

## MINUTES

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
WEDNESDAY, SEPTEMBER 17, 2014**

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 Charlie Messer, Vice-Chairman Tommy Thompson, Commissioner Mike Edney, Commissioner Grady Hawkins, Commissioner Larry Young, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: PIO Kathryn Finotti (video-taping), Finance Director J. Carey McLelland, Planning Director Autumn Radcliff, Fire Marshal Rocky Hyder, Engineer Marcus Jones, Budget Analyst Megan Powell, Environmental Programs Coordinator Rachel Hodge, Director of Business and County Development John Mitchell, Assistant Engineer Natalie Berry, Property Addressing Coordinator Curtis Griffin, Assistant County Assessor Ed Parker, Capital Projects Manager David Berry, Delinquent Tax Collector Lee King, and Transportation Planner Matt Cable.

### CALL TO ORDER/WELCOME

Chairman Messer 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 Commissioner Young.

### PUBLIC HEARINGS

#### **Public Hearing for Assignment of New Road Name (Unnamed Right-of-Way to Old Baystone Drive)**

*Commissioner Hawkins made the motion to go into public hearing for Assignment of New Road Name (Unnamed Right-of-Way to Old Baystone Drive). All voted in favor and the motion carried.*

Curtis Griffin stated staff received a petition (which met the required majority of at least 66% of affected property owners signatures) requesting the County consider an unnamed platted right-of-way (ROW) be named Old Baystone Drive.

Staff visited the site and verified that the ROW: (1) includes a primarily grass covered travelway which may only be accessible with a 4-wheel drive vehicle in certain conditions and (2) provides access to a single residence. Staff identified a number of concerns with the request including the following: (1) assigning a new road name would create confusion for emergency response personnel, (2) travelway access is blocked and impassable for certain vehicles, especially in certain conditions, and (3) naming the ROW would require the current resident using the ROW as access to change his/her address.

Based upon the existing Property Addressing Ordinance, site visit, and staff concerns, staff recommends the ROW remain unnamed until either: (1) a road surface is constructed that could convey use by a motor vehicle, or (2) the travelway within the ROW is used to access three (3) or more homes (as per the Property Addressing Ordinance).

North Carolina General Statute 153A-239.1 and the Property Addressing Ordinance require the Board to hold a public hearing prior to assigning a new road name. Staff posted signs in the affected area regarding the public hearing and advertised the public hearing in a local newspaper.

DATE APPROVED: October 6, 2014

Aerial Photo Map – Area Overview



Aerial Photo Map – McClain Property



Aerial Photo Map – Case Property





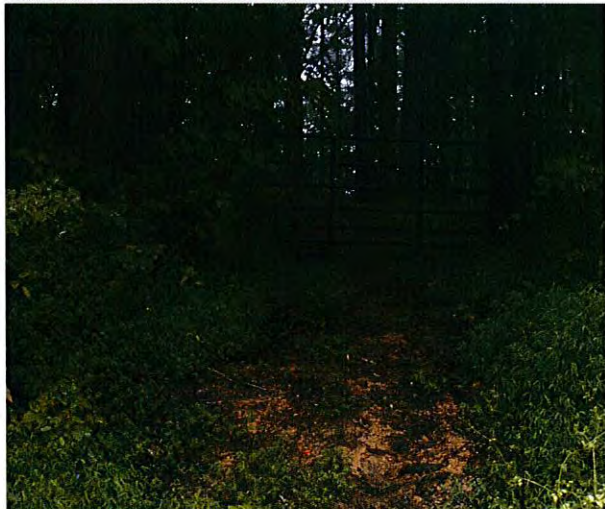
View from Case Property toward Foxwood



View from McClain Property toward Case Property



Gate at Foxwood – End of ROW





## Additional Photographs

Public Input

1. Mark Case – Mr. Case owns the property at 328 Baystone Drive. He is against the request and feels it only renames a driveway.
2. Sherna Brody – Ms. Brody lives at 345 Baystone Drive and owns property at 355 Baystone Drive. She is against the request and feels it would only cause confusion.
3. James McClain – Mr. McClain is the petitioner, and feels an addressing error has occurred and false assertions have been made. He has been told this is a driveway or right-of-way once again. He feels the County presentation is misleading and less than factual, and does not address deeds or documents. Mr. McClain requested the Board table this request until they and the County Attorney can take time to look at his documents.
4. George Bond – Mr. Bond had originally signed the request, but since that time has changed his mind since it will affect more of his property. He feels the right-of-way in question is no more than a logging road without maintenance. Mr. Bond stated “Mr. McClain gets his mail on Beth Drive, and this road serves no one but Mr. McClain.”

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

It is the opinion of the Board of Commissioners that this right-of-way is not developed or maintained at this time. EMS has investigated and renaming would only cause confusion.

*Commissioner Hawkins made the motion that the Board denies the request to rename the road. All voted in favor and the motion carried.*

**Public Hearing for assignment of New Road Name**

*Chairman Messer made the motion to go into public hearing for assignment of new road name. All voted in favor and the motion carried.*

Curtis Griffin stated the Planning Department staff requests the Board conduct a public hearing to consider assignment of a new road names. Staff received a petition from the affected property owners meeting the required majority (66%). The petition requests the following:

<u>New Road Name</u>	<u>Old Road Name</u>
Cherokee Springs Trail	Carousel Corner Drive

The road name assignment is required by Henderson County Property Addressing Ordinance (Chapter 41). North Carolina General Statute 153A-239.1 and the Property Addressing Ordinance require the Board to hold a public hearing prior to assigning a new road name. Assignment of the new road name, as presented, will avoid possible confusion when responding to emergency situations.

