CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
Operations Center Assembly Room | 305 Williams St. | Hendersonville, NC 28792
Thursday, November 05, 2026 – 5:45 PM

AGENDA

1. **CALL TO ORDER**

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

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

4. **CONSIDERATION OF AGENDA**

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

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

      October 1, 2026, Regular Meeting

      October 28, 2026, Second Monthly Meeting

   B. Utility Extension Agreement for the Carolina Village 60 Unit Building – *Adela Gutierrez-Ramirez, Civil Engineer*

   C. November 2026 Budget Amendments – *Adam Murr, Budget & Eval. Director*

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

   E. Resolution to Accept an Economic Development Administration Grant Award for the Wastewater Treatment Facility Expansion and Improvements Project – *Brent Detwiler, Assistant City Manager*

   F. Water Shortage Response Plan Update and Article VI. Water Shortage Response and Conservation Ordinance Revisions – *Adam Steurer, Utilities Director, Water & Sewer*

   G. Resolution of Intent to Provide Local Match for P8 Stand-Alone Bicycle and Pedestrian Projects – *Brent Detwiler, Assistant City Manager*

   H. Contract Amendment with iParametrics, LLC- *Logan Hickey (Finance)*

   I. Approval to Declare and Sell Surplus - Garbage Truck- *Jennifer Floyd, Assistant to the City Manager*

   J. Approval to Declare and Sell Surplus - Pothole Patcher Truck- *Jennifer Floyd, Assistant to the City Manager*

6. PRESENTATIONS

A. Gary Norton NC Surface Water Treatment Operator of the Year Recognition – *Adam Steurer, Utilities Director*

B. Updates from Carl Sandburg Home National Historical Site - *Ashley Pipkin, Superintendent*

7. PUBLIC HEARINGS

A. Annexation: Public Hearing- 1208 Stanwood Ln (26-57-ANX) – *Sarah McLaurin, Planner II*

B. Public Hearing to Consider the Submission of a CDBG Application, Economic Development, for the Howard Gap Road Water Improvements to support Project Vert – *Angela S. Beeker, City Attorney/Adam Steurer, Utilities Director*

8. UNFINISHED BUSINESS

9. NEW BUSINESS

A. Ordinance to Grant a Franchise to Duke Energy – *Angie Beeker, City Attorney*

B. Draft Unhoused Strategic Plan Review– *Jenny Floyd, Assistant to the City Manager*

C. Draft Camping Ordinance– *Jenny Floyd, Assistant to the City Manager*

D. Environmental Services Holiday Collection Schedule Change – *Brent Detwiler, Assistant City Manager, and Blake Fulgham, Environmental Services Manager*

10. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Consideration of Vacancy Appointments - *Jill Murray, City Clerk*

Community Advisory Committee

Downtown Advisory Board

Historic Preservation Committee

Planning Board

11. CITY MANAGER REPORT - *Brian Pahle, City Manager*

12. CITY COUNCIL COMMENTS

13. CLOSED SESSION

A. Closed Session – *Angela S. Beeker, City Attorney*

14. 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

October 1, 2026

REGULAR MEETING OF THE CITY COUNCIL

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

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

Absent: Mayor Barbara G. Volk

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 Pro Tem Hensley 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.*

Ken Fitch of Hendersonville spoke about remembering Hurricane Helene and then spoke about John Connet and his probably finest hour of service to this community. He empowered everyone to be the extraordinary force for good in a time of extreme crisis. He wished John the best.

Sonji Rhymes wanted to have a moment of silence for her cousin Elijah Timmons.

Irun Whiteside also wanted to have a moment of silence for Elijah Timmons.

Lundra King spoke on behalf of her nephew Elijah Timmons and feels like the families' voices are not being heard and that justice has not been served.

Dantae Burnett wanted to honor his coworker Patricia King and mourn the loss of her son Elijah Timmons.

Patricia King introduced herself as the mother of Elijah Timmons and still wants to get justice for him. The gun found beside him did not match the casings found on the ground and they found that the gun he had had never been shot. What more do you need? Your former police department employee wrote a 24-page article and within that said that Police Chief Myhand called me a hood rat and said the other guy was a better shot than my son. I want transparency and you are not going to get away with what you have done to my son and my family.

Lynne Williams said she is in solidarity with Elija Timmons and his family. We need to have a conversation with Kenny Hipps about his article and dig into that deeper and also see the bodycam footage from the State Trooper that night. We have not seen that yet. Also, there is a "Get Out and Vote" block party at Sullivan Park this weekend on Saturday, October 3rd from 3pm-8pm and the whole community is invited. Lastly, I attended the neighborhood compatibility meeting proposing destruction of agricultural farmland on Upward Road and it is shocking to see this up for consideration. We have some of the best soils in the country, and an election is coming up for the mayor and other offices that say they value farmland and we ask that you please step up to save our irreplaceable farmland.

4. CONSIDERATION OF AGENDA

City Manager John Connet asked that item 12 Closed Session be removed from the agenda. He also asked that item 6D under the Consent Agenda "Resolution of Support FBRMPO Protect Grant & NCDOT Protect Grant" be moved under New Business as item 9D. Council Member Melinda Lowrance moved that City Council approve the agenda as amended. A unanimous vote of the Council followed. Motion carried.

5. RECOGNITION OF CITY MANAGER JOHN CONNET AND SWEARING IN OF BRIAN PAHLE AS CITY MANAGER

Deputy City Manager Brian Pahle spoke briefly about John Connet and his departure from the City and said the following.

"I have worked with John for 12 years and it is hard to put into words the impact he has had on my career. I met John on February 5th 2014 at the Sheraton in Raleigh, North Carolina at the City County Manager's Conference. I was a young MPA student and a little nervous and my MPA director shoved me into a group of three tenured managers who were discussing the trials and tribulations of day-to-day city management and all I had to offer was from whatever MPA books I was reading at the time. The next day I sat across from him at an event called speed coaching and he told me that he was looking for somebody to rewrite the city's budget document and I had absolutely no experience with that but I said "sure" and so I started my internship. Since then, we've had many interns and some have gone on to become department heads, some have started farmers markets, written purchasing policies, conducted an employee survey that resulted in tremendous new employee benefits for all of our staff and that individual later became a mayor at a nearby town. Shout out to Preston Blakeley and even recently they have taken on issues like homelessness and gentrification. These people have all become better practitioners because of John's willingness to invest in them. John will tell you that he is most proud of the team building a bench for the organization in the future. He has certainly done that, and no one can take that away from him. We are all a little mad at him for making the decision to move on to his next career step but I think like with all things, this unexpected opportunity will propel many people into various new challenges and he will have the joy of watching them rise to that occasion. Just like a professor shoving you into a group of grumpy old managers, John has pushed this organization into its next chapter whether we like it or not. John leads from the front. He knows the war stories of the managers of old, and he challenges everyone around him to be a better person for each other. From a young age, he fell in love with city halls, rejoicing their slow-motion churn as the building silently worked to deliver for the common good. He loves the night that he got caught out late and brought home by his dad's police department to seek forgiveness and experience the wrath of a disappointed mother. He was made for public service. We have been lucky to have him as long as we have and we know he will champion city management going forward in his new job with the League of Municipalities. John, thank you from me and thank you from all of the folks you have touched over your time as city manager here."

Mayor Pro Tem Jennifer Hensley then read aloud the following Resolution of Respect and Appreciation Honoring John F. Connet presenting it to Mr. Connet along with a rocking chair.

Resolution of Respect and Appreciation Honoring John F. Connet

WHEREAS, on this first day of October, 2026, after serving the past 13 years as the City Manager for the City of Hendersonville John Connet departs leaving behind him, an impressive legacy of public service. We, the Governing Body, employees, and residents of Hendersonville wish to acknowledge publicly the contributions made by John F. Connet; and

WHEREAS, John F. Connet served the City of Hendersonville as City Manager from June, 2013 to September, 2026; and

WHEREAS, during his tenure on the City of Hendersonville City Council he was instrumental in:

- Establishing the Service Excellence Committee and comprehensively leading a change in the City's culture, becoming a leader in customer service across the region.

- Hiring and building a management team that serves as regional, state, and national leaders in their areas of expertise, advocating for excellence in public service while staying at the forefront of innovation and best practices.

- Advocating for City employees' salaries, benefits, and career ladders to ensure high-quality, professional, and courteous staff can be recruited and retained to effectively serve the public.

- The visionary investments in the Hendersonville Fire Department including the construction of Fire Station #2, purchase of multiple fire apparatus, hiring of over 15 firefighters and life safety personnel, construction of Fire Station #1, the purchase of land for Fire Station #3, and critical investments in a resilient water system, resulting in the achievement of an ISO Public Protection Class 1 rating for all residents and businesses within the City of Hendersonville.

- Investing millions of dollars in downtown infrastructure including the implementation of Main Street and 7th Avenue streetscape improvements, public restrooms, a public parking deck, resurfacing of public parking lots, façade grant improvements, small business pivot grants, multiple downtown events including Rhythm and Brews, The Hendersonville Farmers Market, and signage improvements.

- Implementing a Five-Party Agreement Between the City of Hendersonville, Henderson County, Wingate University, Blue Ridge Community College, and UNC Health Pardee for the construction and lease of the Health Sciences Facility.

- The construction and reimagination of the Laura E. Corn minigolf at Edwards Park, greenway network expansions, and the building of a new Parks and Building Maintenance facility to support staff safety and equipment needs.

- Establishing the City's first Stormwater Department and Utility to protect water quality, enhance flood mitigation, and invest in infrastructure with millions of dollars of grants obtained, thousands of feet of restored streambanks, and dozens of acres of wetlands reclaimed.

- Supporting the sale and redevelopment of the Grey Hosiery Mill into workforce housing and putting it back on the tax scrolls.

- Dedicating additional tax base and General Obligation Bond funding to street resurfacing, sidewalk, and curb enhancements in accordance with the Americans with Disabilities Act (ADA), and advancing connectivity, safety, and network improvements throughout the City.

- The construction of the City's first purpose-built Police Station on Ashe St. and the personnel, equipment, and technology investments supporting the department's international accreditation with the Commission on Accreditation for Law Enforcement Agencies (CALEA).

- The creation of the City's first Strategic Housing Plan and efforts to increase affordable housing supply, establish home repair programs to keep legacy homeowners in their homes, and address affordability issues in a growing community.

- Operating a trusted, high-quality, affordable water and wastewater system with robust capital project planning, Automated Meter Infrastructure (AMI) technology, the launch of the new French Broad River Intake, filter expansion project that expanded water treatment capacity to 15 mgd, dredging projects to protect mountain water sources, ultraviolet disinfection project to more effectively treat wastewater, and multiple line, pump station, and generator projects to enhance resiliency, attract industries, and better serve customers.

- Advocating for sound planning practices, leading with the adoption of the Gen H Comprehensive plan, multiple city-wide strategic plans, master plans for water distribution and treatment, and sewer collection and treatment, a stormwater master plan, and public safety strategic plans.

- Acting as a community leader to build bridges with stakeholders and expanding civic involvement through the creation of new advisory boards, annual Council Conversations, and innovative engagement strategies to seek public input to inform City Council decision-making.

- Leading the organization through historic disruptors like the COVID pandemic and Hurricane Helene to build more resilient team members, facilities, infrastructure, and technology.

- Leading the State as a practitioner, teacher, guide, and mentor to numerous local government professionals, enhancing their capacity as future leaders in their communities across the State.

- Advocating for the city management profession and council manager form of government, through steadfast obligation to the ICMA Code of Ethics and leading by example in the ways of how good government is conducted and delivered to its constituents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hendersonville, on behalf of the employees of the City of Hendersonville and residents and customers served by the local government and utility system, that the Mayor and City Council extend to John F. Connet their sincere appreciation for all of his loyal and dedicated service to the betterment of the City of Hendersonville for the past 13 years.

ADOPTED this first day of October, 2026.

City Manager John Connet then said:

"Mayor Pro Tem Hensley, City Council, distinguished guests, and friends. Wow, I do not know if I can get through this. I am not nearly as prepared as my successor who is always making me look good and that is why he is going to be a great city manager. We have accomplished a lot in 13 years, and I am very proud of that. We could not do it without you, the City Council, and their support of me and our team. I am most proud of lots of legacy opportunities with construction projects, generational water and sewer systems and resiliency in everything that we have done and as Brian said, the credit goes to this team. They are strong and that is what I am most proud of. They make me look good and they serve their citizens well. We are not perfect and we will never be perfect, but we do our best day in and day out to serve our residents and our community. We should be proud of our organization. We play bigger than we are and frankly we get shit done. Sorry about the language there but it is related to how we came through Helene together as a team and as a community and it made us stronger. Brian, as a proud father, no disrespect to your real father, I am so proud that you will be sitting in that seat leading our city. This is your city now. It is not mine. As I told the group earlier, when I leave tonight, I am a citizen and I am a proud citizen of this community and I know we are in great hands with Brian and the team. Don't call me, call him. Brian, you have done a great job, and you make me look great and I am so looking forward to seeing your career going forward. You are going to be a great manager, and you are going to lead this city and this state in your role as city manager of Hendersonville. Thank you."

Mayor Pro Tem Jennifer Hensley gave the Oath of Office to City Manager Brian Pahle.

Oath of Office
City of Hendersonville
City Manager

I, Brian Pahle**,** do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully discharge the duties of my office as City of Hendersonville City Manager, so help me God.

I, Brian Pahle**,** do solemnly swear that I will well and truly execute the duties of the office of City of Hendersonville City Manager to the best of my skill and ability, according to law, so help me God.

/s/_____ October 1, 2026
(signature) Date

6. CONSENT AGENDA

City Manager John Connet Council Member Gina Baxter moved that City Council approve the consent agenda as amended. A unanimous vote of the Council followed. Motion carried.

A. Adoption of City Council Minutes – *Jill Murray, City Clerk*
September 3, 2026 Regular Meeting
September 23, 2026 Second Monthly Meeting

B. Approval of Resolution Accepting Proposal from Baker Tilly for the FY27 Pay and Classification Study – *Adam Murr, Budget & Evaluation Director*

Resolution #R-26-89

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING BAKER TILLEY'S PAY AND CLASSIFICATION STUDY PROPOSAL IN THE AMOUNT NOT TO EXCEED $80,000

WHEREAS, City Council has determined the City's pay and classification structure should be examined on a recurring basis to ensure both internal and external equity and competitiveness; and,

WHEREAS, the City of Hendersonville's most recent pay and classification study was substantially completed in FY22 and executed upon budget adoption in FY23; and,

WHEREAS, Staff solicited proposals from pay and classification professional firms to develop the necessary evaluation design and study process for the FY27 pay and classification study; and,

WHEREAS, the City made a good faith effort to solicit proposals from eligible firms; and,

WHEREAS, staff objectively evaluated all submitted proposals and determined that Baker Tilley was the most qualified firm to execute the necessary FY27 pay and classification study.

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

1. The City of Hendersonville accepts Baker Tilley's proposal to execute the FY27 pay and classification study in the amount not to exceed $80,000 and finds they are the best qualified firm.
2. The City Manager is authorized to utilize additional services as described in the proposal when it is determined to be in the best interest of the City of Hendersonville.
3. The City Manager and City Attorney are authorized to negotiate and execute a final contract with Baker Tilley for the FY27 pay and classification study.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of October, 2026.

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

C. Annexation: Certificate of Sufficiency – 1208 Stanwood Lane (26-57-ANX) – *Sarah McLaurin, Planner II*

Resolution #R-26-90

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. November 5th, 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 9568-51-8549 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9568-51-8549 being described by metes and bounds as follows:

Beginning at a 3/4" iron pipe located in the southern margin of Stanwood Lane, said point having NC Grid Coordinates of Northing – 581906.3126 and Easting – 965983.3197, and proceeding thence from beginning point thus established, S 03°04'28" 7.43' to a 5/8" rebar, thence N 86°12'03" W 9.39' to a 1/2" iron pipe set, thence S 00°49'55" E 150.27' to a 1/2" iron pipe set, thence S 86°13'20" E 5.43' to a 1/2" iron pipe set, thence S 00°40'38" W 224.72' to a nail found at the centerline of the 60' right of way of Drake Street, thence S 00°36'16" W 202.87' to a point in the centerline of a creek (passing a 1/2" iron pipe set at 183.99'), thence with the centerline of the creek N 67°20'19" W 155.67' to a point, thence leaving said creek, N 00°12'09" W 10.31' to a 1/2" rebar, thence N 00°12'09" W 170.04' to a 1/2" iron pipe set at the centerline of the 60' right of way of Drake Steet, thence N 00°12'09" W 356.28' to a 1/2" iron pipe located in the southern margin of Stanwood Lane, thence S 85°37'07" E

152.16' to the point and place of beginning. Containing 1.88 Acres as per survey by Associated Land Surveyors & Planners, PC bearing job number S-26-388.

Re: Petition for Contiguous Annexation
Petitioner: Drake Bruner of Watermark Landscape Architecture
File No. 26-57-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 1st day of October, 2026.

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

D. Moved to New Business

E. Request for approval to accept the Climb to Managing Community Grant and Tree Maintenance and Planting Grant for the completion of an Urban Forestry Management Plan, Tree Inventory, and Tree Canopy Cover Assessment – *Caitlyn Gendusa, Sustainability Manager*

Resolution #R-26-92

RESOLUTION BY THE CITY OF HENDERSONVILLE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES – N.C. FOREST SERVICE URBAN AND COMMUNITY FORESTRY PROGRAM FOR THE COMPLETION OF AN URBAN FORESTRY MANAGEMENT PLAN, TREE INVENTORY, AND TREE CANOPY COVER ASSESSMENT

WHEREAS, the City of Hendersonville was awarded $259,619.20 from the North Carolina Forest service for the Urban and Community Forestry program for the completion of an Urban Forestry Management Plan, Tree Inventory, and Tree Canopy Cover Assessment; and

WHEREAS, the City of Hendersonville City Council holds a core value to prioritize the protection of existing tree canopy and the development of green spaces and parks and believes that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects; and

WHEREAS, the City of Hendersonville wishes to pursue funding opportunities that would allow the City to complete an urban forestry management plan, tree inventory, and tree canopy assessment; and

WHEREAS, the City's financial resources have limited the City's ability to fund these.
initiatives, making grant funding crucial to implementation.

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

1. The Hendersonville City Council hereby approves the grant award for the completion of an Urban Forestry Management Plan, Tree Inventory, and Tree Canopy Cover Assessment; and

2. The City Manager is authorized to execute said application.
Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of October, 2026.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of October, 2026.

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

F. October 2026 Budget Amendments – *Adam Murr, Budget & Evaluation Director*

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: October 01, 2026 **FORM: 10012026-01**

BUDGET AMENDMENT

FUND 010 | 060					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
010-0000-470100	Transfer in (from 301, #G2205)	7,500	75,000	-	82,500
010-0000-534999	Contingencies (FY26)	9,490	75,000	-	84,490
FUND 010	TOTAL REVENUES	7,500	75,000	-	82,500
General Fund	TOTAL EXPENDITURES	9,490	75,000	-	84,490
060-0000-444299	Water Sales (FY26)	17,788,215	765,000	-	18,553,215
060-0000-445299	Sewer Charges (FY26)	8,441,865	235,000	-	8,676,865
060-0000-470010	Transfer in (from 460, #VE025, FY26)	289,855	49,000	-	338,855
060-0000-534999	Contingencies (FY26)	39,531	49,000	-	88,531
060-0000-598901	Transfer Out (FY26)	763,411	1,000,000	-	1,763,411
FUND 060	TOTAL REVENUES	26,519,935	1,049,000	-	27,568,935
W&S Operating	TOTAL EXPENDITURES	802,942	1,049,000	-	1,851,942
End of year amendments to the General Fund and Water and Sewer Fund in preparation for the annual audit process.					

The City Manager and City Clerk certify budget ordinance amendment 10012026-01 was approved by City Council on October 01, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: October 01, 2026 **FORM: 10012026-02**

BUDGET AMENDMENT

FUND 460					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
460-0000-598901-VE025	Transfer Out (to 460, #VE027, FY26)	49,000	-	49,000	-
460-0000-598901-VE025	Transfer Out (to 060, FY26)	289,855	49,000	-	338,855
FUND 460	TOTAL REVENUES	338,855	49,000	49,000	338,855
W&S Capital Projects	TOTAL EXPENDITURES	-	-	-	-
An amendment transferring $49,000 from the FY25 Vehicle and Equipment Loan (#VE025) Project to the Water & Sewer Operating Fund in FY26.					

The City Manager and City Clerk certify budget ordinance amendment 10012026-02 was approved by City Council on October 01, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2027**
APPROVAL: October 01, 2026 **FORM: 10012026-03**

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
010-0000-460002	Misc. Income - Police (NNO, check 2)	1,500	200	-	1,700
010-0000-460002	Misc. Income - Police (NNO, check 3)	1,700	500	-	2,200
010-1300-532250	Outreach Program	25,000	700	-	25,700
FUND 010	TOTAL REVENUES	3,200	700	-	3,900
General Fund	TOTAL EXPENDITURES	25,000	700	-	25,700
An amendment increasing contribution/donation revenues related to Hendersonville Police Department's National Night Out event.					

The City Manager and City Clerk certify budget ordinance amendment 10012026-03 was approved by City Council on October 01, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2027**
APPROVAL: October 01, 2026 **FORM: 10012026-04**

BUDGET AMENDMENT

FUND 459 | 460					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
459-0000-470900	Fund Balance Appropriated	-	115,150	-	115,150
459-0000-598901	Transfer Out (to 460, #25002)	-	115,150	-	115,150
FUND 459	TOTAL REVENUES	-	115,150	-	115,150
W&S Capital Reserve	TOTAL EXPENDITURES	-	115,150	-	115,150
460-0000-420050-16023	Grant Revenue (NCDEQ 2022 | ARPA)	3,621,784	-	254,850	3,366,934
460-0000-470100-16023	Transfer In (from 459)	400,000	-	-	400,000
460-1014-550103-16023	Capital Outlay CIP	3,621,784	-	254,850	3,366,934
460-1014-550102-16023	Capital Outlay Services and Fees	400,000	-	-	400,000
FUND 460, #16023	TOTAL REVENUES	4,021,784	-	254,850	3,766,934
WWTP UV Project	TOTAL EXPENDITURES	4,021,784	-	254,850	3,766,934
460-0000-470100-25002	Transfer in (from 060, FY25)	96,000	-	96,000	-
460-0000-470100-25002	Transfer in (from 460, #16023 | ARPA)	211,000	-	211,000	-
460-0000-470100-25002	Transfer in (from 459)	-	115,150	-	115,150
460-0000-520050-25002	Grant Revenue (NCDEQ 2022 | ARPA)	-	254,850	-	254,850
460-7135-550103-25002	Capital Outlay CIP	307,000	63,000	-	370,000
FUND 460, #25002	TOTAL REVENUES	307,000	370,000	307,000	370,000
WWTP Belt Filter Press #1	TOTAL EXPENDITURES	307,000	63,000	-	370,000
An amendment increasing the Wastewater Treatment Plant (WWTP) Belt Filter Press #1 Project (#25002) to a total appropriation of $370,000. The amendment moves $254,850 of Grant Revenue/ARPA funds from the WWTP UV Project, and $115,150 from the Water and Sewer Capital Reserve Fund to accomplish the increase. The amendment further removes revenue sources identified in the original capital project ordinance (CPO) that are no longer available for the project.					

The City Manager and City Clerk certify budget ordinance amendment 10012026-04 was approved by City Council on October 01, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2027**
APPROVAL: October 01, 2026 **FORM: 10012026-05**

BUDGET AMENDMENT

FUND 410 | 460 | 468

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
410-0000-470010-VE027	Debt Proceeds (FY27 V&E Loan)	845,850	-	-	845,850
410-1300-554002-VE027	C/O-Vehicles (14-50, Unmarked)	63,605	-	3,125	60,480
410-1300-554002-VE027	C/O-Vehicles (14-56, Unmarked)	63,605	-	3,125	60,480
410-1300-554002-VE027	C/O-Vehicles (14-62, Unmarked)	63,605	-	3,125	60,480
410-1300-554002-VE027	C/O-Vehicles (15-24, Unmarked)	63,605	-	3,125	60,480
410-1300-554002-VE027	C/O-Vehicles (15-25, Unmarked)	63,605	-	3,125	60,480
410-1300-554002-VE027	C/O-Vehicles (15-26, Unmarked)	63,605	-	3,125	60,480
410-1300-554002-VE027	C/O-Vehicles (14-86, Marked)	77,370	-	3,125	74,245
410-1300-554002-VE027	C/O-Vehicles (14-94, Marked)	77,370	-	3,125	74,245
410-1300-554002-VE027	C/O-Vehicles (New Hire 1, Marked)	77,370	-	3,125	74,245
410-1300-554002-VE027	C/O-Vehicles (New Hire 2, Marked)	77,370	-	3,125	74,245
410-1300-554002-VE027	C/O-Vehicles (New Hire 3, Marked)	77,370	-	3,125	74,245
410-1300-554002-VE027	C/O-Vehicles (New Hire 4, Marked)	77,370	-	3,125	74,245
410-1300-554002-VE027	C/O-Vehicles (Civilian Traffic Maverick)	-	37,500	-	37,500
FUND 410 (Police)	TOTAL REVENUES	845,850	-	-	845,850
	TOTAL EXPENDITURES	845,850	37,500	37,500	845,850
410-0000-470010-VE027	Debt Proceeds (FY27 V&E Loan)	110,000	-	-	110,000
410-1200-554002-VE027	C/O-Vehicles (Code Enforcement)	30,000	-	-	30,000
410-2102-554002-VE027	C/O-Vehicles (Event Van)	40,000	-	-	40,000
410-2102-554001-VE027	C/O-Equipment (Crew Cart/UTV)	40,000	-	-	40,000
FUND 410 (Com.Dev. & Downtown)	TOTAL REVENUES	110,000	-	-	110,000
	TOTAL EXPENDITURES	110,000	-	-	110,000
410-0000-470010-VE027	Debt Proceeds (FY27 V&E Loan)	219,500	-	-	219,500
410-0000-470100-VE027	Transfer In (from 468, #VE024)	484	-	-	484
410-0000-470100-VE027	Transfer In (from 410, #VE024)	26,159	-	-	26,159
410-1525-554002-VE027	C/O-Vehicles (14-30 Truck)	55,000	-	-	55,000
410-1525-554001-VE027	C/O-Equipment (42-10 Tractor)	64,500	-	-	64,500
410-1555-554002-VE027	C/O-Vehicles (22-19 Dump Truck)	100,000	-	-	100,000
410-1014-554002-VE027	C/O-Vehicles (Ford Rangers)	26,643	-	-	26,643
FUND 410 (Public Works)	TOTAL REVENUES	246,143	-	-	246,143
	TOTAL EXPENDITURES	246,143	-	-	246,143
460-0000-470100-VE027	Transfer In (from 060)	240,000	-	-	240,000
460-0000-470100-VE027	Transfer In (from 460, #VE026)	49,000	-	-	49,000
460-1014-554002-VE027	C/O-Vehicles (New Ford Rangers, x2)	49,000	-	-	49,000
460-7002-554002-VE027	C/O-Vehicles	150,000	-	-	150,000
460-7002-554001-VE027	C/O-Equipment (50-03 Skid Steer)	90,000	-	-	90,000
FUND 460 (Water & Sewer)	TOTAL REVENUES	289,000	-	-	289,000
	TOTAL EXPENDITURES	289,000	-	-	289,000
468-0000-470010-VE027	Debt Proceeds (FY27 V&E Loan)	250,000	-	-	250,000
468-7855-554001-VE027	C/O-Equipment (Recycle Truck)	250,000	-	-	250,000
FUND 468 (Environmental Services)	TOTAL REVENUES	250,000	-	-	250,000
	TOTAL EXPENDITURES	250,000	-	-	250,000

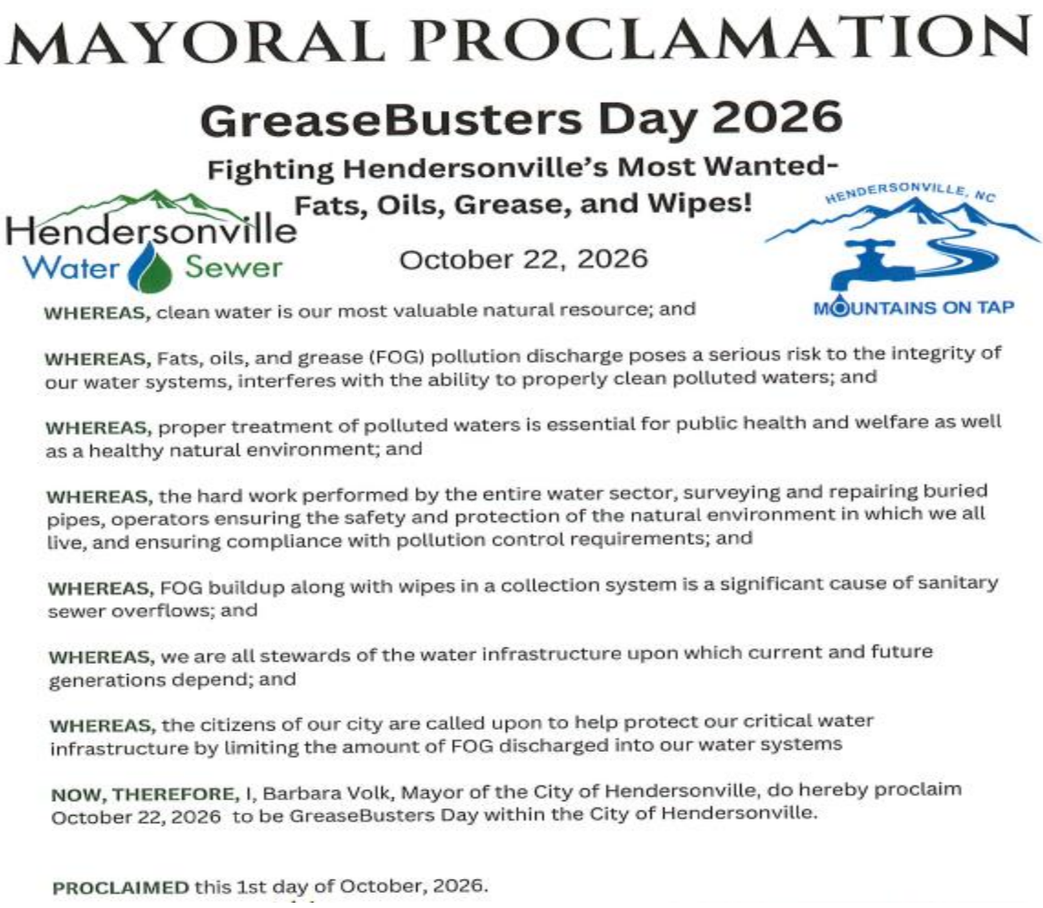
A budget amendment reflecting the acquisition of a Police Department Ford Maverick using existing FY27 Vehicle and Equipment Loan resources. The Maverick will be used by a newly created Civilian Traffic/Crash Investigator position. The estimated cost of the Maverick is $37,500. The City expects to purchase all 13 police vehicles noted in the VE027 project within the original $845,850 appropriation.

The City Manager and City Clerk certify budget ordinance amendment 06042026-01 was approved by City Council on June 04, 2026.

7. PRESENTATIONS

A. Proclamation – Grease Busters Day 3036 - *Jennifer Hensley, Mayor Pro Tem*

Mayor Pro Tem Jennifer Hensley presented the proclamation to Utilities Director Adam Steurer.



B. Proclamation – Family Caregiver's Month - *Jennifer Hensley, Mayor Pro Tem*

Mayor Pro Tem Jennifer Hensley presented the proclamation to Rebecca Chaplin, Steve Bishe, and several AARP volunteers.

Proclamation
Family Caregivers Month, Hendersonville, North Carolina

THIS NOVEMBER, in the City of Hendersonville, we recognize the 2.1 million family caregivers across our state who are helping their older parents, spouses and other loved ones live independently in their homes and in their communities – where they want to be; and

The City of Hendersonville family caregivers are among millions of Americans recognized this November during National Family Caregivers Month. Family caregivers are the backbone of North Carolina's long-term care system providing 1.79 billion hours of care, worth 33 billion annually. This extraordinary contribution not only sustains families but also saves our state's taxpayers billions; and

But family caregivers are stressed and overwhelmed by balancing the physical, emotional, financial, and often time-consuming demands required to care for their older loved ones. They do it all, help their older loved ones with essential tasks, including medications and medical care, meals, bathing and dressing, chores, finances, grocery shopping, transportation and more; and

Most pay for expensive care out of their own pockets all while facing soaring prices for everyday essentials like groceries, housing, utilities, and health care. Too often, family caregivers stop saving, take on more debt, use up personal short-term savings, leave bills unpaid or pay them late, and borrow money from family and friends to deal with the financial challenges and for the family caregivers who are also juggling jobs, many must reduce work hours or leave the workforce entirely due to caregiving responsibilities; and

Family caregivers deserve our gratitude, but they also need common sense solutions that save them money, time, and provide support.

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville, by virtue of the authority vested in me by the City Charter of the City of Hendersonville do hereby proclaim November 2026 as National Family Caregivers Month in the City of Hendersonville. Chances are if you are not a family caregiver right now, you have been, you may be at some point, or you know someone who is, or you will someday need a family caregiver yourself to help you live independently at home. Family caregivers need support, including financial relief. I encourage all citizens to reach out to the family caregivers in their lives, thank them for the incredibly important work they do, and support them if you can.

PROCLAIMED this 1st day of October, 2026.

C. Proclamation – Fire Prevention Week 2026 - *Jennifer Hensley, Mayor Pro Tem*

Mayor Pro Tem Jennifer Hensley presented the proclamation to Fire Marshal Nathan Young.

PROCLAMATION
City of Hendersonville
Fire Prevention 2026

WHEREAS, the city of Hendersonville, North Caroline is committed to ensuring the safety and security of all those living in and visiting Hendersonville; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, in 2024, local fire departments responded to an estimated 1.38 million fires in the United States. These fires caused an estimated 3,920 civilian fire deaths and 11,780 reported civilian fire injuries. The property damage caused by these fires was estimated at $19 billion according to the National Fire Protection Association® (NFPA®).

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, the city of Hendersonville residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, the city of Hendersonville residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the city of Hendersonville residents should make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, the city of Hendersonville first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the city of Hendersonville residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2026 Fire Prevention Week™ theme, **"**Charge Into Fire Safety™. Safe Charging Is a Superpower," focuses on the everyday charging habits that can help reduce the risk of lithium-ion battery fires and keep homes and communities safer.

NOW, THEREFORE, I Jennifer Hensley, Mayor Pro Tem of the City of Hendersonville, NC, do hereby proclaim October 4-10, 2026, as Fire Prevention Week throughout this city, and I urge all the people of Hendersonville to plan and practice a home fire escape for Fire Prevention Week 2026 and to support the many public safety activities and efforts of the city of Hendersonville's fire and emergency services.

PROCLAIMED this 1st day of October, 2026.

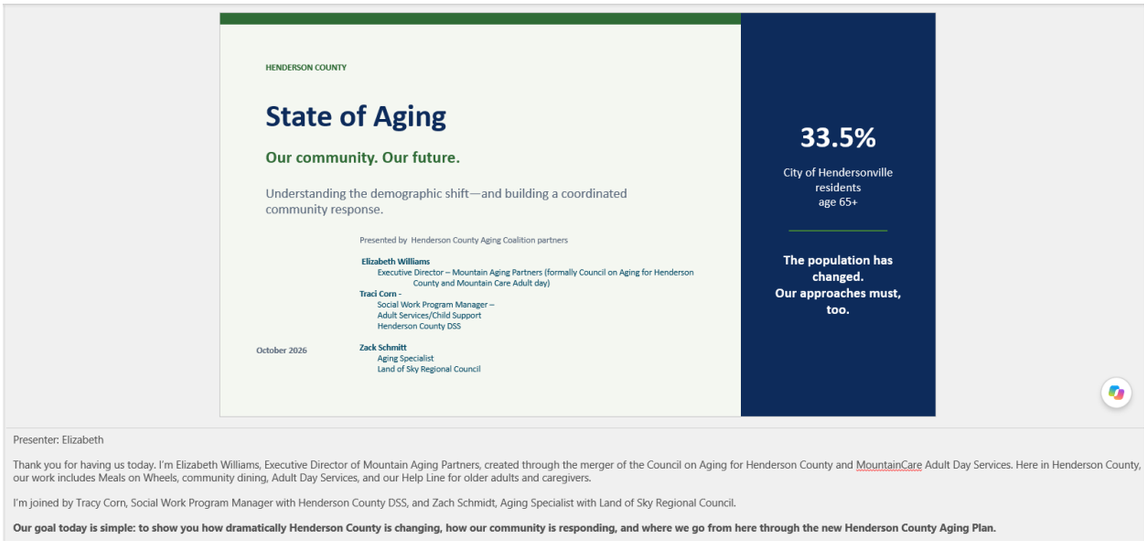
D. Quarterly MVP Recipients - *Brian Pahle, City Manager*

City Manager Brian Pahle presented the certificate to Unities Director Adam Steurer since Kasey was not able to attend the meeting.



E. Henderson County Aging Coalition Presentation - *Elizabeth Williams, Executive Director Mountain Aging Partners*

Elizabeth Williams, Executive Director of Mountain Aging Partners which was created by merging Henderson County Aging Coalition and Mountain Care. We provide Meals on Wheels and community dining, adult day services and helpline. She gave the following PowerPoint presentation.

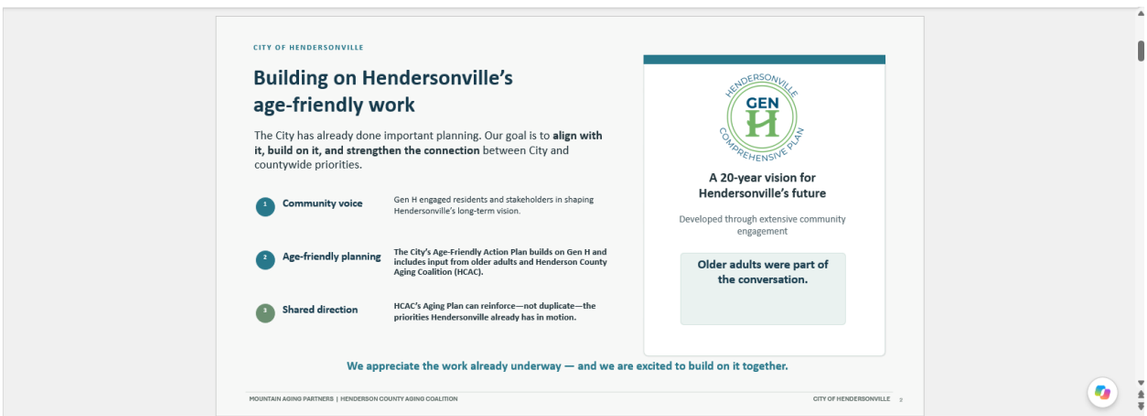


Presenter: Elizabeth

Thank you for having us today. I'm Elizabeth Williams, Executive Director of Mountain Aging Partners, created through the merger of the Council on Aging for Henderson County and MountainCare Adult Day Services. Here in Henderson County, our work includes Meals on Wheels, community dining, Adult Day Services, and our Help Line for older adults and caregivers.

I'm joined by Tracy Corn, Social Work Program Manager with Henderson County DSS, and Zach Schmidt, Aging Specialist with Land of Sky Regional Council.

Our goal today is simple: to show you how dramatically Henderson County is changing, how our community is responding, and where we go from here through the new Henderson County Aging Plan.



Presenter: Elizabeth

Before we get into the data, I want to recognize that Hendersonville has already done really thoughtful work around this.
Through the **Gen H Comprehensive Plan** and the City's **Age-Friendly Action Plan**, you've already established a long-term vision for an age-friendly Hendersonville.
Older adults were part of that process, and the Henderson County Aging Coalition had the opportunity to be part of it as well.

So the work we're sharing today isn't intended to duplicate what the City has already done.

Our goal is to build on it, reinforce those priorities, and strengthen the connection between the City's work and the broader countywide work around aging

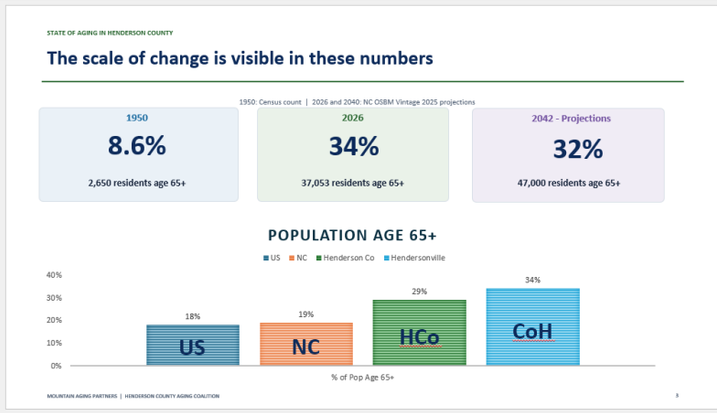
We do not want another competing plan;
WE want to create a countywide coordination structure that can help advance work the City has already identified.

[Sources]
- City of Hendersonville, Gen H Comprehensive Plan, adopted August 1, 2024.
- City of Hendersonville, Age-Friendly Community Action Plan, formally adopted July 2, 2025, pp. 5-9.



Look first at the population pyramid on the far right. That's Henderson County in 1950.
For much of our history, this was the basic population structure our communities were accustomed to—a large younger population and workforce supporting a relatively small older population. Many of the systems we rely on today developed during an era with that basic structure.
But we are now in the midst of a historic demographic shift.
And it's not simply that we have more older adults—the entire shape of our population is changing.
More people are living longer, while the younger and working-age populations are proportionately smaller. **And this shift isn't finished in 2040.**
It continues well beyond what you see on this slide.
That means our challenge isn't simply serving more older adults. It's adapting our community systems to a fundamentally different population structure.

[Sources]
- U.S. Census Bureau, 1950 Census of Population, North Carolina, Table 41, Age by Color and Sex for Counties: https://www2.census.gov/library/publications/decennial/1950/population-volume-2/06586136v2p33ch2.pdf
- U.S. Census Bureau, Census 2000 Summary File 1, Table P12 Sex by Age: https://www.census.gov/data/datasets/2000/dec/summary-file-1.html
- North Carolina Office of State Budget and Management, Vintage 2025 Population Projections: https://www.osbm.nc.gov/facts-figures/population-demographics/state-demographer/countystate-population-projections

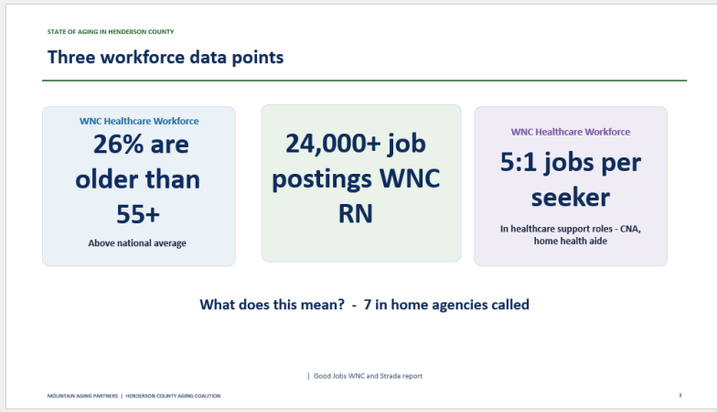


Presenter: Elizabeth
Let's put some numbers behind that population shift.
The top three numbers are for Henderson County and show the scale of the change in the number of older adults our community is supporting over time.

And the comparisons at the bottom give that some context.
Henderson County has a significantly higher proportion of older adults than both North Carolina and the nation—and the City of Hendersonville is higher still.
So aging isn't a small demographic trend here. It is one of the defining characteristics of our community, and it needs to be part of how we plan for the future.

And I also want to acknowledge that I may not be telling you anything you don't already know. Through the Gen H planning process and the City's Age-Friendly work, I think Hendersonville has already demonstrated a strong understanding of this demographic shift and what it means for the future of the city.

[Sources]
- U.S. Census Bureau, 1950 Census of Population, North Carolina, Table 41.
- https://www.ncdhhs.gov/2022-north-carolina-aging-profiles-1/open
North Carolin a Office of State Budget and Management, Vintage 2025 Population Projections.



Presenter: Elizabeth,

Here are three data points that show us how this demographic shift is already affecting our workforce.
Our healthcare workforce in Western North Carolina is older than the national average.
We have thousands of RN nursing positions across the region. And in healthcare support roles, there are roughly five openings for every one job seeker.
And I know workforce isn't a new issue. There's already a lot of work happening around this.
But I want to make these numbers real for a minute.
We often hear, when we're talking about aging in place, **"Well, you can just hire somebody."** In fact, hiring help is part of many people's plan for how they'll remain at home.
I have a local example that really challenges that assumption. A family I know—both retired physicians, with financial resources and a strong understanding of healthcare—needed just a few hours of help in the mornings, a few days a week, for an older family member.
They called seven agencies.
Three never called back. Two said they had no staff available. The other two had staff—but no one available in the mornings.
They had the resources to pay for care. They knew how to find care. The care simply wasn't available.
And that's what these workforce numbers mean for families today. **"Just hire somebody" is increasingly not a reliable aging plan**

[Sources]
https://www.wnchealthpolicy.org/blog/good-jobs-wnc-initiative



Presenter: Elizabeth,
Here are three more numbers that help us think about what this means for people who want to remain in their homes as they age.
Today, about **24% of older adults in Henderson County live alone**—that's roughly 9,000 people.
60% of people who expect to remain in their own homes say their plan includes having a caregiver provide support.
And yet only **43.5% of homes are considered aging-ready.** And that's actually a pretty basic standard: a step-free entrance, with a bedroom and full bathroom and kitchen on the main level. It doesn't necessarily mean that bathroom is accessible for someone using a wheelchair or that the rest of the home has been adapted for changing needs.
So put these numbers together with the workforce numbers we just saw.
Who is going to provide that care? Do we have enough workers to support the number of people planning to age at home? And do we have the workforce and community infrastructure to help people adapt homes that weren't designed for aging?
Because wanting to age in place and having the infrastructure to make aging in place possible are two very different things.

[Sources]
- U.S. Census Bureau,
https://www.census.gov/newsroom/press-releases/2023/aging-ready-homes.html
https://www.pewresearch.org/short-reads/2026/02/26/most-older-adults-who-live-at-home-want-to-age-in-place-but-they-arent-entirely-confident-theyll-get-to/

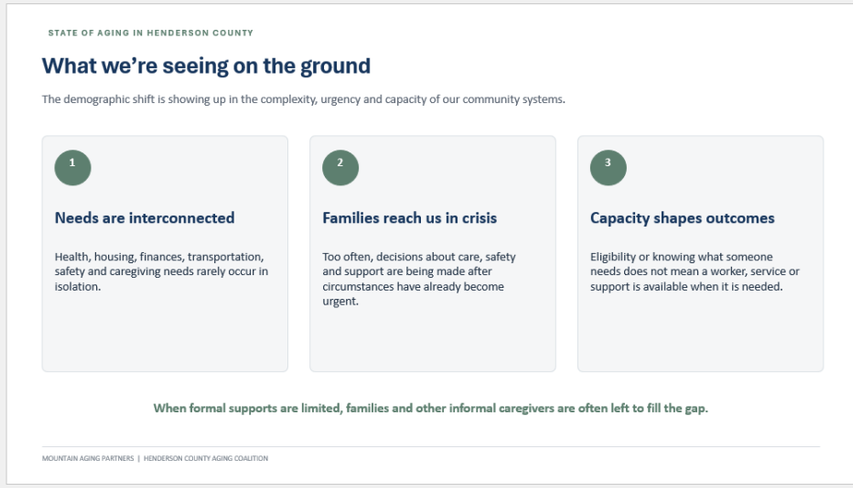


Presenter: Elizabeth

These demographics touch nearly every major public and private system in our community.
the goal is to help us make better decisions based on the population we actually have today—and the population we know we're going to have in the future.

There is already so much good work happening across Hendersonville and Henderson County. The opportunity now is to become less siloed and more intentional about how that work connects.

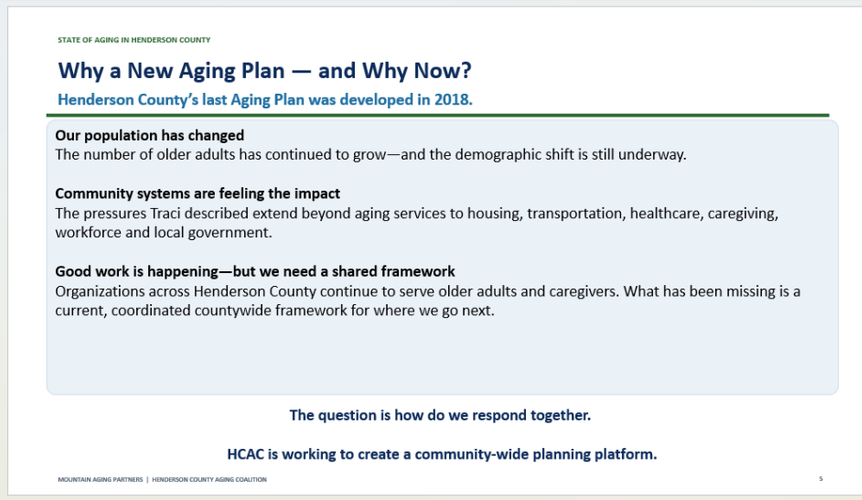
And these aren't just future challenges.
Our community systems are already experiencing this demographic change today.
Traci sees that firsthand through Henderson County Adult Services, so I'm going to turn it over to her to talk about what they're seeing on the ground.



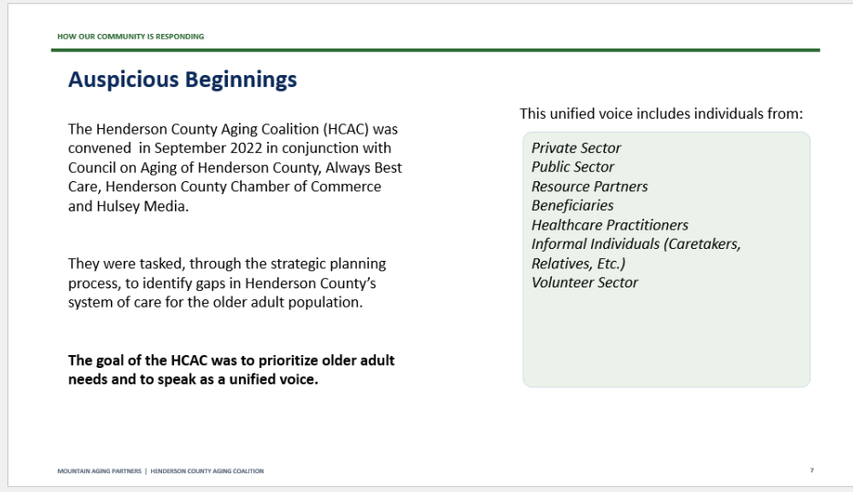
Presenter: Traci
Here to tell you how these demographic shifts are affecting what DSS and other service organizations are seeing in real life.
- Needs don't happen in isolation – a call for help with one need can reveal a range of other issues, which intersect & compound one another.
- People reaching out after situation becomes a crisis – managing on their own until something changes, situation turns into a crisis.
- Capacity – service may not be available at time of need. Resource can exist, person can qualify, doesn't mean it's accessible when needed.
- Give example of typical situation
- Summary - not just seeing more need. Seeing more interconnected and complex needs, often when families are already stretched to their limits, which creates pressure throughout our aging systems.



Presenter: Traci
We can see pressure showing up in our Social Services data.
- Contacts w/ intake tripled since 2018 (last Aging Plan)
- 58% increase in screened in APS reports during same timeframe. Most involve SN or CN and are unintentional d/t lack of resources or support). Financial exploitation also a major issue.
- Responded by increasing APS and intake staff, to manage volume and acuity.
- APS = mandated by NC law. When needs reach point of crisis, taxpayer-funded resources have to respond. Stronger, more coordinated aging network, guided by Aging Plan, will help address needs earlier – benefits not only individuals involved, but also HC community.
- 3rd box – IHA waiting list – goes back to capacity.



Presenter: Traci
- Brings us to question – what do we do with this information?
- Last Aging Plan was developed in 2018. Since then, community and needs of older adults/caregivers, have changed significantly. Seeing impact across systems – housing, transport, etc.
- Good news – great work being done by a lot of HC organizations.
- Challenge – much of the work is siloed, w/ separate orgs providing different services, and those in need trying to navigate the system when they may already be in a crisis.
- It's clear that no one organization can solve all of these problems – they would have already done it!
- So, question is how do we respond together?
- Aging Plan & work of HCAC can help us coordinate our efforts, move in a shared direction, and plan for the community we're becoming.



Presenter: Zack Schmidt, Land of Sky / Area Agency on Aging

Go over the brief history of HCAC and note why HCAC was created



Presenter: Zack Schmidt, Land of Sky / Area Agency on Aging

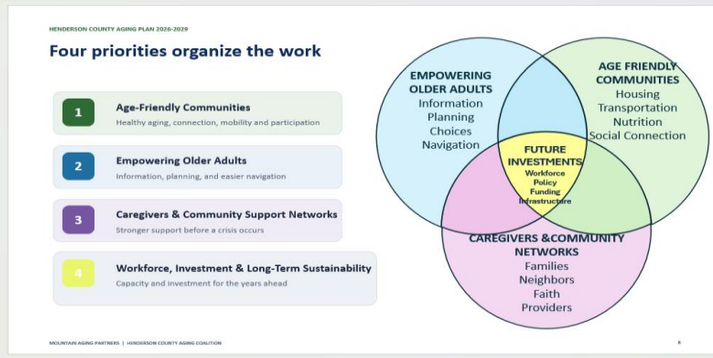
Introduce HCAC as the community's coordinating table. Stress that HCAC does not provide every service itself. Its job is to convene partners, identify gaps, align work, educate, advocate and measure progress. MAP facilitates the coalition, but the Aging Plan belongs to HCAC and the community.

[Sources]
- Henderson County Aging Plan 2026-2029, Discussion Draft v3, July 28, 2026.



Presenter: Zack Schmidt, Land of Sky / Area Agency on Aging

Emphasize that a Master Aging Plan is a shared roadmap: it reflects community input, communicates priorities, aligns planning and investment, improves coordination and gives the community a way to measure progress over time.



Presenter: Zack

Walk through the 4 priorities that the HCAC steering committee have selected to focus on. Priority 1: Acknowledge that Hendersonville already has an age friendly designation. Priority 2 emphasizes planning ahead and informed choices; Priority 3 expands support beyond the primary caregiver; Priority 4 acknowledges workforce and sustainable investment as long-term foundations.



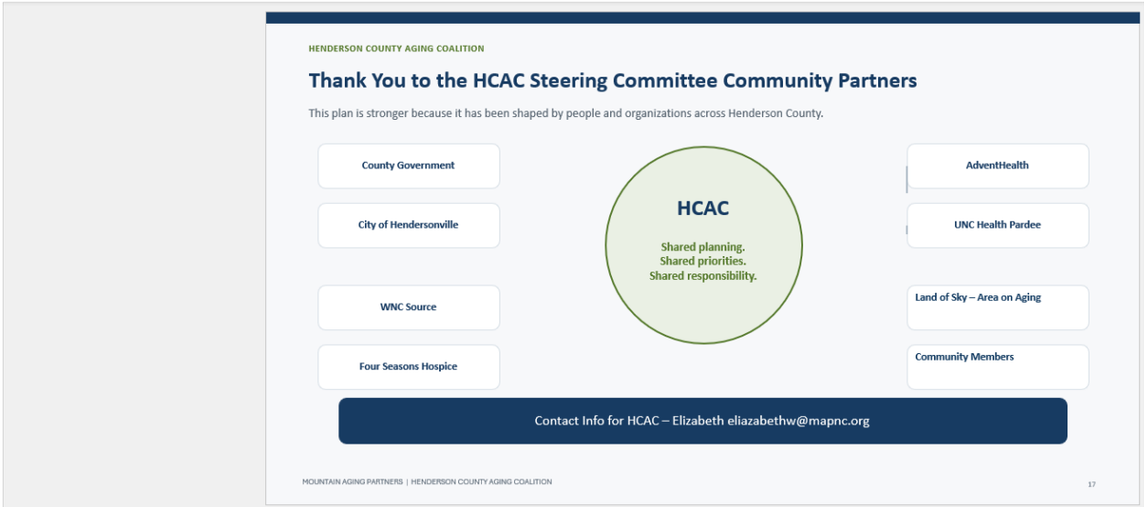
Presenter: Zack
this plan is not intended to sit on a shelf. These deliverables create an annual rhythm: present the framework, engage the community, advance a signature infrastructure conversation and report progress with shared data.
- Go over the timeline of events for the first year.
- Acknowledge that the Gen H aging plan is already in place and stress that this aging plan will supplement the work that Gen H plan is already doing.
- Out of 100 counties in North Carolina, Henderson County is 1 of only 3 counties in the state that currently do not have a senior center. The other counties being Gates (Pop. 10,000) and Union (Pop. 270,000) county

[Sources]
- Henderson County Aging Plan 2026-2029, Discussion Draft v3, July 28, 2026.



Presenter: Zack
- Now comes the big ask...
- Go down the list of things that we need from community leaders.
- The first ask is awareness, engagement and partnership: recognize the demographic shift, consider aging in decisions, and participate in the coordinated response.
- Then subsequently read as listed.

We would love to have city council member join the HCAC if you are feeling drawn to this work



Elizabeth

Our goal today was simple: to show you how Henderson County is changing, how our community is responding, and to introduce the new Henderson County Aging Plan.
But really, this is step one. The Aging Plan gives us a shared direction.
The work now is bringing it to life—working alongside our community partners to turn those shared priorities into coordinated action.

There is already tremendous work happening across Henderson County.

Our opportunity is to connect it, strengthen it, and build on it together.

Thank you for your time today. And everything you have already done to support this We'd be happy to answer any questions.

8. PUBLIC HEARINGS

A. Rezoning: Standard Rezoning – 101 S Grove Street | 26-56-RZO – *Sarah McLaurin, Planner II*

Planner Sarah McLaurin explained that Jared DeRidder of WGLA Engineering PLLC has initiated a Zoning Map Amendment application for a property located at 101 South Grove Street (PINs 9568-87-7059 and 9568-87-6293) totaling 0.77 Acres. The property is currently zoned C-1SU Central Business Special Use. The Applicant is requesting a return to base zoning of C-1 Central Business, which aligns with other adjacent properties. Special Use Districts are no longer created within City Zoning, but existing Districts such as the one created for this site in 2003 are similar to the Conditional Zoning Districts (CZDs) used today. Both Special Use Districts and CZDs impose special conditions on top of base zoning and are tied to an approved site plan. If rezoned, there will not be a binding site plan, list of uses, nor conditions placed on the site. All permitted uses within the C-1 district would be allowed on the site. The City of Hendersonville Zoning Ordinance states that, during a standard rezoning process, an applicant is prohibited from discussing the specific manner in which they intend to develop or use a site.

101 S Grove St Rezoning
26-56-RZO

City of Hendersonville City Council
October 1st, 2026

2

Standard Rezoning Process

- **Legislative** decision by City Council, recommended by Planning Board.
- **NOT a Conditional Zoning District** (no site plan)
- 6 factors for review
  1. Comprehensive Plan Consistency
  2. Compatibility with surrounding uses
  3. Changed conditions
  4. Public interest
  5. Public Facilities
  6. Effect on natural environment
- You all **should not** consider the proposed use for the property when making this decision.
- You are judging it based on the **zoning district's compatibility** with the surrounding area and the **future land use designation**.

This is different from a Conditional Rezoning, where a site plan is reviewed and conditions can be required for approval. You are just reviewing to ensure that it is compatible with the zoning ordinance.

3

Project Background

- Location:
  - 101 S Grove St.
  - PINs: 9568-87-7059 & 9568-87-6293
- Applicant/Owner:
  - Applicant: Jared DeRidder of WGLA Engineering PLLC
  - Property Owner: Henderson County, Representative: Chris Todd
- Acreage:
  - 0.77 acres
- Current Zoning
  - C-1SU Central Business Special Use
- Proposed Zoning:
  - C-1 Central Business
- Future Land Use Designation:
  - Downtown



The property is currently zoned C-1SU Central Business Special Use
Applicant is requesting a return to base zoning of C-1 Central Business
0.77 acres within the Downtown Future Land Use Designation

4

Site Photos



Southern parcel from East Allen Street



Southern parcel looking north along S Grove St

5

Site Photos



Northern parcel looking south along S Grove St.



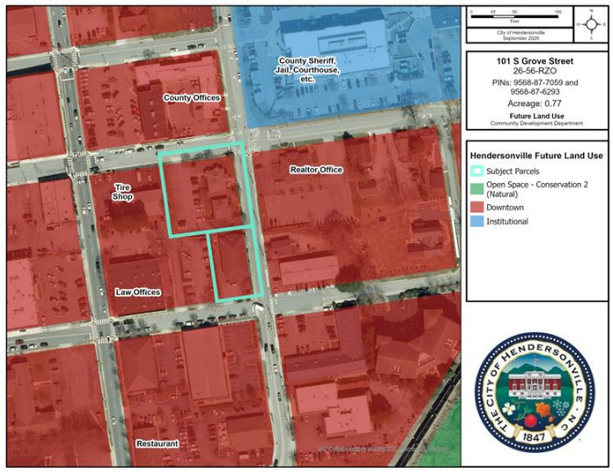
Parking lot on back side of northern parcel from 1st Ave East

6

Comp Plan Consistency

Downtown
- Diverse mix of uses
- Vibrant city center
- Buildings with 2+ stories
- Short block lengths
- Pedestrian focus

Consistent with Comprehensive Plan



Taking a look at comprehensive plan consistency, these parcels and most of the surrounding area are within the Downtown district on the future land use map.

This area is characterized by a diverse mix of uses striving to create a vibrant city center. Buildings are often more than 2 stories, with short block lengths working to create a pedestrian focused environment.

The proposed C-1 zoning is consistent with the zoning crosswalk for this district and staff found it to be consistent with the comprehensive plan.

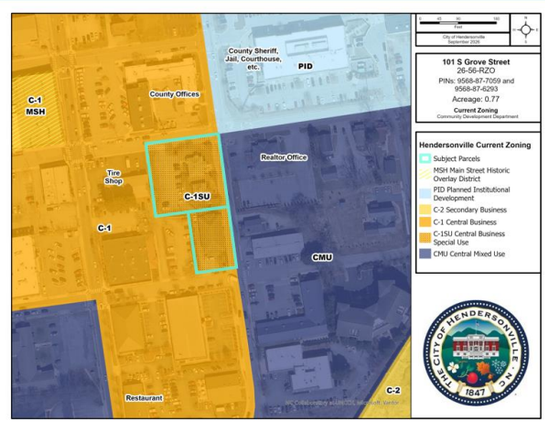
Land Supply Map: Underdeveloped
Most Suitable for commercial and residential, moderately suitable for industrial
High Intensity Development
Consistent with Zoning Crosswalk

The description of the "Downtown" district is:
This is the heart of the community and center of civic activities. In addition to governmental uses, it includes a mix of retail, restaurant, service, office, and civic uses. A variety of residential housing types complement the nonresidential uses and ensure a vibrant center with a 24/7 population. The mix of uses can be horizontal or vertical, with changes between floors of the same building. Buildings of two or more stories are common, and streets feature short block lengths and pedestrian facilities. Open spaces include plazas and formal greens.

7

Current Land Use & Zoning

Compatible with surrounding Land Uses



The subject property is C-1SU Central Business Special Use and most surrounding parcels are zoned C-1 with some CMU across the street and the Planned Institutional Development to the north east which houses some county offices, the courthouse and jail.

Other nearby uses include realtor offices, a tire shop to the west of the parcels, and some restaurants as well.

The land uses in this area are typical of a commercial area within Downtown, including retail services, administrative businesses, and offices.

S Grove, East Allen (South), and 1st Ave (North) are all city-maintained streets.

Staff found the proposed C-1 zoning compatible with surrounding land uses and consistent with the comprehensive plan goals/guiding principles.

8

Special Use Districts

- Eliminated statewide in 2021, existing districts are treated as Conditional Zoning Districts (CZDs).
- Mixed legislative and quasi-judicial processes (messy).
- Different from a Special Use Permit.
- Both Special Use Districts and CZDs impose special conditions on top of base zoning and are tied to an approved site plan.

9

C-1 Vs. C-1SU

C-1 Central Business

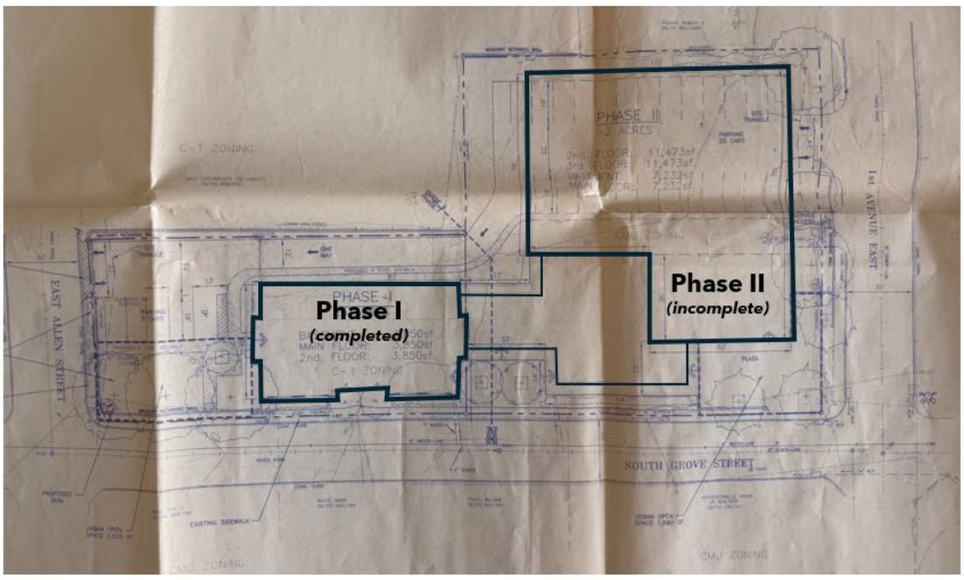
- Variety of potential uses
  - Banks, retail stores, restaurants, art studios, offices, schools, theatres, indoor recreation facilities, residential dwellings (single and multi-family).
- Streetscape design standards including street walls, screening, street trees, and urban open space.
- 64 feet heigh maximum.
- No parking minimums

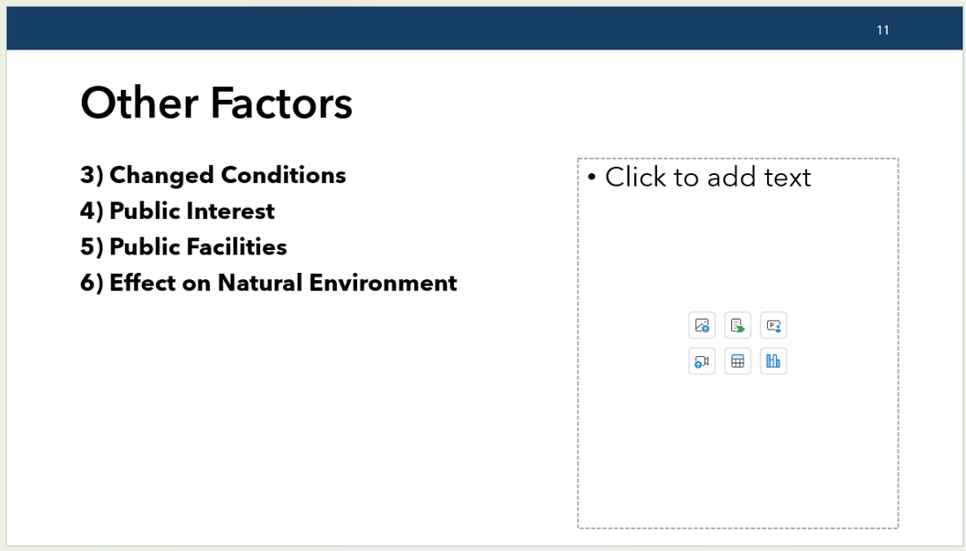
C-1SU Central Business Special Use

- Permitted uses: "offices; retail stores, so long as the use contains no outdoor storage; restaurants; and residential dwellings, multi-family"
- Binding site plan

CMU Central Mixed-Use
Higher density by-right residential uses including minor planned residential developments, accessory dwelling units, and garage apartments.
36 feet heigh maximum, up to 64 with residential.
Required parking minimums

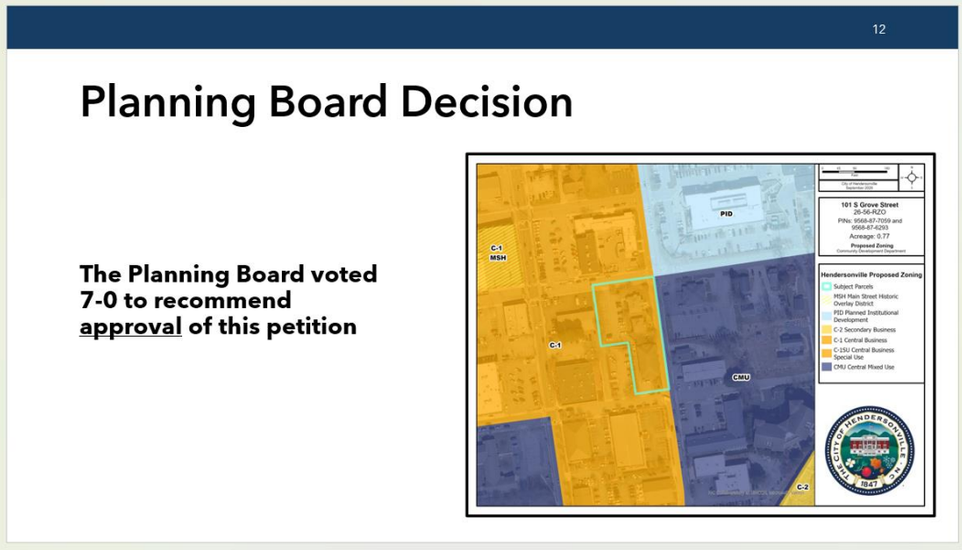
C-1SU Site Plan





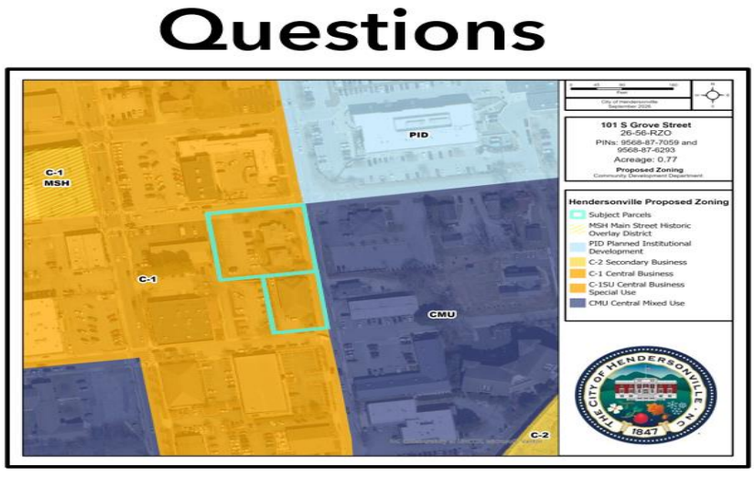
Nothing to note on these four factors, some additional description can be found in the staff report and I am happy to answer any questions.

Found these factors to be fulfilled by the rezoning request.



Nothing to note on these four factors, some additional description can be found in the staff report and I am happy to answer any questions.

Found these factors to be fulfilled by the rezoning request.



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.

There were no public comments.

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

Council Member Melinda Lowrance moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs 9568-87-7059 and 9568-87-6293) from C-1SU Central Business Special Use to C-1 Central Business, based on the following:

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

> ***The proposed zoning of C-1 aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.***

2. Furthermore, 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. ***A return to the previous base zoning, C-1 Central Business, restores potential development opportunities on this property by permitting the same uses available to other adjacent C-1 properties.***
2. ***C-1 zoning is designed to promote development in the Downtown district which the subject parcels are within.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-30

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR CERTAIN PARCELS (POSSESSING PIN NUMBERS 9568-87-7059 and 9568-87-6293) BY CHANGING THE ZONING DESIGNATION FROM C-1SU, CENTRAL BUSINESS SPECIAL USE, TO C-1, CENTRAL BUSINESS.

IN RE: Parcel Numbers: 9568-87-7059 and 9568-87-6293
101 S Grove St | File # 26-56-RZO

WHEREAS, the Planning Board took up this application at its regular meeting on September 10th, 2026; voting 7-0 to recommend City Council adopt 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 October 1st, 2026, and

WHEREAS, City Council has found that this zoning map amendment is consistent with the City's comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on October 1st, 2026,

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: 9568-87-7059 and 9568-87-6293 from C-1SU, Central Business Special Use, to C-1, Central Business.

2. Any development of this parcel shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.

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

Adopted this 1st day of October, 2026.

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

B. Annexation: Public Hearing – Jabil Expansion (26-60-ANX) – *Sam Hayes, Planner II*

Planner Sam Hayes explained that the City of Hendersonville has received a petition from Jeffrey Butt (applicant) and SMBC Leasing and Finance, Inc. (owner) for satellite annexation of PINs 9587-48-3861 and 9587-38-8841 located on Commercial Boulevard that is approximately 7.23 acres. 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.

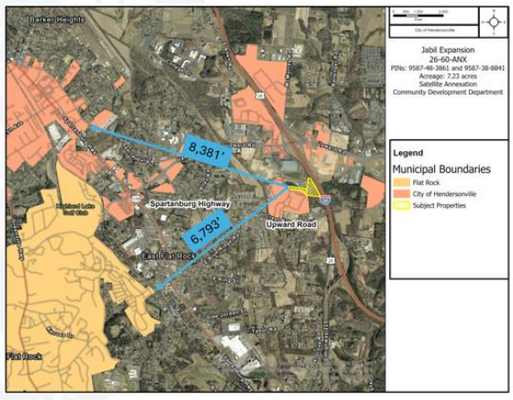
Jabil Expansion Annexation

26-60-ANX

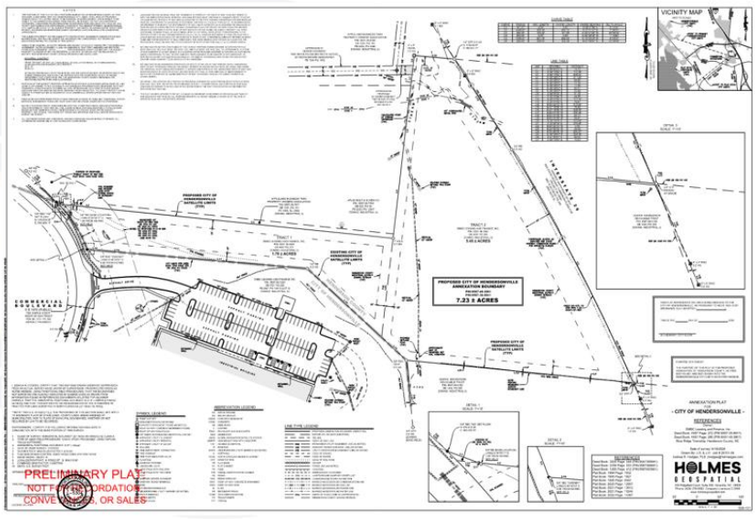
Satellite Annexation Petition

Background

- Petitioner:
  - Jeffrey Butt (Applicant)
  - SMBC Leasing and Financing, Inc. (Property Owner)
- PINs:
  - 9587-48-3861
  - 9587-38-8841
- Acreage:
  - 7.23 acres



Annexation Plat



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

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

Lynne Williams expressed concern about saving the trees.

The public hearing was closed at 6:56 p.m.

Council Member Gina Baxter moved that City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by SMBC Leasing and Finance, Inc, identified as PINs 9587-48-3861 and 9587-38-8841, 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. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-31

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: SMBC Leasing and Finance, Inc (Owner); Jeffrey Butt (Applicant)
File No. 26-60-ANX

WHEREAS, The City of Hendersonville has been petitioned by Jeffrey Butt (Applicant) and SMBC Leasing and Finance, Inc (Owner) 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 City Operations Building at 305 Williams Street, Hendersonville, NC 28792 at 5:45 pm, on the 1st day of October, 2026, after due notice by publication as provided by law on September 21st, 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 2450’ 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 3400’).
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 first day of October, 2026.

Being all of that real property consisting of PINs 9587-48-3861 and 9587-38-8841 described in the plat recorded in Book 2026- _____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9587-48-3861 and 9587-38-8841 being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar with cap stamped "Holmes Geospatial" set flush with existing grade (hereafter referred to as "Holmes rebar"); said Holmes rebar lying in the eastern boundary of that North Carolina Department of Transportation (referred to as NCDOT hereafter) fee simple right of way tract as described per deed book 3731 page 303 and being the northwestern most corner of Lot 2 as shown per plat book 2021 page 13013 of the Henderson County Register of Deeds (referred to

hereafter as Henderson County registry); said Holmes rebar having NC Grid NAD83 coordinates of Northing: 578918.08' Easting: 983408.15'; thence with the northern boundary of Lot 2 as shown per plat book 2021 page 13013 the following three calls; 1. S 69°48'33" E 14.73 feet to a calculated point; 2. A curve to the right having an arc length of 0.54 feet, a radius of 141.27 feet, a chord bearing of S 69°27'08" E, and a chord length of 0.54 feet to a Holmes rebar set flush with existing grade; 3. S 84°10'04" E 112.25 feet to a calculated point lying at the southwestern most corner of the Appleland Business Park Property Owners Association property as described per deed book 1031 page 161 of the Henderson County registry; thence with the southern boundary of the property as described per deed book 1031 page 161 and the northern boundary of Lot 2 as shown per plat book 2021 page 13013 S 84°10'04" E 638.44 feet to a 1" axle found 0.7 feet below existing grade; said 1" axle being the southeastern most corner of Lot 7a as shown per plat book 1995 page 2042 and being the northeastern most corner of that property as described per deed book 3258 page 544 of the Henderson County registry; thence with the eastern boundary of Lot 7a, Lot 7, and Lot 11 of plat book 1995 page 2042 N 06°38'07" E 414.24 feet to a 4"x4" concrete monument found 1 foot above existing grade; said concrete monument being the northwestern most corner of that property as described per 1289 page 412; said concrete monument also being a common corner of Lot 11 per plat book 1995 page 2042; thence with the common boundary of deed book 1289 page 412 and Lot 11 as shown per plat book 1995 page 2042, S 84°56'34" E 91.18 feet to a 1/2" open iron pipe found 0.5 feet above existing grade; said open iron pipe lying in the western right of way line of Interstate 26 and being a common corner of Lot 11 as shown per plat book 1995 page 2042 of the Henderson County Register of Deeds; said open iron pipe being the northwestern most corner of that 3.7 acre right of way tract as described per deed book 421 page 299 of the Henderson County registry; said open iron pipe having NC Grid NAD83(2011) coordinates of Northing: 579239.87' Easting: 984307.77'; thence with the western right of way line of Interstate 26 as described per deed book 421 page 299 the following three calls; 1. S 32°35'44" E 44.26 feet to a 6" x 6" concrete right of way monument found 0.4 feet below existing grade; 2. S 32°21'25" E 196.82 feet to a 1/2" rebar found 0.3 feet above existing grade; 3. thence with a curve to the right having an arc length of 593.18 feet, a radius of 4448.67 feet, a chord bearing of S 27°41'47" E, and a chord length of 592.74 feet to a calculated point lying in the northern boundary line of the John M. Magnusson Revocable Trust property as described in deed book 1345 page 308 of the Henderson County Register of Deeds; said calculated point lying N 84° 22' 13" W 0.79 feet from a 3/4" open iron pipe found broken at existing grade; thence with the northern boundary of the John M. Magnusson Revocable Trust Property as described per deed book 1345 page 308, N 84°22'13" W 515.99 feet to a 5/8" rebar with cap stamped "Ed Holmes & Associates" found 0.0 feet above existing grade; said 5/8' rebar with cap being the northwestern most corner of the John M. Magnusson Revocable Trust property and the northeastern most corner of Lot 3 as shown per plat book 2021 page 13013 of the Henderson County registry; thence with the northern boundary of Lot 3 per plat book 2021 page 13013 the following two calls; 1. N 47°18'56" W 303.88 feet to a 1/2" rebar found 0.2 feet above existing grade; 2. N 85°01'19" W 499.94 feet to a Holmes rebar set flush with existing grade; said Holmes rebar lying in the eastern boundary of that NCDOT fee simple right of way tract as described per deed book 3731 page 303; thence with the eastern boundary of that NCDOT fee simple right of way tract as described per deed book 3731 page 303 a curve to the left having an arc length of 128.30 feet, a radius of 280.00 feet, a chord bearing of N 33°09'14" W, and a chord length of 127.19 feet to the point and place of BEGINNING containing 7.23 ± Acres.

