

## MINUTES

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
WEDNESDAY, JULY 15, 2015**

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

Those present were: Chairman Tommy Thompson, Vice-Chairman Charlie Messer, Commissioner Grady Hawkins, Commissioner Mike Edney, 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: Management Assistant Megan Powell, Director of Business and County Development John Mitchell, Finance Director Carey McLelland, Library Director Trina Rushing, Health Department Director Steve Smith, Senior Planner Autumn Radcliff, Capital Project Manager David Berry, IT Director Becky Snyder, Assessor/Tax Collector Stan Duncan, Facilities Services Manager Jerry Tucker, Engineer Marcus Jones, Deputy Tax Collector Phyllis Henderson, DSS Director Eric Bush, Lieutenant Michael Marsteller, Captain Steve Carter, Sheriff Charlie McDonald, T&T Director Beth Carden, Deputy Ken McCraw as security, and Assistant Engineer Natalie Berry, PIO Kathy Finotti & Environmental Programs Coordinator Rachel Hodge – videotaping.

### CALL TO ORDER/WELCOME

Chairman Thompson called the meeting to order and welcomed all in attendance.

### INVOCATION

County Manager Steve Wyatt provided the invocation.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Haley Gilbert, granddaughter of Commissioner Hawkins.

### CERTIFICATE OF ACHIEVEMENT

The Board recognized Commissioner Hawkins granddaughter Haley Gilbert for achieving the Girl Scout Gold Award. The Gold Award represents the highest achievement in Girl Scouting; it recognizes girls in grades 9 through 12 who demonstrate extraordinary leadership through sustainable and measureable Take Action projects.

Commissioner Hawkins explained that Haley's project was for Black Mountain Home for Children and took a very long time to achieve. She recently graduated from Veritas Christian Academy and has received a soccer scholarship to Erskine College. He presented Miss Gilbert with a Certificate of Achievement. Also in attendance were her parents Jennifer and Dan Gilbert, Grandmother Doris Hawkins, Aunt Terri Chesser and Uncle David Chesser.

### PUBLIC HEARINGS

#### **Public Hearing to Consider Meritor Economic Development Incentives (formerly "Project Wing")**

*Commissioner Messer made the motion to go into public hearing for consideration of economic development incentives for Meritor. All voted in favor and the motion carried.*

A public hearing has been scheduled on 15 July 2015 in the above matter.

Partnership for Economic Development CEO and President Andrew Tate stated Meritor Heavy Vehicle Systems, LLC, is a manufacturing company located inside and outside the United States (and Henderson

DATE APPROVED: August 3, 2015

County) contemplating expansion at its site in Henderson County.

Under the project as proposed, the public benefit to be derived from the capital project is a total taxable capital investment by Meritor Heavy Vehicle Systems, LLC of \$30,000,000.00 in business personal property (equipment) over four years. The project would result in the retention of not less than ninety-five percent of the permanent (not temporary) jobs at the Henderson County site, at an average wage in excess of the average wage in Henderson County for full-time employment, plus other benefits. The contemplated incentives would last for a period of seven years from each portion of the total investment. The first year's contemplated incentive, if granted, would be not more than \$19,260.00, based on the new investment, the number of retained employees, and the Board's incentives guidelines. The maximum amount of incentives to be considered in this grant would be \$365,940.00. Without this process, jobs are at risk.

If approved, the request is proposed to be funded through the general property tax revenue, derived from ad valorem taxes on the new investment.

Brian Cavagnini, Meritor's Director of Operations, thanked the Board for their support.

#### PUBLIC INPUT

There was none.

*Commissioner Messer made the motion to go out of public hearing. All voted in favor and the motion carried.*

*Commissioner Edney made the motion that the Board approves economic development incentives to Meritor as presented. All voted in favor and the motion carried.*

#### **Public Hearing Regarding the Health Sciences Education Center Project and Related Financing Documents**

*Chairman Thompson made the motion to go into public hearing regarding the Health Sciences Education Center Project and Related Financing Documents. All voted in favor and the motion carried.*

Finance Director Carey McLelland stated the purpose of this required hearing is to take public comment on the Project, the proposed draft installment financing contract, and any other transactions contemplated and associated with the Project.

The public hearing was published in the Hendersonville Times-News on Saturday, June 27, 2015 which is within the required time frame of publishing no fewer than 14 days prior to the public hearing.

After holding the hearing to receive public comments, no further action is required by the Board.

Commissioner Hawkins requested clarification in regard to taxes on page 11 of the contract.

Russ Burrell explained that sales tax on construction materials will be rebated, which is limited for private charity.

Carey McLelland recently attended a rating agency meeting. The rating agency was very impressed with Henderson County's performance in the last 5-10 years, especially with economic development. The bond rating committee will meet in a couple of weeks. He doesn't expect Henderson County to be downgraded, and a bump up is possible. We will have the new rating before going to market on the Health Sciences Education Center financing.

**PUBLIC INPUT**

There was none.

*Commissioner Hawkins made the motion to go out of public hearing. All voted in favor and the motion carried.*

*Commissioner Messer made the motion to accept the financing document as presented. All voted in favor and the motion carried.*

**SWEARING IN – NC FOOD MANUFACTURING TASK FORCE**

Ag Biz HC Director Mark Williams was appointed as a member of the NC Food Manufacturing Task Force on June 18, 2015 by Governor Pat McCrory. As part of the appointment process, Mr. Williams must complete an oath of office. This appointment is a state recognition of the initiative that Henderson County has already taken in agribusiness development. Mr. Williams stated he is both humbled and honor to serve on the taskforce and to represent Henderson County.

Chairman Thompson swore Mr. Williams in as a member of the NC Food Manufacturing Task Force.

**RESOLUTION IN MEMORIAM – WILLIAM “BILL” FRANCIS, JR.**

The Henderson County Board of Commissioners is requested to adopt a Resolution in Memoriam for William “Bill” Francis Jr., who passed away on July 3, 2015. Mr. Francis was a lifelong resident of Henderson County. He served our country in the United States Navy and upon his return from service to his country, he spent the remainder of his life working and serving the citizens of Henderson County.

Chairman Thompson read the resolution aloud.

*Commissioner Hawkins made the motion that the Board adopt a Resolution of Memoriam for William “Bill” Francis, Jr. All voted in favor and the motion carried.*

**INFORMAL PUBLIC COMMENTS**

1. Noland Ramsey – Mr. Ramsey is the past chair of Ag-Biz HC. He thanked the Board for the formation of the organization, and recognized Mark Williams as the Director. He feels Mr. William’s appointment to the NC Food Manufacturing Task Force is a huge benefit for Henderson County.

**DISCUSSION/ADJUSTMENT OF CONSENT AGENDA**

*Commissioner Hawkins made the motion to adopt the Consent Agenda as presented. All voted in favor and the motion carried.*

CONSENT AGENDA consisted of the following:

**Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):

June 24, 2015 - regularly scheduled meeting

**Tax Collector’s Report**

Collections Specialist Luke Small had presented the Tax Collector’s Report to the Commissioners dated July 7, 2015 for information only. No action was required.

**Pending Releases & Refunds**

The pending releases and refunds were reviewed by the County Assessor and as a result of that review, it was 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 were submitted for the approval by the Henderson County Board of Commissioners.

Type	Amount:
Total Taxes Released from the Charge	\$ 1,217.11
Total Refunds as a Result of the Above Releases	\$ 0.00

*Motion:*

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

**Revision of Sign Regulations**

In light of the June 18, 2015, decision of the United States Supreme Court in *Reed v. Town of Gilbert*, Henderson County's sign regulations, primarily found in Article VII of the Land Development Code (Chapter 42 of the Henderson County Code), should be re-examined and harmonized with the Supreme Court's opinion. In particular, sign regulations that regulated signs differently depending on the sign's content are unlikely to pass court muster.

The previous practice for this Board is to refer modifications of the Land Development Code to the Planning Board for initial work (with staff) of drafting proposed text. To the extent any of the sign regulations fall within statutorily "zoning regulations" (a term not defined by statute), they are required to be reviewed by the Planning Board.

Direction to the Planning Board to review Henderson County's sign regulations, including Article VII of the Land Development Code, to propose changes to bring them into compliance with the U.S. Supreme Court's decision in *Reed v. Town of Gilbert*.

*Motion:*

*I move that the Board direct staff and the Planning Board review the County's sign regulations, and propose changes to bring the regulations in compliance with U.S. Supreme Court decisions.*

**Budget Amendment – Electronic Health Records**

At the June 24, 2014 meeting, the Board approved a contract with CureMD for the provision of electronic health record software for the Health Department. The total initial investment, which includes the first year of software maintenance and support, is \$70,264. The budget amendment provided appropriates the funding necessary to cover this initial investment in the project.

*Motion:*

*I move the Board approves the Budget Amendment to transfer \$70,264 from Fund Balance to be used for electronic health records software.*

**Resolution Declaring Personal Property as Surplus and Authorizing the Disposition of Personal Property by Private Sale**

Henderson County has received a request from Blue Ridge Community College (BRCC) to retain two (2) 2007 Dodge Chargers and associated equipment (light bar and radio) that were paid for as part of the Sheriff's prior year contract to provide dedicated security and law enforcement to BRCC.

A resolution was provided for the Board's consideration and approval declaring the vehicles and associated equipment as surplus and authorizing the private sale to another governmental unit as allowed under N.C.G.S. 160A-274.

List of surplus vehicles:

<u>DEPARTMENT</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>HC#</u>	<u>VIN#</u>	<u>Asset#</u>
Sheriff	2007	Dodg	Charger	SH-	2B3KA43H67H84533	13253
Sheriff	2007	Dodg	Charger	SH-	2B3KA43G57H73670	12488

Motion:

*I move that the Board approve the resolution declaring the list of vehicles and associated equipment presented as surplus and authorizes the private sale to another governmental unit as allowed under N.C.G.S. 160A-274.*

**Habitat for Humanity Dodd Meadows Project Bid Award for Community Center Construction**

Henderson County was awarded the 2012 N.C. Catalyst grant in the amount of \$454,960 on behalf of Henderson County Habitat for Humanity’s Dodd Meadows neighborhood located off Crest Road. The Community Development Block Grant (CDBG) funds will be used to support Henderson County Habitat for Humanity’s Dodd Meadows residential development for moderate and low income persons in the County.

The project architect, Clark Nexsen, bid the construction for the Dodd Meadows Community Center on June 18<sup>th</sup>. As recommended by Clark Nexsen on the attached letter, H&M Constructors is presented to the Board for award of the construction contract for the Dodd Meadows Community Center. The proposed contract is for \$208,100.00 total. The CDBG funding will pay for \$188,000.00 of the total construction costs and Henderson County Habitat for Humanity will fund the remaining costs for construction above the grant funding.

No County matching funds are associated with the grant.

Motion:

*I move that the Board award the construction contract for the Dodd Meadows community center to H&M Constructors and authorize staff to execute the required documents.*

**Habitat for Humanity Dodd Meadows Project Bid Award for Roads, Water and Sewer Construction**

Henderson County was awarded the 2012 N.C. Catalyst grant in the amount of \$454,960 on behalf of Henderson County Habitat for Humanity’s Dodd Meadows neighborhood located off Crest Road. The Community Development Block Grant (CDBG) funds will be used to support Henderson County Habitat for Humanity’s Dodd Meadows residential development for moderate and low income persons in the County.

The project engineer, WGLA, bid the construction for the roads, waters and sewer portion of the Dodd Meadows project including the site prep work for the proposed community center on June 17<sup>th</sup>. As recommended by WGLA on the attached letter, JLS Company, LLC is presented to the Board for award of the construction contract for the infrastructure portion of this project. The proposed contract is for \$338,015.00 total. The CDBG funding will pay for \$185,600.00 of the total construction costs and Henderson County Habitat for Humanity will fund the remaining costs for construction above the grant funding.

No County matching funds are associated with the grant.

Motion:

*I move that the Board awards the construction contract for the infrastructure portion of Dodd Meadows Phase IIA to JLS Company, LLC and authorize staff to execute the required documents.*

**New Health Sciences Center Financing**

Upon completion of the required public hearing at the beginning of this meeting, the financing resolution prepared by the County’s Bond Counsel, Parker Poe Adams & Bernstein LLP, approves the installment financing contract and certain other related matters for the financing including the authorization of an official statement, authorization for the Chairman and Staff to execute the contract and deed of trust and also authorizes the Chairman and Staff to act on behalf the County in connection with any and all other transactions contemplated by the financing documents.

Staff is making is making an application to the Local Government Commission (LGC) for approval this month and expects to close on the project financing in mid-August.

*Motion:*

*I move that the Board of Commissioners approve the financing resolution contained in the proposed minute extract attached to this agenda item, which approves an installment financing contract and provides for certain other related matters for the financing, and that the wording in the minutes reflect that shown in the minute extract.*

**Non-Profit Performance Agreements**

Subsequent to the approval of the FY 2015-2016 Budget, staff has distributed the funding agreements to the non-profit agencies receiving County allocations.

**Funding Agreements**

1. Arts Council of Henderson County	\$ 8,325.00
2. Blue Ridge Literacy Council	\$ 10,000.00
3. Boys & Girls Club	\$ 10,000.00
4. Children & Family Resource Center	\$ 17,340.00
5. Community Partnership for Pets	\$ 50,000.00
6. Council on Aging	\$ 36,075.00
7. Free Clinics—Medifind	\$ 21,645.00
8. Free Clinics—Volunteer Program	\$ 6,000.00
9. Healing Place	\$ 35,000.00
10. Henderson County Heritage Museum	\$100,000.00
11. Hendersonville Little Theater	\$ 18,000.00
12. Housing Assistance Corporation	\$ 11,750.00
13. Interfaith Assistance Ministry	\$ 9,807.00
14. Mainstay	\$ 12,500.00
15. Mediation Center	\$ 10,500.00
16. Medical Loan Closet	\$ 4,625.00
17. Pisgah Legal Services	\$ 35,000.00
18. Special Needs Sports	\$ 5,000.00
19. United Way—211 Program	\$ 10,000.00
20. Vocational Solutions	\$ 41,625.00
21. WCCA—Transportation Program	\$ 11,100.00
22. WCCA—Medical Transportation Program	\$ 38,905.00

*Motion:*

*I move the Board authorize the Chairman to execute the funding agreements and, in doing so, authorize the release of the first of the aforementioned agencies’ quarterly allotments.*

**Baker-Barber Digitization Grant**

The late Jody Barber donated the Baker-Barber Photograph Collection to the Community Foundation of Henderson County in 1995 and subsequently named the Henderson County Public Library as steward of the collection. The collection consists of 2,875 glass plate negatives, approximately 450 prints and approximately 41,000 photographic negatives.

As steward the library is charged with safeguarding and preserving the collection and making it accessible to the public. Over the past 20 years the library, with the help of volunteers, has scanned and digitized 10,000 items within this collection. At the current rate it will take an additional 25 years to scan the remaining 35,000 images.

Library staff would like to submit a grant proposal to the Community Foundation in the amount of \$13,570 that would pay 2 contract employees to each work 15 hours per week for 40 weeks to scan 15,800 images, approximately ½ of those that are currently undigitized.

No matching funds are required.

Motion:

*I move that the Board approves submission of a Baker-Barber Digitization Grant in the amount of \$13,570 to the Community Foundation.*

**Approval of Contract**

The Tax Assessor/Collector Stan Duncan requests to enter into a contract with the Town of Saluda to bill and collect ad valorem taxes on behalf of the municipality for those tax bills having a taxable situs within the boundary and jurisdiction of the Town of Saluda and located in Henderson County.

Motion:

*I move the Board approves the contract with the Town of Saluda.*

**DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA**

*Commissioner Messer made the motion to approve discussion items as presented. All voted in favor and the motion carried.*

**Nominations**

Chairman Thompson opened the floor to nominations.

**1. Asheville Regional Housing Consortium – 1 vac.**

Commissioner Messer nominated Ken Perkins for position #1. *Chairman Thompson made the motion to accept the reappointment of Ken Perkins to position #1 by acclamation. All voted in favor and the motion carried.*

**2. Child Protection and Fatality Prevention Team – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**3. East Flat Rock Community Plan Advisory Committee – 2 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**4. EMS Peer Review Committee – 2 vac.**

Commissioner Messer nominated Matthew Spoon for position #12. *Chairman Thompson made the motion to accept the appointment of Matthew Spoon to position #12 by acclamation. All voted in favor and the motion carried.*

**5. Environmental Advisory Committee – 3 vac.**

Commissioner Lapsley nominated Phillip Ellis for position #4 and Elizabeth Curtis for position #6. *Chairman Thompson made the motion to accept the appointments of Phillip Ellis to position #4 and Elizabeth Curtis to position #6 by acclamation. All voted in favor and the motion carried.*

**6. Equalization and Review, Henderson County Board of – 2 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**7. Henderson Tourism Development Authority – 2 vac.**

Bob Williford with the Chamber of Commerce had nominated Jennifer Blankenship for position #9. Commissioner Lapsley nominated Robert Danos for position #3. *Chairman Thompson made the motion to accept the appointment of Jennifer Blankenship to position #9 and Robert Danos to position #3 by acclamation. All voted in favor and the motion carried.*

**8. Historic Resources Commission – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**9. Hospital Corporation Board of Directors/UNCH – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**10. Juvenile Crime Prevention Council – 9 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**11. Land-of-sky Regional Council – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**12. Library Board of Trustees – 2 vac.**

Commissioner Hawkins nominated Allison Reynolds for position #6. *Chairman Thompson made the motion to accept the appointment of Allison Reynolds to position #6 by acclamation. All voted in favor and the motion carried.*

**13. Mountain Area Workforce Development Board – 3 vac.**

Bob Williford with the Chamber of Commerce had nominated Anthony Carter for position #1. *Commissioner Messer made the motion to accept the appointment of Anthony Carter to position #1 by acclamation. All voted in favor and the motion carried.*

**14. Mountain Valleys Resource Conservation and Development Program – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**15. Nursing/Adult Care Home Community Advisory Committee – 5 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**16. Recreation Advisory Committee – 1 vac.**

Commissioner Edney nominated Jennifer Hensley for position #8. *Chairman Thompson made the motion to accept the appointment of Jennifer Hensley to position #8 by acclamation. All voted in favor and the motion carried.*

**17. Senior Volunteer Services Advisory Council – 3 vac.**

There were no nominations at this time and this item was rolled to the next meeting.