Staff posted signs in the affected area regarding the public hearing and advertised the public hearing in a local newspaper.

#### 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 Hawkins made the motion that the Board approves the road name of Cherokee Springs Trail as indicated on the map provided in the agenda packet. All voted in favor and the motion carried.*

#### INFORMAL PUBLIC COMMENTS

1. Berry McDonald – Mr. McDonald spoke in favor of more greenways and the Acusta Trail. He is the ride director of Tour de Apple, and advocates bicycling. There would be more people riding bicycles if there were more greenways, because a safer environment is provided.

#### DISCUSSION/ADJUSTMENT OF AGENDA

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

#### 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):  
September 2, 2014 – regularly scheduled meeting

#### **Tax Collector's Report**

Collections Specialist Luke Small had presented the Tax Collector's Report to the Commissioners dated September 4, 2014 for information only. No action was required.

#### **Etowah – Horse Shoe Volunteer Fire and Rescue Department, Inc. Tax Exempt Loan Agreement**

At the 2014/2015 Budget Meetings of the Fire and Rescue Advisory Committee, Etowah-Horse Shoe Volunteer Fire & Rescue Department presented a proposal to purchase a new Ladder Truck and consolidate

other outstanding loans. The total amount financed will be \$1,333,231.26 at a fixed interest rate of 2.43% with annual payments of \$286,395.82 for 5 years. Etowah-Horse Shoe Volunteer Fire & Rescue Department held a public hearing to discuss the loan agreement on August 15, 2014 at 7:00 p.m. at their department. No tax rate increase will be necessary for this purchase.

The Fire & Rescue Advisory Committee has unanimously recommended approval of the proposal.

Etowah-Horse Shoe Volunteer Fire & Rescue Department respectfully request the Chairman sign the letter provided in the agenda packet to United Financial of North Carolina.

Motion:

*I move the Board authorizes the Chairman to sign the letter to United Financial of North Carolina on behalf of Etowah-Horse Shoe Volunteer Fire & Rescue Department.*

**Resolution Prescribing Procedures for Property Disposal**

A resolution was provided, for the Board's consideration, authorizing the Purchasing Agent to dispose of any surplus personal property owned by the County of Henderson, whenever the Purchasing Agent and the Finance Director jointly determine, in their discretion, that: (a) the item or group of items has a fair market value of less than thirty thousand dollars (\$30,000), (b) the property is no longer necessary for the conduct of public business; and, (c) sound property management principles and financial considerations indicate that the interests of Henderson County would be best served by disposing of the property.

This resolution applies only to Fixed Assets considered to be Personal Property and specifically excludes any Real Property owned by the County that remains subject to legal bid procedures regardless of value.

Staff requests that the Board consider approving the resolution authorizing the Purchasing Agent and Finance Director to dispose of any surplus personal property owned by Henderson County with a fair market value of less than thirty thousand dollars (\$30,000) pursuant to N.C.G.S 160A-266(c).

Motion:

*I move that the Board approves the resolution authorizing the Purchasing Agent and Finance Director to dispose of any surplus personal property owned by Henderson County with a fair market value of less than thirty thousand dollars (\$30,000) pursuant to N.C.G.S 160A-266(c).*

**Notification of Vacancies**

Chairman Messer noted the following vacancies and opened the floor to nominations.

1. Juvenile Crime Prevention Council – 1 vac.

**Nominations**

1. EMS Peer Review Committee – 2 vac.

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

2. Henderson County Historic Courthouse Corporation dba/Heritage Museum – 1 vac.

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

3. Hendersonville City Zoning Board of Adjustment – 1 vac.

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

4. Hospital Corporation Board of Directors/UNCH – 1 vac.

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

5. Juvenile Crime Prevention Council – 6 vac.

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

6. Mountain Area Workforce Development Board – 3 vac.

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

7. 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.

8. Nursing/Adult Care Home Community Advisory Committee – 3 vac.

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

9. Senior Volunteer Services Advisory Council – 2 vac.

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

10. Social Services Board – 1 vac.

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

#### **JOINT MEDICAL EDUCATION FACILITY UPDATE**

County Manager Steve Wyatt stated representatives from Henderson County, Wingate University, Pardee Hospital and Blue Ridge Community College have been meeting for four months to develop a plan for the proposed Joint Medical Education Facility (JMEF). A package was received from the Architects for the new Health Services Center. This Center is unlike anything in the America, and a unique opportunity for Henderson County.

John Mitchell stated the project is on time and on target. The agreement between Wingate, Pardee, BRCC, the City of Hendersonville, and Henderson County began on April 4, 2014. At that time staff was directed to begin the programming phase and schematics. Several locations were visited and the programming stated was completed in July 2014. Dr. Molly Parkhill, President of BRCC was introduced.

BRCC president Dr. Molly Parkhill thanked the Board for their vision of the partnership. Dr. Parkhill feels today's presentation is the best design for all entities, and all needs have been addressed.

President and CEO of Pardee Hospital Jay Kirby thanked the Board for the giving Pardee Hospital the opportunity to be a part of the endeavor. Also in attendance with Mr. Kirby were: Chairman of the Hospital Corporation Board of Directors Bill Moyer, Dr. William Medina, and Hall Waddell of the Hospital Planning Committee.

