

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
WEDNESDAY, JANUARY 17, 2018**

The Henderson County Board of Commissioners met for a regularly scheduled meeting (Budget Workshop) at 9:00 a.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were: Chairman Mike Edney, Vice-Chairman Grady Hawkins, Commissioner Tommy Thompson, Commissioner Charlie Messer, Commissioner William Lapsley, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Engineer Marcus Jones, Director of Business and County Development John Mitchell, Internal Auditor Samantha Reynolds, Management Assistant Megan Powell, Deputy Sheriff Bengy Bryant, Purchasing Agent Randall Cox, Real Property Appraiser Kevin Hensley, Code Enforcement Director Toby Linville, Finance Director J. Carey McLelland, Planning Director Autumn Radcliff, HR Director Jan Prichard, Tax Administrator Darlene Burgess, Soil & Water Conservation District Director Jonathan Wallin, IT Director Becky Snyder, Recreation Director Carlene Dixon, Building Services Interim Director Crystal Lyda, Environmental Health Supervisor Seth Swift, Registrar of Deeds Lee King, Library Director Trina Rushing, Captain Jim Player, Sheriff Charlie McDonald, Chief Deputy Jason Brown, Captain Neal Urch, EMS Director Mike Barnett, Construction Manager David Berry, Capital Projects Manager Thad Ninnemann, E-911 Director Lisha Stanley, Real Property Administrator Michael Sutton, Emergency Management/Rescue Coordinator Jimmy Brissie, DSS Director Jerrie McFalls, Elections Director Beverly Cunningham, Public Health Director Steve Smith, Projects Engineer Natalie Berry and PIO Kathryn Finotti – videotaping, and Deputy Candice Carland as security.

CALL TO ORDER/WELCOME

Chairman Edney called the meeting to order, welcomed all in attendance, and noted the main purpose of the meeting is a budget workshop.

INVOCATION

The invocation was provided by County Manager Steve Wyatt.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Commissioner Hawkins.

INFORMAL PUBLIC COMMENTS

There was none.

DISCUSSION/ADJUSTMENT OF CONSENT AGENDA

Commissioner Hawkins made the motion to approve the Consent Agenda minus the Budget Amendment - Dues and Non-Profits, and the Proposal for Design Services – Clark Nexsen, pulled for discussion. All voted in favor and the motion carried.

CONSENT AGENDA consisted of the following:

Minutes

December 4, 2017 - Regularly Scheduled Meeting

Motion:

I move the Board approve the minutes of December 4, 2017.

DATE APPROVED: February 5, 2018

Tax Collector’s Report

Deputy Tax Collector Luke Small had presented the Tax Collector’s Report to the commissioners dated January 3, 2018 for information only. No action was necessary.

Pending Releases and Refunds

The pending releases and refunds have been reviewed by the Assessor. As a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor’s Office.

These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

Type	Amount
Total Taxes Released from the Charge	\$ 8,998.55
Total Refunds as a Result of the Above Releases	\$ 373.79

Motion:

I move the Board approves the Combined Release/Refund Report as presented.

County Financial Report/Cash Balance Report – November 2017

The November 2017 County Financial Report and Cash Balance Report were provided for the Board’s review and approval.

The following are explanations for departments/programs with higher budget to actual percentages for the month of November:

- Rescue Squad – Second quarter approved non-profit contribution payments remitted
- Mental Health – Second quarter maintenance of effort (MOE) payments to Vaya Health remitted

The YTD deficit in the Edneyville Elementary School, the Hendersonville High School and the Law Enforcement Training Center (LETC) Projects is due to the payment of architect fees for these projects from appropriated fund balance in the Capital Projects Funds that will be reimbursed from future financings.

The YTD deficits in the Recreation Parks Improvements Projects and the Artificial Turf Field Projects is due to these projects being paid from appropriated fund balance in the Capital Projects Fund primarily from proceeds received from the sale of the Bent Creek property as approved in the prior year’s budget.

The YTD deficit in the Cane Creek Water & Sewer District Fund is due to final sewer capital project expenditure payments on the Mill Pond Creek Sewer Project, which has been completed. Fund Balance in the Cane Creek Fund was appropriated in the approved budget to cover these capital project expenditures.

Motion:

I move that the Board of Commissioners approve the November 2017 County Financial Report and Cash Balance Report as presented.

Public Schools Financial Reports – November 2017

The Henderson County Public Schools November 2017 Local Current Expense Fund / Other Restricted Funds Report was provided for the Board’s information.

Motion:

I move that the Board of Commissioners approves the Henderson County Public Schools November

2017 Financial Report as presented.

Use of Courtroom by NC Supreme Court

A request has been submitted on behalf of the NC Supreme Court for use of the Courtroom on Tuesday, May 15, 2018 from 8:30 a.m. until 5:00 p.m. for court sessions.

Motion:

I move that the Board approves use of the Commissioners' Meeting Room (Courtroom) as requested on Tuesday, May 15, 2018 from 8:30 a.m. until 5:00 p.m.

Tax release request, Petco Animal Supplies, Inc. #1551

This is in regard business personal property owned by Petco Animal Supplies, Inc. #1551.

Petco, through a tax consulting firm, sought an extension of the due date for its 2017 business personal property listing, from the normal due date (January 31, 2017) to March 15. The Assessor's office letter granting the extension noted that the listing "must either be filed (received by the Assessor's Office), or postmarked with a US Postal Service Postmark, no later than March 15", and contained, in bold, underlined text, the following:

Failure to list property with the Assessor by March 15th will result in a 10% penalty.

When the listing was received in the Assessor's office on March 21, it showed a mailing machine postmark (**not** a US Postal Service Postmark) of March 9. However, as it was sent with USPS tracking, the Postal Service record shows that it was only received by the USPS on March 17.

The total tax bill due is \$933.23. In addition, the tax office has assessed a 10% penalty (\$93.32). The taxpayer seeks release of this penalty. Your Assessor recommends against approval.

The taxpayer was offered the chance to speak at a Board of Commissioners' meeting, but declined.

Motion:

I move that the Board deny the release requested by Petco Animal Supplies, Inc. #1551.

Tax release, Ebenezer Pentecostal Church of God, Inc.

Ebenezer Pentecostal Church of God, Inc. obtained title to a parcel in October, 2016. The parcel (PIN 9578771374; REID 105898) was used during 2017, housing a fellowship hall. The parcel is valued at \$270,500.00 (of which the building value is \$239,200.00). The owner did not timely apply for a tax exemption for this parcel.

After application with statement made by the owner (attached), it is proposed by your Tax Collector's office that a release of obligations for the 2017 tax year be granted for the parcel.

Motion:

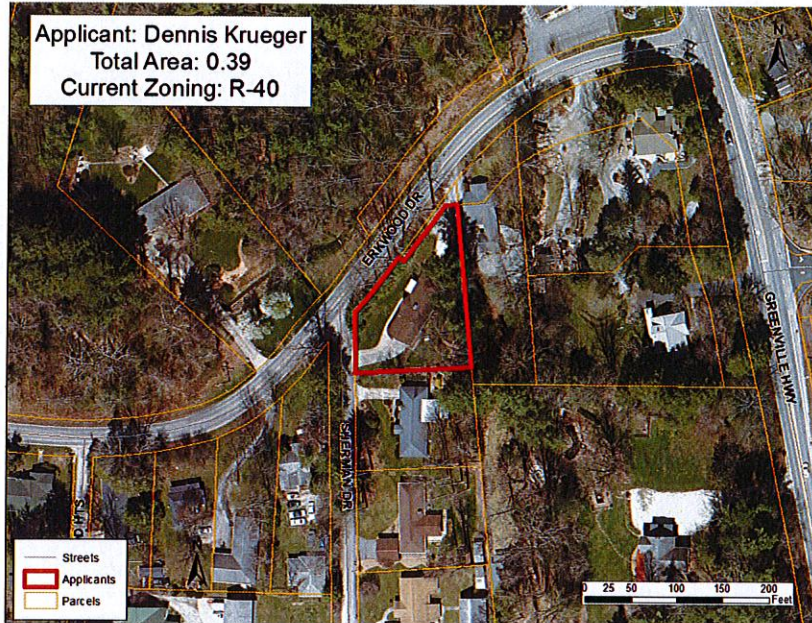
I move that the Board grant the release of parcel 9578771374 (REID 105898) for tax year 2017, as qualifying as exempt from taxation.

Set Public Hearing for Rezoning Application #R-2017-06, The Krueger Property, Estate Residential (R-40) District to Local Commercial (LC) District

Rezoning Application #R-2017-06, which was initiated on November 20th, 2017, requests the County rezone

approximately 0.39 acres of land (hereafter the “Subject Area”). Planning Staff finds no technical restriction to the Subject Area being rezoned from Estate Residential (R-40) zoning district to a Local Commercial (LC) zoning district. The Subject Area is located off Erkwood Dr. at the intersection of Greenville Highway. The owner of the Subject Area is Mr. Dennis Krueger.

The Henderson County Technical Review Committee reviewed the rezoning request at its December 5th, 2017 meeting and found no technical restrictions on this request. The Henderson County Planning Board reviewed the rezoning request at its December 21st, 2017 meeting and voted to send forth a favorable recommendation to the BOC.



Motion:

I move that the Board schedules a public hearing for rezoning application #R-2017-06 for February 21st, 2018, at 9:00 A.M.

Appointment of Commissioner Representatives

Commissioners have reviewed the following list of commissioner representatives and the consensus was to appoint the slate of representative as follows:

1. Agriculture Advisory Board - Tommy Thompson
2. Cane Creek Water and Sewer District Advisory Committee - Charlie Messer
3. Fire and Rescue Advisory Committee - Grady Hawkins
4. French Broad River MPO/Transportation Advisory Committee - Bill Lapsley/Mike Edney
5. Governmental Financing Corporation – Michael Edney/Grady Hawkins
6. Henderson County Board of Health - Bill Lapsley
7. Henderson County Historic Courthouse Corporation dba/ Heritage Museum - Mike Edney
8. Henderson County Planning Board - Grady Hawkins
9. Henderson County Transportation Advisory Committee - Bill Lapsley/Mike Edney
10. Hospital Corporation Board of Directors – Tommy Thompson
11. Joint College Facility Committee - Tommy Thompson/Mike Edney
12. Joint School Facilities - Grady Hawkins/Bill Lapsley
13. Juvenile Crime Prevention Council - Tommy Thompson
14. Land-of-Sky Regional Council - Grady Hawkins
15. Library Board of Trustees - Grady Hawkins

16. Local Emergency Planning Committee (LEPC) - Mike Edney
17. Local Government Committee of Cooperative Action (LGCCA) – Michael Edney/Grady Hawkins
18. Metropolitan Sewerage District of Buncombe County (MSD) - Bill Lapsley/Charlie Messer
19. Nursing/Adult Care Home Community Advisory Committee - Tommy Thompson
20. Recreation Advisory Board - Charlie Messer

Motion:

I move the Board appoints the slate of representatives as presented.

Department of Social Services – Grant Award and Budget Amendment

The Department of Social Services is requesting that the Board approve grant funds to pilot an in-home substance abuse treatment program. DSS has been awarded this grant through The Duke Endowment; it will be paid out over three years totaling \$415,961, with the first year scheduled for \$141,987.

Today's substance abuse services (individual, group, or intensive outpatient) are provided in office settings. Current services do not focus on the family dysfunction resulting in DSS involvement, offer child care or solutions to balancing competing life demands, transportation, or housing, employment counseling, or parenting skills acquisition. Each individual family member must go to an office and have an assessment. Based on this assessment treatment recommendations are provided and lists of providers are given to them. Depending on the prescription of services any given family could end up with a minimum of two-three and a maximum of five-ten separate appointments (this assumes a family of five and includes assessment and then basic weekly therapy and one enhanced SAIOP (Substance Abuse Intensive Out-Patient Treatment) for one parent) per week. These appointments are separate requiring multiple trips to offices throughout the week.

Family Centered Recovery (FCR) will provide clinical staff (licensed in Family Centered Treatment Licensed Clinical Addiction Specialist) paired with a non-professional/peer support recovery coach (PSRC) in the home to improve holistic outcomes for children involved in these CPS cases. FCR inherently removes the barriers mentioned above. It will provide a custom scope of treatment based on acuity of family system and substance challenges. The PSRC will cheerlead from real life experience to bridge services if/when they are needed. They will maintain communication with all family members, CPS, and provide support in order to reduce broken links in service provision.

Motion:

I move the Board of Commissioners approve the attached Budget Amendment to approve this grant funding for the Department of Social Services, and authorize the Director to execute grant documentation.

Line Item Transfer Request for FY17 ROAP Funds

Henderson County receives Rural Operating Assistance Program (ROAP) funding annually through a grant provided by the NCDOT. These grant funds are passed through to Western Carolina Community Action (WCCA) for senior and disabled transportation programs, the WorkFirst education program, continuation of public transit services to Edneyville, and demand response to citizens who live in other rural areas of Henderson County. No County funds are associated with this program.

Henderson County received \$189,510 for FY17. Due to staff changes and a delay in receiving the final corrected invoices from WCCA until FY18, the remaining ROAP funds were not disbursed to WCCA and as a result rolled into the FY18 general fund balance. In order to pass the remaining FY17 funds to WCCA, a line item transfer is required since payment will be within FY18. NCDOT has confirmed that there are no issues with allowing these funds to be paid in FY18. The remaining *funding to be allocated is \$103,626.*

Motion:

I move that the Board approve the line item transfer request and payment of FY2017 ROAP services.

Red Cross Lease Proposal

The Board of Commissioners is requested to approve the attached lease between the County, and the American Red Cross, for the utilization of space at the King Street Facility. The current Red Cross location, on the corner of 1st and Grove, is owned by the American National Red Cross, as opposed to the local chapter. The space proposed to be leased to the Red Cross is the former 911 space, located on the 2nd Avenue side of the building on the lower floor, which will allow the Red Cross to continue to provide services to Henderson County and its residents from this downtown location.

The Red Cross works in collaboration with Henderson County on the provision of emergency services within the County, maintaining and staffing shelters in the County any time Emergency Management makes a request to open shelters. In addition, the American Red Cross has a Congressional Charter to support military members and their families. This Service to the Armed Forces (SAF) Case Service, covering a 47 county region, is currently coordinated within Henderson County. In the first 6 months of FY18, specifically for Henderson County, this service has provided the following:

- 54 Total SAF Case services
- 24 Family Follow-up services (before or after a service member deploys or returns home)
- 100% of those surveyed rated ARC services as excellent

Additionally, in their 20 year history in Henderson County, the Red Cross has provided the following:

- Over \$613,000 in client assistance to help over 900,000 individuals
- Approximately 1,300 CPR and First Aid classes in the current location, training over 11,600 community members in life-saving skills
- 325 blood drives (and currently have a monthly drive), generating close to 8,000 pints of life-saving blood.
- Installation of smoke alarms in Henderson County, investing over \$2,250 in the program to date. Our chapter is the first in our region to have a verified saved life as a direct result of a smoke alarm we installed.

Motion:

I move the Board approves the Lease between Henderson County and the American Red Cross as presented, and authorize the Chairman to execute it on behalf of the Board.

Budget Amendment – Capital Reserve Fund

The Board is requested to approve a Budget Amendment transferring \$407,573 into the Capital Reserve Fund. The revenue associated with this amendment is related to the sale of the 6th Avenue Clubhouse property for \$271,715, and property at the former fairground site for \$135,858. The total transfer into the Capital Reserve Fund would total \$407,573, comprised of the proceeds from the sale of real property.

Motion:

I move the Board approves the Budget Amendment as presented, transferring \$407,573 in proceeds from the sale of real property into the Capital Reserve Fund.

Safelight Letter of Support

Safelight, a Henderson County based non-profit providing support for survivors of interpersonal violence, sexual assault and child abuse, has requested a letter of support from the County as they make application to become a Medicaid provider. Safelight, formerly Mainstay and the Healing Place, works closely with DSS and the Health Department. Medicaid contracting will allow Safelight to expand on needed services within the community.

Motion:

I move the Board adopts the Letter of Support as presented, and authorize the Chairman to execute the letter.

Request for Approval of Western Carolina Community Action 2018-2019 CSBG Grant Application for Funding

Barbara Greene, Community Services Program Director is requesting approval of the Western Carolina Community Action Community Services Block Grant Program application. They are working on the 3rd year of their 3 year Community Services Block Grant package. The County Commissioners in each of the counties where they operate have 30 days to review the grant and provide comments.

The only changes are that funding is decreased by 21% so the clients served and the services we provide in each county are decreased as well.

The grant is unsigned and will be presented to the WCCA Board of Directors prior to the meeting of the Board of Commissioners for their approval. No Henderson County funding is required.

Motion:

I move that the Board approves the request for application by the Western Carolina Community Action of the 2018-2019 CSBG Grant, authorize the clerk to insert the date of November 29, 2017 on page 4, and further authorize the clerk to execute page 39.

Proposal for Design Services – Clark Nexsen – pulled for discussion

In September 2015, Solutions for Local Government conducted a space utilization study for the Main Library, to determine how to best utilize the available space to provide increasing levels of service. That study identified a number of recommended renovations, which were identified by priority. Clark Nexsen has reviewed the study and recommendations, and developed the attached Proposal for Design Services for consideration. The funding required for the renovations has been provided by Foundation grants, and no additional County funding is required. The budget amendment presented moves foundation grant funding into the Capital Project Fund for this project.

Commissioner Lapsley would like for a smaller local architect firm to be considered. He asked that Request for Qualifications (RFQ) be put out for the project.

Commissioner Lapsley made the motion that the Board approves the Budget Amendment as presented, and that staff put out RFQ's (Request for Qualifications) to local architect firms for consideration. The motion passed 4-0 (Commissioner Messer had not arrived)

Budget Amendment – Dues and Non-Profits – pulled for discussion – see end of meeting

COUNTY MANAGER'S REPORT

County Manager Steve Wyatt noted that predictions for the NCAA Football game made at the December 4, 2017 meeting were met by Commissioners Thompson and Messer. That's two years in a row for Commissioner Thompson and three years for Commissioner Messer.

Retirement of Finance Director J. Carey McLelland

County Manager Steve Wyatt noted the upcoming retirement of the Finance Director J. Carey McLelland, retiring April 30, 2018.

Internal Auditor moving to Finance Director

Internal Auditor Samantha Reynolds will be moving into the position of Finance Director on May 1, 2018.

Tommy Thompson not seeking re-election

Commissioner Tommy Thompson is not seeking re-election, so this will be his last year as a commissioner. He has over 40 years of service with County Government.

Commissioner Charlie Messer arrived at 9:15 a.m.

BUDGET WORKSHOP
FY 17-18 MID-YEAR FINANCIAL REPORT

FY 2017-2018 County Expenditures

County Department	BOC Adopted	Revisions (as of 12.31.17)	Total Revised Budget	\$ Expended (as of 12.31.17)	% Expended (as of 12.31.17)
Governing Body	\$377,403	\$0	\$377,403	\$159,813	42.3%
Dues & Non-Profits	\$492,870	\$0	\$492,870	\$227,498	46.2%
County Administration	\$973,382	\$0	\$973,382	\$388,722	39.9%
Human Resources	\$694,485	\$0	\$694,485	\$388,303	55.9%
Elections	\$900,221	\$0	\$900,221	\$254,427	28.3%
Finance	\$905,986	\$0	\$905,986	\$449,868	49.7%
Assessor	\$1,820,861	\$0	\$1,820,861	\$654,439	35.9%
Tax Collections	\$481,896	\$0	\$481,896	\$198,323	41.2%
Legal	\$783,062	\$0	\$783,062	\$377,232	48.2%
Register of Deeds	\$761,449	\$0	\$761,449	\$271,001	35.6%
Engineering & Facility Serv.	\$3,996,839	\$0	\$3,996,839	\$1,786,079	44.7%
Court Facilities	\$190,000	\$0	\$190,000	\$73,370	38.6%
Information Technology	\$3,080,814	\$0	\$3,080,814	\$1,385,421	45.0%

FY 2017-2018 County Expenditures

County Department	BOC Adopted	Revisions (as of 12.31.17)	Total Revised Budget	\$ Expended (as of 12.31.17)	% Expended (as of 12.31.17)
Sheriff	\$15,299,202	\$180,335	\$15,479,537	\$7,033,268	45.4%
Detention Facility	\$4,768,000	\$51,821	\$4,819,821	\$2,119,396	44.0%
Emergency Management	\$421,725	\$9,699	\$431,424	\$151,945	35.2%
Fire Marshal	\$628,176	\$0	\$628,176	\$382,400	60.9%
Building Services	\$1,037,447	\$0	\$1,037,447	\$485,305	46.8%
Wellness Clinic	\$586,810	\$0	\$586,810	\$277,686	47.3%
Emergency Medical Services	\$6,436,692	\$0	\$6,436,692	\$3,310,216	51.4%
Animal Services	\$656,446	\$0	\$656,446	\$267,446	40.7%
Rescue Squad	\$281,360	\$0	\$281,360	\$150,855	53.6%
Forestry Services	\$75,446	\$0	\$75,446	\$12,910	17.1%
Soil & Water Conservation	\$335,756	\$30,831	\$366,587	\$186,890	51.0%
Planning	\$616,279	\$0	\$616,279	\$283,695	46.0%

Budget Revisions happen through-out the year and must be approved by the Board. Many of the revisions are due to grants.