**ASHEVILLE AIRPORT UPDATE AND RETAINING WALL ISSUES**

Low Bleiweis, Airport Director at the Asheville Regional Airport, provided an update to the Board of Commissioners on the Asheville Airport.

Asheville Regional Airport continued to grow in 2014, breaking records and embarking on significant infrastructure development projects. The growth is a reflection of the vibrancy and strength of the Western North Carolina region. In 2014 the previous record of 2010 was broken. It was the busiest year in history serving 756,425 total passengers.

The Greater Asheville Regional Airport Authority Board members are Chair Bob Roberts, Vice-Chair Ray Bailey, Andrew Tate, Doug Tate, Jeffrey Piccirillo, and William Moyer.

Asheville Regional Airport offered a total of eleven non-stop destinations from Asheville in 2014 from Delta, American (US Airways) United, and Allegiant.

“Soar” commenced construction on a \$64 million project. It includes one new runway, one new taxiway, and forty-five new acres for aeronautical development.

The airport is doing well with between \$18 and \$19 million in its fund balance.

**Retaining Wall**

Commissioner Hawkins questioned corrective action being taken during a 25 year rain event and flooding.

Mr. Bleiweis explained that on June 21, 1.25 inches of rain fell at the airport in 45 minutes. Drainage equipment is being installed in phases. The new runway became a pool. Rain came so quickly it went over the drains. June 22 clean-up began. That afternoon they received another 2.1 inches of rain in 30 minutes, flooding the airport like never before. NCDENR designed 4 settlement ponds at 307,000 cubic feet for the project. The settlement ponds were built at 904,000 cubic feet.

NCDOT did not install drainage ditches at Ferncliff Drive and water ran onto Ferncliff Drive. Measures have been taken, ponds cleaned up, riff-raff reinstalled and grades were removed so that water could flow in with the design change. Three (3) inch pipes have been installed on the South end.

Commissioner Lapsley noted that Ferncliff Industrial Park is one of Henderson County’s main areas for economic development. He noted a wind shear tower located on the property and questioned when it was scheduled to be moved.

Mr. Bleiweis stated it is an FAA tower and plans are to move it by the end of the year. They are in the process of surveying a new site and working on a lease with Sierra Nevada.

**CHARTERS OF FREEDOM MONUMENT**

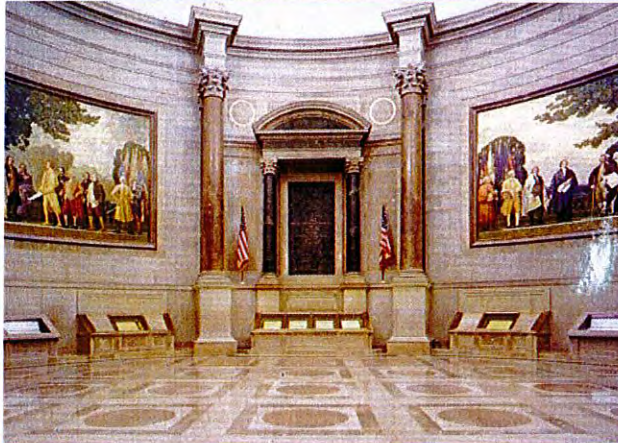
Steve Wyatt stated Foundation Forward is an education project building “Your Charters of Freedom” monuments that display The Declaration of Independence, The Constitution, and The Bill of Rights. Mr. Vance Patterson, with Foundation Forward Inc., gave a presentation on the process required to build the monuments.



The National Archives: Washington, DC



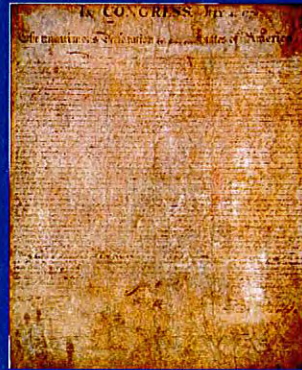
The Rotunda of The Charters of Freedom



The Declaration of Independence – The United States Constitution – The Bill of Rights

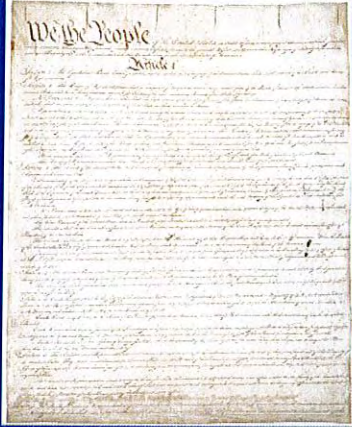


TOP VIEW LOOKING DOWN



THE DECLARATION OF INDEPENDENCE





THE CONSTITUTION



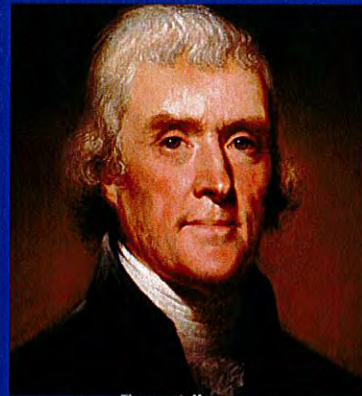
THE BILL OF RIGHTS



Benjamin Franklin

Founding Father of the United States

Author, Musician, Printer, Political Theorist, Politician, Postmaster, Scientist, Inventor, Sage  
January 17, 1706 - April 17, 1790,



Thomas Jefferson

3rd U.S. President

Author of the Declaration of Independence, President of the United States, Farmer, Inventor, Small  
Businessman - Manufacturer

BEN FRANKLIN AND THOMAS JEFFERSON  
IDEAS FOR EDUCATION

**PRIMARY LEVEL:** Teach our youth how to function in life.

- Reading
- Writing
- Math

**SECONDARY LEVEL:** Teach our youth how to survive in the world.

- Accounting
- Living Languages
- Geography
- History - Civics and Government
- Trades

**THIRD LEVEL:** Advanced education.

- Science
- Arts
- Professions
- Culture of Virtue

AN  
EDUCATIONAL  
PROJECT



### SCOPE OF PROJECT

Design and build replicas of the Charters of Freedom monument as exhibited in the National Archives Rotunda, Washington, D.C.

These monuments will be in communities across the country with prominent locations, high visibility, high foot traffic, and easy access for school children.

The Foundation: Reinforced, poured concrete.

The Structure: Reinforced, poured concrete covered by granite panels.

The panels will be 4" thick; rubbed and brushed.

The center panel will have the Charters of Freedom Seal on Polished Mesabi Black Granite



The center display will measure 12' x 4' x 3' 6" x 4'



Raised plaque for "rubbings."



Back side of the center monument will be a vault with a time capsule sealed inside.





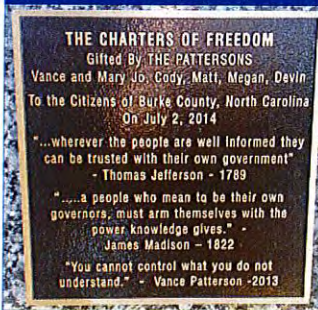
The side displays will measure 4'x4'x 3'6"x4'



Each of the six documents will be original size on .25" etched bronze, weighing over 60 lbs., and mounted 3" under a 1/4" sheet of laminated viewing glass.

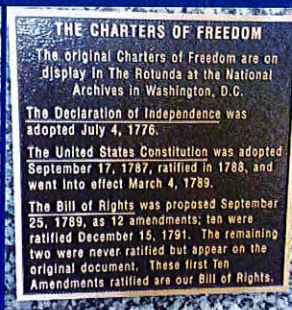
DEDICATION PLAQUE

(On the back of The Declaration of Independence)



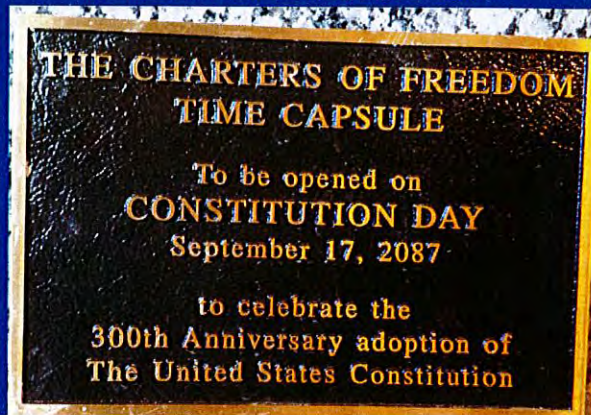
INFORMATION PLAQUE

(On the back of The Bill of Rights)



TIME CAPSULE PLAQUE

(On the back of The United States Constitution Lower left corner)



EDUCATION - CELEBRATION



Mr. Patterson feels this brings education to our children that they may not otherwise have a chance to see. The Foundation will set up a Board of Advisors to pick materials to be used.

It was consensus of the Board to direct staff to work with Mr. Patterson and move forward with the project, looking for a location here at the Historic Courthouse.

**FY2014-2015 TAX COLLECTOR'S SETTLEMENT; APPROVAL OF BOND AMOUNTS FOR TAX COLLECTOR/DEPUTY; FY 2015-2016 TAX ORDER FOR COLLECTION**

Stan Duncan stated it is time for the delivery of the tax receipts to the Henderson County Tax Collector (all references to the Tax Collector on this document and all subsequent attachments are to Tax Collector Stan Duncan); however before they can be delivered, the following must occur (pursuant to N.C.G.S. 105-352):

- (a) **PREPAYMENTS.** The Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director's satisfaction that all prepayments received have been deposited.
- (b) **SETTLEMENT.** The Tax Collector must make settlement with the Board of Commissioners for all taxes placed in his hands for collection for the past year.
- (c) **BOND.** The Board of Commissioners must approve the bond to be issued for the Tax Collector and Deputy Tax Collector for Delinquent Taxes.
- (d) **ORDER OF COLLECTION.** An Order of Collection must be adopted at today's meeting, which will charge the Tax Collector with the collection of FY 2015-2016 taxes, plus all outstanding delinquent taxes.

**Budget Ordinance for 2014-15FY**

**Section 1.B. Ad Valorem Tax Levy (page 3 of the Ordinance)**

Tax rate of \$.5136 per \$100 of assessed valuation, is based on an estimated total valuation of \$12,355,000,000.00.

Real Property:	\$10,450,000,000
Personal Property:	840,000,000
Public Service Co's:	<u>215,000,000</u>
Sub-Total Annual Billing:	\$11,505,000,000
Registered Motor Vehicles:	850,000,000
<b>TOTAL TAX BASE:</b>	<b>\$12,355,000,000</b>

Be it ordained by the Board of Commissioners of Henderson County, NC this 2<sup>nd</sup> Day of June 2014:

**Section 1.B. Revenues (pages 3 and 4 of the Ordinance)**

<u>Ad Valorem Taxes</u>	<u>\$ 62,688,780</u>
Current year general levy	\$ 60,768,780
<small>(\$12.355B x .005136 = \$63,455,280 x .97 = \$782,842)</small>	
Prior year taxes, interest and penalties	\$ 1,920,000

**1st Goal; Meet Budgetary Charge**

For the 2014-15FY; exceeded the charge of \$60,768,780.00, by \$2,587,429.82 in taxes collected.

- Collected a total of \$58,532,715.36 for Annual Taxes Billed (inclusive of real, personal, & public service; and excl. RMV's).
- Collected \$10,211.49 in RMV Taxes under legacy billing system.
- Collected \$4,813,828.97 in RMV Taxes under the new VTS system (*Tax & Tag Together Program*).

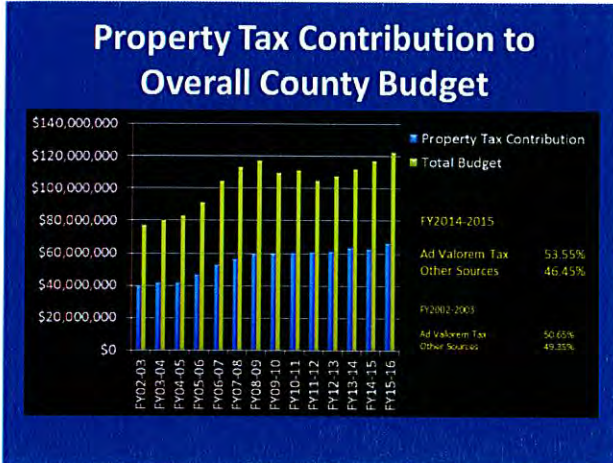
For delinquent taxes (uncollected taxes from prior year billings), Collected \$1,799,097.15  
 \$120,902.85 short of the \$1,920,000.00, charge.



2<sup>nd</sup> Goal; meet collection %

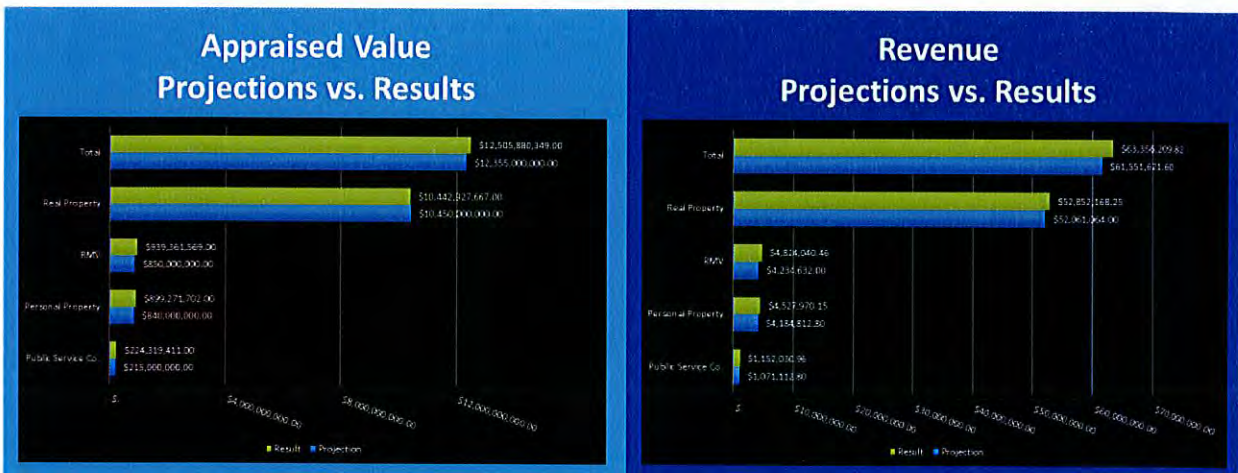
Meet the expected percentage of tax to be collected, as stated in the Budget Ordinance, of 97%.

Under current guidelines: 98.28% (Annual only)  
 RMV's only: 99.68%  
 With RMV's added: 98.39% (Aggregate)



Registered Motor Vehicle & Property Tax Collections

- Most significant change to the property tax program since the State adopted the market value assessment standard in 1973:
- Effective 1 September 2013, eight years after ratification by the NC General Assembly, Tag & Tax Together was implemented.
- Preliminary results for the 2014-15FY indicate a county-wide collection rate of 99.68%, with the county responsible for situs and value; and collections under the general purview of the NCDMV and its contracted license plate agencies.
- Additions to the delinquent tax levy from RMV's have been effectively eliminated, save for 2013-14FY and prior years.



N.C.G.S. 105-373. Settlements.