The impact on the community is great. Pardee Hospital donated two (2) acres of the property which is a \$1.3 million investment for Pardee. Their capital budget includes \$700,000 to be used toward the parking traffic flow.

Mr. Kirby noted that UNC Healthcare's Cancer Center is ranked 38<sup>th</sup> in the United States.

Jerry R. McKee, Regional Dean and Associate Professor of Pharmacy for Wingate University's Hendersonville Campus stated this is an amazing opportunity and an economic engine for Henderson County. He noted that President Jerry McGee was extremely excited about the venture but could not be at the meeting today.

Staff introduced the County's Architect of Record, Chad Roberson and Sara Melanson of Clark Nexsen to give a presentation concerning the preliminary design of the Joint Medical Education Facility.

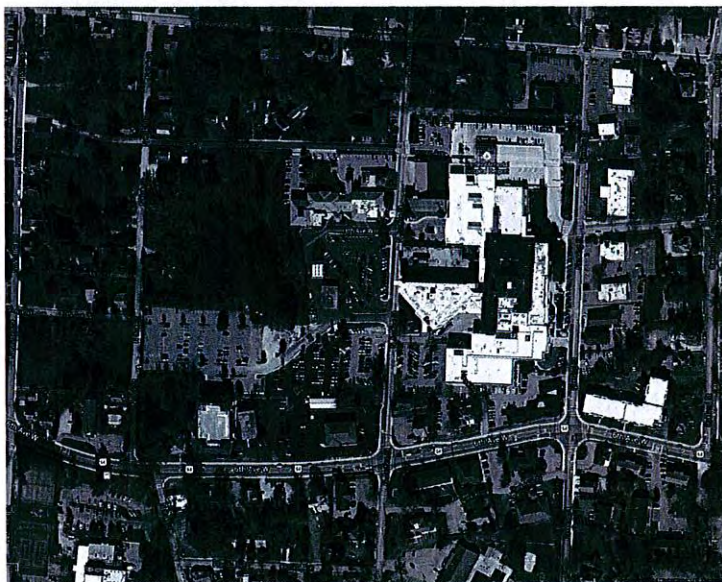




The past few months have been exercises in planning and organizing spaces in order for it to function properly as individuals. Simultaneously, their tasks have included looking at each of the groups and organizing the building as a whole, how it functions collectively and how it fits within the confines of Pardee’s campus.

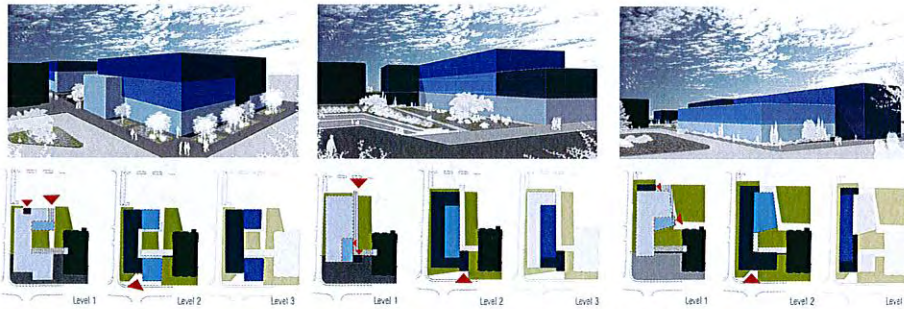
The final creation ultimately is a new entity that has transformative opportunities for your county and its residents.

Each individual entity functions wonderfully on their own, however, there is magic in the creation of this new entity. The confluence of these three differing groups is a unique opportunity to engage, ignite, and spark creativity making transformative discoveries in peoples lives as students, staff, patients, and residents of Henderson County.





HENDERSON COUNTY JHEC  
Preliminary Site Massing Studies



- Scheme 1:**
- Courtyard amenity and MOB improvements
  - Two-story along 6th Ave.
  - Blue Ridge student entry from parking

- Scheme 2:**
- Openness of courtyard
  - Regularity of footprint / Pardee
  - Pardee not below grade
  - Educational entrance from 6th street/ connection to campus
  - Mass set back further from 6th Ave, opportunity for enhancing campus identity

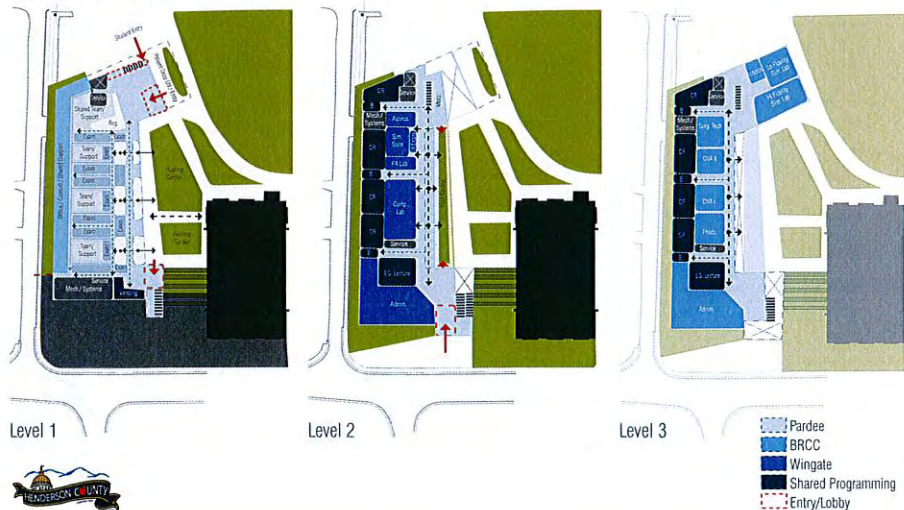
- Scheme 3:**
- Roof garden / extension of interior to exterior / potential event space