ALSO BEING all of Lot 2 as shown per plat book 2021 page 13013 of the Henderson County Register of Deeds.

2: Upon and after the first day of October 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 1st day of October, 2026.

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

9. NEW BUSINESS

A. Helene Update 2-Year Anniversary – *Brian Pahle, Deputy City Manager*

City Manager Brian Pahle gave an update on the 2-year anniversary of Helene with the following PowerPoint presentation.

City of Hendersonville

Helene Update

City Council Regular Meeting
October 1, 2026



HELENE

Agenda

- FEMA PA Process Update

HELENE – FEMA PA

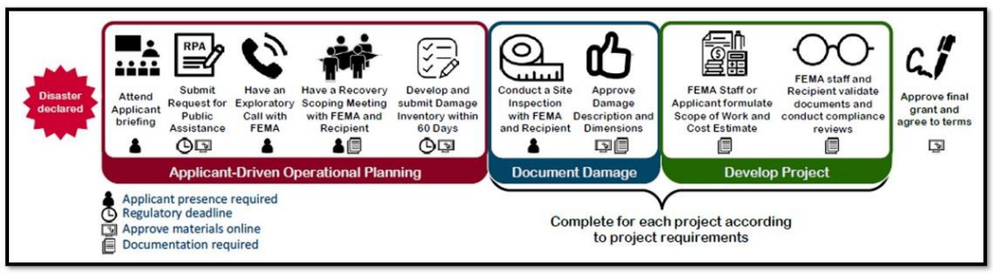
Budget, Obligations, and Revenues

- Current Revised Budget = $16,929,626
- Current Actuals & Obligations = $9,789,891
- Current Revenues
  - FEMA = $4,872,230
  - Insurance = $3,372,564
  - Loans = $10,639,005

Projected Budget = ~$160,000,000

Non-Reimb. Actuals = $288,074

Current Net Surplus/(Deficit) = $9,093,908



HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's been obligated:

Category	Total Obligated
A – Debris Removal	$781,365
B – Emergency Protective Measures	$3,346,282
E – Buildings & Equipment	$425,175
F – Utilities	$260,859
G – Parks, Recreational & Other	$58,546
GRAND TOTAL	**$4,872,230**

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's been obligated (Categories A & B):

Project #	Title	CRC Net Cost
810506	City of Hendersonville Vegetative Debris	$647,620
952313	Hendersonville Cat A 90% ROW	$133,744
825745	Cat. B FA Labor	$924,443
1065609	EPM - Exigent Temp Repairs	$787,035
1065610	EPM - General EPM/Mutual Aid	$580,616
1065608	EPM - FA/Rented/Purchased Equipment	$554,706
963014	Cat. B FA Labor Inclement Weather	$249,797
950079	Cat B Temp Repairs (100%)	$170,164
953140	Cat B Temp Repairs (90%)	$79,519
Total	**All Emergency Projects**	**$4,127,647**

HELENE – FEMA PA

Budget, Obligations, and Revenues

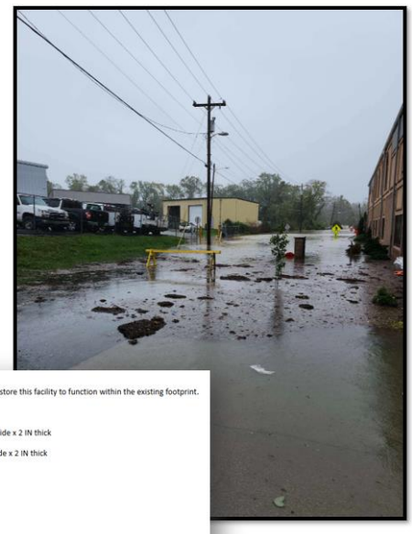
- What's been obligated (Categories E):

A. Replaced, 2 each of 2022 RAM 1500.
B. Replaced, 1 each of 2023 RAM 1500.
C. Replaced, 1 each of 2018 RAM 1500 ST.
D. Replaced, 1 each of 2023 RAM 5500.
E. Replaced, 1 each of 2008 FORD RANGER.
F. Replaced, 4 each of 2017 FORD F150.
G. Replaced, 1 each of 2018 FORD EXPLORER.
H. Replaced, 1 each of 2007 FORD F550.
I. Replaced, 1 each of 2018 RAM 5500.
J. Replaced, 1 each of 2008 STERLING BULLET.
K. Replaced, 1 each of 2003 CHEVROLET C7500.
L. Replaced, 1 each of 2004 CHEVROLET C7500.
M. Repaired, 1 each of 2017 FORD F250.

1. Contract: $871,071.82

A. Replaced 300 each of Waste Carts, 96 GAL.

1. Contracts: $19,285.46



Work to be Completed:
The applicant will utilize contract and (or) force account for repairs to Sugarloaf Shed, to restore this facility to function within the existing footprint.

Site 1, North Shed:
A. Replace 1 each of galvanized sheet metal roofing, 12 FT long x 2 FT wide
B. Replace 1 each of wood rafter supports pressure-treated, 12 FT long x 4 IN wide x 2 IN thick
C. Replace 1 each of galvanized sheet metal roofing, 6 FT long x 6 FT wide
D. Replace 1 each of wood rafter supports pressure-treated, 4 FT long x 6 IN wide x 2 IN thick
E. Replace 1 each of galvanized sheet metal roofing, 4 FT long x 2 FT wide
F. Replace 1 each of galvanized sheet metal roofing, 5 FT long x 2 FT wide
G. Replace 1 each of galvanized sheet metal roofing, 10 FT long x 2 FT wide
Site 2, South Shed:
H. Replace 2 each of galvanized sheet metal roofing, 12 FT long x 4 FT wide
I. Replace 1 each of galvanized sheet metal roofing, 2 FT long x 2 FT wide

Work to be Completed Total: $6,380.71

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's been obligated (Categories F):

Total Contracts: $230,641.97:

- Gosnell Construction & Utility Co., Inc. = $7,200.00
- TP Howards Plumbing Co., Inc. (TPH) = $215,684.95
- Jerry T. Whitmire Grading, Inc. = $1,974.85.
- WGLA Engineering, PLLC = $5,782.17

Work Completed Totals

1. Force Account Materials = $30,217.91.
2. Contract = $230,641.97.

Work Completed Total: $260,859.88.



HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's been obligated (Categories G):

1710971 TT-Citywide Fencing

Work Completed
The applicant utilized contracts for the repairs to TT Citywide fencing to restore the facilities to their pre-disaster design, function, and capacity (in-kind) within the existing footprint.

Contract
Site 1
A. Repaired 60 LF x 6 FT green vinyl chain link fence and replaced drop latch for gate and 3 IN post.

Site 2 - Barnsdale Lane & Carriage Park
B. Repaired 45 LF of top rail and three (3) strand barbed wire.

Site 3
C. Replaced 50 LF x 6 FT high vinyl coated fence (mesh, posts, top rail, barbed wire).

Site 4
D. Replaced 64 LF x 8 FT wood privacy fence.

Site 6 - 425 Armstrong Avenue
E. Rewired 250 LF of barbed wire and reset 12 posts.

1. Site 1 – Contract: $4,350.00
2. Site 2 – Contract: $2,250.00
3. Site 3 – Contract: $4,920.00
4. Site 4 – Contract: $2,875.00
5. Site 6 – Contract: $3,680.00

Work Completed Totals
1. Contracts: $18,075.00

Work Completed Total: $18,075.00



HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's been obligated (Categories G, cont.):

1518197 TT-Rotary Deck/Bank Damage

Work to be Completed:
The applicant will utilize contract and (or) force account for the repairs to the City of Hendersonville's deck and embankment to restore this facility to its pre-disaster design, function, and capacity (in-kind) within the existing footprint.

Rotary Deck/Bank - GPS: 35.31100, -82.46810:
A. Replace 1 each of Decking.
B. Replace 37 CY of Mulch.

Work to be Completed Total: $8,562.50

1518176 TT-South Allen Road - Handrail Damage

Work to be Completed:
The applicant will utilize contract and (or) force account for the repairs to the City
disaster design, function, and capacity (in-kind) within the existing footprint.

A. Replace 1 each of Steel handrail that borders the sidewalk, 40 FT long.

Work to be Completed Total: $18,391.68

1518172 1108 Lugano Dr. Guardrail Damage near Lake

Work to be Completed:
The applicant will utilize contract and (or) force account for the repairs to the City of Hendersc
function, and capacity (in-kind) within the existing footprint.

Site 1a (35.325702, -82.474012):
A. Replace W-beam steel guardrails, 50 LF long, straight-line winds toppled trees which bent rails.
Site 1b (35.325702, -82.474012):
B. Replace 5 each of W-beam steel guardrail posts, 6 FT long x 6 IN wide.

Work to be Completed Total: $13,127.55

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories C & D):

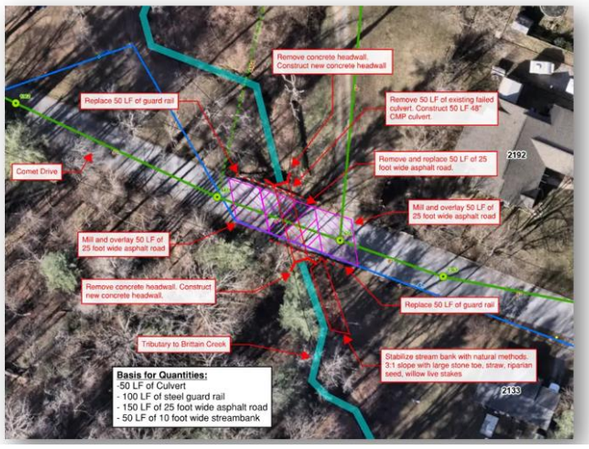
Project #	Title	Process Step	CRC Net Cost
824945	Citywide Roads and Bridges	Pending Applicant Project Review	$1,197,372
824951	Citywide Culverts	Pending Applicant Project Review	$599,779
826628	Chimney Rock Road and Sidewalk	Pending Applicant Project Review	$115,942
1069287	Carriage Park Pump Station Landslide	Pending Initial Project Development	$0
Total	**Category C**		**$1,913,094**

Project #	Title	Process Step	CRC Net Cost
824970	Reservoirs	Pending TFL Review	$1,883,680
Total	**Category D**		**$1,883,680**

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories C & D):





HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories C & D):





Bradley Creek Reservoir facing upstream in August 2022 (left photo) and November 2024 (right photo)





Bradley Creek Reservoir facing downstream in August 2022 (left photo) and November 2024 (right photo)

Action Log

Note
The Spend Plan Projection has been confirmed for the PDMG.
The Spend Plan Projection has been confirmed for the PA Ops.
Spend plan projection created for a Approximate Cost of $1,883,680.00 on July 2027.

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories E):

Project #	Title	Process Step	CRC Net Cost
824995	Whitmire Activity Center – FCO 428	Pending DDD Completion	$163,091
1068284	Patton Park House (VO)	Pending FEMA 406 HMP Completion	$1,041,903
824959	City OPS Center Building	Pending Applicant Project Review	$287,465
824943	City Hall Repairs	Pending PDMG Scope & Cost Routing	$1,000
Total	**Category E**		**$1,493,460**

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories E):

FEMA PAPPGv4 — Fixed Cost Offer (FCO) Policy Summary

1. Overview & Purpose

As part of PAPPGv4, FEMA incorporated the Public Assistance Alternative Procedures for Permanent Work Pilot Policy (FP 104-009-7). This establishes Alternative Procedures as the **first option considered for all large permanent work projects** in order to ensure the ability of Applicants to drive their own recovery. It standardizes a single process for the development and consideration of fixed cost estimates for all permanent work projects.Applicants will be able to **agree to a fixed cost estimate** or choose to **pursue funding under standard, actual cost procedures.** sharepoint sharepoint



c. Please provide supporting documentation to substantiate what was the basis of determination for the extent of the damages to the Whitmire Activity Center, e.g., CPL report states: "**...Hurricane Helene caused storm surge and flooding that inundated the Whitmire Activity Center to a depth of approximately seven feet...**" page 2, document: *Whitmire Stamps.pdf*

b. Please provide supporting documentation to substantiate the existence of asbestos, lead based paint, and any other hazardous materials, including testing results and regulatory compliance documentation, as well as detailed plans for abatement and/or remediation if applicable.

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories E):



Summary

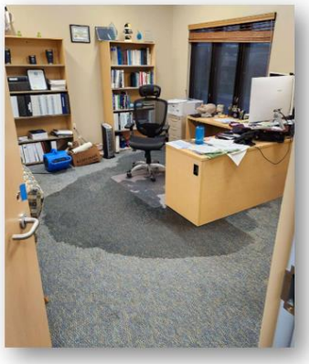
City of Hendersonville - Patton Park House

		Uncompleted	Total
	Complete Project Total for Completed and Uncompleted Work	$ 1,019,525	$ 1,019,525
PART A	"Base Costs" for Construction Work In Trades	$ 427,199	$ 427,199
	A.1 Permanent Work	$ 427,199	$ 427,199
	A.2 Non-Permanent Job Specific Work (CEF Part A)	$ -	$ -
PART B	General Requirements and General Conditions	$ 54,468	$ 54,468
	B.1 General Requirements	$ 36,312	$ 36,312
	B.2 General Conditions	$ 18,156	$ 18,156
PART C	Construction Cost Contingencies (Design and Construction)	$ 86,700	$ 86,700
	C.1 Standard Design-Phase Scope Contingencies	$ 57,800	$ 57,800
	C.2 Facility or Project Constructability	$ -	$ -
	C.3 Access, Storage, and Staging Contingencies	$ 28,900	$ 28,900
	C.4 Economies of Scale in New Construction	$ -	$ -
PART D	General Contractor's Overhead and Profit	$ 121,462	$ 121,462
	D.1 General Contractor's Home Office Overhead Costs	$ 43,764	$ 43,764
	D.2 General Contractor's Insurance, Payment, and Performance Bonds	$ 18,756	$ 18,756
	D.3 Contractor's Profit	$ 58,942	$ 58,942
PART E	Cost Escalation Allowance	$ 129,074	$ 129,074
PART F	Plan Review and Construction Permit Costs	$ 2,000	$ 2,000
	F.1 Plan Review Fees	$ -	$ -
	F.2 Construction Permit Fees	$ 2,000	$ 2,000
PART G	Applicant's Reserve for Construction	$ 40,754	$ 40,754
PART H	Applicant's Project Management and Design Costs	$ 157,867	$ 157,867
	H.1 Applicant's Project Management - Design Phase	$ 8,617	$ 8,617
	H.2 Architecture & Engineering Design Contract Costs	$ 97,551	$ 97,551
	H.3 Project Management - Construction Phase	$ 51,699	$ 51,699

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories E):





HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories E):







HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories F):

Project #	Title	Process Step	CRC Net Cost
824963	Wastewater Treatment Facility – FCO 428	Pending PDMG Scope & Cost Routing	$0
824974	Pump Stations	Pending Initial Project Development	$2,182,661
826626	Water Distribution System	Pending Applicant Project Review	$246,577
Total	**Category F**		**$2,429,238**

HELENE – FEMA PA

Budget, Obligations, and Revenues

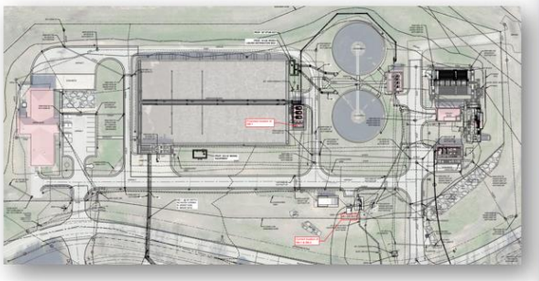
- What's pending obligation (Categories F):

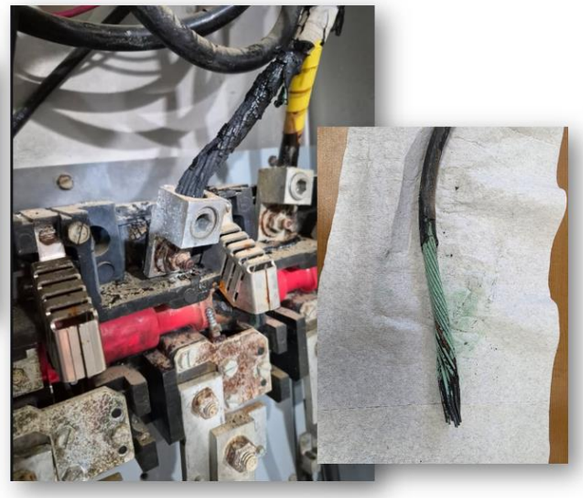


HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories F):





HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories F):

City of Hendersonville
Engineering Department
305 Williams Street
Hendersonville, NC 28792

OPINION OF PROBABLE COST

PROJECT: F07 - Cane Creek Water Line Temporary and Permanent Repairs

PREPARED BY: Devin Owen, PE

REVIEWED BY: Adam Steurer, PE

Estimate For:
Preliminary Costs: ☐
Design Costs: ☐
Construction Costs: ☑

Date: September 2025

ITEM	DESCRIPTION	EST. QUAN	UNIT	UNIT PRICE	TOTAL
1	Temporary Emergency Repair - Materials	1	LS	$14,166.50	$14,166.50
2	Temporary Emergency Repair - Contracted Labor	1	LS	$100,400.00	$100,400.00
3	Temporary Emergency Repair - Rental Equipment	1	LS	$6,487.23	$6,487.23
	Temporary Emergency Repair Subtotal				**$121,053.73**
4	Bonding & Mobilization	1	LS	$16,550.00	$16,550.00
5	Railroad Flagging	1	LS	$20,000.00	$20,000.00
6	Horizontal-Directional-Drilling of 18" HDPE (14" ID Equivilent) Waterline	300	LF	$800.00	$240,000.00
7	Connection to Existing Waterline	1	LS	$30,000.00	$30,000.00
8	Air-Release-Valve	2	EA	$5,500.00	$11,000.00
9	Butterfly-Valve	2	EA	$15,000.00	$30,000.00
	Permanent Construction Subtotal				**$347,550.00**
	Permanent Construction Contingencies (20%)				**$69,510.00**
	Permanent Design Costs (Engineering, Survey, Geotech, Permitting - Assume 15%)				**$62,559.00**
	Permanent Adminstration Costs (Legal, Acquisition - Assume 5%)				**$20,853.00**
	Total Permanent Estimated Project Cost (Rounded)				**$500,000.00**

Description:
A project to permanently repair approximately 300 linear feet of 14" Cast Iron water line that was destroyed during Hurricane Helene due to stream erosion and scouring along Cane Creek. This includes replacement piping of 18" HDPE, which has an internal diameter equivilent to the existing 14" **ductile** iron piping, installed by horizontal directional drilling.

The project includes temporary emergency repair costs that were submitted under Category B. Force account labor and equipment is not included in this estimate.



HELENE – FEMA PA

Budget, Obligations, and Revenues

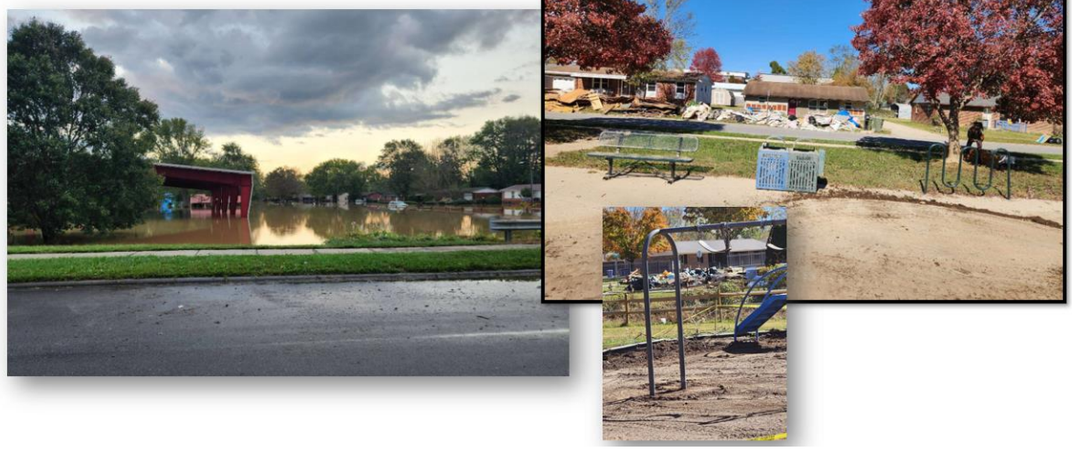
- What's pending obligation (Categories G):

Project #	Title	Process Step	CRC Net Cost
824987	Patton Park – FCO 428	Pending PDMG Scope & Cost Routing	$345,899
824993	Sullivan Park, King Park Baseball Field & 7th Ave Dog Park	Pending Applicant Project Review	$282,364
Total	**Category G**		**$628,263**

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories G):



HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories G):



REPLAY **Project Quotation**

Attn: Landon Olson
PO BOX 460
Pineville, NC 28134
Telephone: 1-704-858-3928

DATE: January 12, 2026
Quotation #: RPP-1497
Currency: USD
Quotation valid until: 30 Days

Quotation For: City of Hendersonville, NC
Attention: Kevin Rhodes
Ship To: 712 Martin Cir, Hendersonville, NC 28792

Project : Sullivan Park Renovation
Color : 50% Color / 50% Black
Fall Height : 6' CFH
Total Sqft: 11853
Product: PIP Rubber Surfacing

Comments or Special Instructions:
**Security fencing not included
**Subject to onsite measurements
**Standard Aromatic Urethane Quoted
**Site to be left at proper grade by customer

**Edge Termination: 1. Flush with curbing 2. Turn Down Edge
**Replay to install Compacted Stone: 1. YES 2. NO

SALESPERSON	P.O. NUMBER	SHIP VIA	QUOTE #	F.O.B. POINT	TERMS
Sebastian Strevens		Replay			25% down, 75% due on Completion

QUANTITY	DESCRIPTION	UNIT PRICE	WEIGHT (EA)	AMOUNT
11853	Replay Safer Surfacing - IPEMA Certified	$20.01		237,178.53
11853	12" Mulch Removal	$3.45		40,892.85
215	Drainage - French Drain	$32.00		6,880.00
565	Playground Rubber Borders	$19.00		10,735.00
3	Playground Structure Removal (Wood Structures/Concrete Footings)	-		19,676.00
	Freight + Mobilization	Included		
	TOTAL WEIGHT: 81,050 lbs			

SUBTOTAL $ 315,362.38
FREIGHT -
$ 0.00
Tax Exempt $ 0.00
TOTAL $ 315,362.38

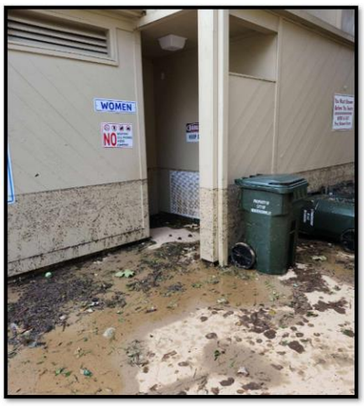
Estimated Project Start:

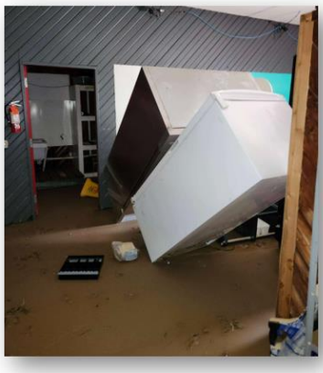
Accepted By: _____

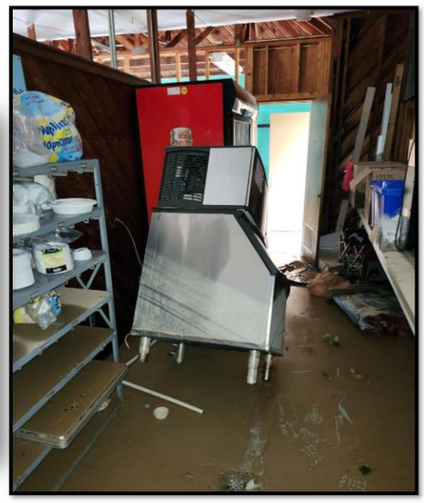
HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories G):



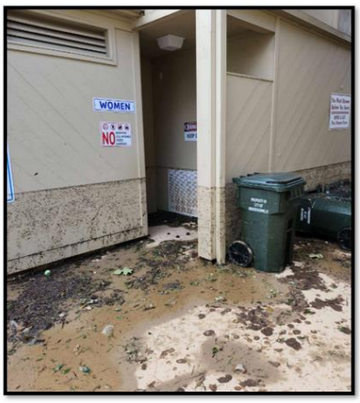




HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories G):



824987 > DI1518207 > Site 6, Women Bathhouse

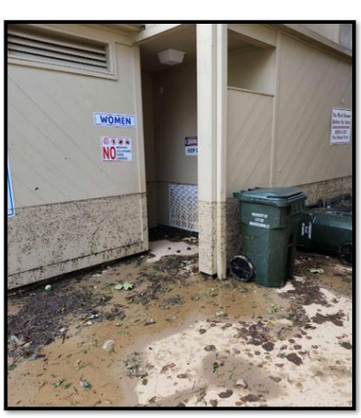
1280.00	04012052032O	Cleaning masonry, heavy restoration, heavy soil, biological and mineral staining, paint, by chemical, high pressure wash, brush and rinse, excludes scaffolding	S.F.	$ 4,902.40	Year 2026 Quarter 1	NORTH CAROLINA / ASHEVILLE (287-288)
3.00	260590104015	Receptacle devices, duplex outlet, ivory, type NM cable, 20', 15 amp, incl box & cover plate	Ea.	$ 140.31	Year 2026 Quarter 1	NORTH CAROLINA / ASHEVILLE (287-288)
3.00	260590104015	demo Receptacle devices and wire	Ea.	$ 109.35	Year 2026 Quarter 1	NORTH CAROLINA / ASHEVILLE (287-288)

07/09/2026 02:26 PM EDT		Project Lane changed from Estimated Costs lane to Specialized lane. Reason: Specialized.

HELENE – FEMA PA

Budget, Obligations, and Revenues

- What's pending obligation (Categories G):



Public Assistance (PA) Reforms (Division B)

- **Upfront Grants:** Transitions public infrastructure funding from a slow reimbursement model to an upfront, grant-based funding system with pre-approved cost estimates. National Association of ... +1
- **Speed and Flexibility:** Implements expedited repair procedures, lump-sum block grants for smaller disasters, and fast-tracked emergency debris removal. Congress.gov +2
- **Transparency:** Mandates a public online project status dashboard to track fund disbursements. Congress.gov +1

Factor	Justification
50% Rule	98.68% repair-to-replacement ratio — far exceeds FEMA's threshold
Flood Resilience	Facility elevated 4 ft above grade, removed from floodplain
Codes & Standards	New construction built to current applicable codes
EHP Compliance	H&H modeling, floodplain permitting, and resilient materials plan in place
Financial Integrity	Insurance proceeds fully reconciled; no duplication of benefits
Section 428 Flexibility	Ability to share funds across Alternative Procedures Projects and retain excess funds for future risk reduction

HELENE – FEMA PA

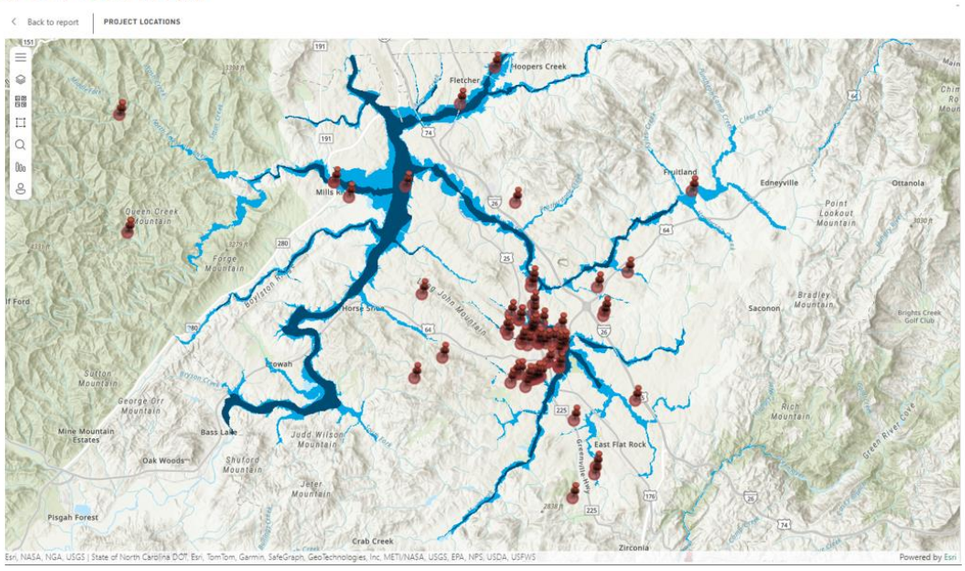
Overall

- A Substantial Lift Remains
  - WWTP; Patton; Whitmire
- ~50% Complete
- Strategy and Timeline Identified to Complete Remaining PA Obligations by January 2027

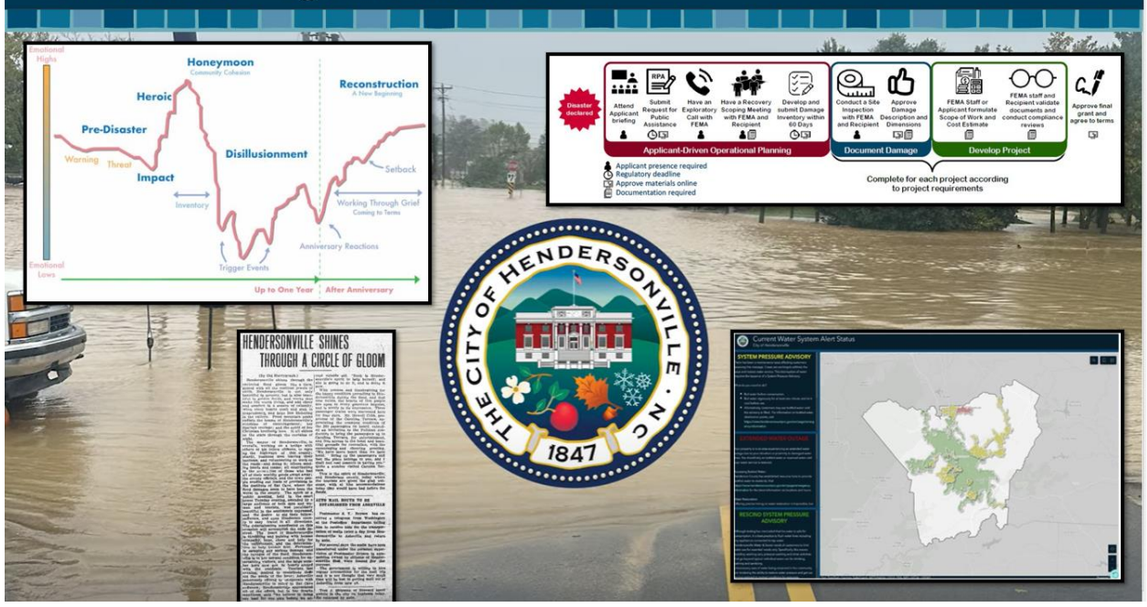
Status	Count	Total CRC Net Cost
✅ Obligated	14	**$4,872,230**
❌ Not Yet Obligated	14	**$6,464,057**
Total	**28**	**$11,336,287**

HELENE – FEMA PA

Project Overview



HELENE – QUESTIONS?



B. Adoption of Resolution of Intent to Negotiate Terms to Acquire, Manage or Lease the City of Saluda Water System – *Brent Detwiler, Assistant City Manager for Public Services and Adam Steurer, Utilities Manager*

Utilities Director Adam Steurer reminded council that in 2022 the Saluda water system elected to apply for a merger and regionalization feasibility study. That is a grant study offered by NCDEQ and this city council offered a letter of acknowledgement as a partner in that study and that study was completed about a year ago. In that study, there were a list of recommendations in order for the City of Hendersonville's water system to merge with the City of Saluda's water system. There have been some other discussions, some lists, some funds that are needed but this resolution says the city council wishes to state that it intends to enter into discussions with the City of Saluda regarding its water system.

Council Member Melinda Lowrance moved that City Council adopt a Resolution of Intent to Collaborate with the City of Saluda Regarding its Water System as presented. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-93

RESOLUTION OF INTENT TO COLLABORATE WITH THE CITY OF SALUDA REGARDING ITS WATER SYSTEM

WHEREAS, the City of Saluda owns and operates a water system within the City of Saluda, and in North and South Lake Summit; and

WHEREAS, there currently exists a Water Usage Agreement between the City of Hendersonville and the City of Saluda dated July 1, 2018 outlining the terms and conditions of Saluda's purchase of treated drinking water from Hendersonville to provide drinking water to Saluda's customers of its water system; and

WHEREAS, the City of Hendersonville issued a letter in support of the City of Saluda receiving a grant to perform a Merger and Regionalization Feasibility Study ("MRF") in June of 2025 regarding a potential merger of the Saluda water system into the City's water system, but specifically withheld any commitment for a merger at that time; and

WHEREAS, the North Carolina Department of Environmental Quality awarded a study grant for this purpose ; and

WHEREAS, in September of 2025, a MRF was completed by High Country Engineering, PC; and

WHEREAS based on the finding in the MRF, the City Council wishes to proceed with discussions with the City of Saluda regarding the extent to which the City of Hendersonville and the City of Saluda might collaborate on the ownership and operation of the Saluda water system.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA that City Council wishes to publicly state its intent to enter into formal discussions with the City of Saluda regarding the potential for a collaborative arrangement between the City of Saluda and the City of Hendersonville, up to and including a merger of Saluda's water system into the City of Hendersonville's water system. Staff are specifically directed to enter into formal discussions with the staff for the City of Saluda and bring back a recommendation to City Council regarding this collaboration.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of October, 2026.

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

C. City Code Amendment Establishing that Certain Utilities Must Obtain a Franchise to Operate in the City Limits – *Angie Beeker, City Attorney*

City Attorney Angie Beeker and others have been working with Enbridge and Duke Energy on updated franchise and easement agreements. She has determined that the General Statutes permit municipalities to require franchise agreement for a utility to operate within the city limits and is recommending that we amend the City Code to establish that requirement.

Council Member Gina Baxter moved that the City Council adopt an Ordinance of the City of Hendersonville City Council to Amend Chapter 46 of the Code of Ordinances for the City of

Hendersonville to Require a Franchise to Operate Certain Enterprises in the City of Hendersonville as presented. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-32

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CHAPTER 46 OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE TO REQUIRE A FRANCHISE TO OPERATE CERTAIN ENTERPRISES IN THE CITY OF HENDERSONVILLE

WHEREAS, the City of Hendersonville is authorized by N.C.G.S. § 160A-319 to require that certain enterprises listed in N.C.G.S. § 160A-311 (with the exception of cable television) obtain a franchise before operating within the City limits for the City of Hendersonville if the City has granted any such franchises; and

WHEREAS, the City of Hendersonville has granted franchises to operate those enterprises within the City of Hendersonville, with the most recently adopted franchise being that franchise granted by ordinance to Public Service Company of North Carolina dba Dominion Energy; and

WHEREAS, City Council for the City of Hendersonville wishes to require that such enterprises obtain a franchise prior to operating within the City of Hendersonville.

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

SECTION 1. This Ordinance shall be known as "An Ordinance to Require N.C.G.S. § 160A-319 Enterprises to Obtain a Franchise Before Operating Within City Limits."

SECTION 2. That there shall be added a new Article VII of Chapter 46 of the Code of Ordinances, City of Hendersonville, North Carolina, to read as follows:

CHAPTER 46 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE VII. – Franchise Required to Operate Certain Enterprises

Sec. 46-187. Franchise Required

It shall be unlawful to operate any of the following enterprises within the City limits for the City of Hendersonville without having first been granted a franchise by ordinance of the City Council for the City of Hendersonville pursuant to N.C.G.S. § 160A-319:

(1) Electric power generation, transmission, and distribution systems.

(2) Gas production, storage, transmission, and distribution systems, where systems shall also include the purchase or lease of natural gas fields and natural gas reserves, the purchase of natural gas supplies, and the surveying, drilling and any other activities related to the exploration for natural gas.

SECTION 3. If any provision of this ordinance or its application is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable.

SECTION 4. It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Hendersonville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5. This Ordinance shall be effective upon its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of October, 2026.

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

D. Resolution of Support FBRMPO Protect Grant & NCCDOT Protect Grant – *Brian Pahle, Deputy City Manager*

City Manager Brian Pahle explained that this was originally on the consent agenda, but he wanted to flag it for their attention. This was originally on the agenda for the French Broad River MPO planning portion of the Protect Grant but then the NCDOT had reached out and they are also applying for a protect grant for the construction related to that planning phase of that same project on Howard Gap so this resolution would just give you all authority to direct the city manager to issue those letters of support.

Council Member Lyndsey Simpson moved that City Council adopt the Resolution by the City of Hendersonville City Council to Support the French Broad River MPO Protect Grant and NCDOT Protect Grant Applications as presented. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-91

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE FRENCH BROAD RIVER MPO PROTECT GRANT AND NCDOT PROTECT GRANT APPLICATIONS

WHEREAS, Hurricane Helene demonstrated the vulnerability of Western North Carolina's transportation system to flooding, landslides, severe weather, and other natural hazards. Damage and closures to transportation facilities disrupted travel throughout the region, affected access to homes, businesses, and essential services, complicated emergency response, and recovery activities, and demonstrated the importance of having reliable and redundant transportation connections; and

WHEREAS, The proposed planning and construction effort would provide an important opportunity to build on these experiences and take a regional approach to transportation resilience; and

WHEREAS, We understand that the study is expected to assess transportation vulnerabilities and critical connections, evaluate network redundancy and emergency-access needs, identify and prioritize potential resilience improvements, and develop recommendations for incorporating resilience into future transportation planning and project development. The effort may also result in a formal Resilience Improvement Plan and construction project consistent with the PROTECT program; and

WHEREAS, Transportation systems and natural hazards do not stop at municipal, county, or MPO boundaries. A five-county approach would allow communities, transportation agencies, emergency-management partners, and other stakeholders to better understand regional vulnerabilities and coordinate strategies for maintaining access and improving the ability of the transportation network to withstand and recover from future disasters.

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

1. The City of Hendersonville supports this application and looks forward to participating in the planning process, including providing relevant information, identifying local transportation vulnerabilities and priorities, and participating in regional coordination as appropriate.
2. The Council directs the City Manager to sign a letter of support for the FBRMPO Protect Grant and NCDOT Protect Grant.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of October, 2026.

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

10. CITY MANAGER REPORT

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	TYPE	AMENDMENT NUMBER
020-1010-523003	Utilities Telephone & Internet	2,350	-	951	1,399	AchieveIT	adjustment	8/27/2026
020-1010-531210	Permits, Licenses, and Fee	2,080	951	-	3,031	AchieveIT	adjustment	8/27/2026
064-1010-523003	Utilities Telephone & Internet	2,110	-	500	1,610	AchieveIT	adjustment	8/27/2026
064-7455-531260	Credit Card Processing Fees	40,000	-	1,745	38,255	AchieveIT	adjustment	8/27/2026
064-1010-531210	Permits, Licenses, and Fees	4,200	2,245	-	6,445	AchieveIT	adjustment	8/27/2026
067-1010-523003	Utilities Telephone & Internet	5,993	-	1,631	4,362	AchieveIT	adjustment	8/27/2026
067-1010-531210	Permits, Licenses, and Fees	6,300	1,631	-	7,931	AchieveIT	adjustment	8/27/2026
068-1010-523003	Utilities Telephone & Internet	2,318	-	600	1,718	AchieveIT	adjustment	8/27/2026
068-1010-519200	Contract Services	21,000		1,035	19,965	AchieveIT	adjustment	8/27/2026
068-1010-531211	Permits, Licenses, and Fees	6,300	1,635	-	7,935	AchieveIT	adjustment	8/27/2026
060-0000-534999	Contingency	91,740	-	8,250	83,490	Washer & Dryer Replacement at WWTP	adjustment	9/3/2026
060-7135-534000	Non-Capital Equipment	-	3,000	-	3,000	Washer & Dryer Replacement at WWTP	adjustment	9/3/2026
060-7135-554001	Capitial Outlay Equipment Other Than	115,000	5,250	-	120,250	Washer & Dryer Replacement at WWTP	adjustment	9/3/2026
020-1010-531210	Permits, Licenses, and Fees	3,031	155	-	3,186	Adobe	adjustment	9/9/2026
020-2102-519101	Professional Services - Audit	1,000	-	155	845	Adobe	adjustment	9/9/2026
064-1010-531210	Permits, Licenses, and Fees	6,445	305	-	6,750	Adobe	adjustment	9/9/2026
064-7455-519200	Contract Services	48,000	-	305	47,695	Adobe	adjustment	9/9/2026
067-1010-531210	Permits, Licenses, and Fees	7,931	460	-	8,391	Adobe	adjustment	9/9/2026
067-7555-519200	Contract Services	282,469	-	460	282,009	Adobe	adjustment	9/9/2026
068-1010-531211	Permits, Licenses, and Fees	7,935	460	-	8,395	Adobe	adjustment	9/9/2026
068-7855-521001	Supplies & Materials	76,500	-	460	76,040	Adobe	adjustment	9/9/2026

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

City Mananger gave "Mayor's Memories".

We have been doing every three years, so we are at October 1, 2020. The city entereed into an agreement contract and a resolution to extend sewer service to Halfway Tree and take a bunch of failing septic systems offline outside the city limits. Additionally, we accepted a drinking water state revolving loan fund for the French Broad River Intake. Here we are six years later fully online with a great new water source. Representative Chuck McGrady came and annoucned is retirement from the state legislature and said he was going onto the NCDOT Board and promised to do a bunch of good stuff for us with DOT. We had a few presentations with parks and recreation. We had a contiguous annexation for Universal at Lakewood Apartments that are now online. We had a zoning map amendment for the parking deck project and we awarded bids to change and improve this council chamber. John Connet recognized our stormwater program and our utility program for the multi-area stream bank restoration project which won an award. Council member Jeff Miller engaged us in conversation about the dark sky initiative and we had a presentation where we turned all of the lights off and talked aboaut soft white color light, daylight color light and foot candles.

11. <u>CLOSED SESSION</u> - REMOVED

12 . <u>ADJOURN</u>

There being no further business, the meeting adjourned at 7:30 p.m. upon unanimous assent of the Council. No further action was taken.

_____

Jennifer Hensley, Mayor Pro Tem

ATTEST:

_____

Jill Murray, City Clerk

MINUTES

October 28, 2026

SECOND MONTHLY MEETING OF THE CITY COUNCIL

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

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

Staff Present: City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Communications Director Allison Justus, and others.

1. CALL TO ORDER

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

3. 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. Technical Corrections on Chapter 52 – Utilities of the City of Hendersonville Code of Ordinances – *Angela Beeker, City Attorney*

B. Sole Source Purchase of Axon Products – *Logan Hickey, Chief Blair Myhand, Captain Trae Laws*

C. Purchase of Fleet Vehicles for Police Department - *Logan Hickey, Chief Blair Myhand, Captain Trae Laws*

4. PRESENTATIONS

A. Proclamation - "We Are Hope" Week 2026 – *Barbara Volk, Mayor*

Mayor Volk read the proclamation aloud and presented it to Patrick Davis and other Hope Coalition staff members, as well as, representatives from various schools.

Proclamation

Honoring the Observance of
"We Are Hope" Week in Henderson County Public Schools'
Middle & High Schools
November 9, 2026 – November 13, 2026

WHEREAS, Substance and alcohol abuse negatively affects many areas of the brain, the liver, the heart, and other body parts and can cause adverse behavior, psychological, and social consequences; and

WHEREAS, there were more than 69,900 drug overdose deaths in the United States in 2025 and 44,564 of those deaths involved opioids; and

WHEREAS, substance and alcohol abuse continues to occur among children and youth in our society. In 2025, nearly 15.3% of youth aged 12 years or older met diagnostic criteria for a substance use disorder in the past year; and

WHEREAS, according to the 2025 National Survey on Drug Use and Health from the Substance Abuse and Mental Health Services Administration, approximately 1 in 4 youth aged 12 years or older reported illicit drug use in last year, including 129.1 million reported alcohol use, followed by 46.9 million using tobacco products, 43.8 million using marijuana, and 29.3 million vaping nicotine; and

WHEREAS, student leaders in Henderson County Public Schools' six high schools and four middle schools have joined with local Henderson County nonprofit Hope Coalition in educating their peers on alcohol, tobacco, marijuana and prescription drug use and abuse; and

WHEREAS, students at Apple Valley Middle, Flat Rock Middle, Hendersonville Middle, Rugby Middle, East Henderson High, Innovative High School, Henderson County Career Academy, Mountain Community School, Hendersonville High, North Henderson High, and West Henderson High are pledging to be and remain substance-free.

NOW THEREFORE BE IT RESOLVED, by the City of Hendersonville City Council, that November 9th - 13th, 2026, be observed in Henderson County Public Schools' middle and high schools as "We Are Hope" substance misuse awareness week.

Proclaimed on the 28th day of October, 2026.

B. Food Finder Map – *Jenny Floyd, Assistant to the City Manager*

Kris Merritt, Senior Program Officer of the Community Foundation of Henderson County pulled up the Food Finder map and showed how to navigate it. This is a free map that shows food resources near you.

Henderson County Food Finder — Free map of food resources near you

C. Water & Sewer Department Quarterly Update – *Adam Steurer, Utilities Director*

Utilities Director Adam Steurer gave a brief water and sewer department update and showed the following PowerPoint presentation.



- 2026 Quarter 3 Report
- Lead Service Line Investigation Update
- WWTF Expansion and Flood Mitigation Project Update

Hendersonville Water Sewer





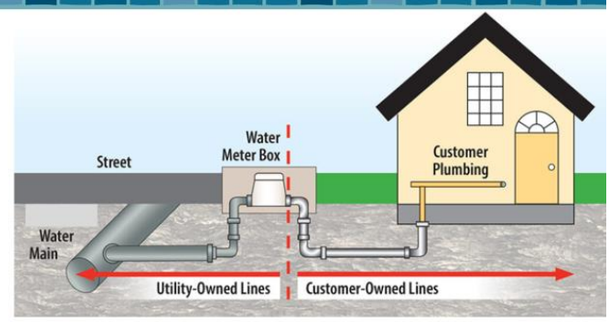


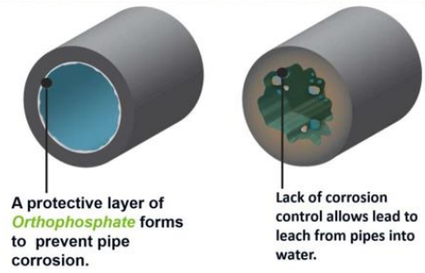




Lead Service Line Investigation - Refresher

- What is a Service Line?
- Lead is **not** present in source water
- Lead in drinking water can come from corrosion of household plumbing/fixtures that contain lead
- Corrosion control and pH adjustment protect the community
- Sampling in Water System confirms program success
- EPA Rule Revision requires utilities to inventory service line materials
- Sent customer notifications late 2024



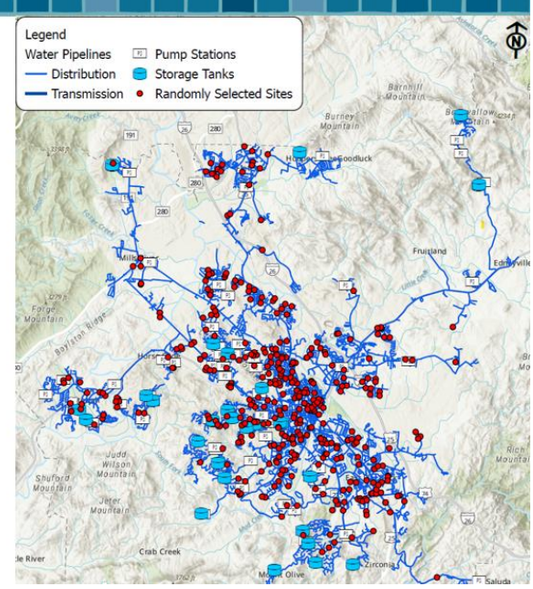


A protective layer of *Orthophosphate* forms to prevent pipe corrosion.

Lack of corrosion control allows lead to leach from pipes into water.

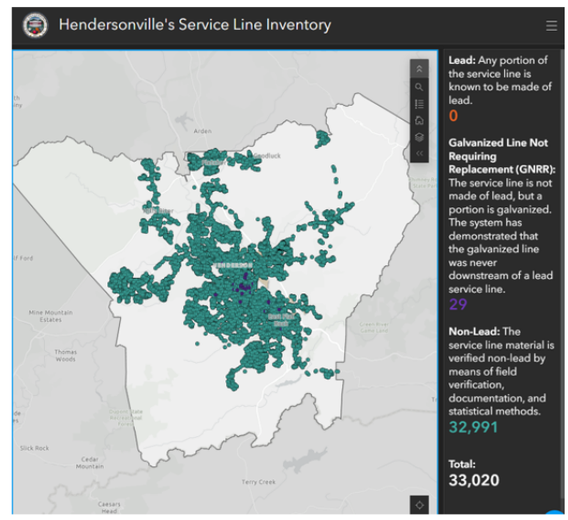
Lead Service Line Investigation - Update

- Staff have physically investigated 340 random service lines with unknown materials
  - Additionally, staff previously investigated 138 "high-likelihood sites"
- No lead services have been found
- Statistical Method in accordance with State and EPA Guidance:
  - *"With 95% confidence there are fewer than 1% of service lines containing lead material"*



Lead Service Line Investigation – Update cont'd

- Service Line Inventory available on the website.
- Additional resources available on the website.
- Continue corrosion control, sample system, collect service line materials during normal maintenance work.
- https://www.hendersonvillenc.gov/water-and-sewer/customer-center/outreach-education/lead-service-lines



Wastewater Treatment Facility Improvements

Flood Mitigation

- Elevate/Relocate/Protect
- Status: 90% Design
- Cost Estimate: $101M

Expansion

- 4.8 mgd to 6.0 mgd
- Status: 90% Design
- Cost Estimate: $25.1M



WWTF Project Update – Funding

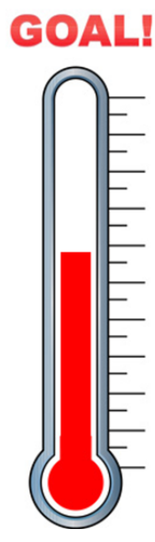
Funding Program	Funding Secured	Add 'l Funding Available/Applied	Funding Terms
Insurance	$685,000	--	Cash
FEMA – PA/FCO	--	TBD	Grant
FEMA - HMGP	--	TBD	Grant
SRF	$35M		Loan @ 2.34% interest
SRP	$6M		$3M Grant, $3M @ 2.45% interest
Helene SRF	$9M	--	$8M Grant, $1M @ 0% interest
Dogwood Health Trust	$2M	--	Grant
CDBG – DR	--	$15M	Grant
EDA	$20.1M	--	Grant
TOTAL	**$72.8M**		**$33.8M Grants, $39M Loans**

WWTF Project Update – Funding

- Total Project Costs: $126.1M
- Total Funding Secured: $72.8M
  - $33.8M Grants
  - $39M Subsidized Loans
- **Current Funding Need: ~$53.3M**

- Rate Model predicts loans of ~**$36.8M**
  - Additional financing beyond will either:
    - Have rate impacts
    - Require reprioritization of CIP projects

Questions?



D. Financial Sustainability Report – *Adam Murr, Budget & Evaluation Director*

Budget and Evaluation Director Adam Murr gave a financial sustainability report and showed the following PowerPoint presentation.

CITY OF HENDERSONVILLE

Financial Transparency

Oct. 28, 2026

FY27 – FY29 Strategic Plan

7. Focus Area: Financial Sustainability / Transparency

7.1 Confidence in Revenue Models

→ **7.1.2 Quarterly Executive Updates to Council**:

	Q1	Q2	Q3	Q4
Major Revenues	Jul.	Oct.	Jan.	Apr.
General Fund Model	Aug.	Nov.	Feb.	May
Capital Improvement	Sep.	Dec.	Mar.	Jun.

FY27 – FY29 Strategic Plan

Major Revenues (Jul. | Oct. | Jan. | Apr.)

- First Quarterly Memo
  - Jul. report focused on FY26, Q4
  - Focus on the City's most significant revenue sources:

General Fund
- Property Tax
- Motor Vehicle Tax
- Sales Tax
- Utility Sales Taxes
- Fire Inspection Fees
- ABC Revenues

Water & Sewer Fund
- Water Sales
- Sewer Charges
- Water & Sewer Tap Fees
- Water & Sewer System Development Fees

Parking Fund
- Parking Meter Sales
- Parking Garage Sales
- Parking Permit Sales
- Parking Citation Fees

Stormwater Fund
- Stormwater Fee

Environmental Services Fund (ESF)
- Residential Sanitation Revenues
- Commercial Sanitation Revenues

FY27 – FY29 Strategic Plan

Major Revenues (Jul. | Oct. | Jan. | Apr.)

- First Quarterly Memo
  - Jul. report focused on FY26, Q4
  - Focus on the City's most significant revenue sources:

Key Findings as of 07/30/2026

FY26 revised budget for revenues = **$64,525,057**

FY26 year-to-date actuals = **$65,875,353** (+$1,350,296, or 2.09%)

Fund	Rev. Budget	07/30 Est.	$ Δ	% Δ
General Fund	$29,556,655	$30,515,587	$958,932	3.24%
Water & Sewer	$28,753,725	$29,908,975	$1,155,250	4.02%
Parking	$1,228,250	$1,424,663	$193,413	15.99%
Stormwater	$1,684,970	$1,730,796	$46,125	2.74%
Env. Services	$2,408,820	$2,348,820	-$60,778	-2.52%

FY27 – FY29 Strategic Plan

General Fund (Aug. | Nov. | Feb. | May)

- Second Quarterly Memo
  - Aug. report focused on FY26, Q4 with a glimpse of FY27
  - Next report will focus on FY27, Q1 updates to the model
  - Key General Fund Model considerations include:

- **Financial Sustainability Scorecard**
  - Historical actual fund balance
  - Future estimated fund balance
  - Operating ratio status
  - Capital ratio status
  - Debt service to expenditure ratio
  - Assessed value ratio
- **Revenues, Expenditures, and Other Financing Sources/(Uses) estimation**
- **Projects and Initiatives Under Consideration**
- **Total Proposed Debt Service**
- **Proposed Position Additions and Other Recurring Expenditures**

FY27 – FY29 Strategic Plan

General Fund (Aug. | Nov. | Feb. | May)

- Second Quarterly Memo
  - Aug. report focused on FY26, Q4 with a glimpse of FY27
  - Next report will focus on FY27, Q1 updates to the model

Key Findings as of 08/31/2026

- Estimated FY26 Unassigned Fund Balance = $7,895,603, or **25.63%** (policy min. = 25.0%)
- Estimated FY26 Operating Ratio = **7.1%**
  - Strong revenues available to cover regular operating expenditures
- Estimated FY26 Capital Ratio = **0.8%**
  - City is using debt financing strategy for capital, not "pay-go"
- Estimated FY26 Debt Service to Expenditure Ratio ("D/S to Exp Ratio") = **13.7%**
  - Target D/S to Exp. Ratio is under 15.0%
  - Debt service is 13.7% of total expenditures

FY27 – FY29 Strategic Plan

Capital Improvement (Sep. | Dec. | Mar. | Jun.)

- Third Quarterly Memo
  - Sep. report provided Gantt Chart and project tracking updates
  - List of reviewed projects and high-level budget authorization:

	Project Count	Budget Authorized
Helene Projects	64	$203,590,915
All Other Projects	86	$232,961,949
Total	**150**	**$436,552,864**

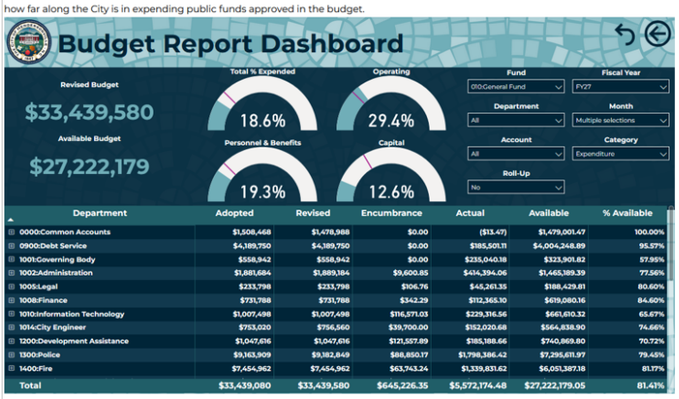
- William H. King Memorial Park
- Clear Creek Greenway
- Transportation General Obligation Bond
- City Hall Improvement Projects
- Patton and Whitmire Projects
- Sullivan Park Improvements
- Audible Pedestrian Signals
- Fire Engine 9-5 Replacement ("Quint")
- 4th & Ashe Project
- Mills Gap Rd. Redundant Water Line
- Biosolids Dryer
- WWTP Flood Mitigation & Expansion
- Water System Looping
- Mud Creek Interceptor
- WWTP Belt Filter Project
- Wash Creek 06, Phase 01
- Lower Mud Creek Phase 02

Transparency Resources

HENDERSONVILLENC.GOV/BUDGET

Budget Report

The budget report dashboard provides a summary of the City's budget and actual expenditures by fund and department to the date of the latest posting of data from the Finance and Budget Office. This tool is available to help departments, staff, and public gauge how far along the City is in expending public funds approved in the budget.

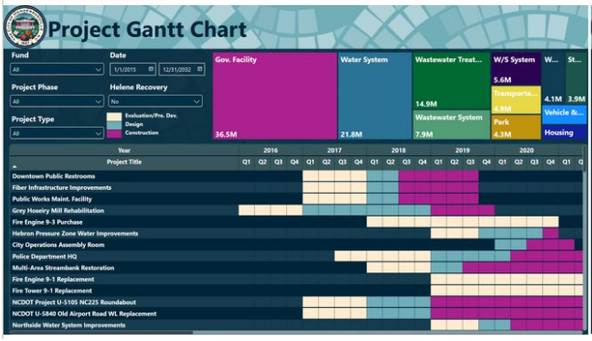


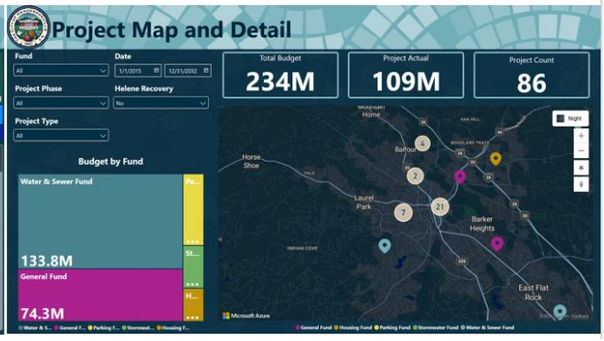
Transparency Resources

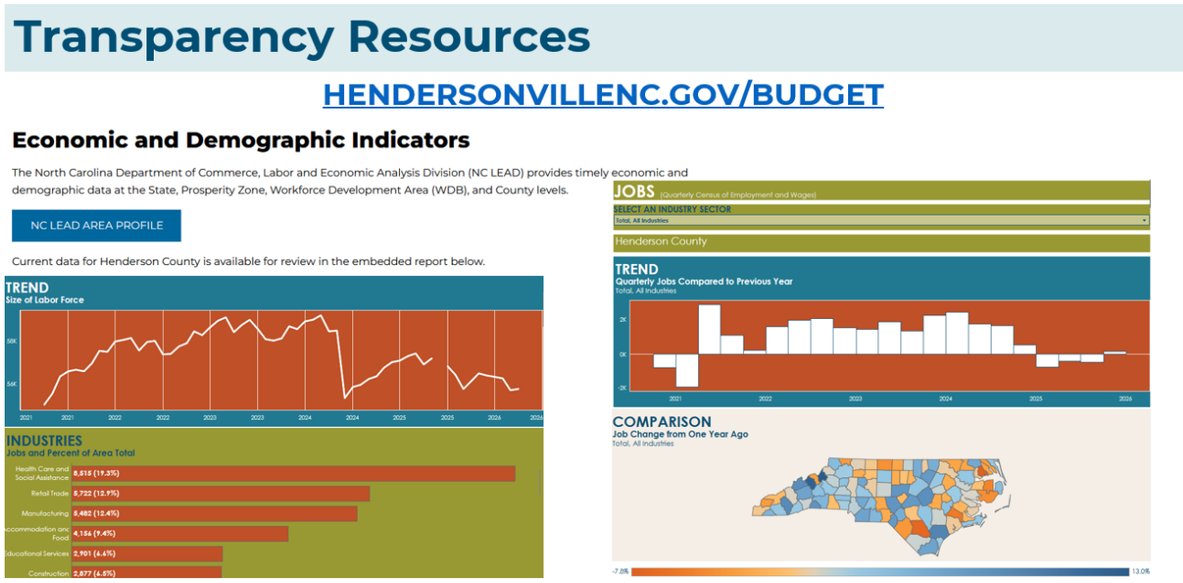
HENDERSONVILLENC.GOV/BUDGET

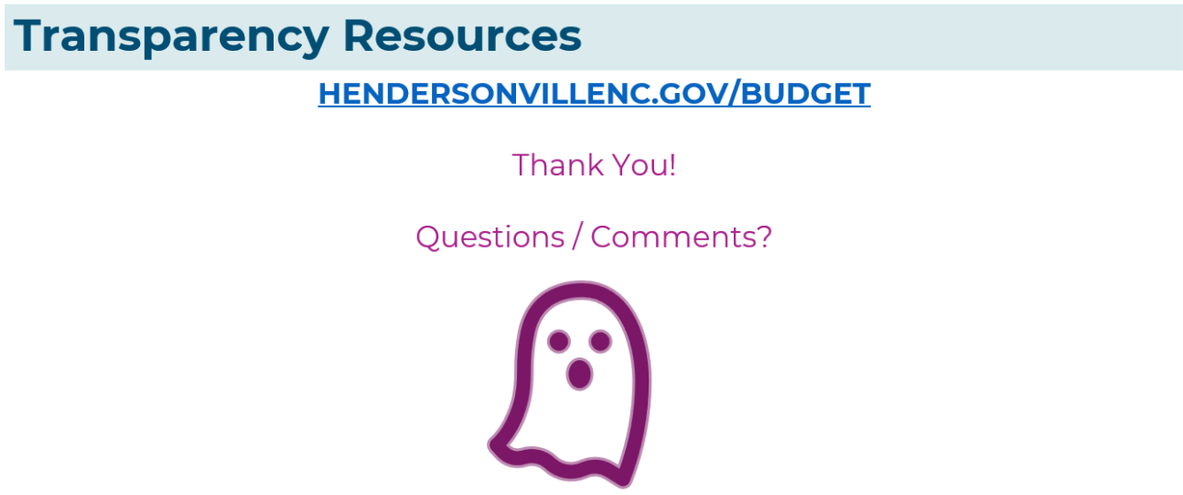
Project Gantt Chart

The interactive Project Gantt Chart provides a visual timeline of City projects and NCDOT projects involving City infrastructure, helping viewers understand project schedules and timing. A project map can be found on page 2 of the report, helping viewers understand project locations.









5. NEW BUSINESS - None

6. CLOSED SESSION

Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1), (a)(3) and (a) (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, to consult with the City Attorney to preserve the attorney client privilege and to discuss the case of Public Service Co of NC, Inc, d/b/a Enbridge Gas, NC v. Moore & Son Site Contractors, Inc., ….and the City of Hendersonville, 25CV002532-440, Henderson County Superior Court, and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

7. ADJOURN

City Council went into closed session at 4:45 p.m.

At 5:46p.m. City Council came back into open session and council member Lyndsey Simpson moved that City Council approve the settlement as proposed in the matter of Public Service Co of NC, Inc. d/b/a Enbridge Gas, NC v. Moore & Son Site Contractors, Inc., and the City of Hendersonville, 25CV002532-440, Henderson County Superior Court. A unanimous vote of the Council followed. Motion carried.

Council Member Lyndsey Simpson moved that City Council authorize the mayor to enter int an employment agreement with the city attorney. A unanimous vote of the Council followed. Motion carried.

There being no further business, the meeting adjourned at 5:48 p.m. upon unanimous assent of the Council. No further action was taken.

_____

Barbara G. Volk, Mayor

ATTEST:

_____

Jill Murray, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer

MEETING DATE: November 5, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Carolina Village 60 Unit Building – *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 Carolina Village Inc., for the Carolina Village 60 Unit Building as presented and recommended by staff.

SUMMARY:

The Carolina Village 60 Unit Building located off Carolina Village Road in Hendersonville proposes to extend the City's water and sewer systems to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water and sewer utility line extension processes 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: 26107

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Carolina Village 60 Unit Building

Map showing Carolina Village 60 Unit Building 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 **CAROLINA VILLAGE INC.**, a North Carolina nonprofit corporation, 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 +/- 93.888 acres, and being all of that real property located at 600 Carolina Village Road, Hendersonville, North Carolina 28792, having a PIN of 9579183554, and being all of that real property described in that deed recorded in Deed Book 1341 at Page 582, Henderson County registry, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Carolina Village 60 Unit Building (project number 26107); 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) a Water Service Extension consisting of +/- 33 lineal feet of 6-inch ductile iron water line (DIP/CL-350), together with all hydrants, valves, meters, and appurtenances; and 2) a Sanitary Sewer Service Extension consisting of +/- 542 lineal feet of 8-inch PVC sewer line (PVC/SDR-35), five (5) manholes, and all related appurtenances, and being more particularly shown and described on those construction plans and specifications, dated June 30, 2026, prepared by WGLA Engineering, PPLC, a Civil Engineering firm, said plans being incorporated herein by reference. 1) and 2) 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 municipal boundaries of the City of Hendersonville, North Carolina; 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 this agreement. 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, mandrel deflection test, and video of the new sanitary sewer collection system by means of closed-circuit television (CCTV). 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.

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

DEVELOPERCAROLINA VILLAGE, INC.,
a North Carolina nonprofit corporation

BY:_____ (SEAL)
Kevin Parries, Executive Director

THE CITY OF HENDERSONVILLE

BY:_____ (SEAL)
Brian Pahle, City Manager

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that **KEVIN PARRIES** personally appeared before me this day, and being duly sworn, stated that they are the **EXECUTIVE DIRECTOR** for **CAROLINA VILLAGE INC.**, and that they executed and acknowledged the foregoing instrument on behalf of the entity pursuant to 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 Brian Pahle, 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 CAROLINA VILLAGE INC. FOR THE CAROLINA VILLAGE 60 UNIT BUILDING

WHEREAS, the City of Hendersonville owns, operates and maintains sewer and water systems 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 and gravity 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 water and sewer line extension processes; and

WHEREAS, Carolina Village Inc., the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Carolina Village 60 Unit Building.

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

1. The Utility Extension Agreement with Carolina Village Inc., the "Developer" and "Owner" to provide water and sewer service to the Carolina Village 60 Unit Building 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 5th of November 2026.

Attest: _____ Barbara G. Volk, Mayor, City of Hendersonville

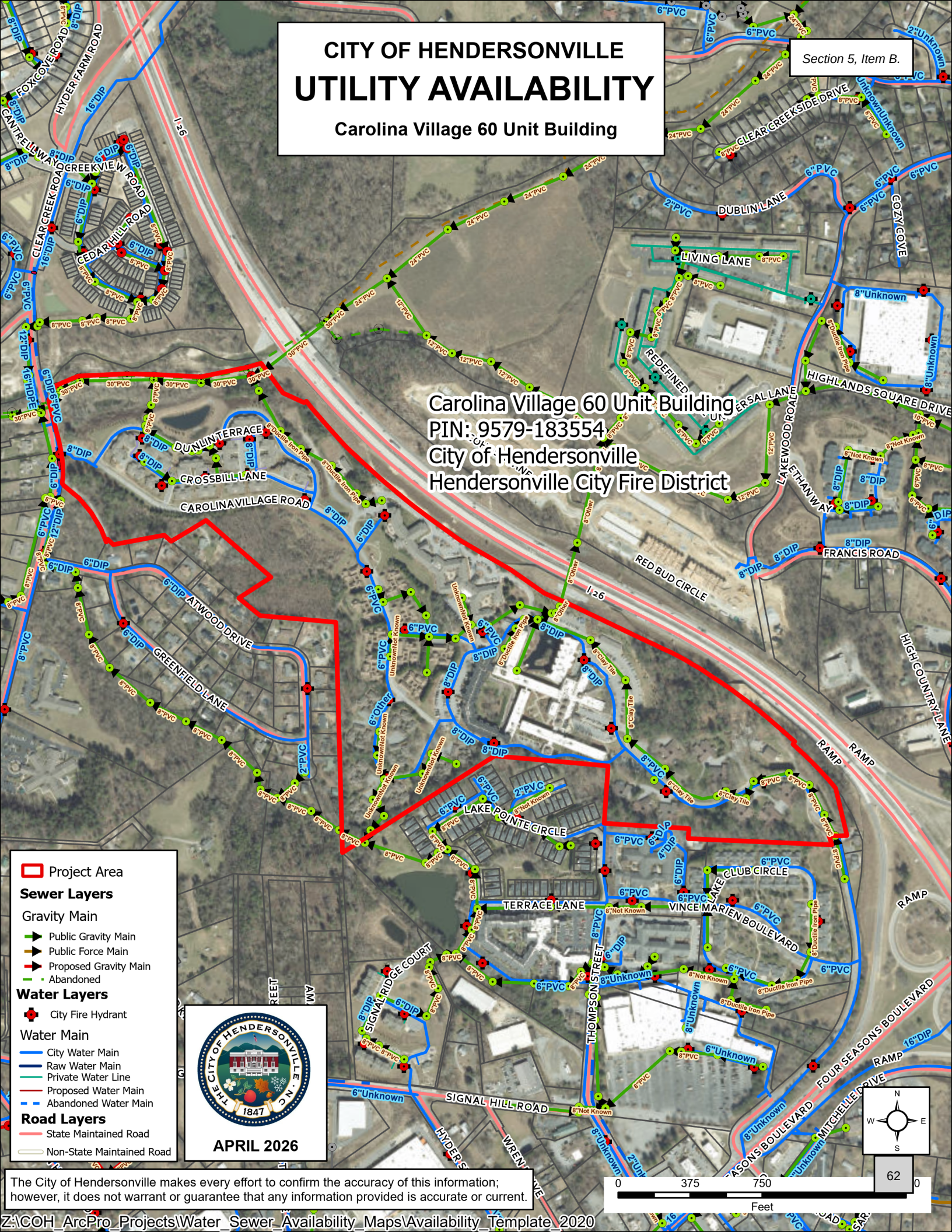
_____
Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE
UTILITY AVAILABILITY
Carolina Village 60 Unit Building



Project Area

Sewer Layers

Gravity Main
- Public Gravity Main
- Public Force Main
- Proposed Gravity Main
- Abandoned

Water Layers

City Fire Hydrant

Water Main
- City Water Main
- Raw Water Main
- Private Water Line
- Proposed Water Main
- Abandoned Water Main

Road Layers
- State Maintained Road
- Non-State Maintained Road

THE CITY OF HENDERSONVILLE N.C. 1847

APRIL 2026

N W E S

0 375 750 Feet

62

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.

Z:\COH_ArcPro_Projects\Water_Sewer_Availability_Maps\Availability_Template_2020

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 11/05/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: November 2026 Budget Amendments – *Adam Murr, Budget & Eval. Director*

SUGGESTED MOTION(S):

I move City Council adopt budget amendment(s) 11052026-01, 11052026-02, 11052026-03, 11052026-04, and 11052026-05, 11052026-06, and 11052026-07 as presented.

SUMMARY:

- **11052026-01.** An FY27 amendment transferring $45,308 from the Water and Sewer Capital Reserve Fund (459) to the Water and Sewer Capital Project Fund (460), increasing the Highland Lake Road Project (#17127) to pay final invoicing for the project completed in partnership with NCDOT.
- **11052026-02.** An FY27 amendment transferring $27,000 of SCIF Grant Project (#G2205) budget to the Sullivan Park PARTF Grant Project (#G2606). This amendment increases the Sullivan Park PARTF Grant Project total appropriation to $388,762.
- **11052026-03.** An FY27 amendment reflecting the adoption of a Grant Project Ordinance (GPO) for the Civil Rights History Grant Project (#G2608) with a total appropriation of $67,500. The project is funded by a $61,625 grant, to be matched by the City's General Fund with $5,875.
- **11052026-04.** An FY27 amendment reflecting the adoption of a grant project ordinance (GPO) for the Oakdale Cemetery Roundhouse Grant Project #G2609 and transferring $17,596 from the existing Oakdale Improvements Project #25000 to the new GPO for a required match.
- **11052026-05.** An FY27 amendment increasing the Lower Mud Creek project total appropriation from $3,832,090 to $4,082,090. The increase is reflective of the City receiving a $250,000 water resources development grant (WRDG).
- **11052026-06.** An FY27 amendment transferring $400,000 to the Apple Ridge Water Project (#22101) from the Water and Sewer Capital Reserve Fund (459) rather than Water and Sewer Capital Project Fund (460) cash.
- **11052026-07.** An FY27 amendment appropriating FY27 fund balance for the repair of the gate at the Police Department. The City received an insurance revenue in FY26 which lapsed this fiscal year. The fund balance appropriation is reflective of work being completed after 07/01/2026.

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 11052026-01 through 11052026-07

TO MAYOR & COUNCIL **FISCAL YEAR 2027**

APPROVAL: November 05, 2026 **FORM: 11052026-01**

BUDGET AMENDMENT

FUND 459 | 460					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
459-0000-470900	Fund Balance Appropriated	-	45,308	-	45,308
459-0000-598901	Transfer Out (to 460, #17127)	-	45,308	-	45,308
FUND 459	TOTAL REVENUES	-	45,308	-	45,308
W&S Capital Reserve	TOTAL EXPENDITURES	-	45,308	-	45,308
460-0000-470010-17127	Debt Proceeds ('25 Revenue Bond)	428,883	-	-	428,883
460-0000-470100-17127	Transfer In (from 459)	-	45,308	-	45,308
460-7055-550103-17127	Capital Outlay-CIP	428,883	45,308	-	474,191
FUND 460, #17127	TOTAL REVENUES	428,883	45,308	-	474,191
NCDOT Highland Lake Rd	TOTAL EXPENDITURES	428,883	45,308	-	474,191

An amendment transferring $45,310 from the Water and Sewer Capital Reserve Fund (459) to the NCDOT Highland Lake Road Project (#17127) in the Water and Sewer Capital Project Fund (460).

The City Manager and City Clerk certify budget ordinance amendment 11052026-01 was approved by City Council on November 05, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2027**

APPROVAL: November 05, 2026 **FORM: 11052026-02**

BUDGET AMENDMENT

FUND 301					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
301-0000-420050-G2606	Grant (PARTF 2026)	361,762	-	-	361,762
301-0000-598901-G2606	Transfer In (from 301, #G2205)	-	27,000	-	27,000
301-1525-550103-G2606	PARTF Grant Expenditures	361,762	27,000	-	388,762
FUND 301, #G2606	TOTAL REVENUES	361,762	27,000	-	388,762
Sullivan Park PARTF	TOTAL EXPENDITURES	361,762	27,000	-	388,762
301-0000-470100-G2205	Transfer In (from 010, FY23)	75,000	-	-	75,000
301-0000-420050-G2205	Grant Revenue	250,000	-	-	250,000
301-1502-550103-G2205	Capital Outlay - CIP	250,000	-	27,000	223,000
301-1502-598901-G2205	Transfer Out (to 010, FY26)	75,000	-	-	75,000
301-1502-598901-G2205	Transfer Out (to 301, #G2606)	-	27,000	-	27,000
FUND 301, #G2205	TOTAL REVENUES	325,000	-	-	325,000
SCIF Grant Project	TOTAL EXPENDITURES	325,000	27,000	27,000	325,000

An amendment transferring $27,000 of SCIF Grant Project (#G2205) budget to the Sullivan Park PARTF Grant Project (#G2606). This amendment increases the Sullivan Park PARTF Grant Project total appropriation to $388,762.

The City Manager and City Clerk certify budget ordinance amendment 11052026-02 was approved by City Council on November 05, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2027**

APPROVAL: November 05, 2026 **FORM: 11052026-03**

BUDGET AMENDMENT

FUND 301					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
301-0000-470100-G2608	Transfer In (from 010, FY28)	-	5,875	-	5,875
301-0000-420050-G2608	Grant Revenue (HPF AACR History)	-	61,625	-	61,625
301-1200-5____-G2608	Capital Outlay - CIP	-	67,500	-	67,500
FUND 301, #G2608 Civil Rights History Grant	TOTAL REVENUES	-	67,500	-	67,500
	TOTAL EXPENDITURES	-	67,500	-	67,500

An amendment reflecting the adoption of a grant project ordinance (GPO) for the Civil Rights History Grant Project #G2608. The City of Hendersonville will receive $61,625 in federal funding from the Historic Preservation Fund's African American Civil Rights Grants Program and match the grant award with $5,875 from the General Fund in FY28.

The City Manager and City Clerk certify budget ordinance amendment 11052026-03 was approved by City Council on November 05, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2027**

APPROVAL: November 05, 2026 **FORM: 11052026-04**

BUDGET AMENDMENT

FUND 301 | 410					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
410-0000-470010-25000	Transfer In (from 010)	109,000	-	-	109,000
410-1525-550103-25000	Capital Outlay-CIP	109,000	-	17,596	91,404
410-1525-598901-25000	Transfer Out (to 301, #G2609)	-	17,596	-	17,596
FUND 410, #25000	TOTAL REVENUES	109,000	-	-	109,000
Oakdale Improvements Project	TOTAL EXPENDITURES	109,000	17,596	17,596	109,000
301-0000-470100-G2609	Transfer In (from 301, #25000)	-	17,596	-	17,596
301-0000-420050-G2609	Grant Revenue	-	25,000	-	25,000
301-1200-5_____-G2609	Capital Outlay - CIP	-	42,596	-	42,596
FUND 301, #G2609	TOTAL REVENUES	-	42,596	-	42,596
Oakdale Roundhouse Grant	TOTAL EXPENDITURES	-	42,596	-	42,596

An amendment reflecting the adoption of a grant project ordinance (GPO) for the Oakdale Cemetery Roundhouse Grant Project #G2609 and transferring $17,596 from the existing Oakdale Improvements Project #25000 to the new GPO for a required match.

The City Manager and City Clerk certify budget ordinance amendment 11052026-04 was approved by City Council on November 05, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2027**

APPROVAL: November 05, 2026 **FORM: 11052026-05**

BUDGET AMENDMENT

FUND 467					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
467-0000-470100-G2306	Transfer In (from 067, FY24)	109,300	-	-	109,300
467-0000-420050-G2306	Grant Revenue (NCLWF)	1,725,554	-	-	1,725,554
467-0000-420050-G2306	Grant Revenue (NCDWI)	1,897,236	-	-	1,897,236
467-0000-420050-G2306	Grant Revenue (NC Blueprint)	100,000	-	-	100,000
467-0000-420050-G2306	Grant Revenue (WRDG)	-	250,000	-	250,000
467-7555-551000-G2306	Capital Outlay - Land/Easement/ROW	609,000	-	-	609,000
467-7555-550103-G2306	Capital Outlay - CIP	3,223,090	250,000	-	3,473,090
FUND 467, #G2306	TOTAL REVENUES	3,832,090	250,000	-	4,082,090
Lower Mud Creek	TOTAL EXPENDITURES	3,832,090	250,000	-	4,082,090

An amendment increasing the Lower Mud Creek project total appropriation from $3,832,090 to $4,082,090. The increase is reflective of the City receiving a $250,000 water resources development grant (WRDG).

The City Manager and City Clerk certify budget ordinance amendment 11052026-05 was approved by City Council on November 05, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2027**

APPROVAL: November 05, 2026 **FORM: 11052026-06**

BUDGET AMENDMENT

FUND 459 | 460					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
459-0000-470900	Fund Balance Appropriated	-	400,000	-	400,000
459-0000-598901	Transfer Out (to 460, #22101)	-	400,000	-	400,000
FUND 459	TOTAL REVENUES	-	400,000	-	400,000
W&S Capital Reserve	TOTAL EXPENDITURES	-	400,000	-	400,000
460-0000-470010-22101	Transfer In (from 460 reserves)	400,000	-	400,000	-
460-0000-470010-22101	Transfer In (from 459)	-	400,000	-	400,000
460-0000-470100-22101	Transfer In (from ARP, #00100)	400,000	-	-	400,000
460-7055-550103-22101	Capital Outlay-CIP	800,000	-	-	800,000
FUND 460, #22101	TOTAL REVENUES	800,000	400,000	400,000	800,000
Apple Ridge Infrastructure	TOTAL EXPENDITURES	800,000	-	-	800,000

An amendment making a technical correction to the Apple Ridge Project (#22101). The project was previously 50% funded by 460 reserves. The City has since moved all reserves from 460 to 459, requiring a documented transfer to the project. 50% ($400,000) of the project is funded by ARP grant revenues. The total appropriation remains unchanged at $800,000.