Per NCGS 105-373(a)(3)b. The tax collector shall be credited with:

1. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit;

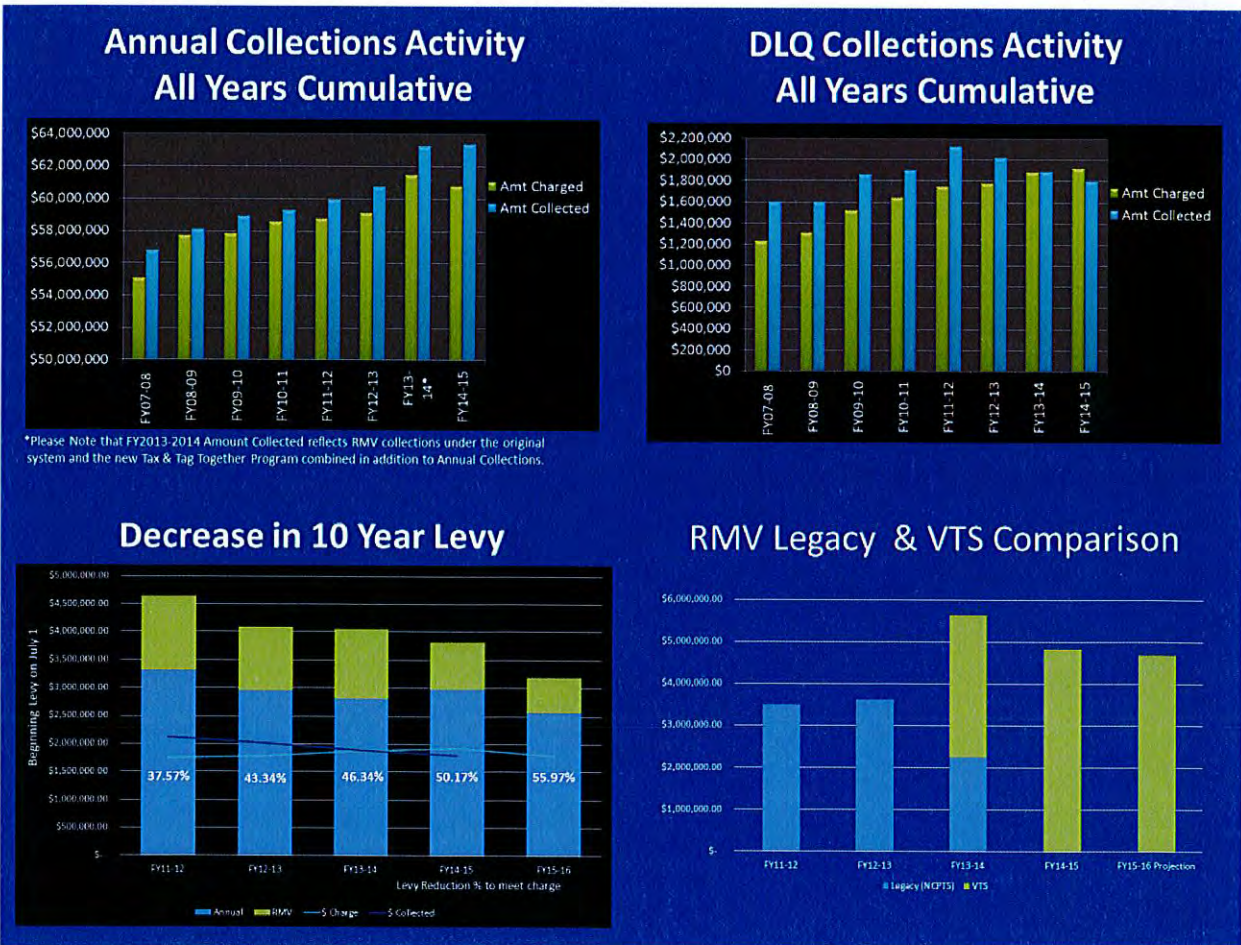


2. Releases duly allowed by the governing body;
3. The principal amount of taxes constituting liens on real property;
4. The principal amount of taxes included in the insolvent list determined in accordance with subdivision (a)(2), above;
5. Discounts allowed by law (not applicable for Henderson County);
6. Commissions (if any) lawfully payable to the tax collector as compensation; (not applicable for Henderson County), and
7. The principal amount of taxes for any assessment appealed to the Property Tax Commission where the appeal has not been finally adjudicated.

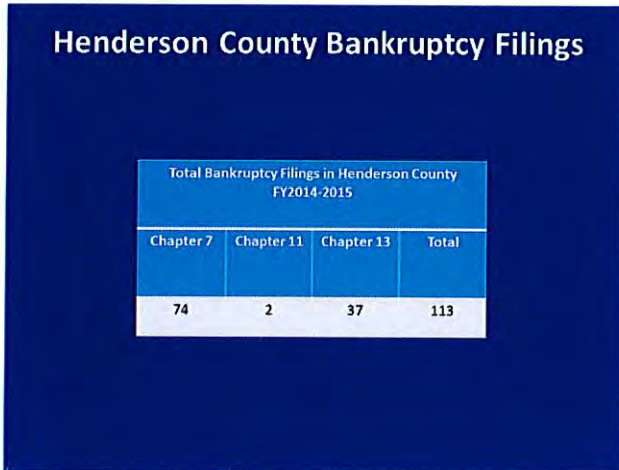
**Total Collected for 2014-15FY Taxes**

As of 30 June 2015, compared to the original charge as stated in the 2014-15FY Budget Ordinance, tax collections were:

- \$63,356,209.82 for 2014-15FY taxes;
- \$2,587,429.82 above the original annual levy charge:
  - \$58,532,169.36 from Annual Bills
  - \$10,211.49 collected under RMV legacy system
  - \$4,813,828.97 collected under Tax & Tag Together
- \$1,799,097.15 for delinquent taxes, fees, and interest \$120,902.85 below the delinquent charge, resulting in a net collections of:
  - \$2,466,526.97 above the Charge.

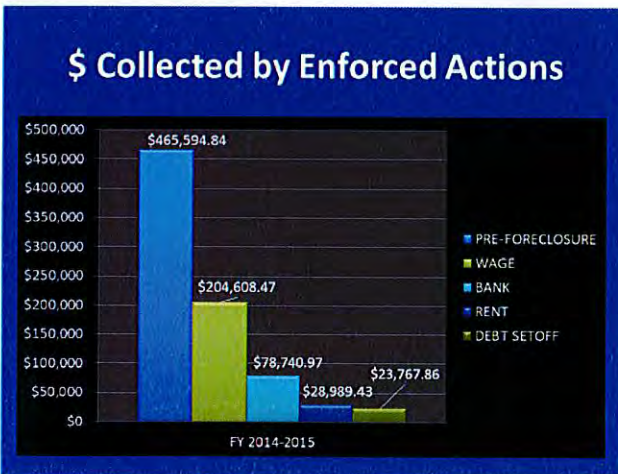






**Working with Property Owners**

- We strive for a payment plan that will work toward satisfying the delinquency and bring the taxpayer current in taxes owed the county.
- Payment Arrangements:
  - Number of arrangements FY 2014-2015: 47
  - Total revenue under arrangement: \$135,044.44



The Preliminary Report for FY2014-2015 along with the Settlement for Current-Year Taxes and Delinquent Taxes was provided. A list of all unpaid tax liens is available for your review in the Office of the Clerk to the Board.

As of the close of FY2014-2015, the Henderson County Tax Collector’s Office collected 98.28% of the annual tax bills, 91.67% of the motor vehicle tax bills processed by our legacy NCPTS system, and 99.68% processed through Tax & Tag Together, for an aggregate collection percentage of 98.39%.

The annual collection percentage, as reported, remains above the last reported state average of 97.34% for annual tax bills.

In accordance with N.C.G.S. 105-373(a)(1), the following Report was submitted:

Attached to the Report was (1) a list of the persons owning real property whose taxes for 2014 remain unpaid, along with the principal amount owed by each person; and (2) a list of the persons not owning real

property whose personal property taxes for 2014 remain unpaid, along with the principal amount owed by each person.

In compliance with N.C.G.S. 105-373(a)(3), provided hereto is a Report entitled "Settlement for Current Taxes for Fiscal Year 2014-2015" dated 15 July 2015 setting forth my full settlement for all taxes in my hands for collection for the fiscal year 2014-2015.

Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonably necessary.

#### Deputy Tax Collector Phyllis Henderson provided the FY 2014-2015 Progress Report regarding Delinquent Property Tax Collections

For the FY2014-2015, we have collected \$1,799,097.15 in prior-year taxes, plus all applicable fees and interest. At the close of this fiscal year, we have collected 99.44% of our prior-year (2013) annual tax bills (real property and listed personal property), and 99.8% for all previous years (including 2013 and years beyond our ten-year reach for enforced remedies.<sup>1</sup>

The responsibilities of the Deputy Tax Collector and staff include the monitoring and administration of statutorily-provided remedies used to collect delinquent tax. We have made a great deal of progress this year through the use of these remedies and are pleased to provide detailed information depicting this year's achievements:

1. Bank Attachments, Wage Garnishments, and Rent Attachments (pursuant to NCGS 105-368). This year (FY2014-2015) we have issued Enforced Collection Actions totaling \$801,701.57.<sup>2</sup> Of that amount, \$78,740.97 was collected by way of Bank Account Attachment; \$204,608.47 was collected via Wage Attachments; and \$28,989.43 was collected from Rent Attachments. Traditionally, North Carolina counties seek to satisfy delinquent taxes in the following order: bank attachments, then wage garnishments, then by other available means such as rent attachments. However, due to the lingering effects of the recent economic malaise that began in 2008, we have seen a decline in the number of bank accounts available for attachment, and requiring greater emphasis on wage garnishments, a slower satisfaction process but ultimately one resulting in full payment with less immediate adverse impact on the taxpayer's financial standing. Rent attachments are pursued only when the property is leased.
2. NC Debt Setoff Program (pursuant to NCGS Chapter 105A). The North Carolina Debt Setoff Program allows local government to collect outstanding debts by garnishing North Carolina State income tax refunds. Delinquent Tax Collections administers the Debt Setoff Program for the collection of property tax as well as debts owed to other county agencies. During FY2014-2015, Henderson County collected \$92,354.30 through the use of Debt Setoff.<sup>3</sup> Property Taxes account for \$23,767.86 of that total. Henderson County agencies using the Debt Setoff Program include EMS, the Health Department, and the Finance Department.
3. Payment Arrangements. We encourage taxpayers to enter into payment agreements prior to taxes becoming delinquent. During FY2014-2015, Delinquent Tax Collections entered into 47 payment agreements totaling \$135,044.44 in tax revenue.<sup>4</sup> One byproduct of past payment arrangements for satisfaction of delinquent taxes has been the emergence of voluntary pre-payments for current year taxes. Property owners/taxpayers wishing to alleviate the end-of-the-calendar year challenge of making one large payment are opting to make a series of smaller payments throughout the current

<sup>1</sup> NCPTS TR-401E Collection Report for periods dated 30 June 2015 for the FY2014-15, and all prior years.

<sup>2</sup> As derived from NCPTS Enforced Collections Activity Report for period 1 July 2014 to 30 June 2015

<sup>3</sup> NC Debt Setoff Detail Report (as provided by FiveStar Computing) for period 1 July 2014 to 30 June 2015

<sup>4</sup> Query of NCPTS data containing Arrangement flags as prepared internally as of 1 July 2015

calendar year. Our software allows for this payment option which provides greater control by the taxpayer to meet their property tax obligation.

4. North Carolina statutes provide for two separate means of pursuing satisfaction of delinquent taxes by means of foreclosure; in rem method and mortgage-style method. Real Property (land and improvements) contributes approximately 80-85% of the value comprising Henderson County's tax base.<sup>5</sup> Therefore, it stands to reason, Henderson County act assertively to preserve this revenue, and our foreclosure program serves to achieve this objective.

Prior to instituting a tax foreclosure, the statutes require us to first conduct a title examination of the subject property and send notices via certified mail to all persons having an interest in the property. In addition to the statutory requirements to which we are bound, we attempt to make telephone contact with the taxpayer and in every case, personally visit the taxpayer and/or the subject property. Additionally, we send pre-foreclosure notices to taxpayers as well as all mortgage holders as disclosed by the title examination. We post the properties when we docket a judgment against the property. During FY2014-2015 our office has continued a tracking program for properties that are in pre-foreclosure, and through this process, collected \$465,594.84 in taxes.<sup>6</sup> The diligence of our staff has resulted in more taxes being collected and less property having to be foreclosed upon.

In Rem Foreclosures (NCGS 105-375). Historically, Henderson County has been one of a relatively-few North Carolina counties administering tax foreclosures from start to finish without the assistance of outside attorneys. While we continue to hold the in rem method to be the first approach to consider for the majority of properties, complications affecting property title resulting from the recent real estate recession have demonstrated the need to reconsider the advantages of utilizing mortgage-style foreclosures in certain cases.

Mortgage-style Foreclosures (NCGS 105-374). We are currently exploring the possibilities – pro and con – of contracting with an outside law firm with proven experience working with North Carolina counties in using this method as provided by statute. For FY2014-15, no delinquent taxes were collected utilizing the mortgage-style foreclosure method.

5. Bankruptcy. While affording certain protections to the property owner/taxpayer, it is important for the office, on behalf of the county, to keep abreast of the statutes and procedural issues pertaining to bankruptcy. Proofs of Claim must be filed in a timely manner when appropriate, and tax bills involved in an active bankruptcy case must be carefully monitored and segregated to avoid violation of the automatic stay imposed by the Bankruptcy Court. Presently, there are 113 filings (and corresponding tax bills), amounting to \$52,622.91<sup>7</sup> that are involved in active bankruptcy cases. This is a significant decrease over last fiscal year. Chapter 7 remains the largest component with 74 cases, followed by Chapter 13 with 37 cases.

In prior years, our most difficult collection challenge rested with delinquent taxes on registered motor vehicles. FY2014-15 is the first full year of implementation of the NC Vehicle Tax System, also known as *Tag & Tax Together*. Under this new program, property taxes are paid at the time of initial registration or registration renewal. The current year collections on registered motor vehicles under *Tag & Tax Together* show a collection rate exceeding 99.68%. Previously, vehicle owners had often sold the vehicle or moved from the county sometimes before the original bills were mailed. Consequently, it is reasonable to presume the pool of delinquent motor vehicle bills (number and amount) will continue to decrease. The total prior-

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<sup>5</sup> 2011 Tax Base figures as compiled by the Henderson County Assessor

<sup>6</sup> As derived from NCPTS Enforced Collections Activity Report for period 1 July 2014 to 30 June 2015

<sup>7</sup> Query of NCPTS data containing Bankruptcy flags as prepared internally as of 1 July 2015

year (i.e., 2005-2014) sum of outstanding motor vehicle tax is \$618,534.77, which represents 19.34% of the total outstanding enforceable delinquent tax.<sup>8</sup> \$226,476.11 was collected from delinquent motor vehicles this year. As explained above, with the full implementation of Tag & Tax Together the pool of delinquent bills will continue to get smaller, resulting in it becoming more difficult to collect those remaining debts owed to Henderson County on registered motor vehicles from prior years.

The high collection rate on annual bills (real property, personal property, and public service companies), combined with the significantly higher collection rate on registered motor vehicles, and foretells a shrinking pool of delinquent accounts moving forward. This should be viewed as good news for the county. The more that can be collected on the front end without incurring additional interest and costs being applied for delinquency, the better for everyone, county government and the taxpaying public alike.

In closing, the progress relating to delinquent tax collections has truly been a team effort based on persistence, commitment, dedication and pride in carrying out our statutory charge.

<sup>1</sup> NCPTS TR401-E Collection report for period 1 July 2014 to 30 June 2015.

*Commissioner Hawkins made the motion that the Board approves the tax collector's settlement for Fiscal Year 2014-2015 taxes, and further approve the bonds, the order of collection and charge for collection to the tax collector for Fiscal Year 2015-2016 taxes. All voted in favor and the motion carried.*

#### **TOTAL BUILDING PACKAGE – HEALTH SCIENCES CENTER**

John Mitchell stated in order to meet scheduling requirements for Wingate University, the County hired Vannoy Construction (Vannoy) as Construction Manager at Risk for the Health Sciences Center.

The Construction Manager at Risk (CMR) process includes a Guaranteed Maximum Price (GMP) for the final building. The final GMP is determined by a series of attachments added to the Construction Manager at Risk Contract. So far, the Board has approved two attachments, GMP-1 and GMP-2.

The final GMP is a combination of bids accepted for the site work, steel, and the total building packages respectively.

GMP-3 is the total building package part of the final GMP. Prequalified sub-contractors submitted bids for the services included in the package in accordance with NC General Statute. Vannoy is recommending the selection of the lowest responsible bidders across the packages. GMP-3 is within the accepted Total Project Budget.

Architect Chad Roberson with Clark Nexsen stated the GMP includes contractor contingency and owner contingency.

County Manager Steve Wyatt stated that all partners are working together to assure adequate parking once the project is finished.