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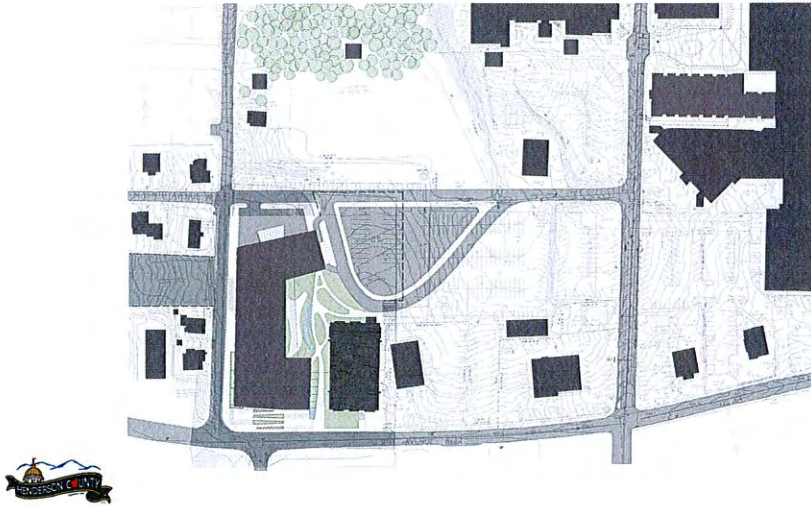
As part of the design process, a number of options with pros and cons for each option are being presented. Working with teams from each of the institutions, we took their feedback and began to refine the design.

HENDERSON COUNTY JHEC  
Preliminary Site Massing Studies



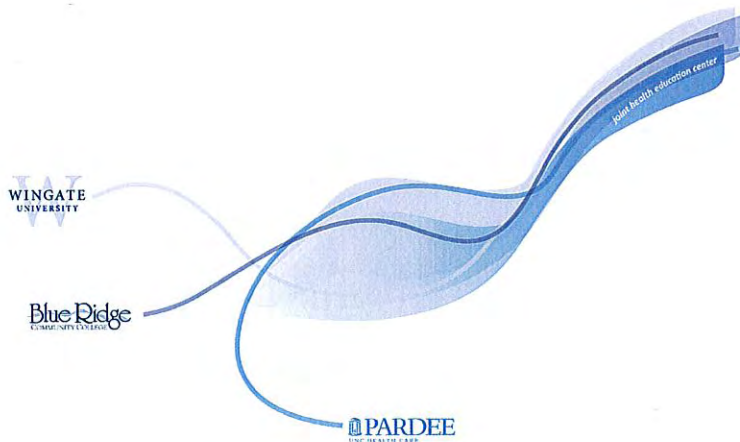
CLARK•NEXSEN

Adjacencies were studied and vetted by the groups. The goal of these exercises is to not only look at the individual floors but to look at how the groups will interact with one another and create opportunities. Opportunities for the young nursing students or pharmacy students to have chance encounters with professionals that could positively alter their education process, or an opportunity for the hospital to have the cream of the crop students at their finger tips.



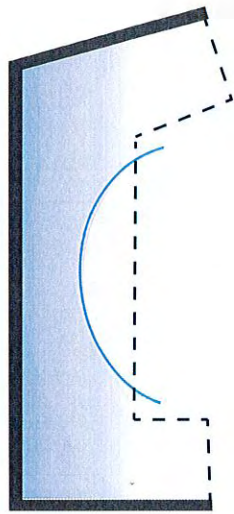
The form of the building is influenced by several key factors:

1. Creating a relationship with the hospital,
2. Sharing a common courtyard space with the Medical Office Building providing outdoor healing gardens, gathering spaces for students, and maximize daylight to both the buildings,
3. Fostering economic development along 6<sup>th</sup> Avenue. By providing a front door for the building, the south side of the building with outdoor gathering space along the street is activated.

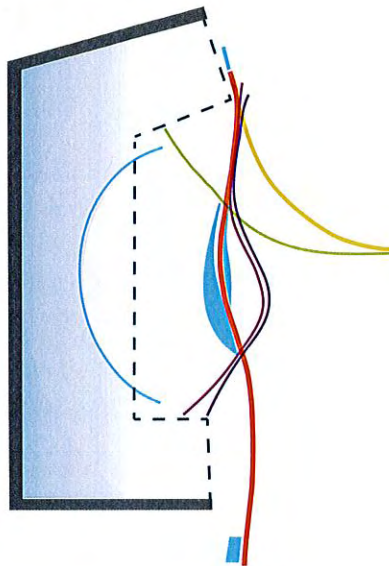


The form of the building is also inspired by the confluence of the individual entities and the natural flow and interactions between them, and the interaction between the interior and the exterior.