The City Manager and City Clerk certify budget ordinance amendment 11052026-06 was approved by City Council on November 05, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2027**

APPROVAL: November 05, 2026 **FORM: 11052026-07**

BUDGET AMENDMENT

FUND 459 | 460					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
010-0000-470900	Fund Balance Appropriated	3,435,434	13,215	-	3,448,649
010-1300-524010	R&M Buildings	30,000	13,215	-	43,215
FUND 010	TOTAL REVENUES	3,435,434	13,215	-	3,448,649
General Fund	TOTAL EXPENDITURES	30,000	13,215	-	43,215

An amendment appropriating FY27 fund balance for the repair of the gate at the Police Department. The City received an insurance revenue in FY26 which lapsed this fiscal year. The fund balance appropriation is reflective of work being completed after 07/01/2026.

The City Manager and City Clerk certify budget ordinance amendment 11052026-07 was approved by City Council on November 05, 2026.

City Manager Date

City Clerk Date

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 11/05/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: November 2026 Project Ordinances and Reimbursement Resolutions – *Adam Murr, Budget & Evaluation Director*

SUGGESTED MOTION(S):

I move City Council adopt the Project Ordinance(s) and Reimbursement Resolution(s) for the Civil Rights History Exhibit Grant Project, #G2608 and Oakdale Cemetery Roundhouse Grant Project, #G2609 as presented.

SUMMARY:

General Statute 159-13.2 provides North Carolina local governments the power to grant and maintain capital and grant project ordinances (CPOs and GPOs).

Civil Rights History Exhibit Grant Project, #G2608 A grant project ordinance (GPO) and reimbursement resolution (RR) for the Civil Rights History Exhibit Grant Project, #G2608. The recommended GPO includes a $67,500 total appropriation. The project will be funded by a $61,625 grant from the Historic Preservation Fund's African American Civil Rights Grant Program, and matches the grant with $5,875 from the General Fund in FY28.

Oakdale Cemetery Roundhouse Grant Project, #G2609. A grant project ordinance (GPO) and reimbursement resolution (RR) appropriating $42,596 to restore the historic roundhouse at Oakdale Cemetery. The project will be funded by a $25,000 grant from the Historic Preservation Fund's grant to Certified Local Governments (CLGs). The grant will be matched by the City with $17,596 of available budget within the Oakdale Improvements Project, #25000.

BUDGET IMPACT: Attached Project Ordinances and Reimbursement Resolutions.

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. Project Ordinances: #G2608, #G2609
2. Reimbursement Resolutions: #G2608, #G2609

Ordinance #_____

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CIVIL RIGHTS HISTORY EXHIBIT GRANT PROJECT, #G2608

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 Civil Rights History Exhibit Grant Project, #G2608.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1200	5*****	G2608	Grant Project Expenditures	$67,500
				Total Project Appropriation	**$67,500**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2608	Grant Revenue (HPF AACR History)	($61,625)
301	0000	470010	G2608	Transfer In (from 010, FY28)	($5,875)
				Total Project Appropriation	**($67,500)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Grant Project 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 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 5th day of November 2026.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Resolution #_____

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 CIVIL RIGHTS HISTORY EXHIBIT GRANT PROJECT (#G2608), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant 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 $67,500.

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 5th day of November 2026.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Resolution #_____

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 OAKDALE CEMETERY ROUNDHOUSE GRANT PROJECT (#G2609), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant 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 $42,596.

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 5th day of November 2026.

_____
Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Ordinance #_____

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE OAKDALE CEMETERY ROUNDHOUSE GRANT PROJECT, #G2609

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 Oakdale Cemetery Roundhouse Grant Project, #G2609.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1200	5*****	G2609	Capital Outlay–CIP	$42,596
				Total Project Appropriation	**$42,596**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2609	Grant Revenue (SHPO Grant - CLG)	($25,000)
301	0000	470010	G2609	Transfer In (from Oakdale, #25000)	($17,596)
				Total Project Appropriation	**($42,596)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Grant Project 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 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 5th day of November 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: Brent Detwiler **MEETING DATE:** November 5, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Public Services

TITLE OF ITEM: Resolution to Accept an Economic Development Administration Grant Award for the Wastewater Treatment Facility Expansion and Improvements Project – *Brent Detwiler, Assistant City Manager*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council to Accept an Economic Development Administration Grant Award for the Wastewater Treatment Facility Expansion and Improvements Project and to Authorize the City Manager or Designee to Execute Award Documents.

SUMMARY:

In November 2025, City Council authorized staff to apply for U.S. Economic Development Administration (EDA) disaster recovery funds to support the Wastewater Treatment Facility (WWTF) Expansion and Improvements Project. EDA has awarded the City a grant of $20,092,800 (EDA Award No. ED26ATL0G0282), with a required local match of $5,023,200 (20%), for a total project budget of $25,116,000. The project will increase WWTF capacity from 4.8 MGD to 6.0 MGD and includes aeration basin improvements, blower building improvements, secondary clarifier improvements, and replacement of Tertiary Filter No. 2.

Key award conditions include: start of construction within 24 months and completion within 48 months of the award date; disbursement on a reimbursement basis only; recording of a mortgage or Covenant of Purpose, Use, and Ownership in favor of EDA before the first disbursement; a 20-year useful life; compliance with federal procurement requirements (2 C.F.R. Part 200); and quarterly progress and semi-annual financial reporting.

The Notice of Award must be accepted by the City's Authorized Official. Staff recommends that City Council accept the award and designate the City Manager or designee to execute the Notice of Award and all related award documents.

BUDGET IMPACT: $20,092,800 EDA grant revenue; $5,023,200 required local match

Is this expenditure approved in the current fiscal year budget? Project is allocated within a CPO and within the Capital Improvement Plan. The local match will be provided from existing project funding

and with a $2,000,000 grant from Dogwood Health. A budget amendment to recognize the EDA grant revenue in the CPO will be brought forward as needed.

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution
2. Notice of Award (EDA Award No. ED26ATL0G0282)
3. Specific Award Conditions
4. Attachment 1 – Authorized Scope of Work
5. Line Item Budget

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT AWARD FOR THE WASTEWATER TREATMENT FACILITY EXPANSION AND IMPROVEMENTS PROJECT

WHEREAS, the U.S. Economic Development Administration (EDA) administers a funding program for disaster recovery infrastructure, including water and wastewater infrastructure, and

WHEREAS, on November 6, 2025, the City Council adopted a resolution authorizing the City to apply for EDA disaster recovery funds to support the Wastewater Treatment Facility Expansion and Improvements Project, and

WHEREAS, EDA has issued a Notice of Award to the City of Hendersonville (EDA Award No. ED26ATL0G0282) for the Hendersonville Wastewater Treatment Plant Expansion in the amount of $20,092,800 in federal funds, with a required non-federal matching share of $5,023,200, for a total project cost of $25,116,000, and

WHEREAS, the project will increase the capacity of the City's Wastewater Treatment Facility from 4.8 million gallons per day (MGD) to 6.0 MGD and includes aeration basin improvements, blower building improvements, secondary clarifier improvements, and replacement of Tertiary Filter No. 2, and

WHEREAS, the Notice of Award incorporates the EDA Specific Award Conditions, the EDA Standard Terms and Conditions for Construction Projects, the Department of Commerce Financial Assistance General Terms and Conditions, 13 C.F.R. Chapter III, and 2 C.F.R. Part 200, and must be accepted by the City's Authorized Official, and

WHEREAS, by accepting the award, the City certifies that its matching share is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project,

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

1. That the City of Hendersonville hereby accepts the U.S. Economic Development Administration grant award, EDA Award No. ED26ATL0G0282, in the amount of $20,092,800 for the Hendersonville Wastewater Treatment Plant Expansion, subject to the terms and conditions of the Notice of Award and all documents incorporated therein.

2. That the City commits the non-federal matching share of $5,023,200, or such other amount as may be required in proportion to the federal share of eligible project costs, and such matching funds will be available as needed for the project.

3. That the City Manager, or the City Manager's designee, is hereby designated as the

Authorized Official for the award and is authorized to execute the Notice of Award, any amendments thereto, and such other documents as may be required in connection with the award.

4. That the City Manager, or the City Manager's designee, is hereby authorized and directed to furnish such information as EDA may request in connection with the award or the project, and to notify EDA of any change in the City's Authorized Official or Recipient point of contact.

5. That the City will provide for efficient operation and maintenance of the project on completion of construction thereof, throughout the useful life of the project established by the award.

6. That the City has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of November, 2026.

_____
Barbara Volk, Mayor
City of Hendersonville

Attest:

_____
Jill Murray, City Clerk

_____
Angela Beeker, City Attorney

Department of Commerce
Economic Development Administration

Notice of Award (NoA)
ED26ATL0G0282

RECIPIENT INFORMATION

1. Recipient Name(s)
City of Hendersonville
160 6th Avenue East
Hendersonville, NC 28792-3775 US

2. Congressional District of Recipient
NC-11

3. Employer Identification Number (EIN)
566001242

4. UEI
PNGBNJ8ALA81

5. Recipient POC
Brent Detwiler
bdetwiler@hvlnc.gov

6. Authorized Official
John Connet
jconnet@hvlnc.gov

FEDERAL AGENCY CONTACT INFORMATION

7. Grant Specialist
TaSheena Spearman
tspearman@eda.gov

8. Program Officer
TaSheena Spearman
tspearman@eda.gov

9. Grant Officer
Lee Mertins
lmertins@eda.gov

FEDERAL AWARD INFORMATION

10. Award Number / FAIN
ED26ATL0G0282

11. Award Type
Grant

12. Period of performance Start Date & End Date
09/01/2026 - 8/30/2030

13. Federal Share of Cost
$ 20,092,800

14. Recipient Share of Cost
$ 5,023,200

15. Total Federal and Recipient Cost
$ 25,116,000

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16. Statutory Authority
Public Works and Economic Development Act of 1965, as amended

17. NOFO/RFA #
EDA-DISASTER-2025

18. Project Title
Hendersonville Wastewater Treatment Plant Expansion

19. Assistance Listing Number and Name
11.307 - Economic Adjustment Assistance

20. Award Action Type
New Competing

21. Multiyear Award?
No

22. R&D Award?
No

23. Construction Award?
Yes

24. Grants Officer – Signature and Date
– LEE MERTINS Digitally signed by LEE MERTINS
Date: 2026.08.21 18:55:06 -04'00'

25. Recipient – Signature and Date
–

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

RECIPIENT NAME: City of Hendersonville
PROJECT TITLE: Hendersonville Wastewater Treatment Plant Expansion
AWARD NUMBER: ED26ATL0G0282

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

I. BUDGET INFORMATION
II. GENERAL TERMS AND CONDITIONS
III. SPECIFIC AWARD CONDITIONS
IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

SECTION I – BUDGET INFORMATION
The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.
See attached Line-Item Budget

SECTION II – GENERAL TERMS AND CONDITIONS
The following regulations and general terms and conditions apply to this award:
□ 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards
□ EDA Standard Terms and Conditions for Construction Projects
□ Department of Commerce Financial Assistance General Terms and Conditions
□ Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
□ 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations
□ Other: N/A

SECTION III – SPECIFIC AWARD CONDITIONS
The following Specific Award Conditions apply to this award:
See Attachment

SECTION IV – OTHER
N/A

This document represents the true and correct version of the Official Specific Award Conditions for this EDA Grant Award.

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Construction Projects: Public Works and Economic Adjustment Assistance Programs under Sections 201 and 209 of the Public Works and Economic Development Act, as amended, 42 U.S.C. §§ 3141 and 3149

Project Title: Hendersonville Wastewater Treatment Plant Expansion	
Recipient Name: City of Hendersonville	**Project Number:** ED26ATL0G0282

This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Amendment.

The project is located in City of Hendersonville, North Carolina. This investment support wastewater treatment plant expansion to serve the City of Hendersonville and regional manufactures and businesses. The proposed project will increase the City of Hendersonville's wastewater treatment plant capacity to 6.0 MGD from its current capacity of 4.8 MGD. Specifically, the proposed project includes aeration basin improvements, blower building improvements, secondary clarifier improvements and Tertiary Filter No. 2 Replacement.

1. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Lee H. Mertins
Acting Regional Director

Economic Development Administration
Atlanta Regional Office
401 West Peachtree Street, N.W.
Suite 1820
Atlanta, Georgia 30308-3508

2. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Stacey Mills
Supervisory Program Manager
Email: smills@eda.gov

Economic Development Administration
Atlanta Regional Office
401 West Peachtree Street, N.W.
Suite 1820
Atlanta, Georgia 30308-3508

3. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

TaSheena Spearman
Email: tspearman@eda.gov

Economic Development Administration
Atlanta Regional Office
401 West Peachtree Street, N.W.
Suite 1820
Atlanta, Georgia 30308-3508

4. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal Share requested for such project expenses. The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Notice of Award, whichever is less. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.

5. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).

6. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** If the Recipient needs to return money to EDA, it may use one of the following two methods: i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments. ii. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address: NOAA OCFO Attn: Finance Office, Travel Dept. 1315 East West Highway, SSMC3 Silver Spring, MD 20910 When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. If the EFT cannot be

completed because of insufficient funds, EDA will charge a one-time fee of $25.00, which will be collected by EFT.

7. **WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient. Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to: false claims for materials and labor, bribes related to the acquisition of materials and labor, product substitution, mismarking or mislabeling on products and materials, and time and materials overcharging. Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at https://www.oig.doc.gov/Pages/Contact-Us.aspx, as soon as possible.

8. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS:** Along with other controlling law, this Award is governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.

9. **PROJECT CONTACT INFORMATION:** Recipient agrees to notify EDA promptly of any changes to Recipient's contact information as specified in the Notice of Award.

10. **AWARD DISBURSEMENTS:** Reimbursement basis only. EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met. The "Request for Reimbursement" (Form SF-271 or any successor form) is used to request a disbursement, which must be approved in writing by the Project Officer. Prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award. Instructions for submitting the form will be provided during the project kick-off conference.

11. **SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the Authorized Scope of Work (Attachment 1). All work on this project must be consistent

with the Authorized Scope of Work, unless the Grants Officer has authorized a modification of the scope of work memorialized in writing through execution of an amendment to the Notice of Award.

12. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth at 41 C.F.R. part 60-4 establish goals and timetables for the participation of minorities and women in the construction industry. Those regulations apply to all federally assisted construction contracts in excess of $10,000. The Recipient must comply with those regulations and must require compliance with 41 C.F.R. part 60-4 from contractors and subcontractors employed on the project by including such notices, clauses, and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. part 60-4. The goal for the participation of women in each trade area shall be as follows: from April 1, 1981, until further notice: 6.9 percent. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions. Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980, at 45 Fed. Reg. 65984–65991, or any subsequently published amendments. The Recipient must include the Standard Federal Equal Employment Opportunity Construction Contract Specifications (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

13. **PROCUREMENT:** The Recipient agrees that all procurement transactions will be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.327.

14. **NONRELOCATION:** By accepting this Award, the Recipient attests that the EDA-funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements, termination of the Award, and disallowance of any costs attributable, directly or indirectly, to the relocation. For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project. EDA considers an employer to be a "primary beneficiary" if the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and the applicant specifically names the employer in its application for EDA assistance. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

15. **FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA

must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.

16. **USE OF EDA LOGO:** Recipient may use the EDA logo pursuant to the below terms and conditions for the following limited purposes: • Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); • Work products and deliverables developed under this Award (e.g. tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials); and • Signage for construction projects funded under this Award and materials that promote the purpose or use of the construction project (e.g. fliers, pamphlets, brochures). Recipient may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the EDA logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the EDA logo (see section B, below). A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the EDA logo for the limited purposes described above (the "License"). Recipient agrees that: (1) the EDA logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the EDA logo, as appropriate: "The EDA logo is a trademark of the Economic Development Administration, used with permission." This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the EDA logo. B. Required Approvals for Certain Uses of the EDA Logo: Before Recipient uses the EDA logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the EDA logo for the above uses until receiving written approval (including via email) from EDA of the proposed use. C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient's goods, services, and promotional activities employing the EDA logo to ensure that such use is of proper quality and otherwise consistent with this License. D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the EDA logo shall immediately terminate. EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient's use of the EDA logo is inconsistent with the License. E. Validity and Ownership of EDA Logo: Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the EDA logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient

further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the EDA logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA's rights in the EDA logo, including challenging EDA's use, registration of, or application to register the EDA logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the EDA logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name. F. Assignments and Sub-Licenses: The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA—and must receive prior approval from EDA—of any such subcontract prior to manufacturing and distribution activities. G. Governing Law: The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction. H. Indemnification: Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the EDA logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof. I. Obtaining the EDA Logo: For an electronic version of the EDA logo, Recipient should contact the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

17. **EXECUTIVE ORDER 14173: ENDING ILLEGAL DISCRIMINATION AND RESTORING MERIT-BASED OPPORTUNITY:** This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), *Ending Illegal Discrimination and Restoring Merit-Based Opportunity.* By accepting this U.S. Department of Commerce financial assistance award, the recipient: (1) agrees that compliance in all respects with all applicable Federal antidiscrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

18. **PERFORMANCE DATA COLLECTION:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010.

    For construction awards, at this time, Recipients must report actual job creation/retention and private investment leverage at three, six, and nine years after an EDA investment. For

non-construction awards, EDA anticipates that Recipients must report on specific measures of performance throughout the period of performance and outcomes annually for up to five years after an EDA investment. The Recipient must retain sufficient documentation so that it can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA. EDA reserves the right to change the content, frequency and duration of required reports. EDA will provide adequate advance notice of any changes to the required reports so that the Recipient can collect the necessary data. Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact the Recipient in writing within a reasonable period before the deadline for submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate records are kept to support the methodology for computing initial and all subsequent actual performance data, and must make this information available at EDA's request, including in the event of an audit or performance site visit.

19. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference in the Notice of Award, the following additional documents are incorporated by reference into this Award: i. EDA Standard Terms and Conditions for Construction Projects (March 22, 2021) ii. The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation iii. Authorized Scope of Work (Attachment 1) Should there be a discrepancy among these documents, the Specific Award Conditions, including any attachments, shall control.

20. **EVIDENCE OF GOOD TITLE:** Prior to advertising for construction bids, the Recipient must provide an opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as any necessary rights-of-way, easements, state or local government land use permits, long-term lease interests, or other items necessary for the completion of the project in accordance with 13 C.F.R. part 314.

21. **FINANCIAL REPORTS:** Financial Status Reports (SF-425) must be submitted to EDA on a semi-annual basis via EDA's Grants Management Portal for the reporting periods ending March 31 and September 30, or any portion thereof if applicable, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: https://www.grants.gov/forms/post-award-reporting-forms.html. Reports are due no later than 30 calendar days following the end of the reporting period.

22. **REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's Application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original "wet" signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by

which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that: i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award; ii. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and ii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application and through the System for Award Management (SAM.gov). The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes of aware of such changes. For purposes of this provision, the term "Application" includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

23. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200, and the Authorized Budget. Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

24. **CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five years from the date of Award. If construction is not completed by that date and the Grants Officer determines that construction will not be completed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule.

25. **FINAL FINANCIAL REPORT:** A final Form SF-425 must be submitted no more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s) unless an extension is granted in writing by the project officer. Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

26. **PROJECT PROGRESS REPORTS:** The Recipient must submit project progress reports to the Project Officer on a quarterly basis for the periods ending March 31, June 30, September 30, and December 31, or any portion thereof, until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.

27. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule: Return of executed Notice of Award 30 calendar days after receipt of Notice of Award/Amendment Start of Construction 24 Months from the Date of Award Construction Completed 48 Months from the Date of Award Authorized Award End Date 48 Months from the Date of Award Project Closeout – All project closeout documents, including final financial reports (Form SF-425 or any successor form) and any required program reports, must be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s) unless an extension is granted in writing by the Project Officer. The Recipient must diligently pursue the development of the project so as to ensure completion within this time schedule and must promptly notify EDA in writing of any event that could substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339–200.343, as applicable.

28. **USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of award.

29. **REAL PROPERTY REPORTING:** Consistent with 2 CFR § 200.330 ("Reporting on real property"), the Recipient must submit reports on the status of real property in which the Federal Government retains an interest. The Recipient must report using Form SF-429 "Real Property Status Report," or any successor form, and at a frequency as determined by the Federal agency. EDA's interest in the Project Property extends for 20 years, and EDA therefore requires that the Recipient submit the SF-429 form at 3, 6, 9, 14, 19, and 20 years after an EDA investment. At its sole discretion, EDA reserves the right to require more or less frequent real property reporting for the duration of the useful life of real property in which it retains an interest under this project.

30. **RECORDED MORTGAGE OR COVENANT:** To better memorialize and protect the Federal Interest in real property improved, in whole or in part, with the funds made available under this Award, Recipient shall, prior to the initial disbursement of funds by EDA, execute and cause to be recorded a first priority mortgage lien or Covenant of Purpose, Use, and Ownership in favor of EDA. The choice of a mortgage or covenant will be in the discretion of EDA, and the document shall be satisfactory to EDA in form and substance. Upon request by EDA, Recipient shall furnish an opinion of counsel for the Recipient that the mortgage or covenant is a valid and enforceable agreement according to its terms and that it has been duly recorded in the appropriate office where mortgages are recorded for the applicable jurisdiction. The Recipient further agrees that:

(a) Except as provided in 13 C.F.R. § 314.3(b), (c) or (d), whenever, during the expected useful life of the project, any property acquired or improved in whole or in part with grant assistance is disposed of, encumbered, or no longer used for the authorized purpose of the project, the Government must be compensated by Recipient for the Federal Share of the value of the property. (b) If property is disposed of or encumbered without EDA approval, EDA may assert its interest in the property to recover the Federal Share of the value of the property for the Government. EDA may pursue its rights under both paragraphs (a) and (b) of this section to recover the Federal Share, plus costs and interest. (c) The Federal Share of the value of the property is that percentage of the current fair market value of the property attributable to EDA's participation in the project after deducting actual and reasonable fix-up and marketing expenses, as more fully defined at 13 C.F.R. § 314.5. The Federal Share excludes that value of the property attributable to acquisition or improvements before or after EDA's participation in the project and not included in project costs. In extraordinary circumstances and at EDA's sole discretion, where EDA is unable to determine the current fair market value, EDA may use other methods of determining the value of Project Property, including the amount of the award of Investment Assistance or the amount paid by a transferee. (d) The mortgage or covenant must remain in effect throughout the Useful Life of the Project.

31. **PLANS AND SPECIFICATIONS:** Recipient agrees to and shall cause the following to be placed on the project plans and specifications: "If unmarked human skeletal remains are encountered during construction, the provisions of North Carolina General Statute Chapter 70, Article 3 apply. Construction activities should immediately cease, and the county medical examiner, NC SHPO, and EDA should be contacted."

32. **ARCHITECT/ENGINEER QUALIFICATIONS:** The Recipient, prior to bid document approval, shall provide evidence that the selected Architect-Engineer (A/E) has the qualifications to accomplish the design and inspection for the proposed Scope-of-Work. The Recipient shall provide copies of the A/E selection criteria and qualifications of the A/E to perform the necessary design and inspection tasks.

33. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any grant disbursement, must submit to the Government for approval a Project Administration Service Agreement for project administration services charged against the grant award.

34. **TRIBAL HISTORIC PRESERVATION OFFICER (THPO):** Prior to advertisement for construction bids and prior to any disbursement of funds, EDA's government-to-government consultation with tribes must be completed. Recipient agrees to take no destructive actions until EDA's consultation is complete. Such action includes but is not limited to any action that restricts the subsequent consideration of alternatives to avoid, minimize, or mitigate the project's potential effects on historic properties. Recipient agrees to comply with any and all conditions resulting from completion of the consultation. If the recipient cannot comply with requirements resulting from completion of consultation, Recipient agrees, at the discretion of the Government, to terminate this Award for convenience. Additionally, Recipient agrees to address, to the satisfaction of

the Government, substantive comments brought forth from tribes and other participants in the Section 106 consultation.

35. **PLANS AND SPECIFICATIONS:** Recipient agrees to and shall cause the following to be placed on the project plans and specifications: "If archaeological materials are encountered during construction, the procedures codified at 36 CFR 800.13(b) will apply and the North Carolina Department of Natural and Cultural Resources and EDA shall be contacted immediately. Archaeological materials consist of any items, fifty years old or older, which were made or used by man. These items include, but are not limited to, stone projectile points (arrowheads), ceramic sherds, bricks, worked wood, bone and stone, metal and glass objects, and human skeletal materials."

Attachment 1
City of Columbia

ED26ATL0G0127

Authorized Scope of Work

SCOPE OF WORK: Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above-described additional information shall be fairly construed to and shall describe the SOW. As more particularly described in the items B-1 and B-2 of the ED-900 of the grantee's application.

The proposed project will increase the City of Hendersonville's wastewater treatment plant capacity to 6.0 MGD from its current capacity of 4.8 MGD. Specifically, the proposed project includes aeration basin improvements, blower building improvements, secondary clarifier improvements and Tertiary Filter No. 2 Replacement.

Line Item Budget

City of Hendersonville

ED26ATL0G0282

Authorized Budget

Estimated Funding ($)	Proposed	Approved
Federal Share (EDA Amount)	$ 20,092,800.00	$ 20,092,800.00
Non-Federal Matching Share	$ 5,023,200.00	$ 5,023,200.00
Total Project Costs	**$ 25,116,000.00**	**$ 25,116,000.00**

Construction

Cost Classification	Proposed	Approved
Administrative and Legal Expenses	$ 40,000.00	$ 40,000.00
Land, Structures, Rights-of-Way, etc.	$ 0.00	$ 0.00
Relocation Expenses and Payments	$ 0.00	$ 0.00
Architectural and Engineering Fees	$ 0.00	$ 0.00
Other Architectural and Engineering Fees	$ 0.00	$ 0.00
Project Inspection Fees	$ 2,150,000.00	$ 2,150,000.00
Site Work	$ 881,000.00	$ 881,000.00
Demolition and Removal	$ 159,000.00	$ 159,000.00
Construction	$ 18,610,000.00	$ 18,610,000.00
Equipment	$ .00	$ .00
Miscellaneous	$.00	$ .00
Contingencies	$ 3,276,000.00	$ 3,276,000.00
Total Project Costs	**$ 25,116,000.00**	**$ 25,116,000.00**

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** November 5, 2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Water & Sewer

TITLE OF ITEM: Water Shortage Response Plan Update and Article VI. Water Shortage Response and Conservation Ordinance Revisions – *Adam Steurer, Utilities Director, Water & Sewer*

SUGGESTED MOTION(S):

I move City Council adopt the Water Shortage Response Plan dated November 2026 and approve revisions to Chapter 52 Article VI. Water Shortage Response and Conservation Ordinance.

SUMMARY:

The City's public water system is required to develop and implement water conservation measures to respond to drought or other water shortage conditions. Due to the recent completion of the French Broad River Intake, which provides additional water supplies and improves drought resiliency, staff are recommended revisions to the Water Shortage Response Plan. Staff presented revisions to the Plan to City Council and the Water and Sewer Advisory Council in July 2026.

Staff also recommend revisions to the Code of Ordinances Chapter 52 Article VI. Water Shortage Response and Conservation to improve implementation and enforcement of the Water Shortage Response Plan measures and procedures.

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:

Resolution Adopting Water Shortage Response Plan - November 2026

Water Shortage Response Plan – November 2026

Resolution Amending City Code of Ordinances Chapter 52 Article VI.

City Code of Ordinances Chapter 52 Article VI.

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APPROVING WATER SHORTAGE RESPONSE PLAN

WHEREAS, the City of Hendersonville finds it necessary to update its Water Shortage Response Plan due to the completion of the French Broad River Intake in December of 2025, which provides additional water supplies and improves drought resiliency.

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department of Environmental Quality for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Plan for the City of Hendersonville Water System, has been developed and submitted to the City of Hendersonville City Council for approval; and

WHEREAS, the City of Hendersonville City Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of Hendersonville Water System, as well as useful information to the Department of Environment Quality for the development of a state water supply plan as required by statute.

NOW, THEREFORE, BE IT RESOLVED, by the City of Hendersonville City Council that the Water Shortage Response Plan entitled, Water Shortage Response Plan dated November 2026, is hereby approved and shall be submitted to the NC Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the City of Hendersonville City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

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 Murry, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

Water Shortage Response Plan
City of Hendersonville
PWSID NO. 01-45-010
Revision Date: November 2026

The plan and procedures herein are written to outline utility response and reduce customer potable water demands whenever when public water supplies are diminished; water demand by customers connected to the city-owned water system reaches the point where continued or increased demand will equal or exceed the system supply and transmission capabilities; or any other event or condition where customers cannot be supplied with water to protect public health and safety.

I. Authorization.

The City of Hendersonville's ("City") city manager is authorized by Ch 52. Article VI. Section 52-436, to enact water shortage response provisions whenever the trigger conditions outlined in Section V are met. In the city manager's absence, the utilities director will assume this role.

Mr. Brian Pahle
City Manager
Phone: (828) 697-3000
E-mail : bpahle@hvlnc.gov

Mr. Adam Steurer
Utilities Director
Phone: (828) 233-3207
E-mail : asteurer@hvlnc.gov

II. Notification.

System Employees - employee e-mail announcements and/or meetings, notices at city buildings and facilities.

Water Customers - public notification using local/regional media announcement(s) such as: press release(s) and social media posts issued by the City, customer mass notification system; and/or City of Hendersonville website (www.hendersonvillenc.gov).

Wholesale Customers – will be notified using the above methods and/or telephone, email, and/or certified letter. Wholesale Customers will be required to implement the same level of restrictions as implemented by the City.

III. Definitions.

All capitalized terms herein shall have the meanings set forth in the Code of Ordinances, City of Hendersonville, North Carolina Chapter 52 Article VI Water Shortage Response and Conservation.

IV. Classification of Water Uses.

A. Essential Uses of Potable Water

Domestic	Water to sustain human and domestic pet life, maintain hygiene and sanitation standards.
Patient Care	Patient care and rehabilitation, including swimming pools used for patient care and rehabilitation as prescribed by medical personnel.
Public Safety	Firefighting and approved flushing of hydrants and sewer mains to ensure public health and safety.

B. Socially or Economically Essential Uses of Potable Water

Domestic	Minimal use for kitchen, bathroom and laundry; minimal watering of vegetable gardens and trees needed to sustain them.
Patient Care	Patient care and rehabilitation, including swimming pools used for patient care and rehabilitation as prescribed by medical personnel.
Public Use	Filling and operation of swimming pools intended for use by the public, institutions, or community organizations serving multiple households or users. Testing and training uses requiring potable water.
Commercial	Commercial vehicle washers*, laundromats, restaurants, hotels/ motels, irrigation of golf course greens, minimal water usage by commercial nurseries required to sustain stock, minimum amounts required to sustain essential cooling operations.
Agricultural	Minimal amounts required to sustain crops, livestock and associated activities.
Industrial	Minimal use necessary to operate production facilities and sustain jobs, minimal amounts required to sustain essential cooling operations.
Institutional	Efficient use of water by schools, churches, and government facilities

*Commercial vehicle washers that have the efficiency certification referenced in G.S. § 143-355.2 (h1) may not be subject to the conservation requirement. The certification must be approved by the Department of Environmental Quality.

C. Non-Essential Uses of Potable Water

All	Ornamental uses (fountains, reflecting pools, artificial waterfalls, etc.); residential lawn irrigation; non-commercial washing of motor vehicles; wash down of impervious surfaces; Filling, or operation of private residential and other non-community serving recreational swimming pools.
Public Use	Irrigation of gardens, lawns, parks, city/town/county playing fields and recreational areas.

V. Levels of Response.

Stage 1 - *Water Conservation Advisory*:

All customers will be asked to voluntarily reduce their normal water use by 5%. Utility will promote users to find and fix leaks, encourage users to reduce outdoor watering and focus on educating users on water conservations measures. No penalties will be enforced for noncompliance. Examples for customer education include how to prevent water waste, runoff and watering impervious surfaces; not watering plants deeply; washing only full loads of clothes and dishwashers; using spring-loaded nozzles on garden hoses; and minimizing vehicle washing. All customers are asked to reduce water usage by 5%. No surcharges are applied.

Stage 2 -*Water Shortage Alert*
All customers are to reduce their water use by 10% of their normal usage. All non-essential water uses are prohibited and a surcharge of 110% may be applied. Penalties will be enforced for noncompliance. All socially or economically essential uses of potable water shall be voluntarily reduced. Utility will continue to promote conservation measures for socially or economically essential uses of potable water.

Stage 3 -*Water Shortage Warning*
All customers are expected to continue uphold all limitations set in stage 2 and; in addition the following socially or economically essential water uses are prohibited: filling or refilling non-community swimming pools; irrigating between 9am and 7pm to maintain survival; testing or training uses requiring potable water such as but not limited to firefighting training, or any testing that uses water for non-consumption purposes; All water users are to reduce usage by 20% of their normal consumption. A surcharge of 120% may be applied. Significant water customers shall prepare a water conservation plan and submit to utility. Penalties will be enforced for noncompliance.

Stage 4, *Water Shortage Emergency*
All customers must continue actions from all previous stages and further reduce water use by only using water for essential use only. All users are to reduce water use by 30% from their normal consumption. All non-essential uses of drinking water are prohibited. The only water use acceptable is essential water use. A surcharge of 130% may be applied. Penalties will be enforced for noncompliance. Water rationing, if deemed necessary by the city manager and utilities director, is to provide drinking water to protect public health and welfare (i.e. residences, residential health care facilities, institutional facilities). Whenever the manager determines need for water rationing the manager shall direct the utilities director to prepare a equitable mandatory rationing procedure and plan for implementation during the declaration of the water shortage emergency.

VI. Triggers.

The following describes triggers that shall guide implementation of respective response stages due to a reduction in available water supply or elevated demands. The City Manager upon consultation with the Utilities Director may implement response triggers at his or her discretion for events or conditions in which there is the potential that customers cannot be supplied with adequate water to protect public health and safety.

Stage	Water Supply* (all three must be met simultaneously)	System Demand

1 – Water Conservation Advisory	• Mills River: 42 cfs • FBR Blantyre: 178 • FBR Fletcher: 237	> 75% capacity 7 consecutive days
2 – Water Shortage Alert	• Mills River: 42 cfs • FBR Blantyre: 165 • FBR Fletcher: 214	> 85% capacity 3 consecutive days
3 – Water Shortage Warning	• Mills River: 42 cfs • FBR Blantyre: 158 • FBR Fletcher: 201	> 90% capacity 3 consecutive days
4 – Water Shortage Emergency	• Mills River: 42 cfs • FBR Blantyre: 145 • FBR Fletcher: 178	> 95% capacity 3 consecutive days

*Water Supply is measured from the following:

- Mills River: USGS Gauge 03446000 Mills River near Mills River, NC
- FBR Blantyre: USGS Gauge 03443000 French Broad River at Blantyre, NC
- FBR Fletcher: USGS Gauge 03447687 French Broad River near Fletcher, NC

VII. Enforcement and Penalties.

In accordance with Code of Ordinances, City of Hendersonville, North Carolina Section 52-440, the provisions of the water shortage response plan will be enforced by the City's water and sewer department and police department. Violators may be reported to the City by completing the Water Shortage Violation Report form, which will be available on the City's website during Water Shortage periods.

VIII. Return to Normal Conditions.

Exit a stage if all three gauges are above a flow trigger for a 7-day rolling average. At that time move into the appropriate stage according to current flow levels. This may mean moving into a less restrictive stage or moving out of the water shortage responses all together depending on the three river gauge levels. Generally, a response stage shall not be rescinded or downgraded until the trigger, condition or event that enacted the response stage has been satisfied at the discretion of the City Manager. When a water shortage response stage is rescinded or downgraded the City will promptly notify affected water customers utilizing the notification methods outlined in section II of this plan.

IX. Public Comment.

Upon Approval from the North Carolina Department of Environmental Quality on any updated version of this plan, the plan will be subject to public comment and all subsequent revisions to the plan will be published on Hendersonville's website at least 10-days prior to an adoption vote by the Hendersonville city council. City Council is held the first Thursday of the month in the assembly room at City Operations 305 Williams Street, Hendersonville, NC 28792.

X. Variance Protocols.

Applications for water use variance requests can be made in writing for review by the utilities director or the director's designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria but not limited to: impact on water demand, expected duration of water shortage, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage. All decisions are final.

XI. Effectiveness.

The effectiveness of the City's water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data including water treatment production data and customer water usage data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

XII. Revision.

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years, as required by the provisions of G.S. 143-355 (l). Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to the Hendersonville city council. The City's utilities director, or the director's designee, shall be responsible for initiating all subsequent revisions.

City of Hendersonville - Water Shortage Response Plan Summary
November 2026

Stage	Stage Title	Effectiveness	Affected Water Uses	Description/ Response	Rate Surcharge*	Noncompliance Penalties	Reduction Goal
1	Water Conservation Advisory	Voluntary	All Non-Essential Uses	• Water users are encouraged to reduce non-essential uses and improve water use efficiency • Utility focuses on educating users on water conservation measures	none	none	5%
2	Water Shortage Alert	Mandatory	All Non-Essential Uses	• Non-Essential uses are prohibited • Water users are encouraged to reduce socially or economically essential uses	110%	Yes	10%
3	Water Shortage Warning	Mandatory	• All Non-Essential Uses • Socially or Economically Essential Uses	• Non-Essential uses are prohibited •Water users are encouraged to reduce Socially or Economically essential uses and prohibit the following specific Socially or Economical essential water uses; filling or refilling of non-community benefiting swimming pools; irrigating between 9am and 7pm to maintain survival; testing/training purposes requiring water; • Significant Commercial and Industrial water customers required to submit a water conservation plan.	120%	Yes	20%
4	Water Shortage Emergency	Mandatory	• Non-Essential Uses of Potable Water • Socially or Economically Essential Uses • Essential Uses	• Non-Essential uses are prohibited • All Socially or Economically Essential uses are prohibited • Firefighting is the only allowable outdoor water use. • Customers are only permitted to use water at the minimum required for protection of public health and welfare • Water Rationing to protect public health and critical services may occur at the discretion of the City Manager	130%	Yes	30%

*Rate Surcharge must be adopted by City Council

Ordinance #26-__

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO REVISE CHAPTER 52 ARTICLE VI. WATER SHORTAGE RESPONSE AND CONSERVATION

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department of Environmental Quality for review and approval; and

WHEREAS, City Council approved an updated Water Shortage Response Plan dated November 2026; and

WHEREAS, revisions to Chapter 52 Article VI. Water Shortage Response and Conservation are necessary to improve implementation and enforcement of the Water Shortage Response Plan's measures and procedures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that Article VI. –Water Shortage Response and Conservation of Chapter 52 of the Code of Ordinances be amended as follows:

ARTICLE VI. WATER SHORTAGE RESPONSE AND CONSERVATION[1]

Definitions: The following definitions apply, except where the context clearly indicates a different meaning:

Customer means any person in whose name the city maintains an account for water use, or who is responsible for payment of water passing through a particular meter. All customers are responsible for any use of water that passes through the meter for which they have an account or are otherwise responsible and are deemed to be users hereunder.

Drought means a condition in which the combination of many complex factors acting and interacting with the environment results in water supplies not being replenished normally. For purposes of this article, a drought occurs when existing water supplies cannot meet established demands for a period of time.

Manager means the city manager for the City of Hendersonville, or authorized designee.

Non-essential water use means those uses that have no safety or health impacts, are not required by regulation and are not needed to provide core functions.

Nonresidential user means any person who uses city potable water, other than a residential user; includes those users who purchase city water in bulk.

Normal usage means water usage by a customer, as calculated for a specific customer or customer class (i.e., residential, commercial, industrial, etc.), based on an annualized monthly average use. For

determining a seasonal, "normal" usage, calculate the usage for a three-month billing period, consecutive to the usage month in question, for the current year and the previous year. This approach is intended to compare a customer's usage pattern during several similar usage periods based on seasonal demands and usage patterns, during which time there were no water usage restrictions in affect due to drought or any condition on the customer's side of the meter that might erroneously alter the calculated normal usage; as determined by the utilities director.

Person means any individual, partnership, firm, corporation, limited liability company, or other legal entity in whose name water is provided and billed by the city; includes all federal, state and local governmental entities.

Potable water or *treated water* means any treated water introduced by the city into its potable water distribution system and is intended for human consumption, including water purchased from other entities.

Raw water means all water available to the city for treatment by virtue of the city's water rights or withdrawal permits.

Repeated or flagrant wasting of water means and includes those situations where persons who have received informal or formal notice that they are wasting water while watering continue to water in the same manner. It does not mean those persons who waste water while watering on solitary or isolated occasions.

Residential user means any person who uses city water received through a meter serving a single-family dwelling unit, but not a meter serving multi-family dwelling units (i.e., apartments, townhouses and other units deemed nonresidential by the city), educational or other institutions, hotels, motels, or similar commercial establishments (which are deemed to be nonresidential users).

User means any person using city potable water, and includes residential and nonresidential users.

Utilities director means the director of the city's water and sewer department, or authorized designee.

Significant Water User means any water customer whose average daily water usage is 25,000 gallons or more, based on available metered water use data.

Water shortage means a shortage of potable water in the city due to a raw water shortage, water system shortage or any other water shortage.

Raw water shortage means a shortage of raw water available for the city to treat. Raw water shortages are most commonly caused by drought conditions, but may have other causes, including problems with the raw water intake or pipes or in-stream contamination.

Water system shortage means a shortage of potable water in the city due to problems with the city's water treatment or distribution system or affecting the city's ability to treat, transmit or store treated water.

Other water shortage means a shortage of potable water in the city due to causes other than raw water shortage or water system shortage, including any declaration of emergency or call for water use restrictions by state or federal agencies or any unforeseen circumstance such as contamination which may or does result in treated water supply not meeting normal water demand.

Water shortage response plan (WSRP) means a plan to respond to an actual or threatened water shortage. The plan may include a voluntary water use reduction stage (water shortage "advisory" stage),

a mandatory water use reduction stage (water shortage "alert" stage) and an emergency water use reduction stage (water shortage "emergency" stage).

Sec. 52-436. Purpose of article and Authority

A water shortage shall generally be deemed to exist when public water supplies are diminished; water demand by customers connected to the city-owned water system reaches the point where continued or increased demand will equal or exceed the system supply and transmission capabilities; or any other event or condition determined by the utilities director and city manager where customers cannot be supplied with water to protect public health and safety, then the demand must be substantially curtailed to relieve the water shortage.

Authorization. The city manager is hereby authorized to prepare procedures to implement these water shortage response measures and to provide such other conditions and provisions as may be necessary to successfully carry out the goals of this section. These water shortage response measures shall be adopted and updated from time to time in accordance with G.S. 143-355.

Sec. 52-437. Water Shortage Response Plan

City Council shall maintain a Water Shortage Response Plan establishing the following:

- response stages
- trigger conditions
- water use classifications
- mandatory and voluntary conservation measures
- notification procedures
- enforcement procedures
- variance procedures
- other operational requirements necessary to manage water shortages.

Sec. 52-438. Declaration of Water Shortage

Upon recommendation of the Utilities Director, or when otherwise warranted by system conditions, the City Manager may declare, modify, or terminate any Water Shortage Response Stage identified in the adopted Water Shortage Response Plan.

Sec. 52-439. Compliance

During any declared Water Shortage Response Stage, all utility customers, including wholesale customers, shall comply with the applicable restrictions, prohibitions, and conservation measures established in the adopted Water Shortage Response Plan.

Sec. 52-440. Enforcement

(a) Any violation of the provisions of this article may be enjoined and restrained as provided in G.S. 160A-175.

(b) *Application, violation, enforcement, penalties.* This section applies to all persons using city water, inside and outside the city limits, regardless of whether they have a contract for water service with the city, provided mandatory schedules or limits shall not apply to any public or volunteer fire department while fighting a fire. A customer of the city shall be responsible for all violations that occur associated with water that passes through the meter for which the customer is billed by the city. Any person who uses water in violation of a restriction, schedule or ban imposed on the use of water during mandatory or emergency stages of drought, or in violation of a water rationing policy, or who otherwise violates the provisions of this section, or who impedes or interferes with any action undertaken or ordered pursuant to this section and policies adopted hereunder, shall be subject to the penalties listed below:

(1) *Enforcement by law enforcement.* Upon the declaration of mandatory stages , declaration of emergency stage, or during any period of rationing, the manager, every police officer of the city and all others so authorized by the city may enforce any restrictions or bans imposed on the use of city water outlined in adopted Water Shortage Response Plan.

(2) *Suspicion of violation.* Whenever the city has reasonable cause to believe that a person is violating any of the provisions of the adopted Water Shortage Response Plan or declaration or action plan adopted hereunder, the city shall immediately notify that person of the violation by affixing a written notice of violation (NOV) to the property where the violation occurred and/or personally delivering or mailing such notice to the customer of record and to any other person known to the city who is responsible for the violation or its correction. Such notice shall describe the violation, order that it be corrected, cured or abated immediately or within such specified time as the manager determines is reasonable under the circumstances, and warn that more severe measures, such as civil penalties, criminal charges or termination of water service may be brought, assessed or imposed. If the order is not complied with within the allotted time period, the manager may undertake enforcement action as follows.

(3) *Enforcement action.* Violations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage:

Offense	Stage 1: Water Conservation Advisory (Voluntary Restrictions)	Stage 2, Water Shortage Alert (Mandatory Restrictions)	Stage 3, Water Shortage Warning (Mandatory Restrictions)	Stage 3: Water Shortage Emergency (Mandatory Restrictions)
First	N/A	Notice of Violation (NOV)	Notice of Violation (NOV)	Disconnection of water service (24-hr. shut-off)
Second	N/A	Disconnection of water service (24-hr. shut-off)	Disconnection of water service (24-hr. shut-off)	$500 civil penalty and disconnection of water service at the main
>2	N/A	$500 civil penalty and disconnection of water service at the main	$500 civil penalty and disconnection of water service at the main	$500 civil penalty and disconnection of water service at the main

Sec. 52-441. Discontinuance of service.

Pursuant to the provisions of G.S. 160A-312 and this article, service shall be discontinued for willful disregard of this article and a reconnect fee may be imposed before restoration of service. In the event of continued gross noncompliance of this article, the removal of meter or connection of service at the water main will be deemed proper, service will be discontinued and fines levied. Reconnection of service shall only be made when all amounts due to the city are paid in full to the city.

Sec. 52-442. Variances

(a) Any person may submit an application to the utilities director for a variance from specific requirements of mandatory or emergency water use schedules, specifying the desired amount and schedule of water use and why the variance is necessary to protect public health and welfare or to maintain minimum standards of sanitation and hygiene. Each request shall be reviewed by the variance request committee, appointed by the utilities director. The variance request committee's decision shall be final and without appeal.

(b) All variances issued are only effective for that water shortage event and should be reapplied for if another and separate water shortage event occurs.

(c) If anyone that is issued a variance is found to be in violation of the terms of said variance, that variance shall be rescinded immediately; notice of which may be either written or verbal.

Sec. 52-443. Water Shortage Rates

In accordance with the adopted Water Shortage Response Plan; or at such other times as the city council deems necessary, the city council may, at any regular, special or emergency meeting, adopt water shortage rates designed to encourage water use reduction.

Further, due to situations brought on by drought or other special infrastructure needs associated with a water shortage, the city council may adopt special rates to further encourage water conservation. Any such rates may take effect as directed by city council.

Sec. 52-455. Water Conservation Incentives Program.

Water Conservation Incentives program are offered to recognize conservation efforts by customers. The city may offer incentives to customers in an effort to encourage perpetual water conservation. Some examples of conservation efforts that may be recognized by the city include, but are not limited to, efficient water fixtures, high efficiency washers,[1] smart irrigation systems with weather-based controllers. Rebates may be offered by the city as incentives and will be a one-time offering, if and when available, at the discretion of city council.

[1] City shall require installation by licensed professional; verification of same is required for rebate eligibility. **Secs. 52-456—52-480. Reserved.**

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of November, 2026

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

ARTICLE VI. WATER SHORTAGE RESPONSE AND CONSERVATION[1]

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[1]Editor's note(s)—Ord. No. 10-0408, § 1, adopted Apr. 1, 2010, deleted the former Art. VI, §§ 52-436—52-447, and enacted a new Art. VI as set out herein. The former Art. VI pertained to water shortage response and conservation and derived from Ord. No. 08-0845, 8-7-08; Ord. No. 08-0847, 8-14-08.

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Created with a trial version of Syncfusion Essential DocIO.

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(Ord. No. 10-0408, § 1, 4-1-10; Ord. No. 23-13, § 35, 3-2-23)

Sec. 52-441. Discontinuance of service.

Pursuant to the provisions of G.S. 160A-312 and this article, service shall be discontinued for willful disregard of this article and a reconnect fee may be imposed before restoration of service. In the event of continued gross noncompliance of this article, the removal of meter or connection of service at the water main will be deemed proper, service will be discontinued and fines levied. Reconnection of service shall only be made when all amounts due to the city are paid in full to the city.

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(Ord. No. 10-0408, § 1, 4-1-10

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Water Conservation Incentives program are offered to recognize conservation efforts by customers. The city may offer incentives to customers in an effort to encourage perpetual water conservation. Some examples of conservation efforts that may be recognized by the city include, but are not limited to, efficient water fixtures, high efficiency washers,[1] smart irrigation systems with weather-based controllers. Rebates may be offered by the city as incentives and will be a one-time offering, if and when available, at the discretion of city council.

(Ord. No. 10-0408, § 1, 4-1-10)

[1] City shall require installation by licensed professional; verification of same is required for rebate eligibility.

Secs. 52-456—52-480. Reserved.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** November 5, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Public Services

TITLE OF ITEM: Resolution of Intent to Provide Local Match for P8 Stand-Alone Bicycle and Pedestrian Projects – *Brent Detwiler, Assistant City Manager*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council Stating Its Intent to Provide the Required Local Match for Stand-Alone Bicycle and Pedestrian Projects Submitted for P8 Prioritization.

SUMMARY:

The French Broad River Metropolitan Planning Organization (MPO) Board will be voting on draft Local Input Points for Division Needs projects in the current round of NCDOT project prioritization (P8). Stand-alone bicycle and pedestrian projects require a 20% local match, and the MPO has asked each sponsoring local government to provide a letter from its Council or Manager reflecting its intent to provide the required local match should the project be funded. Letters are due no later than November 18, 2026; the MPO will recommend not assigning points to any project without a letter.

The City has two stand-alone bicycle and pedestrian projects currently recommended for draft points: the Church/King Street Sidewalk Gaps project (estimated 20% match of $490,800) and the Above the Mud Greenway (estimated 20% match of $1,338,000), for a combined estimated local match of $1,828,800. Council previously supported the Above the Mud project through Resolution #R-25-07 (RAISE grant application, January 2025).

The MPO has stated that it does not expect a full commitment or budgeting of funds at this time. The attached resolution states the City's intent to plan for and provide the required local match if either project is selected and programmed in the 2028–2037 STIP/TIP, acknowledges that the match amounts are estimates that may change, and provides that any local expenditure remains subject to the City's budget and authorization processes. The resolution also authorizes the City Manager or designee to submit a letter of intent to the MPO if required in addition to the resolution itself.

Staff recommends adoption of the resolution to preserve the City's eligibility to receive MPO Local Input Points for both projects.

BUDGET IMPACT: None at this time. Estimated future local match of $1,451,300 ($392,300 Church/King Street Sidewalk Gaps; $1,059,000 Above the Mud Greenway) only if the projects are funded and programmed in the 2028–2037 STIP/TIP.

Is this expenditure approved in the current fiscal year budget? No. This resolution states intent only and does not appropriate or commit funds.

If no, describe how it will be funded. If either project is selected and programmed, the required local match would be planned for through the Capital Improvement Plan and appropriated in the applicable fiscal year budget, subject to Council approval.

ATTACHMENTS:

1. Resolution

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL STATING ITS INTENT TO PROVIDE THE REQUIRED LOCAL MATCH FOR STAND-ALONE BICYCLE AND PEDESTRIAN PROJECTS SUBMITTED FOR P8 PRIORITIZATION

WHEREAS, the City Council of the City of Hendersonville considers safe bicycle and pedestrian transportation infrastructure to be of utmost importance to the City and the region, providing transportation and recreation opportunities as well as increased economic viability and community development, and

WHEREAS, the French Broad River Metropolitan Planning Organization (MPO) is assigning Local Input Points to Division Needs projects for the current round of North Carolina Department of Transportation project prioritization (P8), which will inform the 2028–2037 State Transportation Improvement Program and Transportation Improvement Program (STIP/TIP), and

WHEREAS, the City of Hendersonville has two stand-alone bicycle and pedestrian projects submitted for P8, the Church/King Street Sidewalk Gaps project and the Above the Mud Greenway project, and

WHEREAS, the Above the Mud Greenway will extend the regional Ecusta Trail, which the City Council has supported through prior actions including Resolution #R-25-07, adopted January 8, 2025, in support of an application for USDOT RAISE grant funding to construct the Above the Mud project, and

WHEREAS, stand-alone bicycle and pedestrian projects submitted for P8 require a 20% local match, and the MPO has requested a letter from each sponsoring local government reflecting its intent to provide the required local match should the project be funded, and has advised that it will recommend not assigning points to projects for which a letter is not provided by November 18, 2026, and

WHEREAS, the MPO has estimated the City's 20% local match at $490,800 for the Church/King Street Sidewalk Gaps project and $1,338,000 for the Above the Mud Greenway project, for a combined estimated local match of $1,828,800, and

WHEREAS, these amounts are estimates based on current project cost assumptions, final project costs and the required local match may change as the projects are developed, and submitting a project for P8 does not guarantee that it will be selected or funded,

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

1. That the City of Hendersonville understands that stand-alone bicycle and pedestrian projects submitted for the current round of project prioritization (P8) require a 20% local

match. If one or more of the City's submitted projects is selected for funding and programmed in the 2028–2037 STIP/TIP, the City of Hendersonville intends to plan for and provide the required local match.

2. That the projects and estimated local match amounts are as follows:

General project name	**Estimated local match amount (20%)**
Church/King Street Sidewalk Gaps	$490,800
Above the Mud Greenway	$1,338,000
Total	**$1,828,800**

3. That these amounts are estimates based on current project cost assumptions, and final project costs and the required local match may change as the projects are developed. Submitting a project for P8 does not guarantee that it will be selected or funded. Any local expenditure remains subject to applicable budget and authorization processes, including appropriation by the City Council through the City's annual budget and Capital Improvement Plan.

4. That the City Manager, or the City Manager's designee, is hereby authorized to execute and submit a letter to the French Broad River Metropolitan Planning Organization if required reflecting the City's intent to provide the required local match consistent with this resolution, and to furnish such additional information as the MPO or the North Carolina Department of Transportation may request in connection with these projects.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of November, 2026.

_____
Barbara Volk, Mayor
City of Hendersonville

Attest:

_____
Jill Murray, City Clerk

_____
Angela Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey

MEETING DATE: 11/5/2026

AGENDA SECTION: Consent Agenda

DEPARTMENT: Finance, Administration

TITLE OF ITEM: *Contract Amendment with iParametrics, LLC- Logan Hickey (Finance)*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the City Manager to execute an amendment to increase contract with iParametrics, LLC, to a not-to-exceed amount of $749,999.00.*

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request representing City Leadership. On November 19th, 2024, the City executed the attached agreement with iParametrics, LLC, for disaster recovery management services. On October 10th, 2024, Henderson County issued a request for proposals entitled "Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services". iParametrics proposal response to this RFP is attached. By its terms, the RFP was issued on behalf of certain activating parties, in addition to Henderson County. This allowed the named activating parties to participate with the successful proposer chosen by Henderson County at the election of the activating party. iParametrics, LLC, was the successful proposer identified by Henderson County as the proposer submitting the proposal that was most advantageous to the County and the activating parties. The City of Hendersonville, as a named activating party under the RFP, activated the attached contract with iParametrics, LLC, on November 19th, 2024, for a not-to-exceed amount of $250,000.00. On March 11th, 2026, the City executed the attached amendment to the original agreement increasing the not-to-exceed value to $499,999.00.

The City has monitored the contract work closely for both completed and in-progress projects throughout the FEMA process. The current amount spent under this contract to date is $493,247.00. City Leadership has determined that the contract needs to be increased by an additional $250,000.00. This would increase the not-to-exceed to $749,999.00. From a budgetary perspective, the City has approximately $99,448.00 designated for Category Z recovery spending available and is separately submitting a request for approval from City Council for a budget amendment to cover the shortfall that would be created by this contract increase. Since this would increase the contract to an amount within the $500,000.00 or greater threshold, this increase requires prior City Council approval.

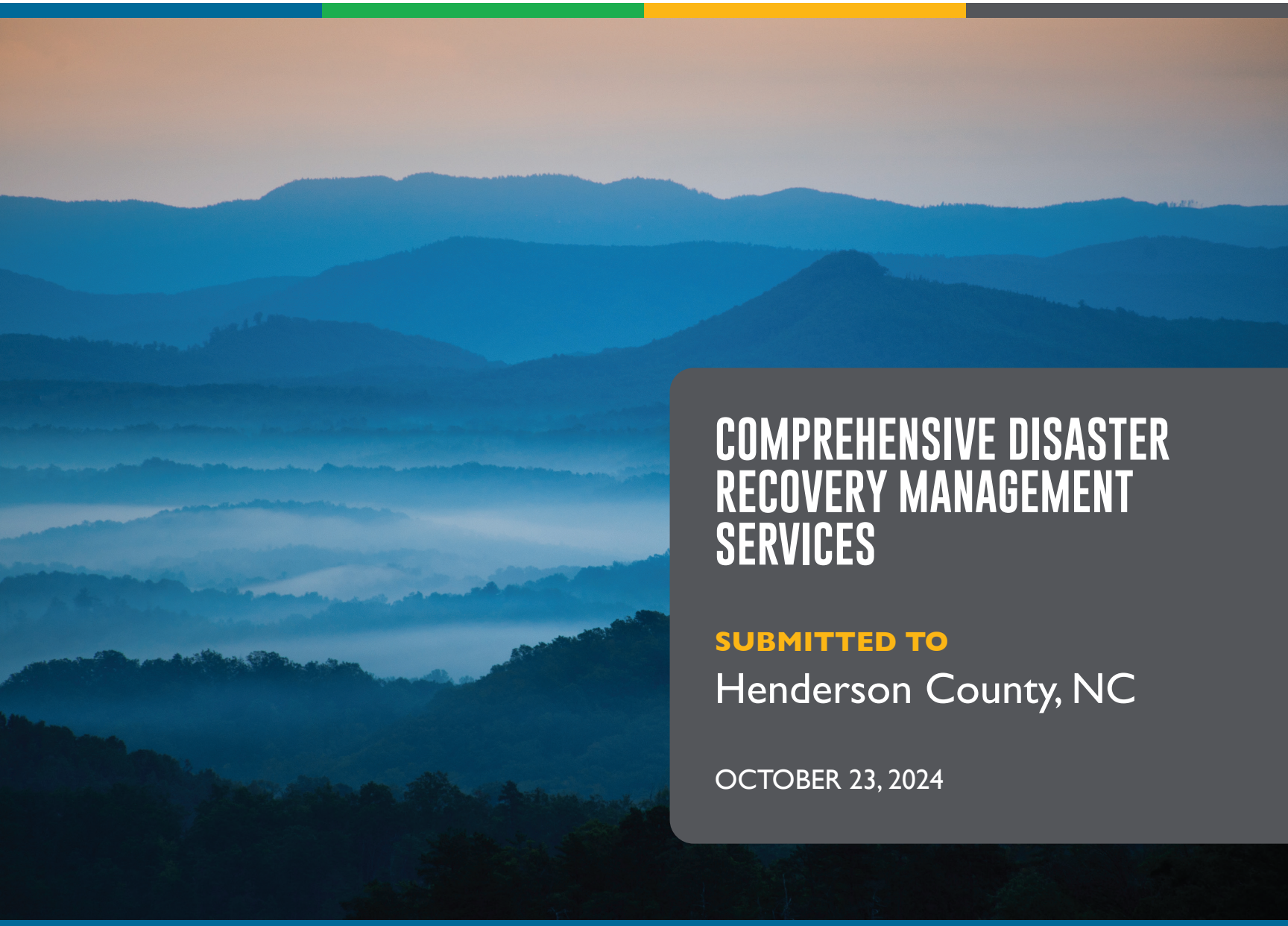
City Leadership requests City Council authorization for the City Manager to execute an amendment to increase the not-to-exceed amount on this contract to $749,999.00.

BUDGET IMPACT: $749,999.00

Is this expenditure approved in the current fiscal year budget? Yes

ATTACHMENTS:
Proposal from iParametrics, LLC
Original Contract
First Contract Amendment
Resolution

iParametrics



COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

SUBMITTED TO

Henderson County, NC

OCTOBER 23, 2024

Mountain Strong

iParametrics

GUIDING PRINCIPLES

iParametrics' Guiding Principles are the backbone of our business. We are a customer-focused, employee-driven firm dedicated to integrity, quality, and the highest standards of our industry. We enter each engagement committed to delivering the best products and services and exceeding our clients' expectations.

This commitment to excellence is made possible by the expertise and professionalism of our employees.

DELIVER RESULTS

Customer loyalty is the key to our future. Loyalty is built on trust - when we make a promise, we deliver.

SUPPORT COMMUNITIES

Our work is never "just projects"—people and communities are depending on our success.

INNOVATE

Seek opportunities to develop innovative solutions.

BE PASSIONATE

Demonstrate passion for what you do.

EMPOWER OUR EMPLOYEES

Our most valuable asset is our employees; with them nothing is impossible.

Overall, we bring our customers a diverse group of creative, technical, and entrepreneurial talents, all focused on providing a memorable customer experience and a safer community.



Henderson County, North Carolina
Attn: Doug Guffey, Purchasing Agent
113 N. Main Street
Hendersonville, NC 28792

RE: Comprehensive Disaster Recovery Management Services

Dear Mr. Guffey:

It is with great humility to the challenge ahead that we submit our qualifications for Comprehensive Disaster Recovery Management Services in response to Henderson County Government's RFP to support the County, its municipalities, school system, community college, fire departments and other entities. Our hearts ache for the damage caused by Hurricane Helene, but we are equally inspired by a vision to help rebuild Henderson County and its communities even better than before. We know the people of this community have a strength that matches your mountains. We recognize this moment is filled with uncertainty and fear, but we also see an opportunity: together, we can rebuild a stronger, more resilient community. We are backed by significant bench strength in adjacent states and nationally. We are deployment ready, eager to bring Henderson County the right resources at the right time to expedite recovery. Recovery will be daunting, it will be challenging, and it will be exhausting. We stand ready to guide you through the challenges, work tirelessly beside you, and make this process less overwhelming for you and your residents and businesses, rebuilding Mountain Strong. We can deploy within 48 hours of notice to proceed.

At this early stage, Henderson County and its activating entities need a shoulder-to-shoulder ally that will rapidly mobilize with the depth and breadth of programmatic and technical expertise that will tirelessly advocate for the community. This moment calls for an ally that understands the federal funding terrain – not just from an accounting and advisory perspective – but how to maximize and expand potential funding to account for changing climate conditions and that can make that case to funders – backed by data and technical expertise. This moment demands an ally that can help lead and support your community resilience planning and holistic recovery framework from day one, and ally who is with you meeting with state and federal partners.

You need a team that understands the ever-changing federal recovery frameworks, including day-to-day changes in FEMA and HUD funding. The federal response to support North Carolina is rapidly evolving, as evidenced by HUD's press release as recently as October 10 to provide $3 million in new funding for displaced persons in North Carolina, as well as a new waiver process for disaster recovery funding. Our team will serve Henderson County and its activating entities by monitoring these types of federal updates, understanding potential benefits and impacts for the County, and quickly adapting and adjusting strategies to maximize funding opportunities and activate relevant stakeholders at the local level. We understand that the needs of the County and its municipalities may differ from the other activating entities, and we stand ready to serve you in the variety of needs you will have in this recovery.

For each scope item in our proposal, we have highlighted how we will begin the work immediately upon notice to proceed and for the immediate short-term. We then explain each item in the short and long-term, as the recovery effort will grow and change with each phase of recovery. Compliance from the outset is part of our approach, to be sure, but Henderson County needs more than document management and process pushers. Overarching and thorough understanding of the timing, sequencing, and flexibility of different funding streams from FEMA, FHWA/FTA, HUD, et al – coupled with the technical engineering expertise and community resilience planning capabilities – will be the difference maker for Henderson County and its agencies.

In this regard, HUD CDBG-DR MIT funds will not come for some time and are more likely to get routed through the State. Henderson County will need the right partner to support planning for these downrange allocations with other funding streams

in mind and engaging the State and ensuring the County's priorities are identified and included in the Action Plan and appropriately funded. This strategy formulation and planning will expedite and maximize the recovery process adjacent to other federally funded recovery investments. Our team thoroughly understands these priorities and how to work with the County to make them feasible and real, providing you with a complete and holistic recovery that truly builds back Henderson County, and especially your rural communities, better, stronger, and more resilient.

Our approach to disaster recovery is deeply rooted in the principles of compassion, integrity, and compliance – and with a focus on turning visions and plans into built construction. These fundamentals guide every aspect of our work, ensuring we not only meet your needs but exceed your expectations. We have been through moments like these with clients across the Gulf Coast, Florida, and the Eastern Seaboard, helping them not just recover but rebuild with strength and sustainability.

As a trusted partner, we bring extensive experience across the critical areas outlined in your RFP, including FEMA Public Assistance, Hazard Mitigation Expertise, HUD Program Support, and Long-Term Recovery Operations Implementation. For us, disaster recovery is not simply about restoring what was lost—it's about seizing the opportunity to plan, design, and build more resilient communities. Our track record speaks to this commitment: we've helped a single county secure over $800 million to rebuild critical water infrastructure and assisted four public hospitals in obtaining over $1.7 billion to create stronger, more sustainable facilities. We aren't just here to check the box; we're here to guide you in strategically managing project development, securing grants, and ensuring compliance with federal and state disaster programs, helping the County realize its greatest potential for funding and recovery.

What truly sets us apart is our deep, unwavering commitment to the communities we serve. We understand the unique challenges Henderson County faces in this recovery journey, and we bring not only the technical expertise to navigate complex federal programs like FEMA PA, HUD CDBG-DR/MIT, and FHWA-ER but also the emotional intelligence needed to work compassionately with homeowners, businesses, and community members during these difficult times. We are more than consultants; we are partners, dedicated to ensuring your recovery efforts create a lasting foundation for the future. To this end, we have hand-selected a robust and comprehensive team that is distinct from any team proposed for other clients. We have a strong bench to make this happen and provide Henderson County with a team of experts that is solely dedicated to your recovery.

In every project we undertake, we believe in the power of community input and the value of innovative, co-design-thinking principles. We plan with communities, not around them. This approach helps us craft solutions that resonate with both your staff, key stakeholders and the public, ensuring every aspect of our work is thoughtful, implementable, and built to last. Disaster recovery is a continuous process that spans every phase of comprehensive emergency management—before, during, and after—and our team is committed to providing robust support throughout Henderson County's entire program.

Thank you for the opportunity to submit this proposal. We stand ready to partner with you and help drive forward Henderson County's recovery and long-term resilience. This proposal will remain valid for 90 days from the date of submittal. Should you have any questions or require additional information, we are here, ready to assist.

Mountain Strong,

Jeff Stevens, CEM, MEP
Executive Vice President/General Manager
iParametrics, LLC, 6515 Shiloh Road, Suite 200, Alpharetta, GA 30005
jeff.stevens@iparametrics.com | cell: 401.536.8178

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SECTION I

QUALIFICATIONS OF THE FIRM

iParametrics

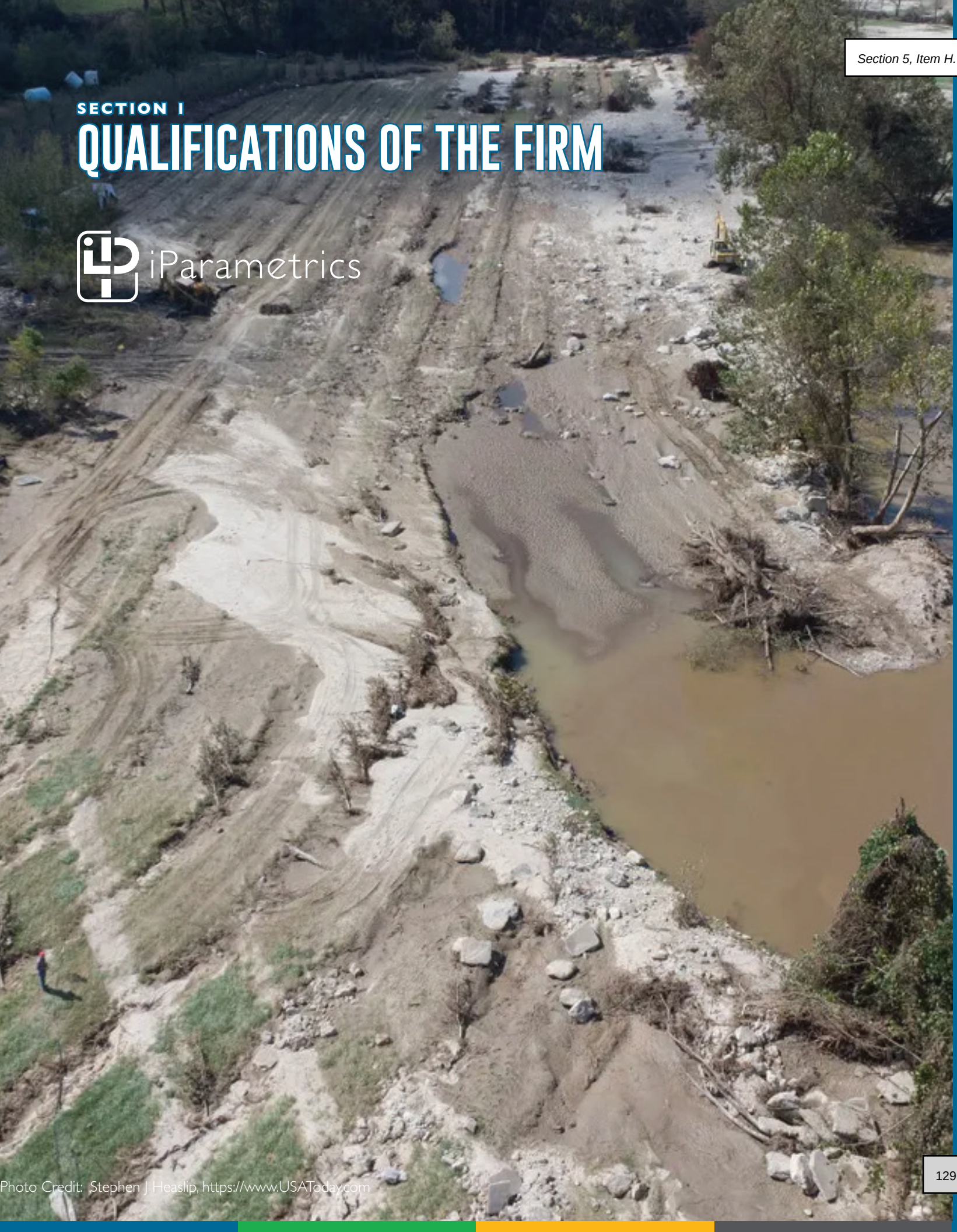


Photo Credit: Stephen J Heaslip, https://www.USAToday.com

SECTION 1

QUALIFICATIONS OF THE FIRM

iParametrics, LLC, is a recognized national leader in emergency management, disaster recovery, and resilience planning with a Southeast-based, experienced team that has actively supported communities throughout North Carolina. **We understand the depths of Henderson County's challenges with recovery following Hurricane Helene and genuinely care about your complete, holistic recovery. We want to return to you, your municipalities, your school district, and your other entities to Mountain Strong, as quickly as possible.**

Our 20+ years of experience ensures that Henderson County and its entities will maximize your cost recovery while adhering to FEMA's standards and policies.

Together with our team, **Arcadis, Metric Engineering, RSM, EBS,** and **DMG Global,** we have worked with a broad range of clients, including numerous federal agencies, over 30 state-level agencies, as well as 750+ cities, counties, and townships in all 50 states and globally.

Our team has a diverse range of experience assisting with over 100 presidentially declared disasters over the last 20 years.

ARCADIS is a global leader in disaster recovery and resilience, with decades of experience supporting FEMA Public Assistance (PA) and HUD CDBG-DR/MIT programs. The firm has played a pivotal role in nearly every major U.S. disaster recovery effort since 2006, securing over $5 billion in FEMA PA funding and more than $500 million in HUD CDBG-DR/MIT funds. With a deep understanding of FEMA and HUD requirements, Arcadis has delivered successful disaster recovery projects across the United States., helping communities rebuild with resilience and efficiency.

METRIC CONSULTING (METRIC) is a privately held, woman and minority-owned disaster recovery firm with offices in Florida and Louisiana. Metric provides comprehensive emergency management planning and disaster recovery operations that focus on mitigation, preparedness, response, and recovery. Metric has helped their clients recover from some of the largest disasters in U.S. history, including Hurricanes Andrew, Katrina, and Michael, the Iowa Bird Flu, the Great Floods in Louisiana, and the COVID-19 pandemic. Metric's staff is comprised of skilled grant managers with experience in FEMA and HUD programs, as well as personnel with vast experience in program and grant management, case management, housing assistance, environmental reviews and preservation, and debris monitoring.

ELITE BUSINESS STRATEGIES, LLC (EBS) specializes in disaster recovery, offering expert services in grant management, cost recovery, and compliance with federal funding programs. EBS has supported clients through FEMA PA programs, HUD CDBG-DR efforts, and other relief initiatives, ensuring that local governments and organizations efficiently navigate the complexities of post-disaster recovery.

RSM has extensive experience in disaster recovery, providing specialized advisory and consulting services to help organizations navigate federal recovery programs such as FEMA PA and HUD CDBG-DR. RSM's support extends to auditing disaster relief efforts, managing complex funding streams, and guiding organizations through the intricacies of grant management to facilitate recovery.

DISASTER MANAGEMENT GROUP (DMG) is a South Carolina-based company with a 19-year track record in disaster response and recovery. Specializing in the management of temporary life support facilities (base camps), DMG has supported large-scale responses to public health crises, natural disasters, military needs, and industrial applications worldwide.

Why the iParametrics team?

Our team is not only ready to meet any of our listed scope items upon award, but have personnel with deep technical understanding and experience to execute effectively. We feel confident that we are more than qualified through our unique discriminators:

- **OUR FIRM KNOWLEDGE.** iParametrics has significant experience planning for, responding to, recovering from, and mitigating the effects of disasters for communities across the country, including major disasters like Hurricane Helene. We have a proven history of supporting counties just like Henderson County to recover from some of the most challenging disasters in the country, while providing the resources and training to become better prepared for future disasters.
- **OUR THOROUGH APPROACH.** We recognize that the scope items requested by the County are multi-faceted and require more than a blanket response. **iParametrics strongly believes that cookie-cutter responses are inefficient and ineffective, especially in major disasters like this one, so we do not provide those to our clients.**

> ***"In addition to their technical skills, iParametrics took the time to thoroughly understand our hospital's mission, goals, and projects. This in-depth knowledge allowed them to tailor their grant recommendations and proposals to our specific needs." - Johns Hopkins All Children's Hospital***

SECTION 1

QUALIFICATIONS OF THE FIRM CONTINUED

- **OUR TEAM MEMBERS.** The iParametrics team members proposed for this project have been carefully selected to deliver a mix of wide-ranging subject matter expertise, trusted insights, operational knowledge, and technical skills. We have provided completely separate teams for Helene recovery proposals to show the vast coverage our team provides. **Our team is ready to leverage their skills to begin supporting Henderson County starting on Day One of the contract.**



We know the people of this community have a strength that matches your mountains, and our goal is to restore the County to that strength as quickly and fully as possible.

Ten years of experience working with the FEMA PA Program at the Federal, State or local level.

iParametrics brings **over 20 years** of experience and a methodical, comprehensive approach to disaster recovery, supporting the full cycle of FEMA PA projects from PW development to closeout. Our expertise ensures that communities maximize their cost recovery while adhering to FEMA's standards and policies. Our experience includes:

1. **Project Worksheet (PW) Development:** We have supported FEMA's PA Program since 2003, serving on major disasters like **Hurricanes Harvey, Maria, Michael, Ian, Sandy, Katrina, and Irma**. We are experienced in developing detailed scope, gathering documentation, and validating cost.
2. **PW Audit and Documentation Review:** We actively support scope development, QA/QC processes, and ensure thorough documentation required for FEMA audits. Our approach guarantees compliance with FEMA's standards.
3. **Eligible Cost Reconciliation and Audit Checklists:** We focus on maximizing cost recovery by ensuring eligible costs are correctly identified and reconciled.
4. **Development of Successful Appeals and Responses:** iParametrics' intimate understanding of FEMA policies has equipped us to assist communities in developing successful appeals or responses to FEMA determinations.

Our hands-on experience ensures that recovery processes, documentation, and compliance requirements are met efficiently, maximizing financial recovery and ensuring adherence to FEMA's stringent audit and reimbursement requirements.

The iParametrics team successfully completed a second appeal for the Town of Matthews, NC, resulting in the award of over $62,000 in additional FEMA PA funding for the Town's use of solar powered message boards for COVID-19 messaging.

This same appeal was successful in the Town of Davidson, NC, the Township of Sparta, NJ, and the Borough of Hamburg, NJ, resulting in hundreds of thousands of dollars recovered by those communities.

5. **Closeout Support:** We provide extensive assistance during the closeout phase of disaster recovery. Our personnel have been involved in project closeout for every client we have supported, ensuring that all federal requirements are met and that documentation is comprehensive, reducing the risk of audit issues.

Experience with interpreting and administering grant SRIA and DRRA rules and programs.

The iParametrics team has over 20 years of experience supporting FEMA's PA program, playing a critical role in disaster recovery for major events such as **Hurricanes Maria, Katrina, and Sandy**. Our team's expertise includes project formulation, cost development, and compliance with evolving federal policies, particularly under the Stafford Act amendments like the Sandy Recovery Improvement Act (SRIA) and the Disaster Recovery Reform Act (DRRA). **We excel in grant management and compliance, ensuring alignment with SRIA and DRRA to expedite project closeouts and maximize cost recovery**.

For the Town of Sneads, the iParametrics team:

- Identified additional eligible damages totaling nearly $2 million
- Coordinated with insurance to increase cost recovery and avoid a potential duplication of benefits
- Identified and recovered volunteer time as well as donated resources to reduce local disaster cost share

Additionally, our team provides robust support in FEMA appeals and audits, effectively navigating complex regulatory landscapes to ensure that eligible expenses are fully recovered and documented. Our deep understanding of SRIA and DRRA



SECTION 1

QUALIFICATIONS OF THE FIRM CONTINUED

regulations enables us to deliver exceptional grant management services that both comply with federal guidelines and optimize financial outcomes for our clients.

Experience with all categories of work in the FEMA PA Program for man-made and natural disasters, with expertise in the tracking of force account labor, equipment reimbursement, supplies, donated services, mutual aid, and contracted services.

The iParametrics team has extensive experience across all categories of work within the FEMA PA program, supporting both natural and man-made disaster recovery efforts. We have developed specialized processes for tracking force account labor, ensuring that labor costs are accurately recorded and compliant with FEMA regulations. **Our team also excels in managing equipment reimbursement by documenting the use of equipment according to FEMA policies, ensuring maximum cost recovery.**

Additionally, we manage the tracking and replacement of supplies and materials during disaster recovery efforts, ensuring that all related expenses are eligible for FEMA reimbursement. Furthermore, we handle the documentation of donated services, ensuring these resources are properly accounted for, which is vital to complying with FEMA rules on donated resources. Our experience also extends to managing mutual aid agreements, ensuring that all costs under these agreements are properly documented for reimbursement, and overseeing contracted services to ensure compliance with FEMA procurement guidelines.

We have extensive experience managing the financial functions of large-scale disaster recovery programs that involve multiple funding streams, such as FEMA PA, HUD, and other federal grants.

iParametrics recently worked with the State of Georgia to recover $780,000 for 100 pieces of equipment using force account equipment to repair and resurface flooded dirt roads.

Experience in the application of the PA Program to the costs incurred in response to COVID-19.

Since March 2020, iParametrics has played a pivotal role in COVID-19 recovery efforts by helping numerous clients secure FEMA PA funding and manage complex cost recovery processes. Notably, we supported **Mecklenburg County, NC,** with FEMA PA funding for COVID-19 recovery, including non-congregant sheltering, safety and security, supply distribution, and logistics. We also supported the **City of Lowell, Massachusetts**, with comprehensive grant management, strategic planning, and virtual Emergency Operations Center (EOC) setup to enhance pandemic response and vaccination efforts.