*Commissioner Lapsley made the motion that the Board of Commissioners approves the attachment, accept GMP-3, and direct staff to continue with the project. All voted in favor and the motion carried*

#### **CONTRACT AWARD AND UPDATE – 1995 COURTHOUSE SECURITY PROJECT**

##### **Phase 1 Construction Contract:**

Marcus Jones stated as directed by the Board during FY2016 budget discussions to implement the security portions of the 1995 Courthouse Renovations and Security Project, Staff released a Request for Proposals



(RFPs) on May 2015 to install cameras and access card locks based on the scope from the Feb 2014 Moseley Architect bid. The scope was reviewed and revised by the Sheriff's Courthouse staff and the County IT department. Also included in the scope is a maintenance contract for five years and a locking mechanisms for the front entrance. The RFPs were opened on June 29, 2015 with the following proposals:

Securadyne Systems:	\$177,071.84
Star Asset Security:	\$222,847.43
Tyco Integrated Security:	\$158,250.92

The proposals are available for review at the following site:

<http://www.hendersoncountync.org/rfp/index.html>

Upon review of the proposals, Staff recommends that the Board award the contract to Tyco Integrated Security at \$158,250.92. Tyco has successfully performed work for Henderson County in the past to include the Law Enforcement Center which this system is specified to be compatible. In addition, staff recommends \$10,000 for construction contingency for a total project budget of \$168,250.92.

The budget for this contract has been approved by the Board under the following capital project: 1995 Courthouse Renovations and Security Project. The project's current balance before phase 1 is \$917,493.78.

**Phase 2 Update:**

The scope of phase 2 consists of the parking lot improvements to the North and South lots of 1995 Courthouse as Moseley bid in Feb 2014. This scope was reviewed by the Sheriff's current Courthouse staff and the County's IT Department. An RFP for this phase was also released on May 29, 2015. Staff did not receive any bids for the phase and have subsequently released the RFP again. Staff expects to bring the results of the RFP to the Board in August.

**Phase 3 Update:**

The scope of phase 3 could consist of the remaining security elements of the unsuccessful Moseley bid from Feb 2014. The first element is moving the public entrance from the North door of the Courthouse back to the front (west) entrance; this would include replacement of security equipment that the Sheriff's staff report to be beyond its useful life. Additionally, this phase would install new doors within the Courthouse to establish a threshold between the public and staff.

Engineering staff would like confirmation from the Board to pursue this phase. Due to building code requirements, this work will require a Professional Architect. From the cost estimation and previous bid results, staff feels that all three phases can be accomplished well within the remaining budget of \$917,493.78. However, due to the time since the Feb 2014 bid and the recent cost increases in the construction industry, staff would like to confirm this with an Architect and bring back to the Board a proposal for Architectural Services and a project budget for phase 3.

Solutions for Local Government will do a needs assessment for the Tax Department to see what is needed now and in the future.

*Commissioner Lapsley made the motion that the Board of Commissioners awards the construction contract for Phase 1 of the 1995 Courthouse Security Project with Tyco Integrated Security, LLC for \$158,250.92 with \$10,000 contingency and authorize the County Engineer to execute the required documents. Also, direct the County Engineer to present to the Board an architectural services agreement for phase 3 of the project. All voted in favor and the motion carried.*



## **CONSTRUCTION CONTRACT AWARD AND UPDATE – TUXEDO PARK RESTROOM PROJECT**

### **Construction Contract:**

Marcus Jones stated as directed by the Board with the approval of the FY2016 budget, the Green River Community Association, staff and local architect Tamara Peacock Company, designed and informally bid a restroom facility for Tuxedo Park. The design is based on the facilities at Jackson Park and East Flat Rock.

Proposals were received on June 30, 2015 with the following four responsive bids:

Allison Contractors:	\$145,680.00
Dunlap Construction:	\$134,100.00
H&M Construction:	\$173,878.00
Owle Construction:	\$184,654.00

The proposals are available on the County's website: <http://www.hendersoncountync.org/rfp/index.html>

Staff recommends awarding the construction contract to Dunlap Construction for \$134,100 plus the alternate to include a flag pole with lights for additional \$800 for a total contract of \$134,900. Additionally, \$10,000 would be an appropriate construction contingency. Due to concerns regarding the cost of the facility, the RFP identified possible alternates to reduce the scope and cost of the facility. These alternates for Dunlap Construction's proposal are as follows:

- G-1 Delete masonry veneer, add 4 courses of split face CMU (concrete masonry block), and paint standard block above. Deduct \$5,000.00
- G-2 Delete standing seam metal roof, snow guards and manufacturer approved vapor barrier. Deduct \$2,120.00
- G-3 Substitute vista brick glass block. Deduct \$600.00
- G-4 Delete CMU walls and partitions. Substitute (wood framing). Add \$2,000.00

Staff does not recommend including alternates G1 through G4. The approved budget for the project is \$175,000.

*Commissioner Messer made the motion that the Board of Commissioners awards the construction contract for the Tuxedo Park Restroom project to Dunlap Construction for \$134,900 with \$10,000 contingency and authorize the County Engineer to execute the required documents. All voted in favor and the motion carried.*

## **DEISIGNATION OF VOTING DELEGATE TO NCACC ANNUAL CONFERENCE**

The North Carolina Association of County commissioners (NCACC) has requested that the Board of Commissioners designate a Voting Delegate to the 108<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Pitt County, N.C., on August 20-23, 2015.

*Commissioner Hawkins made the motion that the Board designate Tommy Thompson as Henderson County's voting delegate to the NCACC Annual Conference. All voted in favor and the motion carried.*

## **SOCIAL SERVICES' INFORMATIONAL UPDATE**

The Department of Social Services provides quarterly informational updates to the Board of Commissioners regarding various Social Services issues. The July 2015 update, provided by DSS Board Member Gary Cyphers, provides an informational presentation on the on-going barriers faced by families and DSS in trying to reunify children in foster care with their parents.

Management Assistance for *Child Welfare, Work First, and Food & Nutrition Services* in North Carolina



<http://ssw.unc.edu/ma/>

Federal measures of state child welfare agency performance are monitored through the Child and Family Services Review (CFSR) process. The first round of CFSRs began in 2000 with a set of federal measures to assess safety and permanency outcomes. In 2006, in preparation for the second round of reviews, the permanency measures were changed from individual measures to composite measures. There are 17 measures broken into 4 composite scores.

MEASURE	Explanation
C1 - 1: Exits to reunification in less than 12 months	What percent were reunified in less than 12 months from the date of the latest removal from home?
C1 - 2: Exits to reunification, median stay	What was the median length of stay (in months) from the date of the latest removal from home until the date of discharge to reunification?
C1 - 3: Entry cohort reunification in < 12 months	What percent were discharged from FC to reunification in less than 12 months from the date of the latest removal from home?
C1 - 4: Re-entries to foster care in less than 12 months	What percent re-entered FC in less than 12 months from the date of discharge?

For Period January 1, 2014 to December 31, 2014

C1 - 1: Exits to reunification in less than 12 months

National Median	National 75th/25th Percentile	NC	Medium	Judicial_Dist _29B	Henderson
69.90% or more	75.20%	57.25% = 1303/ 2276	56.58% = 598/ 1057	50.00% = 23/46	48.00% = 12/25

CY 2013 Henderson 57.69% = 15/26

C1 - 2: Exits to reunification, median stay

National Median	National 75th/25th Percentile	NC	Medium	Judicial_Dist _29B	Henderson
6.5 months or less	5.4 months	9.99	10.78	10.83	12.35



C1 - 3: Entry cohort reunification in < 12 months

National Median	National 75th/25th Percentile	NC	Medium	Judicial_Dist _29B	Henderson
39.40% or more	48.40%	23.68% = 612/2585	24.75% = 268/1083	20.00% = 12/60	17.39% = 8/46

C1 - 4: Re-entries to foster care in less than 12 months

National Median	National 75th/25th Percentile	NC	Medium	Judicial_Dist _29B	Henderson
15.00% or less	9.90%	6.25% = 152/2433	5.48% = 62/1132	7.35% = 5/68	5.71% = 2/35

Key Impacting Variables

- Substance Abuse
- Mental Health
- Domestic Violence
- Housing

How many children in the child welfare system have a parent in need of substance abuse treatment?

- Between 60–80% of substantiated child abuse and neglect cases involve Substances by a custodial parent or guardian (Young, et al, 2007)
- 61% of infants, 41% of older children who are in out-of-home care (Wulczyn , Ernst and Fisher, 2011)
- 87% of families in foster care with one parent in need of treatment; 67% with two parents in need (Smith, Johnson, Pears, Fisher, DeGarmo, 2007)

What is HCDSS doing to address these issues?

- Analysis of Data
- Work with Smoky Mountain Center and Family Preservation Services to Identify an Alternative Approach to Substance Abuse Treatment
- Planned Implementation of Family Centered Treatment Services
- Collaboration with Rutherford, Polk and Transylvania County DSS to identify joint solutions
- Looking at In-Home (Pre-Removal) Services

**COUNTY MANAGER’S REPORT**

County Manager Steve Wyatt stated there was potential conflict with the NCACC Conference and the August mid-month meeting. He suggested possibly cancelling the meeting.

**IMPORTANT DATES**

**Cancellation of August 19, 2015 Board meeting**

*Chairman Thompson made the motion to cancel the mid-month, August 19, 2015 regular meeting of the Board of Commissioners. All voted in favor and the motion carried.*

**Set Public Hearing for Rezoning Application #R-2015-02 Larry Hill and Melinda Holbert**

Rezoning Application #R-2015-02, which was initiated on June 17, 2015 requests the County rezone approximately 0.47 acres of land (thereafter the “Subject Area”) from a Local Commercial (LC) zoning



district to a Residential Two Rural (R2R) zoning district. The subject area is located at the intersection of Piney Mountain Road and Stepp Mill Road.

The Henderson County Technical Review Committee and Planning Board will review the rezoning application and make a recommendation at its July meetings.

*Chairman Thompson made the motion that the Board schedules a public hearing for rezoning application #R-2015-02 for Monday, August 3, 2015, at 5:30 p.m. All voted in favor and the motion carried.*

**CANE CREEK WATER & SEWER DISTRICT**

*Commissioner Messer made the motion for the Board to convene as Cane Creek Water & Sewer District Board. All voted in favor and the motion carried.*

Please see separate minutes for Cane Creek Water and Sewer District.

*Commissioner Messer made the motion to adjourn as the Cane Creek Water & Sewer District Board and reconvene as the Henderson County Board of Commissioners. All voted in favor and the motion carried.*

**CLOSED SESSION**

The Board is requested to go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(5), to establish, or to instruct the staff or agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

*Commissioner 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.*

**ADJOURN**

*Commissioner Messer made the motion to go out of closed session and adjourn at 1:00 p.m. All voted in favor and the motion carried.*

Attest:

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Teresa L. Wilson, Clerk to the Board

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Thomas H. Thompson, Chairman

# Certificate of Recognition

by the  
Henderson County Board of Commissioners



This certificate is awarded to

**Haley Gilbert**




In recognition of achieving the Girl Scout Gold Award

  
Grady H. Hawkins, Commissioner

  
William G. Lapsley, Commissioner

  
Michael Edney, Commissioner

  
Charles D. Messer, Vice-Chairman

  
Thomas H. Thompson, Chairman

July 15, 2015



STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**AGREEMENT**

THIS AGREEMENT is made and entered into this the 21 day of JULY, 2015 (the "Effective Date"), by and between the County of Henderson, a body politic and corporate of the State of North Carolina, (hereinafter "the County") and Meritor Heavy Vehicle Systems, LLC, a Delaware limited liability company (hereinafter "the Company").

**WITNESSETH:**

Whereas, the County is a body politic and corporate having the capacity to contract under N.C.G.S. § 153A-11; and

Whereas, the Company is a Delaware limited liability company authorized to do business in North Carolina, having the capacity to contract; and

Whereas, the Company currently operates a plant in Henderson County on United States Highway 25 near Fletcher, North Carolina (the "Facility"); and

Whereas, the Company has been considering acquiring and installing new equipment in its operations in Henderson County, which if it occurs is estimated by the Company to result in a capital investment by the Company of not more than Thirty Million Dollars (\$30,000,000.00) in new equipment or other personal property (the "Capital Investment") over four (4) years, in an attempt to preserve the full-time jobs at the Facility, which are at risk of being lost to a sister plant of the Company; and

Whereas, the Company has stated that it is competing with one or more sister plants of the Company for the location of the equipment constituting the Capital Investment proposed to be located in its plant in Henderson County; and

Whereas, the Company requested assistance from the County in the form of economic incentives to offset the acquisition costs associated with the Capital Investment, and to assist them in their competition with their sister plants to bring the Capital Investment to the Henderson County plant; and

Whereas, in reliance upon the Company's representations to the County concerning the Capital Investment, the County set a public hearing for July 15, 2015, and in further reliance upon the Company's representations to the County, duly advertised in the Hendersonville Tribune, a newspaper having daily general circulation in Henderson County, on July 2, 2015, of the County's intent to consider granting economic incentives to the Company consisting of assistance with the expenses associated with the Capital Investment in a total amount not to exceed Three Hundred Sixty-Five Thousand Nine Hundred Forty Dollars and No Cents (\$365,940.00) (the "Economic Incentives") to be reimbursed to the Company over a period of seven (7) years from each year's installment of the Capital Investment; and

Whereas, the County has the authority under N.C. Gen. Stat. § 158-7.1(a) to assist industries in the expenses associated with the Capital Investment where the assistance will stimulate the local

economy, will promote business, and benefit the public by generating additional tax revenue for the County; and

Whereas, the County has determined after a duly advertised public hearing held on July 15, 2015, that the Capital Investment would benefit the public in Henderson County and the county by generating an additional Thirty Million Dollars (\$30,000,000.00) in taxable capital property, real or personal; and

Whereas, the County is willing to grant Economic Incentives to the Company and the Company is willing to complete the Capital Investment, all upon and subject to the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and promises and obligations contained herein below, the parties agree as follows:

### Obligations of the Company

1. The Company shall acquire and install new equipment in the Facility. The acquisition and installation of new equipment or new taxable personal property shall result in a capital investment by the Company in a targeted amount of approximately \$30,000,000.00, in accordance with the below schedule, that will be taxable by the County pursuant to N.C. Gen. Stat. §105-274. This requirement to make the Capital Investment in accordance with such schedule is hereinafter referred to as the "Capital Investment Requirement." It is understood and agreed by both parties to this Agreement that the Henderson County Assessor will make an independent valuation of all such property constituting the Capital Investment for *ad valorem* tax purposes at its true value in money (defined as fair market value in N.C. Gen. Stat. §105-382) as required by N.C. Gen. Stat. §105-382. In the event the Company disagrees with the independent valuation placed upon the Capital Investment by the Henderson County Assessor, the Company shall have the right to appeal such valuation to the Henderson County Board of Equalization and Review and to the North Carolina Property Tax Commission in accordance with the North Carolina General Statutes.

2. The Company intends to complete the Capital Investment Requirement as follows:

Year	Capital Investment in Equipment or Other Taxable Personal Property
2015	\$7,500,000.00
2016	\$7,500,000.00
2017	\$7,500,000.00
2018	\$7,500,000.00

If, in any year in the Company's Capital Investment exceeds that year's Capital Investment Requirement, then such surplus amount shall be applied to the Company's Capital Investment Requirement in the succeeding year up to the Capital Investment Requirement for such year. Any remaining surplus amount will be applied to the succeeding year Capital Investment Requirement and so forth. If, in any year, the Company's Capital Investment is less than the Capital Investment Requirement, then such shortfall shall be applied to the Company's Capital Investment Requirement in the succeeding year, but in any running two-year period the Company will meet the two-year combined Capital Investment Requirement shown in the table, above, for such two years (the "Two Year Capital Investment Requirement"). In the event the Company fails to complete the Capital Investment Requirement on or before December 31, 2018 or any Two Year Capital Investment

Requirement, then the County shall have no further obligations to pay any further installments on the Economic Incentive after such date.

3. For each year of this Agreement that the Company is eligible for Economic Incentives, Company shall list the Capital Investment as required by the Henderson County Assessor's Office, and the Capital Investment shall be depreciated pursuant to the Henderson County Assessor's Office guidelines in existence at the time of listing. Company shall pay to the County directly (or possibly indirectly under certain lease terms if the Capital Investment constitutes leased property) the *ad valorem* property tax on the Capital Investment by January 1 of the year after it is listed, as set forth in the County's annual personal property tax bill. The annual amount of *ad valorem* personal property taxes paid to the County for a particular *ad valorem* property tax year related to items comprising the Capital Investment shall constitute such year's capital investment taxes (the "Capital Investment Taxes").

4. Not later than March 31 of each year from 2016 through 2019, the Company shall certify in writing by one authorized to execute contracts on behalf of Company to the County that the previous year's Capital Investment Requirement has been completed (hereinafter referred to as the "Capital Investment Certification"). The Company shall include with each Capital Investment Certification evidence that such year's installment of the Capital Investment has been completed and made by the Company. Such evidence shall consist of the Company's annual personal property tax return, which will reasonably prove that the obligations set forth herein for such year have been met by the Company. In the event that the Company fails to provide any year's Capital Investment Certification and evidence required by the terms of this Paragraph to the County within the time frame specified, demonstrating the compliance with the terms of the Capital Investment Requirement or Two Year Capital Investment Requirement, this Agreement shall be deemed terminated and the County may terminate the Agreement and shall have no further obligation to pay installments on the Economic Incentives.

5. The Company agrees that during Company's regular business hours and upon reasonable notice, any duly authorized representative of the County shall have access to and the right to reasonably inspect, copy, audit, and examine all of the books, records, and other documents relating to the fulfillment of this Agreement during the Term.