FY 2017-2018 County Expenditures

County Department	BOC Adopted	Revisions (as of 12.31.17)	Total Revised Budget	\$ Expended (as of 12.31.17)	% Expended (as of 12.31.17)
Code Enforcement	\$287,546	\$0	\$287,546	\$127,871	44.5%
Heritage Museum	\$100,000	\$0	\$100,000	\$50,000	50.0%
Cooperative Extension	\$398,153	\$0	\$398,153	\$192,908	48.5%
Project Management	\$248,802	\$0	\$248,802	\$124,372	50.0%
Economic Development	\$1,647,120	\$100,000	\$1,747,120	\$934,607	53.5%
AgriBusiness Henderson County	\$146,211	\$0	\$146,211	\$83,708	57.3%
Public Health	\$7,092,229	\$90,937	\$7,183,166	\$3,256,846	45.3%
Environmental Health	\$1,235,642	\$0	\$1,235,642	\$598,686	48.5%
Home & Community Care Grant	\$733,648	\$0	\$733,648	\$293,654	40.0%
Medical Services	\$60,000	\$0	\$60,000	\$21,600	36.0%
Mental Health	\$528,612	\$0	\$528,612	\$264,306	50.0%
ROAP (Rural Operating Assistance)	\$196,095	\$0	\$196,095	\$0	0.0%
Social Services	\$14,401,734	\$0	\$14,401,734	\$6,190,414	43.0%

FY 2017-2018 County Expenditures

County Department	BOC Adopted	Revisions (as of 12.31.17)	Total Revised Budget	\$ Expended (as of 12.31.17)	% Expended (as of 12.31.17)
DSS – Federal & State	\$5,827,192	\$0	\$5,827,192	\$1,473,120	25.3%
DSS – General Assistance	\$100,000	\$0	\$100,000	\$28,502	28.5%
Juvenile Justice Grant	\$218,745	\$0	\$218,745	\$102,739	47.0%
Veteran's Services	\$44,987	\$0	\$44,987	\$22,858	50.8%
Public Library	\$2,991,223	\$60,352	\$3,051,575	\$1,466,834	48.1%
Recreation	\$1,800,458	\$0	\$1,800,458	\$785,857	43.6%
County Debt Service	\$7,367,802	\$0	\$7,367,802	\$3,778,101	51.3%
Non-Departmental	\$260,000	\$0	\$260,000	\$63,418	24.4%
Transfers to Other Funds	\$3,090,188	\$0	\$3,090,188	\$1,545,094	50.0%
TOTAL	\$95,378,994	\$523,975	\$95,902,969	\$42,682,004	44.5%

County Expenditures as of 12/31/2016 were 47.7%

FY 2017-2018 Education Expenditures

	BOC Adopted	Revisions (as of 12.31.17)	Total Revised Budget	\$ Expended (as of 12.31.17)	% Expended (as of 12.31.17)
HC Public School System					
<input checked="" type="checkbox"/> Current Expense	\$28,113,000	\$0	\$28,113,000	\$16,692,007	59.37%
<input checked="" type="checkbox"/> Debt Service	\$7,277,261	\$0	\$7,277,261	\$4,657,860	64.01%
TOTAL	\$35,390,261	\$0	\$35,390,261	\$21,349,867	60.33%
Blue Ridge Community College					
<input type="checkbox"/> Current Expense	\$3,731,273	\$25,000	\$3,756,273	\$1,865,637	49.67%
<input type="checkbox"/> Debt Service	\$1,988,672	\$0	\$1,988,672	\$1,730,369	87.01%
TOTAL	\$5,719,945	\$0	\$5,744,945	\$3,596,006	62.59%

Public Schools are funded in 10 month cycles rather than 12 month cycles.

FY 2017-2018 Total Expenditures

	BOC Adopted	Revisions (as of 12.31.17)	Total Revised Budget	\$ Expended (as of 12.31.17)	% Expended (as of 12.31.17)
GENERAL FUND TOTAL	\$136,489,200	\$548,975	\$137,038,175	\$67,627,877	49.35%

The General Fund Total at this point in FY17 was 49.60%

- 13 Pay periods paid out
- Debt schedule

FY 2017-2018 Revenues

	BOC Adopted	Revisions (As of 12.31.17)	Total Revised Budget	\$ Received (As of 12.31.17)	% Received (As of 12.31.17)
Ad Valorem Taxes – Current Year	\$72,823,301	\$0	\$72,823,301	\$61,298,816	84.2%
Ad Valorem Taxes – Prior Years	\$1,405,000	\$0	\$1,405,000	\$868,163	61.8%
Local Option Sales Taxes	\$21,891,061	\$0	\$21,891,061	\$6,284,310	28.7%
Other Taxes and Licenses	\$1,164,700	\$0	\$1,164,700	\$476,750	40.9%
Unrestricted Intergovernmental	\$38,000	\$0	\$38,000	\$3,137	8.3%
Restricted Intergovernmental	\$17,294,596	\$416,275	\$17,710,871	\$6,024,025	34.0%
Permits and Fees	\$1,523,400	\$0	\$1,523,400	\$918,935	60.3%
Sales and Services	\$6,883,835	\$45,648	\$6,929,483	\$3,357,081	48.4%
Investment Earnings	\$500,000	\$0	\$500,000	\$309,959	62.0%
Other Revenues	\$1,034,987	\$75,364	\$1,110,351	\$1,447,436	130.4%
Total General Fund Revenues	\$136,486,200	\$548,975	\$137,035,175	\$80,988,612	59.1%
Fund Balance Appropriated	\$11,927,320	\$11,688	\$11,939,008	\$0	0.0%

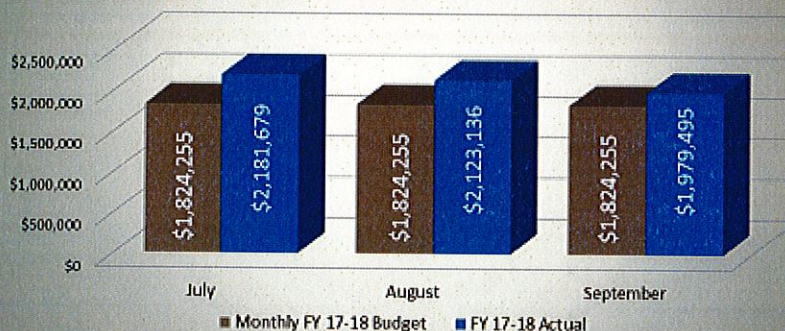
The amount of Ad Valorem Taxes collected as of 12.31.17 (84.2%) is the same percentage collected as of 12.31.16.

We are slightly ahead in quarterly Sales Tax.

Revenues are less than last year.

FY 2017-2018 Sales Tax Revenues

- Local Option Sales Tax = \$ 21,891,061
- Year to Date Variance = + \$811,545



Capital Reserve Fund History

Capital Reserve Fund established in FY 2007		Deposit/ Appropriation	Running Balance
FY 2007	Deposit – Sale of Land Development Building	\$ 1,337,195	\$ 1,337,195
FY 2008	Deposit – Transfer from General Fund	\$ 1,400,000	\$ 2,737,195
FY 2009	Appropriation – Detention Center Generator	(\$ 300,000)	\$ 2,437,195
FY 2010	Deposit – Transfer from General Fund	\$ 772,677	\$ 3,209,872
	Appropriation – Compressed Natural Gas Project	(\$ 35,000)	\$ 3,174,872
	Appropriation – Parks and Recreation projects	(\$ 156,249)	\$ 3,018,623
	Appropriation – Tuxedo Mill Demolition	(\$ 143,324)	\$ 2,875,299
FY 2011	Appropriation – Law Enforcement Center	(\$ 1,058,347)	\$ 1,816,952
	Deposit – Progress Energy (Bear Creek Estuary)	\$ 8,500	\$ 1,825,452
	Appropriation – Boyd Property	(\$ 750,000)	\$ 1,075,452
FY 2012	Deposit – Sale of Nuckolls Building	\$ 700,000	\$ 1,775,452
	Appropriation – Parks and Recreation projects	(\$ 535,039)	\$ 1,240,413
	Deposit – Transfer from General Fund (Recreation)	\$ 200,000	\$ 1,440,413
FY 2013	Appropriation – Parks and Recreation projects	(\$ 26,848)	\$ 1,413,565
	Appropriation – 1995 Courthouse Congressional Office	(\$ 26,899)	\$ 1,386,666

Capital Reserve Fund History

Capital Reserve Fund established in FY 2007		Deposit/ Appropriation	Running Balance
FY 2014	Appropriation – 1995 Courthouse Renovations	(\$ 1,000,000)	\$ 386,666
FY 2015	Deposit—Transfer from General Fund (Recreation)	\$ 400,000	\$ 786,666
	Deposit—Transfer from General Fund (Earmarked - Debt Service)	\$ 923,463	\$ 1,710,129
	Deposit—P&I Software	\$ 75,000	\$ 1,785,129
	Deposit—Transfer from General Fund (Conditional School Funding)	\$ 166,183	\$ 1,951,312
	Appropriation – Tuxedo Park	(\$ 177,269)	\$ 1,774,043
FY 2016	Appropriation – Dana Park	(\$ 195,978)	\$ 1,578,065
	Deposit—P&I Software	\$ 75,000	\$ 1,653,065
FY 2017	Deposit—P&I Software	\$ 75,000	\$ 1,728,065
	Appropriation – Transfer to Debt Service (FY15 Debt Roll-off)	(\$ 923,463)	\$ 804,602
FY 2018	Deposit—P&I Software	\$ 75,000	\$ 879,602
	Appropriation – Transfer P&I Software Reserve to Project Fund	(\$ 300,000)	\$ 579,602
	Deposit—Sale of 6 th Ave. Clubhouse and Fairground Property	\$ 407,573	\$ 987,175
Balance of Capital Reserve Fund/Currently Available			\$ 987,175

FINANCIAL FORECAST

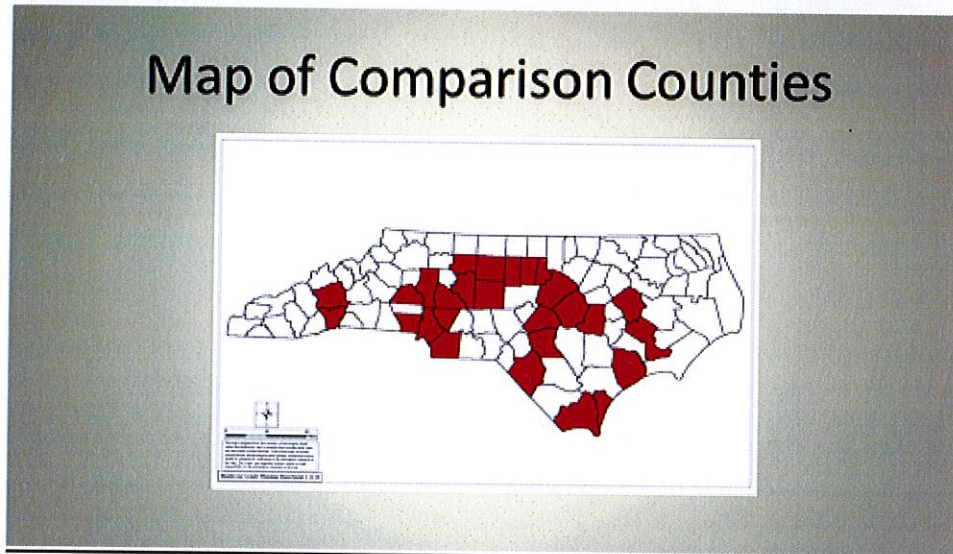
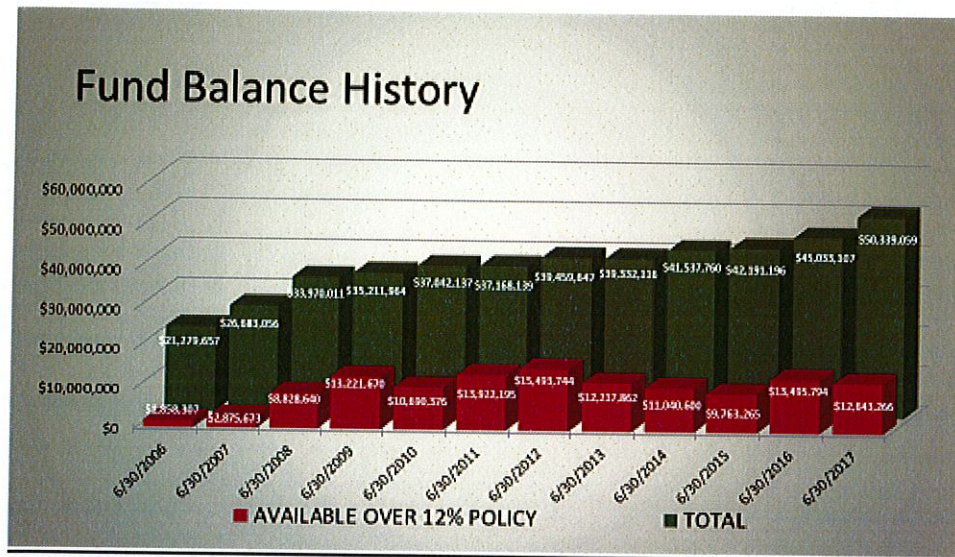
Historical Budget Information

REVISED BUDGET EXPENDITURES FY 2017 – 2018 VARIANCE				
	FY 2016-2017	FY 2017-2018 (As of 12.31.17)	\$ VARIANCE	% VARIANCE
COUNTY				
Debt	\$5,933,088	\$7,367,802	\$1,434,714	19.47%
HENDERSON COUNTY PUBLIC SCHOOLS				
Debt	\$8,097,066	\$7,277,261	(\$819,805)	-11.27%
BLUE RIDGE COMMUNITY COLLEGE				
Debt	\$2,036,746	\$1,988,672	(\$48,074)	-2.42%
TOTAL DEBT	\$16,066,900	\$16,633,735	\$566,835	3.52%

Future Budget Information

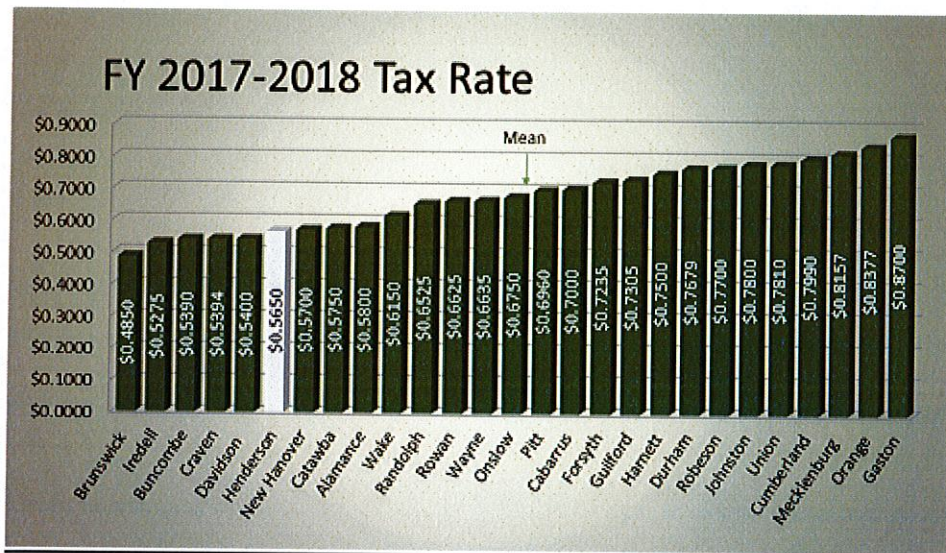
PROJECTED BUDGET EXPENDITURES/DEBT FY 2017 – 2018 VARIANCE				
	FY 2017-2018 (As of 12.31.17)	FY 2018-2019 (PROJECTED)	\$ VARIANCE	% VARIANCE
COUNTY				
Debt	\$7,367,802	\$6,367,795	(\$1,000,007)	-13.57%
HENDERSON COUNTY PUBLIC SCHOOLS				
Debt	\$7,277,261	\$10,018,743	\$2,741,482	37.67%
BLUE RIDGE COMMUNITY COLLEGE				
Debt	\$1,988,672	\$1,937,210	(\$51,462)	-2.59%
TOTAL DEBT	\$16,633,735	\$18,323,748	\$1,690,013	10.16%

Debt Service will be up 1.7 million next year.



FY 2017-2018 Tax Rate

- The tax rate of \$0.565 per \$100 of valuation is the 6th lowest tax rate of the 27 urban counties -- those with a population over 100,000 -- and the 24th lowest of all 100 counties in North Carolina.
- The Mean Tax rate of the 27 counties is \$0.6745
 - \$0.1095 between Henderson County and the mean
 - Median Tax rate is \$0.6750
- Among 27 Urban North Carolina counties:
 - Highest rate is \$0.8700
 - Lowest rate is \$0.4850
 - Mean rate is \$0.6745
- Among all 100 North Carolina counties:
 - Highest rate is \$1.0100
 - Lowest rate is \$0.3100
 - Mean rate is \$0.6717



The Financial Forecast numbers are planning numbers only.

The base budget includes one additional school nurse. If we accelerate and add two nurses, we will meet the State recommendation of one nurse per 750 students.

FY 2018-2019 Financial Forecast

Projected Revenues for FY 18-19	\$ 127,350,000
Base Budget for FY 18-19 <small>(Current FY 18 Revised \$137,038,175)</small>	\$ 139,250,000
Increase for Education?	\$2,000,000
Stillwell?	\$1,000,000
County Requests (estimated)	\$500,000
TOTAL	\$142,750,000
Projected Shortfall	\$ 15,400,000

FY 2018-2019 Financial Forecast

Fund Balance available over 12%	\$ 12,643,266
Projected deficit <small>(rounded with education increase)</small>	<u>- \$ 15,400,000</u>
	(\$ 2,756,734)

Debt Service Fund History

Capital Reserve Fund established in FY 2015		Deposit/ Appropriation	Running Balance
FY 2015	Deposit – Debt Service Roll-off	\$ 923,463	\$ 923,463
FY 2016	Deposit – Debt Service Roll-off	\$ 590,997	\$ 1,514,460
FY 2017	Deposit – Debt Service Roll-off	\$ 1,927,650	\$ 3,442,110
	Transfer From General Fund – Debt Service Variance	\$ 1,490,131	\$ 4,932,241
FY 2018	Deposit – Debt Service Roll-off	\$ 509,649	\$ 5,441,890
	Deposit – Additional Budgetary Appropriation	\$ 2,000,000	\$ 7,441,890
FY 2019	2018-2019 Appropriation	\$ 2,756,734	\$ 4,685,156

FY 2018-2019 Financial Forecast

Historic 4 year average net dollar change
(FY15 - FY18) in Total Budget

+ \$ 5,780,000

FY19 Projected Budget = \$142,750,000

FY 19 Projected Budget Difference from revised FY 18 = \$5,711,825

FY 19 Projected Difference from Average = (-\$68,175)

Counties are only allowed to borrow for capital facilities (land and buildings). Money is not borrowed for operational expenses.

