

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT A CONSULTANT TEAM TO PROVIDE PROFESSIONAL COMMUNITY PLANNING SERVICES FOR THE 2045 COMPREHENSIVE PLAN PROJECT AND DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE SELECTED FIRM**

**WHEREAS**, the City of Hendersonville advertised a request for proposals for community planning services to complete the 2045 Comprehensive Plan for the City of Hendersonville and;

**WHEREAS**, the City included certain add-alternates to the request for proposals including the following: 1) Preparation of a Downtown Masterplan; 2) Preparation of a Comprehensive Transportation Plan; and 3) Rewrite of the City's Zoning Ordinance; and

**WHEREAS**, the Bolton Menk/Cole Jenest Stone team was determined, following internal review, to qualify for the interview round and further was the consensus top choice among the interview team; and

**WHEREAS**, the Planning Board reviewed the proposal review process and affirmed the results of the process recommending that the City Council pursue a contract with the Bolton Menk team for the completion of the 2045 Comprehensive Plan; and

**WHEREAS**, Staff supports the recommendation, and also recommends that 1) the initial scope of work for the contract include the Preparation of a Downtown Masterplan as part of the Comprehensive Plan scope of work, and 2) the contract includes the possibility of adding the Preparation of a Comprehensive Transportation Plan and Rewrite of the City's Zoning Ordinance to future scopes of work under the contract;

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

1. The City Manager is authorized to negotiate and enter into a contract in an amount not to exceed \$200,000 for the 2045 Comprehensive Plan community planning project with Cole Jenest Stone/Bolton and Menk on behalf of the City in consultation with the City Attorney, upon such terms and conditions as he deems appropriate, including but not limited to:
  - a. Determining the initial scope of work;
  - b. Breaking the scope of work into Phases if appropriate, and
  - c. Including, within the initial scope of work or as an amendment in the future, the ad alternates.
  - d. Amending the contract in the future to amend the scope of work or activate future phases, including the Preparation of a Comprehensive Transportation Plan and the Zoning Ordinance rewrite;

Provided, however, that the following conditions shall apply:

- a. The contract and any amendment(s) entered now or in the future shall only obligate the City to budgeted and available funds as of the date of the contract or any such amendment.

2. If negotiations fail, the City Manager is directed to negotiate a contract with the next most qualified firm based on the review and interview recommendations;

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of November, 2022.

Attest:

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Barbara G. Volk, Mayor, City of Hendersonville

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Angela L. Reece, City Clerk

Approved as to form: \_\_\_\_\_ Angela S. Beeker, City Attorney