6. Not later than March 31, 2016, and by not later than March 31 of each year through and including 2023, the Company shall provide to the County in writing, executed by one authorized to execute contracts on behalf of the Company, a certification (the "Employment Certification") that the Company directly employs (and not through any temporary or contract employment agency) no fewer than 441 employees (which number the Company represents is 95% of its current full-time direct employee positions in the Facility) in the Facility, all paid at least the same average wage rate and benefits for such positions in the Facility at this time.

a. As a part of the Employment Certification, the Company shall provide the County with a list of the full-time positions at the Facility as of the date of this Agreement, the average wage rate for such positions, and a summary of the other employment benefits received by the persons in those positions. The reporting of the Employment Certification shall be on substantially identical forms to those used for North Carolina's Job Development Investment Grants program.

b. It is expressly the intent of the parties, and the primary inducement for the County in making this Agreement, that at least ninety-five percent (95%) of the current

directly-employed full-time employees of the Company retain their employment on the terms as stated in this Paragraph 6 (at least same average wage and benefits), unless such full-time employee is no longer employed by Company due to attrition (i.e., resignation, retirement or death) or is discharged by the Company under circumstances where such employee is disqualified for unemployment insurance benefits under North Carolina law. For avoidance of doubt, the terms of Paragraph 6 shall not apply to any new hires of the Company.

#### Obligation of the County

7. Upon the fulfillment of the Company's requirements hereunder for each year, the County shall reimburse the Company for actual costs incurred by the Company that are associated with the Capital Investment (including but not limited to purchasing and installing equipment and training of personnel) (hereinafter "Capital Investment Costs"), up to an amount not to exceed fifty percent (50%) of each year's Capital Investment Taxes, (the "Economic Incentives"), for a total of seven (7) years from each year's installment of the Capital Investment; provided however, such cumulative reimbursement, constituting the Economic Incentives, shall not over the life of this Agreement exceed Three Hundred Sixty-Five Thousand Nine Hundred Forty Dollars and No Cents (\$365,940.00). The first annual installment shall be due and payable on the December 31st first following the receipt by the County of the (i) Capital Investment Certification and (ii) the Employment Certification, both required by the terms hereof. The County shall not pay any interest to the Company on any portion of the Economic Incentives paid to the Company by the County pursuant to the terms of this Agreement.

#### Miscellaneous

8. The Company shall indemnify and hold the County harmless against any and all occurrences associated with the Capital Investment. The terms of this paragraph shall survive any termination of this Agreement, or any determination or event rendering this Agreement null and void.

9. The term of this Agreement shall run from the Effective Date through midnight, December 31, 2023 (the "Term").

10. If the Company shall fail in any year to either (a) make such year's installment of the Capital Investment unless the Company succeeds in meeting the Two Year Capital Investment Requirement and demonstrate the same through the Capital Investment Certification required hereunder, or (b) maintain the full-time employment at the Facility of a number of employees which is at least nine-five percent (95%) of the number of full-time employees employed by the Company at the Facility as of the Effective Date and demonstrate the same through the Employment Certification required hereby, then this Agreement shall be deemed terminated, and the County shall have no further obligations hereunder, including but not limited to the obligation to pay any further installments on the Economic Incentives.

11. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers, nor as a donation or a lending of the credit of the County within the meaning of the State Constitution. This Agreement shall not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the County's sole discretion for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge

or to create a lien on any class or source of the County's moneys, nor properties, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County governing body. To the extent of any conflict between this Paragraph and any other paragraph of this Agreement, this Paragraph shall take priority.

12. The Company shall be entirely responsible for, and shall bear all risk of loss associated with the Capital Investment and with the employment of employees. Further, in the event that the assistance provided by the County hereunder, or any party thereof, is deemed by a court of competent jurisdiction to be *ultra vires* or not authorized by the laws or constitution of the State of North Carolina, the Company shall promptly refund all amounts paid hereunder by the County to the County. This Paragraph shall survive the expiration or termination of this Agreement.

13. This Agreement shall bind all successors and assigns of the Company; however, neither this Agreement, nor the right to payment under the terms of this Agreement, may be assigned by the Company, or otherwise used as collateral for any obligations of the Company, financial or otherwise without the expressed written consent of the Henderson County Board of Commissioners.

14. This Agreement shall be governed by the laws of the State of North Carolina.

15. The Company and County represent and warrant to the other that the Company will comply with all applicable local, State, and Federal laws in carrying out the obligations incurred by the Company under the terms of this Agreement.

16. Any written notice or written certification or payment required by the terms of this Agreement shall be deemed given if delivered in person, or mailed certified mail, return receipt requested to the persons named below:

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

To the Company: Meritor Heavy Vehicle Systems, LLC  
1000 Rockwell Drive  
Fletcher, North Carolina 28732  
Attn: Director of Operations and Axles

with a copy to: Meritor, Inc.  
2135 West Maple Road  
Troy, Michigan 48084  
Attention: Office of the General Counsel

provided, however, that if either party shall have designated a different address by notice to the other given as provided above, then to the last address so designated.

17. In the event any term, covenant or condition of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. The provisions hereof shall inure to the benefit of and bind the parties hereto and their respective heirs, successor and assigns. This document shall be considered to have been prepared equally by the parties hereto and shall not be construed more strictly against either of them. The provisions hereof shall be liberally construed to give effect to their apparent intent.

19. This Agreement constitutes the entire agreement of the parties hereto and may not be modified or canceled except pursuant to the terms hereof or an instrument in writing signed by the parties hereto.

20. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single instrument.

21. Any provision herein contained which by its nature and effect is required to be observed, kept, or performed after the execution of this Agreement shall survive said execution and remain binding upon and for the benefit of the parties until fully observed, kept, or performed. Provided however, that all provisions of this Agreement which by their terms survive any termination of this Agreement shall survive indefinitely.

22. This Agreement is intended to benefit the parties hereto only, and therefore no third party shall have any rights under this Agreement, or be deemed a third party beneficiary.

23. This Agreement shall be effective after it has been duly executed by the two parties, the effective date being the date above first written.

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(The remainder of this page was left blank intentionally.)



Now, therefore, the two parties have caused this Agreement to be duly approved and duly executed in triplicate, each to have the force and effect of an original as of the date and year above first written.

COUNTY OF HENDERSON



BY:

Thomas H. Thompson

THOMAS H. THOMPSON, Chairman  
Board of Commissioners

Attest: (County Seal)

Cleresa L. Wilson

Clerk to the Board

MERITOR HEAVY VEHICLE SYSTEMS, LLC

Attest: (Corporate Seal)

BY:

Wayne Watson  
WAYNE WATSON

\_\_\_\_\_  
Secretary

MICHIGAN  
STATE OF NORTH CAROLINA  
County OF ~~HENDERSON~~ MACOMB

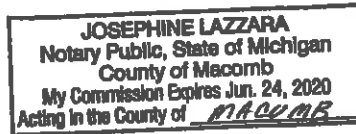
I, JOSEPHINE LAZZARA, Notary Public for said County and State, certify that WAYNE WATSON, personally came before me this day and acknowledged that he/she is GENERAL MANAGER ~~Secretary~~ to Meritor Heavy Vehicle Systems, LLC. a Delaware limited liability company, authorized to do business in North Carolina, that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its, sealed with its corporate Seal, and attested by him/herself as its \_\_\_\_\_ Secretary.

Witness my hand and official seal, this the 21<sup>st</sup> day of July, 2015.

(Official Seal)

Josephine Lazzara  
Notary Public

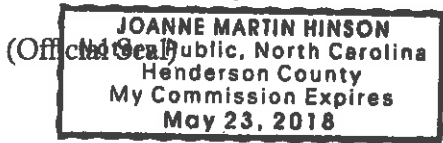
My Commission expires 6/24, 2020.



STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, JoAnne Martin Hinson, Notary Public for said County and State, certify that Teresa L. Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a body politic and corporate and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the 15<sup>th</sup> day of July, 2015.



JoAnne Martin Hinson  
Notary Public

My Commission expires May 23, 2018.

**EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS**

A regular meeting of the Board of Commissioners of the County of Henderson, North Carolina, was duly held on July 15, 2015 at 9:00 a.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Chairman Thomas H. Thompson presiding.

The following members were present: Chairman Thomas H. Thompson; Vice-Chairman Charles Messer; J. Michael Edney; Grady Hawkins; William G. Lapsley.

The following members were absent: None

\* \* \* \* \*

The Finance Director of the County of Henderson, North Carolina (the "*County*") reported to the Board of Commissioners of the County (the "*Board*") that notice of a public hearing was published on July 1, 2015, stating that the Board would hold a public hearing at 9:00 a.m. on July 15, 2015 to receive public comments on the proposed execution and delivery by the County of (1) an installment financing contract in a principal amount not to exceed \$34,000,000 (the "*Contract*"), the proceeds of which would be used to finance all or a portion of the costs to acquire, construct and equip a Joint Health Education Center in the County (the "*Project*"), and (2) a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") under which the County would grant a lien on the County's fee simple interest in the real property on which the Project will be located, together with the improvements thereon, as may be required for the benefit of the entity providing the funds to the County under the Contract.

The Chairman of the Board then announced that the Board would hear anyone who wished to be heard on the questions of the proposed Contract, the Deed of Trust and the Project to be financed thereby.

**No one spoke at the public hearing.**

Commissioner Hawkins moved that the public hearing be closed. After the closing of the public hearing, Commissioner Hawkins moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted, by reading the title thereof (further reading waived without objection):

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON,  
NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND  
PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

*WHEREAS*, the County of Henderson, North Carolina (the “*County*”) is a political subdivision validly existing under the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

*WHEREAS*, the County has the power, pursuant to the General Statutes of North Carolina, to (1) purchase real and personal property, (2) enter into installment purchase contracts to finance the purchase or improvement of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased or improved to secure repayment of the purchase price;

*WHEREAS*, the Board of Commissioners of the County (the “*Board*”) has previously determined that it is in the best interest of the County to enter into an Installment Financing Contract dated as of August 15, 2015 (the “*Contract*”) with the Henderson County Governmental Financing Corporation (the “*Corporation*”) in order to (1) finance all or a portion of the capital costs of the acquisition, construction and equipping of a Joint Health Education Center in the County (the “*Project*”), and (2) to pay certain costs incurred in connection with the execution and delivery of the Project;

*WHEREAS*, to secure its obligations under the Contract, the County will execute and deliver a Deed of Trust, Security Agreement and Fixture Filing dated as of August 15, 2015 (the “*Deed of Trust*”), granting a lien on the County’s fee simple interest in the real property on which the Project will be located, together with the improvements thereon;

*WHEREAS*, the Corporation will execute and deliver an aggregate principal amount not to exceed \$34,000,000 of its Limited Obligation Bonds (County of Henderson, North Carolina), Series 2015 (the “*Bonds*”), evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

*WHEREAS*, in connection with the sale of the Bonds to PNC Capital Markets LLC and, and, if necessary, another financial institution to be selected by the Finance Director (collectively, the “*Underwriters*”), the Corporation will enter into a Contract of Purchase to be dated on or about August 12, 2015 (the “*Purchase Contract*”) between the Corporation and the Underwriters relating to the Bonds, and the County will execute a Letter of Representation to the Underwriters (the “*Letter of Representation*”);

*WHEREAS*, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) an Indenture of Trust dated as of August 15, 2015 (the “*Indenture*”) between the Corporation and U.S. Bank National Association, as trustee; and
- (3) the Letter of Representation.

*WHEREAS*, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been presented to the Board, and a final Official Statement relating to the Preliminary Official Statement (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the County;

*WHEREAS*, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

*WHEREAS*, the Board conducted a public hearing on July 15, 2015 to receive public comment on the proposed Contract and the transactions contemplated thereby; and

*WHEREAS*, the County has filed an application to the LGC for approval of the Contract;

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AS FOLLOWS:***

Section 1. ***Ratification of Instruments.*** All actions of the County, the Chairman of the Board (the “*Chairman*”), the Clerk to the Board (the “*Clerk*”), the County Manager, the Finance Director, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and of the final Official Statement by the Underwriters in connection with the sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Chairman, the County Manager and the Finance Director are each hereby authorized and directed, individually and collectively, to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as each may approve.

Section 3. ***Authorization to Execute the Contract.*** The County approves the financing of the Project in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Chairman, the Clerk and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County’s approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all

such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. **Authorization to Execute the Deed of Trust.** The County approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Chairman, the Clerk and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content of the Deed of Trust presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board. From and after the execution and delivery of the Deed of Trust, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. **Letter of Representation.** The form and content of the Purchase Contract are hereby approved in all respects, and the County Manager or the Finance Director is authorized to execute the Letter of Representation for the purposes stated therein.

Section 6. **County Representative.** The Chairman, the County Manager and the Finance Director are hereby designated as the County's Representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Chairman, the County Manager and the Finance Director are authorized, individually and collectively, to proceed with the transactions contemplated by the Contract in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated by this Resolution as required by law. The County's representatives or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Preliminary Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary or appropriate to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution. Without limiting the foregoing, the Finance Director is hereby authorized and directed to select one or more financial institutions to serve as an additional Underwriter for the Bonds if the Finance Director determines, in his discretion, that such an appointment is necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 7. **Severability.** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. **Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. **Effective Date.** This Resolution is effective on the date of its adoption.

On motion of Commissioner Hawkins, the foregoing resolution entitled **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS”** was duly adopted by the following vote:

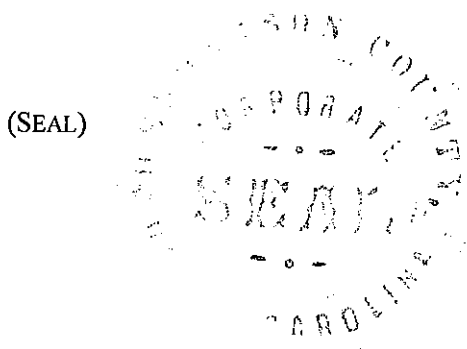
AYES: CHAIRMAN THOMAS H. THOMPSON; VICE-CHAIRMAN CHARLES MESSER; J. MICHAEL EDNEY; GRADY HAWKINS; WILLIAM G. LAPSLEY.

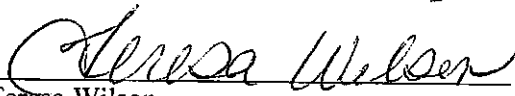
NAYS: NONE

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF HENDERSON            )        SS:

I, TERESA WILSON, Clerk to the Board of Commissioners of the County of Henderson, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled “RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS” adopted by the Board of Commissioners of the County of Henderson, North Carolina at a meeting held on the 15<sup>th</sup> day of July, 2015.

*WITNESS* my hand and the corporate seal of the County of Henderson, North Carolina, this the 15<sup>th</sup> day of July, 2015.



  
\_\_\_\_\_  
Teresa Wilson  
Clerk to the Board of Commissioners  
County of Henderson, North Carolina



# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1  
Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 692-9855

[www.hendersoncountync.org](http://www.hendersoncountync.org)

THOMAS THOMPSON  
Chairman  
CHARLIE MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY HAWKINS  
WILLIAM LAPSLEY

## RESOLUTION OF MEMORIAM

**William "Bill" Francis, Jr.**  
**April 18, 1930 – July 3, 2015**

**WHEREAS,** William "Bill" Francis, Jr. was born in Henderson County, and was a lifelong resident of Henderson County, graduating from Hendersonville High School and serving our country in the United States Navy; and

**WHEREAS,** upon his return to Henderson County, William "Bill" Francis, Jr., began his career in the family business, "Francis and Wright Feed Store" where he worked for more than 40 years; and

**WHEREAS,** William "Bill" Francis, Jr. was a kind, generous and well-known citizen of Henderson County, assisting many of the local farmers in Henderson County; and

**WHEREAS,** William "Bill" Francis, Jr. served three terms as a Henderson County Commissioner from 1972 until 1984; and

**WHEREAS,** William "Bill" Francis, Jr. served as Vice-Chairman of the Henderson County Board of Commissioners from 1975 until 1978; and

**WHEREAS,** William "Bill" Francis, Jr. was a member of the Four Season's Club and a dedicated member of the First United Methodist Church of Hendersonville; and

**WHEREAS,** William "Bill" Francis, Jr. spent many years of his life serving his community, making it a better place to live;

**NOW, THEREFORE, BE IT RESOLVED** that William "Bill" Francis will be remembered for his legacy of military service to the citizens of the United States, and his contributions to our community.

In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 15th day of July 2015.

  
THOMAS THOMPSON, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

  
TERESA L. WILSON, CLERK TO THE BOARD

# Office of the Henderson County Tax Collector

200 North Grove Street, Suite 66 • Hendersonville, NC 28792-5027

Phone: (828)697-5595 | Fax: (828)698-6153 | [www.hendersoncountync.org/ca](http://www.hendersoncountync.org/ca)

Henderson County Board of Commissioners  
1 Historic Courthouse Square  
Hendersonville, NC 28792

7 July 2015

RE: Tax Collector's Report to Commissioners: 15 July 2015 Meeting

Please find outlined below collections information though 06 July 2015 for the 2014 real and personal property bills mailed out on 28 August 2014. As a point of reference, we also have included collections information as of the same date last year. Registered Motor Vehicles reported as billed and collected by the Department of Motor Vehicles.