We also provided critical recovery planning to the **Georgia Mountain Regional Commission (GMRC),** leveraging CARES Act funds to develop long-term economic recovery strategies for regional governments. Through these initiatives, our team has demonstrated expertise in coordinating federal relief programs and delivering tailored solutions for pandemic recovery.

Arcadis team members bring experience working with clients at different scales with respect to COVID-19 support. For **local government clients in California and Texas**, members of their team conducted audits, validations, and reconciliations for eligible Category B expenditures submitted for reimbursement under the COVID-19 CARES Act.

Experience developing, reconciling, or reviewing Federal grants for multiple clients of comparable size and complexity.

The iParametrics team has significant experience in developing, reconciling, and reviewing federal grants for multiple clients, simultaneously. Our extensive involvement with FEMA PA, IA, HUD CDBG DR/MIT, and the Economic Development Administration (EDA) is reflected in our track record of successful management for various municipalities and large organizations.

We have extensive experience in federal grant application and management, supporting municipalities like **Mecklenburg County, NC,** and **Cities of Fayetteville, NC, Providence, RI, Sneads, FL, and Lowell, MA,** from application through grant closeout, ensuring compliance with federal regulations and maximizing financial recovery. We have coordinated multiple funding streams, including FEMA Public Assistance and Hazard Mitigation Grant Program (HMGP), managing complex recovery efforts for clients such as **Greater Naples Fire District** and **John Hopkins All Children's Hospital in Florida**. Additionally, iParametrics has provided strategic technical assistance, documentation, and training to cities like **the Cities of Portland, OR, and Lowell, MA**, ensuring successful navigation of federal grant requirements.

For the City of Providence, the iParametrics team:

- Maximized FEMA PA funds, CARES CRF dollars, and best uses of ARPA funds to create a complete funding solution.
- Provided compliance reviews and testified before the finance committee to keep leadership up-to-date on award status.
- Completed DEI study to understand under-served communities and direct funding to those areas.

SECTION 1

QUALIFICATIONS OF THE FIRM CONTINUED

Demonstrated experience developing and implementing innovative solutions to difficult recovery issues, including innovative uses of traditional recovery funding streams (e.g., FEMA PA and HUD CDBG-DR).

iParametrics has extensive experience developing and implementing innovative solutions to address challenging recovery issues, particularly through the strategic use of traditional funding streams such as FEMA PA and HUD CDBG-DR/MIT. Our expertise includes:

1. **Leveraging FEMA PA and CDBG-DR/MIT for Complex Projects:** We have worked on several projects where they combined these funding streams to optimize recovery outcomes. For example, we supported the **Town of Sneads, Florida**, in pursuing both FEMA PA and HMGP funds following Hurricane Michael. We identified additional eligible damages and leveraged 406 mitigation opportunities to enhance resilience.
2. **Innovative Application of Funding for Community Resilience:** We used CDBG-DR/MIT funds to relocate a firehouse in the **Greater Naples Fire District** out of a flood zone, ensuring community resilience against future disasters. We also assisted the **City of Naples** in using FEMA PA to rebuild a historic multi-million dollar pier that was destroyed during Hurricane Ian, which is critical for tourism and the local economy.
3. **Addressing Complex Recovery with Strategic Innovation:** In the wake of Tropical Storm Debby, We supported the **U.S. Army Corps of Engineers (USACE)** temporary power mission by installing generators on emergency facilities in **North Carolina.** This innovative use of FEMA PA funds helped stabilize critical infrastructure during recovery.

iParametrics worked with Washington University in St. Louis to mitigate a critical building that was in a bowl that often experienced in flooding. We worked with multiple layers of government, university bureaucracy, and the State to develop a positive solution to a flooding event that overwhelmed the stormwater system that the University didn't own.

Prior experience in Program Conformance with pre- and post-construction projects

iParametrics has significant experience ensuring program conformance in pre- and post-construction projects, specializing in disaster recovery and construction management. Our expertise includes providing detailed cost estimates and performing quantity surveys to validate project costs in compliance with federal and state guidelines.

We have actively participated in design development meetings for large-scale recovery efforts, such as the **rebuilding of critical infrastructure in the City of Naples after Hurricane Ian** ensuring projects meet design and budget goals. Additionally, we review progress design documents to ensure projects remain within scope and budget, offering oversight throughout all project phases to ensure financial and operational alignment.

We have been training FEMA staff on cost estimating and scope development processes since 2007. Additionally, iParametrics is the online training provider for the Association of the Advancement of Cost Engineering.

Demonstrated experience in financial and grants management for the Section 428 Public Assistance Alternative Procedures Program for Permanent Work and Debris Removal.

iParametrics has substantial experience in financial and grants management under the Section 428 Public Assistance Alternative Procedures Program for both Permanent Work and Debris Removal. Our involvement includes managing FEMA Public Assistance (PA) grants for disaster recovery and leveraging alternative funding strategies to maximize recovery outcomes.

iParametrics recently supported the Louisiana DOTD District 2 with debris monitoring following Hurricane Laura.

Demonstrated experience in managing projects with at least three funding streams, including, but not limited to: Insurance; 404 and 406 Hazard Mitigation; FHWA; HUD; and FEMA.

Our team has extensive experience managing projects with at least three funding streams, as we often work with clients to build holistic funding that uses more restrictive funding for the areas that are covered by those streams and filling in additional funding opportunities that are less restrictive when possible. Our team is able to manage multiple funding streams, ensuring all costs are tracked, compliance is maintained, and recovery efforts are maximized for our clients.

- **For Greater Naples Fire District**, the iParametrics team managed **FEMA PA** funding for damages that they had not recovered; **HMGP** funding in the amount of $4.5 million for hardening fire stations; and **BRIC** application.
- **For the Town of Sneads,** the iParametrics team managed **FEMA PA** funding for damages and infrastructure, including identifying

SECTION 1

QUALIFICATIONS OF THE FIRM CONTINUED

additional eligible damages; $750,000 in **HMGP (404)** and **CDBG-DR** funding; and **insurance**.

- **For Johns Hopkins All Children's Hospital,** we managed **FEMA PA**, **insurance**, and **404 mitigation (HMGP).**
- **For Washington University (St. Louis),** we managed **FEMA PA, 406 mitigation**, and **insurance.**
- For **FDOT District 3 Natural Disaster Debris Monitoring, Recovery, and CEI Services,** our partner Metric managed **FEMA PA, NRCS**, and **FHWA** funding.

Experience developing Letters of Interest (LOIs) for the FEMA 404 and 406 Hazard Mitigation Program.

iParametrics has significant experience developing LOIs for FEMA Hazard Mitigation Programs. This is exemplified through our work with clients across the Southeast, including, among others:

- **Town of Sneads, Florida**
- **Johns Hopkins All Children's Hospital**, where the project went in not highly rated but through our work on the application, resulted in the highest rated project in the region
- **Advent Health North Pinellas**
- **Greater Naples Fire District**

The LOIs total over $180 million in improvements following the devastation of Hurricane Ian in 2023.

"iParametrics provided outstanding technical guidance regarding procurement, making sure we didn't duplicate benefits and providing information on other potential federal grant opportunities. Additionally, during the application process, they provided us with a Benefit-Cost Analysis (BCA) and data analytics to use in support of the submission of the application." - Chris Wolfe, Interim Chief, Greater Naples Fire District

Prior experience performing A-123 Internal Controls Review and Improper Payment Act reviews of US Department of Homeland Security (DHS) programs.

The iParametrics team has prior experience conducting A-123 Internal Controls Reviews and Improper Payment Act reviews for DHS programs. This work involved assessing and strengthening internal controls to ensure compliance with federal regulations, identifying areas of risk, and preventing improper payments. Their reviews helped ensure that DHS programs adhered to established financial and operational standards, reducing vulnerabilities and enhancing accountability within the department's programs.

Experience managing the financial functions of a large-scale disaster reconstruction program.

iParametrics has significant experience managing the financial functions of large-scale disaster reconstruction programs. Our work includes comprehensive disaster recovery financial and grant management support across numerous high-profile projects. Between our team members, we have supported recovery across the United States and its territories, including major disasters:

- Hurricane Katrina (2005)
- Hurricane Rita (2005)
- Superstorm Sandy (2012)
- Hurricane Harvey (2017)
- Hurricane Irma (2017)
- Hurricane Maria (2018)
- Hurricane Michael (2018)
- Hurricane Laura (2020)
- Hurricane Ida (2021)
- Hurricane Ian (2022)
- Winter storms in District of Columbia (2016) and Massachusetts (2015)

These recovery programs have included multiple funding streams—such as HUD CDBG-DR/MIT, FEMA, and FHWA— and have proven our ability to handle large-scale financial functions. We have successfully coordinated with various agencies to ensure compliance and recovery, especially in situations involving insurance, hazard mitigation, and other federal aid programs

Experience implementing a comprehensive financial and grant management system for the FEMA PA Program.

Over the past 20 years, our team has supported a wide array of federal, state, and local agencies in managing disaster recovery projects that use FEMA PA funding. There are substantial risks associated with the federal grant management process that can result in the loss of all or a significant portion of the grant funding. It is imperative that the County assess the risk and establish an effective grant management process.

An effective grant management process includes strategies, policies, procedures, and internal controls that effectively guide the process from proposal solicitation and contract award, through contract monitoring and documentation that evidence disaster-related work was performed effectively and efficiently without fraud, waste, or abuse and ending with the closeout process that provides this evidence to federal funders.

During our engagement, we will assess the risk associated with the current County environment and work with the appropriate agencies to develop and implement mitigating elements to ensure the County receives full reimbursement of all eligible costs under grants.

SECTION 1

QUALIFICATIONS OF THE FIRM CONTINUED

Our team member, RSM, is an accounting firm and will provide support in financial reconciliation. Jill Reyes is a CPA and will lead this work. With a team of resources including Fellows and Associates of the CIA, CAS, and SOA, as well as Chartered Financial Analysts, RSM's insurance advisory practice has served some of the world's largest financial institutions, not-for-profit associations, and government entities. **A major differentiator for RSM is their dedicated Insurance Risk Advisory practice that focuses on the business and functional needs of insurance companies.** RSM brings a high level of insurance industry experience, as well as broad subject matter expertise across all facets of government and state grants, to minimize our time spent learning and onboarding and increase our focus on execution and delivery. The team that will deliver this work includes the most accomplished insurance, financial, and government services professionals that RSM has to offer and leverages RSM's deep network of financial services consulting experts.

Experience administering the FEMA CDL Program.

The FEMA CDL Program provides another funding opportunity to Henderson County for replacement of substantial revenue losses due to Hurricane Helene. The program offers low-interest loans to help maintain essential government functions such as police, fire, and public health services when local revenue streams, like taxes, are significantly reduced. Loans can be forgiven if the community can demonstrate that it cannot repay them without further financial hardship.

The program aims to support the recovery and continuity of critical public services during times of disaster-induced economic distress.

The iParametrics team has supported FEMA in the administration of the CDL program as part of our FEMA PA Technical Assistance Program.

Experience with programmatic disaster closeouts.

A critical and often overlooked aspect of any federal grant program is the project closeout process. The purpose of closeout is to certify that all recovery work has been completed, appeals have been resolved, and all eligible costs have been reimbursed. Closeout is the final and last step in the PA Program process and no further actions may occur other than a possible audit by FEMA or other agency.

Many elements make up a successful closeout program, all of which start with a structurally sound and well-developed Project Worksheet.

Our closeout experience is second to none. This experience has demonstrated the importance of highlighting project closeout from the beginning of the recovery process. With the end in mind, one can plot the course of how to get there.

Proven track record proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration.

iParametrics has a strong track record of proactively addressing and solving disagreements during the project formulation stage, avoiding the need for appeals and arbitration. Our comprehensive approach focuses on clear communication, stakeholder involvement, and collaboration with local and federal agencies to resolve potential disputes before they escalate.

We firmly believe that solving disagreements during project formulation saves time, money, and headaches for all involved, and we work very hard to accomplish this goal.

Recently, in Hamburg NJ, the iParametrics team was able to solve a disagreement during project formulation that resulted in one of the only approved mitigation projects in the disaster. To accomplish this goal, we brought experts from several New Jersey state agencies, FEMA leadership, community members, and the Borough's third-party contracted engineering firm to do a site tour. During this site tour, we explained our proposal and the damages that occurred during the disaster. This site meeting prevented back and forth that often happens in these projects and created a successful mitigation application.

Our approach emphasizes **collaboration, clear communication, and proactive issue resolution** to ensure smooth project execution. We prioritize open dialogue with stakeholders, including the client and FEMA, to address any scope, cost, or project formulation issues early. By leveraging our deep understanding of FEMA policies, we identify and resolve potential conflicts before they escalate into formal disputes, minimizing the need for appeals or arbitration. Additionally, we involve all stakeholders in key decision-making processes from the outset to ensure alignment and reduce misunderstandings.

Experience supporting the design and implementation of programs funded through grants under the CARES Act, Consolidated Appropriations Act, 2021, ARPA, or other COVID-19 relief programs.

iParametrics has substantial experience supporting the design and implementation of programs funded through various COVID-19 relief mechanisms, such as the CARES Act, the Consolidated Appropriations

QUALIFICATIONS OF THE FIRM CONTINUED

Act, 2021, and the American Rescue Plan Act (ARPA). We have assisted clients since 2020 with all of these funding sources, creating solutions that layered available funding to create more resilient communities.

We are assisting over two dozen clients across nine states managing over $1B in ARPA funding, including programs for housing, small businesses, and non-profits.

While knowledge of the requirements surrounding these grants is a key element in a successful application, **it is equally important to understand how these different grants can be layered and leveraged to maximize the funding received.** For example, iParametrics was selected by **Finney County, Kansas,** to support their grant writing and applications for COVID-19-related reimbursements in 2020. During this process, the need for new and updated broadband infrastructure was identified because of the challenges created by the pandemic. In conjunction with $10.9 million received through the County's Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Relief Fund (CRF), and Strengthening People and Revitalizing Kansas (SPARK) Grant, our team also wrote a $1.8 million Connectivity Emergency Response Grant (CERG) from the state of Kansas. This funding source was initially unrecognized by County leaders, and the award of additional funds allowed the County to focus on applying its other funds to other identified projects.

Our team excels in reporting for compliance for a variety of funding sources. We prepare quarterly and annual reporting for all of our federal funding clients, including ARPA, CARES, and other funding.

Experience providing technical assistance related to disaster housing and sheltering programs and operations for Federal, State, and local clients.

iParametrics has substantial experience providing technical assistance for disaster housing and sheltering programs across federal, state, and local levels. This includes working alongside FEMA, state, and local agencies in managing disaster housing operations. Specifically, iParametrics deploys engineers, analysts, and inspectors to presidentially declared disaster zones within 24 hours to provide technical assistance for recovery efforts, including temporary housing programs.

iParametrics is currently on a team for FEMA's Logistics Construction Support Contract (LCSC), which provides housing support for those who have lost their homes in the wake of a major disaster.

We are supporting the technical implementation of the LCSC program on multiple disasters, including wildfires, floods, and hurricanes, throughout multiple FEMA Regions.

"The quality of work performed by iParametrics' staff was very strong and benefited Dewberry, FEMA, and the disaster survivors supported by this contract. Staff requested had the requisite skills and training to deliver quality work, deployed timely, met deployment period of performance commitments, and reported daily accountability as required."- Program Manager for LCSC Program, Dewberry

DMG's experience includes deploying turnkey base camp operations for hurricanes, military support, and emergency medical structures. DMG also boasts a strong supply chain, owning one of the largest inventories of life support assets in North America, and has been involved in over 100 disaster response deployments globally. Their expertise includes site preparation, logistics, infrastructure support, and wrap-around services, providing comprehensive solutions in challenging conditions. DMG's capabilities are bolstered by a proprietary mobile app for real-time reporting and efficient project management, ensuring timely and effective disaster recovery operations.

Experience working with HUD CDBG-DR grant programs at the Federal, State or large local government level, including program design and monitoring.

iParametrics has significant experience working with HUD CDBG-DR grant programs at the federal, state, and local levels, including both program design and monitoring. We have supported clients through the CDBG-DR/MIT grant program, including:

1. **Program Design:** We have supported various disaster recovery efforts, leveraging HUD CDBG-DR/MIT funds to rebuild critical infrastructure. For example, we worked with the **Greater Naples Fire District** to manage CDBG-DR funds for relocating a firehouse out of a flood zone. This project demonstrates our ability to design recovery programs that align with HUD CDBG-DR guidelines, ensuring the resilience of critical public infrastructure.
2. **Monitoring and Compliance:** We ensure that programs funded by HUD CDBG-DR/MIT meet compliance requirements, managing projects from design through closeout. For the **Town of Sneads**, we received and then managed the grant funding

to ensure compliance. This includes coordination with multiple stakeholders to track costs, document progress, and ensure compliance with federal regulations. Our teaming parner Metric assisted **Louisiana's Office of Community Development** with administering the $4.3 billion Restore Louisiana Homeowner Assistance Program, aiding over 91,000 households impacted by floods and hurricanes. Metric ensured compliance with HUD CDBG-DR regulations by developing policies, monitoring vendor performance, and auditing applicant files during construction and eligibility stages. They prevent fraud, waste, and mismanagement through strict internal controls and duplication of benefits checks.

Knowledge and understanding of HUD's Disaster Recovery Grant Reporting (DRGR) data management system including Action Plan set-up and Quarterly Reporting.

iParametrics possesses extensive knowledge and expertise in managing HUD's Disaster Recovery Grant Reporting (DRGR) system, particularly in Action Plan setup and Quarterly Reporting. With years of experience working with DRGR, we ensure that each Action Plan is meticulously developed in alignment with HUD's guidelines, ensuring that all project activities, budgets, and outcomes are accurately reflected. Our team is skilled at setting up Action Plans that are comprehensive yet flexible enough to adapt to project changes over time, ensuring compliance with HUD requirements while effectively supporting recovery goals. We understand the complexities of managing multiple funding sources, cross-cutting activities, and specific program requirements, all of which are crucial for effective disaster recovery efforts.

In addition to Action Plan setup, we excel in maintaining timely and accurate Quarterly Reporting through the DRGR system. **Our team ensures that all progress, financial, and performance data is captured and reported in accordance with HUD's stringent guidelines.** We are well-versed in troubleshooting common DRGR challenges such as data validation errors and have developed efficient processes for monitoring project progress, tracking expenditures, and assessing performance outcomes. This attention to detail ensures that grantees can meet reporting deadlines, maintain compliance, and demonstrate the impact of their disaster recovery programs effectively.

Knowledge of HUD's requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance.

iParametrics has extensive experience working with HUD housing programs, ensuring compliance with federal regulations across rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance initiatives. Our expertise includes managing HUD-funded disaster recovery projects, such as rehabilitating homes and public buildings to meet modern standards, and facilitating acquisition and buyout programs in disaster-prone areas. We have also guided local governments through HUD's CDBG-DR/MIT requirements and provided relocation support for displaced individuals, helping them secure housing through rental assistance programs. This deep understanding of HUD guidelines ensures efficient and compliant disaster recovery efforts.

Knowledge of HUD's requirements for infrastructure and public facilities including FEMA PA match programs; economic development activities; and HUD requirements for calculating duplication of benefits in compliance with the Stafford Act.

iParametrics has extensive experience with HUD's requirements for infrastructure and public facilities, particularly in FEMA PA match programs, economic development activities, and duplication of benefits compliance under the Stafford Act. We have helped local governments maximize recovery funding by using HUD CDBG-DR/MIT funds to cover the non-federal share of FEMA PA and HMGP projects. Additionally, we have supported economic development initiatives to revitalize disaster-affected communities through infrastructure rebuilding and business support. Our expertise in preventing duplication of benefits ensures proper coordination of insurance payouts, FEMA assistance, and HUD funding, maintaining compliance with federal guidelines.

Demonstrated experience in providing staff in and EOC or JFO for a large-scale disaster recovery operation.

iParametrics has extensive experience providing staff for EOCs and JFOs during large-scale disaster recovery operations.

We are currently deployed in several EOCs in Florida to support both Hurricane Helene and Hurricane Milton response.

This includes the deployment of engineers, analysts, and inspectors to federally declared disaster zones within 24 hours to support Henderson County. Our cadre of Incident Management Team (IMT) members includes over 50 personnel who are experienced in the worst disasters that have hit the United States. **These individuals are ready to support the County immediately upon notice to proceed.**

Our roles in these operations involve crafting recovery plans that are tailored to the specific needs of affected communities, conducting site surveys, and providing engineering design and feasibility studies. We

SECTION 1

QUALIFICATIONS OF THE FIRM CONTINUED

have also been involved in staffing EOCs in positions such as Plans Chief, Logistics Chief, Liaison Officer, and supporting IMTs.

Our work in supporting these operations demonstrates our ability to assist in both immediate response efforts and long-term recovery planning. By integrating with local, state, and federal teams, we ensure a coordinated and efficient recovery process, making them a reliable partner in large-scale disaster recovery operations.

iParametrics was engaged to staff an Incident Management Leadership Team to a Logistics Staging Area in the wake of Hurricane Ian. The team was tasked with managing over 200 staff members contracted to run the various positions at the staging area.

Since 1992, Metric has supported EOC operations across multiple Emergency Support Functions (ESFs), particularly during initial disaster response. Metric has played a vital role in **ESF #3 – Public Works and Engineering**, providing debris monitoring and infrastructure assessments to ensure the rapid and safe removal of debris while adhering to FEMA guidelines and **ESF #5 – Information and Planning**, where they have coordinated recovery strategies and documented activities for federal reimbursements.

Their team has played a crucial role in emergency operations support during multiple EOC activations, overseeing responses to Tropical Storms Debbie and Isaac, Hurricane Matthew, and Hurricane Irma. They managed disaster response and recovery efforts, providing assistance to survivors and coordinating Public and Individual Assistance programs for affected residents.

Past performance supporting after-action reports and incorporating best practices and lessons learned into plans, policies, and procedures.

In the City of Portland, OR, we developed multiple After-Action Reports for the City's Bureau of Emergency Management following critical community events and disasters. The process involved thorough reviews of response efforts and documentation, followed by hosting "hotwash" meetings, both in-person and remotely, to discuss successes and areas for improvement.

iParametrics has created dozens of After-Action Reports (AARs) and Improvement Plans for clients after events, exercises, and training. We incorporate best practices and lessons learned into plans, policies, and procedures.

We can also conduct workshops and training exercises to further reinforce lessons learned. By engaging stakeholders and leadership in the review process, iParametrics helped the City of Portland implement practical improvements to their emergency response protocols.

Past experience developing pre- and post-disaster plans to support response and recovery, including Recovery Redevelopment Plans, Long-Term Recovery Plans, and Disaster Cost Recovery Plans (among others).

iParametrics has substantial experience in developing pre- and post-disaster plans. We have been involved in long-term recovery efforts following various natural disasters, such as **Hurricane Michael in Sneads, FL**, and preparing plans in advance of disasters to prepare staff on response, such as in **Mecklenburg County, NC**. Our work has included the development of comprehensive recovery strategies that incorporate hazard mitigation funding and aim to build long-term community resilience.

Our work with the **City of Lowell, MA,** supported the development of disaster cost recovery plans. These plans focused on maximizing recovery under multiple funding streams (e.g., FEMA PA, HUD CDBG-DR/MIT, CARES Act), ensuring compliance with federal guidelines, and avoiding duplication of benefits. Our demonstrated expertise in creating robust recovery and redevelopment plans, tailored to the needs of disaster-impacted communities, ensures that recovery efforts are efficient, compliant, and capable of securing full cost recovery.

In 2018, iParametrics was retained by Mecklenburg County, NC, to develop a community-wide Crisis Management and Response Plan to assist the community in the prevention, management, and resolution of emergency and crisis situations and training to support the plan. When COVID-19 hit in 2020, the County was prepared and trained on response.

SECTION 2

QUALIFICATIONS OF PERSONNEL

iParametrics

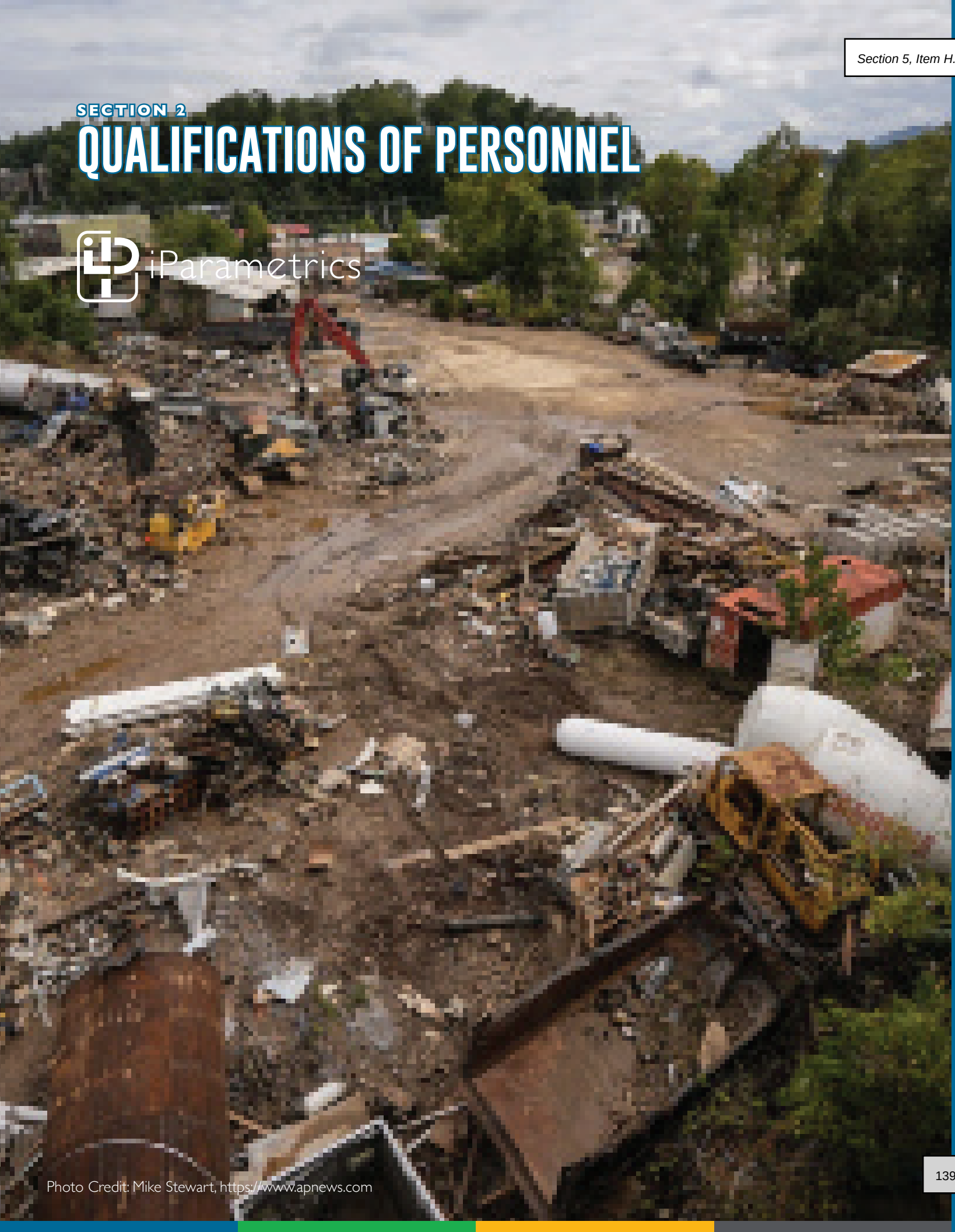


Photo Credit: Mike Stewart, https://www.apnews.com

SECTION 2

QUALIFICATIONS OF PERSONNEL

We know that compassionate and dedicated people drive quality results, which is why our commitment to you starts with the hand-picked team we will assign to this project. Our professionals have dealt with many complex projects, including emergency planning, hazard mitigation, data analytics, and long-term community development. Our team is made up of expert facilitators, policy experts, writers, trainers, and responders who will lead you through this challenging recovery process.

Shanti Smith-Copeland, FPEM, CEM, currently serves as the Director of Emergency Management for iParametrics and will be the Project Manager for this engagement. She is a compassionate, decisive, and results-oriented executive with 18 years of innovative crisis and emergency management leadership. Shanti's experience includes disaster preparedness, response, recovery, and grant management support on behalf of the State of Florida Emergency Response Team, as well as Florida cities and counties after Hurricanes Dennis, Katrina, Rita, Wilma, Hermine, Matthew, Irma, Michael, Dorian, and Ian, among other disasters affecting the state. Additionally, her experience in **34 federally declared disasters across FEMA Regions 1, 2, 4, 6 and 7 since 2005** has allowed her to provide operational support to field operations for disaster recovery, debris management, mass care coordination, EOC staffing of ICS positions, including Plans Chief, Logistics Chief and Liaison Officer, and Incident Management Team support up to and including Type III Incident Commander.

Shanti will be supported by **Jeff Stevens, CEM, MEP,** who serves as iParametrics' Executive Vice President. Jeff is a leader in the emergency management industry with 18 years of experience, and is an expert on all regulations behind federal and state-level grants. Jeff has experience with **over 30 federally declared disasters throughout his career, and has managed the commonwealth of Massachusetts largest disaster prior to COVID-19.** He is a hands-on leader known for his advocacy on behalf of the communities we serve. Jeff has served clients in Rhode Island, Massachusetts, Georgia, Florida, North Carolina, South Carolina, Tennessee, and Kansas to apply for and leverage federal funding from multiple sources to deliver a variety of initiatives. **He holds numerous Incident Management Team certifications including as an Operations, Planning, and Logistics Section Chief.** He is also a volunteer firefighter.

All key staff proposed in these pages have recent experience implementing federal grant relief programs funded through FEMA and other entities.

Our team has been carefully selected to deliver a mix of wide-ranging subject matter expertise, trusted insights, operational knowledge, and technical skills. Our team is trained to deliver understanding, empathy, and solutions; tailor made for Henderson County and its agencies.

We are passionate about the clients we serve and the communities we support. This group is supported by a deep bench of 500+ professionals who can be pulled in at a moment's notice based on technical need.



We are fully qualified and capable of supporting Henderson County or any of its municipalities or agencies throughout the life of this contract. **Our goal is to build back stronger so that your community remains Mountain Strong for years to come.**

Over the 20 years of our firm's existence, we have perfected the processes needed to successfully support and manage multiple and often simultaneous response and recovery initiatives for communities across the country. Our key personnel are committed to providing Henderson County prompt and consistent communication, personalized plans, and full attention to detail to ensure a successful recovery program.

We are ready to deploy within 48 hours of notice to proceed.

Please find our team in a summary chart on the following pages and full resumes for the personnel assigned to this project in the appendix.

SECTION 2

QUALIFICATIONS OF PERSONNEL CONTINUED

POSITION	NAME	YEARS OF EXPERIENCE	EDUCATION*
Preparedness/Response/ Recovery Consultant III	Katie Duskin, CFM	6 years	Masters Degree
	Jamie McMillan, CFM	6 years	Masters Degree
	Emily Pinell	8 years	Bachleors Degree
	Terrence Walker	11 years	Bachelors Degree
	Louis R. Scott, Jr.	15 years	Bachelors Degree
	Charles E. Dabney, CPA, AEP	16+ years	Masters Degree
Preparedness/Response/ Recovery Consultant II	Madison Teeter, CFM	4 years	Masters Degree
	Teresa Cooper	7 years	Bachelors Degree
	Charles Clay	6+ years	Some College
	John Wood	20 years	n/a
	Carol Rodriguez	20+ years	Bachelors Degree
	Brent Puckett	7 years	Bachelors Degree
	Angelia Lyons	18 years	Bachelors Degree
Preparedness/Response/ Recovery Consultant I	Pat White	18 years	Bachelors Degree
	Darrell Flythe	4 years	Bachelors Degree
	Paula Farah	5+ years	Associates Degree
Administrator	Laura Shimmons	16 years	Bachelors Degree

SECTION 2

QUALIFICATIONS OF PERSONNEL CONTINUED

POSITION	NAME	YEARS OF EXPERIENCE	EDUCATION*
Project Executive	Jeff Stevens, CEM, MEP	18, 12 yrs in leadership role	Masters Degree
Senior Subject Matter Expert	Mark Van Auken, PE, ENV SP	34 years	Bachelors Degree
	Sarah Moore, CEM	20 years	Masters Degree
	Danica Adams	16 years	Masters Degree
Subject Matter Expert	Falon Alo, MSW	12 years	Masters Degree
	Roni Deitz, PE	12 years	Masters Degree
Senior Project Manager	Dr. Shanti Smith-Copeland, ED.D, CEM, FPEM	18 years	Doctorate
Project Manager	Carly Foster, AICP, CFM	20 years	Masters Degree
	Kambre Scott	15 years	Masters Degree
	Juliann Bertone	12 years	Masters Degree
	Nancy Freeman	18+ years	Post Graduate
Project Accountant	Charles Hill	10 years	Masters Degree
	Ryan Ecker	10 years	Bachelors Degree
Preparedness/Response/ Recovery Consultant IV	Brenda Mathews	15 years	Paralegal Certification
	Steven Clark	16 years	Bachelors Degree
	Trevor Johnson, AICP	12 years	Masters Degree
	Mary Susan Pryor	18+ years	Bachelors Degree
	Johnny Deloach	30+ years	Masters Degree
	Jason Harris, MSA, MBA	18 years	Masters Degree
	Timothy Crawford	18 years	n/a
	Scott Canaday	15 years	Masters Degree
	Steven J. Rice	20 years	Bachelors Degree

SECTION 3

PAST PERFORMANCE REFERENCES

iParametrics

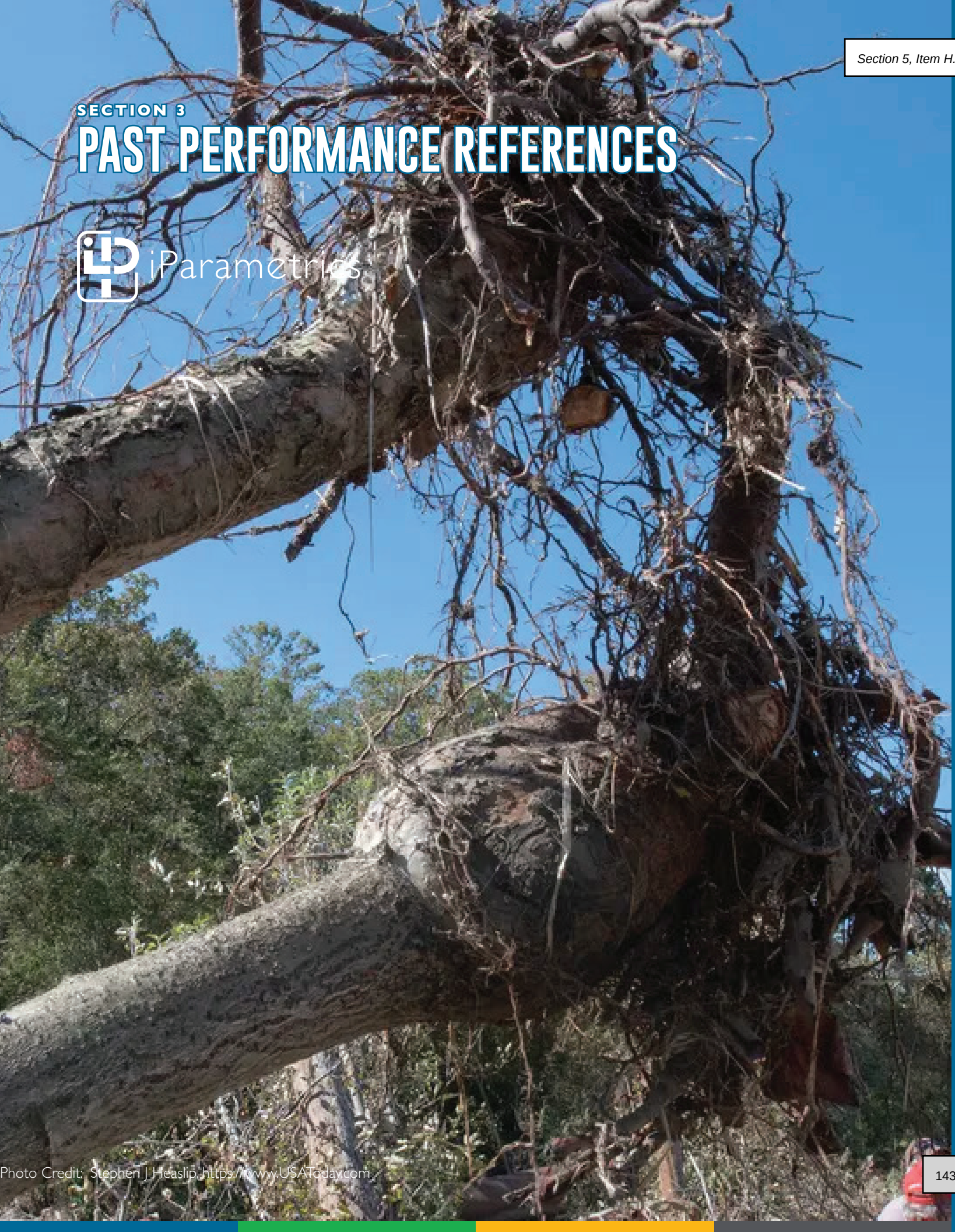


Photo Credit: Stephen J Heaslip https://www.USAToday.com

SECTION 3

PAST PERFORMANCE REFERENCES

Fayetteville, NC

Contact: Douglas Hewett, ICMA-CM, 910.433.1990, dhewett@ci.fay.nc.us

Contract Dates: June 2021 - Present

Services Provided: iParametrics was engaged to offer strategic guidance and grant management services to the City on optimizing the use of its ARPA funds and maximizing cost recovery through various federal programs. These programs include the FEMA Public Assistance (PA) Program, the Coronavirus Relief Fund (CRF), and grants from the Health and Human Services (HHS) and Centers for Disease Control (CDC). Our initial tasks involved identifying nonprofits, households, small businesses, and industries negatively impacted by COVID-19. We also identified public health workers who performed essential work during the pandemic, assessed lost revenues, and explored opportunities to construct broadband infrastructure.

Mecklenburg County, NC

Contact: Christopher Daniels, 980.314.2520, Christopher.daniels@mecklenburgcountync.gov

Contract Dates: 2018 - present

Services Provided: iParametrics was retained by the County to develop a community-wide Crisis Management and Response Plan to assist the community in the prevention, management, and resolution of emergency and crisis situations and training to support the plan. We created in-person training for the senior leadership team while providing a SCORM-compliant online course for over 6,000 employees to be deployed in the client's learning management system. In March 2020, we stepped in to assist the County with response to the COVID-19 pandemic using these tools.

Town of Sneads, FL

Contact: Danielle Dickens Guy, 850.593,6636, danielle@sneadsfl.com

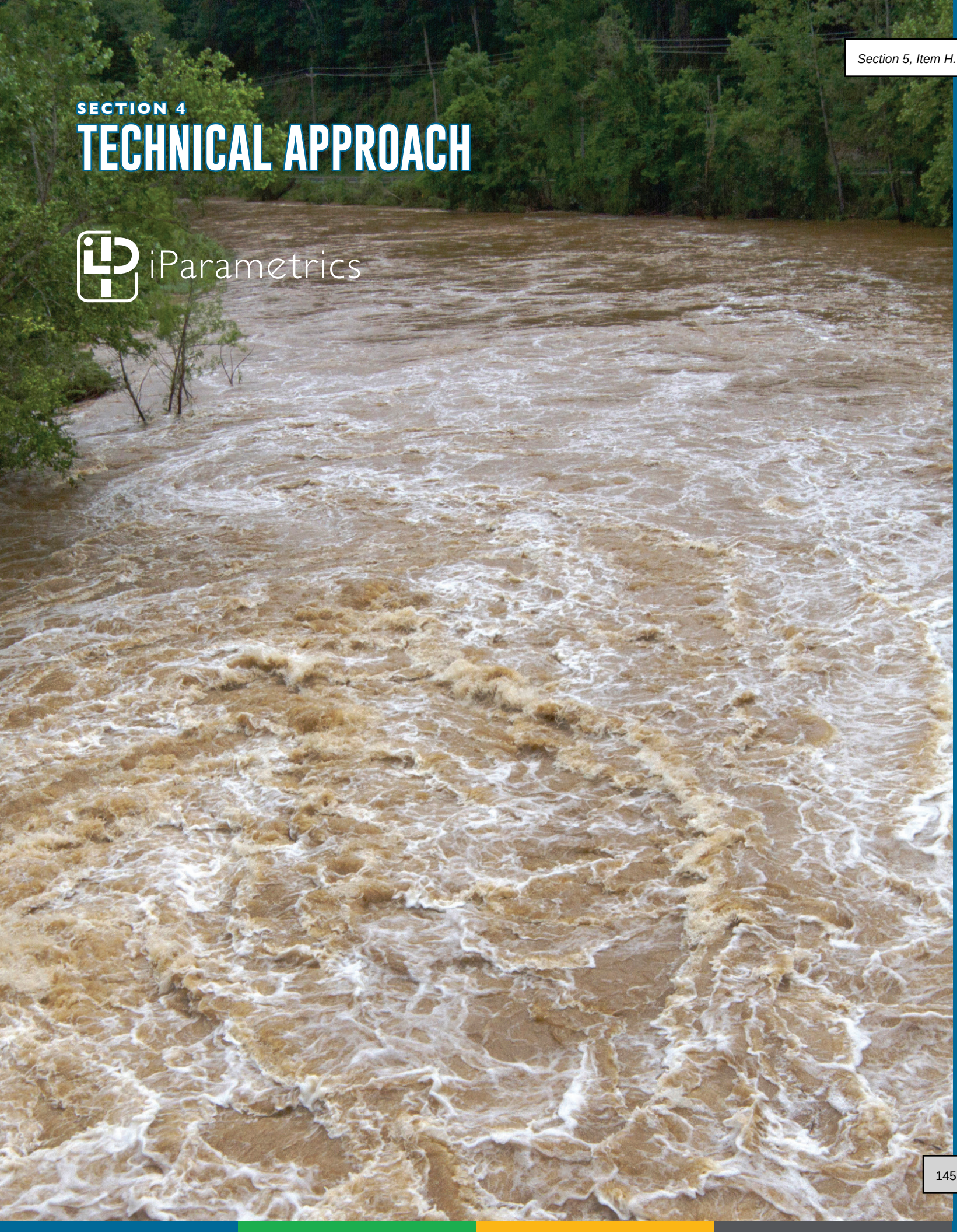
Contract Dates: 2019 - Present

Services Provided: The iParametrics team provided expert guidance to the Town's leadership as they pursued FEMA Public Assistance, 406 Mitigation and Hazard Mitigation Grant Program (404 Mitigation) dollars. Multiple subject matter experts were engaged throughout the process providing the Town with a consistent support through multiple FEMA staff changes (6 PDMGs and 5 TFLs).

SECTION 4

TECHNICAL APPROACH

iParametrics



SECTION 4

TECHNICAL APPROACH

On September 27, Hurricane Helene hit Henderson County, wreaking havoc on a region unaccustomed to such extreme weather. With wind gusts reaching hurricane strength, the storm caused widespread destruction across neighborhoods. Residents woke up to fallen trees, smashed homes, and power outages, with cell service disappearing by midday. Henderson County unfortunately reported fatalities and damage to over 600 structures, including homes and significant damage to Atkinson Elementary School. The flooding isolated parts of Hendersonville, requiring emergency responders to use boats for evacuations and patient transport.

Amid the chaos, locals banded together to help one another, with volunteers clearing debris, providing food, and checking on neighbors. **Despite the widespread destruction, the sense of community resilience grew stronger as people helped each other through the crisis, even as Henderson County's cities and towns remained isolated and without basic services for weeks.** The storm, described as a one-in-1,000-year event, left a lasting mark on the County's landscape, but the spirit of the community remains strong and filled with resolve.

The team we have assembled for the County was purpose-built with a single goal: To rebuild Henderson County and its communities to Mountain Strong.

Henderson County has endured unimaginable loss over the past four weeks. As media outlets continue to report on the extent of the damage and the tragic toll on lives, the scale of the recovery effort may feel overwhelming and daunting. Indeed, this challenge will require a tremendous amount of resilience, coordination, and dedication. It will be complex, exhaustive, and emotionally taxing.

Our team will stand beside you in solidarity as you recover, using compassion, compliance, and integrity as the basis of our work.

But you are not alone in this journey.

Our organizational approach ensures that your recovery will proceed in a systematic, orderly, and sustainable way to best serve Henderson County. It establishes a clear chain of command leading directly to iParametrics' designated Senior Project Manager, **Shanti Smith-Copeland**, and Project Executive, **Jeff Stevens**. We will start by developing a detailed Program Management Plan (PMP) and Program Management Information System (PMIS), to make sure we start with compliance in mind. Our systems will enable real-time tracking of progress, efficient data management, and seamless communication with FEMA and other stakeholders. **Not everything can be done at once so this approach was built to provide you with a team and an organization that is focused on immediate priorities and goals, while taking into consideration long-term recovery and resilience.**

As a core principle, we aim not only to provide essential resources and tools but also to empower your teams with the knowledge and skills to thrive in even the most challenging circumstances. Our commitment to Henderson County includes:

- **Seamless Integration:** We will rapidly align with the County's organizational structure to ensure an efficient and coordinated recovery process.
- **Compliance Excellence:** Strict adherence to all state and federal regulations guarantees full compliance, mitigating risks and maximizing available funding.
- **Strategic Fund Management:** Our approach is tailored to meet the unique requirements of each funding source, ensuring the best use of resources.
- **Comprehensive Support:** Whether virtual or in-person, our team will be fully available to assist the County in all aspects of the recovery process.

In addition to organizational support, Henderson County's residents will benefit directly from programs such as FEMA's Individual Assistance (IA) and Department of Labor Unemployment Assistance, when applicable. We will bolster your efforts with staff augmentation, expert consulting, and innovative solutions to optimize funding under FEMA's PA programs. At the same time, we will actively pursue additional mitigation funds to address evolving climate challenges, ensuring compliance and proactively managing any risks, including the potential for deobligation.

We will also tap into all available federal funding sources, including HUD's CDBG-DR/MIT, the U.S. Department of Agriculture (USDA) Disaster Assistance, ARPA, and more. By seeking creative and compliant ways to combine these funding streams, we aim to maximize the recovery funds available to Henderson County, ensuring a resilient and sustainable recovery for the entire community.

Management/Leadership Approach

The iParametrics management and leadership approach is built on decades of experience in delivering successful program and project management solutions. Our approach integrates proven methodologies that have been refined through our extensive involvement in large-scale government programs and across a wide array of professional disciplines over the past 20 years.

To further strengthen the County's recovery, we will establish a Leadership Advisory Council, a strategic body composed of both national and local subject matter experts.

This council will guide the County's recovery efforts by offering deep expertise in disaster recovery, urban planning, climate resilience, and economic revitalization. By drawing on the experience of individuals who have led FEMA, HUD, and other federal programs, and combining that with local leaders who have intimate knowledge of Henderson County and western North Carolina's needs, the council will ensure that recovery is not only efficient and compliant but also responsive to the community's long-term vision. Regular meetings will facilitate collaboration and transparency, ensuring that recovery strategies remain dynamic, adaptive, and innovative.

Our team's extensive involvement in projects nationwide demonstrates our ability to operate at scale while delivering performance-driven results. In Henderson County, we will assist the County in maximizing deliverable and service availability through rapid response and cutting-edge technology, realizing cost savings through operational efficiencies and seasoned staff, and minimizing risk factors in areas like safety and security. Our goal is to seamlessly integrate our processes with the County's operations, enhancing efficiency and enabling the County to recover stronger, faster, and more sustainably.

TOOLS/SOFTWARE

iParametrics has a wide range of tools we use to make sure our clients reach their end goal. This includes the use of Microsoft Teams to create a digital workspace that allows us to communicate and connect with the County. Further, our information management systems, services, and processes are second to none. We have procured and maintained these systems which will be used extensively to support Henderson County and our field personnel to achieve the objectives efficiently and effectively. Our teaming partner, Arcadis, has additional software and tools to help with recovery and document processes.

All information processing systems ensure a high level of accountability and audit-friendly structures to serve our public clients whose taxpayers and stakeholders demand such transparency. They will also serve to minimize errors and ensure maximum cost recovery is achieved.

QUALITY MEETS BOOTS ON THE GROUND

We are committed to fostering a culture of continuous improvement through a rigorous quality program that emphasizes regular analysis and reporting of performance data. This approach allows us to consistently refine processes, procedures, and client services to better meet evolving needs. At iParametrics, we implement a customized and formal Quality Assurance Plan, meticulously designed to identify and prevent deficiencies, document quality activities, and take corrective actions to ensure optimal contract productivity and worker performance. Our Quality Audits, conducted by a firm Principal, include thorough visual and technical assessments of all service elements based on the surveillance criteria developed for this engagement. This ensures that our service delivery meets the highest standards of accuracy and efficiency.

"Boots on the Ground"

We adhere to one central philosophy in task performance, **"plan the work and work the plan"**. To that end, our work begins immediately; **our team will arrive in Henderson County within 24 hours of notice to proceed** and get to work in your EOC and County offices. We will coordinate project logistics, gather information for contract administration, and continued learning more about your community and the impacts of Hurricane Helene.

KICKOFF MEETING

The Kickoff Meeting will allow us to fully understand your current situation, including challenges and needs, and align our mutual expectations under this engagement. The objective of this meeting is to establish a clear understanding of Henderson County's disaster impacts and current recovery status, and align on overall goals and objectives of the recovery program.

Our **"Boots on the Ground"** Action Plan includes:

- Schedule a kickoff meeting with key County officials and stakeholders.

- Review the scope of damages, response actions, and identify the key personnel responsible for coordination.
- Introduce the iParametrics team and outline our role in supporting recovery, compliance, and funding efforts.
- Define communication protocols, roles, and responsibilities.

The following approach outlines our methodology to accomplish the scope of this RFQ. For each, we have highlighted what we will do in the days immediately following arrival to the County, what we will focus on in the short-term, and what we will do in the long-term to complete your recovery. Throughout, you will see references to our focus on compassion, compliance, and integrity as we bring Mountain Strong back to Henderson County.

1. FEMA Public Assistance

BOOTS ON THE GROUND:

- **Damage Assessment and Preliminary Documentation Review:** Understand the extent of damage, identify the status of initial damage assessments, and ensure proper documentation is underway.
- **Compliance and Funding Strategy Review:** Ensure all activities related to FEMA PA funding are in line with federal compliance and explore opportunities for maximizing funding. Conduct a rapid compliance assessment and review costs incurred to date.
- **Immediate Next Steps for Project Worksheets (PWs):** Start developing or refining Project Worksheets (PWs) for eligible projects.

SHORT-TERM FOCUS:

Once the "Boots on the Ground" steps are started, we will turn our focus to the **recovery roadmap**. We will work with the County to develop next steps and tracking processes. Our team will **develop an action plan** for the coming days/weeks, focusing on completing high-priority PWs and gathering critical documentation.

This documentation is critical to ensuring we can minimize the cash crunch that the County will go through during this recovery effort.

We will also **identify any additional support or resources the County may need** from our team to facilitate FEMA coordination, expedite project approvals, or address potential challenges.

The team will also discuss applicable digital solutions to help manage the tracking and overall grant management, such as our team member's Portfolio Insights tool. With all of these tools in place, we will **set clear goals for funding deadlines and progress milestones** to ensure a timely and efficient recovery process.

LONG-TERM SUPPORT:

Using our extensive knowledge, experience, and technical competence in dealing with federal regulations, specifically including the Stafford Act, Post Katrina Emergency Management Reform Act, and the Sandy Recovery Improvement Act, we will guide the County through the entire FEMA PA lifecycle, from developing and submitting PWs, to supporting audits and appeals. We will continue to identify eligible projects, perform project cost accounting, prepare cost reports, reconcile invoices, and close out projects while proactively identifying and resolving issues that may arise related to the funding of work completed or to be completed.

Our team will providing oversight of contractor billing to ensure all eligible costs are captured and submitted and evaluate purchasing policies to ensure compliance for reimbursement Our experts can also provide technical assistance, as requested, including engineering and architectural support, permitting, and other types of assistance.

Our team members are trailblazers in implementing the new FEMA PA process, federal pilot programs, and shaping state and federal PA policies and guidance. We have supported FEMA Mission Planning Operations, which charted the direction of federal disaster recovery, since 2010. Understanding the complex nature of PA grants, our team will work hand-in-hand with the County to work through this process.

Compliance with FEMA Management Costs

iParametrics will ensure the following when working with Henderson County:

- We will collaborate with the County and FEMA to recoup the 5% Management Cost
- Accurately and properly track Management Cost in compliance with FEMA guidelines in our project management system
- Work with the County to ensure labor and associated tasks are properly recorded
- Begin tracking activities related to Management Cost the day of contract award to ensure reimbursement approval of grant consultant services

Unidentified and Non-Submitted Eligible Damages

We will take a two-step approach:

1. We will ensure we capture all damage, especially hidden damage, which must be "identified during the performance of eligible work" as project work (construction) is being completed. Our team will immediately contact the State in writing to augment the scope of work to ensure all damages are captured.
2. Our team will make sure that every item on the Damage Inventory (DI) is captured. This will include periodic reviews of the DI list and comparing it with the projects listed in Grants Portal. The iParametrics team will communicate both verbally and in writing with each Henderson County department to make sure that all damages are captured and that a corresponding project is written on their behalf.

Appeals and Arbitration

Our goal is to provide an efficient and productive PA process for Henderson County. iParametrics is well versed in preparing for and responding to appeals as part of this process. Once FEMA identifies an issue, our team will employ our resources, including our knowledge of regional and FEMA headquarters interpretation of the issue, and how similar issues were handled in the past to establish precedence.

Concurrently, iParametrics will work with the County to make sure that we have all of the required documentation to support your claims (i.e., pictures (before and after), storm-related damage proof, etc.) and will use statutory and regulatory guidance to shore up our position. We will ensure we respond to all appeals in a timely manner so that the State has a chance to concur and send its recommendation to the regional office for the first appeal. If we are not successful on that level, we will escalate our appeal to FEMA headquarters for our second level appeal.

The iParametrics team successfully completed a second appeal for the Town of Matthews, NC, Town of Davidson, NC, the Township of Sparta, NJ, and the Borough of Hamburg, NJ, to receive previously denied FEMA PA funding for their use of solar powered message boards for COVID-19 messaging.

Closeout

A critical and often overlooked aspect of any federal grant program is the project closeout process. The purpose of closeout is to certify that all recovery work has been completed, appeals have been resolved, and all eligible costs have been reimbursed. Closeout is the final and last step in the PA Program process and no further actions may occur other than a possible audit by FEMA or other agency.

Our Project Manager and project staff will participate and support final inspections and audits. Henderson County will be subject to federal and non-federal audits, as is customary with all federal programs. A recipient or sub-recipient that expends $750,000 or more in federal funds during its fiscal year must perform a single program-specific audit. The Quarterly Progress Report is a tool for FEMA and Henderson County to track the progress of Large Projects. FEMA requires the County to report the status of all open Large Projects every quarter. We will work to close out grants, project by project, until the County's recovery is complete. Our project closeout goal focuses not only on compliance but on promoting efficiency and effectiveness also. Our focus is to work with the County to improve its overall financial reporting processes and ensure regulatory compliance to maximize reimbursement.

2. FEMA Individual Assistance

BOOTS ON THE GROUND:

In the first weeks after a disaster, implementing FEMA Individual Assistance (IA) funding involves several critical steps to help individuals and households recover. To begin getting FEMA Individual Assistance (IA) into the hands of those who need it, we will first spend time educating Henderson County residents on the availability of funding.

We will immediately host a Town Hall for residents in several locations, and virtually, to notify the public of the available funding, including how and where to apply for assistance. We will then work with residents one-on-one using our trained case managers to register and apply for FEMA IA via the FEMA website, the FEMA app, or through the FEMA Helpline. It's crucial to start this process early so that eligible applicants can receive aid faster.

SHORT-TERM FOCUS:

Once residents are registered and have applied for immediate support, we will continue to assist them with processing applications, including verifying losses through home inspections and other documentation.

We will work with FEMA to have inspectors assess damage and validate applications. This step is crucial for determining eligibility and the amount of assistance needed for housing repairs, temporary housing, or other needs.

Then, we will support FEMA in the disbursement process and supporting applicants as they receive the available funding, including temporary housing and rental assistance, repair or replacement of homes, and assistance with other disaster-related expenses (medical, transportation, etc.). We will also coordinate with other available programs and work in the resource centers to help residents find additional funding and understand eligibility.

LONG-TERM SUPPORT:

In the long-term, we will provide ongoing support and assist with any appeals that may arise. We have had success with FEMA appeals by working as a direct liaison with the community as we undergo FEMA review and decisions.

Our case managers can stay on site to support residents as long as needed.

3. FEMA 404 and 406 Hazard Mitigation

BOOTS ON THE GROUND:

The best time to identify hazard mitigation opportunities is during site visits and/or before construction begins. It is imperative that Henderson County visit damaged sites together with the iParametrics team, the State, and FEMA, when possible. Once on-site, the damages and the mitigation opportunities that exist can be assessed in real-time. At that point, capturing photos and measurements, along with any documented damages, is paramount to demonstrate that the damage occurred as a result of the specific disaster event.

On Day One, our team will focus on laying the groundwork for a structured and proactive approach to supporting hazard mitigation under FEMA's Sections 404 and 406, including drafting Hazard Mitigation Proposals (HMPs), conducting Benefit-Cost Analysis (BCA), and preparing grant applications for FEMA's 404 and 406 programs. Clear communication, data gathering, and strategic prioritization will ensure a smooth start to the long-term recovery and mitigation process. We will focus on:

- **Data collection:** Gathering critical data to identify opportunities for hazard mitigation.
- **Opportunity assessment:** Identify and prioritize areas where hazard mitigation can reduce future risks.

SHORT-TERM FOCUS:

In the short-term, we will work on developing hazard mitigation proposals and start drafting proposals for these projects. We will begin outlining the framework for initial proposals, identifying key mitigation measures that address damaged elements and prioritizing urgent or high-impact mitigation measures for immediate action. We will then coordinate for future grant applications, including planning next steps and reviewing existing local Hazard Mitigation Plans and collecting the data needed to conduct the applications, BCAs, and cost estimates.

> ***iParametrics provided outstanding technical guidance regarding procurement, making sure we didn't duplicate benefits and providing information on other potential federal grant opportunities. Additionally, during the application process, they provided us with a BCA and data analytics to use in support of the submission of the application. - Greater Naples Fire District***

LONG-TERM SUPPORT:

The iParametrics team is comprised of experts in the area of Hazard Mitigation Planning and application development. Our team has applied for and captured over $7 billion in funding for resilience planning and infrastructure projects, including millions in similar communities hit hard by hurricanes. Once projects are defined and decided upon, and short-term goals are met, we will begin the long-term work of applying for hazard mitigation funding through a variety of funding sources. We will use the following steps to create these applications:

- **Project Description and Scope of Work:** Coordinate with Henderson County to finalize a detailed scope of work, including planning, design, and construction of the project and narrative for the need.
- **Project Location and Mapping:** Develop project location maps using Geographical Information Systems (GIS). Our in-house data analytics team can create these maps to understand the project needs.
- **BCA Development and Finalization:** Conduct a BCA using FEMA's BCA Toolkit Version 6.0.0 or the relevant benefit-cost calculation software for the proposed permanent solution and obtain a benefit-cost ratio.

- **Project Budget and Schedule:** Develop cost estimates in accordance with cost-estimating guidelines of the relevant granting agency. The schedule will reflect the appropriate time needed to complete the proposed project within the context of the grant period of performance deadline.
- **Justice 40, BABAA, and Other Federal Provisions (as required):** Ensure compliance with federal statues, including Justice40 which has a goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities that are marginalized, under-served, and overburdened by pollution; and the Build America, Buy America Act (BABAA), which requires all federal agencies to ensure that no federal financial assistance for infrastructure projects is provided unless all of the iron, steel, manufactured products, and construction materials used are produced in the United States.
- **Environmental and Historic Preservation (as required):** Conduct a desktop review of the project site as it pertains to 44 CFR Part 10 to demonstrate that the proposed project minimizes harm to the environment, cultural resources, and at-risk populations. We will also send review and concurrence requests required by 44 CFR Part 10 to any relevant federal, tribal, state and local agencies.
- **Post-Submittal Requests:** Review requests as they come to assure that funding is awarded because of application completeness, compliance, compelling narrative, and comprehensiveness.

4. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support

BOOTS ON THE GROUND:

iParametrics has a deep understanding of the HUD CDBG-DR and MIT funding process, recognizing that these funds are typically allocated after other immediate sources like FEMA. CDBG-DR/MIT is designed to fill recovery gaps and is flexible in supporting a wide range of community development objectives. However, obtaining these funds involves a lengthy process, from congressional allocation to Federal Register Notice publication, Action Plan development, and HUD approval. Our team has experience working with both grantees and subrecipients, helping to develop Action Plans, lead community engagement, and advocate for funding. We will work with the County to strategically navigate the HUD process, layering funding sources over time to build a comprehensive, long-term recovery plan while addressing immediate needs.

Because recovery is a marathon and not a sprint, we need to build a strategic plan that builds holistic recovery from funding based on priorities.

In the early days of this contract, we will work with the County to build those priorities and goals so that in the short-term and then long-term, we can build upon successes with layered funding in alignment with federal cycles and processes.

SHORT-TERM FOCUS:

Once immediate needs are being worked on, we will meet with the County to build a strategic vision of what the future of Henderson County looks like. We will bring creativity to the way we approach finding recovery funding for the County. Our goal with this plan is to build recovery in a way that benefits the County by pursuing funding in its right time. Once a strategy is developed for the various types of funding available, we will go to work applying for and leveraging that funding for your unique and desired needs.

iParametrics Senior Project Manager Shanti Smith-Copeland worked with the Bonita Springs, Florida, to layer HMGP, CDBG-DR, infrastructure grants, and FEMA Flood Mitigation Assistance funding to maximize available mitigation funding after Hurricane Irma.

LONG-TERM SUPPORT:

The team will assist Henderson County with recovering costs from other federal and state agency programs. iParametrics will work with the County and additional stakeholders in obtaining disaster-related funding from likely CDBG-DR/MIT allocation(s), HMGP, and other programs applicable to the specific damages. Also, our staff will research the availability of any federal or state programs currently in place or recently proclaimed to advise Henderson County on all applicable funding opportunities available.

While knowledge of the requirements surrounding these grants is a key element in a successful application, it is equally important to understand how these different grants can be layered and leveraged to maximize the funding received. iParametrics Senior Project Manager

Shanti Smith-Copeland, worked with the City of Bonita Springs, Florida, to layer HMGP, CDBG-DR, infrastructure grants, and FEMA Flood Mitigation Assistance funding to maximize all available mitigation funding after Hurricane Irma. This included three FEMA HMGP applications, totaling $10 million, a $5 million CDBG-DR Home Buy Out grant, and FMA grant.

By understanding the timeline of how grants are released after a disaster and grant requirements of these funding sources, Shanti was able to progressively layer the funding opportunities as the grant application windows opened to maximize the mitigation funding available across the community.

Our team has extensive knowledge in all federal grants and their unique processes or procedures in addition to FEMA PA.

5. FHWA / FTA Support

BOOTS ON THE GROUND:

Before we begin the work on FHWA/FTA support, we will need to understand the County's FTA roadways, especially I-26. This will be crucial to moving forward with applying for support and getting funding to fix damaged infrastructure.

SHORT-TERM FOCUS:

Much like the additional funding discussed previously, we will work with the County first to build a strategy for applying for this funding and then begin work to develop applications, gather information, and submit the applications to the funder. Upon approval, we will manage the funds to be sure that we are using the funding to make compliant improvements to the roadways in the County.

LONG-TERM SUPPORT:

FHWA and FTA provide funding after a disaster to support the recovery, repair, and rebuilding of critical transportation infrastructure.

FHWA Funding: The FHWA offers Emergency Relief (ER) Program funds. These are primarily used for repairing highways and roads; removing debris; and preventive measures. For I-26, which sustained substantial damage, repairs and restoration can begin in earlier phases,. and we will work with the County to do documentation and remain compliant with the grant funding.

FTA Funding: FTA's ER Program is designed to restore public transit systems; ensure mobility; and enhance resilience. The County's public transit, Apple Country Public Transit, may be eligible for FTA funding. This will be especially needed for those who rely on the system for mobility.

Both programs aim to restore critical infrastructure quickly, ensure public safety, and promote long-term resilience in transportation networks after disasters. Several roads and infrastructure in Henderson County were significantly damaged by Hurricane Helene, including I-26. In parts of the County, and especially near the Tennessee border, the interstate was washed out and/or closed from the landslides, flooding, and washouts, and NCDOT says it will take months to repair the interstate.

FHWA has released $100 million ER funding to assist with repairs of eligible roads and bridges, and we will support the County in getting its fair share for eligible roads, as well as funding for the transit systems that function as critical mobility for rural residents. As an example, our partner Arcadis has had an integral role in working with the Tennessee Department of Transportation (TDOT) to implement the FHWA ER Program for the repair or reconstruction of Federal-aid highways and roads on federal lands which have suffered serious damage as a result of natural disasters or catastrophic failures from external causes. Arcadis has been instrumental in helping to obtain more than $18-million in federal funding critical to Tennessee's safety and disaster response capacity. Their efforts have enabled TDOT to maintain compliance with state and federal requirements and remain in good standing with the awarding agency.

6. Financial / Grants Management and IT

BOOTS ON THE GROUND:

The iParametrics team offers a proactive approach to grant management that ensures the proper expenditure of funds, compliant procurement procedures, successful BCAs, full reimbursement, and clean audits.

iParametrics' Grant Management System (GMS) is built and ready for implementation for the County.

Our team can build additional information technology to support those systems so that we are beginning with compliance in mind. We will use these systems to be sure that only authorized, eligible, and reasonable costs are processed. This is followed by procedures to track and monitor reimbursement requests throughout the lifecycle of the grant to ensure timely receipt.

SHORT-TERM FOCUS:

Once these systems are in place, we will continue to document compliance throughout the life of the project, starting with program planning, policies, standard operating procedures, checklists, and record-keeping. As needed, policy documents, issue resolution plans, and other materials will be developed and revised.

LONG-TERM SUPPORT:

In the long-term, we will focus on key reporting and dashboarding to provide Henderson County with grants management information.

Reporting: Our team will support the County with external reporting to funding agencies regarding the status of work, deliverables, schedule, and expenditures. We will work with the awarding state or federal agency to develop project reports, which are often required to be submitted on a quarterly basis. Our team will develop these proactively with plenty of time for Henderson County to review before submitting to the funding agency. We will be Henderson County's advocate throughout the entire project lifecycle, coordinating regular check-in meetings with funding agencies and ensuring that all necessary information is shared with them at the appropriate time.

Internal Reporting and Dashboarding: Our team will work closely with Henderson County to develop reporting dashboards that provide analysis of ongoing grant work, schedule progress, and cash management. These internal reports will be developed in a digital environment, such as with Microsoft Power BI or Tableau (or another platform compatible with the County's information technology systems), so the information reflects real-time data with a single, centralized source of truth. These digital reports will contain application status, developments in the project, tracking of deliverables, needed revisions, open issues, and an overview of finances. Financial information will provide cash management and cash flow awareness, including funding spent to date, remaining funding, status of reimbursements, scheduled reimbursements, and more.

Public Notice Requirements:
There may be local, state, and federal requirements for public notice, many of which are dependent upon project type and funding source. We will work with Henderson County to achieve complete compliance with all public notice requirements. During the project scoping and development phase of the grants, we review public notice obligations and incorporate them into the planning process before initiating the project application.

Project Close-out: If applicable, the iParametrics team will assemble all grant information and will present this to the funding agency for closure. We will work closely with Henderson County and the funding agency throughout this process to ensure appropriate reconciliation and closeout. We will support Henderson County to provide final inspections, final request for reimbursement/disbursement, close-out package(s), audit support, and review for Davis Bacon and Related Acts, 2 CFR 200, etc., as needed by the funder.

At the request of Henderson County, our partner Arcadis can implement ***Portfolio Insights*** to help with program management and tracking. ***Portfolio Insights*** is a web-based application that provides a paperless, secure system for design and construction of capital programs. More information can be provided about this platform upon selection.

7. Resilient Community Planning Program Support

BOOTS ON THE GROUND:

From Day One, we will actively engage with Henderson County leadership and key stakeholders to thoroughly understand the unique challenges, priorities, and vulnerabilities that the County faces. We believe in planning with purpose, and practice co-design and equitable planning with communities and not planning around them. This collaborative effort will establish a solid foundation for our resilience strategy and program. Our team will promptly begin gathering baseline data and conducting assessments to identify risks, gaps, and opportunities.

Resilience and emergency management projects necessitate a comprehensive, systems-based perspective. Through our experience with diverse clients, we have refined our resilience planning approach to address not only the

After Hurricane Maria devastated Puerto Rico in 2017, our team provided recovery and resilience planning for the island. We worked on developing strategies to strengthen infrastructure, improve emergency response systems, and enhance the overall resilience of Puerto Rico against future extreme weather events.

response and recovery impacts of hazards but also to consider the interconnectedness of preparedness and mitigation actions. We recognize that resilience encompasses more than just risk reduction; it also requires attention to broader planning, capabilities, and equity-based concerns.

SHORT-TERM FOCUS:

Within six months of contract start, we will work with the County to provide community engagement that focuses on long-term planning. We will seek to understand the community's vision for rebuilding **Mountain Strong**. We believe that community input, along with ideas generated through design thinking principles, is essential for developing a product that resonates with both your staff and the public. We are committed to ensuring that each section of our work is thoughtfully crafted and implementable. Recognizing that planning is a cyclical and continuous process that spans all phases of comprehensive emergency management—before, during, and after disasters—we will provide robust support across the entire spectrum of the program.

Our team has decades of experience in resiliency planning. Our teaming partner Arcadis has completed planning for the Louisiana Watershed Initiative, Resilient New Jersey, Virginia Flood Protection Master Plan, and Climate Ready Boston.

LONG-TERM SUPPORT:

Following the initial visioning, we will develop long-term plans for rebuilding Henderson County better, stronger, and more resilient than before.

8. Long-Term Recovery Operations Implementation Support

BOOTS ON THE GROUND:

Long-term recovery by its definition is focused on the future, beyond the immediate needs. We will work with the County to build strategic plans that focus on the long-term goals for recovery and resilience.

LONG-TERM SUPPORT:

iParametrics will guide Henderson County in its development of a long-term recovery plan. Our team will follow the standard 13-step process in developing Long-Term Recovery plans as outlined by FEMA.

9. Emergency Operations Center and Joint Field Office Staff Augmentation

BOOTS ON THE GROUND:

Upon notice to proceed, our Project Executive, Jeff Stevens, and Senior Project Manager, Shanti Smith-Copeland will deploy to the County EOC to conduct a kickoff meeting. The purpose of this meeting will be to better understand the County's needs and goals and the response staffing needs so we can prepare a tailored approach.

Our goal is to be an extension of the County and an enhancement to your existing capabilities.

Once this meeting is complete, usually within 24 hours, Shanti will mobilize our Incident Management Team (IMT) cadre to fill the required positions. She will identify the best personnel we have available that fit the needs and culture within the County. We never just "put a body on a job"; we get the right team member to exceed the County's needs. **Our current IMT cadre includes over 50 individuals with decades of experience across all major hurricanes in the last 25 years, including FEMA Type 1 Incident Commanders.**

For Henderson County, we have the capability to deploy multiple IMSTs and additional support staff to meet all the needs of the County's emergency management operations. We are able to plug in to the County's Incident Command System (ICS) as command center participants to share information, support decision making, and deploy resources without being physically present in the command center.

Our mission will be YOUR mission. To support Command and Operations, we will deploy the following team:

- Our **OPERATIONS STAFF** will support in establishing a strategy and specific actions to accomplish the goals and objectives set by Incident Command.
- Our **LOGISTICS STAFF** will support in their use of personnel, supplies, and equipment.
- Our **PLANNING STAFF** will coordinate the support activities for incident planning, as well as contingency, long-range, and demobilization planning. They will process incident information and

produce a daily Situational Report (SITREP), which will be the tool the planning staff uses to coordinate information activities across the entire response system.

- The **FINANCE/ADMINISTRATION STAFF** will support administrative issues as well as tracking and processing incident expenses. While doing so, these staff members will ensure that costs are tracked and organized in a way that they will be best prepared for a FEMA PA reimbursement and eligibility discussion.

SHORT-TERM FOCUS:

Once deployed, our team will integrate advanced GIS systems to enhance your emergency operations, providing accurate, real-time spatial data to support decision-making before, during, and after disaster events. Our GIS experts will deliver comprehensive datasets and predictive analytics, enabling precise geographic analysis for resource allocation and coordination among response teams. We will ensure seamless integration with your existing systems, boosting operational efficiency and delivering actionable intelligence tailored to your needs. Our commitment to excellence and collaboration will empower Henderson County to respond swiftly and effectively, safeguarding your community's well-being.

LONG-TERM SUPPORT:

EOC support will continue as long as the County requires. When complete, our team will create After-Action Reviews and Improvement plans to assist the County with understanding additional improvements to their response and resilience planning.

SECTION 5

COST PROPOSAL

iParametrics

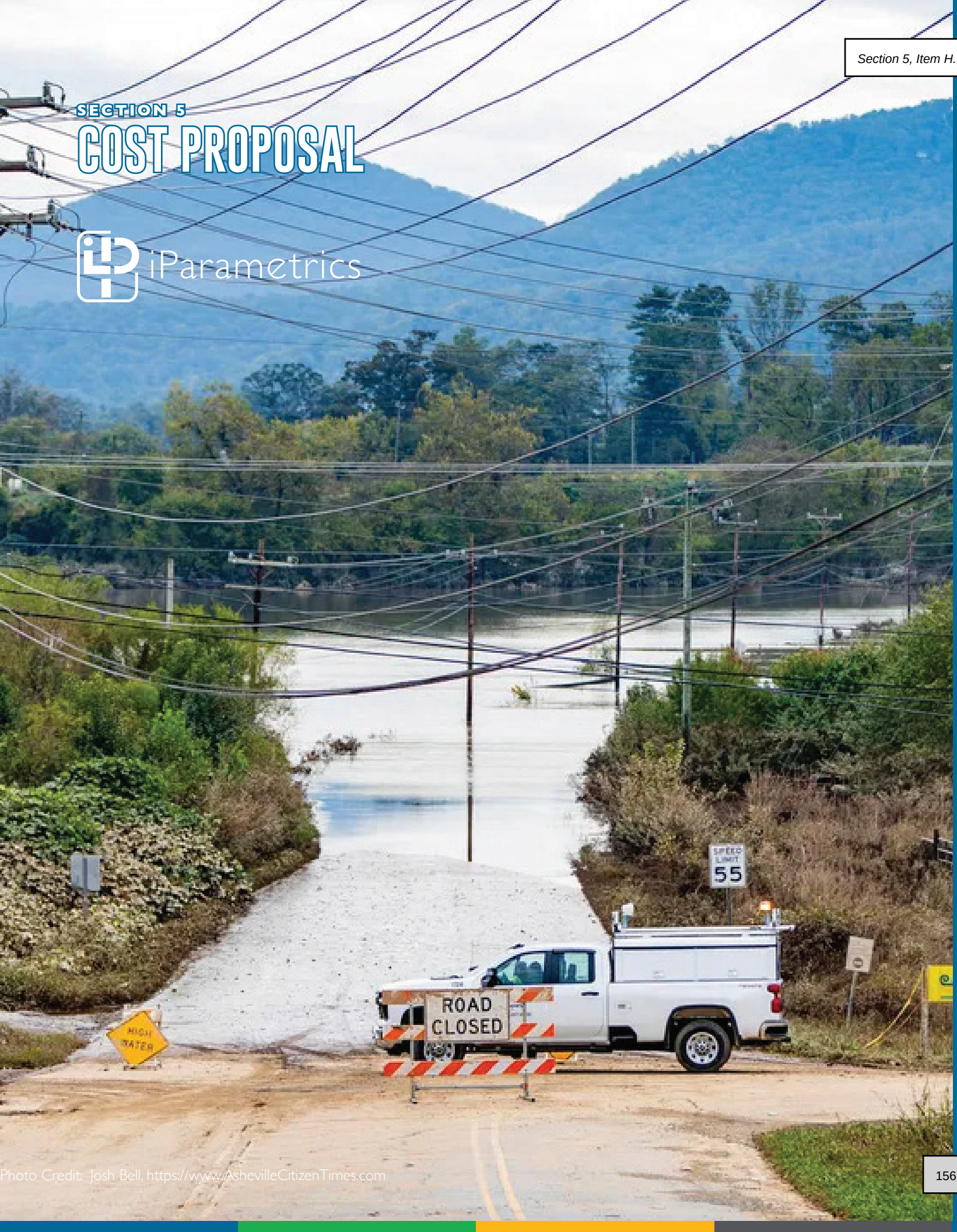


Photo Credit: Josh Bell, https://www.AshevilleCitizenTimes.com

Section 14: Appendices

APPENDIX A
COST PROPOSAL

Indicate here the hourly rates charged, inclusive of all overhead and profit, for the positions indicated. All non- labor other direct costs, including travel and lodging, will be billed to the Activating Entity at cost without mark-up.

Position	Hourly Rate
Project Executive	$210
Subject Matter Expert	$230
Senior Project Manager	$200
Project Manager	$180
Response/Recovery Consultant IV	$180
Response/Recovery Consultant III	$160
Response/Recovery Consultant II	$140
Response/Recovery Consultant I	$120
Administrator	$89
Senior Subject Matter Exper	$250

Proposer may include other positions that may be required to support the Activating Entity. Provide hourly rates and attach a job description and required years of experience for each additional position proposed.

Printed Name of Firm Representative: Jeffrey Stevens, CEM, MEP

Signature of Firm Representative:

Title: General Manager, Executive Vice President

Name of Firm Submitting Proposal: iParametrics, LLC

Firm Address: 6515 Shiloh Road, Suite 200, Alpharetta, Georgia 30005

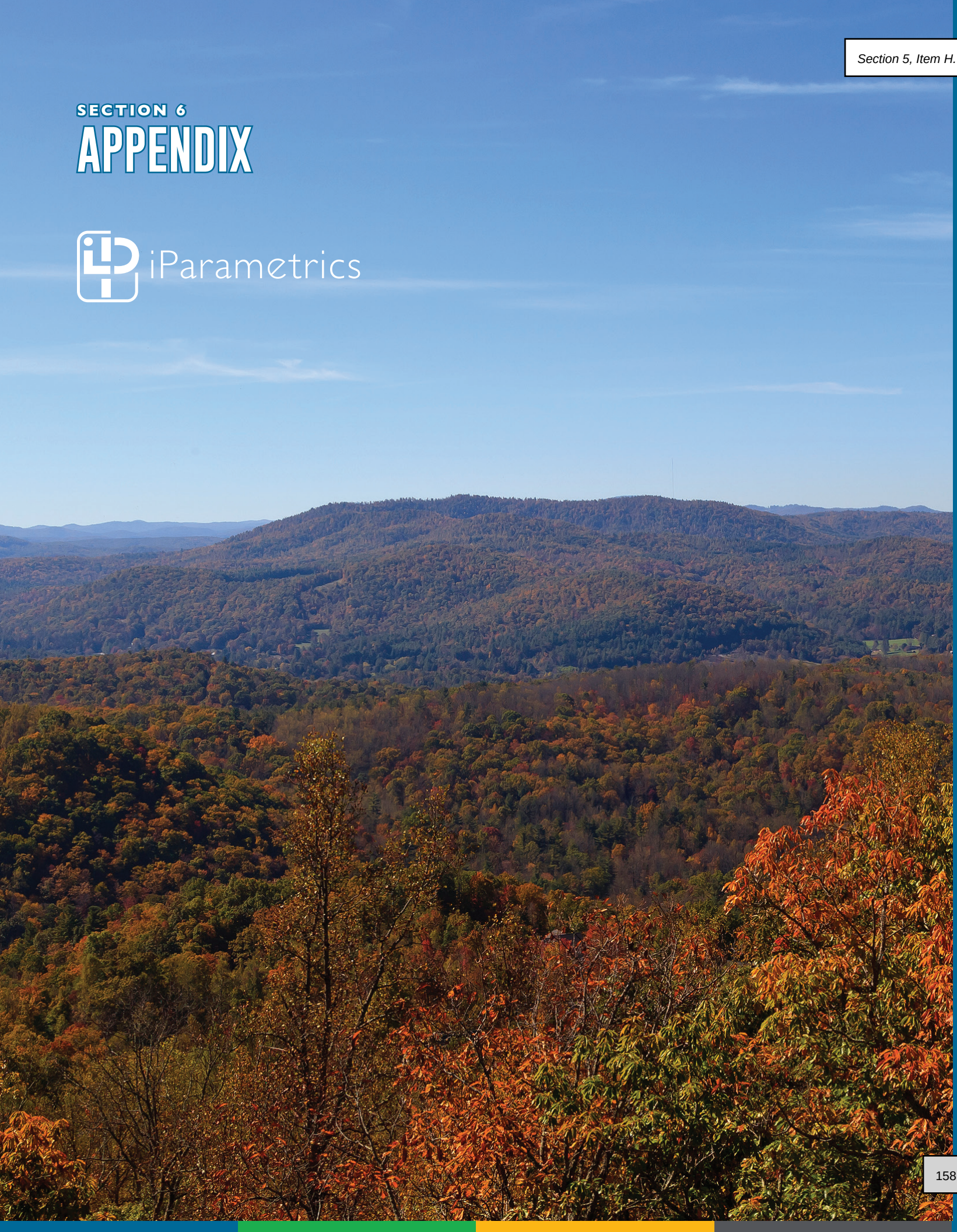
Telephone Number: 770-664-6636

Email Address: jeff.stevens@iparametrics.com

SECTION 6

APPENDIX

iParametrics



APPENDIX B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids/proposals exceeding $25,000.)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), iParametrics, LLC, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE October 21, 2024

SIGNATURE _____

COMPANY iParametrics, LLC

NAME Jeffrey Stevens, CEM, MEP

TITLE General Manager, Executive Vice President

State of Georgia

County of Fulton

Subscribed and sworn to before me this 21st day of October, 2024

Notary Public _____

My Appointment Expires 6/4/27

[SEAL]

MICHELLE ERSTE NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JUNE 04 2027

APPENDIX C

CERTIFICATION REGARDING LOBBYING

(To be submitted with all offers exceeding $100,000; must be executed prior to Award)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 1352, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date October 21, 2024

Jeffrey Stevens, CEM, MEP, General Manager and Executive Vice President

Printed Name and Title of Contractor's Authorized Official

State of Georgia

County of Fulton

Subscribed and sworn to before me this 21st day of October, 2024.