What makes up base budget?

- Base Budget + existing commitments
 - 1 additional School Health Nurse
 - 2 additional Maintenance Assistants
 - 1 additional Maintenance Technician III
- Operating expenditures at FY18 levels
 - Additional EMSHQ Utilities
 - Maintenance Projects Increase
- \$ Debt Service at prescribed levels
 - \$1.7M over FY18
- Pay Plan

Assistant county Manager Amy Brantley noted that much square footage has been added to County space with no increase in personnel. Additional maintenance personnel will need to be added.

County Manager Steve Wyatt stated Henderson County is more transparent in the budget process than most counties.

Mr. Wyatt pointed out the increase in Debt Service from \$70,111,659 to \$115,666,835 in FY18-19.

CAPITAL FINANCING DEBT SCHEDULES

Debt Schedule Highlights

- Consistent pay down of debt principal
- Subsequent decrease in debt service

Debt Principal

HC PUBLIC SCHOOLS	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY2026	FY2027
Hendersonville High School	\$ -	\$2,600,000	\$4,970,000	\$47,340,000	\$44,710,000	\$47,000,000	\$18,450,000	\$18,000,000	\$34,100,000	\$12,500,000
Edneyville Elem School	\$25,000,000	\$14,750,000	\$23,500,000	\$11,250,000	\$20,500,000	\$18,750,000	\$17,500,000	\$18,250,000	\$15,000,000	\$18,750,000
2010 Innovative High School	\$14,800,000	\$14,600,000	\$14,600,000	\$14,600,000	\$14,800,000	\$13,600,000	\$13,600,000	\$13,600,000	\$10,700,000	\$9,720,000
2013 Refinancing Bonds	\$4,825,000	\$5,904,400	\$5,000,000	\$4,328,100	\$3,201,000	\$2,428,000	\$1,811,000	\$785,340	\$ -	\$ -
2012 Refinancing Bonds	\$4,000,000	\$4,314,400	\$3,400,000	\$2,726,400	\$2,013,000	\$1,321,000	\$620,400	\$ -	\$ -	\$ -
2010 Refinancing Bonds	\$1,425,320	\$1,810,440	\$600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 Apple Valley North	\$1,882,044	\$669,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 QSCBs - Repairs	\$261,500	\$128,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2009 QSCBs - Repairs	\$854,500	\$417,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2008 Mandale Mills River	\$13,734,200	\$13,805,734	\$15,057,148	\$8,128,571	\$6,400,000	\$4,571,429	\$2,743,000	\$914,200	\$ -	\$ -
TOTAL HC PUBLIC SCHOOLS	\$70,111,659	\$115,666,835	\$106,200,734	\$20,279,101	\$20,885,520	\$22,785,600	\$14,204,250	\$66,466,420	\$18,000,000	\$11,095,000

BRCC	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY2027
2013 Refinancing Bonds	\$7,000,400	\$6,064,000	\$5,141,400	\$4,226,000	\$3,310,000	\$2,401,100	\$1,834,000	\$300,350	\$ -	\$ -
2010 Repairs	\$201,000	\$187,000	\$100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Sciences Center	\$8,272,100	\$7,572,000	\$7,619,300	\$7,328,000	\$6,596,100	\$6,633,100	\$6,241,950	\$5,842,500	\$1,425,200	\$4,816,000
TOTAL BRCC	\$15,473,500	\$13,823,000	\$12,860,700	\$11,554,000	\$10,506,100	\$9,034,200	\$8,075,950	\$6,142,850	\$1,425,200	\$4,816,000

TOTAL EDUCATION	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY2027
	\$85,585,159	\$129,490,835	\$119,061,434	\$31,833,101	\$31,391,620	\$31,819,800	\$22,280,200	\$72,609,270	\$19,425,200	\$15,911,000

The County takes every opportunity to refinance loans and save money.

The Board of Commissioners would like to see a cost decrease for the Law Enforcement Center. \$20,000,000 is a planning number only.

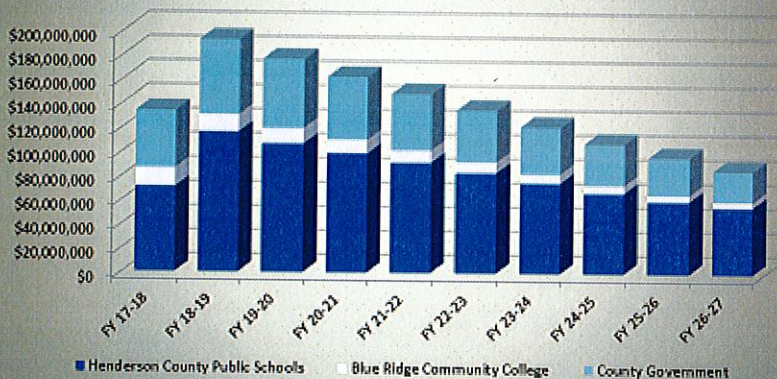
GF Linamar is an Economic Development Incentives Project. Henderson County has been unprecedented success with economic development. County Manager Wyatt asked the County Attorney to look back over the last 10 years of Economic Development Incentives and find the amount of increase to the tax base for those projects.

Commissioner Lapsley noted that in the recent audit report the auditor pointed out that there is a State mandated debt limit for each County based upon several factors such as population, tax base, etc. Henderson County has a maximum permissible debt limit of approximately \$ 960 M. The peak debt amount shown on this slide is way, way below that number.

Outstanding Debt Principal

COUNTY GOVERNMENT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Law Enforcement Training Center	\$ -	\$20,000,000	\$19,000,000	\$18,000,000	\$17,000,000	\$16,000,000	\$15,000,000	\$14,000,000	\$13,000,000	\$12,000,000
Emergency Services HQ	\$11,915,000	\$11,285,000	\$10,655,000	\$10,025,000	\$9,395,000	\$8,765,000	\$8,135,000	\$7,505,000	\$6,875,000	\$6,250,000
2016 GF Linamar Land Purchase	\$5,740,000	\$2,820,000	\$1,870,000	\$935,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2013 Refinancing Bonds	\$4,831,500	\$5,189,500	\$5,547,500	\$2,787,250	\$2,204,000	\$1,621,000	\$1,038,000	\$520,500	\$ -	\$ -
2012 Refinancing Bonds	\$5,719,400	\$4,585,600	\$5,749,200	\$2,953,800	\$2,181,400	\$1,412,600	\$704,800	\$ -	\$ -	\$ -
2010 Refinancing Bonds	\$190,800	\$218,361	\$47,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 LEC/Court Services	\$4,000,000	\$5,500,000	\$5,000,000	\$2,500,000	\$2,000,000	\$1,500,000	\$1,000,000	\$500,000	\$ -	\$ -
Detention Center	\$434,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ambulances/EMS Equipment	\$42,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Sciences Center	\$18,796,900	\$18,187,200	\$19,550,700	\$14,884,100	\$14,283,900	\$13,646,900	\$12,873,050	\$11,882,350	\$11,014,800	\$10,123,700
TOTAL COUNTY GOVERNMENT	\$47,435,632	\$62,450,661	\$57,254,913	\$52,084,950	\$46,964,300	\$42,777,500	\$38,587,650	\$34,387,850	\$30,889,800	\$25,373,700
TOTAL DEBT PRINCIPAL	\$131,411,805	\$182,542,282	\$176,450,555	\$183,922,573	\$148,286,000	\$134,848,429	\$121,047,858	\$107,481,288	\$96,205,000	\$85,395,000
FY DEBT PRINCIPAL CHANGE	\$0	\$59,130,487	\$(16,091,939)	\$(14,527,782)	\$(13,636,571)	\$(13,637,571)	\$(13,600,571)	\$(13,566,572)	\$(11,276,286)	\$(10,816,000)

General Fund Debt Principal



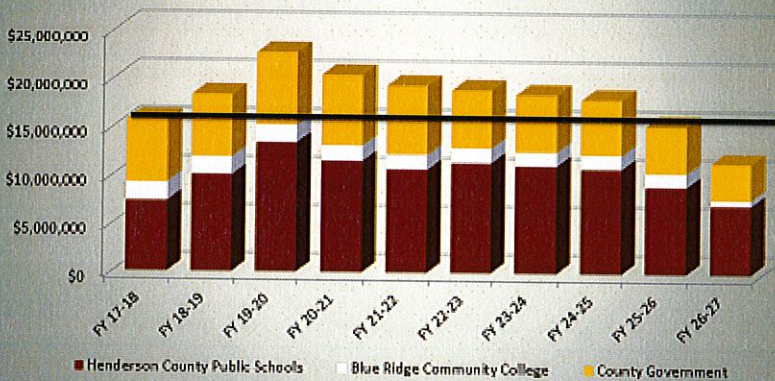
Debt Service Schedule

HC PUBLIC SCHOOLS	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Hendersonville High School	\$ -	\$248,089	\$4,483,824	\$4,422,287	\$4,318,723	\$4,234,087	\$4,148,289	\$4,061,209	\$3,975,904	\$3,883,721
Edneyville Elem. School	\$ -	\$1,006,260	\$2,030,000	\$1,898,760	\$1,844,900	\$1,833,200	\$1,829,125	\$1,822,125	\$1,824,875	\$1,764,875
2016 Innovative HS	\$615,750	\$615,750	\$615,750	\$615,750	\$615,750	\$1,676,425	\$1,649,213	\$1,612,750	\$1,464,000	\$1,411,250
2013 Refinancing Bonds	\$1,090,303	\$1,043,481	\$1,008,211	\$972,739	\$937,450	\$902,261	\$868,129	\$834,740	\$793,092	\$ -
2012 Refinancing Bonds	\$923,478	\$888,294	\$852,045	\$817,824	\$783,763	\$750,269	\$718,184	\$687,278	\$ -	\$ -
2010 Refinancing Bonds	\$1,026,025	\$981,062	\$942,348	\$910,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 Apple Valley/North	\$715,424	\$729,213	\$680,674	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 QZAs - Repairs	\$215,267	\$205,483	\$190,619	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2009 QSCBs - Repairs	\$455,297	\$443,032	\$435,026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2008 Hillandale/Mills River	\$1,215,520	\$1,165,637	\$1,121,714	\$1,074,811	\$1,027,909	\$1,983,206	\$1,934,123	\$1,887,200	\$928,092	\$ -
TOTAL HC PUBLIC SCHOOLS	\$7,277,603	\$10,838,749	\$13,399,631	\$13,501,155	\$10,648,125	\$11,372,388	\$11,696,343	\$10,836,802	\$8,983,322	\$7,085,340
BRCC	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
2013 Refinancing Bonds	\$1,120,393	\$1,076,823	\$1,033,254	\$990,029	\$962,706	\$926,824	\$893,528	\$862,188	\$834,484	\$ -
2010 Repairs	\$314,249	\$254,587	\$198,346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Sciences Center	\$654,525	\$655,754	\$654,718	\$655,039	\$654,759	\$655,213	\$654,718	\$655,354	\$655,122	\$655,163
TOTAL BRCC	\$1,988,672	\$1,987,210	\$1,886,238	\$1,654,138	\$1,617,545	\$1,581,747	\$1,544,287	\$1,507,560	\$1,489,586	\$655,363
TOTAL EDUCATION	\$9,266,275	\$12,825,959	\$15,285,869	\$15,155,293	\$12,265,670	\$12,954,135	\$13,240,630	\$12,344,362	\$10,472,908	\$7,740,703

Debt Service Schedule

COUNTY GOVERNMENT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Law Enforcement Training Center	\$748,599	\$ -	\$1,729,900	\$1,699,200	\$1,667,100	\$1,634,600	\$1,601,700	\$1,568,400	\$1,534,700	\$1,500,400
Emergency Services HQ	\$1,151,900	\$1,214,513	\$1,289,313	\$2,064,213	\$3,038,913	\$3,015,713	\$288,513	\$283,313	\$281,813	\$281,313
GF Linamar Land Purchase	\$1,027,873	\$1,068,524	\$991,269	\$976,512	\$947,071	\$ -	\$ -	\$ -	\$ -	\$ -
2013 Refinancing Bonds	\$737,103	\$708,440	\$681,089	\$657,256	\$633,412	\$609,562	\$585,215	\$560,635	\$535,833	\$ -
2012 Refinancing Bonds	\$988,516	\$953,327	\$911,799	\$874,834	\$835,681	\$796,992	\$756,365	\$718,551	\$ -	\$ -
2010 Refinancing Bonds	\$81,232	\$77,661	\$73,828	\$69,492	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 LEC/Court Services	\$738,000	\$692,000	\$648,000	\$604,000	\$520,000	\$526,000	\$572,000	\$548,000	\$524,000	\$ -
Detention Center	\$464,662	\$444,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ambulances/EMS Equipment	\$323,054	\$42,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Sciences Center	\$1,327,869	\$1,327,600	\$1,328,276	\$1,330,030	\$1,329,360	\$1,330,281	\$1,329,360	\$1,330,650	\$1,330,037	\$1,330,180
TOTAL COUNTY GOVERNMENT	\$7,367,802	\$6,369,295	\$7,474,474	\$7,288,437	\$7,071,537	\$5,981,248	\$5,853,253	\$5,689,349	\$4,856,441	\$3,725,893
TOTAL DEBT SERVICE	\$16,811,725	\$18,325,248	\$22,722,303	\$20,443,710	\$19,317,197	\$18,815,283	\$18,471,583	\$18,013,711	\$15,387,349	\$11,466,802
FY DEBT SERVICE CHANGE	\$0	\$1,691,513	\$4,397,055	(\$2,278,593)	(\$1,105,513)	(\$401,914)	(\$463,786)	(\$457,872)	(\$2,706,362)	(\$3,840,947)

Debt Service Schedule



The black line indicates how long it will be before debt services return to this year's level.

FY 25/26

CAPITAL PROJECTS UPDATE

Capital Projects Update

- Emergency Management Headquarters
 - Scheduled completion August 2018
- Edneyville Elementary
 - Scheduled completion August 2019
- Hendersonville High School
 - Scheduled completion November 2020

EMERGENCY MANAGEMENT HEADQUARTERS

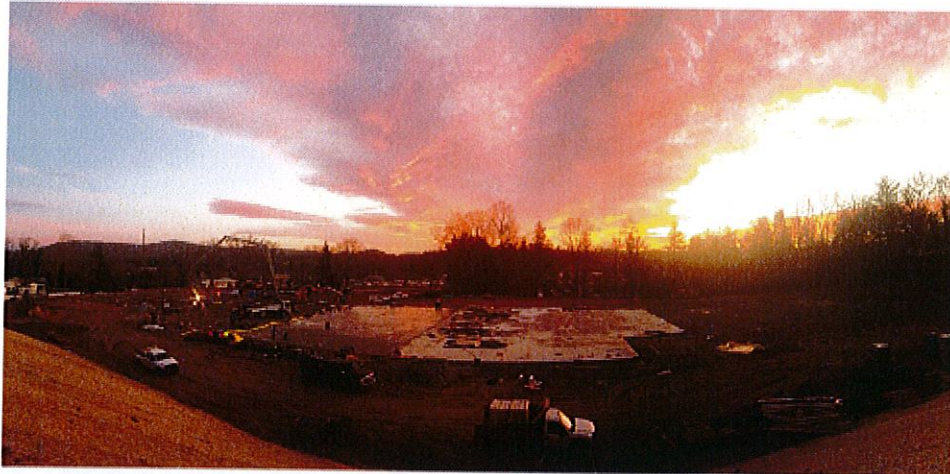
David Berry reported the Emergency Management Headquarters picture is an original rendering. Staff continues to work with contractors and engineers. The project is on schedule. Work is behind on slab pouring but this will not affect the over-all schedule. Unsuitable soil and rock were found, but it was worked through without significant cost.



EMSHQ Timelapse

<https://www.workzonecam.com/projects/henderson1/henderson/workzonecam>





On the highway side of the building there is a storage building that had to be raised approximately 10 feet.

Plans are for completion by summer or fall of 2018.

Commissioner Lapsley feels that emergency lights at the road are imperative.

EDNEYVILLE ELEMENTARY SCHOOL



EXTERIOR RENDERING OF ENTRANCE

Architects and Contractors continue to work toward the Edneyville Elementary School.

The Board will receive the GMP by March 15, 2018.

July 15, 2019 is the projected completion date.

Commissioner Lapsley suggests regular communication with the School Board and a written note quarterly.



The spike in debt service is due to the expedited Edneyville School project.

HENDERSONVILLE HIGH SCHOOL



Staff continues to work with Vannoy Construction and the Architect on Hendersonville High School. Work is scheduled to begin 10.02.18, with completion projected for October 2020. Demolition of the Boyd property and Fassifern property is projected around 02.01.18, and expected to be under cost. Of the \$1 million in budget for the Stillwell building, \$454,000 has been spent repairing the roof and chillers. We will receive bids on the enclosure or the stair towers and brick pointing up this week.

County Manager Steve Wyatt stated that having David Berry on site has made a huge difference on these projects.

Commissioner Edney feels the School Board needs to begin giving Henderson County more information on the use of the Stillwell building.

Blue Ridge Community College Update

Dr. Laura Leatherwood, President of Blue Ridge Community College, provided an update and answered questions concerning upcoming projects/issues at the college.



Developing a Well-Prepared Workforce

Fall Semester Completers

- Nurse Aide:** 67
- Medical Assistant:** 69
- EKG Technician:** 9
- Billing and Coding:** 7
- Medication Aide:** 4
- Phlebotomist:** 8
- Law Enforcement Officer:** 11
- Detention Officer:** 11
- Schenck Job Corps:** 71

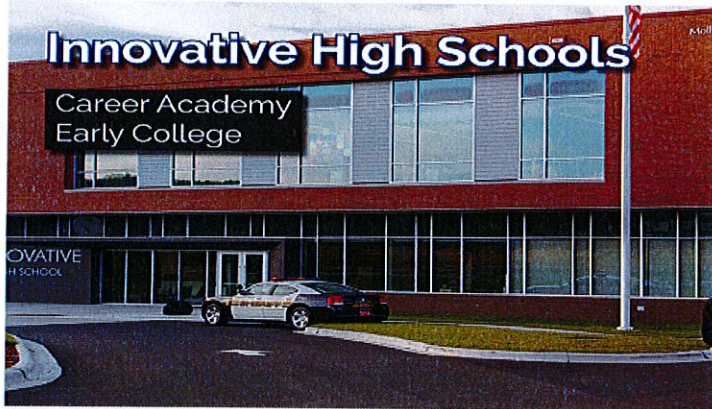
- High School Equivalency:** 84
- Adult High School:** 8

YOUR SUCCESS IS OUR MISSION

Enrollment Update
Spring Semester 2018

Early indicators suggest an
upward trend in FTE

+3% from Spring 2017 to 2018



The Innovative High School houses 200 Early College students, and 200 Career Academy students.

The students are receiving early exposure to jobs in Henderson County.



Health Sciences Center

Health Sciences Center

Current Programs

- Associate Nursing Degree
- Surgical Technology degree and diploma
- Nurse Aide I and II certification
- Phlebotomy certification
- EKG Technician certification
- Medical Assistant certification
- Regionally Increasing Baccalaureate Nurses (RIBN)
- Emergency Medical Services
- Emergency Management

Health Sciences Center

Future BRCC Programs under consideration

Physical Therapist Assistant
Occupational Therapy Assistant
Pharmacy Technology

Future Wingate University Programs under consideration

Bachelor of Science in Nursing



Looking Ahead



Capital Improvement Budget

Aging buildings and facilities

30 to 45 years old

Patton (1973)
General Studies (1973)
Arts and Sciences (1975)
Continuing Education (1977)
Industrial Skills Center (1982)

20 to 29 years old

Killian (1989)
Spearman (1993)
Sink (1997)

10 to 19 years old

Technology Education and
Development Center (2008)

Less than 10

Health Sciences Center (2016)
Parkhill (2017)

YOUR SUCCESS IS OUR MISSION

Capital Improvement Budget

Five-year snapshot

	2018-19	\$1,403,200
	2019-20	4,071,800
	2020-21	3,259,000
	2021-22	3,592,100
	2022-23	5,164,000

The majority of cost for 2018-19 include Sink and Patton Buildings renovations.