### Henderson County Annual Bills G01 Only:

<p><b>2014 Beginning Charge:</b> \$59,733,471.88</p> <p>Discoveries &amp; Imm. Irreg.: \$168,318.38</p> <p>Releases &amp; Refunds: (\$346,116.23)</p> <p><b>Net Charge:</b> \$59,555,674.03</p> <p>Unpaid Taxes: \$1,018,587.36</p> <p>Amount Collected: \$58,537,086.67</p> <p><b>Percentage Collected:</b> 98.29%</p> <p style="text-align: right;">Through: 6-Jul-2015</p>	<p><b>2013 Beginning Charge:</b> \$58,589,371.71</p> <p>Discoveries &amp; Imm. Irreg.: \$285,361.96</p> <p>Releases &amp; Refunds: (\$236,483.49)</p> <p><b>Net Charge:</b> \$58,638,250.18</p> <p>Unpaid Taxes: \$1,204,336.34</p> <p>Amount Collected: \$57,433,913.84</p> <p><b>Percentage Collected:</b> 97.95%</p> <p style="text-align: right;">Through: 6-Jul-2014</p>
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### Henderson County Only Registered Motor Vehicles

Registration Month	Vehicles Registered	Gross Valuation Actual/Projected	Gross Levy	Net Levy Collection	Percentage Collected
July '14	9888	\$ 86,255,948	\$ 445,838.89	\$ 443,578.04	99.49%
Aug '14	9784	\$ 82,397,348	\$ 424,634.77	\$ 423,480.41	99.73%
Sept '14	9559	\$ 81,357,984	\$ 419,137.59	\$ 417,501.27	99.61%
Oct '14	9312	\$ 77,527,270	\$ 399,561.74	\$ 397,487.67	99.48%
Nov '14	7855	\$ 68,074,597	\$ 350,116.02	\$ 349,128.90	99.72%
Dec '14	8169	\$ 71,274,565	\$ 366,777.28	\$ 365,025.57	99.52%
Jan '15	7843	\$ 71,771,241	\$ 369,094.31	\$ 368,260.63	99.77%
Feb '15	7118	\$ 61,857,243	\$ 318,078.51	\$ 317,623.38	99.86%
Mar '15	10852	\$ 89,862,021	\$ 462,179.22	\$ 460,617.99	99.66%
Apr '15	10182	\$ 84,574,893	\$ 434,877.91	\$ 434,165.61	99.84%
May '15	10377	\$ 85,526,118	\$ 440,309.47	\$ 439,333.31	99.78%
June '15	9601	\$ 80,800,000	\$ 415,840.00	\$ 415,160.00	99.84%
<b>TOTALS:</b>	<b>110540</b>	<b>\$ 941,279,228</b>	<b>\$ 4,846,445.71</b>	<b>\$ 4,831,362.78</b>	<b>99.69%</b>

Note: Final collections for June 2015 will not be confirmed until mid-July

Note: Data for June 2015 based on projections for budgetary purposes prior to adoption of the 2014-2015FY Budget.

### Fire Districts' Annual Bills Only:

<p><b>2014 Beginning Charge:</b> \$6,649,429.82</p> <p>Discoveries &amp; Imm. Irreg.: \$15,518.19</p> <p>Releases &amp; Refunds: (\$46,729.78)</p> <p><b>Net Charge:</b> \$6,618,218.23</p> <p>Unpaid Taxes: \$139,193.23</p> <p>Amount Collected: \$6,479,025.00</p> <p><b>Percentage Collected:</b> 97.90%</p> <p style="text-align: right;">Through: 6-Jul-2015</p>	<p><b>2013 Beginning Charge:</b> \$6,878,771.58</p> <p>Discoveries &amp; Imm. Irreg.: \$45,334.18</p> <p>Releases &amp; Refunds: (\$35,981.56)</p> <p><b>Net Charge:</b> \$6,888,124.20</p> <p>Unpaid Taxes: \$183,885.12</p> <p>Amount Collected: \$6,704,239.08</p> <p><b>Percentage Collected:</b> 97.33%</p> <p style="text-align: right;">Through: 6-Jul-2014</p>
--	--

Respectfully Submitted,



Luke Small  
Collections Specialist

Stan C. Duncan  
Tax Collector



**Office of the Henderson County Tax Collector**  
**200 North Grove Street, Suite 66 • Hendersonville, NC 28792-5027**  
**Phone: (828)697-5595 | Fax: (828)698-6153 | www.hendersoncountync.org/ca**

Henderson County Board of Commissioners  
 1 Historic Courthouse Square  
 Hendersonville, NC 28792

15 July 2015

RE: Tax Collector's Report to Commissioners: 15 July 2015 Meeting

Please find outlined below collections information through 14 July 2015 for the 2014 real and personal property bills mailed out on 28 August 2014. As a point of reference, we also have included collections information as of the same date last year. Registered Motor Vehicles reported as billed and collected by the Department of Motor Vehicles.

**Henderson County Annual Bills G01 Only:**

<b>2014 Beginning Charge:</b> \$59,733,471.88 Discoveries & Imm. Irreg.: \$168,318.38 Releases & Refunds: <b>(\$346,116.25)</b> <b>Net Charge:</b> \$59,555,674.01 Unpaid Taxes: \$990,931.35 Amount Collected: \$58,564,742.66 <b>Percentage Collected:</b> 98.34 % Through: 14-Jul-2015	<b>2013 Beginning Charge:</b> \$58,589,371.71 Discoveries & Imm. Irreg.: \$285,361.96 Releases & Refunds: <b>(\$236,484.85)</b> <b>Net Charge:</b> \$58,638,248.82 Unpaid Taxes: \$1,170,709.36 Amount Collected: \$57,467,539.46 <b>Percentage Collected:</b> 98.00% Through: 14-Jul-2014
--	---

**Henderson County Only Registered Motor Vehicles**

Registration Month	Vehicles Registered	Gross Valuation Actual/Projected	Gross Levy	Net Levy Collection	Percentage Collected
July '14	9888	\$ 86,255,648	\$ 445,838.89	\$ 443,578.04	99.49%
Aug '14	9784	\$ 82,397,348	\$ 424,634.77	\$ 423,480.41	99.73%
Sept '14	9559	\$ 81,357,984	\$ 419,137.59	\$ 417,501.27	99.61%
Oct '14	9312	\$ 77,527,270	\$ 399,561.74	\$ 397,487.67	99.48%
Nov '14	7855	\$ 68,074,597	\$ 350,116.02	\$ 349,128.90	99.72%
Dec '14	8169	\$ 71,274,565	\$ 366,777.28	\$ 365,025.57	99.52%
Jan '15	7843	\$ 71,771,241	\$ 369,094.31	\$ 368,260.63	99.77%
Feb '15	7118	\$ 61,857,243	\$ 318,078.51	\$ 317,623.38	99.86%
Mar '15	10852	\$ 89,862,021	\$ 462,179.22	\$ 460,617.99	99.66%
Apr '15	10182	\$ 84,564,218	\$ 434,877.91	\$ 434,165.61	99.84%
May '15	10377	\$ 85,526,118	\$ 440,309.47	\$ 439,333.31	99.78%
June '15	9599	\$ 81,990,685	\$ 422,090.63	\$ 421,263.36	99.80%
<b>TOTALS:</b>	<b>110538</b>	<b>\$ 942,458,938</b>	<b>\$ 4,852,696.34</b>	<b>\$ 4,837,466.14</b>	<b>99.69%</b>

Through 14 July 2015

**Fire Districts' Annual Bills Only:**

<b>2014 Beginning Charge:</b> \$6,647,689.05 Discoveries & Imm. Irreg.: \$15,518.19 Releases & Refunds: <b>(\$46,510.88)</b> <b>Net Charge:</b> \$6,616,696.36 Unpaid Taxes: \$135,062.63 Amount Collected: \$6,481,633.73 <b>Percentage Collected:</b> 97.96% Through: 14-Jul-2015	<b>2013 Beginning Charge:</b> \$6,544,668.55 Discoveries & Imm. Irreg.: \$45,131.58 Releases & Refunds: <b>(\$28,031.09)</b> <b>Net Charge:</b> \$6,561,769.04 Unpaid Taxes: \$156,813.27 Amount Collected: \$6,404,955.77 <b>Percentage Collected:</b> 97.61% Through: 14-Jul-2014
--	--

Respectfully Submitted,

Luke Small  
 Collections Specialist

Stan C. Duncan  
 Tax Collector

# 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

THOMAS H. THOMPSON  
Chairman  
CHARLES D. MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY H. HAWKINS  
WILLIAM G. LAPSLEY

July 15, 2015

Mr. Stan Duncan, Tax Assessor  
HENDERSON COUNTY ASSESSOR'S OFFICE  
200 N. Grove Street, Suite 102  
Hendersonville, N. C. 28792

Dear Mr. Duncan:

Attached please find tax release requests in the amount of \$1,217.11, reviewed at the Henderson County Board of Commissioners' Meeting on Wednesday, July 15, 2015. All refunds were approved.

Sincerely,

A handwritten signature in blue ink that reads "Thomas H. Thompson". The signature is written in a cursive style and is enclosed within a large, hand-drawn blue oval.

**Thomas Thompson, Chairman**  
Henderson County  
Board of Commissioners

THT/tlw

enclosures

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** July 15, 2015  
**SUBJECT:** Pending Releases & Refunds  
**PRESENTER:** Assessor  
**ATTACHMENT:** Pending Release/Refund Combined Report

### SUMMARY OF REQUEST:

The attached pending releases and refunds have been reviewed by the County Assessor and 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	\$ 1,217.11
Total Refunds as a Result of the Above Releases	\$ -0-

Faithfully Submitted,



Stan C. Duncan  
County Assessor and Collector

BOARD ACTION REQUEST: Consent Approval Requested

Suggested Motion: "I move the Board approve the Combined Release/Refund Report as presented."



# NCPTS Pending Release/Refund Report. Tuesday, July 07, 2015\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MORRISON, JAMES MONROE	0000140819-2009-2009-0000	COLLECTION RESEARCH. RELEASE BILLS ON PERSONAL PROPERTY MANUFACTURED HOME FOR YEARS 2009 - 2014. DOUBLE BILLED. MANUFACTURED HOME IS BEING BILLED ON ACCOUNT NUMBER 8826804.	(\$40,500)	2705	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$187.11 \$18.71 \$34.43 \$3.44	\$0.00 \$0.00 \$0.00 \$0.00	\$187.11 \$18.71 \$205.82 \$34.43 \$3.44 \$37.87 \$243.69	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0000140819-2010-2010-0000	COLLECTION RESEARCH. PROPERTY MANUFACTURED HOME FOR YEARS 2009 - 2014. DOUBLE BILLED. MANUFACTURED HOME IS BEING BILLED ON ACCOUNT NUMBER 8826804.	(\$38,500)	2706	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$177.87 \$17.79 \$32.73 \$3.27	\$0.00 \$0.00 \$0.00 \$0.00	\$177.87 \$17.79 \$195.66 \$32.73 \$3.27 \$36.00 \$231.66	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0000140819-2011-2011-0000	COLLECTION RESEARCH. RELEASE BILLS ON PERSONAL PROPERTY MANUFACTURED HOME FOR YEARS 2009 - 2014. DOUBLE BILLED. MANUFACTURED HOME IS BEING BILLED ON ACCOUNT NUMBER 8826804.	(\$37,300)	2707	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$191.57 \$19.16 \$35.44 \$3.54	\$0.00 \$0.00 \$0.00 \$0.00	\$191.57 \$19.16 \$210.73 \$35.44 \$3.54 \$38.98 \$249.71	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0000140819-2012-2012-0000	COLLECTION RESEARCH. PROPERTY MANUFACTURED HOME FOR YEARS 2009 - 2014. DOUBLE BILLED. MANUFACTURED HOME IS BEING BILLED ON ACCOUNT NUMBER 8826804.	(\$37,300)	2708	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$191.57 \$19.16 \$35.44 \$3.54	\$0.00 \$0.00 \$0.00 \$0.00	\$191.57 \$19.16 \$210.73 \$35.44 \$3.54 \$38.98 \$249.71	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0000140819-2013-2013-0000	COLLECTION RESEARCH. PROPERTY MANUFACTURED HOME FOR YEARS 2009 - 2014. DOUBLE BILLED. MANUFACTURED HOME IS BEING BILLED ON ACCOUNT NUMBER 8826804.	(\$36,200)	2709	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$185.92 \$18.59	\$0.00 \$0.00	\$185.92 \$18.59	\$0.00 \$0.00

\*Adjustments submitted for approval on or before 7/5/2015

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MORRISON, JAMES MONROE	0000140819-2013-2013-0000	COLLECTION RESEARCH. RELEASE BILLS ON PERSONAL PROPERTY MANUFACTURED HOME FOR YEARS 2009 - 2014. DOUBLE BILLED. MANUFACTURED HOME IS BEING BILLED ON ACCOUNT NUMBER 8826804.	(\$36,200)	2709	CLOMBARDO	HENDERSON COUNTY NC	EDNEVILLE FIRE	TOTAL: TAX	\$34.39	\$0.00	\$204.51	\$0.00
								LATE LIST FEE	\$3.44	\$0.00	\$3.44	\$0.00
								TOTAL:			\$37.83	\$0.00
										ABSTRACT TOTAL:	\$242.34	\$0.00
											\$1,217.11	\$0.00
GRAND TOTALS:			(\$189,800) (\$189,800)								\$1,217.11	\$0.00

\*Adjustments submitted for approval on or before 7/15/2015

LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY



Department: Health Department

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115510 - 526201</u>	<u>Non-Capital Technology</u>	<u>\$ 70,264</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>\$ 70,264</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: *Please provide a brief justification for this line-item transfer request.*  
Fund balance appropriated to fund the electronic health record software.  
Approved by the Board July 15, 2015.

<u>Budget</u>	<u>7/15/2015</u>
Authorized by Department Head _____	Date
Authorized by Budget Office _____	Date
Authorized by County Manager _____	Date

**For Budget Use Only**

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_



**RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS  
AND AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY  
BY PRIVATE SALE**

**WHEREAS**, Henderson County owns the vehicles and associated equipment itemized on the attached Exhibit B, hereinafter referred to as "surplus property", that is either obsolete or no longer needed for any governmental use by the County; and

**WHEREAS**, the Henderson County Board of Commissioners is desirous of declaring the vehicles and associated equipment as surplus and selling via private sale to Blue Ridge Community College as authorized by NCGS 160A-274; and

**WHEREAS**, it is the intent of the County to sell said surplus vehicles and associated equipment.

**NOW THEREFORE BE IT RESOLVED**, by the Henderson County Board of Commissioners as follows:

1. The vehicles and associated equipment itemized on the attached Exhibit B are hereby declared to be surplus property.
2. The Henderson County Sheriff's Department is hereby authorized to dispose by private sale, the surplus property described above to Blue Ridge Community College.
3. All surplus property will be sold "as is", all sales final. Henderson County makes no express or implied warranties of merchantability of any surplus property, or part thereof, or its fitness for any particular purpose regardless of any oral statements that may be made concerning the surplus property or any part thereof.

**THIS** the 15th day of July, 2015.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

BY: *Thomas H. Thompson*  
Thomas H. Thompson, Chairman

**ATTEST:**

*Teresa L. Wilson*  
Teresa L. Wilson, Clerk to the Board

[OFFICIAL SEAL]





Dr. Molly A. Parkhill  
President

June 18, 2015

Sheriff Charles S. McDonald  
Henderson County Sheriff's Office  
100 North Grove Street  
Hendersonville, NC 28792

Dear Sheriff McDonald,

This letter is to inform you that Blue Ridge Community College will not renew its security and enforcement agreement with the Henderson County Sheriff's Office for the upcoming year. As you know, the College has recently been approved to establish a Campus Police Department and will begin hiring officers for our campus security and enforcement needs.

Please extend our sincere appreciation to your staff for the excellent service to our faculty, staff, and students on our Henderson County Campus throughout the many years that we have contracted with your office. The professionalism and dedication of your enforcement officers have been exceptional and beyond reproach.

Per our contract, the College would like to retain the following vehicles and request they be titled to Blue Ridge Community College:

2007 Dodge Charger	VIN#2B3KA43H67H845330
2007 Dodge Charger	VIN#2B3KA43G57H73605

I look forward to our continued strong relationship between Blue Ridge Community College and Henderson County Sheriff's Office. Please feel free to contact our Director of Safety and Security, Daran Dodd at (828) 694-1832 if you have any questions.

Best Regards,

Molly A. Parkhill, Ed.D.