Notary Public

My Appointment Expires 6/4/27

MICHELLE ERSTE NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JUNE 04 2027

APPENDIX D
BABAA CERTIFICATION OF COMPLIANCE

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58 §§ 70901-52.

The undersigned certifies, to the best of their knowledge and belief, that:

All the iron, steel, manufactured products, and construction materials used in the contract are in full compliance with BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United states.

"The Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of Contractor's Authorized

Official Date October 21, 2024

Jeffrey Stevens, CEM, MEP

Printed Name and Title of Contractor's Authorized Official

State of Georgia

County of Fulton

Subscribed and sworn to before me this 21st day of October, 2024.

Notary Public

My Appointment Expires 6/4/27

[SEAL]

MICHELLE ERSTE NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JUNE 04 2027

Henderson County Finance

113 N. Main St

Hendersonville, North Carolina 28792

Memorandum To:	Potential Respondents
From:	Doug Guffey Purchasing Agent
Subject:	Addendum 1: RFP for Comprehensive Disaster Recovery Management Services
Date:	October 14, 2024

This addendum forms a part of and modifies the bidding requirements, contract forms, contract conditions, and/or the specifications for the Request for Proposals: Comprehensive Disaster Recovery Management Services. Bidder shall acknowledge receipt of the Addendum by signature and date below. The signed addendum shall be submitted as a part of your proposal. Failure to do so may subject the Bidder to **disqualification**.

The addition of the following language within Section 4: Scope of Preferred Services:

G. Emergency Operations Center and Joint Field Office Staff Augmentation

1. Provide staff augmentation to the Emergency Operations Center (EOC) and/or the Joint Field Office (JFO) in support of disaster response and recovery operations.
2. Assist Buncombe County in determining staff need and composition for the EOC and/or JFO.
3. Supply staff with the knowledge and expertise to serve in the positions of chief, deputy chief, or specialists for the following sections:
    a. Command
    b. EOC/ JFO Chief of Staff
    c. Safety Officer
    d. Public Information Officer
    e. Liaison Officer
    f. Operation Section
    g. Planning/Intelligence Section
    h. Logistics Section
    i. Finance and Administration Section

4. Provide additional expertise and staffing as needed to support additional disaster response and recovery efforts.

Modification of Section 13: Federal Terms and Conditions as follows:

13.4 Equal Employment Opportunity (Modification)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13.12 Byrd Anti-Lobbying Amendment (Modification)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

13.13 PROCUREMENT OF RECOVERED MATERIALS (Modification

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing

recovered materials that are EPA designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

13.14 ACCESS TO RECORDS (Modification)

1) The contractor agrees to provide the State of North Carolina, County of Henderson, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

13.24 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Addition)

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Signature: _____

Date: 10-21-2024

Henderson County Finance

113 N. Main St

Hendersonville, North Carolina 28792

Memorandum To:	Potential Respondents
From:	Doug Guffey Purchasing Agent
Subject:	Addendum 2: RFP for Comprehensive Disaster Recovery Management Services
Date:	October 21, 2024

This addendum forms a part of and modifies the bidding requirements, contract forms, contract conditions, and/or the specifications for the Request for Proposals: Comprehensive Disaster Recovery Management Services. Respondents shall acknowledge receipt of the Addendum by signature and date below. The signed addendum shall be submitted as a part of your proposal. Failure to do so may subject the Bidder to **disqualification**.

The following clarifications, modifications, and/or additions are to be made to the scope of work:

Q1: Will the county accept electronic submissions for the proposal?
A1: No, proposals will be required to be sealed.

Q2: In Section 6.1 Proposal Format, the RFP limits the proposal to 40 pages. Will Henderson Co. exclude the cover letter, table of contents, resumes, required forms (Appendices A – D), and the insurance certificate and riders from the 40-page limit?"
A2: Yes. The Cover Letter, Table of Contents, Resumes, Appendices, Certificate of Insurance and proposed contract will be omitted from the 40-page limit.

Q3: Section 6.1 Proposal Format calls for no less than 12-point font. Will Henderson Co. allow for slightly smaller graphics and table fonts, as many already exist in readable fonts smaller than 12-point.
A3: Yes, font cannot be less than 10 points.

Q4: Within Addendum 1 of the RFP for Comprehensive Disaster Recovery Management Services, section 4.G.2 refers to assisting Buncombe County. Can you clarify if the scope of this RFP and addendum includes work to be performed in both Henderson County and Buncombe County?
A4: The scope will be limited to Henderson County and other activating entities within Henderson County as described in the RFP.

Q5: Can you please describe the general work environment, related to disaster austerity conditions? Will the awarded contractor be expected to work onsite, remote, or a combination of both?
A5: A small portion of the County is practically inaccessible. The majority of the County is operating under normal business conditions. The contractor will be expected to work onsite and remote as needed to perform the services required.

Q6: Can signatures be electronic?
A6: Electronic signatures are allowed.

Q7: Under Qualifications of Personnel, key personnel are listed. All of these key personnel are shown on the Appendix A. Cost Proposal except for the Project Accountant. Do you want us to show the hourly rate for the Project Accountant?
A7: Yes. The cost for any other personnel may be provided within Appendix A.

Q8: Does Insurance Certificate need to be included in the Proposal or at time of Contracting?
A8: It may be provided within the proposal but will have to be provided before the time of contracting.

Q9: Under section 6.3, there is a statement that "The qualifications of the prime contracting firm must include, at minimum, the following:" We want to confirm that these qualifications can be supported as the whole prime team, including subs.
A9: Yes

Q10: What systems does the County currently use for financial systems? Are you currently able to track employee straight time and overtime accurately?
A10: The County utilizes Munis (Tyler Technologies) as their ERP System and UKG (Kronos) as their time keeping system. Yes, the County is able to track employee straight time and overtime accurately.

Q11: Are you currently able to track usage of Force Account equipment and materials being used for response and recovery operations?
A11: Yes, to a reasonable extent under the conditions of the emergency.

Q12: Can the staff provided in response to the RFP be modified after the contract award?
A12: Yes.

Q13: How many copies of the proposal are required?
A13: 5 copies of the proposal will be required.

Q14: Pursuant to the non-appropriation clause on RFP page 12, please confirm that the County will not issue any work orders to Contractor without adequate funding and confirmation of the same. The county shall issue work orders up to and not exceeding the funding secured. Please confirm, that Contractor will be paid for all work ordered by County and performed prior to the County's notice of termination due to the lack of funding.
A14: Yes

Q15: Will County issue a single award or multiple awards?
A15: The County will issue a single award. However, activating entities can award at their discretion.

Q16: May the awarded firm refuse to accept NTP on tasks from Activating Entities outside of the core area services outlined in this RFP?
A16: No.

Q17: Services listed for FEMA PA Advisory include regulatory, first and second appeals to FEMA, advising on FEMA's policies and regulations, etc. Please confirm County's and Activating Entities understanding that professional services procured are strictly technical in nature and will not include, or be construed to include, legal advice.
A17: Yes.

Q18: RFP pg. 9 states that Respondents shall be required to sign a contract for services as approved by the Activating Entity." Please confirm that such contract's terms shall be negotiable.
A18: Yes.

Q19: Can the County of Henderson provide the period of performance
A19: The period of performance will be until completion of the FEMA appeals process.

Q20: Should we include a copy on a USB
A20: Yes

Signature: _____

Date: 10-21-2024



JEFF STEVENS, CEM, MEP

PROJECT EXECUTIVE

Jeff Stevens is the Executive Vice President of iParametrics, where he collaborates with local governments and organizations to strengthen community resilience and support recovery efforts. Jeff is a hands-on leader with a reputation for advocating for the communities he serves. His strategic focus lies in helping municipalities leverage every available resource to enhance disaster preparedness and facilitate efficient recovery, ensuring they build back stronger after emergencies.

With more than 15 years of experience, Jeff's diverse background includes higher education at New York University and healthcare leadership, where he played a key role on Rhode Island's H1N1 pandemic response team. A Certified Emergency Manager and FEMA Master Exercise Practitioner, Jeff also holds multiple Incident Management Team certifications and serves as a volunteer firefighter. His extensive expertise in emergency management makes him a valuable asset to North Carolina's local government sector, particularly in planning, preparedness, and disaster recovery.

EDUCATION

- MA, International Relations, Salve Regina University
- BA, Administration of Justice, Salve Regina University

CERTIFICATIONS

- Certified Emergency Manager
- Master Exercise Practitioner
- FEMA Type III All-Hazard IMT
- Type III Logistics Section Chief
- Type III Operations Section Chief
- Type III Planning Section Chief

EXPERIENCE

- **Hurricane Michael Recovery, Town of Sneads, Florida.** Project Manager. Responsible for leading reviews of the Town's critical infrastructure, coordinating FEMA Public Assistance Grant responsibilities, and identifying CDBG-DR and HMGP funding.
- **Finney County, Kansas, Disaster Recovery Response.** Lead a team of disaster response specialists to apply for $1.8 million in new state grants and launching four grant programs for the County.
- **COVID-19 Pandemic Response, City of Lowell, Massachusetts.** Leads a team of disaster response specialists to assist the City with COVID-19 recovery, including applying for CARES Act funding reimbursements and planning for vaccine distribution.
- **Bristol, Rhode Island - CDBG-DR and EDA Grant Management | (Project Manager)** Administered two grants to support reducing significant flooding issues along the Tanyard Brook Watershed. Oversaw the administration of a multi-million-dollar CDBG-DR Grant that was matched with an EDA grant in response to historic flooding throughout Rhode Island. Ensured that all grant items were closed out successfully.
- **Crisis Management Plan and COVID-19 Pandemic Response, Mecklenburg County, North Carolina.** Leading a team assisting Mecklenburg County with documenting and applying for FEMA reimbursements related to the COVID-19 pandemic. Previously, Jeff and his team created a Crisis Management Plan for the County and provided training to almost 6,000 employees, both online and in person.
- **DR-4214 Massachusetts Winter Storms.** Program Manager. Supported 600+ applicants, 1200+ project worksheets and $100M in funds.
- **Providence, Rhode Island, Disaster Recovery**. Supporting the City of Providence in applying for recovery funding after COVID-19, including FEMA, CARES Act, and ARPA.



SHANTI SMITH-COPELAND, ED.D, CEM, FPEM

SENIOR PROJECT MANAGER

With over two decades of experience in crisis and emergency management, Dr. Smith-Copeland has be-come a recognized leader in the field, particularly in navigating the complex intersection of disaster response and political dynamics. Dr. Smith-Copeland has been at the forefront of some of the most challenging disas-ter response operations, primarily in Florida. Her leadership has been crucial in navigating such situations' operational and political complexities.

She has played pivotal roles in some of the most challenging disaster scenarios. This experience was gained by providing operational support and subject matter expertise to EOCs and field operations for Disaster Preparedness, Response and Recovery, Pandemic Response, Debris Management, Mass Care Coordination, and IMT support across 34 Federally Declared Disasters, including every declared natural disaster in Florida since 2005 including Deepwater Horizon and the 2010 Haitian repatriation and across FEMA Regions 1,2, 4, 6, and 7.

EDUCATION

- EdD, Leadership and Organization Innovation, Marymount University
- Graduate Certificate, Emergency Management; Florida State University
- MS, Sports Administration; Florida State University
- BS, Marine Science; Jacksonville University

CERTIFICATIONS

- Cohort 7, FEMA National Emergency Management Executive Academy
- MPM, Masters Program Managers Certificate, AAPM
- CIPM, International Program Managers Certificate, AAPM
- Certified Emergency Manager (CEM), International Association of Emergency Managers
- Florida Professional Emergency Manager (FPEM)
- GS 449, Incident Command Train-the Trainer Certificate
- Homeland Security Exercise and Evaluation Program Certified
- Continuity of Operations, Train the Trainer, FEMA

EXPERIENCE

Hurricane Helene Recovery

- Manged the deployment of mulitple IMTs and indiviual members across three states for Hurricane Helene supporting local EOCs during landfall, Logisitics post landfall and Individual Assistance support for Housing missions.

Hurricane Idalia Recovery

- ***AdventHealth North Pinellas*** **-** Assisted with stakeholder coordination, and project proposal development for $88.5M in HMGP funds to install a multi-stage generator capable of powering the entire hospital. We provided technical guidance and subject matter expertise, assisted with FDEM communications, and client support during the application and pre-award process. The application was submitted to the Pinellas County Local Mitigation Strategy (LMS) and approved as the County's top priority following Hurricane Idelia and sent to the State for funding.

Hurricane Ian Recovery

- ***Johns Hopkins All Children's Hospital and Outpatient facilities*** across Pinellas, Pasco, Polk, Hillsborough, and Lee Counties for $800,000 Public Assistance and $18M in HMGP applications
- ***Greater Naples Fire Rescue District Firehouse*** - Hardening and residential Home Elevation; $4.5M in HMPG Grant Applications
- ***Lee County School District*** - $25M in HMGP applications and $50.5M in CDBG-DR Infrastructure applications

Hurricane Michael Recovery

- ***State of Florida SEOC Support*** – Hurricane Michael ESF 6 Mass Care Support, providing SME support to the EDF 6 ECO for two weeks following Hurricane Michael. Supported assessment of feeding and access needs for communities impacted by the hurricane and developing new and innovative in coordination with Feeding Florida to support the rural communities in need.

SHANTI SMITH-COPELAND, ED.D, CEM, FPEM
SENIOR PROJECT MANAGER

EXPERIENCE CONT.

COVID-19 Pandemic

- *Florida State Emergency Response Team Support* – COVID-19 Response. Supported Mass Care Coordination for the first 90 days of activation for the COVID-19 response. Developed multiple models depicting the anticipated need for increased food across the state due to shut down

COVID-19 Continued

induced unemployment. Developed Guidance for Post Disaster Non-Congregate Shelter in the COVID Environment. Guidance for Managing of an Impact Shelter in the COVID environment, and more.

Hurricane Irma Recovery

- *Rebuild Florida Voluntary Home Buy Out* - Project Manager. Supported the City of Bonita Springs through the CDBG-DR Grant Applications and recipient qualifications. Qualified 42 homeowners, and the City received the full $5M grant award and over $15M in HMGP funds.
- *Clay County, FL.* - Project Manager. Oversaw the Grant Application process for the Florida CDBG-DR Voluntary Home Buy Out program and for recipient qualifications for Clay County. $5M in CDBG-DR Home Buy Out.

Other Disaster Related Work

- *Volusia County, FL, Emergency Management – Logistics and Resource Management Plan.* - Project Manager. The iParametrics team created a current Resource Management and Logistics Plan. The plan provides a framework and operational plan for managing the resources necessary to effectively respond to several high-risk scenarios identified in their hazard mitigation plan.



FALON ALO, MSW
SUBJECT MATTER EXPERT

Falon Alo is the Director of Humanitarian Services for iParametrics, with over 13 years of experience in disaster response and recovery operations. She has worked on domestic and international disaster deployments, responding to floods and hurricanes in various states in the US, as well as supporting communities in Bangladesh and Poland.

An expert in Mass Care (ESF 6) operations and Long-term Community Recovery and Mitigation (ESF 14), Falon has recently expanded her expertise to include program management and is pursuing her PMP certification. Her hands-on experience in large-scale disaster recovery and commitment to community resilience make her a valuable asset for local government efforts in North Carolina, particularly in enhancing disaster preparedness and long-term recovery planning.

EDUCATION

- MSW – International and Community Development, Monmouth University
- BS – Social Work, Monmouth University

AFFILIATIONS

- Council on Social Work Education (CSWE)
- National Association fo Social Workers (NASW)
- Florida Emergency Preparedness Association (FEPA)

EXPERIENCE

- **iParametrics – Director, Humanitarian Services |** Responsible for leading and coordinating global crisis and emergency response programs, encompassing strategic planning, program development, resource mobilization, capacity building, collaboration, monitoring, evaluation, compliance, and reporting. Ensures effective leadership, innovation, and excellence in humanitarian aid and case management programs designed and implemented by iParametrics and its partners or clients.
- **CORE - Community Organized Relief Effort (Director of Domestic Humanitarian Response) |**
  - DR-4711 Established and managed a POD I in Eastern Kentucky for 14 days serving 3,000 households daily.
  - DR-4673 Established and managed a POD II in Fort Myers, FL for 14 days serving 1,000 households daily.
  - DR-4683 Disaster Recovery Center participation.
- **Hearts & Hands Disaster Recovery (Executive Director) |** Served as a Disaster Case Management Program provider for flood recovery, supporting approximately 5,000 survivor households across 23 counties in South Carolina. Responsible for recruiting, training, and managing 70 full-time disaster case management staff across three locations.
  - Participated in action planning with the State for the CDBG-DR program, enabling effective participation and implementation of disaster recovery initiatives.
  - Conducted intake and eligibility for the Lexington County CDBG-DR program to provide housing buyouts to qualifying survivors.
- **American Red Cross, NHQ (Community Recovery Specialist) |** Served as the ARC liaison to the Monmouth County Long-Term Recovery Group.
  - Served as an ARC Grant Review Team member, contributing to strategic decision-making processes to distribute donor funds for LTR.
  - Contributed expertise in hazard mitigation and resiliency planning, floodplain management, and sustainable land use policies.
- **CSWE, Council on Social Work Education (Policy Advisor) |** Served on the task force creation of the *2022 EPAS Disaster Relief Curricular Guide*. This curricular guide is a partnership between the Administration for Children and Families, Office of Human Services Emergency Preparedness and Response and the Council on Social Work Education.



Mark Van Auken, PE, ENV SP

Senior Subject Matter Expert

Mr. Van Auken has 34 years of experience in stormwater management, spanning analysis, design, and construction phases across a variety of municipal stormwater projects. His expertise includes flow monitoring, sampling, modeling, permitting, design, green infrastructure, and program management. He has led FEMA grant development and secured funding from various federal and state sources, including spearheading funding support services in North Carolina, where he maintains strong relationships with the state's Emergency Management division staff. As an Envision Sustainability Professional and Certified Professional in Municipal Stormwater Management, he oversees sustainability options for projects and frequently speaks at national conferences, having delivered over 70 presentations. He also chairs WEF's Stormwater Innovation & Technology focus group and serves on Water Online's Water Intelligence Panel.

Education/Qualifications

- BS Civil Engineering Michigan State University 1989

Years of Experience

Total – 34
With Arcadis – 10

Professional Registration/ Certifications

- Professional Engineer – NC, MI, OH, VA (pending)
- Certified Professional in Municipal Stormwater Management
- Envision Sustainability Professional Credential

Relevant Experience

Stormwater Systems Damage Assessment Program
RAND Corporation, PR

Technical Leader responsible for managing an international team with development of an island-wide damage assessment investigation and infrastructure reinvestment report following the devastation of Hurricane Maria.

Federal Grant Program Funding Assistance
City of Fayetteville, Fayetteville, NC

Program Manager from 2019 - current for annual services contract that identifies federal funding sources and develops preliminary and detailed applications for federal funding through FEMA's BRIC and FMA programs, USDOT's RAISE and PROTECT programs, and HUD's CDBG-MIT program; and state funding through the American Rescue Plan Act (ARPA) LASII and Golden LEAF's Flood Mitigation programs.

Hazard Mitigation Grant Program Funding Assistance
City of Fayetteville, Fayetteville, NC

Project Manager for the development of Letters of Interest, full applications and associated documents required to apply for project funding through the Hurricane Florence HMGP (DR 4393) administered by the North Carolina Department of Public Service. Three projects, one for Neville Street drainage improvements, one for an early warning system, and one for emergency generators were pursued in the Infrastructure Flood Mitigation and Hazard Mitigation Planning categories respectively.

Major Drainage CIP Program Management Services
City of Fayetteville, Fayetteville, NC

Program Manager for the City's Major Drainage CIP Program including management of planning, design and construction of nine major drainage improvement projects to alleviate flooding in residential/semi-urban areas throughout the city.

Stormwater Funding Advisory Services
City of Raleigh, Raleigh, NC

Project Manager for aligning current CIP budget of $10.5M and project backlog of $750M with a variety of funding sources including the City's existing stormwater utility; federal funding programs such as FEMA, HUD, EPA, USACE, and USDOT; State funding including Clean Water State Revolving Fund; and local/national foundations and congressional earmarks. Specific funding goals include improving voluntary buyout program, obtaining funding to support more green infrastructure for resiliency, and integrating equity into funding.

Blounts Creek Watershed Master Plan
City of Fayetteville, Fayetteville, NC

Technical Advisor/Planning Lead for a detailed hydrologic and hydraulic analysis, stream inspection, problem area identification, flood risk reduction assessment, and development of holistic solutions that provide resiliency, mitigate flooding and improve liveability.



Sarah Moore, CEM

Senior Subject Matter Expert

Ms. Moore is the Principal Emergency Management Consultant for Arcadis and is a Certified Emergency Manager. She is a subject matter expert for the Arcadis North America's Resilience Sector and is responsible for emergency management and preparedness projects. With more than 20 years in the field, Ms. Moore has extensive experience in planning, operations, response, and recovery working at the federal, state, regional, and local levels across the United States. She supported response efforts to numerous natural disasters including Hurricanes Katrina and Sandy. Her experience also includes security, emergency power, communications, catastrophic planning, and exercises for all levels of government and exercise complexities.

Education/Qualifications

- MS, Emergency Management, University of New Haven, Connecticut, est. completion 2023
- BS, Emergency Administration and Planning, University of North Texas, 2006

Years of Experience

Total – 20
With Arcadis – 6

Professional Registration/ Certifications

- Certified Emergency Manager, International Association of Emergency Managers

Relevant Experience

Risk & Resilience Assessments, Emergency Response & Contingency Plans
Various Water and Wastewater Utilities, US

National Team Leader. Ensured quality plans, meeting facilitation, project management, and consulting services for over 150 small, medium, and large water systems. Conducted Risk and Resilience Assessments following J100-10 standards. Evaluated emergency plan content to state and federal regulations, made recommendations for plan updates, improvements in gaps, restructuring, building capabilities and standard operating procedures. America's Water Infrastructure Act of 2018 (AWIA) projects include: Los Angeles Department of Power & Water, California; Atlanta Department of Watershed, Georgia; Puerto Rico Aqueduct and Sewer Authority; San Antonio Water System, Texas; Tarrant Regional Water District, Fort Worth, Texas; Birmingham Water Works Board, Alabama; East Valley Water District, California; Chesterfield Department of Public Utilities, Virginia; and Virginia Beach Department of Public Utilities, Virginia.

East Side Coastal Resiliency (ESCR) Emergency Response Plan
NYC Department of Design and Construction (DDC), New York City, NY

Led a large team in developing the Emergency Response Plan (ERP) for the ESCR Flood Protection System (FPS) for NYC Department of Transportation and NYC Department of Environmental Protection. Organized and facilitated workshops with over 20 NYC agencies and private sector partners to determine emergency operations required to protect 2.4 miles of Manhattan's shoreline from flooding and storm surges during hurricanes and nor'easters. Coordinated project timelines, advised on critical response functions like flood gate and road closures, and developed crew schedules. The ERP was integrated into the FPS Operations & Maintenance Manual to meet FEMA requirements for project approval and ongoing compliance.

Upper & Lower Occoquan Dam Emergency Action Plan & Exercise
Fairfax Water, Fairfax, VA

Provided technical expertise and led the team to rewrite and update the Dam Emergency Action Plan to comply with Virginia Department of Conservation and Recreation (DCR) state regulations for high-risk dams. Helped utility transition to a new hybrid plan that still utilizes information from the old FERC requirements. Conducted workshops to update the plan, annexes, and maps. Designed a table-top exercise and briefing for staff and contracted responders.

Manhattan Pump Station Resiliency Plan
New York City DEP, New York City, NY

Worked on a team to develop a Resiliency Plan for the Manhattan Pump Station (MPS) in conjunction with the East Side Coastal Resiliency (ESCR) Flood Protection System (FPS). The assessment focused on identifying vulnerabilities during flood, hurricane, and power outage scenarios. Additionally, emergency roles, responsibilities, and operational timelines were established to ensure MPS could operate at peak flow during ESCR activation.



Danica Adams

Senior Subject Matter Expert

Ms. Adams has extensive experience translating water management needs into policy initiatives and planning objectives, and evaluating the efficacy of regional stormwater management, low impact development and green infrastructure programs. She also specializes in community engagement, regional and environmental planning, and start-to-finish program concept, design, administration and close-out for disaster mitigation and recovery.

She worked in the public sector for over a decade before moving into the private sector and brings with her a deep understanding of state and local government processes. Danica is a member of the Arcadis Urban and Coastal Resilience Planning, Policy, and Funding team.

Education/Qualifications

- MS, Sustainable Design (MSSD), University of Texas at Austin, 2013
- MS, Community and Regional Planning (MSCRP), University of Texas at Austin, 2013
- BS, Environmental and Sustainable Resources, University of Louisiana at Lafayette, 2006

Years of Experience

Total – 16
With Arcadis – 2

Relevant Experience

Louisiana Watershed Initiative
Louisiana Office of Community Development, Baton Rouge, LA

Program Manager to transition Louisiana to watershed-based planning and floodplain management. Planned and implemented high-profile state-wide and unified vision, goals, and new program framework in coordination with program partners. Led extensive stakeholder engagement, coordination, and consensus building across multiple disciplines, and with state, federal, local, private, and not-for-profit groups, including the office of the Governor. Managed multiple contracts and consultants and developed scopes of services to achieve program goals. Established working groups and technical advisory committees to help solve key problems. Supervised Local Disaster Recovery Managers in five Planning Districts.

Data Planning and Implementation
Various Locations

Conceptualized, researched and drafted the Puerto Rico GeoSpatial Framework (GeoFrame), a soup-to-nuts, comprehensive program, funded through leveraged CDBG-DR and CDBG-MIT funds, to create a complete cadastral database for the Island of Puerto Rico. Her team drafted detailed program guidelines and implementation roadmap for the GeoFrame Program to include new data collection efforts for property boundaries, property ownership and tenure, occupancy, use, addressing, permitting, and road and structure mapping. Focused on forecasting state entity cadastral data needs and utilizing best available technology to collect new datasets, the cadastral database is aimed at disaster risk reduction, including floodplain management. The GeoFrame effort centered on extensive state agency collaboration and the development of new or revised data collection protocols to maintain the GeoFrame database as a “centralized, living database.”

Puerto Rico GeoSpatial Framework Implementation
Commonwealth of Puerto Rico, San Juan, PR

Conceptualized, researched and drafted the Puerto Rico GeoSpatial Framework (GeoFrame), a soup-to-nuts, comprehensive program, funded through leveraged CDBG-DR and CDBG-MIT funds, to create a complete cadastral database for the Island of Puerto Rico. Drafted detailed program guidelines and implementation roadmap for the GeoFrame Program to include new data collection efforts for property boundaries, property ownership and tenure, occupancy, use, addressing, permitting, and road and structure mapping. Focused on forecasting state entity cadastral data needs and utilizing best available technology to collect new datasets, the cadastral database is aimed at disaster risk reduction, including floodplain management. Developed a participation and engagement plan that incorporated more than 50 Puerto Rican state agencies and municipalities.



Roni Deitz, PE

Subject Matter Expert

Based in western North Carolina, Ms. Deitz is the Global Director of Climate Adaptation at Arcadis, where she leads a diverse team specializing in climate risk assessments, strategic planning, design and engineering, and infrastructure operations. A key focus of her practice is supporting clients in securing and implementing federal funding for climate adaptation and resilience projects. With extensive expertise in navigating complex funding landscapes, Ms. Deitz has a proven track record of aligning project goals with federal programs and ensuring compliance with funding requirements.

Over the past decade, Ms. Deitz has managed and supported numerous large-scale projects across the nation, including initiatives funded by federal grants. During a year-long embedment at the NYC Department of Design and Construction, she collaborated with the First Deputy Commissioner to secure critical stakeholder approvals for the $1.4 billion East Side Coastal Resiliency project, which included $335 million from HUD CDBG-DR funds post Hurricane Sandy. Additionally, she has supported New York City and Wilmington, Delaware in securing over $100 million through FEMA's BRIC, FMA, and HMGP programs, driving innovative solutions while ensuring adherence to federal funding standards.

Education/Qualifications

- MS, Environmental Engineering, Rice University
- BS, Civil and Environmental Engineering Rice University

Years of Experience

Total – 12
With Arcadis – 11

Professional Registration/ Certifications

- Professional Engineer – NY

Relevant Experience

Financial District and Seaport Climate Resilience Master Plan
New York City Economic Development Corporation (NYCEDC) New York, NY

As Project Director, Ms. Deitz leads the preliminary design of coastal resilience infrastructure while supporting NYCEDC with funding and financing strategies, including evaluating federal funding options. She led the development of a successful $50M FEMA BRIC grant for Seaport Coastal Resiliency and secured an $800k FEMA FMA scoping grant for stormwater improvements.

Coney Island Creek Resiliency Improvements
NYCEDC, Brooklyn, NY

As Project Director for Arcadis, Ms. Deitz leads design and consulting services for the bulkhead reconstruction on Coney Island Creek's southern shoreline. She developed successful FEMA HMGP and BRIC grant applications, including project scoping and benefit-cost analysis, resulting in over $50M in grant funding. Previously, she served as Assistant Project Manager for a $1.3 million resiliency feasibility study.

East Side Coastal Resiliency
New York City Department of Design and Construction (NYCDDC), New York City, NY

While embedded at NYCDDC, Ms. Deitz led stakeholder engagement for the $1.45B East Side Coastal Resiliency Project, which included $335 million from HUD CDBG-DR funds post Hurricane Sandy. She coordinated design decisions between NYCDDC, agency partners, and City Hall, developed and executed outreach with community boards, and assisted with the Environmental Impact Statement and Uniform Land Use Review Procedure, managing content and materials for the process.

Resilient Wilmington
City of Wilmington, Wilmington, DE

As Project Director and Resiliency Lead, Ms. Deitz directs Wilmington, Delaware's resilience plan, assessing climate risks like sea level rise and extreme heat. Her work has secured a FEMA Advanced Assistance Grant and a BRIC Grant to address tidal and riverine flooding.

Breezy Point Coastal Resiliency
NYCDDC, Queens, NY

Assistant Project Manager and Technical Resilience Design Lead for a $58M Federal Emergency Management Agency Hazard Mitigation Grant Program (HMGP) grant to reduce coastal risk and erosion for the Breezy Point Cooperative. Additional efforts include outreach and meetings with the Breezy Point Cooperative and hosting design charrettes to develop adaptable solutions that provide recreational benefits.



Carly Foster, AICP, CFM

Project Manager

Ms. Foster serves as the Principal Resilience Planner for Arcadis North America's Water Management region, where she ensures that the organization effectively addresses and proactively solves resilience challenges for cities, states, infrastructure, and the private sector. With a track record of securing over $4 billion in funding for resilience-related projects through FEMA, HUD, and various federal and state programs, she has been pivotal in developing resilience initiatives across multiple scales—from individual facilities to neighborhoods, cities, regions, and states. Her expertise encompasses problem identification, risk quantification, stakeholder engagement, solution development (policy, programmatic, or physical), implementation planning, benefit-cost analysis, program and grant management, training, and post-disaster loss avoidance assessments. She expertly guides projects from initial goal setting through implementation and grant management to project close-out and evaluation.

Education/Qualifications

- MSP, Urban Planning, Florida State University (Growth Management Specialization), 2010
- BS, Political Sciences, Florida State University, 2005

Years of Experience

Total – 20
With Arcadis – 15

Professional Registration/ Certifications

- Certified Planner (AICP)
- Certified Floodplain Manager (CFM)
- FEMA Hazus Practitioner
- FEMA Hazus Professional

Relevant Experience

Long Term Recovery and Hazard Mitigation Planning, 428, 406 and 404 Mitigation Funding
New York Health and Hospitals Corporation, New York, NY

As the Lead Planner and Technical Lead for the mitigation of four public hospitals after Hurricane Sandy, Carly devised a FEMA funding strategy that secured $1.7 billion in approved funding, with additional funding currently in progress. She provided strategic guidance on damage assessments, reimbursement maximization, and innovative mitigation measures, while also leading benefit-cost analyses, developing grant applications, representing clients to federal and state agencies.

Nassau Country Wastewater Treatment Plants – FEMA & HUD Funding Strategy Development
Nassau County, NY

Helped secure $830 million in FEMA and HUD obligations for flood mitigation of several Nassau County wastewater treatment plants, including Bay Park STP and Cedar Creek WPCP, along with 37 pump stations. I provide strategic guidance on damage assessments, reimbursement maximization, and eligible mitigation measures, while leading benefit-cost analyses and developing FEMA 406 and 404 grant applications, ultimately achieving over $1 billion in funding to date.

FEMA Public Assistance for Wastewater Treatment Facility and Marina
City of Kingston, NY

Project Lead providing hazard mitigation guidance for flood-prone facilities, securing approximately $5 million in obligations.

FEMA Public Assistance Support
Calhoun County, Liberty County, and Columbia Florida

Executed enhanced risk assessments and refined project scopes in accordance with 44 C.F.R. §201.6(c)(2)(ii)(A), (B), and (C). Key deliverables included: 1) A ranked inventory of structures and critical infrastructure vulnerable to wind-related hazards; 2) Calculations of potential financial losses using HAZUS-MH; 3) A land use map with recommendations to minimize damages; and 4) Preliminary project scopes addressing vulnerabilities and fund source identification, all of which received full approval.

Florida Division of Emergency Management
Public Facilities Flood Mitigation Initiative

Project Lead to develop training materials, State Hazard Mitigation Plan update, and proposed siting and prioritization criteria to mitigate public facilities against flood hazard. Specific coordination is taking place at the state level to fund and implement mitigation projects for state-owned facilities. Conducted four workshops with more than 150 participants.

KAMBRE SCOTT

PUBLIC ASSISTANCE GRANTS SPECIALIST

EDUCATION

- MBA, Business Administration
- BA, Psychology

Kambre is a leader in Disaster Preparedness, Response, and Recovery with over 15 years of FEMA Public Assistance experience. She has significant experience in grants management and Public Assistance with emphasis on critical and non-critical PNP eligibility and reimbursements, problem-solving, project management, finance, auditing, and implementing policies and procedures. She served as a subject matter expert in FEMA Public Assistance, and demonstrated extensive knowledge and experience in 44 CFR, 2 CFR, SRIA Legislation, Public Assistance Program Policy Guide and Stafford Act. In conjunction with state's legal counsel, she conducted fact findings for PIO requests, legal responsibility determinations and drafts for first and second appeals. Kambre was also a Policy Advisor in the management, compliance, and closeout of Federal and State Policies and Regulations for over 10 federal declarations, including Hurricane Katrina, Sandy and Gustav.

EXPERIENCE

- **iParametrics, LLC, City of Providence FEMA Public Assistance and Grants Support.** Serving as PA Grants Specialist for the City's FEMA reimbursements following the COVID-19 pandemic and other recent disasters. Kambre is the City's liaison for this work, completing project worksheets and recovery efforts for a variety of disasters.
- **Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).** Served as a Senior Problem Resolution Officer, working closely with FEMA and contractors to establish processes, policies, and procedures pertaining to recovery programs. Provided a wide range of technical assistance to applicants, management and multiple disaster recovery sections including closeout for the state of Louisiana. Ensured all projects across multiple disasters were reconciled completely in accordance with FEMA and State guidelines.
- **Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).** Managed the grant reimbursement process for approximately 450 project worksheets totaling $135 million, and oversaw transactions related to invoices, purchase orders, expense reports, and financial adjustments for federally funded projects essential to the rebuilding of critical and non-critical PNP infrastructure in the state of Louisiana. Managed assigned applicants' project worksheets for all sub-grantees, and reviewed projects for newly obligated scope adjustments and obtain required documentation to process applicant's grants. Researched and created cost analysis for auditing purposes by gathering comparable costs from multiple vendors and sources including FEMA rates and cost curves to determine if cost incurred by the applicant was effective.
- **ICF International.** Audit Monitoring Analyst, served as an auditor for the Louisiana Road Home Program. Responsible for auditing files to ensure compliance with all HUD and OCD homeowner regulations with regards to the HMGP ACG elevation programs.



Nancy Freeman

Project Manager

Ms. Freeman is a retired Nassau County (FL) Emergency Management Director, with extensive experience serving three Florida counties for all-hazards preparedness, planning, response, recovery, and mitigation. Responsibilities included directing all administration, operations, services, and programs for multiple disasters involving natural, technological. and human-caused threats and hazards. She was deployed by the Florida Division of Emergency Management for multiple hurricane response operations, serving on Incident Management Teams. Ms. Freeman also served as Project Coordinator for a university-based Center providing administrative capacity-building, strategic planning, research, training, and technical assistance services to multiple counties in Northeast Florida. In addition, she has more than 18 years of experience in the application of Emergency Management Accreditation Program (EMAP) Standards to state, local, and federal agencies and international Programs. Ms. Freeman is also an experienced trainer and educator, having served on the Adjunct Faculty of Florida State College at Jacksonville (FL) for more than 15 years. Mrs. Freeman is a highly regarded subject matter expert in the interpretation of regulatory requirements and integrating regulatory, statutory, and other mandates into planning and operational processes.

CONTACT

Tallahassee, FL 32301

(850) 320-6108

nancy.freeman@ebsleaders.com

EDUCATION

- Post-Graduate Program, University of North Florida
- B.S., Humanities/Education Kansas State University
- A.S., Design, & Technical Certificate, Historic Preservation; Florida State College at Jacksonville

HIGHLIGHTS

- State and Local Hazard Mitigation
- Director of Local Public Safety Agency
- Emergency Management Accreditation Program (EMAP) National Industry Standards applied to State, Local, Federal Agency, and International Programs
- L449 Incident Command System Train-The-Trainer
- Homeland Security Exercise and Evaluation Program Train-The-Trainer
- Planning Workshop for Local Governments
- National Assessor and Team Lead

RELEVANT PROJECT EXPERIENCE

Northern Virginia Multi-Jurisdictional Hazard Mitigation Plan
Project Lead
2021-2022
Coordinated multi-jurisdictional plan update for nineteen jurisdictions for hazard risk and vulnerability analysis to include potential impacts from increased development and climate change.

State of Nebraska Hazard Mitigation Plan
Project Lead
2020-2021
Led hazard mitigation plan update work plan and schedule to ensure the 2021 plan met all criteria for FEMA 44 CFR, Part 201.4; addressed EMAP Standard for reaccreditation.

Mississippi District 3 Multi-Jurisdictional Hazard Plan
Senior Planner
2020
Coordinated hazard research and statistical data updates. Conducted hazard risk and vulnerability analysis with a nine-county region. Wrote hazard mitigation plan updates for 63 local jurisdictions with the planning team.

Emergency Operations Center Activations
Incident Management
1999 – 2012
Duval County, FL – Hazardous Material Spill, Wildfire.
Clay County, FL - Hurricane Floyd, Freight Train Derailment, Floods, Tornado, Hazardous Material Spill, Wildfire, Tropical Storm Beryl, Tropical Storm Debby.
Nassau County FL – Hurricane Charley, Hurricane Frances, Hurricane Jeanne, flood, wildfire, tornado, hazardous material, Tropical Storm Fay, H1N1 Pandemic.

Florida Disaster Response Deployments
Florida State Emergency Response Team (SERT)
2004 – 2005
Hurricane Charley: Incident Command Team assigned to county Emergency Operations Center (EOC) in key impact area. Mass Care Unit - managed emergency evacuation of Special Needs Shelter; Operations Section Chief, EOC.



Charles Hill
Supervisor, Risk Consulting
charles.hill@rsmus.com

Summary of experience

Charles is a project manager who has worked with an array of private and public sector clients in the areas of economic development, housing, and grants administration. He has over 10 years combined experience in management consulting and as a federal employee with the Department of Defense, Department of Labor, and Department of Housing and Urban Development.

During his tenure working with HUD as a CPD representative, he performed administration, management, and monitoring of grants in areas such as Job Corps, CDBG, CDBG-DR, Neighborhood Stabilization Programs and Emergency Solutions Grants (ESG). Specifically, Charles managed and supported CPD programs & initiatives, provided consultative technical assistance in support of grant portfolio management and contributed towards meeting community development needs in the areas of Continuum of Care (CoC), Emergency Solutions Grants (ESG), HOME Investment Partnerships Program, HOME-ARP Program, Housing Opportunities for Persons With AIDS Program (HOPWA), Community Development Block Grant (CDBG), CDBG Disaster Recovery (CDBG-DR) and Neighborhood Stabilization Programs. Charles has also supported CDBG-DR initiatives related to multiple Missouri flooding events.

Charles possesses direct experience in evaluating grantee and subrecipient performance, managing internal controls of multiple grant portfolios, and building organizational capacity. Additionally, he works effectively in interfacing with community organizations, elected officials, and citizens to help ensure effective expenditure of federal funds.

Professional affiliations and credentials

- Project management professional
- Certified ScrumMaster

Education

- Master of Business Administration, finance, University of Memphis
- Master of Science, engineering technology, University of Memphis
- Bachelor of Science, mass communications, Middle Tennessee State University



Ryan Ecker
Manager, Risk Consulting
ryan.ecker@rsmus.com

Summary of experience

Ryan has over ten years of public accounting experience, providing audit services to a wide range of privately held and publicly traded companies in the consumer products, construction, manufacturing & distribution, and energy industries. She has substantial experience providing co-sourced and out- sourced internal audit services, which includes exposure to identification and evaluation of key risks and controls across multiple industries, including compliance with regulatory guidelines.

Ryan currently serves as the Lead project manager for FEMA Public Assistance (PA) Grants Management services provided to the Florida Division of Emergency Management. Ryan provides grant management services as well as monitors for compliance with FEMA's Public Assistance Program for Subrecipients from major disasters including Hurricanes Irma, Michael and Idalia. Ryan oversees a team of over 15+ disaster recovery consultants.

In this role, Ryan coordinates work assignments and reviews the work of staff; communicates with program Subrecipients to provide policy and technical support. This includes managing and training analysts with regard to FEMA eligibility determinations for program benefits, program requirements, confirming projects are supported by necessary source documentation, as well as providing direct support to Applicants and resolve any pending issues. Further tasks include cultivating a direct relationship with FDEM leadership, providing ongoing feedback, and ensuring ongoing performance objectives are met by analysts; preparing weekly, monthly and ad hoc status reports.

Professional Affiliations and Credentials

- Certified Fraud Examiner (CFE)
- Member of the Association of Certified Fraud Examiners
- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants

Education

- Bachelor of Science, accounting, Kutztown University of PA

iParametrics

BRENDA MATHEWS

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT IV

EDUCATION

- University of Louisiana-Lafayette

CERTIFICATIONS & LICENSES

- FEMA Badge 7608011 4349; Expires 1/22/25
- FEMA PDMG, 2019
- Certified Paralegal

TRAINING

- FEMA Emergency Management Institute, Course E0381: Project Specialist
- IS-100.c: Intro to Incident Command System
- IS-547.a: Intro to Continuity of Operations
- IS-1000: Public Assistance Program and Eligibility
- IS-1001: PA Delivery and Model Orientation
- IS-1003: The EC, DI and RSM
- IS-1007: Detailed DDD
- IS-1010: Emergency Protective Measures
- IS-1012: Direct Administrative Costs
- IS-1015: Insurance Considerations, Compliance and Requirements
- IS-1018: Determination Memorandums and Appeals
- IS-1019: Codes and Standards
- IS-1020: PA Donated Resources
- IS-1022: Substantiating Disaster- Related Damages

Brenda Mathews is an experienced disaster grant management professional with over 14 years of expertise, specializing in FEMA Public Assistance (PA), Hazard Mitigation Assistance (HMA), and CDBG-DR programs. She has a proven track record in leading recovery efforts, including serving as a FEMA PA Recovery Specialist, where she played a pivotal role in securing funding for COVID-19 costs and managing disaster recovery projects across multiple states. Brenda's deep understanding of FEMA policies, including the Stafford Act and 44 CFR, allows her to guide applicants through complex processes, ensuring compliance and maximizing reimbursements. Her leadership in disaster recovery includes managing projects from initial formulation to closeout, with a focus on efficiency and adherence to federal guidelines.

EXPERIENCE

FEMA PA Recovery Specialist (Stateside) **2020 - Present**

iParametrics, LLC., Alpharetta, GA

- Supported local government applicants in North Carolina (DR-4487), Massachusetts (DR-4496), Rhode Island (DR-4505), and New Jersey (DR-4488) by formulating 178 projects for 14 Applicants in Grants Portal, securing maximum funding for COVID-related costs ($24.8M obligated) under Category B and Z.
- Supported local government and private non-profit (PNP) applicants in New Jersey (DR-4574, 4597), Missouri (DR-4665), Florida (DR-4673, 4734). Georgia (DR-
- 4738), and Rhode Island (DR-4766) by formulating projects for 7 Applicants in Grants Portal, securing maximum funding related to costs under Category A, B, C, E, F, and G.
- Developed detailed Scopes of Work to ensure comprehensive project planning and execution.
- Successfully interpreted FEMA policy and disaster-specific guidance to write detailed justifications, ensuring compliance and maximization of eligible reimbursements.
- Researched, wrote, and submitted more than 20 appeals to FEMA, achieving successful outcomes in disputed cases. One appeal resulted in a favorable interpretation of FEMA policy regarding force account equipment resulting in obligation for $400K projects for 5 Applicants.
- Managed projects from formulation through closeout, ensuring adherence to timelines, budgets, and regulatory requirements for efficient completion.
- In response to Hurricane Idalia, worked onsite at Emergency Operations Center (EOC) for the Suwannee County Sheriff's Office in Florida as a Financial Administration Liaison.

FEMA PA Program Delivery Manager (PDMG) DR-4339 **01/2019 – 10/2019**

iParametrics, LLC., Alpharetta, GA (Puerto Rico)

- Deployed to Puerto Rico following Hurricane Maria to oversee projects under Categories A, B, E, and G, ensuring efficient disaster response and recovery efforts.
- Managed 7 private, Private Non-Profit (PNP) Applicants within the Health and Social Services Sector, providing guidance and support throughout the Public Assistance process.

BRENDA MATHEWS CONT.

- IS-1026: Eligibility of PNP Organizations
- IS-2905: Coordinating Health and Social Services Recovery
- New Public Assistance Delivery Model, FEMA, 2019
- 428 Project Specialist, FEMA, February 2019

- Authored comprehensive Project Worksheets (PWs), analyzing expense eligibility and formulating projects in Grant Manager to align with FEMA guidelines and the Public Assistance Program and Policy Guide (PAPPG).
- Conducted thorough site inspections, documented damages, and generated detailed site inspection reports to support project assessments and eligibility determinations.
- Developed Damage Description and Dimensions (DDD) and formulated detailed Scopes of Work (SOW) to outline project scope, objectives, and requirements.
- Conducted audits of projects initiated by other sectors, identified and corrected issues, and resubmitted for funding obligation to ensure compliance and maximize eligible reimbursements.
- Managed projects from initial exploratory call through to funding obligation, ensuring adherence to timelines, budgets, and regulatory requirements for successful project completion.

Hazard Mitigation Assistance 404 Grant Manager **01/2015 – 04/2018**

Hunt, Guillot & Associates, Inc., Louisiana

- Managed all phases of the elevation, reconstruction, and acquisition program from initial application through to project closeout. Coordinated extensively with homeowners, contractors, and local, state, and federal staff to ensure seamless execution of individual mitigation projects.
- Conducted thorough on-site inspections to verify compliance with grant requirements and regulatory standards, ensuring quality assurance and adherence to project specifications.
- Conducted comprehensive audits of Hazard Mitigation Grant Program (HMGP) projects for St. Tammany Parish, reviewing financial records and documentation to prepare for project closeout and ensure accuracy and compliance with federal guidelines.

CDBG-DR/HMA Grant & Labor Compliance Specialist **05/2011 – 01/2015**

Hunt, Guillot & Associates, Inc., Louisiana

- Tracked, validated, and ensured compliance of projects with current federal and state regulations throughout the CDBG-DR/HMA program.
- Verified and monitored certified payrolls for housing and infrastructure projects, ensuring strict adherence to Davis-Bacon Act labor standards and other applicable regulations

DISASTERS

- DR-4766-RI – Severe Storms and Flooding
- DR-4738-GA – Hurricane Idalia
- DR-4734-FL – Hurricane Idalia
- DR-4673-FL – Hurricane Ian
- DR-4665-MO – Severe Storm
- DR-4597-NJ – Winter Storm Orlena
- DR-4574-NJ – Tropical Storm Isaias
- DR-4505-RI – COVID-19 Pandemic
- DR-4496-MA – COVID-19 Pandemic
- DR-4488-NJ – COVID-19 Pandemic
- DR-4487-NC – COVID-19 Pandemic
- DR-4339-PR – Hurricane Maria
- DR-1786-LA – Hurricane Gustav
- DR-1603-LA – Hurricane Katrina



Trevor Johnson, AICP

Preparedness / Response / Recovery Consultant IV

Mr. Johnson is an urban and environmental planner with over 12 years of professional experience across a wide range of projects, from managing district- and neighborhood-level resilience and land-use plans to leading city-wide climate adaptation programs. Currently, he serves as the National Practice Lead for Climate Adaptation and Resilience Planning at Arcadis U.S., where he focuses on climate adaptation, land use, community engagement, and project implementation. Trevor has successfully overseen numerous projects that have received state and/or federal funding, ensuring compliance with federal requirements and advancing local resilience efforts. He also co-leads Arcadis' National Climate Adaptation Community of Practice, which spans the urban, utility, and industrial resilience sectors.

Education/Qualifications

- MUP, Urban Planning, Harvard University Graduate School of Design, 2014
- MA, Historical Archaeology, University of Massachusetts – Boston, 2010
- BA, Anthropology, Bard College, 2007

Years of Experience

Total – 12
With Arcadis – 5

Professional Registration/ Certifications

- American Institute of Certified Planners

Professional Associations

- American Planning Association
- American Planning Association - PA Chapter

Relevant Experience

Lower Brandywine Flood Mitigation Study (FEMA BRIC Funded)
City of Wilmington, Wilmington, DE

Project Director for development of flood risk mitigation infrastructure and public realm improvements to increase resilience in Northeast Wilmington, a community devastated by the remnants of Hurricane Ida in 2022.

Philadelphia Property Level Flood Mitigation Program Design
Philadelphia Office of Sustainability, Philadelphia, PA

Project Manager for the development of a program design to advance property level flood mitigation in Philadelphia. The program, potentially funded through HUD CDBG-DR/MIT, is intended to address the needs of existing properties located within the city's floodplain.

Resilient Wilmington
City of Wilmington, Delaware, Department of Public Works, Wilminton, DE

Project Director for citywide and neighborhood studies and implementation planning to address flood risks and resilience opportunities. Working closely with City leadership, directed a multidisciplinary team of engineering and resilience experts in assessing flood and other climate risks to the City. 100% success rate on FEMA FMA and BRIC Grants to support long-term resilience planning efforts for the City.

South Boston Resilience Implementation Plan
Innovation Network for Communities, South Boston, MA

Served as Project Planner for the development and analysis of implementation strategies for a district level plan to address sea level rise and recurrent flooding in the Seaport District of Boston. Worked directly with the client and stakeholders, including property owners and the City of Boston, to frame and refine financial, regulatory, and governance approaches for funding and constructing shoreline infrastructure to reduce coastal flood risk.

East Shore of Staten Island Special Coastal Risk District
NYC Department of City Planning, New York City, NY

Served as Project Manager for adoption of zoning special districts in three neighborhoods in Staten Island to limit future residential density in areas vulnerable to future sea level rise and frequent inland flooding. Responsible for managing cross-divisional teams focused on land use change application and environmental review, interagency coordination, outreach to community groups and elected officials.

NYC Flood Hazard Mapper
NYC Department of City Planning, New York City, NY

Served as Project Manager for development and roll-out of GIS-based online mapping tool combining new data with existing data on flood risk from various sources to serve as a public-facing comprehensive resource on flood hazards in New York City.

iParametrics

MARY SUSAN PRYOR

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT IV

EDUCATION

- BA, Journalism, University of Missouri

CERTIFICATIONS & LICENSES

- TN & NY State Certified Real Estate Appraiser
- HUD Approved Real Estate Appraiser

TRAINING

- IS-00100.c Introduction to Incident Command System
- IS-01000 Public Assistance Program and Eligibility
- IS-01001 The Public Assistance Delivery Model Orientation
- IS-01006 Disaster Damage and Developing Project Files
- IS-01007 Detailed Damage Description and Dimensions
- IS-01018 Determination Memorandums and Appeals
- Cyber Awareness Challenge 2002, DoD Cyber Exchange & DoD Cyber Training Portfolio, Online, 03/23/2022
- Privacy at DHS, US Department of Homeland Security, Online, 03/23/2022

Mary Susan Pryor is a seasoned emergency management professional with 18 years of experience as a FEMA Disaster Housing Inspector and over 30 years in residential appraisal and review. She has conducted more than 4,100 disaster housing inspections nationwide, including work in response to events such as Hurricane Ida, severe storms, and wildfires. Susan holds a favorable eQIP MBI from DHS and a current FEMA contractor badge. With expertise in assessing structural damages, safety, and sanitation, she has played a vital role in determining eligibility and aid amounts for disaster-affected individuals.

EXPERIENCE

Disaster Housing Inspector, WSP USA Inspection Services **2005-2023**

- Assessed damages to residences and structures of applicants to FEMA's Individuals and Households program due to federally declared disasters throughout the United States
- Conducted over 4100 disaster housing inspections, including initial inspections, special project inspections, and quality control inspections
- Utilized federal cost estimating ACE software. Contacted and located applicants, assessed structural functionality, and assessed safety and sanitation levels of the applicants' residences utilizing FEMA inspection guidelines and policies
- Completed inspections allowed FEMA to determine eligibility and award amounts for FEMA applicants

Field Inspection Supervisor (FIS), WSP USA Inspection Services **2021-2021**

- Responded to Hurricane Ida and NY (DR-4615) in 2021 and MI (DR-4607) Flooding and Storms
- Reported to designated field inspection supervisor point of contact (POC), contacted assigned inspectors, and worked with each assigned inspector to verify communication dates, hours charged versus production, and completed ride-along inspections with assigned inspectors
- Conducted inspections, and timesheet and expense report reviews in the designated WSP Inspection Services
- Reserved conference room, meeting room, or field office
- Followed the Code of Conduct and Ethics reviewed inspections and documented inspector reviews utilizing the appropriate WSP Inspection Services forms
- Recommended releasing an inspector from FIS review to QC
- Recommended the need for additional training

Sole principal, M. S. Pryor Appraisals **2007 - 2022**

- Worked as an independent contractor with AMCs and other clients
- Performed full and hybrid appraisals and reviewed/reconciled appraisals and BPOs from a desk position on a national basis

MARY SUSAN PRYOR CONT.

- Insider Threat Awareness, Defense Counterintelligence and Security Agency, Online, 02/06/2022
- OPSEC Awareness for Military Members, DoD Employees and Contractors, Defense Counterintelligence and Security Agency, Online, 02/06/2022
- Unauthorized Disclosure (UD) of Classified Information and CUI, Defense Counterintelligence and Security Agency, Online, 02/06/2022
- Training of Trainers Workshop, WSP USA Inspection Services, Winchester, VA, 6/24/2019
- Attended various briefing and debriefing workshops/seminars pre and post deployments, online and in-person, 2005 to 2022

Review Appraiser, LSI, Coraopolis, PA **2010 - 2011**

- Performed FNMA retro reviews, audited MLS market data reports
- Performed quality assurance reviews on origination and default appraisal assignments
- Resolved escalated appraisal issues for the Origination and Default Divisions of the company

Review Appraiser, Pro-Teck Services, Waltham, MA **2008 - 2009**

- Reviewed/reconciled appraisals (secondary market and FHA), BPOs, and other products offered by the company to their clients

Appraisal Specialist (Residential Appraiser IV, First American/eAppraiseIT 2007 - 2007

- Assisted the Southeast and Midwest Appraisal Business Managers
- Worked with clients, appraisers, and FirstAmerican/eAppraiseIT's management and customer service representatives through email and by phone on various appraisal issues using access to SourceNet

Residential Appraiser III, First American/eAppraiseIT **2001 - 2007**

- Appraised residential real estate as a staff appraiser in the TN metro area, CT, and NY
- Performed and reviewed appraisals of one-to-four-family residential properties, as assigned by the company
- Supervised five trainee appraisers from 2003 to 2006.

DISASTERS

Served as Disaster Housing Inspector (DHI) and/or QC Inspector (QC)

- DR-4701, TN - Severe Storms, Stright-line winds, and Tornados, Housing & QC Inspector, 2023
- DR-4697, MS - Severe Storms, Strigh-line Winds, and Tornadoes, Housing & QC Inspector, 2023
- DR-4665, MO - Severe Storms and Flooding, DHI, 2022
- DR-4618, PA - Remnants of Hurricane Ida, DHI, 2021-2022
- DR-4614 NJ - Remnants of Hurricane Ida, DHI,2021
- DR-4604 MS - Hurricane Ida Pre-deployment, DHI,2021
- DR-4607 MI - Severe Storms and Flooding, DHI, 2021
- DR-4601, TN - Severe Storms and Flooding, DHI, 2021
- DR-4586 TX - Snow and Ice, Remote DHI, 2021
- DR-4562 OR - Wildfires, Remote DHI, 2020 – 2021
- DR-4559 LA - Hurricane Laura, DHI, 2020
- DR-4473 PR - Earthquakes, DHI, 2020
- DR-4407 CA - Wildfires, DHI, 2018
- DR-4393 NC - Hurricane Florence, DHI, 2018
- DR-4337 FL - Hurricane Irma, DHI, 2017
- DR-4332 TX - Hurricane Harvey, DHI, 2017
- DR-4285 NC - Hurricane Matthew, DHI, 2016
- DR-4415 SC - Severe Storms and Flooding, DHI, 2015
- DR-4116 IL - Severe Storms and Flooding, DHI, 2013
- DR-4085 NY - Superstorm Sandy, DHI, 2012-2013
- DR-4080 LA - Hurricane Isaac, DHI, 2012
- DR-4030 PA - Tropical Storm Lee, DHI, 2011
- DR-4031 NY, - Tropical Storm Lee, DHI, 2011
- DR-1909 TN, Severe Storms and Flooding, DHI, 2010
- DR-1791 TX, Hurricane Ike, DHI, 2008
- DR-1786 LA, Hurricane Gustav, DHI, 2008
- DR-1609 FL, Hurricane Wilma, DHI, 2005
- DR-1607 TX, Hurricane Rita, DHI, 2005

iParametrics

JOHNNY G. DELOACH

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT IV

EDUCATION

- MA, International Affairs
- MA, Human Resource Management
- BS, Engineering Sciences

TRAINING

- Assisted FEMA National Office and EMI staff in developing the first PA training courses and made trial presentations

Johnny G. DeLoach has over 30 years of experience in disaster recovery, working extensively with FEMA, state, and local governments. He has managed large-scale debris removal and disposal operations, overseeing teams of more than 300 field monitors. Johnny has served as a FEMA Public Assistance Officer for over 20 disasters, including significant events like Hurricanes Hugo, Andrew, and Katrina. His expertise spans recovery planning, facility relocations, combining Hazard Mitigation Grant Program (HMGP) and Public Assistance (PA) funds, and managing projects post-disaster, such as school relocations and environmental assessments. A retired Air Force Officer, he is a recognized leader in emergency management and disaster recovery.

EXPERIENCE

Project Manager **2009 - 2013**

H2O Partners

- Supervised staff of 30 administering a five billion dollar HUD grant to the State of New York to cover the unreimbursed Public Assistance costs of damage repairs from Super Storm Sandy (DR-4085 NY)
- Managed the relocation of the Webster County high school and middle school in the aftermath of the major tornado outbreaks in Mississippi and Alabama
- Identified and repaired a temporary facility for students
- Combined PA and HMGP funds for the new school which included safe room space for students and local residents

Program / Division Manager **1998 - 2008**

PBS & J

- Managed a staff of fifty-plus for the Mississippi Alternative Housing Pilot Program
- Tested the construction, staging, and installation of 3,000 - 1, 2, and 3 bedroom units that met category 4 wind and flood standards for post-Hurricane Katrina
- Coordinated with FEMA and BIA with a staff of 50, as the state PA Officer for New Mexico in the aftermath of floods that impacted 75% of the counties in the area
- Acted as deputy State PA Officer post Hurricane Katrina and mobilized staff of over fifty
- Monitored debris operations
- Prepared draft PWs to relocate four destroyed schools out of the coastal high hazard zones
- Developed FEMA/State teams to produce PWs
- Assisted FEMA with QC reviews of resulting products
- Program Manager (debris managers) for Orange, Palm Beach, Broward, and Santa Rosa Counties and Florida Department of Transportation after Hurricanes Charley, Frances, Jeanne, Ivan and Wilma with a Staff of over 300
- Debris Managers for San Diego and San Bernardino counties after devastating fires
- Developed plans for collecting and disposing of contaminated ash before onset of winter rains

JOHNNY G DELOACH CONT.

- Manager for the cleanup of Pensacola Bay post-Hurricane Ivan on behalf of Florida Department of Environmental Protection
- Manager for Florida Beaches and Coastal Systems post-Hurricane Opal to restore all dune structures from Panama City to Pensacola

Public Assistance Officer **1998 - 1998**

FEMA Region IV

- Oversaw multiple disaster recoveries, including Hurricanes Hugo (North Carolina), Andrew, Tropical Storm Alberto (Georgia), and the Northridge Earthquake
- Implemented the first long-term recovery unit after Andrew
- Developed an organization, wrote job descriptions, interviewed and hired a staff of 100 employees
- Assisted in developing a long-term recovery effort for the Northridge Earthquake

Firefighter/EMT-Paramedic **08/1996 - 01/1998**

Nags Head Fire and Rescue, North Carolina

- Performed all duties within the scope of practice of a North Carolina Emergency Medical Technician and an NFPA certified firefighter.

DISASTERS

- DR-4673 FL - Hurricane Ian
- DR-4611 LA - Hurricane Ida

iParametrics

TIMOTHY CRAWFORD

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT IV

CERTIFICATIONS

- FEMA Badge 2B5F0D3A24; Expired 3/7/2024
- FEMA PA PDMG, 2016
- FEMA PA Site Inspector, 2016
- FEMA PA CEF Estimator, 2016
- USACE Construction Quantity Management (CQM), 2024
- OSHA 30-Hour - Construction

TRAINING

- IS-1004: The FEMA Site Inspection Process
- IS-1013: Costing - Estimates and the Cost Estimating Format

Timothy Crawford is an experienced project and construction manager with over 18 years in the industry, including five years specializing in FEMA Public Assistance (PA). His expertise spans disaster recovery projects, covering Categories A-G, and roles such as PDMG, Costing Specialist, Site Inspector, and CEF Estimator. Tim has a proven track record in developing Scopes of Work (SOWs), Project Worksheets (PWs), Damage Description and Dimension (DDD) reports, and conducting thorough site inspections. His work has been integral to disaster recovery efforts following events like Hurricane Harvey, Hurricane Matthew, and the COVID-19 pandemic.

EXPERIENCE

Project Manager **04/2024 - Present**

Impyrian, LLC, Fulton, MD

- Oversees daily operations and provided comprehensive project management for government, military, and private sector projects, ensuring all objectives were met efficiently.
- Manages and coordinates subcontractors, facilitating seamless execution of technical solutions, and implementing key project decisions.
- Conducts regular project meetings to set standards, track progress, and coordinate events, ensuring alignment with project goals and timelines.
- Delivers exceptional customer support by addressing individual issues with personal attention, ensuring client satisfaction, and maintaining strong relationships.
- Guides and directs construction teams, providing clear instructions and support to keep projects on track and within budget.
- Ensures all projects adhered to quality control standards, meeting all relevant building codes and regulations.
- Monitors project schedules and budgets closely, implementing corrective actions as needed to maintain project timelines and financial goals.

Project Management Consultant **01/2022 - 04/2024**

Hughes Masonry/ICE Electric, Durham, NC

- Prepared and submitted detailed bid estimates, ensuring accuracy and competitiveness to secure new projects.
- Managed and scheduled multiple projects simultaneously, ensuring efficient allocation of resources and adherence to timelines.
- Prepared and submitted invoices and pay applications, ensuring timely and accurate financials
- Drafted and reviewed change orders, ensuring all modifications were documented, justified, and approved to maintain project scope and budget integrity.
- Coordinated with stakeholders to align project schedules and deliverables with client expectations and contractual obligations
- Implemented project management strategies to streamline processes and enhance productivity.
- Maintained records of all project documentation, including estimates, invoices, and change orders, for transparency and accountability.

TIMOTHY CRAWFORD CONT.

DISASTERS

- DR-4485 TX - COVID-19 Pandemic
- DR-4344 CA – California Wildfires
- DR-4332 TX – Hurricane Harvey
- DR-4286 SC – Hurricane Matthew

- Facilitated clear communication between clients, subcontractors, and project teams to resolve issues promptly and keep projects on track.
- Conducted thorough reviews of project plans and specifications to anticipate and mitigate potential challenges.
- Provided consultancy services to optimize project workflows and improve overall project outcomes

FEMA PA CRC Costing Specialist **02/2018 - 12/2021**
(DR-4332, DR-4344, DR-4485 & other COVID-19)
CDM Smith, Denton, TX & Remote

- Wrote Scopes of Work (SOWs) for Categories B, C, and E disaster projects, ensuring alignment with FEMA guidelines and regulations.
- Conducted thorough reviews of Cost Estimates for FEMA Public Assistance PWs, verifying accuracy and completeness to facilitate timely reimbursement of eligible project costs.
- Authored comprehensive DDD reports for Applicant projects, documenting the extent and impact of disaster-related damages.
- Addressed challenges posed by the COVID-19 pandemic by writing projects, including DDDs, SOWs, and Determination Memos, to support disaster recovery efforts.
- Adapted to evolving circumstances and regulations while maintaining high standards of accuracy and professionalism.

FEMA PA PDMG, Site Inspector, Estimator (DR-4286) **09/2016 - 12/2017**
Federal Emergency Management Agency (FEMA), Columbia, SC

- Reviewed FEMA Public Assistance PWs across multiple categories, including A, C, D, E, F, & G, ensuring accuracy and thoroughness in documentation.
- Conducted comprehensive reviews of DDD reports, Engineering Field Reports, and other relevant documentation to assess project eligibility and scope.
- Utilized strong investigative skills to conduct field investigations in collaboration with FEMA Project Specialists, gathering essential data and evidence to support project assessments and determinations.
- Developed clear and concise Determination Memorandums and statements of professional opinion, providing well-supported recommendations and conclusions based on thorough analysis and evaluation.
- Conducted thorough site inspections to collect accurate data, photographs, and dimensions necessary for developing Damage Descriptions and Dimensions (DDDs) in the Grants Manager system.
- Oversaw the claims process by collaborating with applicants to review and validate damage details, Scopes of Work (SOWs), and costs, ensuring alignment with FEMA guidelines and regulations and fostering transparency and accountability in the allocation of disaster recovery funds.
- Demonstrated proficiency in data entry and management by accurately inputting all relevant information into the Grants Manager system, maintaining comprehensive and up-to-date project records.

Steven J. Rice

Preparedness / Response / Recovery Consultant IV

CONTACT

Apalachin, NY

(607) 341-8382

EDUCATION

- William Paterson University, Wayne, NJ, B.A. Communications
- Sussex County Community College, Sparta, NJ, Business Management
- Cost Engineering, Lockheed Martin, 80 Classroom Hours
- Program Financial Control, Lockheed Martin, 25 Classroom Hours
- Effective Communications & Human Relations, Dale Carnegie, 40 Classroom Hours

CERTIFIED COST ENGINEER AND PROGRAM FINANCIAL CONTROL ANALYST

- Project Management, Planning, Coordination, Execution, Reporting and Close-Out
- Project Cost and Schedule estimating, surveillance and reporting
- Earned Value Management and Cost/Schedule Integration, D.O.D. reporting compliance; - Budget / Staff planning and cost control
- Develop and implement

RELEVANT PROJECT EXPERIENCE

SJR Disaster Recovery Consulting, LLC – Apalachin, NY
January 2019 - Current
Simmons Recovery Consulting - Bolton Landing, NY
September 2017 – January 2019
Senior Disaster Recovery Consultant

DR-4332-TX "Hurricane Harvey"
Port of Beaumont, Texas and Jefferson County Drainage District #6

- Write and manage Public Assistance Grant Requests through approval and funding, resolve policy and procedure issues to the client's advantage, perform Large Project Closeout
- Perform initial site inspections and damage assessment, assemble FEMA compliant Project documentation for upload to Grants Portal
- Advise Client regarding Public Assistance eligibility issues and Hazard Mitigation opportunities
- Work with Design and Construction Engineers to develop Scope of Work, Cost Estimate and write Hazard Mitigation Plan for large, complex Projects
- Write and submit appeal of FEMA eligibility Determination Memo (FEMA response pending)
- Write and submit Hazard Mitigation Grant Program Application with Benefit-Cost Analysis

DR-4485-TX "Texas COVID-19 Pandemic"
April 2020 – Feb 2022
Port of Beaumont Navigation District

- Compile, organize, review and aggregate equipment and material purchase cost and contract cost support documentation, produce and submit FEMA Category B Project
- Write and submit successful appeal of FEMA eligibility Determination Memo
- Perform Large Project Closeout

Hagerty Consulting, Inc. – Evanston, IL

Mitigation/Recovery Senior Grant Manager
DR-4586-TX "Texas Severe Winter Storms"
June 2021 – Feb 2022
City of Austin, TX

- Compile, organize, review and aggregate equipment and material purchase cost, contract cost and Force Account cost support documentation for producing FEMA Category B Project Streamlined Application
- Write "Lessons Learned and Path Forward" for Client to follow in future declared events
- Write and submit successful Project performance time extension requests

Response and Recovery Consultant
DR-4485-TX "Texas COVID-19 Pandemic"
April 2021 – June 2021
Harris County, TX

DR-4481-WA "Washington COVID-19 Pandemic"

Steven J. Rice

Preparedness / Response / Recovery Consultant IV

CONTACT

Apalachin, NY

(607) 341-8382

EDUCATION

projects in Team Environment

- Understand and analyze complex procurement and production schedules

Jan 2021 – Apr 2021
EvergreenHealth - Kirkland, WA

- Compile, organize, review and aggregate equipment and material purchase cost and contract cost support documentation for producing FEMA Category B Project Streamlined Application

Hagerty Consulting, Inc. – Evanston, IL

Closeout Specialist
DR-4420-NE "Nebraska Severe Winter Storm and Flooding"
Jan, 2020 – Jan 2021
Nebraska Emergency Management Agency

- Perform Large Project Closeout for Category B, C and F
- Review PDMG and CRC Project Cost Validation against labor, equipment, material, contract and force account cost documentation provided by Applicant, validate labor and equipment hours, material costs, contracts and Procurement compliance, ensure Project is fully documented to FEMA policy standards, work with Applicant and FEMA personnel to rectify cost anomalies and documentation deficiencies prior to delivering the Project to FEMA for final closeout and payment

Senior Grants Manager
DR-4399-FL "Hurricane Michael"
Feb, 2019 – Jan 2020
City of Panama City Beach, Bay District Schools

- Collected, assembled and organized required documentation to write Force Account projects for City of Panama City Beach
- Site inspector for 17 school campuses, inspect for damage, create photographic documentation, record dimensions and description of damages, assemble FEMA compliant Project documentation for upload to Grants Manager, and lead FEMA damage validation inspection teams

Simmons Recovery Consulting - Bolton Landing, NY
Senior Disaster Recovery Consultant

DR-4020-NY "Hurricane Irene"
April 2016 – Sep 2017
Niagara Engine Co. #6

- "Clerk of the Works" - Owner's representative and liaison to Architect and General Contractor during construction of a $5.8MM FEMA PA funded fire station
- Performed site surveillance and submitted daily progress reports to Architect and Client
- Conducted Ad-Hoc inspections and reported design-build variances to Architect and Client

DR-4180-NY – Severe Flooding Western New York State
Aug 2014 – April 2016
Multiple Municipalities in Cattaraugus County

- Performed site inspections and damage assessment, estimated recovery costs, wrote and submitted Public Assistance Grant Requests, Hazard Mitigation Proposals and Scope of Work Change notifications
- Reviewed and corrected rejected Public Assistance Grant Requests
- Assisted clients in Request for Proposal bid and selection process, advised on

Steven J. Rice

Preparedness / Response / Recovery Consultant IV

CONTACT

Apalachin, NY

(607) 341-8382

FEMA Procurement compliance
- Produced and submitted Progress Payments and Close-Out for over $20MM of Public Assistance Projects

Adjusters International, Inc. – Utica, NY
Disaster Recovery Project Specialist

DR-4085-NY "Superstorm Sandy"
Nov. 2012 – Nov. 2013
April 2014 – June 2014

NYC Board of Education
- Project Management leadership for $5.1MM Public Assistance Grant Request involving 155 Public School sites
- Planned, coordinated and tracked work of 16-member team, provided progress reports to State and FEMA Management
- Reviewed supporting documentation, noted and reported deficiencies and partnered with consultants to ensure effective flow of the Grant Request through to Funding

NYU Langone Medical Center
- Liaison and Arbiter between, State, FEMA and Consultants on the $1.4 Billion "Superblock" Project (20 Buildings & Mitigation proposals)
- Consulted with FEMA counterparts on Cost and Policy issues
- Reviewed Project Worksheets for accuracy, completeness and fairness – recommended edits to ensure the greatest likelihood of approval and funding.

Multiple Municipalities in Orange and Putnam Counties
- Attended FEMA Kick-Off meetings with Applicants and State Representatives, developed advocate relationship with Client and explained complex Hurricane Sandy Public Assistance Program
- Performed site inspections and damage assessments, produced cost estimates, wrote and submitted Public Assistance Grant Requests and Hazard Mitigation Proposals

DR-4122-AK Spring Flood
Nov. 2013 – March 2014
AK12-S-001 Prince William Sound Winter Storm
DR-1865-AK Severe Storms

State of Alaska Division of Homeland Security and Emergency Services
- Reviewed Project Worksheets for accuracy and completeness, consulted with State Emergency Management personnel on policy issues and made recommendations on supporting documentation requirements
- Audited, researched, repaired and re-submitted rejected Public Assistance Grant Requests

Endicott Interconnect Technologies – Endicott, NY
Manufacturing Cost Analyst
2010 – 2012
- Developed and executed business process disciplines for Manufacturing Programs which resulted in compliance with contractual requirements and improved accuracy in collection and analysis of Cost and Schedule data

Steven J. Rice

Preparedness / Response / Recovery Consultant IV

- Prepared and presented analysis of cost and schedule data for R&D and Manufacturing Programs, created Program Work Breakdown Structures, constructed Budget Baselines and produced Estimate To Complete / Estimate At Complete reporting

Lockheed Martin Systems Integration - Owego, NY
Cost Engineer
2007 - 2010

- Collected and analyzed data to produce and present quarterly reports on excess inventory, procurement and labor cost, and schedule variances
- Determined time-phased procurement and labor budgets based on Production Control schedules and customer need dates
- Produced, analyzed and presented monthly cost metrics to ensure production cost control and early warning of potential variances to plan
- Used Work in Process data to provide real-time estimate to complete, and estimate at complete for comparison to program funding.

Program Financial Control Analyst
2004 - 2007

- Developed and maintained budget baselines, time-phased cost estimates and work breakdown structures
- Collected and analyzed data, then prepared weekly presentations on program schedule and cost variance to plan, current and future staffing requirements, and funding availability. Coached Program Team on Earned Value management and reporting
- Developed estimate at complete reports to provide advance warning and risk mitigation for potential cost and schedule variances.

CONTACT

Apalachin, NY

(607) 341-8382



Steven Clark

Preparedness / Response / Recovery Consultant IV

Steve is an astute, results-focused disaster recovery professional with successful experience in all facets of emergency and disaster preparedness program planning, administration, and response on local, state, and federal levels.

CONTACT

Charlotte, NC

(850) 320-6108

EDUCATION

- BA, Florida A&M University, Tallahassee, FL
- IS-30. A: Mitigation eGrants for the Subgrant Applicant
- IS-100 Introduction to Incident Management System
- IS-200 Basic Incident Command System
- IS-212: Introduction to Unified Hazard Mitigation Assistance
- IS-230 Principles of Emergency Management,
- IS-235 Emergency Planning
- IS-253 Coordinating Environmental & Historic Preservation Compliance
- IS-292 Disaster Basics
- IS-322: Flood Mitigation Basics for Mitigation Staff
- IS-393.a Introduction to Hazard Mitigation
- IS-547 Introduction to Continuity of Operations
- IS-631 Public Assistance Operations I
- IS-632.a Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program

RELEVANT PROJECT EXPERIENCE

Hagerty Consulting - PA Project Mgr
Lee County
November 2022 - July 2023

- Managed Public Assistance Application process for the Lee County transit damages for FEMA PA program application.
- Assisted with the formulation and submittal of the FTA emergency grant application and supporting documentation.
- Worked closely with both FEMA Public Assistance and FTA regional support to prepare project worksheets, assess damages, identify mitigation opportunities, monitor repairs and structural improvements for post hurricane work.
- Assisted applicant with both program's project scopes, formulation, cost estimating, funding, and other programmatic and special considerations.

NYS Office of Emergency Management (DHSES)
Dack Consulting-Disaster Assistance Representative (DAR)
November 2021 - November 2022

- Represented New Y ork State agencies seeking reimbursement for CO VID Disaster Declaration (DR-NY-4480): Department of Health, Office of Mental Health, Office of People with Temporary Disabilities, and others.
- Closed out projects for Hurricane Sandy (DR-N Y -4085) and Hurricane Irene (DR-NY-4020) duties included reviewing documentation, auditing paperwork, and verifying final reimbursement accuracy for over 25 government/public agency applicants.
- Attained paperwork from applicants required for Small Projects related to Hurricanes Sandy (DR-NY-4085) and Irene (DR-NY-4020).

Dack Consulting-COVID-19 Emergency Management: Hospital Projects, St. Louis MS/ Washington D.C
2020 - February 2023

- Managed Public Assistance Application process for Co Vid-19 for FEM A and regional funding for cost related emergency protective measures conducted for hospitals.
- Liaised between applicant and the FEMA & Regional Representatives.
- Reviewed applications and back-up documents prior to submission on to the Grants Portal.

PDMG, DR#4428 Flooding, Somerset, KY
FEMA- Program Delivery Manager
2018 - 2019

- Assisted the applicant through the entire delivery process, including the Exploratory Call (EC), Recovery Scoping Meeting, and the Recovery Transition Meeting.
- Reviewed projects and wrote project descriptions for completed lane small and large projects before submitting to the CRC.