2019-20 includes \$1m for the POPAC (BLET) program

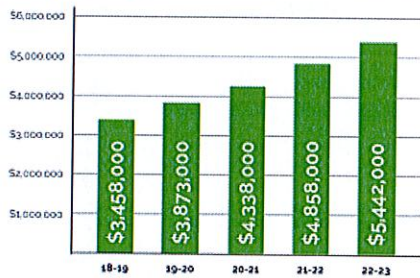


YOUR SUCCESS IS OUR MISSION

Operating Budget

Five-year estimate

Annual increase of 12%

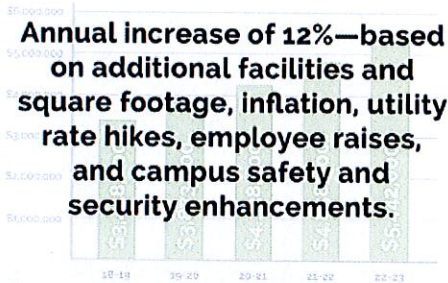


YOUR SUCCESS IS OUR MISSION

Operating Budget

Five-year estimate

Annual increase of 12%



Henderson County Sheriff's Office

Henderson County Sheriff's Office Five Year Major Projects Proposal

The Henderson County Sheriff's Office has identified two major capital issues that need to be addressed, but due to the costs involved are proposing study and acquisition over a five year period.


Public Safety Software Suite Replacement and Detention Facility Needs Assessment



OFFICE OF THE SHERIFF Henderson County, NC
 Sheriff Charles S. McDonald
 "A Brotherhood in Pursuit of Excellence"

Public Safety Software Suite – Director Lisha Stanley

- The public safety software suite that is currently being utilized by the Henderson County Sheriff's Office has become antiquated and is nearing end of life status.
- The software is incapable of providing needed support anymore for the Sheriff's Office, Jail, or the 911 Center.
- Customer support for this outdated technology is almost non-existent.
- An opportunity to research and report on alternatives, with funding offset anticipated is recommended.



OFFICE OF THE SHERIFF Henderson County, NC
 Sheriff Charles J. McDonald
 "A Brotherhood in Pursuit of Excellence"



The software being used at this time was made in 1995 and is no longer made. It does not offer features that are considered standard now.

An in-house committee is looking at other systems with the help of the IT Department.

Henderson County Detention Facility Needs Assessment – Captain Neal Urch

The Henderson County Jail began operations in its current facility in September of 2001 (17 years old with an operational age of 71.4 years, due to 24/7 operation). The 60,258 sq ft building was designed with an intake/release area and five housing units, one for females and four for males and has a rated capacity of 222 beds.

This is considered an adult facility by state standards but we are currently housing some 16 and 17 year old juveniles who have been charged as an adult who should be kept separate from the adult population.






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There is no longer a facility for mental health and the jail is being used for now. A study is needed for improvement at the Detention Center and a report would be brought back to the board in one year. The jail has become a detox facility. The booking area and holding cells are no longer adequate. Female housing needs to be expanded due to inmates with medical issues that require being housed alone.

Henderson County Detention Facility Needs Assessment – Captain Neal Urch

It is requested that funding be granted during FY19 for the Sheriff to commission the aid of a qualified individual(s) who have experience in the operational knowledge of a detention center who can accurately forecast the needs of the facility. This assessment should consider the standards for operation, the operational philosophy, the number and types of beds, an existing facility evaluation, a criminal justice system profile and a final report. It is also recommended that funding be approved for an architectural and operational plan to be developed out of this study so we may be able to present a four year plan with estimated cost to the Board of Commissioners for consideration in FY20.

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Sheriff McDonald recommends Steve Allen for the study. The consultation cost is \$28,750 and would come from the current budget. The Sheriff's Department is allowed to save the DOJ line item for up to 3 years for software, and they will also be looking for grants.

They will be partnering with Karen Alberts of the State DOJ.

Commissioner Lapsley feels this is a statewide issue. The General Assembly needs to be more involved and legislature needs look at the situation. He suggests the Board adopt a Resolution asking the State to help with mental health issues and funding.

It was the consensus of the Board that the Sheriff's Department move ahead with the consultation.

CLOSED SESSION

The Board is requested to go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3), to consult with an attorney employed or retained by the Board to preserve attorney-client privilege.

Chairman Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3), for the reasons set out in the Request for Board Action in the Board's agenda packet. All voted in favor and the motion carried.

Commissioner Thompson made the motion to go out of closed session and return to open session. All voted in favor and the motion carried.

Henderson County Public Schools Update

Bo Caldwell, Henderson County Public Schools Superintendent, provided an update and answered questions concerning upcoming projects/issues with the school system. Mr. Caldwell reported that Henderson County schools rank 11th in the state in graduation rates.

GRATITUDE AND APPRECIATION

- Innovative high schools building
The Innovative High School is a great success.
- Ongoing Funding for Project Empower
Technology funding continues and is high for the students.
- Edneyville construction, HHS construction
Thank you to the Board and staff for making these projects happen.
- Stillwell preservation
The Stillwell building preservation is going well and under budget.
- Military service recognition
This was new in the budget last year and the pay differential was well appreciated.
- Artificial turf and track surface installation
The joint effort for tracks and turf is a huge success. The project was done right. The only thing remaining is marking of the tracks.

2018 – 2019 BUDGET FORECAST

- Expected state benefit increases (retirement costs, employee hospitalization, salaries)
- Charter school enrollment increase
- Uncertainty with K-3 class size mandate, especially regarding funding for enhancement teachers
This remains up in the air at this time and funding for enhancement teachers may or may not happen.
- Continuation and expansion of strategic district initiatives
A Strategic Plan is necessary. High projects are in sight beginning with East Henderson High School, and including other high schools.
- Increased scope of capital budget

Chairman Edney reminded Superintendent Caldwell that the Board of Education needs to let the Board of Commissioners know what the plan is for the Stillwell building.

Mr. Caldwell responded that the School Board is meeting tomorrow to begin discussion on the Stillwell building. They are looking at what's best for the future to enhance education.

Commissioner Messer questioned if Bruce Drysdale School is next on the list of big projects.

Mr. Caldwell responded that a facility study must be completed by a consultant before they will know for sure. Bruce Drysdale, Atkinson Elementary, Hendersonville Elementary, East Henderson High and others are needing attention. The Media Center are outdated.

UPDATES AND EMERGING ISSUES

Behavioral Health Strategic Planning

Judy Long, on behalf of the Henderson County Partnership for Health, and the Behavioral Health Subcommittee, provided an update on Henderson County's Behavioral Health Strategic Planning Process.

The Henderson County Partnership for Health is a community coalition, bringing together a leadership team representing health organizations, human service agencies, and county leaders to create a healthy Henderson County. Over the year PFH has led many community health efforts. Currently, PFH works in four areas:

1. Partnering with the Department of Public Health and two hospitals on the Community Health Assessment and Improvement Plans.
2. Supporting the new Healthy People Healthy Carolina initiative to address obesity and chronic disease.
3. Leading the HopeRx initiative to address and prevent prescription drug abuse.
4. Creating and implementing a self-determined, community-wide plan to address mental health and substance abuse services as well as gaps and challenges.

It is the Behavioral Health Strategic Plan being addressed today. Beginning in February 2017, this community embarked on a community-wide behavioral health strategic planning process to identify challenges and to discern goals and strategies to address those challenges. This process brought together over 30 high level leaders representing the school system, the sheriff's office and jail, the district attorney, EMS, the department of health and social services, both hospitals, Blue ridge Health, the comprehensive mental health provider, the LME, and local agencies such as Thrive, Safelight, Council on Aging, and The Free Clinics, as well as the United Way, the Community Foundation, and others. This team met six times over the year and identified four strategic goals:

1. Provide needed services at the right place, at the right time.
2. Connect people and providers to resources and education.
3. Collaborate and advocate across organizational boundaries.
4. Enhance the community-based system to fully support relationship-based personalized care.

These are the multi-year community goals and directions.

The community leaders then created a dashboard to track the impact of their work. Currently, they are tracking results for:

1. Hospitals: number of people presenting to both emergency departments with mental health and /or substance abuse needs.
2. Judicial system: recidivism in the jail especially for those receiving behavioral health services and /or medications.
3. DSS: number and percentage of children in foster care due to mental health and/or substance abuse issues.
4. School system: level of knowledge/awareness of school staff o appropriate behavioral health resources to assist at-risk children and their families because students impacted by behavioral health issues require recognition that such issues begin early in live, students and families must be closely linked with appropriate services.

The community leaders crafted a memorandum of understanding to demonstrate the commitment to a community-wide system of care and to guide their collective work.

Finally, the community leaders identified four actions for the first 12-18 months:

1. Enable and support comprehensive, appropriate behavioral health services for inmate within the detention center and upon release.
2. Create a comprehensive "living road map" that connects community members to behavioral health services.

3. Explore the addition of after-hours, especially evening services and care.
4. Expand the availability of MAT (medication assisted therapy) services.

Throughout the spring, PFH will be working to identify funding opportunities for these four priority activities. They anticipate returning to the County to seek support for those activities for which there is no other funding available. Additionally, because PFH is the community's coalition whose leadership have other responsibilities, PFH has identified the need for a new position dedicated to guiding the community behavioral health initiative.

Finally, in PFH's coordinating role with HopeRx there are several exciting events coming up:

1. Wednesday, March 28th, 12-4 pm, Henderson County will host an opioid forum. Under County Manager Steve Wyatt's leadership, a local forum will be crafted based upon the template provided by the state association of county commissioners.
2. Thursday, March 29th, 12-2 pm, at the Agricultural Center, a combined Henderson and Buncombe County leadership discussion about the opioid epidemic across county lines is being discussed.
3. Thursday, March 29th at 6:00 pm at Blue Ridge Community college, Sam Quinones, author of Dreamland, will speak about the opioid epidemic.

Official invitation for all events will be going out soon.

Commissioner Lapsley stated the Health Department and Board of Health have taken an active part in support of this project. The goal is to reduce the number of people with with mental health issues. We hope to be able to come back in a number of years down the road and see that the numbers have gone down. We must work hard and stay of top of this to lower the numbers.

Chairman Edney commended the Henderson County Partnership for Health. It noted Opioids are obviously a killer, but there are other issues that need to be addressed. The Public Defender need to be included in all information.

Ms. Long responded that the Public Defenders were invited but not interested.

Commissioner Lapsley feels the judges also need to be contacted.

Reappraisal Update

Tax Administrator Darlene Burgess presented the following information:

- The purpose of the Reappraisal is to provide a fair and equitable appraisal of each property throughout the County.
- The County's current sales assessment ratio is 82%.
- New Reappraisal Standards established by the Department of Revenue are applicable to all reappraisals conducted in 2020 and thereafter.
- As of December 1, 2017, 25,690 field reviews have been conducted out of the 67,000 total parcels in the County – 38.34% of parcels.

As of the latest NCACC Budget and Tax Survey, Henderson County has the 3rd lowest Sales Ratio in the State, behind Mecklenburg and Madison who conducted their reappraisals in 2011 and 2012 respectively. The sales ratio is used to calculate the "Effective Tax Rate", in which Henderson County at .4901 is 14th lowest in the state, and 2nd lowest among the urban counties. (Lowest is Brunswick at .4637)

Commissioner Lapsley noted when someone sells their home, and looks at their tax assessment, it is 18% lower than the actual value. The sales assessment rates should be at 100% and we are only at 82%. Reappraisals will make significant changes to values of property.

The lists of problems is less than a year ago with the software. We need to express to the software vendor that we are still getting negative feedback and we are not happy.

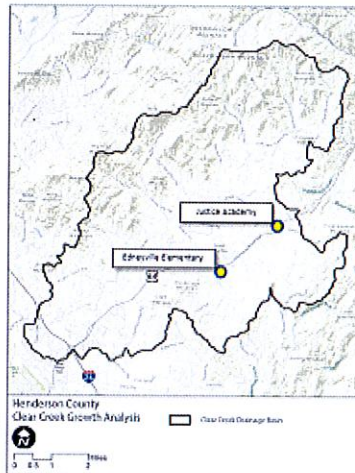
Chairman Edney stated we must be fair to the citizens. The Tax Office needs to inform us of any needs. The Association of County Commissioners (NACC) needs to use all of their resources to get this corrected.

County Manager Steve Wyatt stated with every reappraisal, no matter the tax rate, you will see increases. The software is one component, and with the issues we are depending more on our employees. There are other software vendors out there, and if the issues do not clear up, we will week another vendor using RFPs.

Chairman Edney and County Manager Wyatt will write a letter to NACC to express their dissatisfaction with this software product.

Benchmark Presentation – Henderson County – Clear Creek Growth Analysis
Vaughn Henson provided the following information.

Clear Creek Drainage Basin Study Area



BENCHMARK

SEWER SERVICE OPTIONS

**Gravity Sewer Option:
Serving Edneyville Elementary**

Primary Service Area: 4,050 acres

Additional collection lines required to be installed to serve property that is not immediately adjacent to the main interceptor.

Justice Academy could be served via a force main to the interceptor.



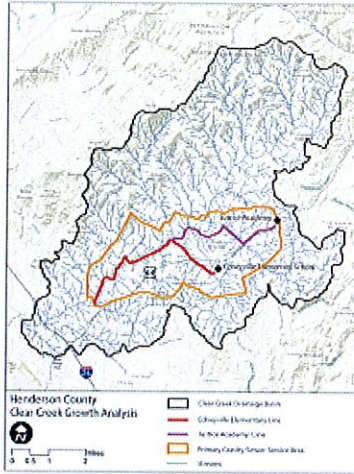
BENCHMARK

Gravity Sewer Option: Serving Edneyville Elementary + Justice Academy

Primary Service Area: 6,150 acres

Additional collection lines required to serve property that is not immediately adjacent to the main interceptor.

BENCHMARK



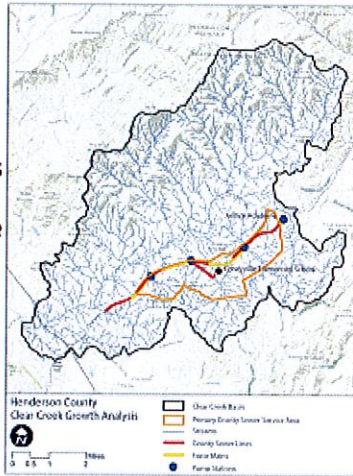
Barnwell Sewer Option: Serving Edneyville Elementary + Justice Academy

Primary Gravity Service Area: 2,330 acres

Properties north of US 64 adjacent to the gravity lines may need onsite pumps to access the line depending on elevation

Additional collection lines needed to serve properties south of 64 that are not adjacent to a gravity line.

BENCHMARK



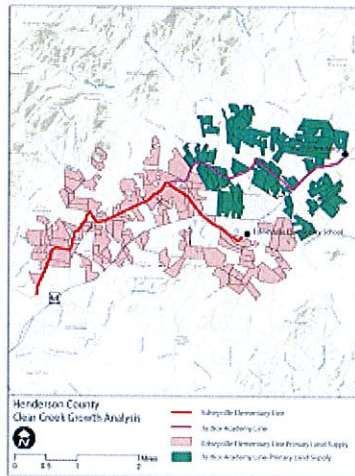
PRIMARY LAND SUPPLY

Gravity Sewer Option Primary Land Supply

Primary Land Supply: 3,070 acres

- Edneyville Elementary Line: 2,010 acres
- Justice Academy Line: 1,260 acres

BENCHMARK

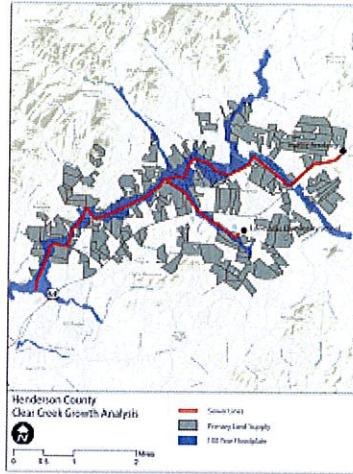


Gravity Sewer Option

Primary Land Supply Floodplain Impacts

Floodplain Impacts: 565 acres

- Edneyville Elementary Line: 365 acres
- Justice Academy Line: 200 acres



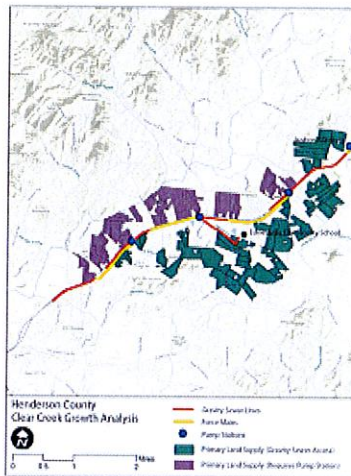
BENCHMARK

Barnwell Sewer Option

Primary Land Supply

Primary Land Supply: 1,720 acres

- Gravity Service: 1,100 acres
- Pump Station Service: 620 acres

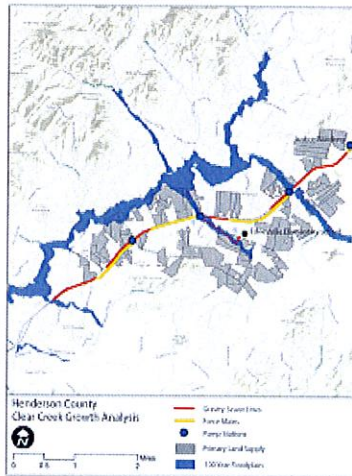


BENCHMARK

Barnwell Sewer Option

Primary Land Supply Floodplain Impacts

Floodplain Impacts: 140 acres



BENCHMARK

REGULATORY DEVELOPMENT CAPACITY

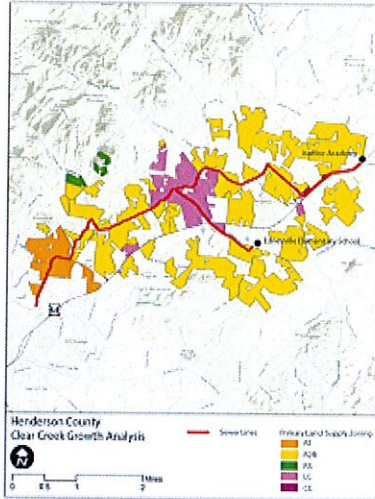
Gravity Sewer Option Primary Land Supply Current Zoning

Edneyville Elementary Line:

- R1: 287 acres
- R2R: 1,255 acres
- R3: 50 acres
- LC 417 acres

Justice Academy Line:

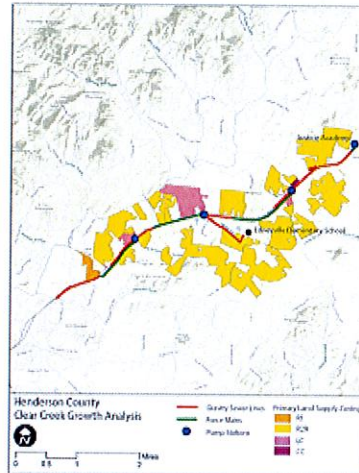
- R2R: 1,206 acres
- LC: 43 acres
- CC: 11 acres



BENCHMARK

Barnwell Option Primary Land Supply Current Zoning

- R1: 37 acres
- R2R: 1,494 acres
- LC: 179 acres
- CC: 12 acres



BENCHMARK

Residential Density Standards

- R1: 8 single family dwelling units per acre¹
- R2R: 2 single family dwelling units per acre
- R3: 0.66 single family dwelling units per acre
- LC: 4 single family dwelling units per acre¹
- CC: single family dwellings not permitted¹

¹The R1, LC and CC districts each allow up to 16 multi-family dwelling units per acre to be developed where public utilities are available.