Cc: Captain Steve Carter  
Daran Dodd

HENDERSON COUNTY CAMPUS  
180 West Campus Drive • Flat Rock, NC 28731  
(828) 694-1706 • Fax: (828) 694-1696

e-mail: [mollyp@blueridge.edu](mailto:mollyp@blueridge.edu)  
[www.blueridge.edu](http://www.blueridge.edu)

TRANSLYVANIA COUNTY CAMPUS  
45 Oak Park Drive • Brevard NC 28712  
(828) 883-2520 • Fax: (828) 884-5725

North Carolina

HENDERSON COUNTY

This Agreement, made and entered into this the 15th day of July, 2015, by and between the County of HENDERSON, North Carolina, party of the first part, herein referred to as county, and the City of Saluda, North Carolina, party of the second herein referred to as City:

**WITNESSETH:**

Whereas, the County and the City have successfully cooperated with each other in the past in the matter of tax assessment listing and bill preparation; and

Whereas, all parties feel that it would be mutually advantageous to expand this area of cooperation to include the creation of a single tax bill and collection of all taxes by the County on a percentage basis;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between and County and the City as follows:

- 1.) That HENDERSON COUNTY will bill and collect real property taxes for the City of Saluda for ten (10) years form the date of the taxes become due, for a fee of one and a half percent (1.5%) of the monies collected.
- 2.) That HENDERSON COUNTY will not be responsible for collections of taxes prior to the ten years (10) statute of limitation.
- 3.) That where a partial payment is made by a taxpayer, the partial payment should be distributed between the County and the City proportionately on the same basis as the ratio of the tax rate.
- 4.) That the portion of tax collection (tax, interest, penalties, and other fees) to which the City is entitled shall be paid to the City by the County (less the agreed fee) at least monthly.
- 5.) That either party may terminate this contract on ninety (90) days written notice.
- 6.) The effective date of this contract will be July 1, 2015

IN WITNESS WHEREOF, said County has caused this contract to be signed in its name Chairman of the Board of Commissioners, attested by its Secretary, and it's Corporate Seal affixed, all in pursuance of authority given by Resolution of the Board of Commissioners of HENDERSON COUNTY, North Carolina, on the 15<sup>th</sup> day of July, 2015.

IN WITNESS WHEREOF, said City has caused this contract to be signed in its name by its Mayor, attested by its Clerk, and it's Corporate Seal affixed, all in pursuance of authority given by Resolution of its City Council of the City of Saluda, North Carolina, on the \_\_\_ day of \_\_\_, 2015.

HENDERSON COUNTY, NORTH CAROLINA

BY Thomas H. Thompson (Seal)

Thomas H. Thompson, Chairman

BOARD OF COUNTY COMMISSIONERS

Attest

Teresa L. Wilson (Seal)

Teresa L. Wilson, Clerk to the Board

Fred Baisden, Mayor

CITY OF SALUDA, NORTH CAROLINA

BY \_\_\_\_\_ (Seal)

Attest:

\_\_\_\_\_

Clerk

**Resolution Approving the Settlement with the Tax Collector for the 2014-2015 Tax Year**

WHEREAS, N.C.G.S. 105-352 requires that settlement be made with the Tax Collector for the taxes charged to the Tax Collector in the previous tax year prior to delivery of the tax receipts to the Tax Collector for the current tax year, said settlement being conducted in accordance with N.C.G.S. 105-373; and

WHEREAS, N.C.G.S. 105-373 requires that settlement be made for both taxes charged to the Tax Collector in the previous tax year, and for all delinquent taxes charged to the Tax Collector, there being a specified format for current tax year settlements, but not delinquent taxes; and

WHEREAS, the Henderson County Board Commissioners has received a proposed settlement for the 2014-2015 tax year taxes, and all delinquent taxes charged to the Tax Collector for prior tax years;

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Settlement for the 2014-2015 taxes charged to the Tax Collector is hereby approved. The Board finds:
  - a. All prepayments received by the Tax Collector were properly deposited;
  - b. The settlement is in proper form;
  - c. A diligent effort was made to collect from the person who were legally obligated to pay their taxes for the 2014-2015 fiscal year; and
  - d. Those persons identified in the report of insolvents submitted by the Tax Collector are found to be insolvents. The insolvents list shall be entered into the minutes and credited to the Tax Collector as part of this settlement.
  
2. The Settlement for the delinquent taxes charged to the tax collector for the previous fiscal years is hereby approved. The Board finds that the settlement for the delinquent taxes is in an appropriate form.

THIS the 15th day of July, 2015.

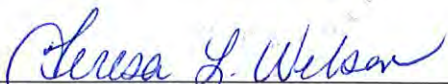
THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 

Thomas Thompson, Chairman

Attest:

(County Seal)



Teresa L. Wilson, Clerk to the Board



**Resolution Setting the Bond Amounts for the Tax Collector and Deputy Tax Collector**

WHEREAS, N.C.G.S. 105-352 requires that before the tax receipts are delivered to the Tax Collector for collection, the Board of Commissioners must approve a bond amount for the Tax Collector and Deputy Tax Collector; and

WHEREAS, the Board of Commissioners is desirous of complying with N.C.G.S. 105-352;

NOW THEREFORE IT BE RESOLVED AS FOLLOWS:

1. The Bond amount for the Tax Collector shall be set at \$1,000,000 through August of 2016.
2. The bond amount for the Deputy Tax Collector shall be set at \$250,000 to run through August of 2016.

THIS the 15th day of July, 2015.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 

Thomas Thompson, Chairman

Attest: (County Seal)



Teresa L. Wilson, Clerk to the Board



**Resolution Adopting the Order of Collection for the 2015-2016 Tax Year**

WHEREAS, N.C.G.S. 105-352 requires that before the tax receipts for the 2015-2016 Tax Year may be delivered to the Tax Collector for collection the following must occur: (1) the Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director's satisfaction that all prepayments received have been deposited; (2) the Tax Collector must make settlement with the Board of Commissioners for all taxes placed in his hands for collection for the 2014-2015 tax year; and (3) the Board of Commissioners must approve the bonds proposed for the Tax Collector (and the Deputy Tax Collector) for collection of all taxes charged for the 2015-2016 Tax Year and all delinquent taxes

WHEREAS, prepayments were received for 2015 taxes; and


WHEREAS, the Board of Commissioners has approved the settlement for the taxes charged to the Tax Collector for collection for the 2014-2015 tax year, including the delinquent taxes; and

WHEREAS, The Board of Commissioners has approved the bonds proposed for the Tax Collector and the Deputy Tax Collector;


NOW THEREFORE BE IT RESOLVED that the order of collection attached hereto is hereby adopted.

THIS the 15th day of July, 2015.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY:   
Thomas Thompson, Chairman

Attest: (County-Seal)

  
Teresa L. Wilson, Clerk to the Board

STATE OF NORTH CAROLINA

ORDER OF COLLECTION

COUNTY OF HENDERSON

TO THE TAX COLLECTOR OF HENDERSON COUNTY:

You are hereby authorized, empowered, and commanded to collect the taxes, including current, insolvent and delinquent, set forth in the tax records filed in the Office of the Assessor for Henderson County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Henderson, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

WITNESS my hand and official seal, this 15th day of July, 2015.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY:

  
THOMAS THOMPSON, Chairman

ATTEST: (OFFICIAL SEAL)



Teresa L. Wilson, Clerk to the Board

# SETTLEMENT FOR CURRENT TAXES: FY 2014-2015

Report date 30 June 2015  
**CHARGES TO THE TAX COLLECTOR:**

Total amount of all taxes placed in the Tax Collector's hands for collection for the year:	Tax & Penalty	Interest	Charge	Credit	Difference
G01 General County	59,914,090.52	114,408.64	60,028,499.16	60,028,499.16	0.00
<b>Total General County</b>					
<u>Fire Districts:</u>					
F15 Bat Cave	84,324.67	240.19	84,564.86	84,564.86	0.00
F01 Blue Ridge	745,537.39	1,931.16	747,468.55	747,468.55	0.00
F09 Dana	448,503.79	1,269.08	449,772.87	449,772.87	0.00
F03 Edneyville	576,494.74	1,762.89	578,257.63	578,257.63	0.00
F04 Etowah-Horse Shoe	969,352.85	1,798.38	971,151.23	971,151.23	0.00
F05 Fletcher	703,197.25	1,415.11	704,612.36	704,612.36	0.00
F11 Gerton	98,444.73	0.00	98,444.73	98,444.73	0.00
F06 Green River	392,893.49	186.32	393,079.81	393,079.81	0.00
F08 Mills River	89,889.20	1,139.15	91,028.35	91,028.35	0.00
F07 Mountain Home	1,182,626.80	232.92	1,182,859.72	1,182,859.72	0.00
F12 Raven Rock	147,961.80	0.00	147,961.80	147,961.80	0.00
F02 Valley Hill	1,225,721.30	1,942.95	1,227,664.25	1,227,664.25	0.00
<b>Total Fire Districts</b>	<b>6,664,948.01</b>	<b>11,918.15</b>			
<u>Municipal Districts:</u>					
C01 (City of Hendersonville	738.49	0.55	739.04	739.04	0.00
C02 (Town of Laurel Park	11.05	0.88	11.93	11.93	0.00
C03 (City of Saluda	0.00	0.00	0.00	0.00	0.00
C04 (Town of Fletcher	513.79	10.31	524.10	524.10	0.00
C50 Village of Flat Rock 51	32.77	0.00	32.77	32.77	0.00
Village of Flat Rock 52	0.00	0.00	0.00	0.00	0.00
Village of Flat Rock 56	0.00	0.00	0.00	0.00	0.00
Town of Mills River	237.56	0.00	237.56	237.56	0.00
<b>Total Municipal Districts</b>	<b>1,533.66</b>	<b>11.74</b>			
<b>SUBTOTAL</b>	<b>\$66,580,572.19</b>	<b>\$126,338.53</b>			


**TOTAL CHARGE TO TAX COLLECTOR      \$66,706,910.72**




**CREDITS TO THE TAX COLLECTOR:**

	Deposits	Adjustments	Releases	Interest	Outstanding Tax / Liens against Real & Personal Property	Outstanding Tax / Liens against Registered Motor Vehicles
<b>All sums deposited by the Tax Collector to the credit of the Taxing Unit:</b>						
G01 General County	58,525,077.22	310,685.37	36,592.07	114,408.64	1,040,808.31	927.55
<b>Total General County</b>						
<b>Fire Districts:</b>						
F15 Bat Cave	81,206.52	18.66	12.35	240.19	3,087.14	3,087.14
F01 Blue Ridge	726,770.25	921.32	461.45	1,931.16	17,384.37	17,384.37
F09 Dana	436,629.76	420.60	314.13	1,269.08	11,101.19	11,139.30
F03 Edneyville	552,914.69	1,839.31	847.47	1,762.89	20,890.21	20,893.27
F04 Etowah-Horse Shoe	948,475.26	619.57	540.89	1,798.38	19,714.40	19,717.13
F05 Fletcher	690,563.04	1,200.90	192.01	1,415.11	11,196.97	11,241.30
F11 Gerton	96,311.24	18.08	12.73	0.00	2,102.68	2,102.68
F06 Green River	382,069.16	2,121.79	368.23	186.32	8,334.31	8,334.31
F08 Mills River	86,220.83	6.68	14.32	1,139.15	3,647.37	3,647.37
F07 Mountain Home	1,152,819.44	11,056.39	564.76	232.92	18,176.65	18,186.21
F12 Raven Rock	144,795.60	5.80	67.71	0.00	3,076.93	3,092.69
F02 Valley Hill	1,179,411.65	24,507.83	596.80	1,942.95	21,194.15	21,205.02
<b>Total Fire Districts</b>	<b>6,478,187.44</b>	<b>42,736.93</b>	<b>3,992.85</b>	<b>11,918.15</b>	<b>139,906.37</b>	<b>140,030.79</b>
<b>Municipal Districts:</b>						
C01 (City of Hendersonville	556.98	0.00	0.00	0.55		181.51
C02 (Town of Laurel Park	11.05	0.00	0.00	0.88		0.00
C03 (City of Saluda	0.00	0.00	0.00	0.00		0.00
C04 (Town of Fletcher	488.69	23.47	1.63	10.31		0.00
C50 Village of Flat Rock 51	32.35	0.00	0.42	0.00		0.00
Village of Flat Rock 52	0.00	0.00	0.00	0.00		0.00
Village of Flat Rock 56	0.00	0.00	0.00	0.00		0.00
Town of Mills River	227.17	0.00	0.00	0.00		10.39
<b>Total Municipal Districts</b>	<b>1,316.24</b>	<b>23.47</b>	<b>2.05</b>	<b>11.74</b>	<b>0.00</b>	<b>191.90</b>
<b>TOTAL</b>	<b>\$65,004,580.90</b>	<b>\$353,445.77</b>	<b>\$40,586.97</b>	<b>\$126,338.53</b>	<b>\$1,180,714.68</b>	<b>\$1,243.87</b>

**TOTAL CREDITS TO TAX COLLECTOR: \$66,706,910.72**

Respectfully Submitted,  
  
 Stan C. Duncan, Tax Collector

  
 Notary Public

SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of July, 2015.

My Commission expires: 6-5-2016

# FY2014-2015 Delinquent Property Tax Collections

DELINQUENT PROPERTY TAX COLLECTED FOR GENERAL COUNTY:

TAX YEAR	TOTAL COUNTY LEVY CREDIT (Tax + Late List Penalties + Rebates and Releases)		ACCRUED INTEREST COLLECTED + COSTS		TOTAL COUNTY CASH COLLECTED (includes Tax, Penalties, Interest & Costs)		YEAR END COUNTY LEVY DUE	
	Regular	RMV	Regular	RMV	Regular	RMV	Regular	RMV
2013	905,228.00	120,365.28	102,304.84	17,432.12	962,984.77	137,059.83	326,003.79	59,077.39
2012	272,164.32	20,766.02	61,726.14	7,283.81	308,217.27	27,880.32	255,233.63	97,804.28
2011	76,529.14	5,901.21	22,864.02	3,522.68	90,988.11	9,422.15	161,859.49	55,302.60
2010	112,175.89	3,152.06	8,495.86	2,753.96	27,741.51	5,905.69	148,889.47	48,341.64
2009	11,101.18	2,184.90	5,691.12	2,354.22	15,872.74	4,538.82	121,334.07	52,519.90
2008	6,145.47	2,624.13	3,526.07	2,982.27	9,175.66	5,606.26	141,631.37	64,210.97
2007	4,528.12	3,627.43	2,400.49	4,677.15	6,565.88	8,292.88	121,073.00	80,518.92
2006	3,745.26	2,397.61	2,233.37	3,661.58	5,597.89	6,059.17	184,678.28	88,212.14
2005	2,224.76	2,851.32	1,693.06	4,268.77	3,618.64	7,119.00	86,409.06	71,619.38
2004	1,487.88	1,404.85	1,320.02	2,142.13	2,712.89	3,386.75	54,544.39	68,318.43
2003/Prior	3,178.77	4,578.23	0.00	6,633.57	5,271.31	11,208.24	607,333.00	748,898.64
<b>TOTAL:</b>	<b>1,398,508.79</b>	<b>169,853.04</b>	<b>212,254.99</b>	<b>57,712.27</b>	<b>1,438,746.67</b>	<b>226,479.11</b>	<b>2,208,989.54</b>	<b>1,434,824.29</b>

DELINQUENT PROPERTY TAX COLLECTED FOR MUNICIPALITIES:

MUNICIPALITY	TOTAL CITY LEVY CREDIT (Tax + Late List Penalties - Rebates and Releases)		ACCRUED INTEREST COLLECTED + COSTS		TOTAL CITY CASH COLLECTED (includes Tax, Penalties, Interest & Costs)		YEAR END CITY LEVY DUE	
	Regular	RMV	Regular	RMV	Regular	RMV	Regular	RMV
Hendersonville		15,527.61		3,621.17		19,070.53		193,986.85
Laurel Park		850.55		114.49		916.19		10,516.83
Saluda		0.00		0.00		0.00		115.00
Fletcher		8,132.09		1,724.28		9,727.35		38,906.28
Flat Rock 51		148.59		23.45		170.18		1,023.83
Flat Rock 52		128.45		19.33		147.78		376.30
Flat Rock 56		8.17		0.91		9.08		27.40
Millis River		1,919.55		394.75		2,312.56		5,995.13
<b>TOTAL:</b>		<b>26,715.01</b>		<b>5,898.38</b>		<b>32,353.67</b>		<b>250,947.62</b>

DELINQUENT PROPERTY TAX COLLECTED FOR FIRE DISTRICTS:

FIRE DISTRICT	TOTAL SPECIAL DISTRICT LEVY CREDIT (Tax + Late List Penalties - Rebates and Releases)		ACCRUED INTEREST COLLECTED + COSTS COLLECTED		TOTAL SPECIAL DISTRICT CASH COLLECTED (Includes Tax, Penalties, Interest & Costs)		YEAR END SPECIAL DISTRICT LEVY DUE	
	Regular	RMV	Regular	RMV	Regular	RMV	Regular	RMV
Bat Cave	2,771.17	39.06	409.79	10.72	3,167.83	49.78	3,867.07	923.71
Blue Ridge	28,053.06	4,266.26	3,806.03	1,162.57	30,088.71	5,417.67	43,822.26	37,831.81
Dana	15,764.51	2,525.87	2,432.49	629.22	17,654.15	3,153.89	21,176.49	19,444.87
Edneyville	23,219.08	2,690.06	3,446.33	678.26	24,574.46	3,363.00	37,854.22	21,603.67
Etowah/HS	32,172.82	2,487.27	4,033.46	613.01	34,673.20	3,082.72	45,863.32	15,220.52
Fletcher	30,961.84	2,366.95	2,346.55	737.24	15,397.11	3,081.75	24,585.75	17,727.42
Gerton	2,728.45	177.26	314.28	48.04	3,042.44	225.30	1,548.38	1,098.04
Green River	7,275.42	888.72	1,143.09	256.36	8,107.49	1,121.43	24,768.47	6,199.35
Millis River	2,812.81	343.93	375.66	120.17	3,188.38	464.10	11,502.17	6,756.23
Min Home	15,693.12	3,780.11	2,420.59	1,004.77	17,458.57	4,784.07	23,517.39	28,424.31
Raven Rock	3,958.23	346.06	615.15	148.66	4,296.98	492.91	2,788.48	1,554.29
Valley Hill	20,828.89	2,665.20	3,057.49	498.86	22,705.57	3,161.70	18,414.91	17,937.06
Valley Hill #2	16.50	50.35	8.50	76.56	25.00	126.91	1,235.44	1,732.93
<b>TOTAL:</b>	<b>186,255.90</b>	<b>22,629.10</b>	<b>24,409.41</b>	<b>5,984.44</b>	<b>184,319.89</b>	<b>28,525.23</b>	<b>260,944.35</b>	<b>176,454.21</b>

TOTAL DELINQUENT PROPERTY TAX COLLECTED:

	TOTAL LEVY CREDIT		ACCRUED INTEREST COLLECTED + COSTS		TOTAL CASH COLLECTED		YEAR END LEVY DUE	
	Total	Total	Total	Total	Total	Total	Total	Total
General County		1,568,361.83		269,967.26		1,665,225.78		3,643,813.83
Municipalities		26,715.01		5,898.38		32,353.67		250,947.62
Fire Districts		208,885.00		30,393.85		212,845.12		437,398.56
<b>TOTAL:</b>		<b>1,803,961.84</b>		<b>306,259.49</b>		<b>1,910,424.57</b>		<b>4,332,160.01</b>

Notes:

- (1) Differences in the sum of Levy Credit + Accrued Interest and Total Cash Collected is attributable to Rebates (aka Releases) and Refunds
- (2) The Year End Levy Due columns include amounts due for years prior to 2004 which are legally unenforceable.