Steven Clark

Preparedness / Response / Recovery Consultant IV

CONTACT

Charlotte, NC

(850) 320-6108

EDUCATION

- IS-700 National Incident Management System (NIMS), An Introduction

RELEVANT PROJECT EXPERIENCE

DR#4393 Hurricane Florence, Pender County, NC
Tidal Basin-PA Recovery Project Manager
2018 - 2019

- Managed Projects for Pender County, Pender County School District, Pender County EMS and Fire, Jones County and City of Kinston, NC.
- Worked closely with FEMA Public Assistance specialist, formulated project
- worksheets, assessed damages, and identified mitigation opportunities.
- Reviewed contract documents for accuracy, completeness, and content and for compliance with governing laws, rules, regulation, and policies to ensure the inclusion of required information.
- Managed a data collection team and provided onsite FEMA Public Assistance policy training.

DR# 4339 Hurricane Maria, San Juan, PR
FEMA-TFL Communications/IT Sector
2018

- Conducted meetings with applicants to answer questions about the P A program and find what the applicant's significant needs were.
- Worked with Communications/I T sector staff and the applicant to develop PAAP/428 projects.
- Provided technical assistance if required for the project.
- Reviewed PAAP/428 projects for compliance with laws, regulations, and FEMA policies.
- Discussed special considerations such as insurance, and floodplain management issues.
- Ensured that the applicant's case management file is maintained.

DR#4337 Hurricane Irma, Orlando, FL
FEMA-Program Delivery Manager
2018

- Point of contract for several Applicants that provided customer service and guidance throughout the grant process.
- Guided applicants through the entire delivery process, including the Exploratory Call (EC), Recovery Scoping Meeting, and the Recovery Transition Meeting.
- Reviewed and evaluated projects data that needed to be completed from prior disasters before submittal to the Consolidated Recovery Center (CRC).
- Developed project descriptions for projects that were being submitted to the CRC.

DR#4305/4308 California Floods, Pasadena, CA
FEMA-Site Inspector Team Lead
2017

- Provided customer service and guidance throughout the grant process for applicants.
- Assisted the Applicant through the entire delivery process, including the Exploratory Call (EC), Recovery Scoping Meeting, and the Recovery Transition Meeting.



Steven Clark

Preparedness / Response / Recovery Consultant IV

CONTACT

Charlotte, NC

(850) 320-6108

- Reviewed and corrected remaining project sheets from prior disasters that needed to be completed before submittal to the Consolidated Recovery Center (CRC).
- Wrote project descriptions for completed lane small and large projects before submitting to the CRC.

DR#4286 Hurricane Mathew, Jasper County, SC
Tidal Basin-PA Project Manager
2016 - 2017

- Worked closely with FEMA Public Assistance Specialist to prepare project worksheets, assess damages, identify mitigation opportunities, monitor repairs and structural improvements for post hurricane work.
- Assisted applicants with project scope, formulation, cost estimating, funding,
- and other programmatic and special considerations.
- Reviewed contract documents for accuracy, completeness, and content and for compliance with governing laws, rules, regulation, and policies.

DR#2124, Harris, IA
ER Assist-Technical Coordinator/Field Supervisor
2016

- Supervised all the onsite USDA contractors and subcontractors.
- Conducted the QA/QC process of contractor provided documentation for submission prior to invoicing.

DR#4241 Floods, South Carolina (DOT)
Thompson-PA Project Manager
2015 - 2016

- Masterfully supported communities in recovering from devastating effects of disaster in providing technical assistance and financial grants in an efficient, effective, consistent and customer friendly manner.
- Played a key role in facilitating the implementation of federally funded Public Assistance grant programs.
- Assisted applicant with project scope, formulation, cost estimating, funding, and other programmatic and special considerations.
- Coordinated with Public Assistance (PA) management in administering and overseeing PA projects and activities.

DR#4166 Ice Storm, South Carolina (DOT)
Thompson-PA Lead Consultant
2014 - 2015

- Established partnerships with FEMA, State and applicant and assisted in the advisory capacity for eligibility review and determination on debris issues.
- Served as a liaison in state applicant briefings with county administrators.
- Reviewed category A debris project worksheets and contracts between municipalities and construction companies.
- Coordinated with PA in administering and overseeing projects and activities.

Adjusters International
PA Audit Closeout Team Lead
2013 - 2014

- Conducted direct interface with public officials, including local government, state, public non-profits, health, education, and other officials representing



Steven Clark

Preparedness / Response / Recovery Consultant IV

CONTACT

Charlotte, NC

(850) 320-6108

public institutions.
- Served as a liaison between the N Y State/DHSES D AOs and the D ARs.
- Maintained disaster financial status, quarterly and state reports.
- Reconciled and balanced funds in response to discrepancies.

DR#4085 Hurricane Sandy, New York, NY
Adjusters International-Team Lead
2012 - 2013
- Authored and reviewed Project Worksheets of all Categories worth over $200M.
- Provided effective leadership, supervision, and guidance to six project specialists in administering PA projects and activities.
- Provide support between municipalities in Suffolk & Nassau County to review eligibility.
- Conduct visits to all temporary debris storage and reduction sites/landfills.

Division of Emergency Management, South Florida
Scion-PA Coordinator/Technical Writer Contractor
2008 - 2012
- Reviewed grant applications for the following Hurricanes: Wilma and Rita for feasibility.
- Developed cost allocation tables for project funding in declared counties.
- Provided all closeout documentation to the State of Florida and the FEMA joint closeout team for final review.
- Assisted in writing FEMA closeout FRR for Palm Beach and Broward Counties.



Katie Duskin, CFM

Preparedness / Response / Recovery Consultant III

Ms. Duskin specializes in programmatic support and funding for post-disaster hazard mitigation. She has five years of experience supporting FEMA's RiskMAP program, and is an expert in benefit cost analyses, hazard mitigation and resilience planning, grant management, and grant application development. She is a graduate of the Yale School of the Environment with a Master of Environmental Management, which included a focus in urban planning, climate change adaptation, and resilience. Ms. Duskin has written benefit cost analyses and grant applications for over 35 successful project applications to FEMA's Hazard Mitigation Assistance programs. She is passionate about developing innovative benefit cost analysis methodologies for new project types and has served as a contractor answering inquiries for the FEMA Benefit Cost Analysis Helpline.

Education/Qualifications

- Master of Environmental Management, Yale School of Forestry and Environmental Studies, 2018
- BS, Biology and Environmental Studies, Furman University, 2015

Years of Experience

Total – 6
With Arcadis – 5

Professional Registration/ Certifications

- Certified Floodplain Manager (CFM)

Relevant Experience

Hazard Mitigation Technical Assistance
District of Columbia Homeland Security and Emergency Management Agency (HSEMA), Washington, D.C.

Led technical assistance for the HSEMA hazard mitigation program. Worked with various District agencies to identify eligible projects for FEMA Hazard Mitigation Assistance (HMA) grant programs. Developed 15 grant applications and benefit cost analyses for the Hazard Mitigation Grant Program (HMGP – DR 4502) and Building Resilient Infrastructure and Communities (BRIC) program. Developed two FY20 BRIC grant applications and benefit-cost analyses, which were awarded a total of $38 million in the national competition. Created a framework and guidance to set up the STORM Act revolving fund in the District. Developed decision-support materials, including GIS analyses, to refine projects for future funding with the goal of building a pipeline for mitigation projects in the District.

Benefit Cost Analysis Development
District of Columbia Homeland Security and Emergency Management Agency (HSEMA), Washington, D.C.

Led the development of BCAs for two successful grant applications on behalf of HSEMA, which were awarded under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. The projects included the installation of a microgrid to protect several critical facilities, including a hospital and a 911 call center, from power outages, and a green infrastructure and stormwater storage project to mitigate flooding in an area containing a police station, several public buildings and socially vulnerable populations.

FEMA Grant Application Development and Grant Management
District of Columbia Water and Sewer Authority (DC Water), Washington, DC

Leads ongoing grant management support for DC Water and leads the development of grant applications and BCAs to FEMA HMA programs each year. One recent successful application was for the design and construction of a floodwall around the Blue Plains Advanced Wastewater Treatment Plant, which was awarded $20 million under FEMA's BRIC program. Other successful projects include hardening critical infrastructure against flood hazard and power loss for potable water and wastewater treatment and conveyance systems.

Infrastructure Protection and Benefit Cost Analysis
Michigan Department of Transportation, MI

Led the development of BCAs for five sites at high risk of long-term inundation and erosion on the coast of Michigan. Michigan Department of Transportation sites were prioritized based on high traffic volumes, high hazard risk and historic damages. BCAs were based on historic depth and duration analyses as well as future planning scenarios, and used a combination of USACE, Federal Highway Administration and Federal Emergency Management Agency methodologies. BCAs were used to compare cost-effectiveness for various mitigation options at each site.



Jamie McMillan, CFM

Preparedness / Response / Recovery Consultant III

Jamie McMillan is a results-driven funding expert with a demonstrated history of securing substantial funding for diverse projects. She excels in identifying funding opportunities, developing compelling grant proposals, and crafting comprehensive funding strategies in collaboration with her clients. Jamie's exceptional analytical, strategic, and communication skills, alongside her proficient project management abilities, consistently lead to project success. Her unique blend of institutional knowledge in natural resource management and resiliency planning, combined with technical expertise, enables her to deliver tailored, high-quality solutions to meet her clients' specific needs.

Education/Qualifications

- MS, Planning, Florida State University, 2019
- BS, Environmental Studies, Florida State University, 2016

Years of Experience

Total – 6
With Arcadis – 6

Professional Registration/ Certifications

- Certified Floodplain Manager (CFM)

Relevant Experience

Easy Valley Water District Funding & Grant Management
East Valley Water District, CA

Leads FEMA Grant Administration, grant closeout, grant application development, policy evaluation, cost-benefit analyses, and monitoring of new funding sources for East Valley Water District (EVWD) wastewater, water quality, and hazard mitigation projects. Provides monthly updates to client regarding upcoming funding opportunities and generates funding strategies based on prioritized projects. Oversees grant management and serves as a primary point of contact to FEMA and the California Governor's Office of Emergency Services (CalOES) for all hazard mitigation projects.

Hazard Mitigation Technical Assistance
District of Columbia Homeland Security and Emergency Management Agency (HSEMA), Washington, DC

Leads Technical Assistance and Program Management Support for awarded projects through the HSEMA hazard mitigation program. Works with District agencies to manage Hazard Mitigation Assistance (HMA) projects and ensure FEMA compliance. Meets with FEMA Region 3 to discuss project progress, facilitate discuss solutions, and promote methodologies for project implementation to follow both FEMA and District regulatory requirements. Other responsibilities include navigating procurement regulations (2 C.F.R. §200), developing project amendments, responding to requests for information on behalf of subrecipients, developing marketing materials to showcase District success stories, and creating innovative methods to communicate risk to hazards.

Public Assistance Program Management
Florida Division of Emergency Management, Tallahassee, FL

Delivered program management and technical assistance to applicants regarding the process, procedures, and requirements of the FEMA's Public Assistance Program for Hurricane Michael (disaster declaration DR-4399). Served as a point of contact for subrecipients, assesses project eligibility prior to obligation, and validates requests for reimbursement.

Federal Highway Administration Grant Services
Tennessee Department of Transportation, TN

Provided program management support to the Tennessee Department of Transportation regarding the Federal Highway Administration's (FHWA) Emergency Relief program. Grant services include compile data and funding reports for FHWA review, quality assurance and control, produce approximate capital cost alternatives for implementation, and assist with project management.

Hazard Mitigation Plan Update
East Valley Water District, CA

Provided planning technical expertise to update the East Valley Water District (District) Hazard Mitigation Plan. Primary tasks included create a community profile to reflect the demographic and economic status of the District's service population, assess relevant Local and State mitigation plans and incorporate aligning objectives, integrate risk profiles and hazard summaries to identify threats to the District, and ensure consistency with other concurrent District plan updates.



Terrence Walker

Preparedness / Response / Recovery Consultant III

Analytical, innovative, and highly motivated insurance catastrophe adjustment leader with 11 years, 4 for EBS, of experience, extensive experience investigating insurance claims, and progressive experience in the development and oversight of academic programs, policies, and initiatives to promote student growth and achievement. Organize the dispatch of adjusters to collect relevant details and photos for open claims. Accomplished in varied insurance products covering property damage and liability claims. Collaborative communicator continually focused on building and strengthening relationships.

RELEVANT PROJECT EXPERIENCE

ALLIED PREP TECHNICAL INSTITUTE

School Campus President

2013 - 2019

Led the development and direction of multiple programs, activities, and campus initiatives for the brand-new school. Supervise campus staff to maintain proper staffing levels and training to perform work duties efficiently. Developed assessment tools for all school programs. Review school finances, including budget development, cost reviews, and productivity audits. Ensures campus compliance with daily operations with required school, state, and federal requirements. Prepare required reports for compliance reporting to officials. Train staff on classroom instruction and student engagement to promote success. Assist unemployment centers and high school students in educating them on available program opportunities.

Selected Contributions:

- Met staffing goals through leveraging tools like indeed.com and effectively managed budget expenses versus revenue while optimizing profitability to meet business goals.
- Navigated HR issues through the associate handbook and external support to efficiently resolve issues.
- Researched and analyzed business processes and procedures and implemented solutions that yielded significant results.

Wardlaw Claims Service, Waco, TX,

Claims Supervisor

2021 - 2022

Design and execute various policies and procedures for claims. Coordinate evaluation of all business units associate claims. Provide services across different business requirements and ensure optimal management of claims. Investigate all issues related to claims. Assess effectiveness of current programs in order to provide support to all claim file reviews and manage all payment cycle to ensure compliance with all contract requirements. Manage 30 team members working daily and supplemental claims. Selected Contributions:

- Manage escalation calls from insured through detailed evaluations and resolutions.
- Headed implementation of process to improve efficiency of operations.
- Provided assistance with Mediation for claims submitted to Department of Insurance.

Elite Business Strategies, Educate Vaccinate Virginia (FEMA-DR-4512-VA)

County Lead

3/2021 - 6/2021

Preside over a crew of 65 team members, delegate tasks, and motivate employees to perform health services on behalf of the community. Liaise with local officials from government offices, FEMA, and Virginia Department of

CONTACT

Biloxi, MS 39532

(850) 320-6108

Walkerterrence101@gmail.com

EDUCATION

South East College, Metairie, LA
Bachelors of Arts in Occupational Studies in Business Management

HIGHLIGHTS

Pharmacy Technician (PTCB), Pharmacy Technician Certification Board Medical Coding (CPC), AAPC Independent Insurance Adjuster License:
Louisiana, Texas, Florida, Oklahoma, South Carolina, North Carolina, Mississippi, Kentucky, West Virginia, Indiana, Minnesota, Michigan, Delaware, New York, Hawaii, Alabama, Georgia, Basic Life Support Certification Louisiana Department of Insurance Life License, Mississippi Department of Insurance Life, License State Farm Fire & Auto



Terrence Walker

Preparedness / Response / Recovery Consultant III

Health to offer an update on local COVID-19 vaccinations. Collaborate with emergency management coordinators, civic leaders, and delegates to drive the mission of vaccination with accuracy and efficiency. Contribute to the formulation and execution of the plan expand vaccination efforts across the state of Virginia.

Alacrity Solution
Catastrophe Adjuster Claims Manager
2015 - 2021

Managed varied claims covering property and liability insurance. Oversaw wide ranging insurance scenarios including building damage, personal injury, and motor vehicle accidents. Investigated policyholder claims and ensured proper processing and payments. Interviewed involved parties to substantiate claim information. Performed property inspections to determine and verify damages. Assigned adjusters to gather required photographs, document claim, and upload claim information. Conducted investigation to determine coverage, complete the claims process, negotiated claim settlements or recommended litigation if settlement cannot be arranged.

Small Business Administration Biloxi, MS
Disaster Recovery Specialist
2020 - 10/2020

Leverage superior communication skills while addressing and mitigating customer concerns either by email, phone call, or by writing responses to inquiries received through SBA's disaster customer service mailbox. Support loan borrowers by completing closing documents and responding to questions related to loan closing and disbursement process. Utilize on-line payment processing tools to accept payments from borrower.

DEMSI - FEMA
Telework Project Manager
2019 - 2020

Delivered unprecedented program management to improve public assistance grant funding, optimize site inspections, and coordinate information requests. Outlined disaster recovery plans and served as the primary point of contact for applicants affected by presidentially declared events. Engaged strategically with applicants to resolve problem issues and mitigate operational risks. Contributed to navigation of grant application process and served as customer relations contact. Reviewed disaster recovery profiles and tracked project progress through the new program delivery model. Applied investigative techniques and engineering practices to improve disaster recovery.

CONTACT

Biloxi, MS 39532

(850) 320-6108

Walkerterrence101@gmail.com

HIGHLIGHTS

TECHNICAL EXPERIENCE

Pharmacy Technician (PTCB), Pharmacy
Technician Certification Board
Medical
Coding (CPC), AAPC
Independent Insurance Adjuster License:
Louisiana, Texas, Florida, Oklahoma,
South Carolina, North Carolina, Mississippi, Kentucky, West Virginia,
Indiana, Minnesota, Michigan, Delaware,
New York, Hawaii, Alabama, Georgia
Basic Life Support Certification
Louisiana
Department of Insurance Life License
Mississippi Department of Insurance Life
License State Farm Fire & Auto

Charles E. Dabney, CPA, AEP

Preparedness / Response / Recovery Consultant III

Charles is a senior analyst focusing on compliance within the FEMA Public Assistance Funds related to the recovery and financial reimbursement processes. He is able to leverage his experience with CDBG-DR, HUD block grants, Certified Public Accountant (CPA) certification, and Associate Estimating Professional (AEP) certification to maximize financial compensation for his clients while mitigating risk.

Technical Experience
Charles Dabney is a consultant with over 10 years of experience in HUD CDBG-DR, FEMA PA, and accounting. He specializes in disaster recovery related consulting. Charles has experience in FEMA PA and CDBG-DR. He has performed financial reviews and audits on various HUD Community Disaster Block Grant-Disaster Recovery (CDBG-DR) and FEMA Public Assistance (PA) projects.

Functional Experience
Charles is currently focused on reviewing procurement, project scope of work, and conducting meetings on the FEMA Public Assistance Program with various applicants recovering from COVID-19. He is a reimbursement and loan specialist with in-depth experience in financial analysis, procurement, project scope of work and documentation reviews, as well as financial reconciliation. Charles regularly prepares detailed meeting agendas, prepares training materials, and shares FEMA fact sheets, to help guide applicants through the FEMA PA program and gather the appropriate documentation for reimbursement. Charles conducts meetings to discuss all the correct supporting documentation to maximize reimbursement for applicants in the core cost types for FEMA reimbursement: Force Account Labor, Force Account Equipment, Force Account Materials, Contract Cost, Rental Leases, and Procurement of Vendors.

RELEVANT PROJECT EXPERIENCE

Tidal Basin Group, Poughkeepsie, NY
Public Assistance Project Lead (COVID-19 New York)
May 2020 - Present
Provides technical assistance for the FEMA regulations associated with the Public Assistance program for COVID-19 recovery. Interacts and conducts meetings with all levels of government, field personnel, etc., and shows executive presence, and strong verbal and written communication skills.

Deloitte, Houston, TX
Advisory Senior Project Delivery Analyst
November 2018 – May 2020
Charles performed FEMA PA compliance financial reviews on reimbursement requests, project worksheets (FEMA PWs) invoicing and supporting documentation for cost eligibility and to confirm compliance with FEMA regulations, 2 CFR 200, and 44 CFR. In addition, he performed compliance review procedures following costs categories of the FEMA PA program: contract costing, procurement, force account labor, force account equipment, force account materials, and force account equipment. He also provides program level final financial compliance review and Quality Assurance testing to mitigate risk of de-obligation of federal funds. After completion of his reviews, he sent notification letters to applicants (including PNPs), which detail eligible, ineligible, and eligible later (exceeds FEMA Form 90/91 obligated total amount) costs. He conducted meetings with applicants to discuss his more complex completed financial reviews.

CONTACT

Houston, TX

(225) 281-4162

EDUCATION

- MS, in Accounting (completed: April 2009), University of Phoenix — Phoenix, AZ
- BS, in Finance (completed: May 2005) — Summa Cum Laude 3.95 GPA
- Southeastern Louisiana University — Hammond, LA
- Certified Public Accountant (CPA), State of Louisiana, (completed: July 2012), License #: 27019
- Certified Public Accountant (CPA), State of Texas, (completed: April 2020), License #: 117097
- Associate Estimating Professional (AEP), American Society of Professional Estimators, License #: 202007A0020 (completed: July 2020)

HIGHLIGHTS

PROFESSIONAL LICENSE OR CERTIFICATION

- IS-1000, IS-1001, IS-1002, IS-1003, IS-1004, IS-1005, IS-1006, IS-1007, IS-1008, IS-1009, IS-1010, IS-1011, IS-1012, IS-1013, IS-

Charles E. Dabney, CPA, AEP

Preparedness / Response / Recovery Consultant III

CONTACT

Houston, TX

(225) 281-4162

EDUCATION

1014, IS-1015, IS-1016, IS-1017, IS-1018, IS-1019, IS-1020, IS-1021, IS-1022, IS-1023, IS-1024, IS-1025, IS-1026, IS-1027

- Checkpoint Learning: Grants Management-CPGRNT, Governmental Financial Reporting-CPGRPT, GASB Statement No. 54 – Fund Balance Reporting and Governmental Fund, Overview of Governmental Accounting, and Yellow Book and Single Audit Deficiencies-CLSNGA
- SmartsPros Keepsmart: Single Audits: Combating Deficiencies
- Construction Experts, Inc: 103 Construction Blueprint Reading, Spring 2021

PROFESSIONAL SKILLS

- Experienced in EMMIE, Grants Portal
- SharePoint
- Adobe Professional
- e-Grants
- Grants Management System (GMS) and Microsoft Office

RELEVANT PROJECT EXPERIENCE

Florida Disaster Consultants, Albany, NY
Auditor (Sub-contractor) – Emergency Management Assistance Compact (EMAC) Project
August 2018 – November 2018
Charles audited reimbursement REQ-As, invoices, and supporting documentation for completeness, and ensured expenses and supporting documentation complied with standard accounting practices as well as the various costing categories and estimations in the corresponding REQ-As. He also audited various categories typical of EMAC and FEMA missions including personnel salary, air travel, ground transportation, lodging, meals, equipment, commodities, and other associated costs such as equipment depreciation and insurance coverages.

Innovative Emergency Management, Baton Rouge, LA
Financial Analyst – Restore Louisiana Project
November 2017 – August 2018
He provided quality assurance and quality control review of the CDBG-DR funding allocation and reimbursement for the Restore LA Homeowner Assistance Program. Charles conducted payment requisition recalculations and award calculations for program grantees and sub-grantees to ensure accuracy of the final award grant letters in accordance with the State's programmatic policies.

Postlethwaite & Netterville, Baton Rouge, LA
Senior Auditor
March 2014
Charles conducted the FEMA PA portion of the single audit for the city of Baton Rouge (Hurricane Isaac).

Gov. Office of Homeland Security & Emergency Prep. LA, Baton Rouge, LA
Compliance Analyst
August 2008 – March 2009
Performed sub-recipient monitoring with OMB A-133 desk reviews, site visits, quarterly reporting, and risk assessment to ensure compliance with FEMA and other federal guidelines for the FEMA PA Program.

COMPLETE EMPLOYMENT HISTORY

- Tidal Basin Group: 2020-present
- Deloitte: 2018 – 2020
- Florida Disaster Consultants: 2018
- Innovative Emergency Management (IEM): 2017-2018
- Capital One Bank: 2014-2017
- Postlethwaite & Netterville: 2009-2014
- GOHSEP: 2008-2009



Madison Teeter, CFM

Preparedness / Response / Recovery Consultant II

Ms. Teeter specializes in collaborating with stakeholders to formulate program and policy solutions for their community's climate change impacts, particularly those caused by stormwater and coastal flooding. With a special emphasis on nature-based solutions, Madison identifies strategies state, regional, and local governments can incorporate into long-term planning initiatives that serve as both adaptive and mitigation solutions. She also has extensive experience in communicating complex environmental policies, programs, and research to a wide range of stakeholders, ensuring successful project outcomes by creating effective tailored messages.

Education/Qualifications

- MS, Climate Change & Society, NC State University, Raleigh, NC, 2020
- BS, Political Science, NC State University, Raleigh, NC, 2019

Years of Experience

Total – 4
With Arcadis – 1

Professional Registration/ Certifications

- Certified Floodplain Manager

Relevant Experience

Portsmouth Flood Resilience Strategy
City of Portsmouth, VA

Coordinated with City of Portsmouth staff to develop the City's first Flood Resilience Strategy report. Presented flood resilience policy and programs to city stakeholders based on the community's unique flood risks to incorporate into the city's long-term resilience strategy. Collaborated with team members to ensure the best available data and equitable considerations were included throughout the report. Portsmouth will use the report as a living document to direct future flood resilience decisions.

Community Flood Preparedness Fund Outreach
Wetlands Watch, VA

Conducted statewide outreach on the Commonwealth's new flood resilience funding program, the Community Flood Preparedness Fund (CFPF). The CFPF serves as the first funding source of its kind that provides financial resources to Virginia communities for flood resilience capacity building, planning, studies, and on-the-ground projects. Provided technical assistance for applying to the program to both local and regional government bodies.

Wetlands Migration Planning
Wetlands Watch, VA

Assisted in coordinating the Wetlands Migration Planning initiative as the Flood Risk Project Manager at Wetlands Watch. The goal of the program is to encourage communities to consider the long-term viability of their natural shorelines by implementing various managed retreat approaches. Specifically, this included coordinating with the cities of Chesapeake and Norfolk in developing long-term strategic relocation plans and strategies for their communities.

North Carolina NNBF Needs Assessment
Wetlands Watch, APNEP, NC

Lead an outreach effort in partnership with the Albemarle-Pamlico National Estuary Partnership (APNEP) to gain valuable insight on the feasibility of implementing various nature-based solution resources in North Carolina. Listening sessions were held with local, regional, and state government staff, non-profit organizations, and academic institutions to identify how they would go about implementing and utilizing these solutions into their current efforts. This project included creating a draft comprehensive database of projects, reports, and funding sources that could be utilized to continue this project into the future.

Coastal Resilience & Trees Fund
Wetlands Watch, Virginia Outdoors Fund, VA

Co-coordinated the development of Wetlands Watch's first grant funding program, the Coastal Resilience and Trees Fund. The program provides small-scale grants to Virginia coastal localities to design, install, and maintain nature-based solutions in their communities. This project included creating a grant application, scoring criteria and review process, and grant reporting process. Prior to creating these documents, a comprehensive needs assessment was conducted in the region to inform both the grant program's funding priorities and to ensure ease of access to applying for the funds.

iParametrics

TERESSA COOPER

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT II

EDUCATION

- BS, Business Management, University of Phoenix

CERTIFICATIONS

- FEMA Badge 760832251O; Expires 11/16/2025

TRAINING

- IS-1000: Public Assistance Program/Eligibility
- IS-1001: The PA Delivery Model
- IS-1007: Detailed Damage Description and Dimensions
- IS-1018: Determination Memos and Appeals

Teressa Cooper is a seasoned professional in emergency management and disaster recovery, with extensive experience supporting FEMA's disaster response and recovery operations. She has been instrumental in developing Project Worksheets (PWs), Damage Descriptions and Dimensions (DDDs), and Scopes of Work (SOW), as well as drafting Hazard Mitigation Grant Proposals. Teressa's skills include conducting detailed site inspections, evaluating damages, and determining eligibility for FEMA funding using tools like RS Means and CostWorks. Her expertise ensures precise cost estimates and effective recovery processes, demonstrating her dedication to resilience and efficient disaster recovery.

EXPERIENCE

FEMA SME Senior Logistics Supply Chain Manager **10/2017 – 10/2018**
Disaster Recovery Specialist/Transportation Analyst (DR-4021, DR-4035, DR-4039)
TEKsystems, New Jersey

- Deployed to Joint Field Offices (JFOs) to assess damage to public facilities, including infrastructure such as hospitals, police stations, and educational buildings, determining eligibility for FEMA funding.
- Documented damages in accordance with FEMA policies and procedures, recommending repairs and developing Project Worksheets (PWs), Damage Descriptions and Dimensions (DDDs), and Scopes of Work (SOW).
- Conducted estimates using RS Means, CostWorks, and FEMA's Cost Estimating Format, ensuring accurate budget projections for recovery projects.
- Developed Hazard Mitigation Grant Proposals and provided guidance on compliance issues, maintaining regular communication with FEMA, local governments, and contractors.
- Supervised warehouse operations and utilized database management systems (DBMS) and enterprise resource planning (ERP) tools to streamline processes for FEMA's disaster preparedness/readiness and recovery operation.

DISASTERS

- DR-4039 NJ – Tropical Storm Lee
- DR-4035 NJ – Severe Storm and Flooding
- DR-4021 NJ – Hurricane Irene

iParametrics

CHARLES CLAY

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT II

EDUCATION

- Computer Science | Mcneese State University
- Computer Information Technology | Sowela Technical College
- Criminal Justice I Grantham University

TRAINING

- OSHA 30
- CQM-C Certified
- FEMA EM - Debris Operations, Emergency Management Institute
- Xactimate Level I Certified Fiscal Law, 2017
- ARNG Marketing & Advertising Course, 2014
- Senior Leader Course, 2008
- IS-00100.c Introduction to Incident Command System, ICS- 100
- Recruiting & Retention NCO Course
- Basic Noncommissioned Officer Course 1995

Charles Clay is a seasoned professional with over 20 years of experience in construction management, specializing in disaster recovery and emergency management. His expertise spans federal and commercial projects, with a notable focus on FEMA disaster recovery operations. Charles has managed complex recovery efforts, including damage assessment, grant operations, and coordination of volunteer resources for severe storms and hurricanes. His background in the U.S. Army and the Louisiana Army National Guard has further refined his skills in project management, regulatory compliance, and leading multidisciplinary teams to ensure effective disaster response and recovery.

EXPERIENCE

Engineering Technician Supervisor **09/2023 – Present**

AECOM

- QA, assess and manage projects for NAVFAC
- Supervised 12 Engineering Technicians
- Ensure materials are installed as per manufacturers' specifications and meet NAVFAC requirements
- Review Activity Hazard Analysis (AHA) for new features of work and ensure initial and preparatory meetings are properly conducted

Superintendent **01/2023 - 09/2023**

ALLCO, LLC.

- Oversaw New construction from the ground up for 25 houses on a Military Instillation (Camp Beauregard) for HUD housing
- Managed sub-contractors to ensure all work is performed in accordance with plans and specs
- Ensured materials met the requirements of the owner

Project Manager **04/2021 - 01/2022**

SafeworkCM

- Kentucky Severe Storms managed recovery and grant operations, tracking hours for employees, volunteers, and their equipment, assisted in creating the damage inventory, managed the demolition of unsafe structures, coordinated and scheduled volunteer agencies and personnel coming to assist and organize the volunteers to maximize the recovery efforts
- Responsible for Field Operations of recovery and grant management operations for numerous local and Parish level applicant clients impacted by the 2020 Disasters declared for Hurricanes Laura and Delta
- Clients included the Jefferson Davis Parish School Board, the City of Oakdale, the Parish of Acadia, the Town of Kinder, the Village of Reeves and numerous other applicant entities

CHARLES CLAY CONT.

Inspector III **07/2020 - 10/2020**

Mato Construction, LLC

- Inspected residential properties for the Iowa Disaster Recovery Program
- Developed Scopes of Work and drawings using Xactimate
- Construction management produced progress inspections and reports, QA/QC

Inspector III **10/2019 - 03/2020**

Landmark Consutling, LLC

- Inspected residential properties for the CDBG Disaster Recovery Program
- Researched FEMA, HUD, Federal, and Local regulations to ensure work meets Federal and Local code requirements
- Developed Scopes of Work and drawings using Xactimate
- Construction management produced progress inspections and reports, QA/QC

Compliance Analyst, Quality Control, Quality Assurance **03/2018 - 10/2019**

Plexos Group

- Developed and implemented an internal QA program for QC
- Researched FEMA, Federal, and Local regulations
- Developed forms as needed to enhance the productivity of the program and ensure compliance
- Developed Policies and Procedures to meet the intent of the FEMA program
- Quality Control for initial site visits and final site visits
- Quality Assurance for Quality Control
- Developed and implemented Compliance Plan
- Developed Closeout process
- Advised project managers on compliance issues
- USVI STEP program
- North Carolina STEP Program

JOHN M. WOOD, SR.

Preparedness / Response / Recovery Consultant II

John Wood has been serving as the AHIMTA Type III Finance and Admin Section Chief for the New York State Incident Management Team since 2015 and is also a current member of the New York State Instructor Cadre. With 20 years of emergency management experience across local, county, and state levels, he has fulfilled roles in all Command and General Staff positions in both Incident Command Posts and Emergency Operations Centers. Certified by FEMA and New York State, John is qualified to instruct on various critical topics, including Type III FSC (973), the Incident Command System (all levels), and other key emergency management and National Incident Management System (NIMS) courses. Additionally, he retired as a Deputy Sheriff/Sergeant with 22 years of law enforcement experience, the last eight of which were spent as the agency's Emergency Manager and Counter-Terrorism Specialist. He also co-founded and served as Administrative Officer of the Orange County Incident Management Team. Since 2009, he has owned and operated John Wood Management Consulting and Training. Notably, as a Disaster Recovery Specialist representing New York State following Hurricane Sandy (2012–2014), he managed Public Assistance applications and helped secure over $50 million in recovery funds for various applicants

CONTACT

Bloomingburg, NY

(845) 741-9196

EDUCATION

- NYS Division of Criminal Justice Services General topics Instructor since 1994
- The Office of Domestic Preparedness/ Louisiana State University for "Emergency Response to Domestic Biological Incidents – Operations Level" instructor
- International Association of Fire Fighters for "Emergency Response to Terrorism Operations" instructor
- Risk and Threat Assessment Instructor
- FEMA Incident Management System Curriculum I-100 to I-400; ICS-402 and G-191. (L449) since 2008 instructor
- "Preparing Communities for Agro terrorism" instructor
- Exercise design and HSEEP
- FBI Post blast investigator 2003 to 2009
- WMD Incident Commander Course; Center for Domestic Preparedness 2005
- Operations Section Chief (S-430) 2008
- Logistics Section Chief (S-450) 2005

RELEVANT PROJECT EXPERIENCE

Self Employed Contract Consultant/Trainer
June 2009 - present

Orange County (NY) Health Department
Contract consultant
July 2015 - June 2021
Managed their volunteer Medical Reserve Corps. which includes: restructured the organization, created County compliant policies and procedures for its operations, expanded its mission from just supporting Points of Dispensing and supporting the county Emergency Operations Center too include; but not limited to: Non-emergency blood pressure screening, a Responder Rehabilitation unit and a mentorship program for younger members. Additionally I have develop and disseminate a quarterly newsletter, coordinate the units Facebook account, coordinate and deliver training on a monthly basis, coordinate deployments for emergencies and public education events and managed all unit records.

Orange County Emergency Services, Division of Emergency Management
Contract consultant
May 2009 - December 2014
tasked with creating and managing a "Disaster Preparedness Pubic Education Program" which included written materials on how to prepare and survive any disaster, live presentations to community groups and the management of the project grant funds. Additional tasking was to develop and manage a county level Incident Management Team which consisted of selecting, training and equipping a (24) member all-hazard team; the members of the team came from multiple agencies and companies. The team was designed and trained to function as an independent IMT supporting a single command, an Incident support team supporting a municipality and or an EOC support team filling multiple positions.

Adjusters International (Post Sandy)
Contractor "Disaster Assistance Representative"
2012 - 2014

NYS Emergency Management Office

JOHN M. WOOD, SR.

Preparedness / Response / Recovery Consultant II

"Disaster Assistance Representative"
2012
Conducting damage assessments.

ICS and Emergency Management to Indian Point Nuclear Plant and West Point Military Academy
Contract instructor/advisor
2009 to 2011

Orange County Sheriff's Office
Deputy Sheriff/Sergeant
1991 - 2009

CONTACT

Bloomingburg, NY

(845) 741-9196

EDUCATION

- FEMA All-Hazard Resource Until Leader 2010; All-Hazard Supply Unit Leader 2012; All-Hazard Finance Administrator Unit Leader 2012; All-Hazard Facilities Unit Leader 2014
- Planning Section Chief (S-440) 2012
- Finance and Administration Section Chief course (L-973) (FEMA) 2014
- NWCG Interagency Incident Business Management (S-260) 2016
- NWCG Applied Interagency Incident Business Management (S-261) 2016
- USFA Type 3 Incident Management Team Training (O305) 2017
- Graduate of the FEMA National Emergency Management Basic Academy 2019
- Certified instructor for FEMA/EMI National Emergency Management Basic Academy 2019
- Certified instructor for FEMA/EMI Type II FSC (973) 2021



Carol Rodriguez

Preparedness / Response / Recovery Consultant II

An accomplished community recovery professional with over nine years of experience working in Louisiana, Alabama, New York, Puerto Rico, Alaska and Virginia in a post-disaster capacity.

CONTACT

Chalmette, LA 70043

(850) 320-6108

EDUCATION

Nunez Community College
Chalmette, LA
Major: Early Childhood Education

Certification/License
Louisiana Licensed Producer
License #199726
Texas Adjusters License
FEMA Cleared through July 2025

HIGHLIGHTS

Core Qualifications

- Strong interpersonal skills
- Communication
- Detailed and accurate client record-keeping
- Able to multitask efficiently and effectively
- Problem Solving
- Certified ECE, Owned, Operated and Director of Heavens Lil Angels Preschool and Daycare.
- Planning, Scheduling,
- Louisiana State Licensed Class "A" childcare facility (Facility was destroyed during Hurricane Katrina)

Trainings Emergency Management

- IS-00100-Introduction to the Incident Command System.
- IS-00102-Preparing for
- Federal Disaster
- Operations

RELEVANT PROJECT EXPERIENCE

Civix (GCR)-Louisiana
Nov 2021- Present

Roles and Responsibilities: Covid-19 ERAP. Case Management Team Lead. QC documents submitted by tenants and landlords. Review and submit applications from case mangers to the State of Louisiana to get approved for funding. Review appeals for approval/deny.

Elite Business Strategies-Hampton, VA
March 2021-June 2021

Roles and Responsibilities: A Senior Lead for the Virginia Department Of Emergency Management with Education Vaccination and Outreach targeting vulnerable communities throughout the Commonwealth. Door to door communication with the community to educate on the importance of vaccinating for Covid-19.Set up clinics for the community to get vaccinated. Scheduled local hires to help with canvassing surrounding neighborhoods. Uploaded to Share Drive all activities including pictures from events and community interactions.

Hagerty Consulting-Louisiana ERAP
Feb 2021-March 2021

Roles and Responsibilities: A Case Manager for Rental Assistance for Louisiana applicants applying for a financial need. Verified information from applicants and landlords. Informed applicants and landlords qualifying documents that are needed to qualify for the ERAP.

Tidal Basin-Anchorage, Alaska
July 2019–Oct 2019
Earthquake-DR-4413

Roles and Responsibilities: As a HMGP 404 Specialist, I served as the Technical Assistant for the Applicant and Sub-applicant for the State of Alaska. I provided customer service and technical assistance to eachapplicant regarding their project/s through direct communication, site visits and regular meetings when necessary throughout the life of the project.

Horne, LLP-San Juan, Puerto
April 2019-May 2019
IRMA DR-4336 & Maria DR-4339

Roles and Responsibilities: Formatting Standard Operating Procedures for compliance with HUD in San Juan, Puerto Rico. Testing functionality in Canopy System. Grant management services for Puerto Rico Dept. of Housing.

Goodwyn Mills Cawood (GMC)Engineering-Andalusia, Alabama
Jan 2019-April 2019
Hurricane Michael DR-4399 & 4406

Roles and Responsibilities: As a contractor under GMC Engineering, I served as Auditor and verified emergency measures/temporary repairs (Cat B & Cat F) for PowerSouth Electric Cooperative. PA closeout specialist, QA/QC documents to closeout files for counties in Alabama and Florida for eligibility and reimbursement



Carol Rodriguez

CONTACT

Chalmette, LA 70043

(850) 320-6108

HIGHLIGHTS

- IS-00120-An Introduction to Exercises
- IS-00212-Intro to Unified
- Hazard Mitigation
- Assistance
- IS-00230-Fundaments of Emergency management
- IS-00235-Emergency Planning
- IS-00240-Leadership and Influence
- IS-00253.a-Overview of FEMA Environmental and
- Historic Preservation
- Review Responsibilities
- IS-00321-Hurricane Mitigation Basics for Mitigation Staff
- IS-00558-Public Works and Disaster Recovery
- IS-00634-Introducytion to FEMA'S Public Assistant Program
- IS-00727-Floodplain Management and Protection of Wetlands
- IS-00841.a-Nemis HMGP System: Overview and Startup

Microsoft Office:

- Word,
- Outlook
- Excel
- Internet
- Explorer

RELEVANT PROJECT EXPERIENCE

from FEMA. Gathered documents for verification of time cards submitted for reimbursement. Auditor for employees and contractors daily log sheets for the State of Alabama for Emergency Protective Measures and Utilities for PowerSouth Electric Cooperative

Mel Malone, State Farm Insurance-Chalmette, LA
April 2017-Jan 2019)

Roles and Responsibilities: Licensed Insurance Producer, sales, service, quoting, underwriting and bank deposits

The Liro Group-Louisiana Shelter at Home Program (SAH)
Baton Rouge, LA
September 2016-December 2016
Flooding DR-4277

Roles and Responsibilities: I served as a Case Manager for applicants applying for the program. QA/QC documents for eligibility in accordance with the SAH program guidelines and the Sheltering and Temporary Essential Power (STEP) Pilot Program.

HMGP, New Orleans, LA (GCR-Contractor) GOHSEP
August 2014-April 2016
Hurricane Katrina DR-1603 and Hurricane Rita DR-1607

Roles and Responsibilities: As a Closeout/Recovery Specialist, I obtained and reviewed the required documentation to determine project completeness and readiness for closeout submission to GOSHEP and FEMA.

Adjusters International - Albany, NY
Dec 2013-Jan 2014
HMGP Specialist-(404) Hurricane Sandy DR-4085

Roles and Responsibilities: As a Hazard Mitigation Specialist I exercised independent judgment for Non-Profit organizations and business owners for FEMA grant funding. Serves as a subject matter expert in Public Assistance programs. Searching flood zones, non-hazard and hazard zones. Works with established processes, policies, and procedures pertaining to the FEMA and State recovery programs.

HMGP, New Orleans, LA (Sub-Contractor - Hammerman & Gainer Inc., HGI)
Jan 2013-Dec 2013

Roles and Responsibilities: In my role as Insurance Compliance and Verification Specialists I reviewed, investigated, approve/deny coverage for HMGP insurance requirements. I provided great customer service with HMGP applicants. Assisted applicants with their contractors and insurance claims. Reported altered COI from contractors and Insurance Agents to the State of Louisiana, Department of Justice Investigation Division and State of Louisiana Compliance Investigator Division of Fraud Services.

State Farm Insurance
Jan 1988-Jan 2013

Roles and Responsibilities: Top Life Insurance Producer. Met every goal and promotions. Underwriting and investigating applications for quality business. Excellent customer service, multi-lined households with insurance products for customer needs and affordability.



Angelia Lyons

Preparedness / Response / Recovery Consultant III

An accomplished community recovery professional with over seven years of experience working in Louisiana and Alaska in a post-disaster capacity on both (404) Hazard Mitigation and (406) Public Assistance projects.

CONTACT

New Orleans, LA 70119

(850) 320-6108

EDUCATION

Southern University at New Orleans
New Orleans, LA.
Bachelor's Degree
Major: Social Work

Delgado Community College
New Orleans, LA.
Associate Degree
Major: Funeral Service Education

Registrations/Certifications
Registered Social Worker License #6912, Louisiana State Board of Social Work Examiners

HIGHLIGHTS

Core Qualifications

- Strong interpersonal skills
- Advocacy for individual clients
- Communication
- Detailed and accurate client record-keeping
- Able to multitask efficiently and effectively
- Tolerance and Patience
- Problem Solving

Operating Systems

- WebHR
- HR Smart
- Vista

RELEVANT PROJECT EXPERIENCE

Elite Business Strategies-Hampton, VA
March 2021-June 2021

Roles and Responsibilities: A Senior Lead for the Virginia Department Of Emergency Management with Education Vaccination and Outreach targeting vulnerable communities throughout the Commonwealth. Door to door communication with the community to educate on the importance of vaccinating for Covid-19.Set up clinics for the community to get vaccinated. Scheduled local hires to help with canvassing surrounding neighborhoods. Uploaded to Share Drive all activities including pictures from events and community interactions.

Tidal Basin – Anchorage, Alaska
July 2019 – October 2019

Roles and Responsibilities: As a HMGP Specialist, I served as the Technical Assistant for the Applicant and Sub-applicant. I briefed applicants on the FEMA Hazard Mitigation Assistance programmatic requirements.

Department of Veterans Health Affairs – New Orleans, LA
August 2018–July 2019

Roles and Responsibilities: As a Human Resources Assistant, I advised, assisted, and processed enrollments, changes, and termination of participants in Federal Employee Health Benefits (FEHB), Federal Employee Group Life Insurance (FEGLI), and Thrift Savings Plan (TSP).

Louisiana Shelter at Home Program (SAH) - Baton Rouge, LA
September 2016-November 2016

Roles and Responsibilities: I served as Interim Department Head and Scheduler for SAH, where I oversaw the daily operations of the scheduling department and supervised 11 employees.

Hazard Mitigation Grant Program (HMGP) - New Orleans, LA
February 2011-April 2016

Roles and Responsibilities: Over my time at HMGP, I worked in several capacities. As a Closeout Specialist, I obtained and reviewed the required documentation to determine project completeness and readiness for closeout submission to GOSHEP and FEMA in addition to verifying cost reasonableness of projects. Managed and processed 338 grant payments for a net worth of $14,433.671.01.

ICF International (Road Home Program) - New Orleans, LA (July 2006 – May 2008)

Roles and Responsibilities: Served as a Housing Advisor with the Road Home, advising families through the full life cycle of the program. Coordinated the schedules of applicants for eligibility review and the resolution of eligibility issues, scanned confidential documents into the electronic filing system, performed preliminary and final calculations of all program options, and provided the client with a clear and concise presentation of options. Carried out various



CONTACT

New Orleans, LA 70119

(850) 320-6108

HIGHLIGHTS

- eOPF
- VetPro
- ScanPro
- e-Grants
- ATS (compatible to eOPF)
- JIRA
- PaperPort (compatible to ScanPro)
- SharePoint (compatible to e-Grants)

Microsoft Office:

- Word
- Outlook
- Excel
- Internet Explorer

Angelia Lyons

Preparedness / Response / Recovery Consultant III

RELEVANT PROJECT EXPERIENCE

audit checks on files to ensure accuracy before submitting to ensure compliance eligibility requirements and obtained and verified client income for approval or denial of the Community Development Block Grant (CDBG) loan. Additionally, I worked at the title company pulling, requesting, and obtaining documentation to prepare the client for the closing process. Offered post-closing advisory services and provided applicants with referrals for Crisis Counseling and other services through the Louisiana Spirit program.

Trainings

- IS-634 Introduction to FEMA'S Public Assistant Program
- IS-00920 FEMA Performance Management Program
- IS-00276 Benefit-Cost Analysis (BCA) Fundamentals
- IS-00020.16 Diversity Awareness Course 2016
- IS-00841.a NEMIS HMGP System Overview and Startup
- IS-00842.a Manage the HMGP Project Application in NEMIS-MT
- IS-01100.a Increase Cost of Compliance
- IS-00253a Overview of FEMA Environment and Historic Preservation Review Responsibilities
- IS-00727 Floodplain Management and Protection of Wetlands
- IS-346 An Orientation to Hazardous Materials for Medical Personnel
- Hazard Communication Basic (OSHA) Occupational Safety and Health Administration (OSHA)
- Family Risk Assessments
- Keeping it Confidential
- Managing Anger Part 1&2
- Interdisciplinary Ethics
- Dealing with Difficult People at Work and at Play
- SUPER BUG /Infection Control
- E-Verify Training
- (Automation/Paper)

Security Clearance

- Department of Homeland Security (FEMA)

Volunteer Services

- Celebration Church (Greeter)
- Veterans Administration Stand Down Event (2018)
- Veterans Administration Ladies Night Out Event (2019)



PAT WHITE, CFM

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT I

Patricia White is a veteran of emergency management with over 18 years of experience. She worked most of her career in the Volusia County Emergency Management Office as their Local Mitigation Strategy Coordinator. She also worked on the county's grant administration and coordination for their Hazard Mitigation Assistance Program and Flood Mitigation Assistance Program. After leaving the Volusia County Emergency Management Office, Patricia began working on various projects within the private sector, including developing Hazard Mitigation Grant Applications and CDBG-DR grant development for various entities.

EDUCATION

- BS, Organizational Management, Warner University

CERTIFICATIONS

- Certified Floodplain Manager

EXPERIENCE

- **Johns Hopkins All Children's Hospital – Hurricane Ian Recovery |** Supported the Johns Hopkins team through the recovery process, including the grant process for funding for overall recovery efforts from Hurricane Ian. The project supported the Main Hospital and five outpatient cancer centers stretching from Fort Myers to New Port Ritchey.
- **Portland Bureau of Emergency Management – Alert and Warning Support |** iParametrics analyzed the best practices for alert system implementation, including relationships with neighboring entities and counties and policies for the system's usage. We then created a program for implementing the alert system and materials to support communications of the alert program to the residents of the City of Portland and Multnohmah County. Lastly, we created training and exercises that all personnel could use to maintain alerting proficiency and the ability to send IPAWS alerts.
- **Voluntary Home Buy-Out Grant - Clay County (Case Manager) |** Responsible for managing several case files for the Clay County Voluntary Home Buyout Program. Worked to perform income verification and duplication of benefits analysis for applicants within the program.
- **Emergency Management - Volusia County (Grants Specialist) |** Worked as the Local Mitigation Strategy Coordinator and was responsible for the annual and 5-year plan updates. Coordinated quarterly working group meetings. Administer Hazard Mitigation Assistance Program. Coordinated the county's HMGP awards with FDEM from 8 separate disasters totaling over $40 million. Assisted in gathering information and answering technical questions in developing applications for the county and all eligible jurisdictions. Assisted in developing the Flood Mitigation Assistance Program Applicants and administered numerous elevations, acquisition, and demo-rebuild projects. Worked as the ESF 15 Liaison for Voluntary Agencies including Volunteer Florida and AmeriCorps Members. Worked during County EOC activations for 8 full activations and 64 total career activations.

DARRELL O. FLYTHE

Preparedness / Response / Recovery Consultant I

Excellent written and verbal communicator, critical and creative thinker, collaboration minded, proactive problem solver, performs well with minimal supervision, emotionally intelligent, adapts quickly to change and open to travel.

CONTACT

Framingham, MA

(541) 219-6934

EDUCATION

- BA, History Hampton University, Hampton, Virginia
- 57 business credits from Tidewater Community/ Middlesex County and Tarrant County Colleges

PROFESSIONAL SKILLS

- MS Office Suite
- MS Teams
- Zoom
- MS Visio
- MS Project
- SAP
- Concur
- OSHA 500-Trainer Course for Construction Industry-2013
- Six Sigma Green Belt-2013
- Army Logistics University-2011

RELEVANT PROJECT EXPERIENCE

FEMA
Logistics Management Specialist (GS-12)
August 2021-Present
Provides specialized technical advice and support to FEMA regional employees, Incident Management Assistance Teams (IMATs) and States, Tribes and Territorial organizations engaged in performing a wide range of logistics management activities related to disaster planning, response, and recovery. Performs substantial requisitioning, procurement and in-transit oversight of supplies, equipment and accountable property from commercial vendors and government agencies in support of disaster response and steady state operations.

- Orchestrated and executed the submission of 96 Request for Resources, resulting in the successful delivery of 4,808,920 individual personal protective items to the State of Maine, Narragansett Indian Tribe and Wampanoag Tribe of Gay Head (Aquinnah) in support of COVID-19 response operations
- Nominated as Regional Government Purchase Card Holder
- Certified Contracting Officer's Representative Level II

FEMA
Local Hire Public Assistance/Program Delivery Manager
March 2020 - May 2021
Performs project management for six city/county government applicants requesting public assistance funding for the 2017 Hurricane Harvey disaster. Reviews applicant data to provide FEMA recommendations for eligibility and priority of assignments. Oversees the claims process by reviewing and validating damage details, scopes of work and costs with the applicant.

- Coordinated the successful funding obligation of eight projects totaling $5,354,719.12
- Influenced the withdrawal of four projects, saving a total of $564,792.23
- Identified an anomaly in funding application which saved $49,689.14

U.S. Census Bureau
Logistics Specialist (NTE 8 Weeks)
December 2019 - February 2020
Provided day-to-day logistics support to the Area Census Office. Effectively coordinated and communicated with external material suppliers and internal stakeholders. Processed shipments utilizing U.S. Census Bureau shipping system and FedEx on-line shipping applications. Arranged Less Than Truckload (LTL) and local courier shipments.

- Setup new supply room to conform with best practices for efficient loading/ unloading of inventory
- Trained two Supply Clerks to ensure continuity of operations

Amazon.com
Delivery Station Area Manager/ Transportation Area Manager/Procurement Operations Analyst/ Inbound Area Manager
September 2017 - October 2019

DARRELL O. FLYTHE

CONTACT

Framingham, MA

(541) 219-6934

EDUCATION

Delivery Station Area Manager - Responsible for day-to-day logistics operations of an Amazon Delivery Station which included inbound, outbound and sortation operations. Managed 42 Amazon Associates and 52 Delivery Associate Drivers.

- Reduced Delivered Not Received concessions by 70% in two months period

Procurement Operations Analyst - Owned site's indirect procurement operation responsibilities, including forecasting, inventory management, purchase order management and vendor management of 3rd party service providers.
Provided procurement leadership of four Non-Inventory Receivers and aligned with building leadership team to drive efficiencies and improvements.

- 0 Stockouts of Non-Inventory material during tenure in role
- Established shrink wrap and single stream recycling program for the building, decreasing waste haul pick-ups from $3,600 to $1,600 monthly
- Capitalized on warranty program to exchange 10 defective Mobius Workstation batteries, saving the site $7,290 dollars in a four-month period

Transportation Area Manager - Supervised a team of 32 Transportation Leads and Specialists performing hostler driving, gate check in and out and trailer yard management for the second largest AR Sort (per volume) on the East Coast.

- Achieved 100% team headcount for first time since transportation Team inception at building in 2016
- Reduced smart drive safety score by 55% through increased communication and diligent management
- Coordinated with All-State Driving School to facilitate the successful completion of 5 CDL Drivers

Inbound Area Manager - Managed team of Inbound Pantry Associates performing receiving dock, replenishment stock re-drop (RSR), Direct-To-Bin (DTB), Prep and Stow-to-Prime process paths. Reviewed work forecasts and determined productivity requirements to meet overall building objectives. Partnered with Outbound Area Manager to adjust labor ensuring a balanced and efficient shift while meeting quality and throughput goals. Supported all safety programs and OSHA compliance to ensure a safe work environment for all associates.

- Maintained over 250 Throughput Put Hour (against network goal of 240) during 7 months in role
- Instrumental in establishing new First In/First Out (FIFO) receiving operations for department

Target Upstream Distribution Center
Operations Manager
June 2015 – June 2016
Oversaw daily work distribution, safety and logistical planning for a 15-member Engineering and Facilities team in a 1.8 million square foot distribution warehouse facility. Lead and coordinated automated and building maintenance repair activities on over $80 million worth of material handling conveyor systems and served as Property Accountability Manager for all building rolling stock commodities to include 80 company owned carrier trailers, 53 order picker forklifts, 31 rider counterbalance forklifts, 15 pallet rider triple forklifts, 11 reach truck forklifts, and 10 cart tuggers.

- Worked with team to manage work orders, resulting in the lowest number (1) in Target's network at the end of the first quarter of fiscal year 2016
- Coordinated with the Corporate Rolling Stock Engineer and 10 different

DARRELL O. FLYTHE

CONTACT

Framingham, MA

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distribution centers throughout the country to administratively transfer and physically receive 60 new forklift assets
- Completed 100% office furniture replacement inventory, reporting all worn and damaged equipment resulting in approval and acquisition of $6,000 worth of new furniture for the warehouse Asset Protection team

Modular Space Corporation
Fleet Manager
July 2013 – April 2015
Managed day-to-day logistics, budgetary controls, and repair services for over 1,000 manufactured housing and office storage container assets valued at $10 million. Oversaw 2 In-house Mechanics, 1 Over-The-Road Driver and 5 contract repair teams/ Drivers. Served as liaison between in-house sales and repair staff, delivery Drivers and customers to ensure orders were ready for installation or removal on promised dates and complied with all pertinent company policies, building code laws and motor safety regulations.
- Instituted a process of sustained records, supply and safety management which led to a 90 out of 100-point score on a once in four-year unannounced company compliance audit
- Increased asset utilization by 13% in just over one year by partnering with the sales team to understand the ever-changing market and swiftly adjusting available inventory in response
- Studied monthly expense and asset utilization reports closely and consolidated in-stock inventory, resulting in the closure of a rarely used container lot and saving the branch $36,000 in yearly rental fee expenses

Advanced Technology Services
Site Manager-In-Training
September 2012 - June 2013
Trained in contract maintenance operations at three globally recognized manufacturing facilities. Program curriculum emphasized building customer relationships and financial responsibility of both revenue growth and budget management, while leading a team of highly skilled Mechanics in fast paced, high energy warehouse operations.
- As Project Manager, collaborated with a local contractor to develop site layout, specifications and execute the expansion of the EZ GO warehouse parking lot, adding 50 parking spaces and increased capacity by 45%
- Assumed logistics management function at the Eaton warehouse after a company restructuring resulted in the loss of the team supply chain representative. Achieved 100% cycle count and annual inventory reconciliations

United States Army
Battalion S4 (Logistics Manager)
September 2011 – September 2012
Officer-in-Charge of 3-man team which oversaw all property accountability and warehousing for a newly organized 265 personnel Civil Affairs Battalion. Areas of special emphasis included new equipment receipt and accurate allocation of $12.5 million worth of assault vehicles, weapons, communications systems, and tactical supplies to 4 subordinate military companies. Provided logistical guidance during new equipment receipts amassing $8 million and maintaining 100% property accountability. Managed the implementation and operation of the

DARRELL O. FLYTHE

CONTACT

Framingham, MA

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government purchase card program.

- Established relationships across directorates and units on Fort Hood resulting in the battalion acquiring over $30,000 in durable and expendable supplies at no cost
- Built standing operating procedures (SOPs) for logistics, maintenance, property management, and government purchase card compliance for the entire 265 personnel unit

United States Army
Company Commander
February 2010 – February 2011
Commanded, led and trained a U.S. Army Headquarters Company of 75 U.S. and 75 Korean military personnel; oversaw emergency readiness, equipping and evacuation of over 460 civilian personnel; resourced air traffic control personnel in support of Desiderio Army Airfield operations and maintained property accountability of over $2 million worth of
weapons, equipment and supplies. Served as Government Purchase Card Approving Official.

- Reshaped unit material landscape by turning in 34,655 rounds of excess ammunition and returning $81,403 worth of unused equipment and furniture back into the supply pipeline.
- Planned and executed a $7,700 mailroom construction project which expanded the package hold area by 50%, allowing for more efficient mail delivery service to over 800 customers

United States Army
Mobility Officer
September 2008 – September 2009
Managed 21 personnel team responsible for the efficient and effective transportation movement of over 200 military units in a 3,500 square mile radius. Coordinated movement control and transportation services for military and host nation personnel and equipment utilizing highway, rail, barge, and storage container assets. Appointed as Environmental Compliance Officer and trained on the proper transport of hazardous materials to ensure no pertinent country or military policies, laws or regulations were ever violated during the movement of materials.

- Negotiated with Nurnberg Airport officials to successfully lease hangar space to facilitate the aerial reception, staging and onward movement of over 1,200 military personnel from national strategic bases worldwide
- Chosen by 39th Transportation Battalion Commander to serve as Team Leader for logistical operations in Azerbaijan to coordinate the movement of 20,000 lbs of equipment and 200 National Guard Soldiers from the U.S. to the base for a multinational training exercise

United States Army
Joint Distribution Center Officer-In-Charge
July 2007 - September 2008
Supervised cargo documentation section responsible for creating Transportation Movement Requests (TMRs) for ground movement and hazardous material declarations for cargo being received and distributed by military or commercial aircraft, which supported the entire Iraqi theater of operations totaling over 150,000 military and civilian personnel. Lead 7 movement control and 4 material

DARRELL O. FLYTHE

handling Soldiers and accounted for property valued at over $70,000. Served as Contracting Officer Representative (COR), performing quality assurance surveillance and performance assessments on civilian contractors.

- Expedited the movement of over 35,000 pieces of equipment in excess of 75,000,000 lbs to over 150,000 military and civilian units on over 20 different forward operating bases
- Prepared, moved and retained 100% property accountability of all cargo and building assets during a four-week site relocation from one side of the operating base to the other

CONTACT

Framingham, MA

(541) 219-6934

iParametrics

PAULA FARAH

PREPAREDNESS/RESPONSE/RECOVERY CONSULTANT IV

EDUCATION

- AA Business Management, Liberty University, Lynchburg, VA

CERTIFICATIONS & LICENSES

- FEMA Badge 3BED012508; Expires 10/12/2023

Paula Farah is a seasoned professional with over 30 years of experience, including three years as a Field and Disaster Housing Inspector. She has conducted over 4,500 FEMA and insurance inspections, specializing in damage assessments for disaster survivors. Paula has extensive deployment experience, including assignments in Florida and Louisiana. Her background also includes a 16-year tenure in the US Navy, where she managed medical supply systems and earned the Navy Achievement Medal. Paula's skill set spans emergency management, disaster recovery, and field inspection, making her a valuable asset in critical response situations.

EXPERIENCE

Disaster Housing Inspector **10/2021 - Present**

WSP USA, Winchester, VA

- Responded to disaster field offices within 24 hours of deployment.
- Performed damage and loss assessments with the FEMA disaster survivors on a first-in, first-out basis.
- Conducted damage assessments according to FEMA specifications and FEMA Inspection Guidelines.
- Met with the disaster survivors (or approved designee) at the damaged dwelling
- Completed and stayed up to date on the Code of Conduct, safety policies, company training, mission, and duty-ready training.

Field Inspector/Loss Control Consultant

Sedgewick, Various Locations **08/2021 - 12/2021**

Midwest Technical Inspections, Various locations in NC **07/2021 - Present**

National Insurance Inspection, Various locations in NC **01/2020 - 11/2021**

Preferred Reports, LLC, Various locations in NC **06/2020 - 11/2021**

National Risk Services, Various locations in NC **11/2019 - Present**

JMI Reports, Various locations in NC **10/2019 - 06/2020**

- Accept and complete field surveys on residential and commercial properties as requested by insurance company clients.
- Take photographs, create field sketches, and transfer them to a computer.
- Schedule appointments, call property owners and other involved parties to complete surveys, conduct interviews, and determine risk recommendations.
- Extended travel as needed for assignments

Lieutenant Paramedic (Retired) **01/1998 - 11/2016**

Dare County EMS, NC

- Taught ACLS and PALS Classes within the department and to doctors and nurses.
- Taught continuing and remedial education classes.
- Supervised other paramedics and EMTs in the performance of their duties, audited and reviewed patient care records, and managed emergency medical calls.

PAULA FARAH CONT.

Firefighter/EMT-Paramedic **08/1996 - 01/1998**

Nags Head Fire and Rescue, North Carolina

- Performed all duties within the scope of practice of a North Carolina Emergency Medical Technician and an NFPA certified firefighter.

DISASTERS

- DR-4673 FL - Hurricane Ian
- DR-4611 LA - Hurricane Ida



Rene Marker-Katz

Mitigation Funding Specialist

With a focus on hazard adaptation, disaster risk reduction, and grant development, Rene Marker-Katz utilizes her expertise in research, policy, and planning to drive successful projects. She has secured grant funding for various FEMA programs, including Building Resilient Communities and Infrastructure (BRIC), Hazard Mitigation Assistance (HMA), Flood Mitigation Assistance (FMA), and Hazard Mitigation Grant Programs (HMGP), and oversees a wide range of projects supported by these grants. Rene's proficiency in grant procurement and management is complemented by her skills in benefit-cost analyses, data-driven solutions, and project selection for enhancing resilience against natural hazards at the local and state levels. In addition to her grant work, Rene has experience in creating hazard mitigation plans, designing funding strategies for program planning, crafting grant proposals for municipalities, nonprofits, and private organizations, and implementing resilience initiatives across public, private, and nonprofit sectors.

Education/Qualifications

- MS, City and Regional Planning (MCRP), University of North Carolina at Chapel Hill, 2023
- MS, Natural Hazards Resilience, University of North Carolina at Chapel Hill, 2023
- BA, Cultural Anthropology, University of New Orleans, 2020

Years of Experience

Total – 6
With Arcadis – 2

Relevant Experience

Hazard Mitigation Grant Application Development
Nationwide

Consistently offers a range of grant services across various FEMA, HMA, FMA, HMGP, USDOT, and NOAA programs, including key initiatives like BRIC, PROTECT, and CRRC. Has successfully secured $70M in project funding for 2023 through effective benefit-cost analyses. Services cover the full grant application process, from development to environmental reviews, and facilitate communication between all parties involved. Specializes in grant applications centered on water resilience projects such as dam restoration, stormwater system upgrades, and coastal revitalization efforts.

Hazard Mitigation Technical Assistance
District of Columbia Homeland Security and Emergency Management Agency (HSEMA)

Provides technical assistance for the HSEMA hazard mitigation program. Worked with various District agencies to identify eligible projects for FEMA Hazard Mitigation Assistance (HMA) grant programs. Contributed to the creation of various FY22/FY23 grant applications and benefit-cost analyses for the Building Resilience Infrastructure & Communities (BRIC) program. Engages in program tasks, including funding procurement, application development, grant management, and project oversight.

Saint Elizabeth's Microgrid Project
District of Columbia Homeland Security and Emergency Management Agency (HSEMA)

Project manager for the St. Elizabeth's Microgrid Project, organizing key stakeholders on a multitude of agenda items such as project scheduling, construction timelines, contractual agreements, stakeholder engagement, collaborative initiatives, and presentation materials to ensure the project's success. Acts as the point of contact for all project implementation strategies and structures, collaborating with District agencies such as HSEMA, Department of Energy and Environment (DOEE), Department of General Services (DGS), and private contractors on a regular basis.

Fayetteville Funding Strategy
City of Fayetteville, Fayetteville, NC

Client lead for the funding strategy of upcoming federal, state, and local grants that align with the client's project goals in their municipality. Have pursued and been award multi-year BRIC grants, as well as state grants such as the North Carolina Disaster Relief Mitigation Fund (DRMF) and the North Carolina Golden LEAF Foundation.

District of Columbia Hazard Mitigation Plan Update
District of Columbia Homeland Security and Emergency Management Agency (HSEMA), Washington, DC

Serves as a project manager to the 2023 update to the District of Columbia Hazard Mitigation Plan. Engaged in the plan's update process, including continuous updates for FEMA compliance on a quarterly basis. Led the Mitigation Strategies component of the plan, which includes initiatives within the District that need funding, the priority level of each project, and identifies which agency will lead each specific project.

Brent Puckett

HUD CDBG-DR Construction Specialist



Technical Expertise
- Project Management
- Damage Assessments
- Xactimate
- CDBG-DR

Years of Experience
7

Education
B.S., Petroleum Engineering, Louisiana State University

Certifications
- Xactimate 28 Certification Level 1

Professional Profile

Mr. Puckett is an experienced professional with extensive expertise and education in construction techniques, code compliance, construction oversight, and CDBG-DR damage assessments. Since 2018, Mr. Puckett has been working for the State of Louisiana's Office of Community Development, where he is a Program Manager for the Restore Louisiana Program. He is an expert in implementation and enforcement of program policy and procedures to ensure consistent, quality products. Mr. Puckett is a creative problem solver who can rapidly adapt to a continuously evolving program.

Experience

11/2022 – Present: Program Manager | Restore Louisiana Program (CDBG-DR), State of Louisiana, Office of Community Development, Baton Rouge, Louisiana: Mr. Puckett serves as Project Manager for the Restore Louisiana program's quality control team by aiding those affected by the historic 2016 floods, the 2020 hurricanes, and Hurricane Ida. The state of Louisiana has used its $4.3 billion CDBG-DR allocation through the Restore Louisiana program to aid 91,000 affected households. The Program repairs homes, and addresses safety issues such as lead based paint, asbestos, and overall structural integrity. Mr. Puckett's team ensures the assessments are cost-effective while meeting the green building standards and the municipality code requirements. Overall, his responsibilities include:

- Monitor the productivity of each team member to be certain that all deliverables are met
- Submit policy and Standard Operating Procedure recommendations to the client to build a more efficient program
- Evaluate the structural integrity and overall condition of every home to determine if rehabilitation or reconstruction is the most cost-effective route
- Approve funds to demolish and rebuild homes if the structure is damaged beyond repair
- Correspond with the contractors and the client to discuss re-occurring issues, policy changes, and file disapprovals
- Make team lead decisions when unique scenarios arise that are not explicitly mentioned in the program's policy
- Contact parish officials to determine the municipal requirements for each jurisdiction
- Approve the scope of work that aligns with each parish's needs while meeting the program's requirements

01/2018 – 11/2022: Quality Control Monitor | Restore Louisiana Program (CDBG-DR), State of Louisiana, Office of Community Development, Baton Rouge, Louisiana: Mr. Puckett's role included improving the damage assessment process, as well as verifying that damage estimates met FEMA guidelines. His responsibilities included:

- Reviewed damage assessments, appeals, change orders, pre-con, and reconstruction estimates
- Created weekly Field Monitoring reports

- Monitored damage assessor activity to document adherence to Standard Operating Procedures
- Performed final inspections to determine the scope completed by the contractors
- Confirmed that the home was repaired or built to the municipality code requirements
- Processed documentation to allow the funds to be disbursed to the contractor
- Created change orders to remove the incomplete scope form the estimate
- Reviewed structural engineer reports to address any foundation issues
- Processed change orders to add the structural line items to the estimate
- Performed on sight inspections to verify the structural items were completed to the program's standards
- Reviewed flood elevation certificates to determine if the required elevation height met FEMA guidelines
- Converted rehabilitation estimates to reconstruction estimates, based off the condemnation or substantial damage letters
- Helped build reconstruction estimates based off the building blueprints in Xactimate
- Performed special inspections to determine the quality of the work completed by the contractor
- Addressed any grievances the applicant has with the contractor's work
- Created detailed reports on warranty issues as well as inferior quality repairs

Prior Experience

10/2017 – 12/2017: Insurance Claims Adjuster | State Farm, Orlando, FL:

- Processed hurricane Irma claims in the Orlando area
- Scheduled and performed home inspections and verified data to ensure the validity of claims
- Reviewed previous claims to verify the damage was not from prior storms
- Processed the pictures of the damage and inspection file notes into database
- Drafted dwellings on Xactimate to determine the scope of the damages
- Sketched roofs based off the wind damage present
- Determined settlements in compliance with company policies and procedures
- Contacted the homeowners to explain the estimate

Marketing/Property Maintenance | Puckett Team Real Estate Partners LLC, Slidell, LA: Handle property maintenance of 13 rentals as well as homes listed for sale. Managed the remodeling process of various homes and home maintenance on rentals. Contacted past as well as potential clients through email, mail, and telephone to earn their business. In charge of search engine optimization, website updating, collaborating, and developing ads to promote business.

Emily Pinell

FEMA PA Specialist



Technical Expertise
- Force Account Labor
- Cost Estimating
- Project Worksheet Development
- Grant Management
- Data Analysis
- Closeout Reconciliation
- Grant Writing

Years of Experience
8

Education
B.S., Business Administration, Nicholls State University

Certifications
- IS-01000: Public Assistance Program and Eligibility
- IS-0230.e: Fundamentals of Emergency Management
- IS-100
- IS-276.a: Benefit-Cost Analysis Fundamentals
- IS-1001: The Public Assistance Delivery Model Orientation
- IS-1002: FEMA Grants Portal
- IS-1005: Public Assistance Alternative Procedures
- IS-1006: Disaster Damage and Developing Project Files
- IS-1007: Detailed Damage Description and Dimensions
- IS-1008: Scope of Work Development
- Excel for Accounting and Finance Professionals (2021)

Professional Profile

Ms. Pinell has eight years of experience as a Senior Recovery Closeout Specialist in the disaster recovery industry and has a proven ability to successfully navigate the complexities of FEMA PA Programs. She has meticulous attention to detail in closeout procedures and is adept at the management of force account labor and reconciliation processes. She has experience manipulating data and finding creative ways to gain insight from raw data, as well as a background designing and developing relational databases. She is an analytical, detail-oriented, and accomplished data professional with a record of accomplishment in collecting, analyzing, and improving business data to enhance solutions.

Experience

02/2023 – Present: Grant Writer | Grant Preparation: Assistance to Firefighters, City of Pinellas Park, Florida: Metric was contacted by the Pinellas Park Fire Department to create and apply for the Assistance to Firefighters Grant on behalf of the Department. Our team worked closely with the Department to draft narratives that accurately displayed the Department's needs, and to provide them with a strong, submittal-ready application to FEMA. We evaluated the Department's goals for the program and ensured that they were in line with those outlined in the Notice of Funding Opportunity provided by the Department of Homeland Security.

07/2023 – 09/2023: Grant Writer | Grant Preparation: Reconnecting Communities and Neighborhoods, City of Chipley, Florida: Metric worked with the City of Chipley to create and apply for the DOT's Reconnecting Communities and Neighborhoods Grant. Titled *"Uniting Communities of Chipley through Equitable Access and Mobility,"* the proposed project aimed to advance community-centered transportation by addressing the dividing facilities that prevent equitable access to safe, reliable transportation infrastructure. Metric worked closely with the City to assess their needs and provided them with a complete application to submit to DOT.

07/2023 – 09/2023: Grant Writer | Grant Preparation: Neighborhood Access and Equity, City of Morgan City, Louisiana: Metric was selected by the City of Morgan City to prepare and apply for the DOT's Neighborhood Access and Equity Grant program. Metric provided the City with cost estimating, needs assessments, and application creation from start to submittal. The project, *"Connecting Neighborhoods and Communities to Opportunity through Equitable Infrastructure,"* was designed to enhance community-oriented transportation by tackling the barriers that hinder fair access to secure and dependable transportation infrastructure.

06/2023 – 09/2023: Senior Fiscal Recovery Specialist | FEMA Public Assistance Consultant, Pasco County, Florida: Ms. Pinell conducted QA/QC reviews for FEMA PA reimbursement from Hurricane Ian. She reviewed data for force account equipment with FEMA's schedule of current equipment rates, as well as 20% compliance reviews for all Force Account Labor summaries.

11/2022 – 04/2023: Lead Senior Consultant | HOME Investment Partnerships Program – American Rescue Plan Consulting Services, Franklin County, Ohio: Metric worked with the County to develop a HOME-ARP Allocation Plan, ensuring the creation of a plan that best serves Franklin County. Metric's tasks included developing an Allocation Plan schedule, conducting the required agency and service provider consultation process, developing the Allocation Plan in compliance with all HOME-ARP regulations, conducting public participation, and assisting the County in the submission of the final Allocation Plan to HUD.

07/2022 – 04/2023: Lead Senior Consultant | HOME Investment Partnerships Program – American Rescue Plan Consultation Services, City of Columbus, Ohio: Metric was selected to provide grant consultation services for the City's $16M HOME-ARP allocation. Metric's team created a detailed project work plan to ensure the creation of a compliant and comprehensive funding Allocation Plan. Based on the plan, Metric designed and implemented stakeholder engagement strategies, including an online survey and in-person input meeting. Then, Metric assisted with the creation and submission of the required Allocation Plan.

04/2022 – 07/2023: Senior Grant Consultant | Grant Management Project, Terrebonne Parish Consolidated Government, Louisiana: Metric was selected by the Terrebonne Parish Consolidated Government for grant management and administrative services for HUD, FEMA, and other federally funded programs. Metric supported the Parish by providing program, grant, and project management for disaster recovery funding, planning advisory services, grant writing, reimbursement and closeout activities, compliance maintenance, and guidance for several government aid programs. Ms. Pinell provided outreach services, identified unmet needs that fit program requirements, and developed projects that met policy guidelines.

Previous Experience

09/2022 – 11/2022: Disaster Recovery Analyst | Richmond University Medical Center: Ms. Pinell collaborated with the client to compile all supporting documentation and reconciled project costs for all completed work. She uploaded the supporting documentation into FEMA's Grants Portal so that FEMA could review the projects and obligate funding. She developed spreadsheets to reconcile financial records and cataloged supporting documentation in proper files for final reconciliation.

08/2022 – 11/2022: Closeout Specialist | Lane Electric Cooperative: Ms. Pinell compiled all supporting documentation and reconciliation of project costs for work that had been completed for the 2020 wildfires that impacted the State of Oregon. She developed spreadsheets for reconciling financial records and cataloged supporting documentation in proper files for final reconciliation. She communicated with client contractors and field staff for missing documentation. By working with the Lane Electric financial department, she processed all documentation to ensure accuracy for the development of final reconciliation of closeout packages and audits. She assessed each project's work status, costs, and supporting documentation against the actual Scope of Work to reconcile estimated project costs with actual costs of completed work.

Jason Harris, MSA, MBA

FEMA PA Specialist

metric consulting



Technical Expertise
Scope Development
Cost Reconciliation
Cost Analysis
QA/QC
FEMA Public Assistance Program
FEMA Hazard Mitigation Assistance Program
Governmental Accounting
Project Management
Grants Management and Close-out

Years of Experience
18 Years

Education
MSA, Concentration in Public Accounting, Strayer University, 2012
MBA., University of Phoenix, 2000
BS, Retail Management, University of South Carolina, 1992

Certifications
Contracting Officer's Technical Representative (COTR) Certification, 2007
FAC-C Level II Defense Acquisitions Workforce Improvement Act (DAWIA) training, 2010 - 2012
Comptroller and Acquisition Advanced training, 2006
Supervisors and Managers Training, 2006
IS 634 Introduction to FEMA's Public Assistance

Professional Profile

Mr. Harris has worked on some of the largest and most complex disaster recovery programs in the nation, assisting disaster impacted communities in the management of difficult federal disaster grants from FEMA's PA Program, HUD's CDBG-DR Program and Essential Services Grant (ESG) Programs. He has utilized his detail-oriented accounting and financial analysis skills to ensure compliance and reasonableness of disaster recovery projects and to ensure sub-grantees receive the maximum eligible amount.

Experience

2021 – Present: FEMA Technical Advisor | Jefferson Parish Recovery Grants and Program Management, Jefferson Parish, LA: Mr. Harris serves as an expert advisor on post-disaster debris and demolition-type services. He evaluates costs for debris removal to develop the disaster inventory listing for submittal to FEMA for Category A debris removal projects on debris removal, and he is tasked with applying documentation requirements to justify the location of temporary Debris Removal Sites while addressing any environmental concerns that arise. He interfaces with the assigned FEMA Program Delivery Manager to formulate the Scope on the Parish's Category A debris removal projects. He responds to FEMA RFIs and those inquiries from the grantee in developing FEMA grants and processing reimbursement requests. As part of these efforts, he collaborated with Parish department officials and contractors to facilitate the process of the project formulation and reimbursements to expedite the Parish's funding for debris removal.

2020 – 2024: Compliance Grants Manager | COVID-19 Homelessness Sheltering Program, Louisiana Housing Corporation: In response to the COVID-19 pandemic, the Louisiana Housing Corporation (LHC) engaged CSRS for overall program management services to assist with the implement and overall funding reimbursement for the non-congregate housing options for the homeless population throughout the State of Louisiana in response to the impacts of the COVID-19 pandemic disaster. In his role as Compliance Grants Manager, Mr. Harris develops all PW requests to capture the costs incurred for eligible Category B expenses relating to the stand-up and running of over a dozen hotels throughout the state being used for social distancing and health protection shelters for vulnerable homeless individuals. Once those PWs are obligated he will also be responsible for developing the reimbursement requests to the state. He advises the Program Director as well as the client on the eligibility of certain activities and if they can be claimed under FEMA's PA program or under HUD's Essential Services Grant (ESG) program, ensuring there are no duplication of benefits.

2015 – 2019: Funding Quality Assurance and Compliance Lead | The Recovery School District Disaster Recovery Program, New Orleans, LA: Mr. Harris served as a technical advisor to resolve complex eligibility and policy issues on the compliance to federal regulations involving the individual FEMA federal grants for the Recovery School District construction projects

rebuild the Orleans Parish school system after Hurricane Katrina. He advised on the compliance with federal regulations and FEMA policy for the administration of FEMA's first Single Settlement Request for $1.2 billion with the Recovery School District . This included amending the grant's scope of work, technical issues that arise from the design, estimation, and construction of projects, and closing out of single project work sites within the federal grant. Additionally, he advised the client on creating a sub-ledger account database to track eligible expenditures and payments from the grantee to properly track the FEMA funding versus the CDBG-DR and the Department of Education's RESTART program.