BENCHMARK

Maximum Single Family Development Capacity Based on Current Zoning

- Gravity Sewer Option: 9,091 Single Family Dwellings
 - Edneyville Elementary Line: 6,507 Single Family Dwellings
 - Justice Academy Line: 2,584 Single Family Dwellings
- Barnwell Option: 4,000 Single Family Dwellings

Maximum Residential Development Capacity Based on Current Zoning

- Gravity Sewer Option: 16,907 Dwelling Units
 - Edneyville Elementary Line: 13,807 Dwelling Units
 - Single Family Dwellings: 2,543
 - Multi Family Dwellings: 11,264
 - Justice Academy Line: 3,100 Dwelling Units
 - Single Family Dwellings: 2,412
 - Multi Family Dwellings: 688
- Barnwell Option: 6,044 Dwelling Units
 - Single Family Dwellings: 2,988
 - Multi Family Dwellings: 3,056

GROWTH SCENARIOS

Population and Housing Trends

- OSBM Population Projections for Henderson County
 - 2020 to 2030: +13,500
 - 2030 to 2040: +7,100
 - Total Population Growth Estimate: +20,600
- Current Average Household Size: 2.3
- Dwelling Units Required to Meet Growth Demand:
 - 2020 to 2030: 5,871
 - 2030 to 2040: 3,087
 - Total New Dwelling Units Required: 8,958

Market Capture

- Two scenarios are presented for the period of 2020-40:
 - Scenario 1 maintains current market capture rates for the study area at 15% of the county's annual housing growth
 - Scenario 2 accelerates the study area's market capture to 25% of annual housing growth in the county
 - Acreage demand is based on a blended average density of 5 dwelling units per acre

Market Capture

- Scenario 1: 15% Market Capture 2020 - 2040
 - Total Housing Demand: 1,340 dwelling units
 - 2020–2030 Annual Demand: 88 dwellings units per year
 - 2030–2040 Annual Demand: 46 dwellings units per year
 - Total Land Required: 270 acres¹
 - 2020–2030 Annual Demand: 18 acres per year
 - 2030–2040 Annual Demand: 9 acres per year

¹The acreage requirements are rounded to whole numbers

Market Capture

- Scenario 2: 25% Market Capture 2020 - 2040
 - Total Housing Demand: 2,240 dwelling units
 - 2020–2030 Annual Demand: 147 dwellings units per year
 - 2030–2040 Annual Demand: 77 dwellings units per year
 - Total Land Required: 440 acres¹
 - 2020–2030 Annual Demand: 29 acres per year
 - 2030–2040 Annual Demand: 15 acres per year

¹The acreage requirements are rounded to whole numbers

Growth Capacity

- As growth continues in the county, land resources will be depleted in current high-growth areas.
- This will likely lead to an upward shift in the Clear Creek Basin’s market capture rate – regardless of the presence of sewer.
- The growth scenarios assume development at 5 dwelling units per acre on average, which is sewer dependent.

Growth Capacity

- Without sewer, additional land resources will be required to meet housing demand.
- There are no regulatory constraints that would slow or stop the land resources in the basin from being developed to meet demand.
- Without sewer, overall development density would likely decrease to around 1 dwelling unit per acre

Growth Capacity

- Scenario 1 (15% Market Capture) Land Requirements:
 - With Sewer (5 du/acre): 270 acres
 - Without Sewer (1 du/acre): 1,340 acres
- Scenario 2 (25% Market Capture) Land Requirements:
 - With Sewer (5 du/acre): 440 acres
 - Without Sewer (1 du/acre): 2,240 acres

Growth Capacity

- At higher densities, each of the sewer service options have sufficient land supply to meet growth demands at higher densities.
- Current regulations may increase land requirements to meet demand, depending on the share of the market that is made up by new multi-family housing.

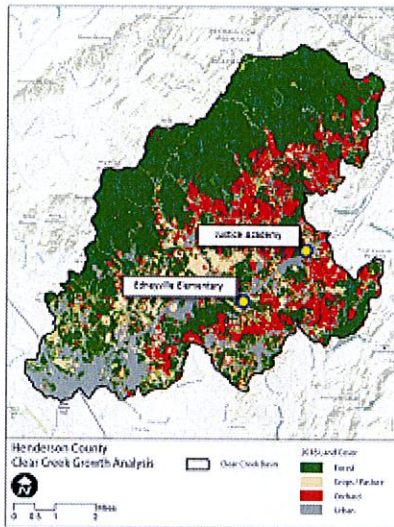
GROWTH CONSIDERATIONS

Clear Creek Drainage Basin Current Land Cover / Development Pattern

2016 Land Cover Data from USDA

Generalized Classification:

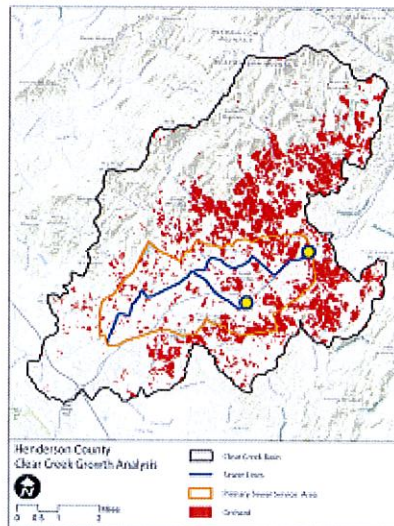
- Forest (green)
- Crops / Pasture (yellow)
- Orchards (red)
- Urban (gray)



BENCHMARK

Clear Creek Drainage Basin Potential Impacts to Orchards

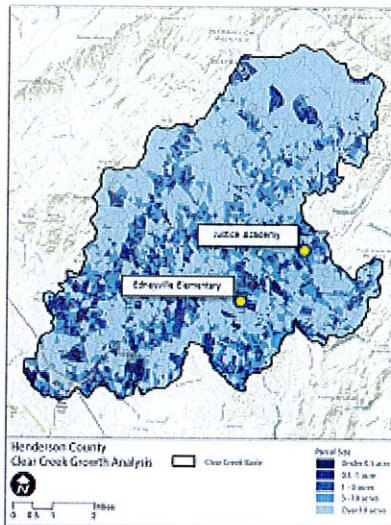
- Concerns expressed over impacts to existing orchards.
- Data indicates that most orchards in the Clear Creek Basin are outside of the largest primary service area for gravity sewer service (as proposed).



BENCHMARK

Clear Creek Drainage Basin Current Land Subdivision Pattern

- Land subdivision patterns show dispersed development activity in the basin.
- The lack of utilities in the majority of the basin has influenced the scattered development pattern.



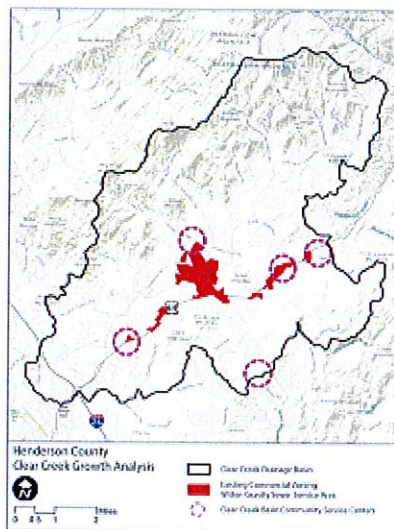
BENCHMARK

Commercial Zoning and Community Service Centers

Current Commercial Zoning in the
Primary Gravity Service Area:

- CC: 49 acres
- LC: 629 acres
- O&I: 35 acres

Community Service Centers defined by the
Future Land Use Map in the 2020
Comprehensive Plan

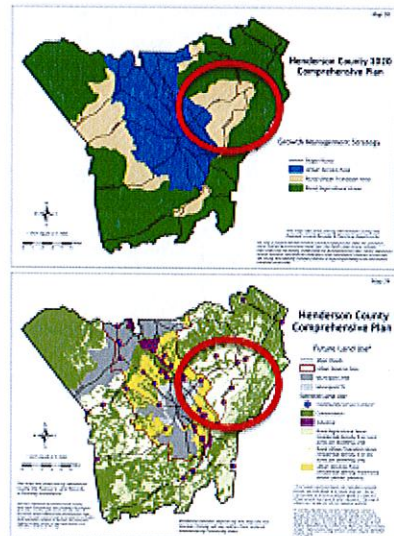


BENCHMARK

Henderson County Comprehensive Plan

- Development regulations are influenced by the Growth Management Strategy Map and Future Land Use Map.
- The majority of the basin is designated as Rural / Urban Transition Area, with some Urban Services Area designated close to I-26.
 - Urban Services Areas – policies favor higher density development.
 - Rural / Urban Transition Areas – policies limits residential to 2 dwelling units / acre

BENCHMARK



Urban Services Area Comp Plan Policies

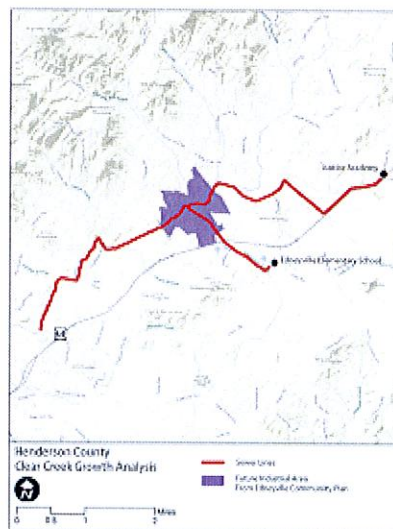
- "Wide ranges of residential densities will exist. Over the long term, **land use regulations and policies should favor higher density development**, consistent with natural constraints and the availability of urban services. At the same time, policies and regulations should protect existing less-intensely developed communities."
- "Growth and development will be proactively managed through extensive planning. Much of the USA falls within municipal planning jurisdictions and will be managed by those jurisdictions. **Land use planning for areas falling within the County's jurisdiction should be comparable and compatible in its approach and intensity with planning conducted within the various municipal jurisdictions.**"
- "Sewer and water infrastructure investments should be focused within the USA first and foremost. Priority should be given to economic development sites, commercial districts, dense residential areas, schools, and existing areas prone to septic failure within the USA. **Investments in sewer and water infrastructure outside of the USA should be made cautiously.**"
- "**Development within the USA should be accessible by roads which are developed to urban standards, with capacities to accommodate increasingly complex volumes of traffic.** Access along roads should be managed appropriately."

Rural Transition Area Comp Plan Policies

- "As infrastructure is expanded and becomes available, the R2 and the R2MH zoning district (if both water and sewer services are present) should have an average density **no more than 2 units per acre.**"
- "At the present time, most of the RTA does not have sewer or water services, with the exception of Etowah. **Future expansions of sewer and water infrastructure** into the RTA should be consistent with the Sewer and Water Master Plan as envisioned in the Sewer and Water Element of this Comprehensive Plan and **should be timed to coincide with deliberate expansions of the USA.**"
- "Most **Industrial and Regional Commercial land uses should be discouraged**, except in limited circumstances."
- "The precise extent of **the USA and RTA should be periodically reviewed** in light of any changes in sewer and water capacity or other factors. As urban densities within the USA and development pressures within the RTA increase and **as sewer and water capacities within the RTA are developed, areas of the RTA should be pulled into the USA and allowable densities substantially increased.**"

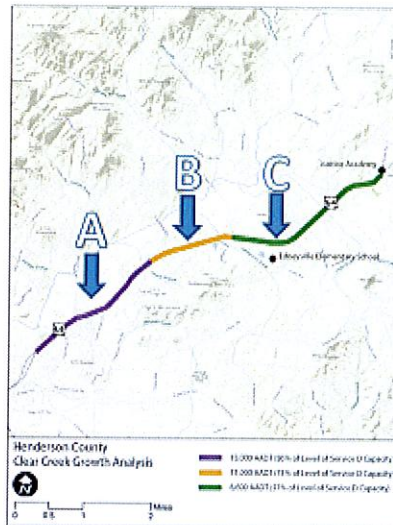
Edneyville Community Plan Industrial Zoning Recommendation

- The Edneyville Community Plan identifies an area for future industrial development.
- This area is now primarily zoned LC.
- While sewer service may make this area more attractive for industrial development, transportation constraints and floodplains could impact the type and amount of potential development



US Highway 64 Current Level of Service (2016)

- US 64 is the primary transportation route serving the basin.
- Current Traffic / Capacity:
 - A - Howard Gap to Prestwood: 13,000 AADT (86% Capacity)
 - B - Prestwood to Gilliam: 11,000 AADT (73% Capacity)
 - C - Gilliam to St. Paul's: 8,600 AADT (57% Capacity)
- French Broad MPO 2040 Transportation Plan does not identify improvements for any roadways in the basin.



BENCHMARK

REVENUE GENERATION

Basis of Estimate

- Parcel data analysis within the study area
- Developed Single Family Lots 1 Acre or Smaller:
 - Mean Single Family Lot Size: 0.575 ac
 - Mean Value/Acre for Developed SF Lots: \$48,700
 - Mean Heated SF for SFDs: 1,681 sf
 - Mean Value / SF for SFDs: \$80.77
 - Mean SFD Building Value: \$137,465

Tax Assessment and Revenue

- Average Assessed Values (building + land):
 - SFD on 0.25 Acre Lot: \$149,640
 - SFD on 0.5 Acre Lot: \$161,815
 - SFD on 1 Acre Lot: \$186,164
- Ad Valorem Tax Generation at Current Rate
 - SFD on 0.25 Acre Lot: \$845 / year
 - SFD on 0.5 Acre Lot: \$914 / year
 - SFD on 1 Acre Lot: \$1,052 / year

Tax Revenue Yield per Acre

- Annual Ad Valorem Tax Yield per Acre
 - 4 DU/Acre : \$3,382
 - 2 DU/Acre : \$1,829
 - 1 DU/Acre : \$1,052

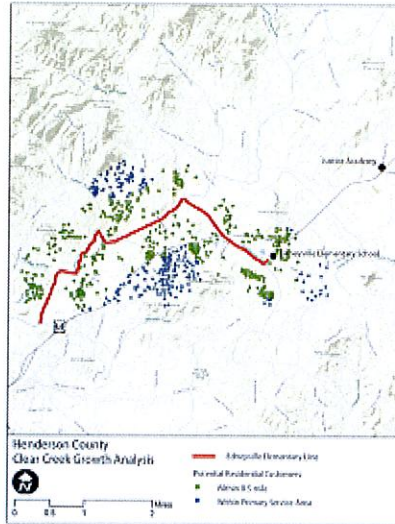
Potential Customer Base

Potential Residential Customers:

Edneyville Elementary Gravity Option
Potential Residential Customers: 650

- Within 0.5 mile: 450
- Additional: 200

Additional collection lines would be required to serve customers not immediately adjacent to the main line.



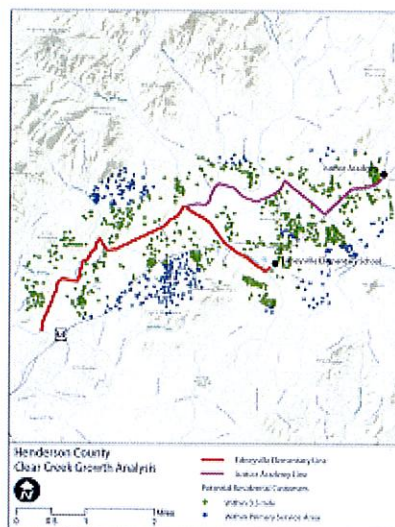
BENCHMARK

Potential Residential Customers:

Edneyville Elementary + Justice Academy Gravity Option
Potential Residential Customers: 1,050

- Within 0.5 mile: 750
- Additional: 300

Additional collection lines would be required to serve customers not immediately adjacent to the main line



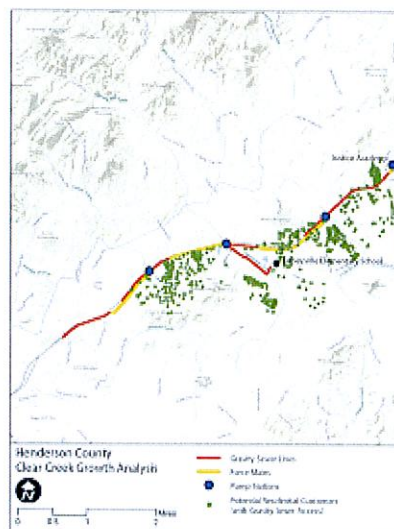
BENCHMARK

Potential Residential Customers:

Barnwell Option
Potential Residential Customers: 510

Additional collection lines would be required to serve customers not immediately adjacent to the main line.

This does not include properties that may access the gravity lines via an onsite pump.



BENCHMARK

Conclusions

- The gravity sewer option, particularly with the addition of the Justice Academy extension, provides sewer service to a significant portion of the Clear Creek basin.
- There are generally sufficient land resources in the primary service areas available under either main scenario to accommodate expected growth over the next 20 years.
- The density made possible by sewer should help to conserve rural land resources by concentrating development.
- The Barnwell option may concentrate development more than the gravity option, thus preserving rural land resources, but there may be insufficient land within the primary service area to accommodate an acceleration in development activity over the next 20 years.
- The use of only pressure sewer to serve the school and the Justice Academy will likely not prevent development in the study area. Without the sewer in place to concentrate development, sprawl and leapfrog development patterns are more likely to emerge.
- While orchards make up a significant part of the rural landscape in the study area, they are more prevalent outside of the primary service areas than within them in either of the main options.
- Industrial development in the study area, while potentially feasible, may be constrained by environmental and transportation concerns in the area where it has been planned.
- US 64 is nearing capacity in the western portion of the study area.
- Long range transportation plans do not include any projects to improve the primary highway arteries serving the Clear Creek basin.
- The growth management strategy map should be adjusted to expand the Urban Service Area if sewer is installed in the basin. This should be followed by proactive rezoning of property to align with the growth strategy map in an effort to concentrate development away from the rural portions of the basin.

Chairman Edney would like to meet with the City for further discussion along with Steve Wyatt and William Lapsley. He requested it to be a discussion item on the February 21, 2018 agenda.

BUDGET DIRECTION TO STAFF

Chairman Edney

- Recreation Office at Jackson Park – how can the facility be better utilized?
- Retiree Health Insurance – review options for employees with 30 years service in the system, who have not been with Henderson County for the full 30 years.
- Review and possible update of 2020 Comprehensive Plan
- Review “Solid Waste Vision Plan”
- Review and possible update of Strategic Plan
- Review Dental Plan provisions
- Review Prescription Plan provisions – specifically the pre-approval process
- Review Worker’s Compensation policies and procedures

Vice-Chairman Hawkins

- Nothing further at this time.

Commissioner Messer

- Green River Picnic Shelters
- Greenways Fund
 - o \$50,000 set aside in Capital Reserve Fund
 - o 1¢ set aside on the tax rate
- Fletcher Library Contribution

Commissioner Thompson

- School Health Nurses – add additional nurses to achieve the 1:750 ratio
- Sheriff – proceed with studies re: detention and software
- Fletcher Library – not interested in a contribution to the cause

Commissioner Lapsley

- Supportive of additional School Health Nurses to achieve the 1:750 ratio

Budget Amendment – Dues and Non-Profits – pulled for discussion

The Board is requested to approve a Budget Amendment transferring \$5,000 from Fund Balance into Dues and Non-Profits for the Boy Scouts of America. The funding, for the Friends of Scouting, helps fund scholarships and financial assistance, books, uniforms, trainings and programs.

Commissioner Messer made the motion that the Board approves a Budget Amendment, transferring \$5,000 from Fund Balance into Dues and Non-Profits for the Boy Scouts of America. The motion passed 3-2 with Commissioners Hawkins and Lapsley voting nay.

ADJOURN

Commissioner Hawkins made the motion to adjourn at 4:10 p.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

J. Michael Edney, Chairman

Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

PHONE: (828) 697-5595 | FAX: (828) 698-6153

Henderson County Board of Commissioners

1 Historic Courthouse Square, Suite 1

Hendersonville, NC 28792

Wednesday, January 03, 2018

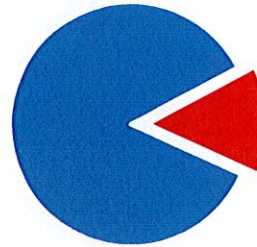
Re: Tax Collector's Report to Commissioners - Meeting Date January 17, 2018

Please find outlined below collections information through January 2, 2018 for the 2017 real and personal property bills mailed on August 4, 2017. Vehicles taxes are billed monthly by NC DMV.