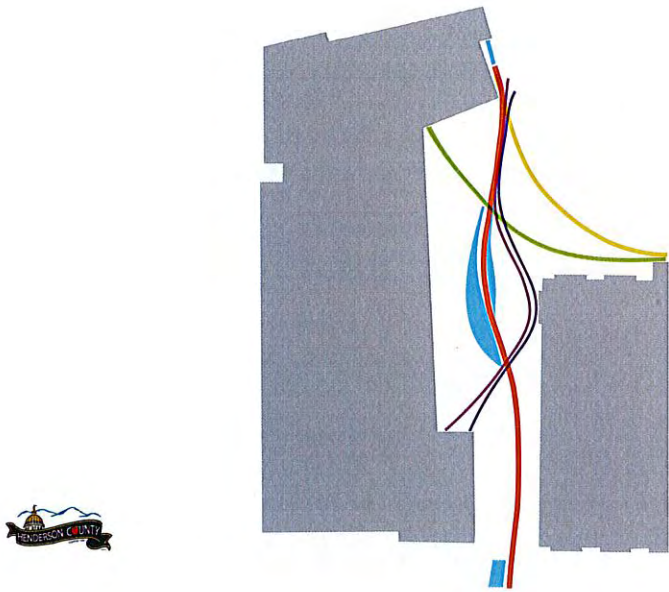


Looking at diagrams of the building concept, within the context of the campus, the building serves as an anchor or a backstop. The outer facade along 6<sup>th</sup> Avenue and Oak Street is more grounded, substantial and formal, while the inner facade is a transparent veil that opens up and engages the campus.

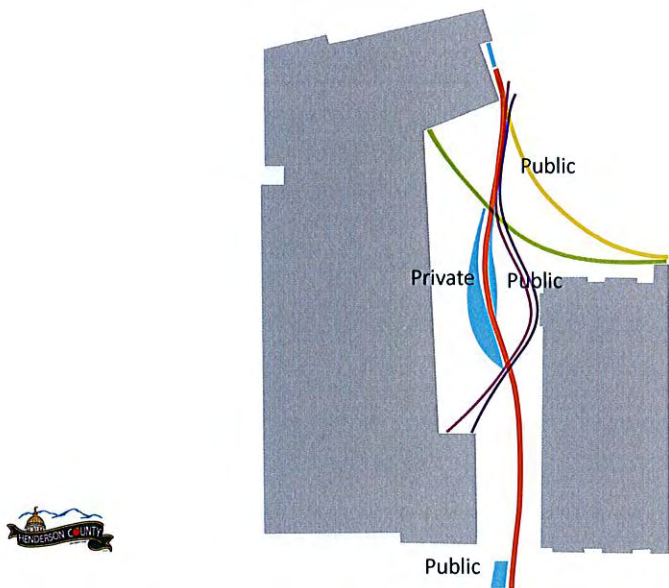


The transparency of the inner facade promotes interactions and the natural flow between the Wingate, Pardee and BRCC, allowing the exterior to flow into the interior. This synergy is the heart of the project.

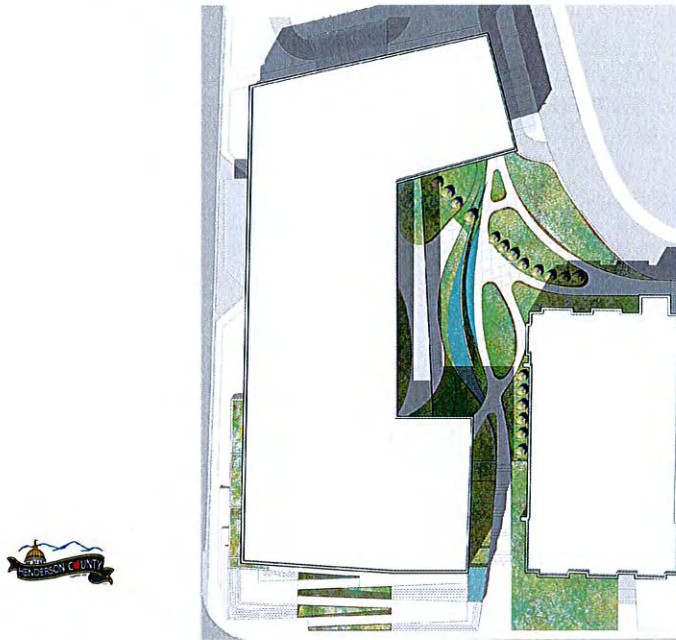




Following these pathways that naturally occur through the site, they are able to lay the groundwork for the circulation, and simultaneously create unique and special moments along these paths and points of convergence. Due to the site configuration, they have a multitude of entry points into the building plus they have connections that need to be made to the MOB and 6<sup>th</sup> Avenue. The challenge is to choreograph these naturally occurring pathways whether it is from the main entry to MOB or the MOB to lobby or the parking area to 6<sup>th</sup> Avenue, or from Pardee to the pharmacy. These are not random paths.



The moments between these paths create spaces, which are reflective of their use. The space that is created between these two paths creates the opportunity for a public garden belonging to the campus. The paths can also establish a boundary between the public and private portions of the garden such as here.



Along the primary path, the garden is defined by a vegetated wall and vegetation from Western North Carolina. The vegetated wall provides privacy to the healing gardens, while maintaining moments of visual interaction/ engagement between the public and the private so that the gardens feel cohesive. Roof Garden above – Level 2, becomes an elevated extension of the lower courtyard, it also provides outdoor space for community functions.