2013 – 2015: Chief Administrative Office Liaison | City of New Orleans Grant Management Program, New Orleans, LA: Mr. Harris led the Chief Administrative Office Team after Hurricane Katrina, managing the grant managers administering the infrastructure projects, including writing version requests to Project Worksheets to provide comprehensive detailed damage descriptions. He worked closely with GOHSEP and the City as the consultant and technical advisor to determine eligibility of infrastructure projects through federal policies and regulations, including the 44 Code of Federal Regulations and the FEMA PA Policy Guide.

2013: Chief Administrative Office Liaison | The City of New Orleans Disaster Recovery Program, New Orleans, LA: Mr. Harris led the Chief Administrative Office team to successfully complete the key performance indicator milestones for contract year three and obtained a 90.4 percentile overall rating through planning and managing the team's skills and time administering the more than 280 operating grants management projects. He utilized the Stoplight Analysis to determine the compliance risk, de-obligation risk, and liquidity risk of more than a thousand operating and capital federal projects held by the City of New Orleans to analyze the complex financial issues within the reporting of the federal payments and applied expenditures for reimbursement. Mr. Harris worked closely with GOHSEP and the City of New Orleans as the consultant and technical advisor to determine eligibility of infrastructure projects through federal policies and regulations including the 44 Code of Federal Regulations and the Federal Emergency Management Agency (FEMA) Public Assistance Policy Guide overturning FEMA's ineligibility determinations. He also managed the grant managers' administering of infrastructure projects including writing version requests to project worksheets to provide comprehensive detailed damage descriptions that include dimensions and cause of damage, final reconciliation of expenses, and close-out of the federal grants. He collaborated on a strategy or end-game approach with Jacobs/CSRS joint venture senior management for the close-out of the federal grants to be presented to the City of New Orleans by advising on the details of the presentation, City management structure and City accounting system, and worked with the FEMA technical team as a technical advisor to resolve complex eligibility and policy issues.

2008 – 2012: Financial Analyst | Federal Emergency Management Agency, New Orleans, LA: Mr. Harris supported FEMA's Louisiana Transitional Recovery Office, supporting over 500 FEMA employees to support the state of Louisiana's recovery efforts after hurricane Katrina. Specifically, Mr. Harris determined the eligibility of smore than $65 million of state administrative costs by applying Office of Management and Budget (OMB) Circulars A-87, A-133, A-102 and Code of Federal Regulations 44 to ensure compliance with the approval process of state management costs. He was responsible for creating a standardized protocol process for approval of state management costs funds that reduced the approval process from 121 days to 25 days by establishing protocols for completion of work. He also collaborated with GOHSEP to ensure the State met the objectives of the State's Administrative Plan for FEMA's Public Assistance and Hazard Mitigation Grant Administration disaster program. Additionally, Mr. Harris evaluated and supervised performance and reviewed invoices provided by contractors and worked with the contractors to clarify standard and special provisions of their contracts as the Contracting Officer Technical Representative (COTR) for contracts exceeding $1.4 million.

Juliann Bertone

Senior Grant Manager



Technical Expertise
- Project Management
- Public Health Policy
- Contract Management
- CDBG-DR Policy
- HUD Housing Counseling
- Subrecipient Management
- Financial Controls
- Budget Development
- Stakeholder Engagement
- COVID-19 Federal Funding

Years of Experience
12

Education
- M.A., Global Leadership & Sustainable Development, Hawaii Pacific University
- B.S., Integrated Marketing Communications, Ithaca College

Certifications
- Graduate Regional Institute for Health and Environmental Leadership
- CDPHE Project Management Essentials
- CDPHE Behavioral Health for Spokespersons Training
- FEMA Introduction to ICS for Operational First Responders
- FEMA External Affairs

Professional Profile

Ms. Bertone is a seasoned professional with extensive experience managing HUD's CDBG and CDBG-DR Programs and other federally funded initiatives. As a Program Manager, she oversees the implementation of HUD CDBG-DR, HOME-ARP and grant programs focusing on policy compliance, subrecipient management, and program oversight. She has a strong background in public health and disaster recovery, managing COVID-19 response and community development projects. She holds an M.A. in Global Leadership & Sustainable Development and a B.S. in Integrated Marketing Communications, along with FEMA and public health leadership certifications, highlighting her expertise in grant management and program development.

Experience

05/2024 – Present: Program Manager | HOME-ARP Consulting Services, City of Nashua, New Hampshire: Ms. Bertone serves as the Program Manager for the City of Nashua, New Hampshire's $1.6M HOME-ARP allocation. She assists the client with program implementation, including policy and compliance, sub-recipient oversight, monitoring, and reporting.

07/2023 – 09/2023: Senior Program Manager | Reconnecting Communities and Neighborhoods: Grant Preparation Services, City of Chipley, Florida: Metric worked with the City of Chipley to create and apply for the Department of Transportation's (DOT's) Reconnecting Communities and Neighborhoods (RCN) Grant. Titled *"Uniting Communities of Chipley through Equitable Access and Mobility,"* the proposed project aimed to advance community-centered transportation by addressing the dividing facilities that prevent equitable access to safe, reliable transportation infrastructure. Metric worked closely with the City to assess their needs and provided them with a complete application to submit to DOT.

07/2023 – 09/2023: Senior Program Manager | Neighborhood Access and Equity: Grant Preparation Services, City of Morgan City, Louisiana: Metric was selected by the City to prepare and apply for the DOT's Neighborhood Access and Equity (NAE) Grant program. Metric provided the City with cost estimating, needs assessments, and application creation from start to submittal. The project, titled *"Connecting Neighborhoods and Communities to Opportunity through Equitable Infrastructure,"* was designed to enhance community-oriented transportation by tackling the barriers that hinder fair access to secure, dependable transportation infrastructure.

06/2023 – Present: Program Manager | Emergency Management Consulting Services, KEYS Energy Services, Florida: Metric is providing FEMA PA advisory services, hazard mitigation expertise, and financial and grant management support. Metric assisted KEYS in developing th

concept paper for submission to the Office of the Department of Energy (DOE) for their Grid Resilience and Innovation Partnership (GRIP) grant program. After a favorable review, DOE encouraged KEYS to submit a grant application for award consideration. Currently, Metric is providing technical assistance in the grant application development and submittal for the acquisition and implementation of software and equipment, including upgraded electric meters and equipment monitors to support AMI and the addition of collectors to acquire meter data through the GRIP opportunity. In addition, Metric is creating the community benefits plan to include community and labor engagements, investing in job quality and workforce continuity, advancing diversity, equity, inclusion, and accessibility, and contributing to the Justice40 Initiative goal to ensure that 40% of overall benefits of federal investments flow to disadvantaged communities. The grant request is for an estimated budget of $20 million.

06/2023 – Present: Program Manager | Grant Management Services, City of Pinellas Park, Florida: Metric was selected by the City of Pinellas Park to assist with grant management and reporting for federal, state, and any other applicable entities. This includes general FEMA PA, and other agencies grant management advice, assistance, and reporting. Metric also manages the lifecycle of grants, including compiling, preparing, and submitting commencement and pre-reimbursement documents, preparing and submitting status reports to grant agencies, and the compilation, preparation, and submission of project closeout documentation.

04/2022 – 07/2023: Project Manager | CDBG-DR Funded Grant Application Development, Terrebonne Parish Consolidated Government, Louisiana: In partnership with another firm, Metric was selected by the Terrebonne Parish Consolidated Government for grant management and administrative services for HUD, FEMA, and other federally funded programs. Metric supported the Parish by providing program, grant, and project management for disaster recovery funding, planning advisory services, grant writing, reimbursement and closeout activities, compliance maintenance, and guidance for several government aid programs. As part of this work, Ms. Bertone oversaw grant application development for the CDBG-DR funded grant applications for the Resilient Communities Infrastructure and Hometown Revitalization programs. This included outreach services, identification of unmet needs that fit program requirements, and the development of projects that met program guidelines.

09/2021 – 02/2023: Associate Program Manager | COVID-19 Response and Assistance, Unified Government of Wyandotte County and Kansas City, Kansas: In response to COVID-19, ARPA funding was utilized to provide urgent and targeted funding for workers and families. The Unified Government (UG) sought assistance to maximize its ARPA funding while identifying additional grants to provide relief to citizens. To expedite their efforts, the UG requested grant discovery and grant writing services to maximize their allocated funds. Metric's goal was to identify federal funding opportunities through ARPA and to collaborate with state agencies to ensure the UG received the maximum amount of funding possible. Metric provided the UG with comprehensive grant management and cost recovery services, including strategic planning, FEMA PA cost recovery, program implementation support, and technical assistance.

05/2021 – 07/2022: Associate Program Manager | Needs Assessment for ARPA Funding, Saline County, Kansas: Metric's team was engaged by Saline County to support the County's ability to ensure compliance with federal regulations while maximizing the usage of ARPA funding in the local community. Metric's team conducted a Needs Assessment for one of Saline County's ARPA funded programs. The goal of the Needs Assessment was to obtain a full picture of the unmet needs that ARPA funding could address in the interconnected areas of criminal justice, mental health, and public safety.

Louis R. Scott Jr

FEMA PA Damage Assessor



Technical Expertise
Cost Estimating
FEMA Reimbursement
Program Management

Years of Experience
15 Years

Education
B.A., Industrial Technology/Design Engineering, Southeastern Louisiana University

Training & Certifications
- OSHA 10 Construction
- OSHA 30 Construction
- IS-00100: Introduction to Incident Command System, ICS-100
- IS-1000: Public Assistance Program and Eligibility
- IS-01001: The Public Assistance Delivery Model Orientation
- IS-1006: Disaster Damage and Developing Project Files
- IS-1007: Detailed Damage Description and Dimensions
- IS-01018: Determination Memorandums and Appeals
- IS-1010: Emergency Protective Measures
- IS-1011: Roads and Culverts
- IS-1020: Public Assistance Donated Resources

Professional Profile

Mr. Scott has worked in various disaster recovery roles, including as a Flood Claims Adjuster following Hurricane Ike, a Safety Supervisor, an Electrical Supervisor, and as a Housing Construction Monitor following Hurricane Ian. He is proficient in cost estimating and program management and has worked within the FEMA PA and CDBG-DR Programs. He received praise from FEMA for his contributions to communities in need following the COVID-19 pandemic, and his customer service has been paramount in aiding internal and external partners as they navigate the unpredictable disaster recovery world.

Experience

02/2024 – Present: Quality Control Monitor | Restore Louisiana Homeowner Assistance Program, State of Louisiana, Office of Community Development, Baton Rouge, LA: Mr. Scott's responsibilities include reviewing damage assessments, appeals, change orders, and reconstruction estimates, creating weekly field monitoring reports, monitoring damage assessor activity to document adherence to Standard Operating Procedures, performing final inspections to determine the scope completed by contractors, and processing documentation to allow funds to be disbursed to the contractor. He also creates change orders to remove incomplete scope from estimates, reviews structural engineering reports to address any foundation issues, performs on-sight inspections to verify structural items are completed to program standards, reviews flood elevation certificates to determine if the elevation heights meet FEMA guidelines, and converts rehabilitation estimates to reconstruction estimates, based on condemnation or substantial damage letters.

Previous Experience

11/2022 – 05/2023: Housing Construction Monitor (Hurricane Ian Field Position) | Southwest FL – Gult Group: Mr. Scott assisted the Contracting Officer's Representative (COR) in observing the progress of the contractor's performance, completing checklists and logs as prescribed in the Performance Evaluation Plan, and in reporting findings to the COR in a timely, complete, and impartial manner. He documented all observations and provided a copy to the COR. Mr. Scott's responsibilities included construction monitoring of commercial park expansions, private sites, and group sites, data collection for each Transportable Temporary Housing Unit (TTHU) install, along with documentation of installs through the use of photographs and ensuring compliance with approved site plans and local or state building regulations. He also conducted site inspections of private and multi-family dwellings to determine time and cost estimates for repairs that were required to bring the home to livable standards, verified that the contractor was installing TTHUs in a safe and workmanlike manner in accordance with federal, state, and local ordinances, monitored the contractor's performance of maintenance, repair

of active TTHU properties, performed QA surveillance inspections of maintenance and microbial growth sites, and monitored and reported on the deactivation of TTHU properties.

02/2021 – 07/2022: Emergency Management Specialist | FEMA-CRC: Mr. Scott worked on 83 total FEMA projects, including 64 Category B, seven Category C, six Category E, five Category G, and one Category A project. His duties included assessing and validating documents for federal reimbursement on 100% completed disaster projects, preparing and/or reviewing Site Inspection Reports, writing RFIs, and writing or reviewing Determination Memos, as well as developing, reviewing, and/or validating Damage Descriptions and Dimensions, developed detailed Scopes of Work and costing documentation by encompassing all work that had been performed for reimbursement from FEMA within the allotted timeline, and delivered results through FEMA's PA Delivery Model. He also assisted with information that was conflicting or incomplete, could not readily be obtained by direct means, or was otherwise difficult to document by conducting exploratory calls, and contributed to the development and implementation of recovery regulations and guidance of documents while interpreting FEMA's applicable laws, regulations, and policies. His other responsibilities included ensuring that any newly developed regulations and policies were justified, adequately supported by appropriate analysis, and consistent with statutory requirements and existing policy, compiling, reconciling, and correlating voluminous workload data from a variety of sources with different reporting requirements and formats.

05/2019 – 11/2019: Emergency Management Specialist | Bryant Hammett & Associates, LLC, FEMA-CRC: In this role, Mr. Scott assessed and validated documents for federal reimbursement on 100% completed disaster projects, preparing and/or reviewing Site Inspection Reports, writing RFIs, and writing or reviewing determination memos, developed, reviewed, and/or validated Damage Descriptions and Dimensions, and developed detailed Scopes of Work and costing documentation while staying within the FEMA PA Delivery Model's allotted timeline, and contributed to the development and implementation of recovery regulations and guidance of documents, ensuring they were within FEMA's laws, regulations, and policies. He also ensured that any newly developed regulations and policies were justified, adequately supported by appropriate analysis, and consistent with statutory requirements and existing policy, and compiled, reconciled, and correlated workload data from a variety of sources with different reporting requirements and formats. Mr. Scott utilized his understanding of industry standards, basic codes, and permitting requirements to ensure projects complied with a broad understanding of construction and repair of public infrastructure, and inspected completed projects that were carried out by other FEMA Technical Assistance Contractors.

11/2017 – 12/2018: Project Manager/Homeowner Outreach | Resilient Strategies, LLC, Baton Rouge, LA: Mr. Scott oversaw contractors who were repairing, reconstructing, elevating, or mitigating storm damaged residential properties during the construction phase of housing applicants and utilized his knowledge of HUD's CDBG-DR guidelines, general construction, and permitting requirements to resolve impediments to the program.

12/2016 – 11/2017: Electrical Supervisor | ARCE-Montana, Slidell, LA: Mr. Scott ensured that all electrical work was professionally installed on each job site, and oversaw supplies and equipment needs in order to install proper wiring, jacks, 120v, 240v, GFIs, and others. His managerial duties included reviewing each completed job to ensure that all work was properly assembled, as well as oversight of inventory, scheduling, and staffing.

Scott Canaday

Emergency Manager / FEMA PA Specialist

Technical Expertise
- FEMA PA & Hazard Mitigation Grant Management
- Emergency Response Planning
- Incident Command
- Disaster Recovery Operations & Logistics Support
- Grant Writing
- CDBG and Funding Reimbursement Processes
- Comprehensive Emergency Management Plan Development

Years of Experience
15

Education
- M.S., Executive Fire Service Leadership, Grand Canyon University
- B.S., Aeronautical Technology/Avionics, Purdue University

Certifications
- Certified Emergency Manager (CEM)
- Florida Emergency Preparedness Association
- Florida Emergency Management Academy
- Continuity of Operations Planner (L-550)
- Fire Safety Inspector
- Safety Officer
- Driver Operator
- Live Fire Instructor
- All-Hazards Position Specific Planning Section Chief (L-962), Emergency Management Services International
- All-Hazards Position Specific Operations Section Chief (L-958), Emergency Management Services International
-

Professional Profile

Mr. Canaday is an experienced Emergency Management Specialist with over 20 years of expertise in disaster recovery, FEMA PA program management, and emergency planning. He has managed disaster response and recovery efforts for various municipalities, supporting projects through site inspections, damage inventory, Project Worksheet formulation, reimbursement processing, and project closeouts to maximize available funding. He has served as Project Manager for multiple clients, including the Village of Estero, Sebring Airport Authority, and the State of Montana, where he provided FEMA PA support and managed financial tracking, data retention, and compliance with federal requirements. Mr. Canaday's extensive background includes writing and reviewing RFPs, managing comprehensive emergency management programs, and serving as Incident Commander during major storm events such as Hurricane Irma and Tropical Storm Debbie. His hands-on experience in FEMA PA, grants management, and hazard mitigation planning, combined with his leadership in emergency operations, makes him an invaluable asset for any team.

Experience

11/2023 – 10/2024: Project Manager | Rostan Solutions, LLC: Mr. Canaday served as a Project Manager for the City of North Port, the Village of Estero, and the State of Montana.

City of North Port, Florida: Mr. Canaday provided FEMA PA support, including site inspection for damage inventory, Project Worksheet formulation, reimbursement processing, and project closeouts to maximize available recovery funding. He provided invoices and back-up data tracking for accurate invoicing and data retention, and routinely held in-person and virtual meetings to verify and expedite work processes.

Village of Estero, Florida: He provided FEMA PA support, including site inspections for damage inventory, Project Worksheet formulation, reimbursement processing, and project closeouts. He drafted an Emergency Response Plan for the Village, which ensured each department's utilization was maximized for emergencies, including planning, activation, response, and recovery.

State of Montana: Mr. Canaday provided large and small project closeout review following COVID-19, scheduled, facilitated, and closed out Recovery Transition Meetings following the large and small project closeouts for COVID-19, and assisted in the development of weekly reports to the State.

01/2019 – 11/2023: Project Manager | APTIM Environmental & Infrastructure, LLC:

Village of Estero, Florida: Mr. Canaday provided FEMA PA support, including site inspection for damage inventory, Project Worksheet formulation, reimbursement processing, and project closeouts to maximize available recovery funding. He provided invoices and back-up data tracking for accurate invoicing and data retention, and routinely held in-person and virtual meetings to verify and expedite work processes.

Sebring Airport Authority: He provided FEMA PA Program support, including Project Worksheet formulation, reimbursement processing, and project closeouts. Mr. Canaday routinely met with Sebring Airport Authority personnel to verify and expedite work processes.

Orange County Emergency Management: Mr. Canaday developed a Resource Management and Logistical Plan, and coordinated and oversaw over 50 training courses, including COVID-19 community response, active shooter, hurricane activations, and a simulated cyber attack on a utility department. He invoiced and backed up documentation for all projects, including various grant funding opportunities to support each initiative. He also ensured all training and exercises were compliant with the Homeland Security Exercise and Evaluation Program, as well as with FDEM.

Palm Beach County Emergency Management: Mr. Canaday led planning and training services, which included developing a County Resource Distribution Plan to track and distribute commodities. He also updated the County's Continuity of Operations Plan to meet Emergency Management Accreditation Program requirements.

Clay County Emergency Management: He led the County's planning and training services, including the creation of a Comprehensive Emergency Management Plan and a Cost Recovery Plan. He also assisted the County with CDBG home buyout grants to identify eligible candidates of homes with repetitive losses.

City of Bonita Springs, Florida: Mr. Canaday served as the Project Manager for a FEMA hazard mitigation project, including providing FEMA PA and hazard mitigation grant support, as well as reviewing and identifying projects that were eligible for funding. He also assisted the City with the identification of a CDBG home buyout grant that could be utilized to identify eligible candidates of homes with repetitive losses.

Florida Division of Emergency Management: Mr. Canaday served as the Deputy Project Manager for FDEM's on-site Emergency Operations Center during COVID-19, where he assisted with statewide response, providing management of logistical support for field teams for numerous sites. He provided support to various state and federal vaccination sites, including churches, walk-up and drive-through sites, and mobile hospitals, as well as warehouse asset management for over 18,000 assets.

09/2016 – 05/2018: Director | Highlands County Public Safety: In collaboration with the County Administrator, Mr. Canaday participated in the formulation of policy decisions related to divisions and programs under the Public Safety Department as well as throughout the County Administration. He was responsible for preparing and presenting a variety of reports to the County Administrator, County Commission, and federal, state, and local agencies. He also played a central role in overseeing the development, interpretation, and implementation of all divisional procedures and policies to ensure compliance with County, state, and federal policies, guidelines, rules, regulations, and laws.

AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

THIS AGREEMENT made and entered into the 18th day of November, 2024 by and between the City of Hendersonville, a body politic and corporate, whose address is 160 6th Avenue East, Hendersonville, NC 28792 hereinafter referred to as the "City" and iParametrics, LLC, a limited liability corporation organized and existing under the laws of Georgia, whose principal address is 6515 Shiloh Road, Suite 200 Alpharetta, GA 30005, hereinafter referred to as the "CONTRACTOR". The City and the CONTRACTOR are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, on or about October 10, 2024, Henderson County issued a request for proposals entitled "Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services," hereinafter "RFP", pursuant to 2 CFR 200.320(a)(b)(2) Proposals; and

WHEREAS, the RFP by its terms was issued on behalf of certain activating parties, in addition to Henderson County, allowing the named activating parties to participate with the successful proposer chosen by Henderson County at the election of the activating party; and

WHEREAS, iParametrics, LLC, was the successful proposer identified by Henderson County as the proposer submitting the proposal that was most advantageous to the County and the activating parties; and

WHEREAS, the City, as a named activating party under the RFP, has determined that activating a contract with iParametrics, LLC, is most advantageous to the City, and therefore the City desires to retain the CONTRACTOR to provide Comprehensive Disaster Recovery Management ("Services"), hereinafter referred to as the "Scope of Work,"; and

WHEREAS, the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions contained herein; and

WHEREAS, the CONTRACTOR hereby represents to the City that it is competent and otherwise able to provide the Services in a skillful and workmanlike manner at the level customary for professionals and individuals skilled in the CONTRACTOR'S field;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The CONTRACTOR agrees to provide and coordinate the provision of Services within the Scope of Work and any related task assignment. Work performed shall be pursuant to task orders (sometimes referred to in this Agreement as "task assignments", issued by CONTRACTOR in writing, and approved by the City in writing. Such task orders shall include a period of performance as to when the work delineated in the task order shall be completed. To this end, all work performed shall be approved by the City in advance pursuant to the issuance and approval of task orders as delineated in this Section 1, subsection (a).

(b) The recitals herein are incorporated by reference and constitute a material part of this Agreement

upon which the Parties have relied.

(c) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

(d) The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

(e) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing an employment relationship between the Parties, (including, but not limited to, CONTRACTOR'S officers, employees, and agents). The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(f) No claim for Services furnished by the CONTRACTOR not specifically provided for herein or in a task assignment shall be honored by the City.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform and with its own equipment and assets, the services identified in the Request for Proposals and Addendums dated October 10, 2024, issued by Henderson County, entitled "Henderson County Government Request for Proposals:; Comprehensive Disaster Recovery Management Services, to include but are not limited to services related to: FEMA Public Assistance (PA) Programs, FEMA 404 and 406 Hazard Mitigation Grant Program (HMGP) Programs, Financial and Grant Management Support, HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services, Information Technology, Data Management and Reporting Support, Cost Recovery Plan Development and Implementation and Emergency Operations Center and Joint Field Office Staff Augmentation. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the Services. Task Assignments or Task Orders.

SECTION 3: CITY RIGHTS AND RESPONSIBILITIES.

(a) The City shall reasonably cooperate with the CONTRACTOR in a timely fashion so as to facilitate CONTRACTOR'S obligation in providing the Services.

(b) The City shall designate a City representative to oversee, administer, review and coordinate the provision of Services.

(c) The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the City.

(d) The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the Services.

(e) The City shall give written notice to the CONTRACTOR whenever the City's designated representative knows of a development that affects the Services provided and performed under this Agreement, timing of the CONTRACTOR's provision of Services, or a defect or change necessary in the Services of the

CONTRACTOR.

(f) The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

(g) The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(h) Neither the City's review, approval or acceptance of, nor payment for, any of the Services provided by CONTRACTOR shall be construed to operate as a waiver of any rights under this Agreement and the CONTRACTOR shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the CONTRACTOR's negligent provision or performance of any of the Services provided under this Agreement.

(i) All deliverable analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's Services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the City as such services are paid for by the City.

SECTION 4: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each task assignment provided by CONTRACTOR within the Scope of Work according to the schedule of charges as set forth herein in Appendix A.

(b) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth in each individual task order

SECTION 5: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the City and without disputable items, which are received by the City, will be processed for payment within thirty (30) days of receipt by the City. Non-disputed charges shall be processed for payment by the City without delay.

(b) The CONTRACTOR will be reasonably notified of any disputable items contained in invoices submitted by the CONTRACTOR with an explanation of the deficiencies.

(c) The City and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR 's invoices.

(d) Each invoice shall reference this Agreement, the appropriate task assignment provided within the Scope of Work, if applicable, and the relevant billing period.

(e) Invoices shall be forwarded by CONTRACTOR to: The City of Hendersonville
Krystal Powell, Acting Finance Director
KPowell@hvlnc.gov

SECTION 6: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of Services, within 48 hours after execution of

this Agreement by the City, upon the execution of a task assignment under the Scope of Work by the City.

(b) The CONTRACTOR and the City agree to make every effort to adhere to the schedules required by the City or as established for the various task assignments made under the Scope of Work. However, if the CONTRACTOR is delayed at any time in the provision of Services by any act or omission of the City, or of any of its employees, tumult of the City, or by any other contractor employed by the City, or by changes ordered by the City, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's reasonable control which would not reasonably be expected to occur in connection with or during performance or provision of the Services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 7: TERM/LENGTH OF AGREEMENT.

(a) This Agreement shall remain in in full force for the length of time as necessary to complete the necessary FEMA and grant funded projects associated with the City's response and recovery from Tropical System Helene. This includes project scopes as identified in Section 2 (a) and any associated reviews and audits by State or Federal Authorities.

SECTION 8: DESIGNATED REPRESENTATIVES.

(a) The City designates Acting Krystal Powell, Finance Director or his designated representative, to represent the City in all matters pertaining to and arising from the work and the performance of this Agreement; and the CONTRACTOR designates Jeffrey Stevens Vice President, Emergency Management or his designated representative, to represent the CONTRACTOR in all matters pertaining to and arising from the work and performance of the Agreement.

(b) Acting Krystal Powell, Finance Director, as the City representative hereunder, or his/her designated representative, shall have the following responsibilities:

(1) Identification and examination of all Services to be performed and all Services that were performed and rendered, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the City's official representative knows of a defect or change necessary in the task assignments under the Scope of Work; and

(4) Coordinating and assigning in the managing of the CONTRACTOR's preparation of any necessary applications to governmental bodies, and to arrange for submission of such applications.

SECTION 9: TERMINATION BY THE CITY FOR CAUSE.

(a) The City may terminate this Agreement or any task assignment under the Scope of Work for convenience at any time during the term of this Agreement OR for any one (1) or more of the reasons as follows:

(1) If, in the City's opinion, adequate progress to be provided under a task assignment under the Scope of Work is not being made by the CONTRACTOR; or

(2) If, in the City's opinion, the quality of the Services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the City, and the requirements of federal and/or state regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(4) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of federal, state or local law or any provision of the City's Code of Conduct, including, but not limited to, being debarred from any governmental work, with or without due process.

(b) In the event of any of the causes described in this Section being manifest, the City's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any work order for task assignments under the Scope of Work should not be terminated. If assurance satisfactory solely to the City of corrective measures to be made within a reasonable time is not given to the City within seven (7) calendar days of the date of the letter, the City may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement for cause, including any task assignment(s) under the Scope of Work in progress under this Agreement.

(c) In the event that the City determines that the CONTRACTOR is in default, the City may elect to terminate this Agreement for convenience, rather than for cause, without any recourse or remedy by the CONTRACTOR. The thirty (30) days notice required by Section 11, shall not apply in this circumstance where the City has determined that the CONTRACTOR is in default under subsection (b) of this Section 9, but the City elects to terminate this Agreement for convenience instead.

SECTION 10: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the City fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a) hereof, the CONTRACTOR shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the City of said show cause notice, then the CONTRACTOR may consider the City to be in default and may immediately terminate this Agreement.

SECTION 11: TERMINATION OR SUSPENSION OF THE AGREEMENT BY THE CITY FOR CONVENIENCE (WITHOUT CAUSE).

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to

terminate this Agreement in its entirety, or in part as to any specific task assignment, for convenience and without cause upon thirty (30) days written notice. Notice shall be served to the parties as specified in the Agreement.

- In the event that this Agreement is terminated in whole or in part under this Section 11, the City shall identify any specific task assignment(s) under the Scope of Work being terminated and any specific task assignment(s) under the Scope of Work to be continued to completion pursuant to the provisions of this Agreement.
- This Agreement will remain in full force and effect as to all authorized task assignment(s) under the Scope of Work that is/are to be continued to completion.

(b) At any time, the City may suspend Contractor's performance on this Agreement in its entirety, or in part as to any specific task assignment, for convenience and without any prior notice to the CONTRACTOR, provided such suspension shall be temporary, and shall not exceed thirty (30) consecutive calendar days duration.

- In the event the City wishes to suspend CONTRACTOR'S performance for longer than a thirty (30) day period, the City shall comply with the notice provisions of Section 11, subsection (a).
- In the event this Agreement is suspended in its entirety for more than one hundred twenty (120) consecutive calendar days, CONTRACTOR may terminate this Agreement, with CONTRACTOR'S only recourse or remedy against the City being payment for all work performed up to the effective date of termination or suspension.

SECTION 12: PAYMENT IN THE EVENT OF TERMINATION OR SUSPENSION BY THE CITY.

(a) In the event of a termination for convenience under Section 9 or 11, or a suspension of performance under Section 11 by the City, CONTRACTOR shall be paid for all work performed up to the effective date of termination or suspension. Nothing in this Section 12, however, shall be deemed to authorize the CONTRACTOR to work beyond the limits imposed by Section 13 below.

SECTION 13: ACTION FOLLOWING TERMINATION OR SUSPENSION BY THE CITY.

(a) Upon being notified by the City that the City is electing to suspend all or part of the CONTRACTOR'S performance under this Agreement for thirty (30) days or less, the CONTRACTOR shall promptly discontinue the provision of all Services under the Agreement if CONTRACTOR'S performance is suspended in whole, or shall discontinue the provision of Services under the particular task order(s) suspended if the City suspends CONTRACTOR'S performance in part, unless the notice provides otherwise.

(b) Upon being notified by the City that the City is electing to terminate all or part of this Agreement, or to suspend all or part of the CONTRACTOR'S performance under this Agreement, for more than thirty (30) days, the CONTRACTOR shall bring the affected Services to a reasonable and logical stopping point during the thirty (30) day notice period required to be given by the City, unless the City's notice provides otherwise.

SECTION 14: INDEMNITY.

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal costs,

arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the negligent act, error, omission, failure to act, or willful misconduct of the CONTRACTOR, its agents, servants, officers, officials, employees.

(b) To the fullest extent permitted by law, the City, shall indemnify and hold harmless the CONTRACTOR, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal costs, arising out of or resulting from the perfo1mance or provision of services required under this Agreement, provided that same is caused in whole or part by the negligent act, error, omission, failure to act, or willful misconduct of the City, its agents, servants, officers, officials, employees.

(c) The CONTRACTOR shall submit a report to the City within forty-eight (48) hours of learning of any incident resulting in damage or which is reasonably likely to result in a claim of damage related to the provision by the Contractor of Services provided pursuant to this Agreement.

SECTION 15: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of North Carolina and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1) Workers Compensation Insurance as required by statute, including Employers Liability, with limits of $1,000,000 each accident; $1,000,000 disease- policy limit; $1,000,000 disease - each employee.

(2) Commercial General Liability Insurance with limits of $1,000,000 per occurrence and $2,000,000 aggregate. Automobile Liability Insurance with limits of $1,000,000 per occurrence, combined single limits (owned, hired & non-owned).

(3) Umbrella Excess Liability Insurance must be form following and carried with the limits of $10,000,000 per occurrence. Coverage is to include Additional Insured status per underlying General Liability and Automobile Liability policies.

(4) Professional Liability Practice Policy with limits of $5,000,000 per claim and $5,000,000 annual aggregate with a maximum deductible of $25,000 to be paid by Subconsultant.

(b) Upon request, the CONTRACTOR shall provide Certificates of Insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first task assignment under the Scope of Work from the City. These Certificates of Insurance shall become part of this Agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the City under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, or (2) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until

such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the City, the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) The CONTRACTOR shall furnish Certificate of Insurance directly to the City's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

SECTION 16: STANDARDS OF CONDUCT.

(a) The CONTRACTOR represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The· CONTRACTOR agrees to comply with federal, state, and local hiring, environmental, health, and safety laws and regulations applicable to the CONTRACTOR while providing Services hereunder.

(e) The CONTRACTOR shall not engage in any action that would create a conflict of interest under State or federal law in the performance of actions of any City employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate federal, state, or local laws.

SECTION 17: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of Services under this Agreement. At all times records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The City may perform, or cause to have performed, at its own expense an audit of the records of the CONTRACTOR before or after final payment to support final payment under any task assignment performed under the Scope of Work This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the City subsequent to the close of the quarterly fiscal period in which Services are provided. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(c) In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the City within thirty (30) days of notice by the City of the request for the refund.

(d) The CONTRACTOR agrees to fully comply with all state laws relating to public records.

SECTION 18: CODES AND DESIGN STANDARDS.

(a) All Services to be provided or performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City as provided herein and in related task assignments under the Scope of Work, and the laws of any and all federal, state and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the Services to be performed under this Agreement.

SECTION 19: SUBCONTRACTORS.

(a) Any CONTRACTOR's proposed use of subcontractors other than those included in the response to the initial solicitation shall be submitted to the City for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, state registrations, business address, occupational license, tax proof of payment, and insurance certifications.

(b) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the City under this Agreement. It being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the City with executed copies of all subcontracts.

(c) The CONTRACTOR shall reasonably cooperate at all times with the City and other City contractors and professionals.

(d) The City shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third-party beneficiaries to this Agreement.

SECTION 20: CONTROLLING LAWS VENUE

(a) This Agreement is to be governed by the laws of the State of North Carolina. The Contractor, and any subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as applicable, and shall comply with the Uniform Guidance as contained in 2 CFR Part 200, Uniform Administrative Requirements.

(b) Venue and exclusive jurisdiction for any legal proceeding related to this Agreement shall be in the appropriate North Carolina court having jurisdiction in Henderson County, North Carolina.

SECTION 21: DEBARMENT AND SUSPENSION

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As

such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 22: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the Addendum, Appendices and Exhibit(s) and task assignments under the Scope of Work, constitute the entire Agreement between the City and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Addendum, Appendices and Exhibit(s) and task assignments under the Scope of Work,, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) To the extent not in conflict with the provisions of this Agreement, the provisions contained in the proposal submitted by CONTRACTOR, attached hereto as Exhibit A, and the terms of the Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services, shall be binding on the parties hereto as part of this Agreement, all of the foregoing being considered part of this Agreement, and are incorporated herein by reference.

SECTION 23: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the City:
City of Hendersonville
Attn: Krystal Powell, Acting Finance Director
160 6th Avenue East
Hendersonville, NC 28792

For the CONTRACTOR:
iParametrics, LLC
ATTN: Jeffrey Stevens, Executive Vice President
6515 Shiloh Road

Alpharetta, GA 30005

(c) Written notice requirements of this Agreement shall be strictly construed, and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein.

SECTION 24: WAIVER.

(a) The failure of the any party to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to one party by the other hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 25: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in para materia with all other provisions hereof; excepting those provisions held invalid or unenforceable.

IN WITNESS WHEREOF, the parties with their execution below, warrant and represent that this Agreement is being executed by duly authorized representatives of the parties, and that this Agreement shall be effective on the date first stated hereinabove, but only upon execution by all parties hereto and upon proper pre-audit by the City's Finance Director.

Signed:

Jeffrey Stevens
Executive Vice President
iParametrics, LLC

John F. Connet, City Manager
City of Hendersonville

Appendix A - Schedule of Charges

The following charges represent an hourly rate, inclusive of all overhead and profit, for the positions indicated. All non-labor other direct costs, including travel and lodging, will be billed at cost without markup.

Position	Hourly Rate
Project Executive	$210
Subject Matter Expert	$230
Senior Project Manager	$200
Project Manager	$180
Response/Recovery Consultant IV	$180
Response/Recovery Consultant III	$160
Response/Recovery Consultant II	$140
Response/Recovery Consultant I	$120
Administrator	$89
Senior Subject Matter Exper	$250

Services rendered under this Agreement may not exceed $250,000, including all reimbursables.

CONTRACT ADDENDUM

The City of Hendersonville, hereafter the "City" anticipates that this Contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the Federal awarding agency's terms and conditions.

This Contract will be financed, in whole or in part, by funding provided by programs of the Federal Emergency Management Agency (FEMA). Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

A.REMEDIES:

PERFORMANCE AND DEFAULT: If, through any cause, contractor is determined to be in default pursuant to Section 9 of the Agreement, and the City terminates the Agreement for cause, contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the contractor for the purpose of set off until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from contractor without expense to the City.

In the event of default by the contractor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under The Contract, or upon the contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the contractor, the City may immediately cease doing business with the contractor, immediately terminate The Contract for cause, and may take action to debar the contractor from doing future business with the City.

B.TERMINATION FOR CONVENIENCE:

If this contract contemplates deliveries or performance over a period of time, the City may, for any reason within its sole discretion, terminate this contract at any time by providing 30 days' notice in writing from the City to the contractor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.

C. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

E. OTHER NON-DISCRIMINATION STATUTES

Contractor acknowledges that the City is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

a. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

d. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto

F. COMPLIANCE WITH THE DAVIS-BACON ACT- CONSTRUCTION

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

G. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

H. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States(in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

I. RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

K. FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

L. DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

M. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

N. PROCUREMENT OF RECOVERED MATERIALS

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

0. ACCESS TO RECORDS

1) The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the

Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

P. CONTRACT MODIFICATIONS

Changes To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

Q. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

R. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

S. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

T. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

U. DOMESTIC PREFERENCE CLAUSE

As appropriate and to the extent consistent with law, the City and the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." - For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

V. CONFLICT OF INTEREST/GIFTS AND FAVORS

a) Contractor understands that (1) The City will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the Conflict of Interest Policy of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat.§ 14-234(a)(1) and N.C. Gen. Stat.§ 14-234.3(a)).

b) Contractor certifies to the City that as of the date hereof, to the best of its knowledge after

reasonable inquiry, no employee, officer, or agent of the City involved in the selection, award, or administration of this Contract (each, a "Covered Individual'), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the City in writing.

c) Contractor certifies to the City that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the City. Should Contractor obtain knowledge of the provision, or offer of the provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the City in writing.

W. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause-

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification:

The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

X. SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b) For the purposes of Section XII(a). an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under N.C. Gen. Stat.§ 143-128.4(a), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

Y. BUY AMERICA

If this project is subject to the Build America, Buy America Act (BABAA), the Contractor and its subcontractors shall certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractor and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement.

Z. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the- job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

AA. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), the City encourages Contractor to adopt and enforce policies that ban text messaging while driving.

BB. Conflicts and Interpretation

To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

BY: _____
Name: Jeffrey Stevens
Title: EVP/GM

CITY OF HENDERSONVILLE:

BY: _____
Name: John F. Connet
Title: City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act. N.C.G.S. 159-28(a).

_____
Acting Finance Director

APPENDIX B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

(1) The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The Contractor also certifies that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

CONTRACTOR:

BY: _____

Name: Jeffrey Stevens

Title: EVP/GM

Date: 11/19/24

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2024.

_____

Notary Public

Print Name: Daniel Heyman

DANIEL HEYMAN
NOTARY PUBLIC
Transylvania County
North Carolina
My Commission Expires 09/06/2027

APPENDIXC
CERTIFICATION REGARDING LOBBYING
(To be submitted with all offers exceeding $100,000; must be executed prior to Award)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 1352, et seq., apply to this certification and disclosure, if any.

CONTRACTOR:

BY: _____
Name: Jeffrey Stevens
Title: EVP/GM

Date: 11/19/24

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2024.

_____
Notary Public

DANIEL HEYMAN
NOTARY PUBLIC
Transylvania County
North Carolina
My Commission Expires 09/06/2027

Print Name: Daniel Heyman

APPENDIX D
BABAA CERTIFICATION OF COMPLIANCE

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58 §§ 70901-52.

The undersigned certifies, to the best of their knowledge and belief, that:

All the iron, steel, manufactured products, and construction materials used in the contract are in full compliance with BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The Contractor, iParametrics, LLC , certifies or affirms the· truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

CONTRACTOR:

BY: _____
Name: Jeffrey Stevens
Title: EVP/GM

Date: 11/19/24

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2024.

_____
Notary Public

Print Name: Daniel Heyman

DANIEL HEYMAN
NOTARY PUBLIC
Transylvania County
North Carolina
My Commission Expires 09/06/2027

EXHIBIT A
SCOPE OF SERVICES

Being and consisting of the proposal submitted by iParametrics, LLC, in response to the Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services, issued October 10, 2024, said proposal being attached hereto and incorporated herein by reference.

[Attach Proposal]

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

AMENDMENT TO AGREEMENT FOR COPMREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

THIS AMENDMENT TO AGREEMENT FOR COPMREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES, made and entered into this 10th day of March, 2026, by and between the City of Hendersonville, North Carolina, a municipal corporation, hereinafter "City," and iParametrics, LLC, a Georgia limited liability company, (hereinafter "CONTRACTOR,"), having an address of 6515 Shiloh Road, Suite 200 Alpharetta, GA 30005,

WITNESSETH:

That whereas, an AGREEMENT FOR COPMREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES was entered into between the City and CONTRACTOR, dated November 18, 2024, for the provision of disaster management services, hereinafter "Agreement"; and

Whereas, the parties desire to amend the Agreement to modify the not to exceed amount of the Agreement due to the fact that the City is 18 months into recovery from Hurricane Helene, has been diligently working with CONTRACTOR to evaluate the City's damage, gather required documentation, organize and submit projects for consideration by FEMA under the Public Assistance Program, but there is substantially more work that will be required of both the City and the CONTRACTOR to complete the City's recovery;

NOW THEREFORE THIS AMENDMENT to the Agreement, that for an inconsideration of the mutual promises contained hereinbelow, the sufficiency of which is acknowledged hereto by all parties, the parties agree as follows:

1. Appendix A – Schedule of Charges is amended as follows:

   "Services rendered under this Agreement may not exceed ~~$250,000~~ $499,999, including all reimbursables."

Except as specifically modified herein, the terms and conditions of the Agreement are ratified by both parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed effective as of the date set forth above.

THE CITY OF HENDERSONVILLE

Dated Signed: 3/11/2026

BY: _____ (Seal)
John Connet, City Manager

iParametrics, LLC

Dated Signed: 3/11/2026

BY: _____ (Seal)
Jeffrey Stevens, Executive Vice President

Pre-audit: This has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

_____, Krystal Powell, Finance Director 3/11/26

Justification, Conflict of Interest and Price Analysis Reporting Sheet

Contractor Name: iParametrics

Contract Date: 11/18/2024; amendment date 3/10/2026

Vendor does not appear on the Federal Debarment or Suspension List: ☒ ____

Contract/Purchase Purpose and Justification as to Why Contract/Purchase is Needed and How it Pertains to Tropical Storm Helene Emergency: Contract purpose was to provide FEMA and other grant management assistance, project assistance, and other needed administrative services resulting from Hurrican Helene.

Amendment Justification: The City is only about midway through the FEMA – PA and project submission and approval process. The scope of services in this contract is very comprehensive and there remains a lot more services to be provided under this contract. The contract itself contemplates in Section 7 that the contract will last "for the length of time necessary to complete the necessary FEMA and grant funded projects associated with the City's response and recovery from Tropical Storm Helene." Originally the contract provided a not-to-exceed amount of $250,000; however we are not anywhere near completion of the required Helene related services of iParametric in the scope of services, and we have used the entire $250,000 not to exceed. It is necessary to provide a new not-to-exceed amount of $499,999.00, which is under the limit of authority of the City Manager is allowed to approve and sign under the City's local contract management policy. Because the scope of services is the same, and no "new" work is being assigned the City is not considering this as a cardinal change of the contract; however in the event that FEMA disagrees, the City asserts that this amendment would also be justified by the sole source noncompetitive procurement as iParametric is so engrained into the City's processes, and all of the City's data has been formatted to match iParametrics models, it would actually be very disruptive and result in a cost increase to switch vendors this deep into the process. Only one vendor could pick up and continue with the services being provided without resulting in any discontinuity – iParametrics, and for this reason they are being considered as a sole source provider at this point.

Pricing Analysis: iParametrics is continuing to offer the negotiated hourly rates under the original contract, which was procured through a competitive proposal process.

Conflict of Interest Check: See Conflict of Interest Form on file. There is no conflict of interest.

Duplicative Supplies and Services: This service is not duplicative of other services being provided – no other procurement for FEMA grant related submission services has been conducted except expert level project specific services have been procured (architectural and engineering) which iParametrics would not be qualified to provide.

Procurement Method Used: Sealed proposals

Contract Type: Not to exceed - Hourly: ☒

Rationale for Contractor Selection:
☒ Contractor Integrity, ☒ Compliance with Public Policy, ☐ Record of Past Performance,
☒ Financial and Technical resources

Rationale: iParametrics was selected as most qualified and providing the most advantageous proposal for the City of Hendersonville through a sealed competitive proposal process.

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO INCREASE CONTRACT WITH IPARAMETRICS, LLC

WHEREAS, the City of Hendersonville's Finance Department is submitting this request representing City Leadership; and,

WHEREAS, on November 19th, 2024, the City executed the attached agreement with iParametrics, LLC, for disaster recovery management services; and,

WHEREAS, on October 10th, 2024, Henderson County issued a request for proposals entitled "Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services"; and,

WHEREAS, iParametrics proposal response to this RFP is attached. By its terms, the RFP was issued on behalf of certain activating parties, in addition to Henderson County. This allowed the named activating parties to participate with the successful proposer chosen by Henderson County at the election of the activating party. iParametrics, LLC, was the successful proposer identified by Henderson County as the proposer submitting the proposal that was most advantageous to the County and the activating parties; and,

WHEREAS, the City of Hendersonville, as a named activating party under the RFP, activated the attached contract with iParametrics, LLC, on November 19th, 2024, for a not-to-exceed amount of $250,000.00. On March 11th, 2026, the City executed the attached amendment to the original agreement increasing the not-to-exceed value to $499,999.00; and,

WHEREAS, the City has monitored the contract work closely for both completed and in-progress projects throughout the FEMA process; and,

WHEREAS, the current amount spent under this contract to date is $493,247.00. City Leadership has determined that the contract needs to be increased by an additional $250,000.00. This would increase the not-to-exceed to $749,999.00. From a budgetary perspective, the City has approximately $99,448.00 designated for Category Z recovery spending available and is separately submitting a request for approval from City Council for a budget amendment to cover the shortfall that would be created by this contract increase; and,

WHEREAS, since this would increase the contract to an amount within the $500,000.00 or greater threshold, this increase requires prior City Council approval; and,

WHEREAS, City Leadership requests City Council authorization for the City Manager to execute an amendment to increase the not-to-exceed amount on this contract to $749,999.00; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the City Manager is authorized to execute an amendment to increase the contract with iParametrics, LLC, to a not-to-exceed amount of $749,999.00.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of November, 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: Jennifer Floyd **MEETING DATE:** 11/5/2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: Approval to Declare and Sell Surplus- *Jennifer Floyd, Assistant to the City Manager*

SUGGESTED MOTION(S):

I move City Council to adopt the *Resolution by the City of Hendersonville City Council to declare the following asset as surplus and to authorize it to be sold via internet auction.*

SUMMARY:

The City of Hendersonville has determined that the Crane Carrier Rear Loader Garbage Truck, City Vehicle ID: 26-07, VIN: 1CYCAZ485CT050201 should be declared surplus. The Fleet Department has concluded this vehicle has reached the end of service life. This is being submitted for Council approval per N.C.G.S. § 265 as the value of the assets is greater than $29,999.99. Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(C), internet auction is legally appropriate provided Council approves this Resolution.

ATTACHMENTS:

Resolution # 11-1051
Resolution for this Surplus

Resolution #11-1051

A Resolution Delegating the Authority for Declaring Personal Property Surplus

Whereas, North Carolina General Statutes 160A-266(b) provides that private negotiation and sale may be used with respect to disposing of personal property valued at less than $30,000 for any one item or group of similar items; and

Whereas, North Carolina General Statutes 160A-266(c) provides that the City Council may authorize one or more City officials to declare surplus any personal property valued at less than $30,000 for any one item or group of items; and

Whereas, North Carolina General Statutes 160A-270 (c) authorizes the use of electronic advertising for electronic auction of surplus property;

Now, Therefore, Be It Resolved by the City Council of the City of Hendersonville, North Carolina, that effective as of the date of adoption of this ordinance, the City Manager is granted authority to declare as surplus personal property any single item or a group of items with a value of up to $30,000, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property; and

Be It Further Resolved, that the City Manager shall keep a record generally describing the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange, and shall make a report to the City Council ~~at the next regularly scheduled meeting of the City Council~~ **describing the results of the sale.**

[Additions are **bold underlined**, deletions are ~~struck through~~]

Adopted this sixth day of October, 2011.

ATTEST:

Barbara G. Volk

Barbara G. Volk, Mayor, City of Hendersonville

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk

G:\Clerk\Resolutions\Res 11\111051 Res Delegating auth for personal property disposal.wpd

THE CITY OF HENDERSONVILLE, N.C. 1847

Resolution #R-26-XX

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DECLARE THE CRANE CARRIER REAR LOADED GARBAGE TRUCK SURPLUS AND TO AUTHORIZE IT TO BE SOLD VIA INTERNET AUCTION

WHEREAS, The City of Hendersonville has determined that the Crane Carrier Rear Loader Garbage Truck, City Vehicle ID: 26-07, VIN: 1CYCAZ485CT050201 (the "Asset"), should be declared surplus; and

WHEREAS, The Asset has been identified as having reached the end of service life; and

WHEREAS, Based on review of recent online comparable-sales information, the Asset has an estimated market value of approximately $35,000; and

WHEREAS, City staff is requesting that this Asset be declared surplus with the intent to sell it via internet auction; and

WHEREAS, This is being submitted for Council approval per N.C.G.S. § 160A-265 as the value of the Asset is greater than $29,999.99; and

WHEREAS, Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(c), internet auction is legally appropriate provided Council approves this Resolution; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina declares the Asset described herein as surplus, and that the City Manager, or his designee, is authorized to proceed with selling this Asset via internet auction upon the following terms:

1. The City Manager, or his Designee, is authorized to list the Asset with the City's existing electronic service provider www.AuctionsInternational.com, with notice solely by electronic means at least 10 days before the start of the electronic auction, with the auction beginning Wednesday, November 18, 2026.
2. The terms of the sale are that:
    a. The Asset shall be sold as-is, where-is, with no warranties express or implied,
    b. That the buyer will pay the full amount of their bid by the close of business not less than 5 business days from the close of the auction by cash or certified check, and
    c. Such additional terms as the City Manager or his designee may deem reasonable.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of November, 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: Jennifer Floyd **MEETING DATE:** 11/5/2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: Approval to Declare and Sell Surplus- *Jennifer Floyd, Assistant to the City Manager*

SUGGESTED MOTION(S):

I move City Council to adopt the *Resolution by the City of Hendersonville City Council to declare the following asset as surplus and to authorize it to be sold via internet auction.*

SUMMARY:

The City of Hendersonville has determined that the Freightliner Pothole Patcher Truck, City Vehicle ID: 22-05, VIN: 1FVHCYDJ67HY06386, should be declared surplus. The Fleet Department has concluded this vehicle has reached the end of service life. This is being submitted for Council approval per N.C.G.S. § 265 as the value of the assets is greater than $29,999.99. Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(C), internet auction is legally appropriate provided Council approves this Resolution.

ATTACHMENTS:

Resolution # 11-1051
Resolution for this Surplus

Resolution #11-1051

A Resolution Delegating the Authority for Declaring Personal Property Surplus

Whereas, North Carolina General Statutes 160A-266(b) provides that private negotiation and sale may be used with respect to disposing of personal property valued at less than $30,000 for any one item or group of similar items; and

Whereas, North Carolina General Statutes 160A-266(c) provides that the City Council may authorize one or more City officials to declare surplus any personal property valued at less than $30,000 for any one item or group of items; and

Whereas, North Carolina General Statutes 160A-270 (c) authorizes the use of electronic advertising for electronic auction of surplus property;

Now, Therefore, Be It Resolved by the City Council of the City of Hendersonville, North Carolina, that effective as of the date of adoption of this ordinance, the City Manager is granted authority to declare as surplus personal property any single item or a group of items with a value of up to $30,000, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property; and

Be It Further Resolved, that the City Manager shall keep a record generally describing the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange, and shall make a report to the City Council ~~at the next regularly scheduled meeting of the City Council~~ **describing the results of the sale.**

[Additions are **bold underlined**, deletions are ~~struck through~~]

Adopted this sixth day of October, 2011.

ATTEST:

Barbara G. Volk

Barbara G. Volk, Mayor, City of Hendersonville

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk

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Resolution #

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DECLARE THE FREIGHTLINER POTHOLE PATCHER TRUCK SURPLUS AND TO AUTHORIZE IT TO BE SOLD VIA INTERNET AUCTION

WHEREAS, The City of Hendersonville has determined that the Freightliner Pothole Patcher Truck, City Vehicle ID: 22-05, VIN: 1FVHCYDJ67HY06386 (the "Asset"), should be declared surplus; and

WHEREAS, The Asset has been identified as having reached the end of service life; and

WHEREAS, Based on review of recent online comparable sales information, the Asset has an estimated market value ranging from approximately $18,000 to $32,000; and

WHEREAS, City staff is requesting that this Asset be declared surplus with the intent to sell it via internet auction; and

WHEREAS, This is being submitted for Council approval per N.C.G.S. § 160A-265 as the value of the Asset is potentially greater than $29,999.99; and

WHEREAS, Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(c), internet auction is legally appropriate provided Council approves this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina declares the Asset described herein as surplus, and that the City Manager, or his designee, is authorized to proceed with selling this Asset via internet auction upon the following terms:

1. The City Manager, or his Designee, is authorized to list the Asset with the City's existing electronic service provider www.AuctionsInternational.com, with notice solely by electronic means at least 10 days before the start of the electronic auction, with the auction beginning Wednesday, November 18, 2026.
2. The terms of the sale are that:
    a. The Asset shall be sold as-is, where-is, with no warranties express or implied,
    b. That the buyer will pay the full amount of their bid by the close of business not less than 5 business days from the close of the auction by cash or certified check, and
    c. Such additional terms as the City Manager or his designee may deem reasonable.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of November, 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: Adam Steurer **MEETING DATE:** November 5, 2026

AGENDA SECTION: Presentations **DEPARTMENT:** Water and Sewer

TITLE OF ITEM: Gary Norton NC Surface Water Treatment Operator of the Year Recognition – *Adam Steurer, Utilities Director*

SUGGESTED MOTION(S):

N/A

SUMMARY:

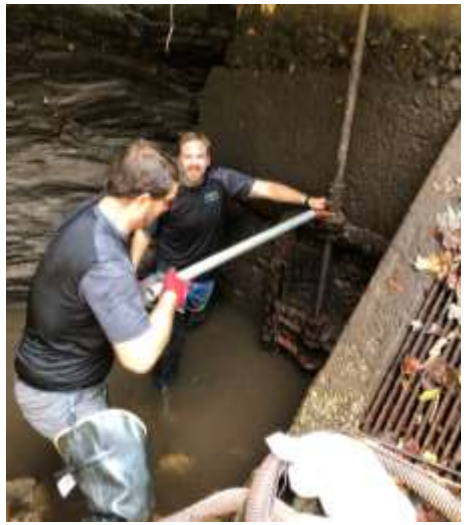
Chief Water Treatment Operator, Gary Norton, was named North Carolina's A-Surface Water Operator of the Year by the North Carolina Waterworks Operators Association (NCWOA).

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:








2026
A SURFACE
OPERATOR
OF THE YEAR
GARY NORTON
CITY OF
HENDERSONVILLE

Updates from Carl Sandburg Home National Historic Site

Ashley Pipkin, Superintendent

Introduction

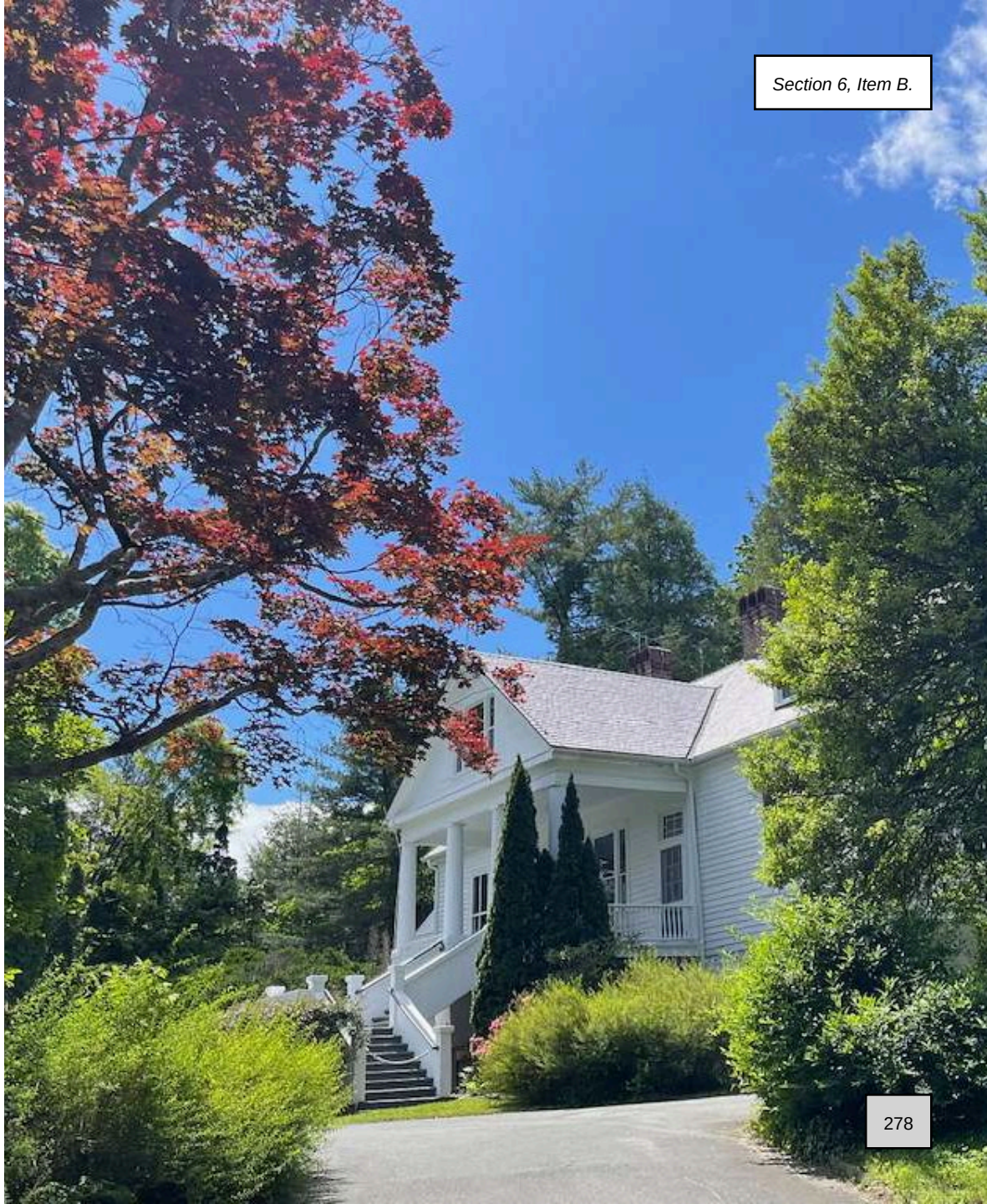
- Ashley Pipkin assumed responsibility of Carl Sandburg Home NHS on July 7.
  - 15 years with the National Park Service
  - Mostly in Western Parks
  - Native of South Carolina
- Priorities
  - Connecting with community and partners
  - Repairing damage from Hurricane Helene
  - Providing excellent experiences for park visitors



Park Resources

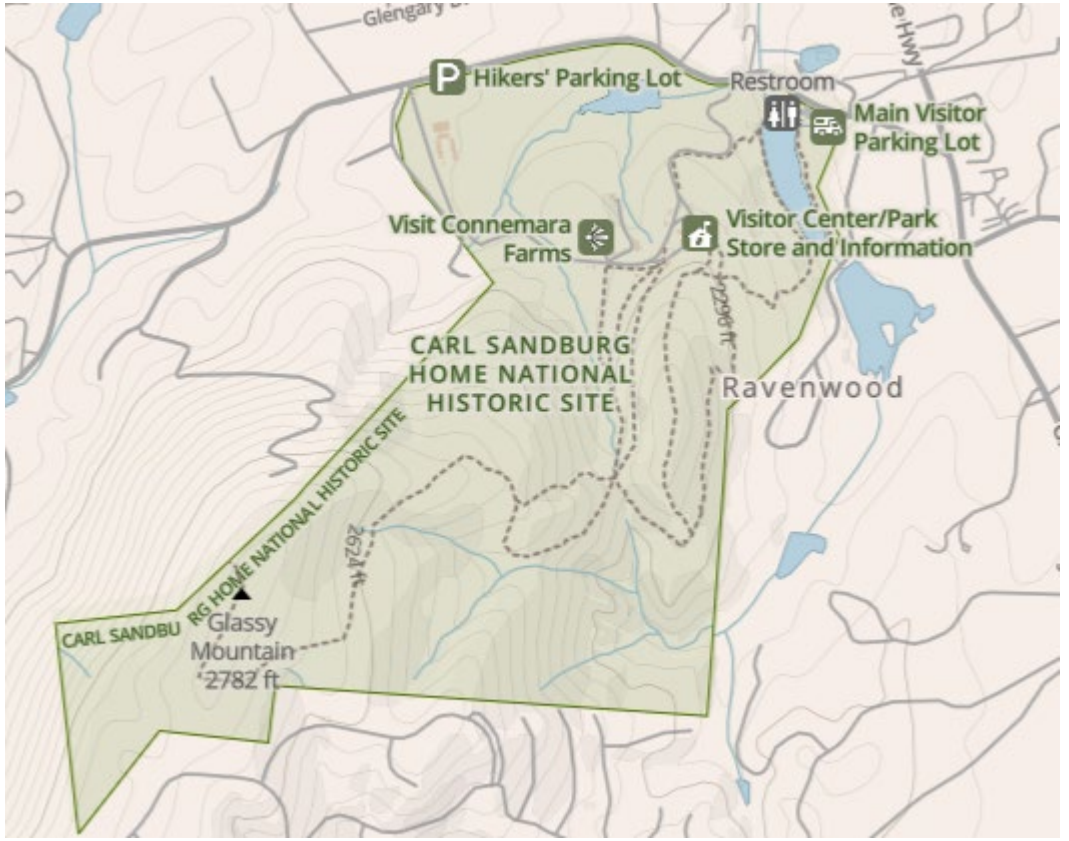
- Historic Home Area
- Historic Farm Area
- Cultural Landscape
- Museum Collections





Recreational Opportunities

















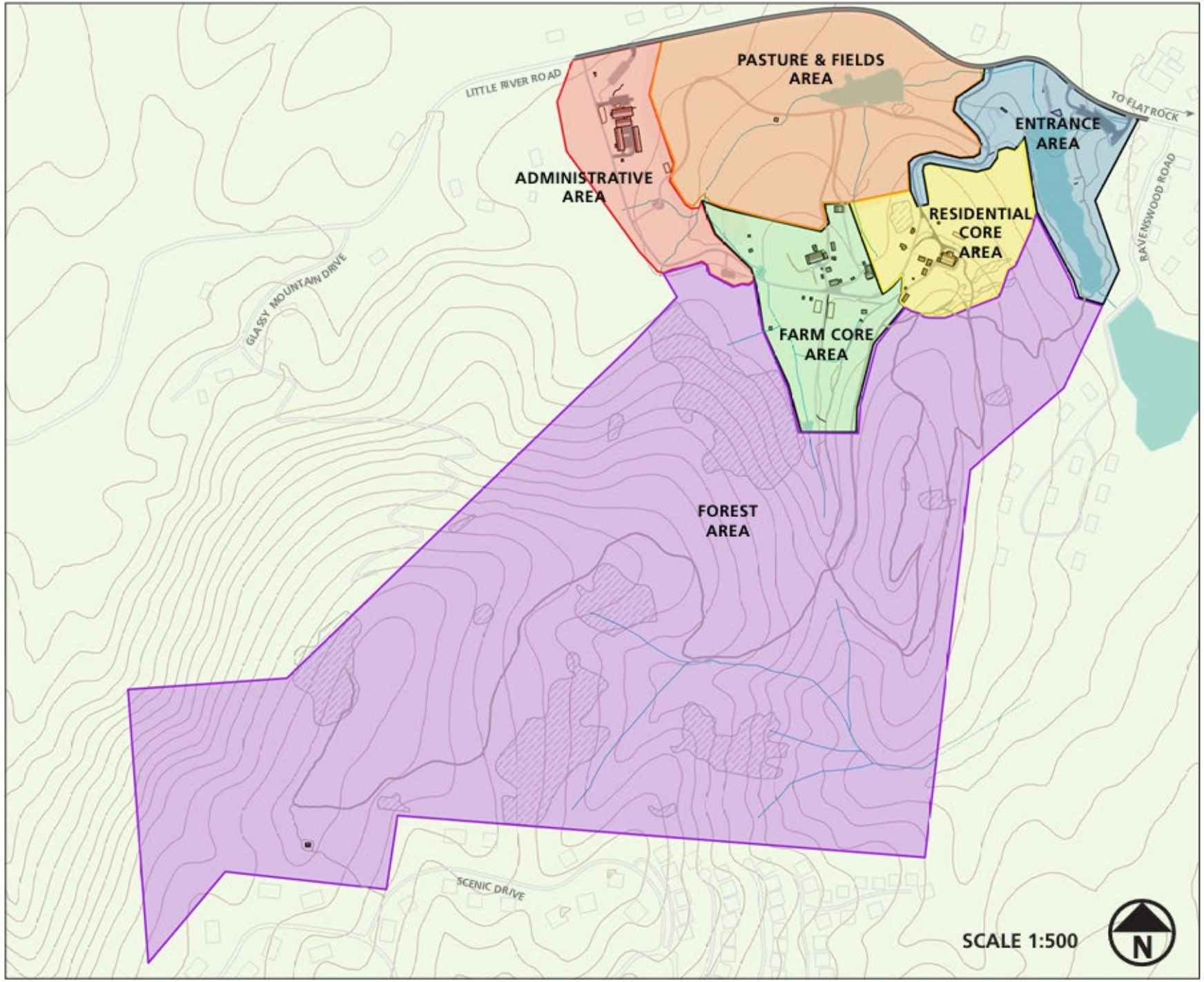


Illustration Key

- Residential Core Area (Illus. 3.11, 3.14, 3.15)
- Farm Core Area (Illus. 3.4, 3.12)
- Pasture and Fields Area (Ilus. 3.5)
- Forest Area (Illus. 3.6)
- Administrative Area (Illus. 3.7)
- Entrance Area (Illus. 3.8, 3.9, 3.13)

Notes:
1. Outer Character Area boundaries correspond to the site property boundary.
2. See text for detailed descriptions of Character Areas.

Credits:
1. National Park Service, CARL Archives
2. ESRI
3. WLA Studio

Illustration 3.1
Existing Conditions: Character Areas
Carl Sandburg Home National Historic Site
OCTOBER 2022



Community Concerns





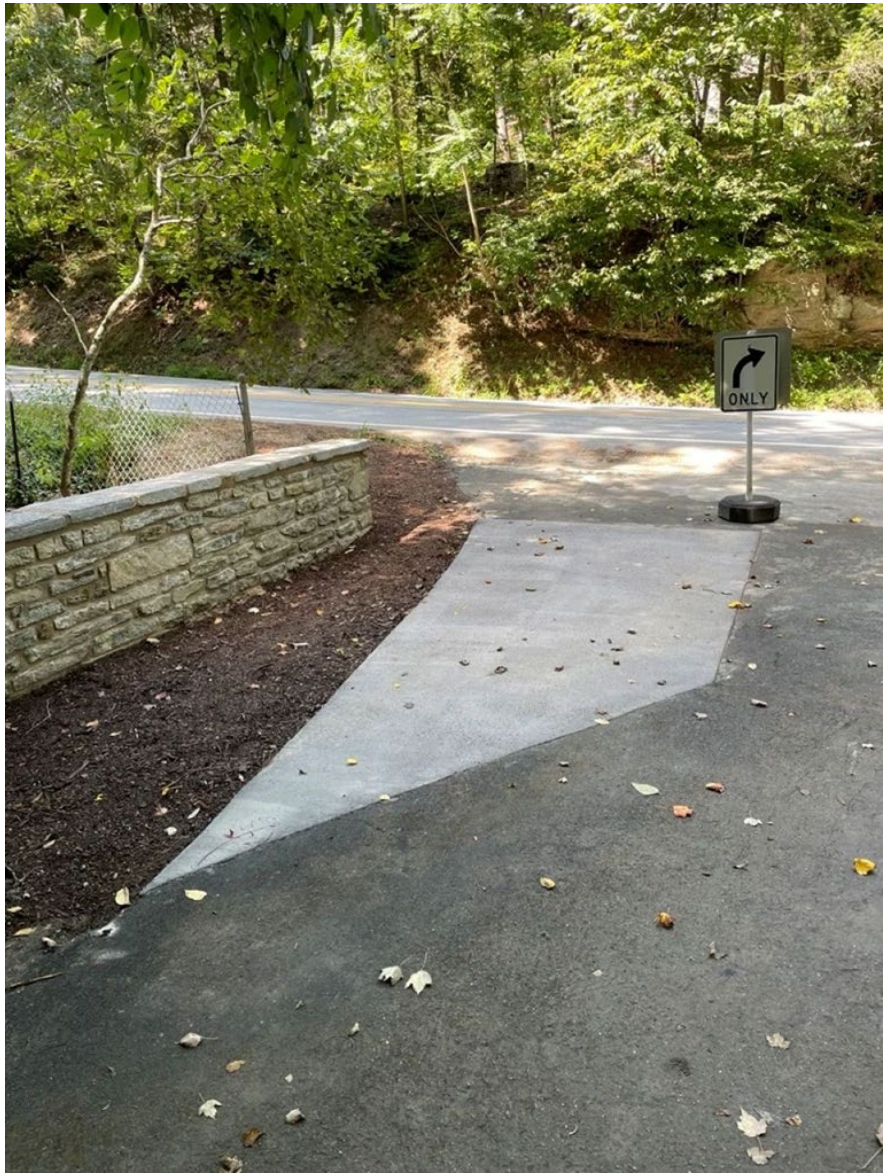











ONLY

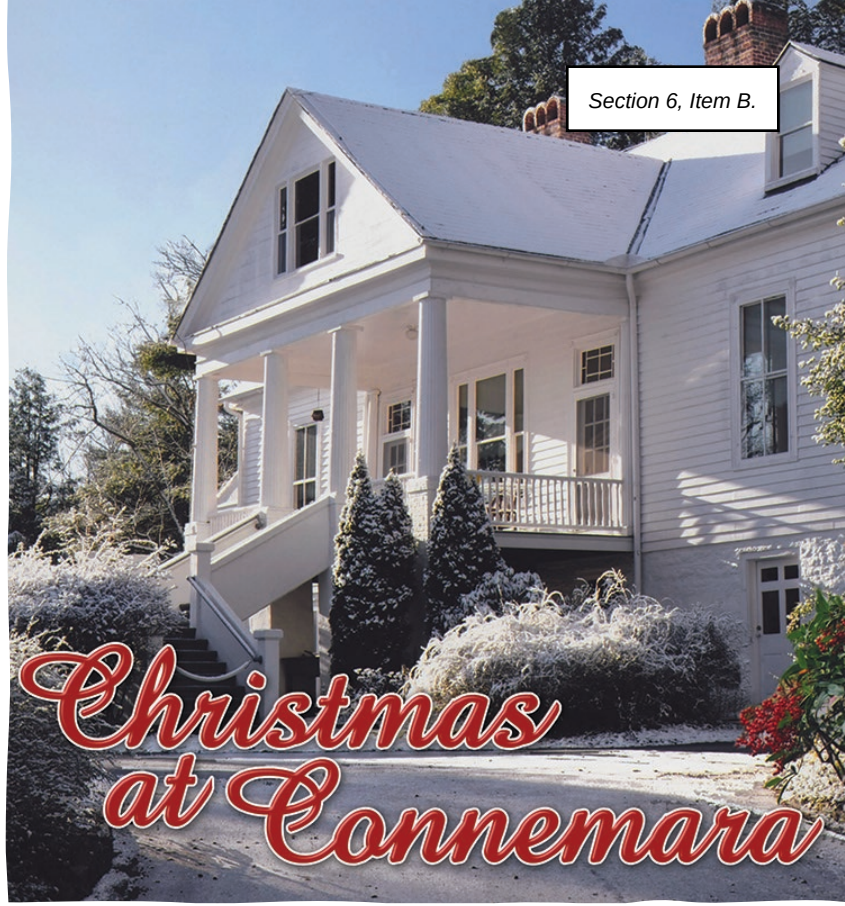





An American Classic





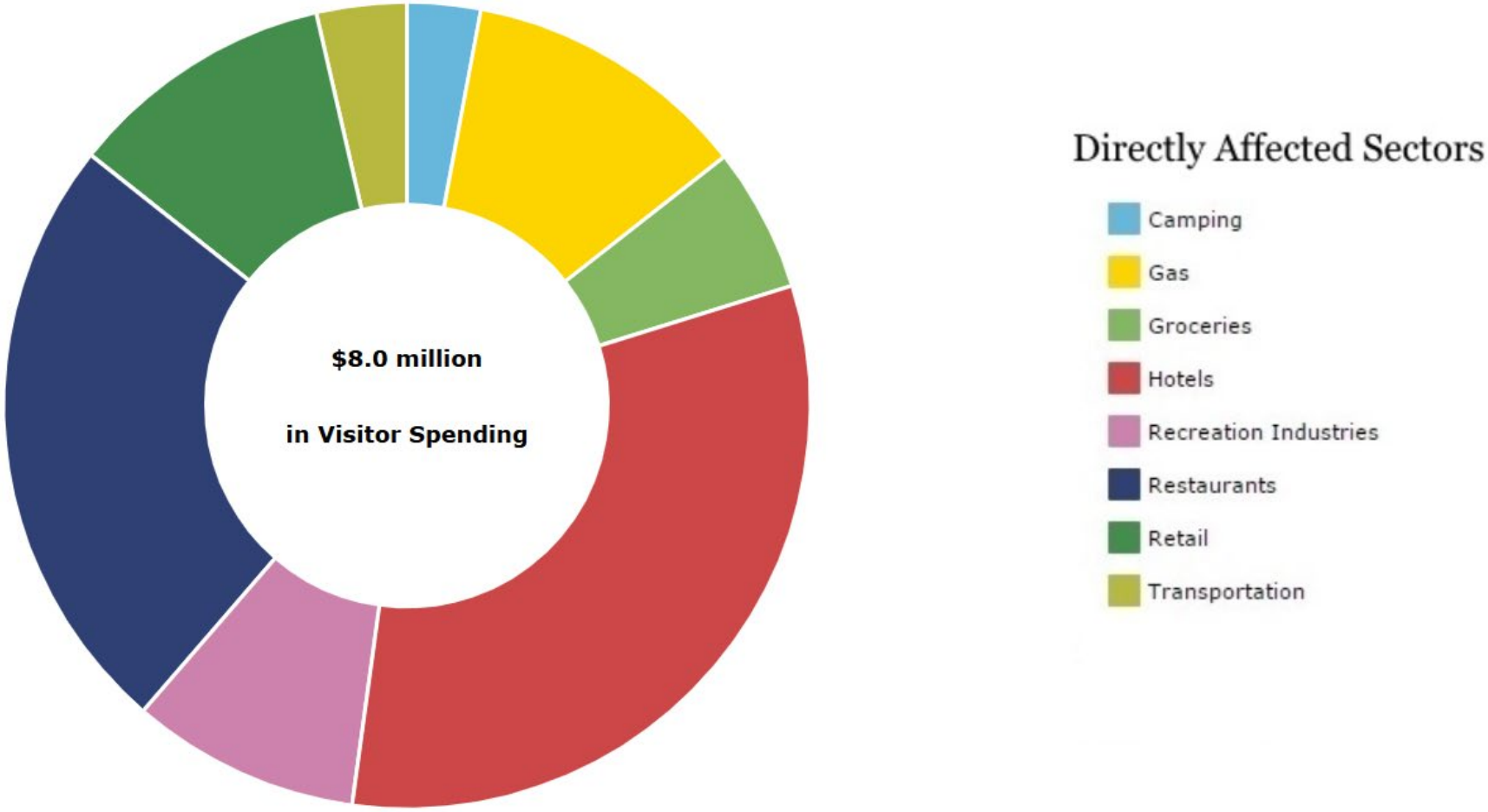


Welcoming the Community

- House Tours
- School Groups
- Special Events

Economic Impact

In 2024, 113 thousand park visitors spent an estimated $8.0 million in local gateway regions while visiting Carl Sandburg Home National Historic Site. These expenditures supported a total of 83 jobs, $3.3 million in labor income, $6.0 million in value added, and $10.3 million in economic output in local gateway economies surrounding Carl Sandburg Home National Historic Site.





Improving the Park and Connecting with You

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Sarah McLaurin

MEETING DATE: November 5, 2026

AGENDA SECTION: Public Hearing

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation: Public Hearing- 1208 Stanwood Ln (26-57-ANX) – *Sarah McLaurin, Planner II*

SUGGESTED MOTION(S):

For Approval:	**For Denial:**
I move 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 Michael and Ginger Murphy, identified as PIN 9568-51-8549, 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.	I move that City Council deny the petition received from Drake Bruner, Michael Murphy, and Ginger Murphy, requesting the annexation of that property having PIN 9568-51-8549.

SUMMARY:

The City of Hendersonville has received a petition from Drake Bruner of Watermark Landscape Architecture (applicant) and Michael and Ginger Murphy (property owners) for contiguous annexation of a 1.88 acre parcel (PIN: 9568-51-8549) located on Stanwood Lane. Please refer to the attached maps for additional information.

On October 1, 2026, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted by Drake Bruner, Michael Murphy, and Ginger Murphy and set November 5, 2026, as the date for the public hearing

PROJECT/PETITIONER NUMBER:	• 26-57-ANX
PETITIONER NAME:	• Drake Bruner of Watermark Landscape Architecture (applicant) • Michael and Ginger Murphy (property owners)

ATTACHMENTS:	1. Draft Ordinance 2. Signed Certificate of Sufficiency 3. Signed Resolution (setting public hearing) 4. Annexation Plat 5. Legal Description 6. Annexation GIS map 7. Deed 8. Petition for Annexation

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 CONTIGUOUS ANNEXATION

IN RE: Petition for Contiguous Annexation
Petitioner: Drake Bruner of Watermark Landscape Architecture
File No. 26-57-ANX

WHEREAS, The City of Hendersonville has been petitioned by Michael and Ginger Murphy, owners, and Drake Bruner, applicant, 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 Center), Hendersonville, NC at 5:45 pm, on the 5th day of November 2026, after due notice by publication as provided by law on October 27th, 2024; 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 5th day of November 2026.

Being all of that real property consisting of PIN 9568-51-8549 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9568-51-8549 being described by metes and bounds as follows:

Beginning at a 3/4" iron pipe located in the southern margin of Stanwood Lane, said point having NC Grid Coordinates of Northing – 581906.3126 and Easting – 965983.3197, and proceeding thence from beginning point thus established, S 03°04'28" 7.43' to a 5/8" rebar, thence N 86°12'03" W 9.39' to a 1/2" iron pipe set, thence S 00°49'55" E 150.27' to a 1/2" iron pipe set, thence S 86°13'20" E 5.43' to a 1/2" iron pipe set, thence S 00°40'38" W 224.72' to a nail found at the centerline of the 60' right of way of Drake Street, thence S 00°36'16" W 202.87' to a point in the centerline of a creek (passing a 1/2" iron pipe set at 183.99'), thence with the centerline of the creek N 67°20'19" W 155.67' to a point, thence leaving said creek, N 00°12'09" W 10.31' to a 1/2" rebar, thence N 00°12'09" W 170.04' to a 1/2" iron pipe set at the centerline of the 60' right of way of Drake Steet, thence N 00°12'09" W 356.28' to a 1/2" iron pipe located in the southern margin of Stanwood Lane, thence S 85°37'07" E 152.16' to the point and place of beginning. Containing 1.88 Acres as per survey by Associated Land Surveyors & Planners, PC bearing job number S-26-388.