Henderson County Annual Bills (Real and Personal Property):

2017 Beginning Charge:	\$71,437,150.03
Discoveries & Imm. Irreg.:	\$556,804.07
Releases & Refunds:	(\$561,128.52)
<u>Net Charge:</u>	<u>\$71,432,825.58</u>
Unpaid Taxes:	\$10,290,164.60
Amount Collected:	\$61,142,660.98

**Paid
85.59%**



**Unpaid
14.41%**

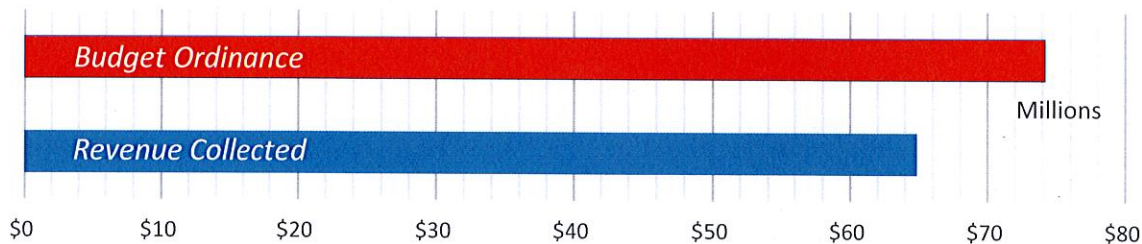
Henderson County Registered Motor Vehicles (As Collected by NC DMV):

Net Charge:	\$2,988,196.62
Unpaid Taxes:	\$12,592.40
Amount Collected:	\$2,975,604.22

99.58%

Henderson County FY18 Budget Analysis:

	<u>Budget Ordinance</u>		<u>Revenue Collected</u>
Ad Valorem:	\$72,826,301.00	Ad Valorem:	\$64,118,265.20
Prior Years:	\$1,405,000.00	Prior Years:	\$783,091.10
Budget Total:	\$74,231,301.00	YTD Revenue:	\$64,901,356.30



Respectfully Submitted,

Luke Small
Deputy Tax Collector

Darlene Burgess
Tax Administrator

HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1
Hendersonville, North Carolina 28792
Phone: 828-697-4808 • Fax: 828-692-9855
www.hendersoncountync.org

J. MICHAEL EDNEY
Chairman
GRADY H. HAWKINS
Vice-Chairman

CHARLES D. MESSER
WILLIAM G. LAPSLEY
THOMAS H. THOMPSON

January 17, 2018

Darlene Burgess, Assessor
HENDERSON COUNTY ASSESSOR'S OFFICE
200 N. Grove Street, Suite 102
Hendersonville, N. C. 28792

Dear Mrs. Burgess:

Attached please find tax release requests in the amount of \$8,998.55, and tax refund requests in the amount of \$373.79, reviewed at the Henderson County Board of Commissioners' Meeting on Wednesday, January 17, 2018. All releases and refunds were approved.

Sincerely,


J. Michael Edney, Chairman
Henderson County Board of Commissioners

JME/tlw

enclosures

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF
COMMISSIONERS**

MEETING DATE: January 17, 2018
SUBJECT: Pending Releases & Refunds
PRESENTER: Darlene Burgess, Tax Administrator
ATTACHMENT: Yes
1. Pending Release/Refund Combined Report

SUMMARY OF REQUEST:

The attached pending releases and refunds have been reviewed by the Assessor. As a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office.

These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

Type:	Amount:
Total Taxes Released from the Charge	\$ 8998.55
Total Refunds as a Result of the Above Releases	\$ 373.79

BOARD ACTION REQUESTED:

The Board is requested to approve this pending release and refund report as presented.

Suggested Motion:

I move the Board approve the Combined Release/Refund Report as presented.

NCPTS Pending Release/Refund Report. Tuesday, January 02, 2018*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	DISTRICT	TAX	LEWY TYPE	BILLED	PAID	RELEASE	REFUND
ADRIANCE, ROBIN J	0000409480-2017-2017-0000	VOID 2017 PERSONAL PROPERTY BILL FOR MANUFACTURED HOME. IT IS NOW CLASSIFIED AS REAL PROPERTY ON PARCEL 0400834.	(\$25,600)	4661	KHENSLEY	471 EVANS RD HENDERSONVILLE NC 28739	COUNTY	TAX		\$144.64	\$0.00	\$144.64	\$0.00
								LATE LIST FEE		\$14.46	\$0.00	\$14.46	\$0.00
								TOTAL:		\$24.32	\$0.00	\$24.32	\$0.00
								LATE LIST FEE		\$2.43	\$0.00	\$2.43	\$0.00
OWNER TOTAL:													
ABSTRACT TOTAL: \$185.85													
BRYAN EASLER TOYOTA	0003091263-2017-2017-0000	DOUBLE BILLED AS ABSTRACT 3091263 AND 3024075. ABSTRACT 3091263 VOIDED.	(\$25,600)	4688	MHANEY	1409 SPARTANBURG HWY HENDERSONVILLE NC	COUNTY	TAX		\$454.83	\$0.00	\$454.83	\$0.00
								LATE LIST FEE		\$45.48	\$0.00	\$45.48	\$0.00
								TOTAL:		\$500.31	\$0.00	\$500.31	\$0.00
								LATE LIST FEE		\$2.43	\$0.00	\$2.43	\$0.00
OWNER TOTAL:													
ABSTRACT TOTAL: \$185.85													
CANNON, MARY LOU	0003090919-2017-2017-0000	2017 APPEAL OF CAMPER. VALUE REDUCED FROM \$5700 TO \$1725 PER NADA SUGGESTED VALUE.	(\$3,975)	4680	ROONES	99 FAY LN HENDERSONVILLE NC 28792	COUNTY	TAX		\$32.21	\$0.00	\$32.21	\$0.00
								LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:		\$5.99	\$0.00	\$5.99	\$0.00
								LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00
OWNER TOTAL:													
ABSTRACT TOTAL: \$26.63													
CRAWFORD, BETTINA M	0003091479-2017-2017-0000	DOUBLE BILLED AS ABSTRACT 3091479 AND 3090754. ABSTRACT 3091479 VOIDED.	(\$3,975)	4679	RJONES	35 LITTLE HUNGRY CREEK LN HENDERSONVILLE NC 28792	COUNTY	TAX		\$144.30	\$0.00	\$144.30	\$0.00
								LATE LIST FEE		\$14.43	\$0.00	\$14.43	\$0.00
								TOTAL:		\$33.20	\$0.00	\$33.20	\$0.00
								LATE LIST FEE		\$3.32	\$0.00	\$3.32	\$0.00
OWNER TOTAL:													
ABSTRACT TOTAL: \$195.25													
DUNCAN, STANLEY C	0002770097-2017-2017-0000	BUSINESS CLOSED 10/11/16 PER DOCUMENTATION FROM TAXPAYER. 2017 ABSTRACT VOIDED.	(\$4,094)	4693	MHANEY	11 APPLE BLOSSOM LN UNINCORPORATED	COUNTY	TAX		\$23.13	\$0.00	\$23.13	\$0.00
								LATE LIST FEE		\$2.31	\$0.00	\$2.31	\$0.00
								TOTAL:		\$5.32	\$0.00	\$5.32	\$0.00
								LATE LIST FEE		\$0.53	\$0.00	\$0.53	\$0.00
OWNER TOTAL:													
ABSTRACT TOTAL: \$31.29													
EDNEY, LISA	0000705734-2016-2016-0000	BUSINESS SOLD ON 9/30/15. 2016 ABSTRACT VOIDED. DOCUMENTATION ON FILE.	(\$42,000)	4690	MHANEY	HAYWOOD RD NC	COUNTY	TAX		\$237.30	\$0.00	\$237.30	\$0.00
								LATE LIST FEE		\$23.73	\$23.59	\$23.73	\$23.59
								TOTAL:		\$261.03	\$23.59	\$261.03	\$23.59
								LATE LIST FEE		\$284.76	\$0.00	\$284.76	\$0.00
OWNER TOTAL:													
ABSTRACT TOTAL: \$574.27													

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Tuesday, January 02, 2018*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
FAIN, LUTHER PICKEL JR	0003090771-2017-2017-0000	ABSTRACT VOIDED DUE TO MOTOR VEHICLE BEING REGISTERED WITH THE DMV.	(\$2,500)	4668	MHANEY	24 OLD APPLEWOOD LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$14.13 \$0.00 \$14.13	\$0.00 \$0.00 \$0.00	\$14.13 \$0.00 \$14.13	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:									ABSTRACT TOTAL:	\$16.51	\$0.00
FORTUNE ASIAN	0003021874-2017-2017-0000	BUSINESS CLOSED IN JUNE 2016. 2017 ABSTRACT VOIDED. DOCUMENTATION ON FILE.	(\$49,777)	4676	MHANEY	1730 ASHEVILLE HY HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$281.24 \$28.12 \$309.36	\$0.00 \$0.00 \$0.00	\$281.24 \$28.12 \$309.36	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:									ABSTRACT TOTAL:	\$309.36	\$0.00
GILLESPIE, JACQUELINE MILLER	0000765157-2017-2017-0000	PER MOVING PERMIT MANUFACTURED HOME HAS BEEN MOVED OUT OF HENDERSON COUNTY TO POLK COUNTY.	(\$49,777)	4662	KHENSLEY	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$91.53 \$9.15 \$100.68	\$0.00 \$0.00 \$0.00	\$91.53 \$9.15 \$100.68	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:									ABSTRACT TOTAL:	\$109.73	\$0.00
GORDON, ANDREW B	0003079989-2017-2017-0000	THIS MANUFACTURED HOME IS PERSONAL PROPERTY AND NOT REAL PROPERTY. REMOVED AS REAL PROPERTY FOR 2017.	(\$16,200)	4692	MSUTJTTON	1393 SUMMIT SPRINGS DR FLAT ROCK NC 28731	COUNTY	TAX LATE LIST FEE TOTAL:	\$816.99 \$0.00 \$816.99	\$816.99 \$0.00 \$816.99	\$270.07 \$0.00 \$270.07	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:									ABSTRACT TOTAL:	\$270.07	\$0.00
JUSTUS, ARNOLD RAY	0000105967-2017-2017-0000	MOBILE HOME DEMOLISHED. 2017 ABSTRACT VOIDED.	(\$47,800)	4660	KHENSLEY	43 CART WHEEL LN HENDERSONVILLE NC 28792 NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$15.82 \$1.58 \$17.40	\$0.00 \$0.00 \$0.00	\$15.82 \$1.58 \$17.40	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:									ABSTRACT TOTAL:	\$17.40	\$0.00
LUDWIG, CHARLES FREDERICK	0003091334-2017-2017-0000	DOUBLE BILLED AS ABSTRACT 3091334 AND 3086266. ABSTRACT 3091334 VOIDED.	(\$2,800)	4687	HSALTER	127 QUAIL LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$69.21 \$6.92 \$76.13	\$0.00 \$0.00 \$0.00	\$69.21 \$6.92 \$76.13	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:									ABSTRACT TOTAL:	\$76.13	\$0.00
	OWNER TOTAL:		(\$12,250)							ABSTRACT TOTAL:	\$93.65	\$0.00

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Tuesday, January 02, 2018*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	DISTRICT	TAX	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MCCLURE, EDDY DEAN	0003091648-2017-2017-0000	HOUSEBOAT IS PERMANENTLY LOCATED IN SWAIN COUNTY. DOCUMENTATION ON FILE.	(\$39,000)	4683	HSALTER	507 HYDE WELL DR HENDERSONVILLE NC 28792	COUNTY	TAX		\$220.35	\$0.00	\$220.35	\$0.00
								LATE LIST FEE		\$22.04	\$0.00	\$22.04	\$0.00
								TOTAL:				\$242.39	\$0.00
								TAX		\$50.70	\$0.00	\$50.70	\$0.00
		LATE LIST FEE		\$5.07	\$0.00	\$5.07	\$0.00						
		TOTAL:				\$55.77	\$0.00						
		ABSTRACT TOTAL:				\$298.16	\$0.00						
NELSON, CHARLIE	0003090801-2017-2017-0000	ABSTRACT VOIDED DUE TO RV BEING REGISTERED WITH THE DMV.	(\$7,880)	4677	MHANEY	APPLE VALLEY RV PARK	COUNTY	TAX		\$44.52	\$0.00	\$44.52	\$0.00
								LATE LIST FEE		\$4.45	\$0.00	\$4.45	\$0.00
								TOTAL:				\$48.97	\$0.00
								TAX		\$10.24	\$0.00	\$10.24	\$0.00
		LATE LIST FEE		\$1.02	\$0.00	\$1.02	\$0.00						
		TOTAL:				\$11.26	\$0.00						
		ABSTRACT TOTAL:				\$60.23	\$0.00						
PITCHER, LAWRENCE	0002807563-2017-2017-0000	ABSTRACT VOIDED DUE TO MOTOR VEHICLE BEING REGISTERED WITH THE DMV.	(\$7,880)	4659	HSALTER	2515 HAYWOOD RD HENDERSONVILLE NC 28791	COUNTY	TAX		\$37.37	\$37.37	\$0.00	\$0.00
								LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				\$37.37	\$0.00
								TAX		\$6.28	\$6.28	\$0.00	\$0.00
		LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00						
		TOTAL:				\$3.28	\$0.00						
		ABSTRACT TOTAL:				\$22.77	\$0.00						
PROPERTY EYES, LLC	0003092689-2017-2017-0000	BUSINESS BASED IN BUNCOMBE COUNTY. ABSTRACT VOIDED.	(\$3,450)	4658	HSALTER	523 KINGCREST DR FLAT ROCK NC 28731	COUNTY	TAX		\$229.05	\$0.00	\$229.05	\$0.00
								LATE LIST FEE		\$22.91	\$0.00	\$22.91	\$0.00
								TOTAL:				\$251.96	\$0.00
								TAX		\$63.42	\$63.42	\$0.00	\$0.00
		LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00						
		TOTAL:				\$63.42	\$0.00						
		ABSTRACT TOTAL:				\$251.96	\$0.00						
PUBLIC SERVICE CO OF N C	0003089904-2017-2017-0000	PUBLIC SERVICE. PROPERTY ASSESSED BY DEPARTMENT OF REVENUE.	(\$40,540)	4669	KHENSLEY	332 S RUGBY RD HENDERSONVILLE NC 28791	COUNTY	TAX		\$341.26	\$0.00	\$341.26	\$0.00
								LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				\$341.26	\$0.00
								TAX		\$63.42	\$63.42	\$0.00	\$0.00
		LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00						
		TOTAL:				\$63.42	\$0.00						
		ABSTRACT TOTAL:				\$251.96	\$0.00						
PUBLIC SERVICE CO OF N C	0003089923-2017-2017-0000	PUBLIC SERVICE. PROPERTY ASSESSED BY DEPARTMENT OF REVENUE.	(\$15,200)	4670	KHENSLEY	0 NO ADDRESS ASSIGNED HENDERSONVILLE NC 28791	COUNTY	TAX		\$85.88	\$0.00	\$85.88	\$0.00
								LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				\$85.88	\$0.00
								TAX		\$18.24	\$18.24	\$0.00	\$0.00
		LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00						
		TOTAL:				\$18.24	\$0.00						
		ABSTRACT TOTAL:				\$104.12	\$0.00						

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Tuesday, January 02, 2018*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
	0003089944-2017-2017-0000	PUBLIC SERVICE. PROPERTY ASSESSED BY DEPARTMENT OF REVENUE.	(\$3,100)	4671	KHENSLEY	0 NO ADDRESS HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$17.52 \$0.00 \$17.52	\$0.00 \$0.00	\$17.52 \$0.00	\$0.00 \$0.00
	OWNER TOTAL:		(\$78,700)							ABSTRACT TOTAL:	\$21.55	\$0.00
PUBLIC SERVICE CO OF NC INC	0003089946-2017-2017-0000	PUBLIC SERVICE. PROPERTY ASSESSED BY DEPARTMENT OF REVENUE.	(\$727,600)	4672	KHENSLEY	4077 HAYWOOD RD MILLS RIVER NC 28759	COUNTY	TAX LATE LIST FEE TOTAL:	\$4,110.94 \$0.00 \$4,110.94	\$0.00 \$0.00	\$4,110.94 \$0.00	\$0.00 \$0.00
	OWNER TOTAL:		(\$731,500)							ABSTRACT TOTAL:	\$4,132.98	\$0.00
PUBLIC SERVICE COMPANY	0003089931-2017-2017-0000	PUBLIC SERVICE. PROPERTY ASSESSED BY DEPARTMENT OF REVENUE.	(\$70,600)	4674	KHENSLEY	0 NO ADDRESS HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$398.89 \$0.00 \$398.89	\$0.00 \$0.00	\$398.89 \$0.00	\$0.00 \$0.00
	OWNER TOTAL:		(\$70,600)							ABSTRACT TOTAL:	\$490.67	\$0.00
PUBLIC SERVICE COMPANY OF NC INCORPORATED A SC CORP	0003089868-2017-2017-0000	PUBLIC SERVICE. PROPERTY ASSESSED BY DEPARTMENT OF REVENUE.	(\$18,100)	4675	KHENSLEY	1271 HOWARD GAP RD FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL:	\$102.27 \$0.00 \$102.27	\$0.00 \$0.00	\$102.27 \$0.00	\$0.00 \$0.00
	OWNER TOTAL:		(\$18,100)							ABSTRACT TOTAL:	\$123.09	\$0.00
RHODES, ETHEL HYDER	0003091698-2017-2017-0000	ABSTRACT VOIDED DUE TO TRAVEL TRAILER BEING REGISTERED WITH THE DMV.	(\$7,630)	4682	HSALTER	100 COUNTRY WALK LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$43.11 \$4.31 \$47.42	\$0.00 \$0.00	\$43.11 \$4.31	\$0.00 \$0.00
	OWNER TOTAL:		(\$7,630)							ABSTRACT TOTAL:	\$8.01	\$0.00
SOUTHER, ROBERT RAYMOND	0003090835-2017-2017-0000	BOAT IS PERMANENTLY LOCATED IN OCONEE COUNTY. DOCUMENTATION ON FILE.	(\$18,840)	4664	ROONES	5 WILLOW VIEW DR MILLS RIVER NC 28759	COUNTY	TAX LATE LIST FEE TOTAL:	\$106.45 \$0.00 \$106.45	\$0.00 \$0.00	\$106.45 \$0.00	\$0.00 \$0.00
	OWNER TOTAL:		(\$18,840)							ABSTRACT TOTAL:	\$106.45	\$0.00
	OWNER TOTAL:									ABSTRACT TOTAL:	\$106.45	\$0.00

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Tuesday, January 02, 2018*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
THIEL, TIMOTHY ALAN	0003091185-2017-2017-0000	TRAILER IS PERMANENTLY LOCATED IN IREDELL COUNTY. DOCUMENTATION ON FILE.	(\$2,534)	4678	RJONES	150 PINEY RIDGE DR HENDERSONVILLE NC 28791	COUNTY	TAX LATE LIST FEE TOTAL:	\$14.32 \$1.43 \$15.75	\$0.00 \$0.00 \$0.00	\$14.32 \$1.43 \$15.75	\$0.00 \$0.00 \$0.00
								TAX LATE LIST FEE TOTAL:	\$3.04 \$0.30 \$3.34	\$0.00 \$0.00 \$0.00	\$3.04 \$0.30 \$3.34	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:		(\$2,534)							ABSTRACT TOTAL:	\$19.09	\$0.00
UPWARD AND OTHERS LLC	0003090361-2017-2017-0000	PARCEL WAS TRANSFERRED IN ERROR AND THE EXEMPTION WAS REMOVED. TRANSFERRED BACK TO ORIGINAL OWNER AND SENT FOR REVIEW FOR 2018.	(\$73,800)	4685	PCARVER	4098 HOWARD GAP RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$416.97 \$0.00 \$416.97	\$0.00 \$0.00 \$0.00	\$416.97 \$0.00 \$416.97	\$0.00 \$0.00 \$0.00
								TAX LATE LIST FEE TOTAL:	\$88.56 \$0.00 \$88.56	\$0.00 \$0.00 \$0.00	\$88.56 \$0.00 \$88.56	\$0.00 \$0.00 \$0.00
	OWNER TOTAL:		(\$73,800)							ABSTRACT TOTAL:	\$505.53	\$0.00
GRAND TOTALS:			(\$1,455,009)							ABSTRACT TOTAL:	\$8,998.55	\$373.79

*Adjustments submitted for approval on or before

**APPLICATION FOR USE OF
COURTROOM #208**

Henderson County Historic Courthouse
1 Historic Courthouse Square
Hendersonville, NC 28792

Use of the Courtroom must be preapproved by the Board of Commissioners at a regularly scheduled meeting on the Consent Agenda.