The water also acts as both a polarizing and engaging element. It provides a physical barrier between the healing gardens and the public zones defined by a vegetated wall and a water feature.

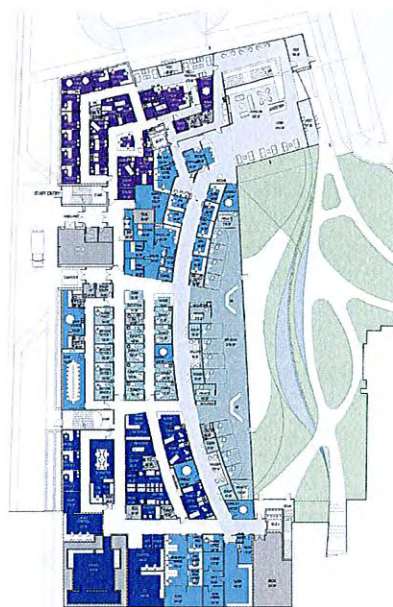


At the Main Entry to the Center, Solid masonry wraps the upper levels, tying into the more formal solid exterior facade along Oak Street. The entrance into the main lobby is transparent allowing natural light to fill the lobby space and engage the courtyard. Natural material and the translucent canopy lighten the upper volume creating welcoming extensions from the building. Public zones of courtyard address the drop off area and vegetation buffers the inner healing garden from the public flow of traffic. Transparency into the public space (main lobby) opens into courtyard.





Main Lobby - As you enter the main lobby, cancer center patients are welcomed and assisted by a greeter, led into an informal setting hosting a fire place and comfortable seating and research material housed in a series of book shelves. The Living room space is defined by a glass donor wall embossed with images from nature and names of donors. The wall provides a visual buffer and physical separation from the monumental stair accessing the Wingate and the BRCC floors. Just beyond the living room, the main registration desk for the cancer center is tucked under the second floor balcony. The balcony provides a connection to the roof garden off the main lobby. This space can be used for gathering and special events.

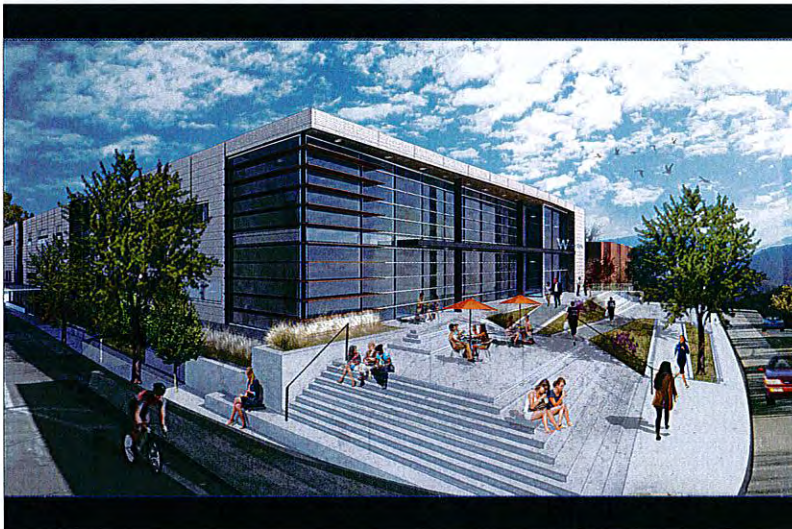


Pardee's space is organized off the main lobby including a Surgery Suite, Administrative areas, Medical Oncology, and Radiation Oncology. Critical to the organization of the cancer center is the infusion therapy space. It is centered on the courtyard providing the treatment area an intimate relationship with the healing gardens.



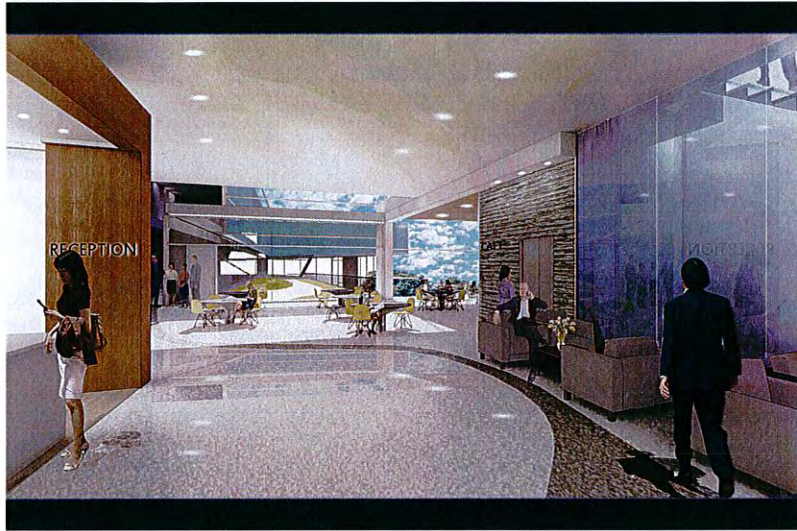


Clerestory glazing and openings allow natural light to flow deep within the building providing a relationship with the exterior and aiding in the healing process.