Respectfully Submitted,

  
Stan C. Duncan, Tax Collector

SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of July, 2015.



Notary Public

My Commission expires: 6-5-2016



**Total Project Budget Reconciliation for GMP#1, GMP#2, & GMP #3**

**Hard Costs + Estimated + Contingency**

	Construction Costs 3-17-15	Construction Costs 4-9-15	Bid numbers 6-30- 15 & 7-8-15	Notes	7/9/2015
GMP #1- Site Development (Procured 3/12/15)	\$ 2,790,674.00	\$ 2,790,674.00	\$ 2,790,674.00	Procured includes Escalation + Contingency of \$100,069. Includes \$203,193 for Storm water & Parking changes	
GMP #2- Early Steel Package Bid date 4/9/15)	\$ 3,061,471.00	\$ 2,909,128.00	\$ 2,909,128.00	Procured Includes Escalation + Contingency/allowance of \$177,268	
GMP #3-(Remainder of building Bid date 6/30/15;	\$ 23,523,228.00	\$ 23,675,571.00	\$ 22,696,128.00		
Value Management to date	\$ (2,245,005.00)	\$ (2,245,005.00)	\$ (885,000.00)	Proposed Electrical VE 1-revised light fixture package	
		\$	\$ (9,500.00)	Proposed Electrical VE-2- Direct bury of Generator feeder	
		\$	\$ (32,000.00)	Proposed Electrical VE-3 Set Screws in Lieu of compression fittings	
			\$ (23,400.00)	Proposed Electrical VE-4 -MC Cable for wall rough in	
			\$ (13,500.00)	Proposed Plumbing VE-1 -change water fountains	
Addition of North Parking and storm water	\$ (203,193.00)				
Total Hard Costs	\$ 26,927,175.00	\$ 27,130,368.00	\$ 27,932,530.00		
Owner Construction Contingency	\$ 921,015.84	\$ 921,015.84	\$ 921,015.84	Contractor contingency included in GMP #3 amount is \$717,277 total contingency (owner + contractor) is \$1,638,292. In addition there is a \$250,000 allowance to expedite the schedule if required	
Total procured & contingency	\$ 27,848,190.84	\$ 28,051,383.84	\$ 28,853,545.84		
<b>Soft Costs</b>					
A/E fees	\$ 2,495,000.00	\$ 2,495,000.00	\$ 2,495,000.00		
Commissioning	\$ 195,000.00	\$ 195,000.00	\$ -	Deleted	
CM pre-con	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00		
Geo Tech	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00		
Survey	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
Traffic Impact Analysis	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00		
Special inspections	\$ 130,000.00	\$ 66,900.00	\$ 66,900.00	Procured	
Material testing	\$ 130,000.00	\$ 130,000.00	\$ -	Not needed	
Permitting	\$ 121,172.29	\$ 185,500.00	\$ 185,500.00		
FFE Budget	\$ 812,000.00	\$ 812,000.00	\$ 292,000.00	Revised to reflect project scope	
Technology Budget	\$ 300,000.00	\$ 300,000.00	\$ 150,000.00	Revised to reflect project scope	
Total soft costs	\$ 4,335,172.29	\$ 4,336,400.00	\$ 3,341,400.00		
<b>Grand Total Project Cost</b>	<b>\$ 32,183,363.13</b>	<b>\$ 32,387,783.84</b>	<b>\$ 32,194,945.84</b>		
Approved budget		\$ 32,195,211.77			



July 9, 2015

Mr. John Mitchell  
Henderson County  
Business and Community Director  
100 North King Street  
Hendersonville, North Carolina 28792

Re: Henderson County  
6<sup>th</sup> Avenue Joint Health Education Center  
GMP #3 – Building Construction Presentation

Dear John,

Please find the Guaranteed Maximum Price (GMP) #3 for the 6<sup>th</sup> Avenue Joint Health Education Center project attached to this letter for your review and approval. Along with the accompanying packet i.e. GMP #3; we ask the following clarifications and or qualifications be reviewed used to compute the attached Guaranteed Maximum Price proposal relative to this early procurement package.

**Guaranteed Maximum Price #3 Total**

**\$ 22,696,128.00**

We are very excited about the opportunity to work with you and service your construction needs for this project. If you should have any comments or questions regarding this topic please direct to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Kesterson', is written over a light blue horizontal line.

Mike Kesterson, LEED AP  
Director of Preconstruction Services  
Vannoy Construction Co., Inc.

Enc.

Attch: 6<sup>th</sup> Avenue Joint Health Education Center - GMP #3 Building Construction

CC: Chris Roberson - JRV  
Brian Walker – JRV  
Chad Roberson – Clark Nexsen





# Attachment A



Henderson County  
 6th Avenue Joint Health Education Center  
 GMP #3 Building Construction  
 Hendersonville, NC

Contact: Mike Kesterson  
 Date: 7/9/2015  
 Total SF: 97,776

WORK TRADE:		TOTAL:
1	SITE DEVELOPMENT	\$ 198,081
2	CONCRETE	\$ 542,638
3	MASONRY	\$ 906,400
4	STRUCTURAL STEEL	\$ -
5	MISCELLANEOUS STEEL & ACCESSORIES	\$ 930,000
6	ROUGH CARPENTRY	\$ -
7	GENERAL TRADES	\$ 253,160
8	FINISH CARPENTRY, MILLWORK, & CASEWORK	\$ 900,460
9	ROOFING	\$ 579,300
10	METAL SOFFIT & WALL PANELS	\$ 385,000
11	SPRAY FIREPROOFING	\$ 34,610
12	CAULKING & WATERPROOFING	\$ 245,658
13	DOORS, FRAMES, & HARDWARE	\$ 410,187
14	DOORS, FRAMES, & HARDWARE - INSTALL	\$ 115,000
15	SPECIALTY DOORS	\$ 41,246
16	GLASS & GLAZING SYSTEMS	\$ 2,870,547
17	DRYWALL ASSEMBLIES	\$ 2,042,357
18	ACOUSTICAL WORK	\$ 409,800
19	HARD FLOORING	\$ 259,900
20	EPOXY TERRAZZO FLOORING	\$ 146,687
21	SOFT FLOORING	\$ 423,332
22	PAINTING	\$ 218,581
23	SPECIALTIES	\$ 92,600
24	SPECIALTIES - INSTALL	\$ 18,475
25	EQUIPMENT & APPLIANCES - NIC	\$ -
26	WINDOW TREATMENTS - NIC	\$ -
27	CONVEYING SYSTEMS	\$ 247,100
28	FIRE SPRINKLERS	\$ 374,600
29	PLUMBING SYSTEMS	\$ 904,522
30	HVAC & MECHANICAL SYSTEMS	\$ 2,794,271
31	ELECTRICAL SYSTEMS	\$ 2,876,600
32	BUILDING PERMIT FEES - NIC	\$ -
	<b>SUBTOTAL</b>	<b>\$ 19,221,112</b>
33	GENERAL CONDITIONS	\$ 1,415,363
34	PROJECT INSURANCES	\$ 259,817
35	SUBCONTRACTOR DEFAULT BONDS	\$ -
36	PERFORMANCE & PAYMENT BOND	\$ 194,351
	<b>SUBTOTAL</b>	<b>\$ 21,090,642</b>
37	FEE	\$ 784,206
38	ALLOWANCES	\$ 250,000
39	CONTINGENCY	\$ 571,279

**GMP #3 BUILDING CONSTRUCTION \$ 22,696,128**





Henderson County  
6th Avenue Joint Health Education Center  
GMP #3 Building Construction



WORK TRADE:	GMP #1 (Procured 3/12/15)		GMP #2 (Procured 4/9/15)		GMP #3 (Procured 6/30/15)		TOTAL
	\$		\$		\$		
1 SITE DEVELOPMENT							
2 CONCRETE	1,052,555	\$	198,081	\$	1,250,636		
3 MASONRY	1,053,400	\$	649,128	\$	542,638		
4 STRUCTURAL STEEL	99,800	\$		\$	2,245,166		
5 MISCELLANEOUS STEEL & ACCESSORIES	55,608	\$	1,926,500	\$	906,400		
6 ROUGH CARPENTRY		\$		\$			
7 GENERAL TRADES		\$		\$	930,000		930,000
8 FINISH CARPENTRY	29,614	\$		\$			
9 ROOFING		\$		\$	253,160		282,774
10 METAL SOFFIT & WALL PANELS		\$		\$	900,460		900,460
11 SPRAY FIREPROOFING		\$		\$	579,300		579,300
12 CAULKING & WATERPROOFING		\$		\$	385,000		385,000
13 DOORS, FRAMES, & HARDWARE		\$		\$	34,610		34,610
14 DOORS, FRAMES, & HARDWARE - INSTALL		\$		\$	245,658		245,658
15 SPECIALTY DOORS		\$		\$	410,187		410,187
16 GLASS & GLAZING SYSTEMS		\$		\$	115,000		115,000
17 DRYWALL ASSEMBLIES		\$		\$	41,246		41,246
18 ACOUSTICAL WORK		\$		\$	2,870,547		2,870,547
19 HARD FLOORING		\$		\$	2,042,357		2,042,357
20 EPOXY TERRAZZO FLOORING		\$		\$	409,800		409,800
21 SOFT FLOORING		\$		\$	259,900		259,900
22 PAINTING		\$		\$	146,687		146,687
23 SPECIALTIES - INSTALL		\$		\$	423,332		423,332
24 EQUIPMENT & APPLIANCES - NIC		\$		\$	218,581		218,581
25 WINDOW TREATMENTS - NIC		\$		\$	92,600		92,600
26 CONVEYING SYSTEMS		\$		\$	18,475		18,475
27 FIRE SPRINKLERS		\$		\$			
28 PLUMBING SYSTEMS		\$		\$	247,100		247,100
29 HVAC & MECHANICAL SYSTEMS		\$		\$	374,600		374,600
30 ELECTRICAL SYSTEMS		\$		\$	904,522		904,522
31 BUILDING PERMIT FEES		\$		\$	2,794,271		2,794,271
<b>SUBTOTAL</b>	<b>2,290,977</b>	<b>\$</b>	<b>2,575,628</b>	<b>\$</b>	<b>19,221,112</b>	<b>\$</b>	<b>24,087,717</b>
33 GENERAL CONDITIONS	245,755	\$		\$	1,415,363		1,661,118
34 PROJECT INSURANCES	32,216	\$	32,710	\$	259,817		324,743
35 PERFORMANCE & PAYMENT BOND	24,405	\$	24,779	\$	194,351		243,535
<b>SUBTOTAL</b>	<b>2,593,353</b>	<b>\$</b>	<b>2,633,117</b>	<b>\$</b>	<b>21,090,642</b>	<b>\$</b>	<b>26,317,113</b>
37 FEE	97,251	\$	98,742	\$	784,206	\$	980,199
<b>SUBTOTAL</b>	<b>2,690,604</b>	<b>\$</b>	<b>2,731,859</b>	<b>\$</b>	<b>21,874,849</b>	<b>\$</b>	<b>27,297,312</b>

ALLOWANCES						
Asphalt Escalation	\$	31,340	\$		\$	381,340
Early Steel Design Contingency	\$		\$	100,000	\$	
Expedite Construction Schedule	\$		\$		\$	250,000
Material Escalation Contingency	\$		\$		\$	
<b>CONTINGENCY</b>	<b>\$</b>	<b>68,729</b>	<b>\$</b>	<b>77,269</b>	<b>\$</b>	<b>571,279</b>
<b>TOTAL</b>	<b>\$</b>	<b>2,790,674</b>	<b>\$</b>	<b>2,909,128</b>	<b>\$</b>	<b>22,696,128</b>
						<b>28,395,930</b>



# Attachment B

## **JHEC GMP #3 Preliminary/Draft Qualifications – WORKING DRAFT WHILE CONTINUING SCOPE REVIEWS**

July 09, 2015

### General -

Excludes permit fees

Assumes offsite parking provided by Owner at Boyd Chevrolet location

### Landscaping -

Base bid includes hardwood mulch at raised planters.

### Masonry -

Excludes special "corner shape" brick shown in Detail 15/AE512, Detail 19/AE513 and similar. We will provide brick with raked head as offered by Taylor Brick Co.

### Roofing -

Includes 24"x24"x0.8" "Stoneline" series porcelain paver at L2 roof area

### Metal Panels –

Need to work through Soffit Material.

Need to visit ACM for wall panels in lieu of Dri-Design.

### Firestopping -

Excludes single source firestopping materials

### Glass & Glazing -

Excludes hinged curtain wall frame at louvered areaway as shown in Detail 5/AE512. Kawneer has advised that their framing system is not appropriate for this application.

Includes manufacturer's (AluFlam) standard hardware at Door #200-D.

Includes \$50K allowance (inclusive of taxes, OH&P) for aluminum canopy system at ambulance entrance.

### Fire Sprinkler -

Excludes dry pipe fire sprinkler system to serve drop-off/entrance canopies.

### Plumbing -

Excludes special finish on Armaflex pipe insulation described in Spec 220719, Part 3.8.B

Includes medical gas verification by third party.

### HVAC -

Includes final air and water balance by third party.

### Electrical -

Excludes exterior pole lights and associated concrete bases, as none were shown on the drawings

Excludes tele/data/comm wiring, devices, and equipment. We will provide empty backboxes and conduit stub-out to an accessible ceiling.

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> 6th Ave Joint Health Education Center 747 6 <sup>th</sup> Ave West Hendersonville, NC 28739	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> 07-09-15	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> James R. Vannoy & Sons Const. Co 1608 US Hwy 221N Jefferson, NC 28640	<b>ARCHITECT'S PROJECT NUMBER:</b> 141108 <b>CONTRACT DATE:</b> 3-18-15 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

GMP#3- Building Construction

Reference Attachment "A" Guaranteed maximum price #3 Summary.

Reference Attachment "B" Guaranteed maximum price #3 Clarification.

Reference Attachment "C" Guaranteed maximum price #3 Document Log.

The original Contract Sum was	\$ 2,790,674.00
The net change by previously authorized Change Orders	\$ 3,611,806.00
The Contract Sum prior to this Change Order was	\$ 6,402,480.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 22,696,128.00
The new Contract Sum including this Change Order will be	\$ 29,098,608.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 1, 2016 for second floor, August 12, 2016 for third floor, and September 23, for first floor.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Clark-Nexsen <b>ARCHITECT</b> <i>(Firm name)</i>	James R. Vannoy & Sons Construction <b>CONTRACTOR</b> <i>(Firm name)</i>	County Of Henderson <b>OWNER</b> <i>(Firm name)</i>
1 West Pack Square Asheville, NC 28801	1608 US Hwy 221N Jefferson, NC 28640	1 Historic Courthouse Square Suite 5 Hendersonville, NC 28792
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>	<b>BY</b> <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>