NC Supreme Court
Name of Applicant Making Request¹: _____ E-mail address: _____ Date of Application 12/12/17

Mailing Address, State, Zip Code of Applicant: _____ Phone Number of Applicant _____

Court session
Name of Event or Purpose: _____

May 15, 2018
Date of Event _____ 8:30 am until 5:00 pm
(Beginning Time) Time of Event (Ending Time)

The remainder of the application will be completed by the Clerk to the Board

PERMISSION GRANTED TO USE COURTROOM #208 Date Request Approved _____
J. McElroy
Chairman, Board of Commissioners _____ 1/17/18

PERMISSION TO USE COURTROOM #208 DENIED Date Request Denied _____

Chairman, Board of Commissioners _____

REASON DENIED: _____

Date Payment Received	Amount Remitted		Check Number	Check Date
	Cash	Check		

¹Effective July 7, 2008, the Henderson County Board of Commissioners approved a Facility Use Fee to cover expenses to utilize county staff to secure the building when the Courtroom is used for non-county government purposes after business hours, 5:00 pm until 9:00 pm Monday through Friday, 8:30 am until 9:00 pm Saturday through Sunday. The Facility Use Fee is \$25 per hour with a \$50 minimum. The fee is based upon the number of hours listed in the beginning and ending time on this application and is payable to Henderson County upon presentation of this completed application to Clerk to the Board Terry Wilson. No refund is given for hours reserved but not used; no extension of hours is permitted. The courtroom must be cleaned after use.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: DSS-Social Services

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115535-539017</u>	<u>DUKE ENDOWMENT GRANT</u>	<u>\$141,987</u>

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114535-472411</u>	<u>DUKE ENDOWMENT GRANT</u>	<u>\$141,987</u>

Justification: Please provide a brief justification for this line-item transfer request.

First of 3 annual installments of Grant monies pledged from the Duke Endowment for the Henderson County pilot of an in-home substance abuse treatment model. Note that agreement stipulates "any principal portion of the grant funds remaining unexpended at the end of the project...shall be returned to the endowment..."

Janie M. Galb
Authorized by Department Head

1/9/18
Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Capital Project Fund

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115980-598040</u>	<u>Transfer to Capital Projects Fund</u>	<u>\$100,000</u>
<u>405400-555000-1801</u>	<u>Capital Outlay - Bldgs & Improv.</u>	<u>\$100,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114990-401000</u>	<u>Fund Balance Appropriated</u>	<u>\$100,000</u>
<u>404400-403500-1801</u>	<u>Transfer from General Fund</u>	<u>\$100,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: Please provide a brief justification for this line-item transfer request.

Allocation of Foundation Grant funds for the Main Library Renovation Project. Approved by the BOC 1.17.2018.

Budget 1.17.2018
 Authorized by Department Head Date

 Authorized by Budget Office Date

 Authorized by County Manager Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Dues and Non-Profits

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115402-569900</u>	<u>Payments to Other Agencies</u>	<u>\$5,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114990-401000</u>	<u>Fund Balance Appropriated</u>	<u>\$5,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: Please provide a brief justification for this line-item transfer request.
Appropriates fund balance for the Boy Scouts of America. Approved by the BOC 1/17/18.

Budget _____	1/17/18
Authorized by Department Head _____	Date
Authorized by Budget Office _____	Date
Authorized by County Manager _____	Date

<i>For Budget Use Only</i>	
Batch # _____	_____
BA # _____	_____
Batch Date _____	_____

REAL PROPERTY LEASE

211 First Avenue East, Hendersonville, NC

**LANDLORD:
COUNTY OF HENDERSON**

**TENANT:
THE AMERICAN NATIONAL RED CROSS**

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Exhibit A: Floor Plan of Premises

REAL PROPERTY LEASE

This is a commercial real property lease ("Lease") between **County of Henderson, a body corporate and politic of the State of North Carolina**, ("Landlord") and **The American National Red Cross**, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)) ("Tenant").

1. EFFECTIVE DATE

This Lease is effective and binding on the parties upon the completion of the signatures of Landlord and Tenant (the "Effective Date"); provided, if a party fails to date its signature, then the Effective Date shall be the date that one party dated its signature, and, if neither party dates its signature, then the Effective Date shall be the Lease Commencement Date (as hereinafter defined).

2. GRANT OF THE PREMISES TO TENANT.

For the term of this Lease, Landlord leases to Tenant and Tenant leases from Landlord approximately **1,993 square feet** (the "Premises"), commonly known as **211 First Avenue East, (Suite E911 Room), Hendersonville, NC**, together with the non-exclusive right to use, in common with Landlord and the other tenants of the Building, all exterior and interior, if any, common and public areas and facilities benefitting the Building, including, without limitation, as applicable, all lobbies, stairwells, freight and passenger elevators, hallways, beneficial easements, driveways, sidewalks, parking, loading areas, landscaped areas, and any detention and/or retention ponds benefitting the Building or the Land (hereinafter referred to as the "Common Areas"; the Building, Land and Common Areas being herein collectively referred to as the "Property"), if applicable. The floor plan of the Premises, are attached hereto as Exhibit A.

3. TERM OF THE LEASE; RENEWAL OPTION.

The initial term of this Lease (the "Initial Term") begins on January 1, 2018 (the "Lease Commencement Date") and shall continue thirty (30) months, ending on June 30, 2020, (the "Expiration Date"), unless sooner terminated or extended, as hereinafter provided.

Notwithstanding the foregoing, in the event that Tenant remains in possession beyond the Expiration Date, the Initial Term of this Lease shall automatically be renewed on a month-to-month basis upon all of the terms and conditions herein set forth (including, without limitation, Base Rent at the rate in effect during the last month of the Initial Term) until terminated by either party by the giving of at least thirty (30) days' prior

Legal Notice to the other party (the Initial Term, as it may be so extended on a month-to-month basis, being herein called the "Term").

4. RENEWAL OPTIONS.

- (a) Tenant shall have one (1) option (an "Extension Option") to extend the Term of this Lease for additional three (3) year period (an "Extension Period"). Tenant's right to extend the Term shall be exercised by giving Notice (the "Option Notice") to Landlord not later than ninety (90) days prior to the Expiration Date. If Tenant fails to timely elect to extend the Term, this Lease shall terminate on the Expiration Date, Tenant shall be deemed to have waived all of its rights under the Extension Option and thereafter the Extension Option shall be null and void and of no further force or effect. During the Extension Period, all of the terms and conditions of this Lease shall remain unmodified and in full force and effect, and all references to Lease Term and Term contained in this Lease shall be deemed to mean the Lease Term, as extended hereby.
- (b) During the Extension Period, if any, the Annual Base Rent payable by Tenant shall be \$3,000.00 per annum, payable in equal monthly installments of \$250.00 per month during the Extension Option period.

5. EARLY TERMINATION.

Notwithstanding anything contained herein to the contrary, the Parties shall each have the annual right to terminate this Lease by providing a one hundred eighty (180) day written Legal Notice to the other party.

6. BASE RENT.

Base Rent during the Initial Term shall be waived.

Each monthly installment of Base Rent thereafter is due in advance on the first day of each month. Tenant may pay Rent by electronic funds transfer. Base Rent for any partial month shall be prorated on a per diem basis. Landlord agrees to email Landlord's W-9 form, together with the address of the Premises to real.estate@redcross.org, and, notwithstanding anything contained herein to the contrary, until such email has been received by Tenant, Tenant shall have no obligation to commence making any Base Rent or other payments under this Lease.

7. DELIVERY OF POSSESSION OF THE PREMISES TO TENANT.

Landlord shall, at Landlord's sole cost and expense, place the Building, the Premises and mechanical equipment and systems serving the Building and Premises, in good condition and proper working order, and in compliance with all applicable "Laws" (as hereinafter defined) ("Landlord's Work"), and deliver possession of the Premises to Tenant on or before the January 1, 2018 (the "Anticipated Completion Date").

8. USE OF PREMISES.

Tenant shall use the Premises for general and administrative office purposes and for any other purpose consistent with the mission or business of The American National Red Cross, including but not limited to; Red Cross blood donation, processing, testing, storage and distribution facility, for use in connection with Red Cross training and classes, and for the storage and distribution of disaster relief supplies and materials, ("Tenant's Use"), and for any other lawful purposes. Tenant may operate and shall have access to the Premises 24 hours per day, 7 days per week, and 365 days per year.

Tenant shall comply, at its sole cost and expense, with all present and future federal, state and local laws, ordinances, regulations and orders (collectively, "Laws") applicable to (a) Tenant's particular use of the Premises for any purpose other than general office purposes and/or (b) any "Alterations" (as hereinafter defined) installed by Tenant, exclusive of any structural alterations and improvements to the Premises required by reason of a change in Laws (collectively, "Tenant's Compliance Obligations"). Except for Tenant's Compliance Obligations, Landlord, at its sole cost and expense, shall (a) maintain the Property (including the Premises) in compliance with all present and future Laws, and (b) make any structural alterations and/or improvements to the Property (including the Premises) required by reason of any change in Laws.

9. SUPPLYING SERVICES AND UTILITIES.

Landlord shall supply to the Premises (i) heating, ventilation and air-conditioning ("HVAC") with sufficient capacity to provide HVAC during the required seasons; (ii) electricity, gas, water and other utilities necessary to operate the Premises for Tenant's Use; (iii) elevator service (if there is an elevator in the Building); (iv) janitorial service and trash removal for Common Areas; (v) exterior window-cleaning service, as reasonably required; (vi) illumination and systems sufficient to make secure all Common Areas (including light bulb replacement); (vii) snow and ice removal from all vehicular and pedestrian areas of the Common Areas, including, but not limited to, parking areas, driveways, sidewalks, loading areas, exterior stairs and porch areas (collectively, the "Paved Areas"); and (viii) landscape maintenance services. In the event that the HVAC equipment fails to maintain the temperature of the Premises in

accordance with the operating ranges set forth above for a period that exceeds 72 hours, Landlord shall replace the equipment.

10. PAYING FOR SERVICES AND UTILITIES.

Subject to Tenant's expense obligations referenced in Section 10(a), the Base Rent includes all of the (a) taxes and assessments levied or assessed upon the Property and/or Landlord; (b) Landlord's insurance premiums and costs; (c) all expenses incurred by Landlord with respect to the operation, maintenance, repair, replacement and management of the Property and the Premises; and (d) all utility charges for the Property and the Premises (collectively, the "Expenses"), all of which Expenses shall be timely paid by Landlord, at its sole cost and expense, before any interest or penalties accrue. There are no "pass-through" expenses.

- (a) Notwithstanding any terms and conditions referenced herein, Tenant shall reimburse Landlord for their "pro-rata share" of utilities, not to exceed an average of \$350.00 per month. Payment shall be made to Landlord within fifteen (15) days of the Landlord providing a statement (the "Utility Statement") demonstrating the utility costs incurred for the building in which the Premises are located, and the Tenant's prorated share. It is understood by the parties that the Utility Statement may be provided by the Landlord as frequently as monthly, or as infrequently as semi-annually.

11. MAINTENANCE AND REPAIRS OF THE PREMISES AND THE BUILDING.

- (a) Except as shall be the obligation of Landlord under this Lease, Tenant, at Tenant's sole cost and expense, shall maintain the Premises in clean and sanitary condition (collectively, "Tenant's Obligations"). If there is an "Event of Default" (as hereinafter defined) by Tenant in the performance of Tenant's Obligations, Landlord may, at Landlord's option, after Legal Notice to Tenant, perform such Tenant's Obligations, and Tenant shall reimburse Landlord for the cost thereof within ten (10) days after Landlord's written demand therefor accompanied by reasonable supporting documentation.
- (b) Landlord, at Landlord's sole cost and expense, shall maintain and repair (including, without limitation, replacements, as reasonably required) the Property (including, without limitation, the Premises) in good condition and repair, including, without limitation, (i) the Building exterior walls, trim (including, but not limited to, the exterior paint and finish), (ii) the load bearing elements and foundations, (iii) the pipes and conduits, (iv) the roof, (v) the Building systems, including, without limitation, all mechanical, electrical, HVAC,

plumbing, fire sprinkler and life safety systems serving the Building and/or the Premises, (vi) the Common Areas, including, without limitation, cleaning, sweeping, patching, repaving and removing snow and ice from the Paved Areas of the Common Areas, and (vii) all windows and doors (collectively, "Landlord's Obligations"). If there is an "Event of Default" (as hereinafter defined) by Landlord in the performance of Landlord's Obligations, Tenant may, at Tenant's option, after Legal Notice to Landlord, perform any Landlord's Obligations, and deduct the cost thereof from monthly installment of Base Rent until Tenant has been reimbursed in full therefor.

12. ALTERATIONS. Tenant shall not make or permit any of Tenant's employees, agents or contractors to make any alteration in or to the Premises (other than interior cosmetic changes) or the Building (herein referred to as "Alterations") without Landlord's prior written consent, which consent Landlord shall not unreasonably withhold, condition or delay. Unless Landlord requires their removal by so stipulating at the time of providing consent, as set forth above, all Alterations which may be made on the Premises shall, at the expiration or termination of the Term, become the property of Landlord and remain upon and be surrendered with the Premises. Notwithstanding the provisions of this Section, Tenant's trade fixtures, furnishings, equipment and other personal property (collectively, "Tenant's Property") shall remain the property of Tenant and may be removed by Tenant at any time prior to the expiration or earlier termination of this Lease.

13. CONDITION OF THE PREMISES AT THE END OF THE TERM.

At the expiration or earlier termination of the Term, Tenant shall surrender the Premises in the condition in which Tenant was required to maintain the Premises (as modified by any Alterations which were not stipulated for removal pursuant to Section 11 above), casualty, condemnation, Landlord's obligations under this Lease, and ordinary wear and tear consistent with Tenant's Use hereunder excepted. If any of Tenant's Property is left in the Premises by Tenant upon expiration or earlier termination of the Term and is not removed within ten (10) days after Legal Notice thereof from Landlord, then the same may be deemed abandoned and thereupon become Landlord's property and Landlord has the right to dispose of such Tenant's Property without any liability or obligation to any party.

14. SIGNS.

Tenant, at its sole cost and expense and with Landlord's consent, shall have the right to install (a) its sign on the exterior walls of the Building and in any vacant position on any monument sign serving the Property; and (b) its flag on any flagpole serving the

Property; provided, that Tenant (i) obtains Landlord's prior written consent to the dimensions of the signs and the means and methods of installation, (ii) obtains all governmental permits and approvals required in connection therewith, (iii) maintains such sign(s) and flag, as applicable, in good condition and repair (iv) removes such sign(s) and flag, as applicable, upon the expiration or earlier termination of the Term and (v) repairs any damage to the Building or monument sign occasioned by such removal. Landlord approves the standard "American Red Cross" graphics standards.

15. SECURITY DEPOSIT.

In recognition of Tenant's charitable purpose, Landlord agrees to waive the requirement of a security deposit.

16. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign this Lease or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay.

17. HOLDING OVER.

If Tenant does not immediately surrender the Premises or any portion thereof upon the expiration or earlier termination of the Term or the Extension Period (if any), then Tenant shall pay Base Rent at an increased rate equal to (i) for the first month of the holdover period, one hundred ten percent (110%) of the Base Rent set herein for the Extension Period, then (ii) for the next month of the holdover period, one hundred twenty percent (120%) of such Base Rent, then (iii) for any other period after that, one hundred fifty percent (150%) of such Base Rent ("Holdover Rent").

18. TENANT'S INSURANCE.

(a) Tenant, at its expense, shall keep, throughout the Term,

(1) Commercial General Liability insurance, with minimum limits of liability not less than \$1,000,000 per occurrence and naming Landlord as an additional insured;

(2) Property insurance (at full replacement value) on Tenant's contents, trade fixtures, equipment, furnishings, improvements and betterments wherein and with respect solely to such improvements and betterments Landlord is named as loss payee as its interests may appear;

(3) Workers Compensation insurance covering Tenant's employees in

statutory limits and Employers Liability coverage with at least the following limits, \$250,000 per accident, \$500,000 per disease and \$250,000 per disease (each employee); and

(4) Auto Liability insurance including coverage for Tenant's owned, nonowned and hired vehicles in an amount not less than \$1,000,000.

(b) With respect to Tenant's operations and obligations under this Lease all such insurance shall be considered primary coverage and not contributing with or in excess of any similar insurance maintained by Landlord. On request, Tenant shall furnish to Landlord proof of Tenant's insurance coverage then in place, in compliance with these terms and conditions, via a Memorandum of Insurance or a Certificate of Insurance.

19. LANDLORD'S INSURANCE.

(a) Landlord, at its expense, shall have in full force and effect during the Term:

(1) Commercial General Liability insurance, with minimum limits of liability not less than \$1,000,000 each occurrence and with respect to Landlord's obligations under this Lease;

(2) Property insurance (at full replacement value) on the Building and Landlord's property and equipment therein; and

(3) Workers Compensation insurance covering Landlord's employees in statutory limits and Employers Liability coverage with at least the following limits, \$250,000 per accident, \$500,000 per disease and \$250,000 per disease (each employee).

(b) With respect to Landlord's operations and obligations under this Lease all such insurance shall be considered primary coverage and not contributing with or in excess of any similar insurance maintained by Tenant. On request, Landlord shall furnish to Tenant proof of Landlord's insurance coverage then in place, in compliance with these terms and conditions, via a Memorandum of Insurance or a Certificate of Insurance.

20. INDEMNITY.

(a) Tenant shall indemnify, defend and hold Landlord, its employees and agents, and any mortgagee of the Property harmless from and against legal liability for bodily injury, death or property damage to the extent that such legal liability is caused by the negligence of the Tenant, its governors, officers, directors, employees, volunteers and agents, in the Tenant's use of the Premises during the

Term.

- (b) To the extent insured by the Landlord's insurance coverage (including coverage through the North Carolina Association of County Commissioners' Insurance Pool), Landlord shall indemnify, defend and hold Tenant, its governors, volunteers, officers, directors, employees and agents harmless from and against legal liability arising from bodily injury, death or property damage to the extent that such legal liability is caused by the negligence of the Landlord, its directors, officers, employees, agents and contractors in its ownership and operation of the Common Areas, the Building and the Land during the Term.

21. DAMAGE OR DESTRUCTION.

If the Premises or the Building are totally or partially damaged or destroyed thereby rendering the Premises totally or partially unusable for the use permitted, then Landlord and Tenant each may terminate this Lease as of the date of such damage or destruction by giving the other Legal Notice of termination within ninety (90) days after the occurrence of the damage or destruction. If this Lease is not terminated as a result of such damage or destruction, then Landlord shall promptly repair and restore the Building and Premises (other than any Alterations previously made by Tenant), at Landlord's sole cost and expense, and Base Rent and other charges due hereunder shall be reduced in proportion to the area of the Premises which, in Tenant's reasonable opinion, cannot be used or occupied by Tenant for Tenant's Use as a result of such casualty, from the date of such casualty until the date on which the Premises are restored; provided, however, Landlord is not required to repair or restore any Alterations previously made by Tenant or any of Tenant's Property. In the event that this Lease is terminated, then all Base Rent and other charges due hereunder shall be apportioned and paid to the date of the damage or destruction, and Tenant shall vacate the Premises according to such notice of termination.