2: Upon and after the 5th day of November 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 6th day of August 2026.

Attest: _____ Barbara G. Volk, Mayor, City of Hendersonville

_____
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, and 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 _____, 2026.

My commission expires: _____

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation
Petitioner: Drake Bruner of Watermark Landscape Architecture
File No. 26-57-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 +/- 1.91 acres located on Stanwood Lane in Hendersonville, NC, being tax parcel PIN 9568-51-8549, 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 1st day of October, 2026.

(City Seal)

Jill Murray, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Being all of that real property consisting of PIN 9568-51-8549 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9568-51-8549 being described by metes and bounds as follows:

Beginning at a 3/4" iron pipe located in the southern margin of Stanwood Lane, said point having NC Grid Coordinates of Northing – 581906.3126 and Easting – 965983.3197, and proceeding thence from beginning point thus established, S 03°04'28" 7.43' to a 5/8" rebar, thence N 86°12'03" W 9.39' to a 1/2" iron pipe set, thence S 00°49'55" E 150.27' to a 1/2" iron pipe set, thence S 86°13'20" E 5.43' to a 1/2" iron pipe set, thence S 00°40'38" W 224.72' to a nail found at the centerline of the 60' right of way of Drake Street, thence S 00°36'16" W 202.87' to a point in the centerline of a creek (passing a 1/2" iron pipe set at 183.99'), thence with the centerline of the creek N 67°20'19" W 155.67' to a point, thence leaving said creek, N 00°12'09" W 10.31' to a 1/2" rebar, thence N 00°12'09" W 170.04' to a 1/2" iron pipe set at the centerline of the 60' right of way of Drake Steet, thence N 00°12'09" W 356.28' to a 1/2" iron pipe located in the southern margin of Stanwood Lane, thence S 85°37'07" E 152.16' to the point and place of beginning. Containing 1.88 Acres as per survey by Associated Land Surveyors & Planners, PC bearing job number S-26-388.

Resolution #R-26-90

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. November 5th, 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 9568-51-8549 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9568-51-8549 being described by metes and bounds as follows:

Beginning at a 3/4" iron pipe located in the southern margin of Stanwood Lane, said point having NC Grid Coordinates of Northing – 581906.3126 and Easting – 965983.3197, and proceeding thence from beginning point thus established, S 03°04'28" 7.43' to a 5/8" rebar, thence N 86°12'03" W 9.39' to a 1/2" iron pipe set, thence S 00°49'55" E 150.27' to a 1/2" iron pipe set, thence S 86°13'20" E 5.43' to a 1/2" iron pipe set, thence S 00°40'38" W 224.72' to a nail found at the centerline of the 60' right of way of Drake Street, thence S 00°36'16" W 202.87' to a point in the centerline of a creek (passing a 1/2" iron pipe set at 183.99'), thence with the centerline of the creek N 67°20'19" W 155.67' to a point, thence leaving said creek, N 00°12'09" W 10.31' to a 1/2" rebar, thence N 00°12'09" W 170.04' to a 1/2" iron pipe set at the centerline of the 60' right of way of Drake Steet, thence N 00°12'09" W 356.28' to a 1/2" iron pipe located in the southern margin of Stanwood Lane, thence S 85°37'07" E 152.16' to the point and place of beginning. Containing 1.88 Acres as per survey by Associated Land Surveyors & Planners, PC bearing job number S-26-388.

Re: Petition for Contiguous Annexation
Petitioner: Drake Bruner of Watermark Landscape Architecture
File No. 26-57-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 1st day of October, 2026.

Attest:

Jennifer Hensley, Mayor Pro Tem
City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

This Plat represents the area being annexed to the City of Hendersonville, N.C. pursuant to NCGS 160A-31, by Ordinance duly adopted (Annexation Ordinance _____).

This the _____ day of _____, 20__

_____
Jill Murray, City Clerk

State of North Carolina
County of Henderson

I, Matt Champion 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 Date

Grid North
NAD83(2011)

Stanwood Lane
Asphalt, Public
City of Hendersonville Maintained

40' Right of Way
As Per D.B. 3448, Pg. 522

City of Hendersonville Corporate Limits

3/4" EIP
0.2' Below Ground
N= 581906.31260
E= 965983.31970

38.5'

Proposed City of Hendersonville Boundary Line
S 85°37'07"E 152.16'

5/8" EIS
0.1' Below Ground

1/2" EIP (Bent)
0.2' Below Ground

Tie Line
S 86°02'46"E 110.01'

L1
L2
WM

UP

D.B. 667, Pg. 663
(See Note 12)

N/F
Capps
2E, Pg. 682
D.B. 667, Pg. 661
D.B. 667, Pg. 663

Proposed City of Hendersonville Boundary Line
S 00°49'55"E 150.27'

Tract Line

1/2" IPS

1/2" IPS

L3
L5

1/4" EIP (Bent)
1.0' Above Ground

L6

1/2" EIP (Bent)
0.1' Above Ground

L7

1/2" EIP (Bent)
0.1' Above Ground

1/4" EIP (Bent)
0.1' Above Ground

Tie Line
S 86°12'03"E 82.67'

L4

1/2" EIP
0.5' Above Ground

5/8" EIS
0.4' Below Ground

Tie Line
S 84°49'53"E 66.59'

Aluminum Disk
0.3' Below Ground

Smith
D.B. 3251, Pg. 49

Buckner
D.B. 3828, Pg. 162

Proposed City of Hendersonville Boundary Line
S 09°40'38"W 224.72'

Drake Creekside, LLC
D.B. 3448, Pg. 522

Proposed City of Hendersonville Boundary Line
N 00°12'09"W 536.63' Total

356.28'

Creek

Drake Street
Asphalt, Public

1/2" IPS
@ Centerline of 60' Right of Way
As Per D.B. 3448, Pg. 522

0.2% Annual Chance Flood Hazard Line
As Per FRIS Map Panel 9568, Map # 3700956800J Effective 10-02-08

15" CMP
Invert=2093.75

Nail Found
@ Centerline of 60' Right of Way
As Per D.B. 3828, Pg. 162

60' Right of Way
As Per D.B. 3648, Pg. 644

15" CMP
Invert=2093.49

170.04'

Zone AE Line As Per FRIS Map Panel 9568, Map # 3700956800J Effective 10-02-08

1/2" EIS
0.3' Above Ground
N= 581391.62020
E= 965331.46220

Thomas
D.B. 754, Pg. 769

183.99'

Proposed City of Hendersonville Boundary Line
S 00°36'16"W 202.87' Total

Carport

8.7'

10.3'

Creek

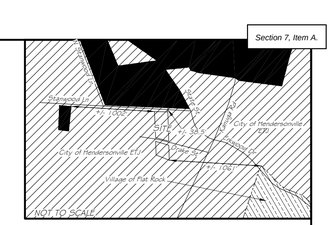
N 67°20'19"W 155.67'
Proposed City of Hendersonville Boundary Line

Johnson
D.B. 3340, Pg. 712

8.88'

1/2" IPS

1.88 Acres
Area By Coordinate Computation



Vicinity Map

GLOBAL POSITIONING SYSTEM CERTIFICATION (NC VRS-RTK)

I, Cameron S. Baker, 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: Horizontal 0.2' Vertical 0.4'
3. Type of GPS Field Procedure: RTK
4. Date of Survey: June 23, 2026
5. Datum / Epoch: NAD 83 (2011)
6. Published / Fixed-Control Used: NC NTRIP Network
7. Geoid Model: Geoid 18
8. Combined Factor: 0.99977298
9. Units: US Feet

I, Cameron S. Baker, Professional Land Surveyor certify to one or more of the following as indicated (G.S. 47-30 (f)(11):

C-1 - That this survey is of an existing parcel or parcels of land and does not create a new street or change an existing street

I, Cameron S. Baker, certify that this plat was drawn under my supervision from an actual survey made under my supervision (Property description recorded in Deed Book 3643/667, Page 644/663); that the boundaries not surveyed are clearly indicated by dashed lines as drawn from information found in Deed Books as shown; that the ratio of precision as calculated is 1:10,000 or greater; that this plat was prepared in accordance with G.S 47-30 as amended.

Witness my original signature, license number and seal this 24th day of June, 2026.

_____
Professional Land Surveyor No. L-4920

NORTH CAROLINA PROFESSIONAL SEAL L-4920 LAND SURVEYOR CAMERON S BAKER

Preliminary
For Review Purposes Only

Lines L1-L3 Are Proposed City of Hendersonville Boundary Lines
L4-L7 Are Tie Lines

Course	Bearing	Distance
L1	S 03°04'28" E	7.43'
L2	N 86°12'03" W	9.39'
L3	S 86°13'20" E	5.43'
L4	S 00°47'19" W	28.84'
L5	S 86°38'59" E	110.67'
L6	S 85°44'12" E	99.89'
L7	S 85°54'20" E	78.34'

Building Setbacks as per The City of Hendersonville R-10 MDR Zoning:
Front: 25'
Side: 10'
Rear: 10'

Notes:
1. Property is subject to all easements, restrictions and right of ways of record.
2. The locations of underground utilities are based on above-ground structures and record drawings provided to the surveyor. Locations of underground utilities/structures may vary from locations shown hereon. Additional buned utilities/structures may be encountered.
3. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate title search may disclose.
4. The certification of survey and plat was prepared for the entity named in the title block hereon and does not extend to any other entity, unless recertified by the professional land surveyor.
5. All miscellaneous survey related materials, including but not limited to, project plans, deed and ROW research, maps, field notes and data, survey reports, record title report, calculations, working drawings, estimates, and other materials acquired and/or prepared by the surveyor as instruments of service shall remain the property of the surveyor and assigns.
6. This drawing is not valid unless the original signature and stamp are attached. Any reproduction or variance to this survey by electronic or any other means are not to be considered issued by the professional surveyor.
7. Property is currently zoned R-10 MDR by the City of Hendersonville.
8. Property is not located in a Water Supply Watershed.
9. Property is located within 1/2 mile of a designated Farmland Preservation District.
10. Property is located in Zone X, minimal flood risk, 0.2% Annual Chance Flood Hazard, and Zone AE as per FRIS Map Panel 9568, Map # 3700956800J effective date 10-2-08.
11. Contours are at 1' intervals.
12. D.B. 3648, Pg. 644 does not reflect the transfer of the portion of the property from Charley E. & Ellen H. Drake to Dennis R. & Debra L. McGraw recorded in D.B. 667, Pg. 663 and in the Deed of Trust Amendment recorded at 396, Pg. 601

30 0 30 60 90
GRAPHIC SCALE - FEET

Legend:
ECM = Existing Concrete Monument
EIP = Existing Iron Pipe
EIS = Existing Iron Stake
IPS = Iron Pipe Set
O = Unmarked Point, Unless Otherwise Noted
ROW/MON = Right of Way Monument
ROW = Right of Way
RRS = Railroad Spike
CMP = Corrugated Metal Pipe
UP = Utility Pole
WM = Water Meter
-x-x-x-x-x-x-x-x- = Fence

The Purpose Of This Plat Is To Annex 1208 Stanwood Lane Pin # 9568-51-8549 (1.88 Satellite Acres) Into The City of Hendersonville as Shown on this Survey

Being All of the Property as Described in D.B. 3648, Pg. 644

Annexation Plat for

The City of Hendersonville

Pin: 9568-51-8549

-Owners-
Michael & Ginger Murphy
D.B. 3648, Pg. 644
1208 Stanwood Lane
Hendersonville, NC 28739

Pin: 9568-51-8549

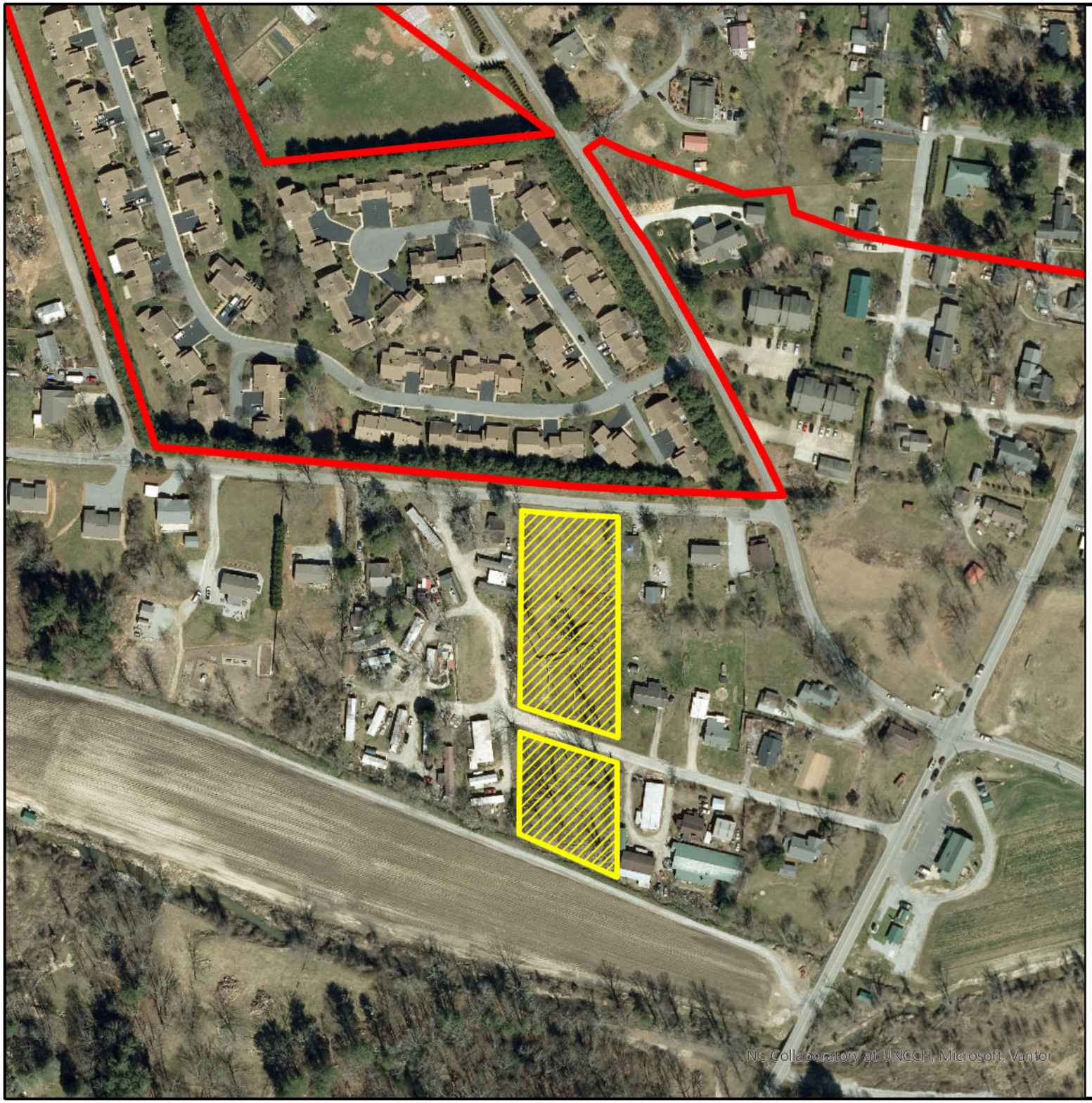
Hendersonville Township	Henderson County, NC

ASSOCIATED LAND SURVEYORS
& PLANNERS P.C.
P.O. BOX 578 * HORSE SHOE, NC 28742
(828) 890-3507 NC BUSINESS LICENSE NO. C-2774

SCALE: 1 Inch = 30 Feet	DATE: August 12, 2026
JOB NO.: S-26-338	DRAWN BY: JTB IntelliCAD

Legal Description for Annexation – 1208 Stanwood Lane

Beginning at a 3/4" iron pipe located in the southern margin of Stanwood Lane, said point having NC Grid Coordinates of Northing – 581906.3126 and Easting – 965983.3197, and proceeding thence from beginning point thus established, S 03°04’28” 7.43’ to a 5/8” rebar, thence N 86°12’03” W 9.39’ to a 1/2" iron pipe set, thence S 00°49’55” E 150.27’ to a 1/2" iron pipe set, thence S 86°13’20” E 5.43’ to a 1/2" iron pipe set, thence S 00°40’38” W 224.72’ to a nail found at the centerline of the 60’ right of way of Drake Street, thence S 00°36’16” W 202.87’ to a point in the centerline of a creek (passing a 1/2" iron pipe set at 183.99’), thence with the centerline of the creek N 67°20’19” W 155.67’ to a point, thence leaving said creek, N 00°12’09” W 10.31’ to a 1/2" rebar, thence N 00°12’09” W 170.04’ to a 1/2” iron pipe set at the centerline of the 60’ right of way of Drake Steet, thence N 00°12’09” W 356.28’ to a 1/2” iron pipe located in the southern margin of Stanwood Lane, thence S 85°37’07” E 152.16’ to the point and place of beginning. Containing 1.88 Acres as per survey by Associated Land Surveyors & Planners, PC bearing job number S-26-388.



0 90 180 360
Feet

N
E
S

City of Hendersonville
September 2026

Drakewood Annexation

26-57-ANX

PIN: 9568-51-8549

Acreage: 1.88

Contiguous Annexation
Community Development Department

Subject Property

Hendersonville City Limits

THE CITY OF HENDERSONVILLE · N.C. · 1847

BK 3648 PG 644 - 647 (4) DOC# 944491
This Document eRecorded: 02/09/2021 09:29:55 AM
Fee: $26.00
Henderson County, North Carolina
William Lee King, Register of Deeds

Excise Tax $140.00	Recording Time, Book and Page
Tax Map No.	Parcel Identifier No. 9568-51-8549

Mail after recording to **Law Office of Bridget D. Swing, 101-B Chadwick Square Ct, Hendersonville, NC 28739**
This instrument was prepared by **William H. Christy,** a licensed North Carolina attorney. Delinquent taxes, if any, are to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds. This deed was prepared at the request of the Grantor based upon information provided by the Grantor and without title examination, survey, or verification of property description.

NORTH CAROLINA
GENERAL WARRANTY DEED

THIS DEED made this 14 day of ~~October~~ January, 2021, by and between

GRANTOR

Stephen Christopher Drake, Unmarried, a ½ interest, and VANESSA LEE DRAKE and spouse, TERENCE JOHN ADRIAN, a ½ interest
206 Vance Street
Hendersonville, NC 28739

GRANTEE

Michael Murphy and spouse, Ginger Murphy
406 N. Lakeside Drive
Hendersonville, NC 28739

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 the city of _____, Hendersonville Township, Henderson County, North Carolina, and more particularly described as follows:

SEE ATTACHED DESCRIPTION

Submitted electronically by "Law Office of Bridget D. Swing PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

BK 3648 PG 644 - 647 (4) DOC# 944491

All or a portion of the property herein conveyed _____ includes or ____ does not include the primary residence of a Grantor.
The property hereinabove described was acquired by Grantor by instrument in Book , Page .

A map showing the above described property is recorded in Plat Book ___, Page ____.

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 whomever except for the exceptions hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record, if any, ad valorem taxes for the current year and subsequent years.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

_____ **(SEAL)**
Stephen Christopher Drake

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Personally appeared before me this day the said Stephen Christopher Drake, unmarried, known to me personally or who produced satisfactory evidence of their identity in the form of a driver's license, and who acknowledged that they voluntarily executed the foregoing instrument for the purposes stated therein this the 11 day of ~~October, 2020.~~ January 2021

My Commission Expires:

_____

_____
Notary Public

WILLIAM H CHRISTY
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires September 13, 2025

WILLIAM H CHRISTY
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires September 13, 2025

BK 3648 PG 644 - 647 (4) DOC# 944491

VANESSA LEE DRAKE

TERENCE JOHN ADRIAN

STATE OF NEW YORK

COUNTY OF Bronx

Personally appeared before me this day, the said VANESSA LEE DRAKE and spouse, TERENCE JOHN ADRIAN , known to me personally or who produced satisfactory evidence of his or her identity in the form of a driver's license, and who acknowledged that they voluntarily executed the foregoing instrument for the purposes stated therein.

This the 30th day of October, 2020.

ADRIAN ANDRE MILLER
Notary Public - State of New York
NO. 01MI6334904
Qualified in Bronx County
My Commission Expires Dec 28, 2023

Notary Public, (signature)

Print Notary's name here

My Commission expires: 12/28/2023

Firmly Press Notary Seal in Box

BK 3648 PG 644 - 647 (4) DOC# 944491

EXHIBIT A

Beginning at an iron pin standing S86°00'00"E 279.39' from the Northwestern most corner of the property described in Deed Book 3448 page 522, thence traveling S86°00'00"E 152.84' to a calculated point in the Southern margin of Stanwood Lane. Thence S00°09'23"W passing through a new pin at 7.07' for a total of 381.82' to an existing marked point in the pavement of Drake Street, being the Northwestern property corner of the property described in Deed Book 754 page 769. Thence S00°09'23"W 202.66' to a calculated point in the center of a ditch and passing through a new iron pin at 183.99'. Thence with the center line of said ditch N67°52'16"W 155.44' to a calculated point. Thence leaving said ditch traveling N00°44'07"W through a new iron pin located at 10.28' a total distance of 536.62' to the point and place of beginning containing 1.91 acres more or less. There also exists a 60' right of way for Drake Street bisecting the property and being referenced in Deed Book 3448 Page 522.

AND BEING that propety conveyed to Charley E. Drake in Book 380 at Page 506, Henderson County Registry.

Deed recorded in Deed Book 1491 at Page 177, Henderson County Registry referenced the incorrect book and page for the subject property and the heirs of Ellen Hutchinson Drake are executing this deed to correct the error in Deed Book 1491 Page 177.

WORKSPACE INFORMATION

Application number
26-57-ANX

Category
Annexation

Workspace state
Application complete

Workspace created
08/13/2026, 9:25:27 AM EDT

Application submitted
08/19/2026, 3:14:58 PM EDT

Assignee
Sarah McLaurin

Package generation date
09/21/2026, 10:42:06 AM EDT

LOCATION INFORMATION

Address
1208 STANWOOD LN, Hendersonville, NC

Property information
9568518549,

PARTIES

NAME AND COMPANY	CONTACT DETAILS	ROLES
Drake Bruner Watermark Landscape Architecture	513 N. Justice Street Suite C Hendersonville [redacted]	Applicant
MURPHY, MICHAEL;MURPHY, GINGER	1124 OLD US 25 HWY ZIRCONIA NC 28790	Property owner

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Zoning-Applicant (Developer) Company Information	4
Zoning-Property Owner Company Information	5
Attachments	6

Annexation Petition

City of Hendersonville | Community Development
160 6th Ave E.
Hendersonville, NC 28792
planning@hvlnc.gov

Property Information		
Property Address 1208 Stanwood Ln	Parcel Identification Number (PIN) 9568518549	
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: Sewer and water extensions		

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker, City Attorney **MEETING DATE:** November 5, 2026

AGENDA SECTION: PUBLIC HEARINGS **DEPARTMENT:** Legal Department

TITLE OF ITEM: Public Hearing to Consider the Submission of a CDBG Application, Economic Development, for the Howard Gap Road Water Improvements to support Project Vert – *Angela S. Beeker, City Attorney/Adam Steurer, Utilities Director*

SUGGESTED MOTION(S):

I move that the City Council adopt the ***Resolution By The City Of Hendersonville City Council To Apply For Community Development Block Grant Funding For The Water System Resiliency Looping - Howard Gap Road Water Project*** as presented. I further move the adoption of the Assessment Policy as presented.

SUMMARY:

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.

The public is invited to the November 5, 2026 meeting to comment on the draft application.

After this 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.

The City is also required to adopt an assessment policy for future users of the project. The policy as proposed is $0.00 assessment to be charged. City Council is requested to approve this assessment policy.

ATTACHMENTS:

Resolution
Notice of Public Hearing
CDBG-ED Pre-Application Form
Assessment Policy

Resolution # -____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE WATER SYSTEM RESILIENCY LOOPING - HOWARD GAP ROAD WATER PROJECT

WHEREAS, the City Council has previously indicated its desire to assist in economic development efforts within the utility's water service area; and,

WHEREAS, the City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit BorgWarner Inc.; and

WHEREAS, the City Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit BorgWarner Inc.; and will invest monies in the amount of (25% cash match amount) into the project as committed to in the application; and

WHEREAS, the City Council certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program.

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

1. That the City of Hendersonville is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit BorgWarner Inc.
2. Adam Steuer, Utilities Director, and successors so titled, is hereby designated as the authorized representative and directed to furnish such information as appropriate to the North Carolia Department of Commerce in connection with this project and to execute such other documents as may be required.

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

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY COUNCIL

CITY OF HENDERSONVILLE

NOTICE OF PUBLIC HEARING

The City of Hendersonville City Council will hold a public hearing during its regular meeting on **Thursday, November 5, 2026, at 5:45 p.m**., or as soon thereafter as it may be heard, in the first-floor meeting room of the City Operations Center, 305 Williams St., Hendersonville, NC 28792.

The purpose of the public hearing is to consider 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. 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 for 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 the project and increase water service and reliability generally.

The project 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 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 project. The remainder of the project would be supported by Drinking Water State Revolving Funds and Golden Leaf grant funds.

The application would be submitted in partnership with the Henderson County Partnership for Economic Development (HCPED). The public is invited to the November 5, 2026 public hearing to comment on the proposed grant application. After this public hearing, and if the City Council votes to proceed with the grant application, the City and HCPED will finalize the application for submission to REDD for consideration.

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.

CDBG Economic Development Pre-Application Form

GENERAL INFORMATION

Legal Name of Local Govt. Applicant: City of Hendersonville County: Henderson Tier # ____

Name of Chief Elected Official: Barbara Volk Title: Mayor

Mailing Address: 160 6th Ave E Street Address: 160 6th Ave E

City: Hendersonville State: NC Zip: 28792

Primary Telephone(s): 828-697-3000 Fax: ____

Email: bvolk@hvlnc.gov UEI #: ____

Local Government Contact:

Name: *Adam Steurer, P.E.* Title: *Utilities Director*

Primary Telephone: *828-233-3207* Email: *asteurer@hvlnc.gov*

Person Preparing Application: ____

Mailing Address: 330 N King Street Street Address: 330 N King Street

City: Hendersonville State: NC Zip: 28792

Name: Brittany Brady Title: President and CEO, HCPED

Primary Telephone: 828-692-6373 Email: brittany@hcped.org

PROJECT INFORMATION

Grant Amount Requested ($) **$1,862,000**

Will the company relocate from and/or close any other facility? *Yes* ☐ *No* ☒ If yes, describe: ____

Name and a brief description of business(s) involved in project:

BorgWarner Inc. is a global mobility and energy solutions company, operates 80 manufacturing and technical locations worldwide with more than 39,000 global employees. We operate 20 facilities in the U.S. and employ over 5,700 individuals across nine states. As a U.S. company with more than a 130-year history, our global headquarters is in Michigan, along with our Propulsion Technical Center (PTC) and multiple manufacturing locations, including a thermal management production facility in Cadillac, MI. We also have a North American technical center for air and thermal management combined with manufacturing at our campus in Arden, NC. We recently announced the decision to location "Project Energize" in Flat Rock, NC - construction of a new 220k sf manufacturing plant to support the launch of an industrial turbine generator product line.

Project Vert will establish a 140k+ square foot manufacturing facility where BorgWarner will expand production through vertical integration to support its industrial turbine generator product line. Vertical Integration will include the production of industrial heat exchangers, inverters, and electric motors and stators. The manufacturing process will utilize industry 4.0 connected equipment with advanced data visualization to drive world class quality and safety throughout the production process.

Provide a brief description of the proposed project activities:

The Howard Gap Road Water Improvements project will support Project Vert by extending and looping approximately 20,000 feet of new 12-inch water main, creating a more resilient and interconnected water system. This looped configuration allows water to reach the site from multiple directions rather than relying on a single feed, significantly improving system reliability and operational flexibility. By looping the system, the City of Hendersonville ensures continuous water service during pipe breaks or maintenance activities, reducing the risk of outages that could halt manufacturing operations for extended periods. In addition to redundancy, the improvements will increase water pressure (from ~63 psi to ~122 psi static) and fire flow capacity (an increase of ~550gpm), providing the dependable, high-capacity infrastructure needed to support Project Vert's operations and long-term growth.
The Howard Gap Road Water Improvements project directly benefits Project Vert but is an expanded portion of the City's larger Water System Resiliency Looping Project, which consists of other reliability and water service improvements across Henderson County. Howard Gap Road Improvements costs only are shown in the budget section of this form. The City has tentatively been awarded Drinking Water State Revolving Funds (50% Grant, 50% Loan) and is pursuing Golden Leaf funds to support the remaining portion of the Howard Gap Road Water Improvements project.

CDBG Economic Development Pre-Application Form

BUSINESS INFORMATION

BUSINESS : Name Borg Warner DUNS #: 139469787

Business Rep Name and Title: David Sturza NAICS Code:

Business Rep Phone: 248-421-4502 Business Rep Email: dsturza@borgwarner.com

Check ONE box below for the Industry Type of the Business:

☐ Data & Call Services ☐ Healthcare ☒ Manufacturing ☐ Processing ☐ Warehouse/Distribution

☐ Other Describe:

Is the proposed Business a startup? Yes ☐ No ☒ If no, how many years in business? 130

Number of Existing Full-Time employees: 39,000 What % of Health Benefits is Employer Paid? 50 %

Number of New Full-Time Jobs Committed: 266 Average Weekly Wage of the Proposed Full-Time Jobs? $1324.71

Estimated Total Private Investment ($): 100,000,000

Insert additional Businesses as needed. If handwritten, provide additional Business information on the back of this page.

Have you recently received or applied for other funds for this project? Yes ☒ No ☐

If YES, provide name of program? Golden LEAF
Name of Program Drinking Water State Revolving Fund – Helene
Name of Program
Name of Program

PROJECT COST

Clearly indicate the sources, amounts, dates of availability and the status of funds to finance this project

	Source A	Source B	Source C	Source D	RG/P	Total Cost Amount
	Golden LEAF	CDBG	DWSRF – Helene Funds			
	(specify)	*(specify)*	*(specify)*	*(specify)*		
	$1,938,000	$1,862,000	$3,365,000			$7,165,000
Water						
Sewer						
Building Reuse						
Natural Gas						
Access Road						
Rail Spur						
Other						
Total Project Cost						
Funding Status *(Pending or Secured)*	Pending	Pending	Pending			

Date of Availability: 4/16/2026

Adam A. Steurer

SIGNATURE OF CHIEF ELECTED OFFICIAL OR AUTHORIZED REPRESENTATIVE

Adam A. Steurer Utilities Director

TYPED NAME AND TITLE

3-23-2026

DATE

Assessment Policy

Howard Gap Road – Water System Resiliency Looping Project to Support Project Vert

The City of Hendersonville is required, as a condition of a Community Development Block Grant for Economic Development (CDBG-ED) to construct approximately 20,000 feet of 12-inch water line to provide increased water pressure and improved service resiliency to users of these public facilities in that area. This construction is designed to provide water service improvements to BorgWarner Inc. off of McMurray Road in Flat Rock, North Carolina. The assessment policy delineated herein is designed to give the City of Hendersonville a mechanism to equitable provide water service to future users in the area whose water service will be upgraded as a result of CDBG-ED funding.

1. Future users connecting to the City system in the ABC Industrial Park shall be required to pay an assessment fee of ____$0_____per ____connection_____ to the City of Hendersonville. This fee is in addition to normal tap fees and shall be paid in full prior to connection to the designated lines.

2. The assessment fee required in Section 1 shall not be imposed on any business that is owned by low- and moderate-income individuals, or any residence that is owned or occupied by low- and moderate-income individuals. This assessment fee shall be waived by the City of Hendersonville for any business that ties into the service that presently employs greater than 60% low- and moderate-income persons and/or will create new jobs of which 60% of positions will be filled by low- and moderate-income persons.

3. The City of Hendersonville reserves the right to reduce the assessment fee charged to any future users based on the economic impact on the City's overall economy.

4. All revenue generated by this assessment policy prior to completion of the project shall be used to reduce the amount of the CDBG-ED funds. Fifty percent (50%) of all revenue generated by the assessment policy thereafter shall, for a period of five (5) years, be returned to the CDBG Program at the Commerce Finance Center for funding of future economic development projects. The fifty percent (50%) retained by the City shall be used to finance future capital improvements to the City's water system with priority placed upon improvements to benefit persons of low and moderate income.

ADOPTED this _____ day of _____, 20___.

ATTEST: _____Mayor

_____ City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker, City Attorney **MEETING DATE:** 11/5/2026

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Legal

TITLE OF ITEM: Ordinance to Grant a Franchise to Duke Energy – *Angie Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that the City Council adopt **AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CHAPTER 46 OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE TO GRANT A FRANCHISE TO DUKE ENERGY CAROLINAS TO OPERATE WITHIN THE CITY OF HENDERSONVILLE** as presented..

SUMMARY:

City Council is requested to consider adopting **AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CHAPTER 46 OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE TO GRANT A FRANCHISE TO DUKE ENERGY CAROLINAS TO OPERATE WITHIN THE CITY OF HENDERSONVILLE.** To be effective, this ordinance must be adopted at two regular meetings of the City Council.

BUDGET IMPACT: $ NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Ordinance

Existing Franchise

Ordinance #O-

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CHAPTER 46 OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE TO GRANT A FRANCHISE TO DUKE ENERGY CAROLINAS TO OPERATE WITHIN THE CITY OF HENDERSONVILLE

WHEREAS, the City of Hendersonville pursuant to Sec. 46-187 of the Code of Ordinances for the City of Hendersonville requires that electric power generation, transmission and distribution systems obtain a franchise before operating within the City limits for the City of Hendersonville; and

WHEREAS, the City of Hendersonville adopted "An Ordinance Granting A Franchise Unto Duke Power Company To Construct And Maintain Its Lines For The Transmission Of Electricity Along, Over And Under The Highways Of The City Of Hendersonville, State Of North Carolina, And To Conduct And Carry On Within Said City Of Hendersonville The Business Authorized By And Under The Terms Of The Charter Of Said Duke Power Company," effective April 7, 1977, for a term of 50 years ("Existing Franchise"); and

WHEREAS, Duke Energy Carolinas, LLC, successor to Duke Power, has requested that a new franchise by granted to replace the Existing Franchise and the City Council wish to grant such a franchise to Duke Energy; and

WHEREAS, an ordinance granting a franchise must be adopted at two regular meetings of the City Council for the City of Hendersonville;

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

SECTION 1. This Ordinance shall be known as "An Ordinance Of The City Of Hendersonville City Council To Amend Chapter 46 Of The Code Of Ordinances For The City Of Hendersonville To Grant A Franchise To Duke Energy Carolinas To Operate Within The City Of Hendersonville."

SECTION 2. That there shall be added a new Article VIII of Chapter 46 of the Code of Ordinances, City of Hendersonville, North Carolina, to read as follows:

CHAPTER 46 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE VIII. – Right of Duke Energy Carolinas, LLC, to Use and Occupy the Public Ways for the Operation of Electric Power Generation, Transmission and Distribution Systems.

Sec. 46-188. Definitions

As used in this Ordinance, the following terms, words and phrases shall have the meanings

respectively ascribed to them in this section:

"Duke Energy" shall mean Duke Energy Carolinas, LLC; a North Carolina limited liability company organized under the laws of the State of North Carolina and authorized to do business in the State of North Carolina and any assignee of or successor in interest to Duke Energy Carolinas, LLC under this franchise Ordinance.

"City" or "City of Hendersonville" shall mean the City of Hendersonville, a municipal corporation located in Henderson County, North Carolina, including its current and future boundaries; City or the City Council or any officer or agent duly authorized in acting on behalf of the City as a municipal corporation, as indicated by the context by which the term is used.

"City Council" shall mean the governing body of the City of Hendersonville, as now or hereafter constituted.

"Commission" shall mean the North Carolina Utilities Commission or any successor body lawfully constituted.

"Public Way or Ways" shall mean any public street, avenue, road, alley, lane, bridge, or other public right-of-way within the City over which the City has jurisdiction or control. The term shall exclude greenways. Public way shall also include sidewalks maintained by the City which are within North Carolina Department of Transportation owned or controlled rights of way. Any location that does not qualify as a Public Way pursuant to this definition but has facilities in place pursuant to a previous franchise agreement between the City and Duke Energy shall be deemed a Public Way under this Ordinance for so long as Duke Energy's facilities remain there.

Sec. 46-189. Nonexclusive Franchise Granted

(a) Duke Energy is hereby granted a nonexclusive franchise and right to construct, operate and maintain an electrical utilities system, including such communications infrastructure as is necessary and convenient for the electrical utility's operations as an electric utility, within the City for the generation, transmission, distribution and sale of electricity to consumers and users within the City and to the City and any and all agencies and departments thereof. Duke Energy is also given permission to do all acts necessary or helpful for the purposes enumerated hereinabove or hereinafter; and assent, and permission is hereby given and granted to Duke Energy, its successors and assigns, to conduct, carry on, exercise, do or transact including, without limitation, the power, right and privilege to use, lease, sell, convey and transmit power by electricity for manufacturing, lighting, heating, motive power or other purpose or purposes and for the doing of an electrical business generally.

(b) Duke Energy is hereby granted the right, authority, and privilege to construct and install, operate, maintain, renew, replace and repair electrical and communications facilities including but not limited to lines, cables, towers, poles, conduits, transformers, connections and services thereto, in, through, across, along and under Public Ways in the City for the generation, transmission, distribution and sale of electricity, its internal communications purposes and for any and all other

purposes authorized by this Ordinance, subject to the terms and conditions hereinafter set forth in this Ordinance, and subject to compliance with any reasonable encroachment process instituted by the City; provided, however, that nothing in this Ordinance without further approval of the City shall authorize or permit the construction of a cellular tower or similar facility within the Public Ways. In addition to the other requirements of this Section, where Duke Energy proposes to (1) install high voltage transmission lines; or (2) conduct a major infrastructure initiative, within Public Ways pursuant to this Ordinance, Duke Energy shall provide a minimum of one hundred twenty (120) days advance written notice to the City (120 days in advance of completion of construction drawings), indicating its intent to install such high voltage transmission lines, and the proposed location(s) within the City limits, for City feedback and coordination with City plans and projects.

(c) If Duke Energy is approached by a non-electric provider that would like to attach or collocate with Duke Energy on any facilities in place pursuant to this Ordinance, then Duke Energy agrees to engage in good faith negotiations with the other utility to permit the attachment or collocation pursuant to appliable law and Duke Energy's then-applicable practices.

(d) Nothing herein shall be deemed to authorize the Duke Energy to install or operate electrical facilities, poles, equipment, and appurtenances in public parks in the City limits.

(e) No Public Way used by the Duke Energy in the exercise of its authority herein to install, repair, modify and replace electrical poles, facilities, equipment and their appurtenances shall be obstructed longer than reasonably necessary, in Duke Energy's opinion, to fully exercise of its rights hereunder. Additionally, when installing new electrical poles, facilities, equipment or their appurtenances in new locations pursuant to this Ordinance, Duke Energy shall use reasonable efforts to do so in a manner that will not directly cause a violation of the American's With Disabilities Act ("ADA") or the Public Rights-of-Way Accessibility Guidelines ("PROWAG"). When replacing any existing electrical poles, facilities, equipment or their appurtenances in a location that causes a violation of the ADA or PROWAG, Duke Energy shall consider if any reasonably alternative location exists that it can relocate to at no additional cost to Duke Energy.

(f) If the City determines that it is necessary to construct, expand, widen, or improve a road or other Public Way, or to construct, expand, widen or improve a public greenway, the City may require Duke Energy to relocate its facilities that are in place on or after the date this Ordinance is passed and in conflict with such construction, expansion, widening or improvement. If the City requests such a relocation, it will provide an acceptable alternate location for Duke Energy's facilities at no cost to Duke Energy. If Duke Energy's facilities are, or were originally, located on private property, the City shall pay for the cost of relocation and shall obtain adequate rights on private property for Duke Energy to relocate to. If, however, Duke Energy's facilities were originally located within an existing Public Way pursuant to this Ordinance which is being expanded, widened, or improved, Duke Energy shall bear the expense of relocating its facilities. If Duke Energy's facilities are located within an area proposed for the construction of a new Public Way or public greenway which is being constructed by the City, the City shall pay for the cost of relocation and provide adequate rights on private property for Duke Energy to relocate to. If any street improvement project is to be funded in whole or in part by the State of North Carolina or the federal government, or an agency thereof, the City will cooperate with Duke Energy in

obtaining reimbursement for its relocation cost to the extent allowable under state and federal law. Such reimbursement, when received, shall be an offset against the cost of relocation to be paid by the City if any relocation cost is required by this Ordinance to be borne by the City. The relocation cost and reimbursement for relocation costs for facilities installed to provide electric service to the City, including street and area lighting and traffic signals wherever located, shall be determined and paid by the City in accordance with the Applicable Rate Schedules and Service Regulations of Duke Energy on file with the Commission, as the same now exist or as they or any of them may be hereafter amended, modified, changed or annulled in accordance with the laws and regulations pertaining thereto. All relocations of Duke Energy's poles, equipment, facilities and their appurtenances shall be completed in a timely manner and without undue delay. Duke Energy shall provide a general, non-binding, schedule of its work prior to beginning work. If it is reasonably feasible from both a technological and financial standpoint for the relocated Duke Energy infrastructure to be placed underground, Duke Energy shall do so if (i) the City (or another party other than Duke Energy) pays the difference between the cost of a like for like relocation and the cost to underground the facilities in the new location, and (ii) undergrounding is in line with Duke Energy's then existing policies, procedures, and filings with the Commission.

(g) Whenever Duke Energy shall cause any opening, excavation or alteration to be made in any Public Way within the City in the construction, operation or maintenance of any of its electrical and communications facilities including but not limited to lines, cables, towers, poles, conduits, transformers, connections and services owned or used by it, Duke Energy shall cause such portions of said Public Way to be replaced or repaired to the same condition or better, which it found them in as nearly as practicable. Additionally, if Duke Energy shall fail to comply with this section 2.6 within a reasonable period of time, but no less than thirty working days after notification by the City, the City may proceed to replace or repair the Public Ways as required of Duke Energy by this Section 2.6 and the City shall submit a statement of the costs to Duke Energy. Duke Energy agrees to pay the City for these costs within thirty days.

(h) From time to time, but not more than once every five years, the City may request an inventory of all known Duke Energy stub poles within the City's limits. Duke Energy agrees to provide that inventory within ninety (90) days of the City's request. Following the inventory, Duke Energy shall make reasonable efforts to remove any stub poles in the inventory which are owned by duke and wholly unoccupied.

(i) Pursuant to N.C.G.S. 160A-319(a) this franchise is granted for a term of thirty (30) years beginning on the effective date as stated hereinbelow, and ending at midnight of the 30th anniversary of the effective date, and thereafter it shall renew and continue in force on a year to year basis up to a maximum total term of sixty (60) years (including all renewals) unless terminated by either party upon ninety days written notification to the other. Notwithstanding the foregoing, in the event that the electric industry in North Carolina is deregulated or restructured by state or federal legislation or regulation, or state or federal judicial action which affects retail distribution to the extent that the inhabitants of the City may choose their electric supplier, then upon the date when such legislative, regulatory or judicial action has the force and effect of law, this franchise may be at any time thereafter terminated by either party upon ninety days written

notification to the other. This franchise supersedes any and all former rights or franchises of Duke Energy to operate an electrical utilities system in the City with respect to all acts and things done or admitted to be done, on or after its effective date.

(j) Duke Energy is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges hereunder and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations and prohibitions set out herein if approved by the Commission and any other government agency whose approval is required by law. Duke Energy may not assign or transfer its rights under this franchise agreement without the express consent of the City Council and such consent shall not be unreasonably withheld; provided, however, that this provision shall not require Duke Energy to obtain permission from the City Council prior to assigning its rights hereunder to any new entity created in any corporate reorganization or merger in which Duke Energy is a party. Duke Energy shall promptly notify the City in writing of any such assignment of its rights hereunder.

(k) Duke Energy shall save the City, Mayor, City Council, and the City officers, agents, servants and employees, harmless from all loss against any and all claims, suites, actions, liability, and judgments for damages (including but not limited to costs and expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection therewith) sustained by the City or the Mayor or the City Council, or the City officers, agents, servants or employees, on account of any suit, judgment, execution, claim, or demand whatsoever resulting or in any manner arising from any act or omission on the part of Duke Energy, its officers, agents, servants and employees in the construction, erection, operation and maintenance of its electric distribution system or the conduct of its business, including but not limited to the following: (a) direct negligence; (b) damage to private property.

(l) This franchise is subject to the constitution and laws of the State of North Carolina, and the United States, and is not a waiver of any present or future law or regulation. This franchise is not a limitation of the authority of the City to enact any ordinance or policy that does not diminish, conflict or impair the rights and authority granted to the Duke Energy in this franchise. Therefore, nothing hereunder shall be construed to exempt Duke Energy from abiding by all other applicable laws, regulations or ordinances, whether statutory or common law, in exercising its rights under the terms of this Ordinance, including but not limited to those in respect of private property rights.

(m) The rights and obligations in this Ordinance accrue exclusively to the City and Duke Energy, their successors and assigns. It is the express intent of the City and Duke Energy that this franchise shall not create any rights in third parties.

SECTION 3. If any provision of this ordinance or its application is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable.

SECTION 4. It is the intention of the City Council and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Hendersonville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5. This Ordinance shall be effective upon its adoption at two regular meetings of the City Council for the City of Hendersonville, provided however, that if the terms and conditions are not accepted in writing by Duke Energy Carolinas, LLC, within 60 days after the effective date, this Ordinance shall be null and void and of no force and effect.

Adopted by the City Council of the City of Hendersonville, North Carolina, for its first reading on this ___ day of _____, 2026.

Adopted by the City Council of the City of Hendersonville, North Carolina, for its second and final reading on this ___ day of _____, 2026, the effective date.

Attest: _____
Barbara G. Volk, Mayor

_____ _____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

NORTH CAROLINA

COUNTY

This is to certify that on the day of , 2026, personally came before me , Clerk of the City, who, being by me duly sworn, says that (s)he knows the common seal of the City of Hendersonville and (s)he is acquainted with , Mayor, and that (s)he saw the Mayor sign the foregoing instrument, and that (s)he affixed the City's seal to the instrument and (s)he signed her name in attestation of the execution of this instrument in the presence of the Mayor

Witness my hand and official seal, this the day of , 2026.

Notary Public

My Commission Expires:

ACCEPTANCE OF FRANCHISE:

The conditions and stipulations of the above Ordinance are hereby accepted by Duke Energy.

ATTEST: DUKE ENERGY CAROLINAS, LLC

BY:

Assistant Secretary President

(SEAL)

NORTH CAROLINA

COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____personally appeared before me this day and acknowledged and she/he is _____of Duke Energy _____, _, and that by authority duly given and as the act of the Duke Energy the foregoing instrument was signed in its name by its _____, sealed with its corporate seal, and attested by her/himself as its _ _____.

Witness my hand and official seal, this the ___day of _____, 2026.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA)
:
COUNTY OF HENDERSON)

AN ORDINANCE GRANTING A FRANCHISE UNTO DUKE POWER COMPANY TO CONSTRUCT AND MAINTAIN ITS LINES FOR THE TRANSMISSION OF ELECTRICITY ALONG, OVER AND UNDER THE HIGHWAYS OF THE CITY OF HENDERSONVILLE, STATE OF NORTH CAROLINA, AND TO CONDUCT AND CARRY ON WITHIN SAID CITY OF HENDERSONVILLE THE BUSINESS AUTHORIZED BY AND UNDER THE TERMS OF THE CHARTER OF SAID DUKE POWER COMPANY.

SECTION 1. Be it resolved and ordained by the Mayor and Councilmen of the City of Hendersonville, in the County of Henderson, State of North Carolina, that assent and permission be and the same hereby is given and granted unto Duke Power Company, its successors, and assigns, to lay, plant, extend, construct, build, erect, maintain, repair and remove its lines, poles, wires, appliances, conductors, fixtures and other appurtenances for the conducting, conveying and transmission of power by electricity upon, over, along and under all highways, roads, streets, avenues, sidewalks, alleys, lanes, bridges and other public places within said City of Hendersonville, and to do all necessary acts for that purpose; including the right, power and privilege to use, lease, sell, convey and transmit power by electricity for manufacturing, lighting, heating, motive power or other purpose or purposes.

SECTION 2. All poles used by said Duke Power Company shall be erected under the supervision and direction of the Committee on Streets of said City of Hendersonville and all highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges and other public places that may be disturbed or damaged in the construction or maintenance of said lines, poles, wires or other appliances, shall be promptly replaced

and repaired by Duke Power Company at its own expense AND TO THE SATISFACTION OF SAID COMMITTEE ON STREETS, and all poles shall be substantial and symmetrical and so located as not to interfere with the public use of said highways, roads, streets, sidewalks, avenues, lanes, alleys, bridges or other public places, or endanger the property or person of the citizens of said City. And in case said Duke Power Company shall fail to so replace or repair said highways, roads, streets, avenues, lanes, sidewalks, alleys, bridges or other public places within ten days after written notice so to do from the Chairman of said Committee on Streets, the same may be replaced or repaired by proper authorities of said City, and the said Duke Power Company, in the event thereof, shall faithfully pay to said Committee on Streets of said City, the costs of such replacing or repairing, and pay in addition thereto the sum of five ($5.00) dollars for each and every pole so replaced or repaired, by way of penalty for such failure.

SECTION 3. Said Duke Power Company shall be subject to any ordinance of said City now of force, or which may hereafter become of force relative to the use and manner of occupation by the said Duke Power Company of any or all highways, roads, streets, avenues, lanes, sidewalks, alleys, bridges or other public places within said City.

SECTION 4. Said Duke Power Company shall hold said City free and harmless from all damages or claims for damages arising by reason of the privileges hereby granted or by reason of the negligent construction or maintenance of said lines, poles

wires, appliances, fixtures and appurtenances.

SECTION 5. The rights and privileges above set forth are granted for the term of fifty (50) years effective immediately upon being adopted at two (2) regular meetings of the Council of the City of Hendersonville as provided by law.

This Ordinance was passed by a majority vote of the City Council voting in favor thereof at the regular meeting of said City Council held in the City of Hendersonville, North Carolina, on the 10th day of March, 1977 and was again passed for a second time by a majority vote of the said City Council at the regular meeting of the said City Council of the City of Hendersonville which was held in the City of Hendersonville, North Carolina, on the 7th day of April, 1977.

ATTEST:

Martha C. Breenahan
Town Clerk

Boyce A. Whitmire
Mayor of Town of Hendersonville

C E R T I F I C A T E

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORDINANCE AND RESOLUTION PASSED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE AT THE REGULAR MEETING HELD IN THE CITY OF HENDERSONVILLE ON THE 10th DAY OF March, 1977, AND WAS AGAIN PASSED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE FOR THE SECOND TIME AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE HELD IN THE CITY OF HENDERSONVILLE ON THE 7th DAY OF April, 1977.

Boyce A. Whitmire
Mayor of City of Hendersonville

ATTEST:

Martha C. Breenahan
City Clerk

(SEAL OF THE CITY OF HENDERSONVILLE)

The conditions and stipulations of the above ordinance and franchise are hereby accepted by Duke Power Company.

ATTEST:

John C. Goodman, Jr.
Assistant Secretary

DUKE POWER COMPANY

By: D W Booth
D. W. Booth
Executive Vice President

APPROVED AS TO FORM
W J B
W. J. BOWMAN

April 22, 1977

Mr. William J. Bowman, Jr.
Legal Department
Building

I am enclosing an original and one copy of the Hendersonville franchise which have been duly executed and is for a period of fifty years.

Will you please transmit the original to Fred VonCannon, Corporate Records. The other copy is for your files.

J. W. Lewis

JWL:s
enclosure

cc: Mr. Robert J. Ashmore
Building

April 22, 1977

Mr. Keith Arledge, Vice President
Duke Power Company
Western Division
P.O. Box 2589
Hickory, N. C. 28601

Dear Keith:

Enclosed are two duly executed copies of the Hendersonville franchise. One copy is for the City and the other is for the district files.

I want to congratulate you and Sam McGuirt on the excellent job you did in getting this franchise renewed for fifty years.

Yours very truly,

J. W. Lewis
Vice President

JWL:s
enclosure

cc: Mr. William J. Bowman, Jr.
Legal Department
Building

COPY

MEMORANDUM

FORM 847

DATE 2/11/77

TO J. W. Lewis

ADDRESS

FROM Bill Bowman

SUBJECT Hendersonville franchise

Attached please find 4 bound copies of the new Hendersonville franchise and 12 additional copies.

Please advise if and when the franchise is approved by the City Council.

February 7, 1977

J. W. Lewis
~~Mgr., Electr. Switch~~
Division Operations

Re: Hendersonville Franchise

Enclosed please find your Hendersonville file that I am returning.

I sent Keith Arledge a copy of the Hendersonville franchise containing my suggested additions and modifications. Mr. Arledge telephoned me today after discussing my changes with Sam McGuirt. They both felt that this franchise would be easier to renew if Duke Power resubmitted the franchise as it is now worded.

If you have any further questions please advise.

William J. Bowman, Jr.

WJB,Jr:dk

Mr. Lewis called on 2/8/77 & requested that we have the franchise typed up.

2/7/17

I received a call today from Keith Aldridge, VP for Western Division. He and Sam McGuire, Hendersonville District Manager, had discussed my proposed changes. They both felt that this franchise would be easier to renew if DPC re-submitted the franchise as it now exists.

January 26, 1977

Keith Arledge
Hickory Office

Re: Hendersonville Franchise Renewal

Helen Smith has asked me to review the present franchise for Hendersonville prior to its expiration and the submission of a new franchise to the City Council.

Attached is a copy of the Hendersonville franchise which contains my suggested modifications. Most involve only minor word changes that I found in other Duke franchises.

J. W. Lewis has suggested that I discuss these with you to determine whether these proposed changes should be included.

Please contact me at 373-4472 after you have had an opportunity to read this material.

William J. Bowman, Jr.

WJB,Jr:dk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jenny Floyd **MEETING DATE:** 11/08/2026

AGENDA SECTION: PRESENTATIONS **DEPARTMENT:** Administration

TITLE OF ITEM: Draft Unhoused Strategic Plan Review– *Jenny Floyd, Assistant to the City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

Presenter: Jenny Floyd, Assistant to the City Manager

Presenting the draft Unhoused Strategic Plan

ATTACHMENTS:

1. Presentation

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jenny Floyd **MEETING DATE:** 11/08/2026

AGENDA SECTION: PRESENTATIONS **DEPARTMENT:** Administration

TITLE OF ITEM: Draft Camping Ordinance– *Jenny Floyd, Assistant to the City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

Presenter: Jenny Floyd, Assistant to the City Manager

Presenting the draft camping ordinance

ATTACHMENTS:

1. Presentation

Ordinance #___-____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO REGULATE CAMPING AND SLEEPING ON PUBLIC PROPERTY WITHIN THE CITY OF HENDERSONVILLE

WHEREAS, the City of Hendersonville has a significant governmental interest in protecting the health, safety, and welfare of the public, preserving public order, and abating public nuisances; and

WHEREAS, G.S.160A-174 allows a city by ordinance to define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of the public; and

WHEREAS, the City has a significant governmental interest in maintaining the proper sanitation of city property; and

WHEREAS, the City has a significant governmental interest in maintaining the safety of people who use city property; and

WHEREAS, the City has a significant governmental interest in reducing the risk of liability arising from the use of city property.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that the Code of Ordinances for the City of Hendersonville shall be amended to add a new Division to Chapter 46 as follows:

SECTION 1. This Ordinance shall be known as "An Ordinance to Regulate Camping and Sleeping on Public Property."

SECTION 2. Sections 46-81 through 46-87 of Article III of Chapter 46 shall be grouped into a division, Division 1, entitled "Obstructions and Encroachments Generally."

SECTION 3. There shall be added a new Division 2 of Article III of Chapter 46 entitled "Camping and Sleeping on Public Property" consisting of new sections 46-88 through 46-91 to read as follows:

DIVISION 2. Camping and Sleeping on Public Property

Sec. 46-88. Purpose.

Public property is intended for the use and enjoyment of all residents and visitors of the City. Camping on public property interferes with that use, poses a risk to public health and safety, results in unsanitary conditions, and is therefore declared a public nuisance.

DRAFT

Sec. 46-89 Definitions. As used in this Division 2, the following words shall have the definitions stated:

Camping means lodging, sojourning or squatting, typically outdoors, with or without the use of Camp Facilities.

Camp Facilities means materials, structures, or other facilities used for shelter, sleep, abode, habitation or living space, including but not limited to tents, hammocks, sleeping bags, cots, huts, pallets, tarps, lean-tos, motor vehicles (operable or inoperable), vehicle camping outfits, or any makeshift shelter or any cover that provides partial shelter from the elements or any combination of the foregoing. Camp Facilities may also be evidenced by the presence of bedding, pillows, personal belongings, clothing, or storage of any of the foregoing.

Lodging means remaining in a place with the intent to use it as a dwelling place, whether permanent or temporary.

Public Property means city-owned or city-controlled property including but not limited to all buildings, parking lots, landscaped areas, yards, plants, equipment, sidewalks, streets, alleys, public plazas, rights of way, easements, appurtenances, accessory facilities, and curtilage.

Sojourning means staying in a place as a residence, whether permanent or temporary.

Squatting means being present in a location without permission of the owner.

Sec. 46-90. Prohibited Acts. It is unlawful for any person to engage in any of the following:

(a) Camping on any public property unless (1) otherwise specifically authorized by this Code; (ii) as a properly permitted special event; or (iii) pursuant to a formal declaration by the City Manager in the event of the declaration of a State of Emergency (locally or state-declared). All camp facilities placed on public property are subject to removal by the city.

(b) Lighting or using a campfire or bonfire on public property except as may be specifically authorized by a permit.

(c) Sleeping while lying down on or within the boundaries of any of the following as a matter of individual and public safety: (1) any public passageway, including but not limited to public sidewalks, streets, alleys, walkways, greenways; or (2) any public plazas.

(1) The provisions of this subsection shall not apply to any person who is a minor as defined by applicable state law.

(d) Leaving or allowing to remain unattended on public property any equipment, packages, bags, or other personal belongings. Any such item is subject to removal by the city. This prohibition does not apply to securing bicycles, carts, strollers, or other means of personal transportation on facilities designed for this purpose for less than 24 hours.

DRAFT

Sec. 46-91. Remedies.

(a) *Misdemeanor.* Violation of this Division 2 is a misdemeanor as provided in N.C.G.S. § 14-4.

(b) *Civil penalties.*

(1) In addition to and independent of any criminal penalties and other sanctions provided in section 1-6 of this Code, violations of this Division 2 shall also subject the offender to the civil penalties hereinafter set forth.

(2) *Civil penalty schedule*

Civil Penalty Schedule		
	First violation	Additional violation
Camping on public property	Written warning	$50.00
Storage on public property	Written warning	$50.00

SECTION 4. If any provision of this ordinance or its application is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable.

SECTION 5. It is the intention of the City Council and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Hendersonville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5. This Ordinance shall be effective upon its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of November, 2026.

Attest: _____ Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

DRAFT

_____

Angela S. Beeker, City Attorney

DRAFT

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** November 5, 2026

AGENDA SECTION: Presentations **DEPARTMENT:** Public Services

TITLE OF ITEM: Environmental Services Holiday Collection Schedule Change – *Brent Detwiler, Assistant City Manager, and Blake Fulgham, Environmental Services Manager*

SUGGESTED MOTION(S):

I move City Council to support the proposed Environmental Services holiday collection schedule beginning with Thanksgiving 2026.

SUMMARY:

Environmental Services staff proposes changing how residential garbage collection is handled around City holidays, beginning with Thanksgiving 2026. Under the proposal, there would be no collection on the day after Thanksgiving, Christmas Eve, or the first workday after Christmas, the same days all other City offices are closed. For every holiday, missed routes would be picked up on the **next available workday** along with that day's regular route: Monday holidays on Tuesday, Wednesday holidays on Thursday, and Friday holidays on the following Monday.

Today, routes missed on most holidays are not collected until the same day the following week. Around Thanksgiving and Christmas, crews run doubled-up routes while City offices, including Fleet Maintenance, are closed. Running doubled routes with no Fleet Maintenance on duty also creates a safety and service risk if a truck breaks down.

Customer notices will begin in early November through the City website, customer email and RAVE alerts, social media, a media update, and cart tags. There will be a brief presentation, and we can answer any questions you may have.

BUDGET IMPACT: None. The change reschedules existing collection and does not add service days. Customer notice costs are absorbed in existing operating budgets.

Is this expenditure approved in the current fiscal year budget? N/A. No new expenditure is requested.

If no, describe how it will be funded. N/A.

ATTACHMENTS:

1. Holiday Collection Briefing presentation (October 2026)

City Council 2-on-2 Briefing Environmental Services Holiday Collection

City of Hendersonville

October 2026





What We're Asking

The change

- No collection on the day after Thanksgiving, Christmas Eve, or the first workday after Christmas
- Missed routes picked up on the next available workday, for every holiday

The ask

- Your support to start with Thanksgiving 2026
- Full Council review at the February 2027 workshop

How Holidays Work Today

Holiday (2026)	Date	How collection is handled today
Martin Luther King Jr. Day	Mon, Jan 19	Collected the following Monday
Good Friday	Fri, Apr 3	Collected the following Friday
Memorial Day	Mon, May 25	Collected the following Monday
Independence Day	Fri, Jul 3	Collected the following Friday
Labor Day	Mon, Sep 7	Collected the following Monday
Veterans Day	Wed, Nov 11	Collected the following Wednesday
Thanksgiving	Thu, Nov 26	Collected Fri, Nov 27
Day after Thanksgiving	Fri, Nov 27	**Crews work: Friday route + Thursday route**
Christmas Eve	Thu, Dec 24	**Crews work: regular Thursday route**
Christmas Day	Fri, Dec 25	Collected Mon, Dec 28
Christmas holiday	Mon, Dec 28	**Crews work: Monday route + Friday route**
New Year's Day	Fri, Jan 1, 2027	Collected the following Friday (Jan 8)

Shaded rows: Environmental Services crews run routes while City offices, including Fleet Maintenance, are closed.

Why Make This Change

Our crews

- The only City holidays when crews work while City offices are closed
- Many haven't been able to travel to family for the holidays in several years

Safety

- No Fleet Maintenance on duty if a truck breaks down
- Doubled-up routes on the days with the least backup

Our customers

- One simple rule for every holiday
- No more full-week waits after holidays

Proposed: Next Available Day

Missed routes are picked up on the next available workday, along with that day's regular route.

No collection	Route	Picked up	Stops that day
Thu, Nov 26 (Thanksgiving)	Thursday	Mon, Nov 30	2,291
Fri, Nov 27	Friday	Tue, Dec 1	2,316
Thu, Dec 24	Thursday	Tue, Dec 29	2,875
Fri, Dec 25 (Christmas)	Friday	Wed, Dec 30	1,985
Mon, Dec 28	Monday	Thu, Dec 31	2,291
Fri, Jan 1 (New Year's)	Friday	Mon, Jan 4	1,732

Every other holiday

Monday holiday
Picked up Tuesday

Wednesday holiday
Picked up Thursday

Friday holiday
Picked up the next Monday

Accounts = active accounts on both routes. For comparison, crews currently collect about 2,230 on the Friday after Thanksgiving.

Most Customers Won't Notice

57%

of customers see no change at Thanksgiving (Monday to Wednesday routes)

43%

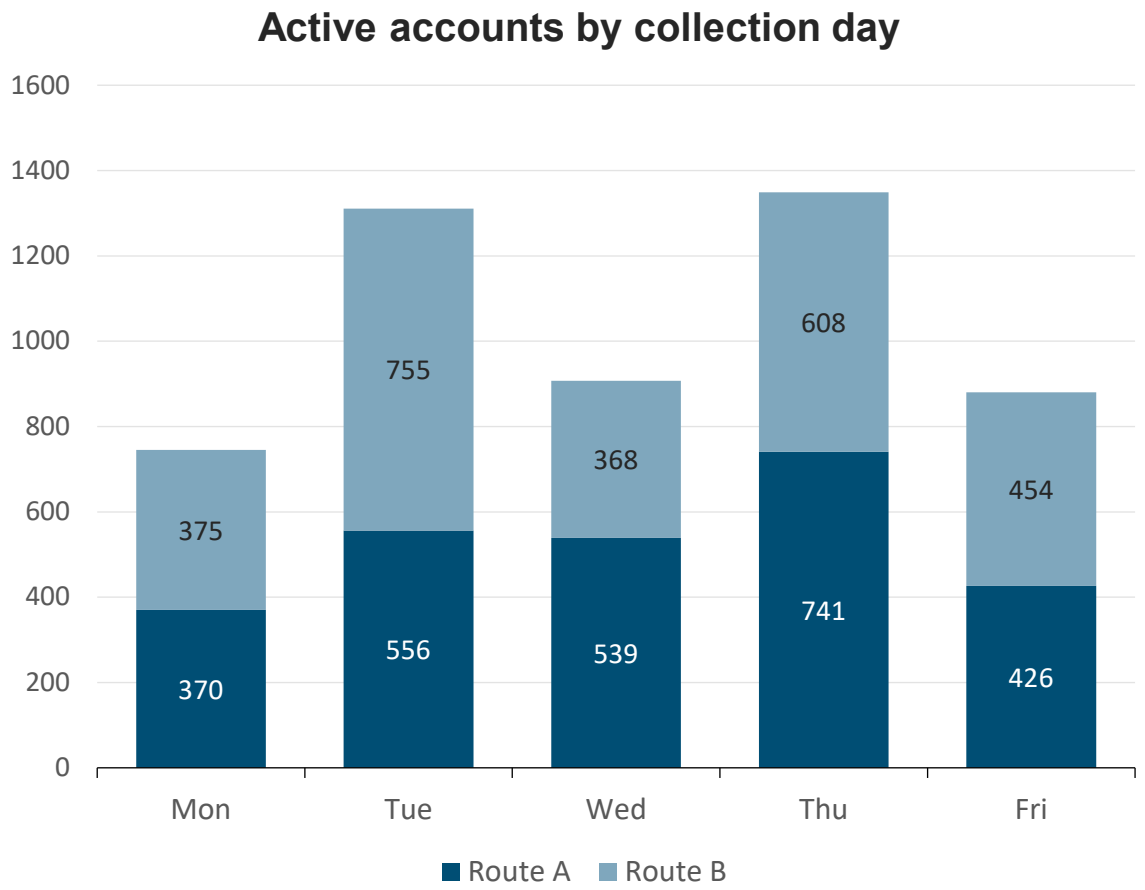
see no change at Christmas (Tuesday and Wednesday routes)

1 to 3 days

wait after other holidays, down from a full week

0

missed weeks. Every customer still gets every pickup.



Neighboring Communities

Community	Holiday collection practice
Black Mountain	No collection Nov 26 to 27 (Thanksgiving and the day after) or Dec 24 to 25, 2026.
Brevard	No collection Dec 24 to 26, 2025. No make-up day scheduled.
Waynesville	No pickup Dec 24 to 26, 2024. Routes collected the day before and the day after.
Asheville	No pickup on Thanksgiving day. Thursday route collected on Friday. Sanitation schedule is unaffected during Dec. 24-26.
Fletcher	Closed Nov. 26 & 27, collection picked up day before and day after. Dec. 24-25 no collection, pickup day before and day after.
Henderson County	Closed on Thursday Nov. 26, and Dec. 25 & 26, and New Years Day Jan. 1st.
Woodfin	Closed on Nov. 26 & 27, pickup Tue. And Wed. Prior. Closed Dec. 24-26 and pickup on Dec. 22,23, and 29 to make up. New Year's also collected a day prior.

Getting the Word Out

Led by Communications

- Website and updated holiday schedule
- Customer email and alerts (RAVE)
- Social media and media update
- Cart tags or door hangers on affected routes

Notice starts as soon as Council is comfortable

Oct to Nov 2026
Council 2-on-2 briefings

Early Nov 2026
Customer notice begins

Nov 26 to 27
Thanksgiving: first holiday under the new approach

Dec 24 to 28
Christmas

Feb 2027
Council workshop: formal review

Spring 2027
RouteSmart route rebalancing

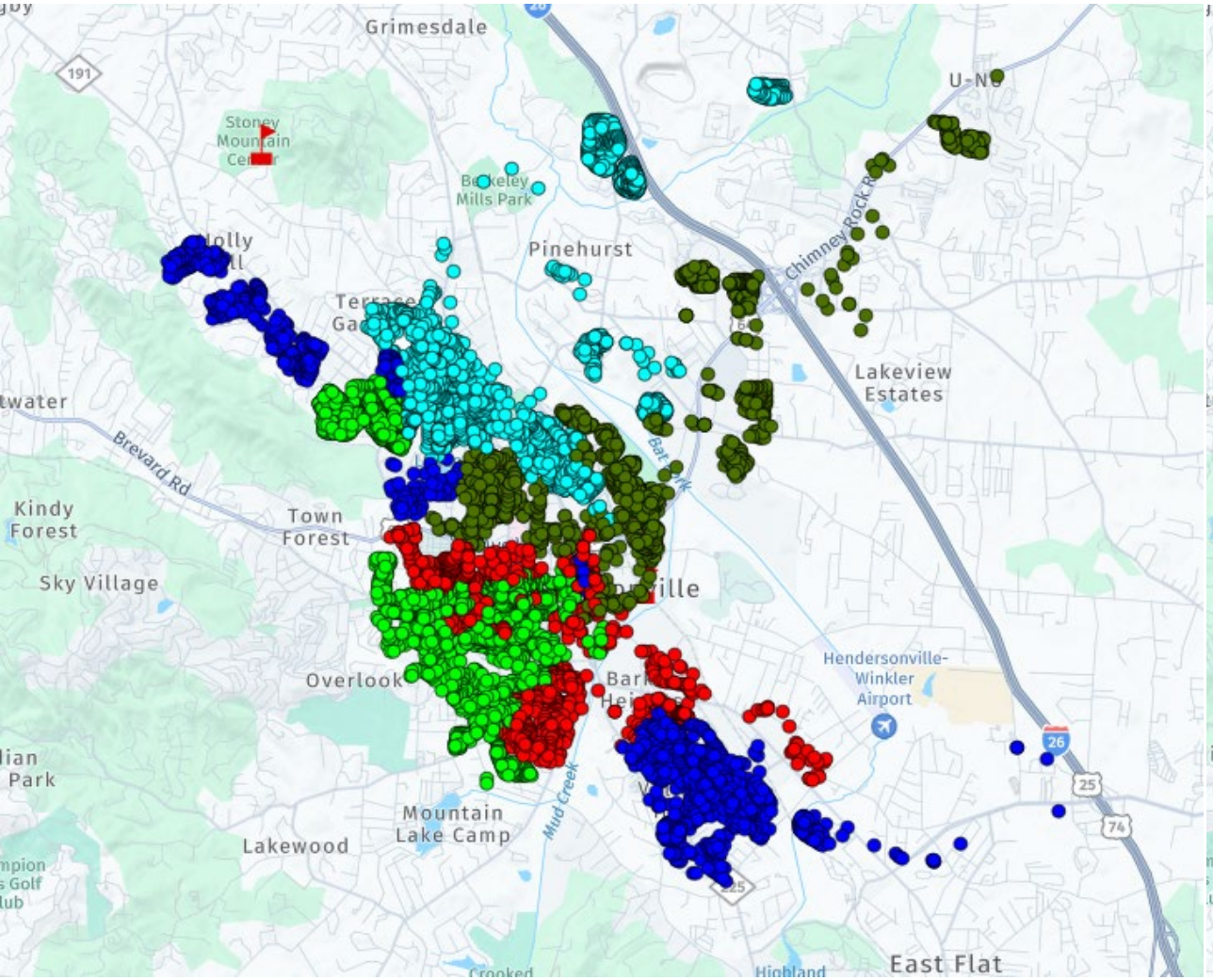


Coming in 2027: Balanced Routes

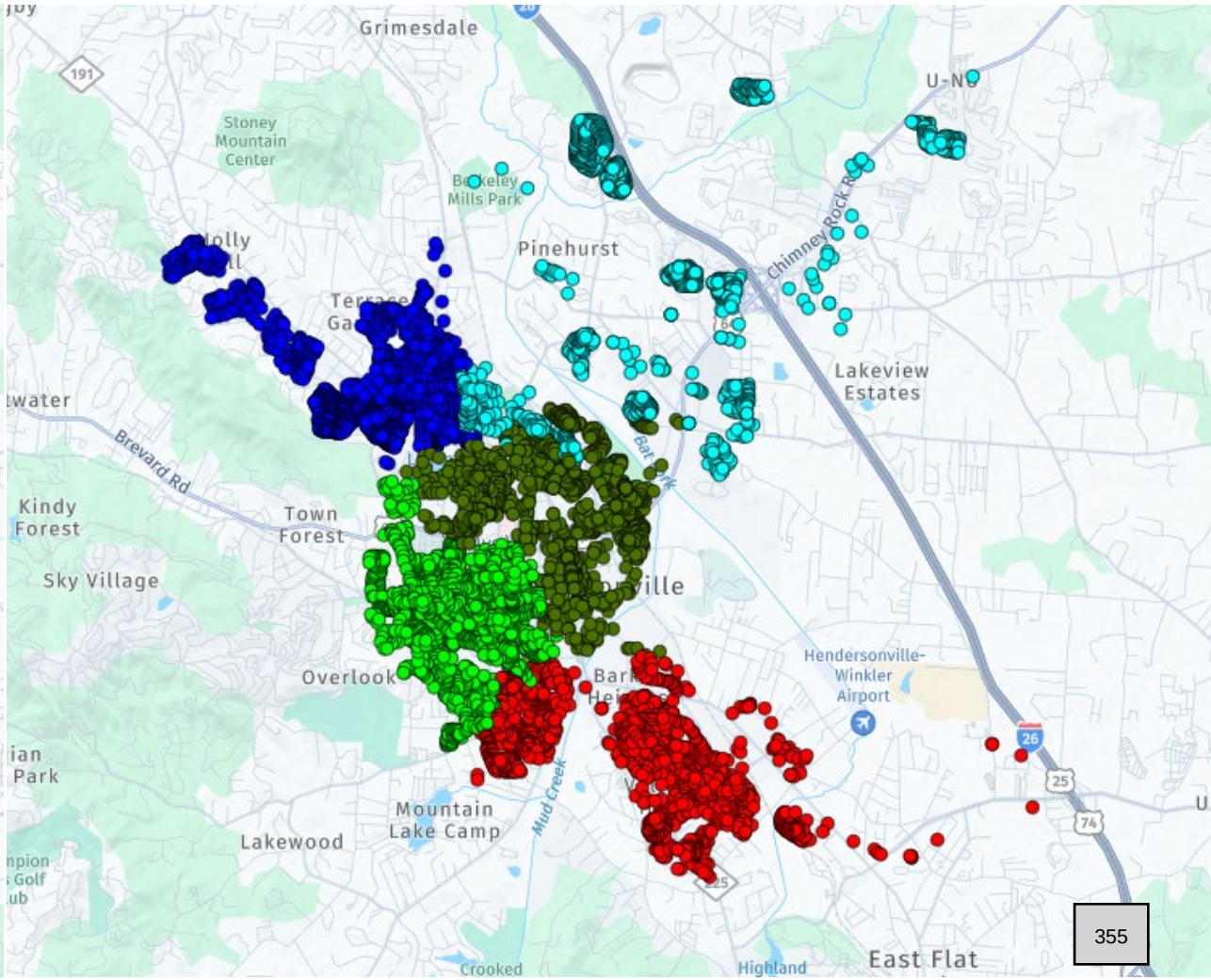
- RouteSmart route optimization goes live spring 2027
- Balances accounts and carts by day and route (Thursday has 1,349 accounts; Monday has 745)
- Some pickup days will change. We're keeping changes to a minimum as much as possible.
- Customers will get advance notice

- [x] Monday
- [x] Tuesday
- [x] Wednesday
- [x] Thursday
- [x] Friday

Current Service Day Map



Potential Service Day Map



Current Route Summary

Summary

Summary | Health Score: NA

!		Service Day	Stops	Lifts	Demand	Distance	Trips	Time	Cost ($)	UnSeq Stops	Service Time	Travel Time from Start	Travel Time to End
Route: A			**2,898**	**0**	**77,376.76**	**142.87**	**6**	**38:23**	**797.45**	**0**	**20:07**	**00:19**	**00:12**
		Monday	388	0	10,359.64	21.47	1	05:34	111.49	0	02:41	00:02	
		Tuesday	612	0	16,340.48	20.62	1	07:23	147.68	0	04:14	00:04	
		Wednesday	608	0	16,233.68	38.97	1	08:37	178.98	0	04:13		00:12
		Thursday	850	0	22,694.90	36.17	2	10:20	230.29	0	05:54	00:06	
		Friday	440	0	11,748.05	25.63	1	06:27	129.02	0	03:03	00:06	
Route: B			**2,783**	**0**	**74,306.29**	**133.19**	**6**	**37:14**	**762.09**	**0**	**19:19**	**00:23**	**00:12**
		Monday	433	0	11,561.15	22.10	1	06:06	122.04	0	03:00	00:02	
		Tuesday	793	0	21,173.04	31.32	2	09:43	211.98	0	05:30	00:04	
		Wednesday	466	0	12,442.26	25.29	1	06:42	134.16	0	03:14	00:03	00:12
		Thursday	620	0	16,554.08	23.99	1	07:34	151.47	0	04:18	00:06	
		Friday	471	0	12,575.76	30.48	1	07:07	142.44	0	03:16	00:08	
Tot...			**5,681**	**0**	**151,683.05**	**276.06**	**12**	**75:37**	**1,559.54**	**0**	**39:27**	**00:43**	**00:25**

Potential Updated Route Summary

Summary

Summary | Health Score: NA

!		Service Day	Stops	Lifts	Demand	Distance	Trips	Time	Cost ($)	UnSeq Stops	Service Time	Travel Time from Start	Travel Time to End
Route: A			**2,795**	**0**	**74,626.87**	**116.28**	**5**	**35:24**	**708.03**	**0**	**19:24**	**00:24**	**00:12**
		Monday	560	0	14,952.07	23.60	1	07:14	144.84	0	03:53	00:03	
		Tuesday	610	0	16,287.08	18.45	1	07:05	141.69	0	04:14	00:04	
		Wednesday	505	0	13,483.56	28.33	1	07:22	147.55	0	03:30	00:03	00:12
		Thursday	552	0	14,738.47	25.95	1	06:47	135.85	0	03:49	00:06	
		Friday	568	0	15,165.68	19.94	1	06:54	138.10	0	03:56	00:07	
Route: B			**2,886**	**0**	**77,056.58**	**123.42**	**5**	**36:51**	**737.13**	**0**	**20:02**	**00:20**	**00:12**
		Monday	516	0	13,777.27	27.68	1	07:14	144.72	0	03:34	00:04	
		Tuesday	606	0	16,180.28	19.88	1	07:14	144.97	0	04:12	00:04	
		Wednesday	572	0	15,272.48	31.72	1	07:56	158.71	0	03:58		00:12
		Thursday	566	0	15,112.28	25.54	1	07:12	144.25	0	03:55	00:05	
		Friday	626	0	16,714.28	18.60	1	07:13	144.47	0	04:20	00:05	
Tot...			**5,681**	**0**	**151,683.45**	**239.70**	**10**	**72:15**	**1,445.15**	**0**	**39:27**	**00:45**	**00:24**

Fleet Update

New garbage truck

- 3-person garbage truck, about $250,000
- Replaces our oldest garbage truck

Looking ahead

- Evaluating another truck purchase next fiscal year
- Keeps equipment on the regular replacement schedule the 2024 route study found we follow





Questions?
Are you comfortable starting this Thanksgiving?

City of Hendersonville

Environmental Services

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jill Murray, City Clerk **MEETING DATE:** 11/05/2026

AGENDA SECTION: BOARDS/COMMITTEES **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of Vacancy Appointments to the Community Advisory Committee, Downtown Advisory Board, Historic Preservation Committee and Planning Board

SUGGESTED MOTION(S):

See Motion Agenda.

SUMMARY:

Council will need to make appointments to the Community Advisory Committee, Downtown Advisory Board, Historic Preservation Committee and Planning Board.

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: None

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker **MEETING DATE:** 11/5/26

AGENDA SECTION: CLOSED SESSION **DEPARTMENT:** Legal

TITLE OF ITEM: Closed Session – *Angela S. Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1), and (a) (4) 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, and to discuss matters relating to the location or expansion of industries or other business in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations.

SUMMARY:

City staff is requesting a closed session 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, and to discuss matters relating to the location or expansion of industries or other business in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations.

BUDGET IMPACT: $ TBD

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

None