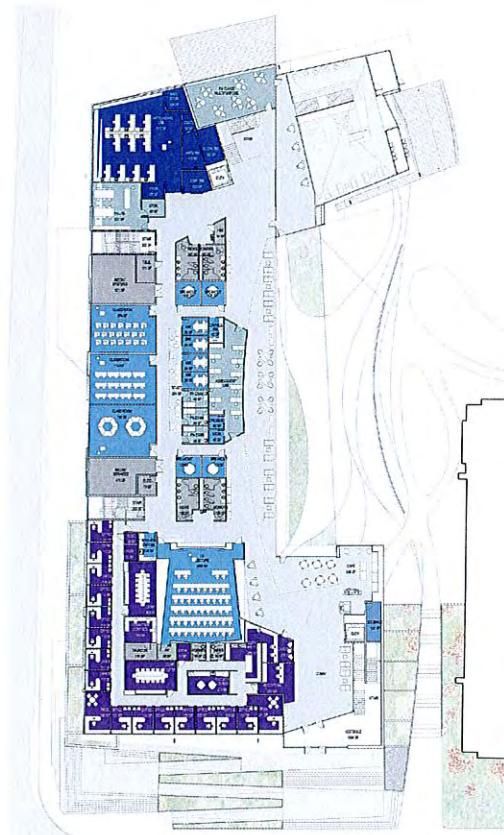


Moving to the 6<sup>th</sup> avenue facade the creation of an entry plaza and a series of sloping walkways invite guest to utilize this entry, and provide opportunities to activate the streetscape. A series of outdoor seating areas terrace down to street level creating spaces for students, staff and practitioners to take advantage of the southern light while enjoying their lunch purchased from the café located just beyond the main entry door. The building is anchored along 6<sup>th</sup> Avenue and Oak Street, communicating a sense of solidity and prominence.



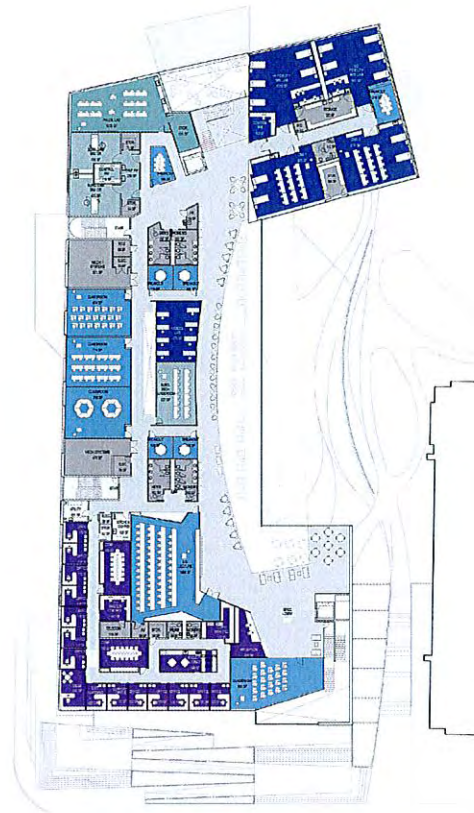


As you enter into the main lobby you are drawn toward the roof garden and the natural setting beyond. The café, located just off the roof garden activates the lobby space. The east side is flanked by the main stair access to upper level and the courtyard below. The reception area greets visitors and provides a security point.



Accessed off the entry plaza the second level is anchored by Wingate's administrative area, classrooms and labs along Oak Street. This is the solid foundation. The interactive spaces such as the café, the roof garden, study spaces and informal student gathering are positioned to take advantage of the transparency of the eastern elevation. This is the engaging interactive side of the building.

The same holds true for the 3<sup>rd</sup> floor of the building, anchored by BRCC's administrative area, classrooms and labs along Oak Street.



On this level the interactive spaces located along the courtyard are organized on a mezzanine connecting the 2nd and 3rd floor, reinforcing shared learning and the confluence of ideas between BRCC and Wingate. The arc of the Mezzanine area is reflective of the interior circulation of the infusion area below.





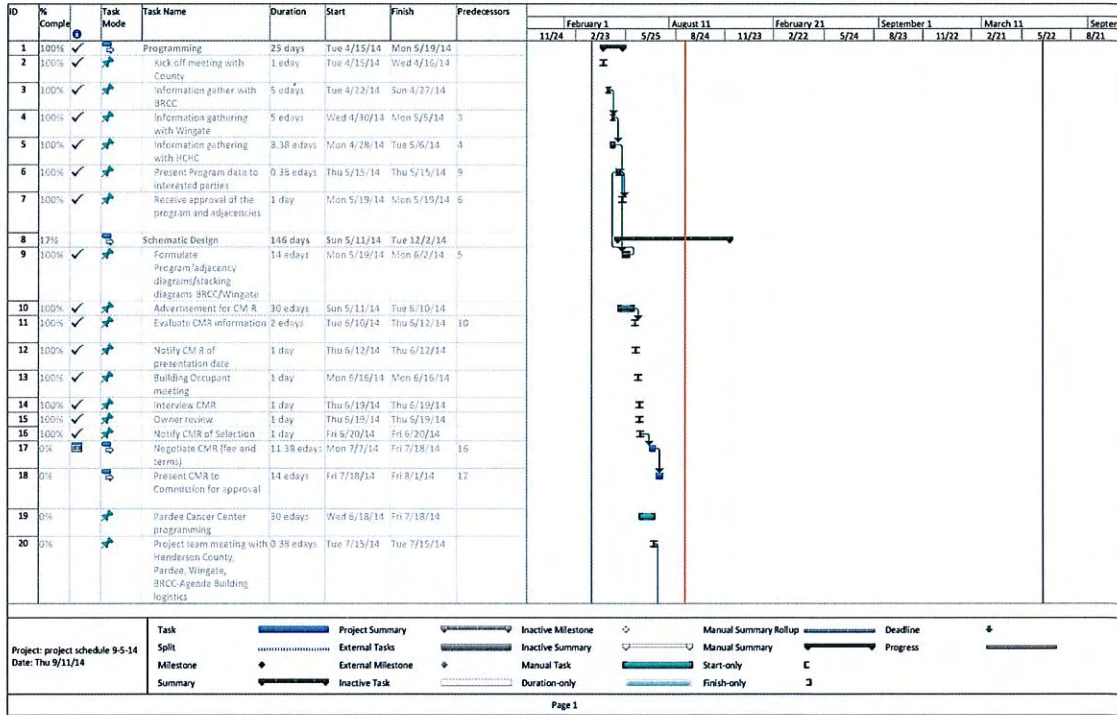
The confluence of all the notions discussed ultimately articulates where the partners converge at the main lobby, and the cohesive identity takes shape. Each entry is articulated by signage and retains an individual identity while coming together as a single unit.