22. CONDEMNATION.

If any portion of the Premises or occupancy thereof is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title vests in such authority and Base Rent and all other charges shall be apportioned as of that date. All awards, damages and other compensation paid by such authority on account of such condemnation belong to Landlord, unless such award, or any portion thereof, is specifically awarded or designated to be paid to the Tenant.

23. TENANT'S DEFAULT.

- (a) An "Event of Default" by Tenant is any one or more of the following: (i) Tenant's failure to make when due any payment of the Base Rent, additional rent or other sum due hereunder, which failure continues for ten (10) days after Landlord delivers written Legal Notice Tenant; (ii) Tenant's failure to perform or observe any term, covenant or condition of this Lease, which failure continues for thirty (30) days after Landlord delivers written Legal Notice thereof to Tenant, provided, however, that such cure period shall be extended for a reasonable period of time if the failure does not raise a life/safety issue or property protection issue and Tenant commences to cure within such 30-day period and thereafter, using good faith efforts, completes such cure; or (iii) Tenant shall become subject to any bankruptcy or insolvency proceeding.
- (b) If there is an Event of Default by Tenant, Landlord has the right, at its sole option, to terminate this Lease by the giving of an additional at least ninety (90) days' prior Legal Notice of such termination to Tenant (and if Tenant fails to cure such Event of Default within such 90-day period, then this Lease shall automatically terminate and be of no further force or effect on the expiration of such 90-day period). In addition, with or without terminating this Lease, Landlord may, after receipt of an order of possession from a court of competent jurisdiction, re-enter, terminate Tenant's right of possession and take possession of the Premises. Landlord shall give such notices as are required by law. Landlord shall use reasonable efforts to relet the Premises or any part thereof, alone or together with other premises, for such term(s) (which may extend beyond the date on which the Lease Term would have expired but for Tenant's default) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its sole discretion, may determine. If Landlord relets the Premises and collects rent in excess of the Base Rent and additional rent owed by Tenant hereunder, Landlord may retain any such excess and Tenant shall not be entitled to a credit for it.
- (c) Tenant waives any right of redemption, re-entry or restoration of the operation of this Lease under any present or future law, including any such right that Tenant would otherwise have if Tenant shall be dispossessed for any cause.
- (d) Landlord waives its right to non-judicial self-help remedies, a distress action for rent and any statutory or common law landlord's lien on Tenant's property in the Premises.
- (e) Upon occurrence of a bankruptcy or insolvency of Tenant or Landlord, the non-

bankrupt party has all of the rights and remedies available under the Bankruptcy Code, to the extent applicable.

24. LANDLORD'S DEFAULT.

If Landlord fails to perform or observe any term, covenant or condition of this Lease, which failure continues for thirty (30) days after Tenant delivers Legal Notice thereof to Landlord; provided, however, that such cure period shall be extended for a reasonable period of time if the failure does not raise a life/safety issue or property protection issue and Landlord commences to cure within such 30-day period and thereafter, using good faith efforts, completes such cure (herein called an "Event of Default" by Landlord), in addition to the rights and remedies available to Tenant at law in equity, and elsewhere in this Lease, Tenant shall have the right to: (a) bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of any other covenant or agreement devolving upon Landlord, without terminating this Lease; (b) terminate this Lease without waiving Tenant's rights to damages for Landlord's failure to perform any of its covenants or agreements hereunder by the giving of an additional at least ninety (90) days' prior Legal Notice of such termination to Landlord (and if Landlord fails to cure such Event of Default within such 90-day period, then this Lease shall automatically terminate and be of no further force or effect on the expiration of such 90-day period); and/or (c) cure such default for the account of Landlord, and Landlord, within ten (10) days of the receipt of a statement therefor, shall reimburse Tenant for any amount paid and any expense or contractual liability so incurred, and if no so reimbursed by Landlord, Tenant shall be entitled thereafter to offset the amounts owed by Landlord against Base Rent due hereunder until Tenant has been reimbursed in full therefor. Tenant's adherence to its agreements under this Lease is dependent on Landlord's adherence to its agreements.

25. COVENANT OF QUIET ENJOYMENT.

Landlord agrees that so long as there is no Event of Default by Tenant under this Lease, then, subject to the provisions of this Lease, Tenant will peaceably and quietly occupy and enjoy possession of the Premises without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, including, without limitation, any tenants of Landlord (inclusive of any patrons of such tenants).

26. GENERAL PROVISIONS.

- (a) Landlord represents and warrants to Tenant that, as of the Lease Commencement Date, (i) Landlord owns fee simple title to the Property, (ii)

Landlord is duly organized, validly existing and in good standing under the laws of the State described above and has all necessary power to execute this Lease and to lease the Premises, upon the terms and conditions herein set forth, (iii) this Lease constitutes the binding obligation of Landlord, (iv) the below named signatories on behalf of Landlord have the power to execute and deliver this Lease on behalf of Landlord and to bind Landlord in accordance with the terms of this Lease, (v) the heating, ventilating and air conditioning equipment and other Building Systems are in good condition and proper working order; (vi) the Property (including the Premises) and Tenant's Use are in compliance with all applicable Laws, including, without limitation, the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented, and all Laws pertaining to the protection of health and/or the environment and (vii) there is a current certificate of occupancy in effect for the Premises. Landlord shall indemnify, defend and hold Tenant harmless from and against all suits, liabilities, obligations, damages, penalties, claims, losses, charges, expenses and costs arising out of or in connection with Landlord's breach of Landlord's foregoing representations and warranties. The provisions of this Section 26(a) shall survive the expiration or earlier termination of this Lease.

- (b) Tenant represents and warrants to Landlord that (i) Tenant is a duly organized, validly existing corporation in good standing under the laws of the United States and has all necessary power to execute this Lease and to lease the Premises without the consent of any other person or entity, (ii) this Lease constitutes the binding obligation of Tenant, and (iii) the below named signatories on behalf of Tenant have the power to execute and deliver this Lease on behalf of Tenant and to bind Tenant in accordance with the terms of this Lease.
- (c) This Lease contains the entire agreement of the parties and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties and discussions between the parties. This Lease may be changed in any manner only by an instrument signed by both parties.
- (d) Nothing contained in this Lease creates any relationship between Landlord and Tenant other than that of landlord and tenant.
- (e) Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker and/or agent.
- (f) From time to time (but no more than twice per calendar year) upon twenty (20) days' prior Legal Notice, Landlord and Tenant shall deliver to the requesting party and any designee of the requesting party a written estoppel certificate

provided that the same shall be true and correct and does not alter the rights and obligations of Landlord or Tenant.

- (g) All notices or other required communications intended to exercise a right under this Lease ("Legal Notice") must be in writing and will be deemed given only when delivered in person (with receipt), or when sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (a) if to Landlord, at the Landlord Address for Legal Notices, (b) if to Tenant, at the Tenant Address for Legal Notices. Landlord may, but shall not be obligated to, give notice through an attorney or other agent. Either party may change its address for the giving of notices by notice given in accordance with this Section. The parties may communicate informally by any reasonable written means, including electronic mail.
- (h) Each provision of this Lease is valid and enforceable to the fullest extent permitted by law. The obligations of the respective parties in this Lease are bilateral and dependent on the performance of the parties respectively.
- (i) The provisions of this Lease are binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, subject to the provisions herein restricting assignment or subletting.
- (j) Landlord and its designees may enter the Premises by appointment except in the case of an emergency, to examine, inspect or protect the Premises and the Building, to make alterations or repairs, and to exhibit the Premises to prospective purchasers and lenders and, during the last six (6) months of the Term only, to prospective tenants.
- (k) This Lease is governed by the laws of the jurisdiction in which the Property is located.
- (l) This Lease may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document. This Lease may be executed and delivered electronically, and electronic copies of the fully executed Lease may be treated as originals by the parties.
- (m) If either party is delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for the time necessary to compensate for the period of such delay or

prevention.

- (n) In the event it is necessary for either party to institute legal proceedings to enforce any of the terms and conditions of this Lease, the prevailing party in any such action shall be entitled to recover from the non-prevailing party a reasonable additional sum as and for attorney's fees, costs and expenses.
- (o) E-VERIFY. The Tenant shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

27. LEGAL NOTICE ADDRESSES.

Landlord's Address for "Legal Notice" is:

County of Henderson
c/o Office of the County Attorney
1 Historic Courthouse Square, Suite 5
Hendersonville, NC 28792

Tenant's Address for Legal Notice is:

Director, Lease Administration
The American National Red Cross
9450 SW Gemini Drive, #75048
Beaverton, OR 97008-7105

With an email copy to: Real.Estate@redcross.org

And for issues requiring legal notice (e.g., default), a copy to:

Office of the General Counsel
The American National Red Cross
431 18th Street, NW
Washington, DC 20006
Attention: Real Estate Counsel

And a copy (as to communications regarding maintenance and repair issues) to the Premises.

[Signature page follows.]

SIGN AND DATE BELOW

TENANT:

The American National Red Cross

Phillip E. Olsberg

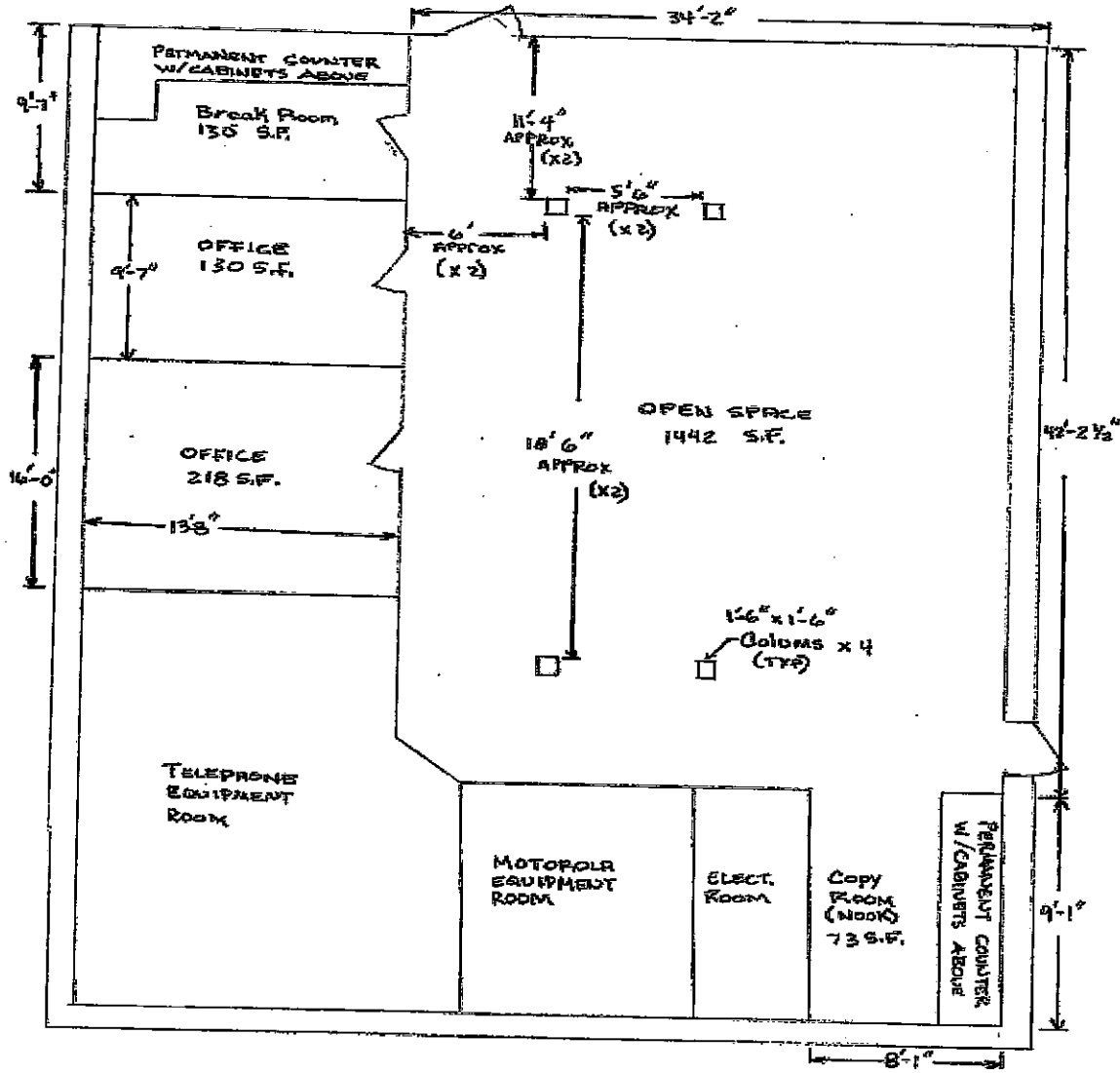
Phillip E. Olsberg
Director, Real Estate Services
January 24, 2018

LANDLORD:

County of Henderson

By: *J. Michael Edney*
(Signature)
Name: J. Michael Edney
Title: Chairman, Henderson Co.
Board of Commissioners
Phone: 828-697-4808
Fax: 828-692-9855
E-mail: *Jm.edney@hendersoncountync.org*
Date: 1/17/2018

EXHIBIT A
FLOOR PLAN OF PREMISES



10/5/2017
By Natalie Berry

E911 ROOM
Not to Scale

130 S.F. (Break Room)
130 S.F. (OFFICE)
73 S.F. (COPY SPACE)
218 S.F. (OFFICE)
1442 S.F. (open space)

1993 S.F.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Capital Reserve Fund

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115980-598021</u>	<u>Transfer to Capital Reserve Fund</u>	<u>\$407,573</u>
<u>215400-498040</u>	<u>Transfer to Capital Project Fund</u>	<u>\$407,573</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114835-491002</u>	<u>Sale of Real Property</u>	<u>\$407,573</u>
<u>214400-403500</u>	<u>Transfer from General Fund</u>	<u>\$407,573</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: *Please provide a brief justification for this line-item transfer request.*
 Appropriates proceeds from the Sale of Real Property to the Capital Reserve Fund. Approved by the BOC 1/17/18.

Budget 1/17/18

Authorized by Department Head _____ Date _____

Authorized by Budget Office _____ Date _____

Authorized by County Manager _____ Date _____

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1
Hendersonville, North Carolina 28792
Phone: 828-697-4808 • Fax: 828-692-9855
www.hendersoncountync.org

J. MICHAEL EDNEY
Chairman
GRADY H. HAWKINS
Vice-Chairman

CHARLES D. MESSER
THOMAS H. THOMPSON
WILLIAM G. LAPSLEY

January 17, 2018

Vaya Health
200 Ridgefield Ct, Suite 206
Asheville, NC 28806

Re: Letter of Support -Safelight

To Whom It May Concern:

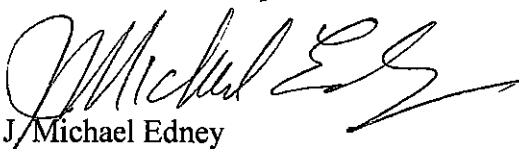
Safelight, a Henderson County based non-profit providing support for survivors of interpersonal violence, sexual assault and child abuse, has made the County aware of their desire to become a Medicaid provider. Please accept this letter in support of their efforts, based on the services they provide within Henderson County.

Safelight works closely with the County's Department of Social Services and Health Department, and a frequent conversation is lack of access to trauma-focused services. Medicaid contracting will allow Safelight to expand on trauma-informed services. While some services are currently offered through the Child Advocacy Center, they are limited to the number of slots our current therapists have. The need for EMDR and other evidence-based services to be expanded upon is great.

Additionally, the Child Advocacy Center is currently performing an average of four to five forensic interviews a week, and an average of two to three medical exams per week. Each of the children served have been referred for trauma-informed therapies to reduce the effects of severe physical abuse and sexual abuse. However, the current limitations on capacity create a waiting list, particularly during this time of the year.

Finally, Safelight works closely with Family Preservation, the comprehensive provider in Henderson County, on referrals. On average, Family Preservation is in contact three times per month referring clients who have stated they have experienced either previous or current severe trauma.

Thank you for your consideration of Henderson County's support for Safelight's application to become a Medicaid provider.



J. Michael Edney
Chairman, Henderson County Board of Commissioners

Mail to

Charles Russell Burrell
Office of the County Attorney
1 Historic Courthouse Square, Suite 5
Hendersonville, NC 28792

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

MEMORANDUM OF LEASE COMMENCEMENT

The County of Henderson, a body corporate and politic of the State of North Carolina (the "County"), having an address of 1 Historic Courthouse Square, Suite 2, Hendersonville, NC 28792, hereby leases to The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)) (the "Tenant"), having an address of:

Red Cross address for Legal Notice:
Director - Real Estate
The American National Red Cross
600-A Forest Point Circle
Charlotte, NC 28273

With a copy to:
Office of the General Counsel
The American National Red Cross
431 18th E Street, NW
Washington, DC 20006
Attention: Real Estate Counsel

And an email copy (as to Legal Notices concerning Base Rent and/or other charges under this Lease) to: realestateleasepayments@redcross.org

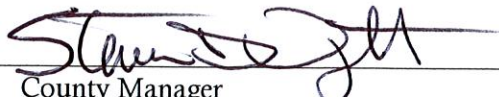
And a copy (as to communications regarding maintenance and repair issues) to: The Premises

for a term beginning on February 1, 2018 (notwithstanding any statement of the beginning of the lease as stated in the "Real Property Lease" executed by the parties), and continuing for a term as stated in the Real Property Lease, the following property:


That portion of those certain premises situated in the City of Hendersonville, Henderson County, consisting of approximately 1,993 rentable square feet of space located on the ground floor at 211 First Avenue East, as more particularly described on Exhibit A of the Real Property Lease referenced above, and incorporated herein by reference.

All provision set forth in a written Real Property Lease between the parties executed by the County on 17 January, 2018, are hereby incorporated by reference into this Memorandum, except as expressly modified hereby.

COUNTY OF HENDERSON

By: 
County Manager

THE AMERICAN NATIONAL RED CROSS


Phillip E. Olsberg
Director, Real Estate Services
January 24, 2018

HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1
Hendersonville, North Carolina 28792
Phone: 828-697-4808 • Fax: 828-692-9855
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CHARLES D. MESSER
WILLIAM G. LAPSLEY
THOMAS H. THOMPSON

January 23, 2018

The Honorable NCACC President Brenda Howerton
c/o Durham County
200 East Main Street
2nd Floor, Old Courthouse
Durham, NC 27701

Dear President Howerton,

During the January 17, 2018 Henderson County Board of Commissioners Strategic Planning Session, the Board received yet another update regarding issues related to the NCACC sponsored "North Carolina Property Tax System". To be succinct, neither the system, specifically the Farragut software, nor the support provided by the company is satisfactory. This has placed Henderson County in a most difficult circumstance as we conduct our 2019 county-wide reappraisal.

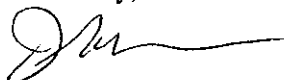
This has been an ongoing issue. At our June 5, 2017 Board of Commissioners meeting, a full and thorough public discussion was held regarding this issue in detail. In attendance at that meeting was NCACC Executive Director Kevin Leonard. Mr. Leonard outlined the background and evolution of NCPTS and the NCACC's failure to manage the relationship with Farragut, and made assurances that going forward positive changes would be implemented to correct these shortcomings. Unfortunately, the overall situation with NCPTS has not seen adequate improvement, and our Tax Department staff is "working around" continuing software issues at great expense to our tax payers in an effort to conduct an equitable reappraisal. This is of great concern to our Board, and everyone involved, and it is not acceptable.

In essence, assurances were made, then left unfulfilled. We will overcome this hurdle due to the professionalism, diligence, and dedication of our staff. However, this issue has caused some to question the value of ongoing membership in the North Carolina Association of County Commissioners.

To say that we as a Board and Staff are dissatisfied, frustrated, and yes, angry, would be putting it mildly. However, there is a small window of time for the software vendor, Farragut, to step up and do the right thing – dedicate sufficient staff resources, at their cost, to solve the issues that exist and will arise regarding their product. We ask you to facilitate the fulfillment of the Association's commitment.

We look forward to your response.

Sincerely,



J. Michael Edney, Chairman
Henderson County Board of Commissioners