9/11/2014

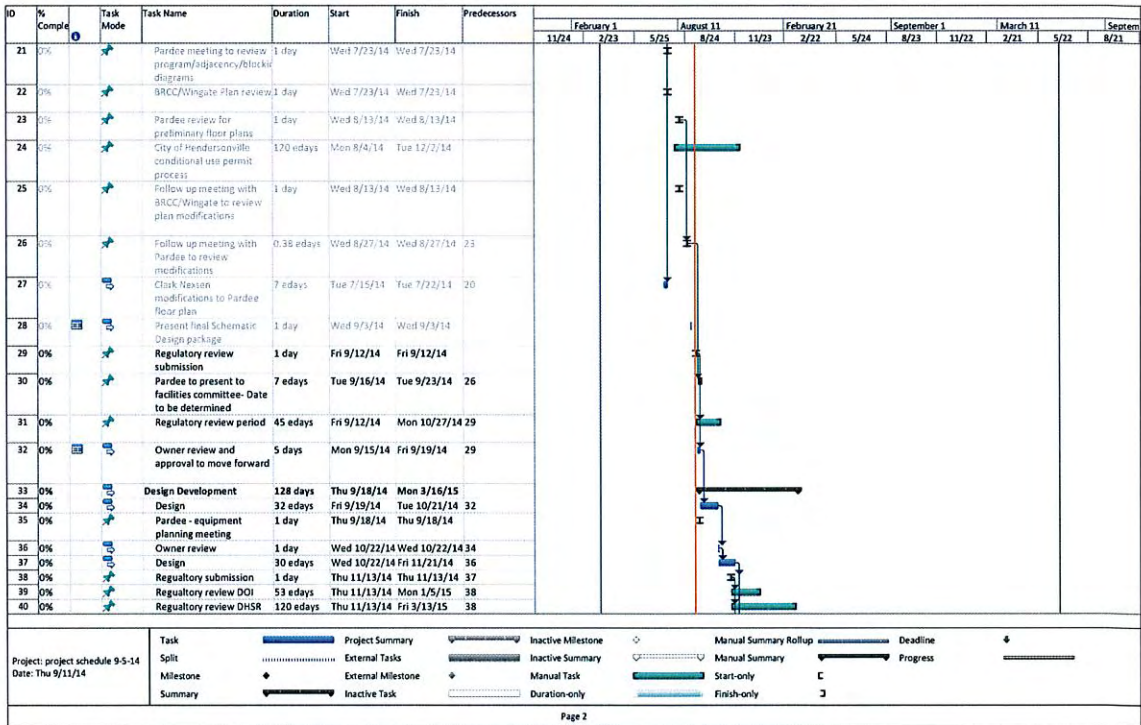
Hard Costs + Construction Contingency					
	Construction Costs	Contingency	FFE budget	Technology	
Core and Shell base building	\$ 12,374,743.58	\$ 618,737.18	\$ 380,000.00	\$ 150,000.00	
Tenant Improvements	\$ 14,045,573.25	\$ 702,278.66	\$ 432,000.00	\$ 150,000.00	
<b>Total Hard Costs</b>	<b>\$ 26,420,316.83</b>	<b>\$ 1,321,015.84</b>	<b>\$ 812,000.00</b>	<b>\$ 300,000.00</b>	
<b>Soft Costs</b>					
A/E fees	\$ 2,496,719.94				
Commissioning	\$ 264,203.17				
CM pre-con	\$ 138,706.66				
Geo Tech	\$ 30,000.00				
Survey	\$ 13,000.00				
Special Inspections	\$ 138,706.66				
Material testing	\$ 138,706.66				
Permitting	\$ 124,836.00				
<b>Total soft costs</b>	<b>\$ 3,344,879.10</b>				
<b>Grand Total Project Cost</b>				<b>\$ 32,198,211.77</b>	



Total project costs are considered when looking at the costs associated with the project. A budget has been established working with historical data from similar projects. The Building costs are the bricks and mortar. Also included in the project is a contingency. Contingency accounts for market variations, unsuitable soils, modifications during construction. There is also a furniture and technology budget that will be needed for common areas within the building such as the main lobbies. There are soft costs as well, which include design fees, material testing, special inspections, and geotechnical investigations. All of these items together provide the total project budget.

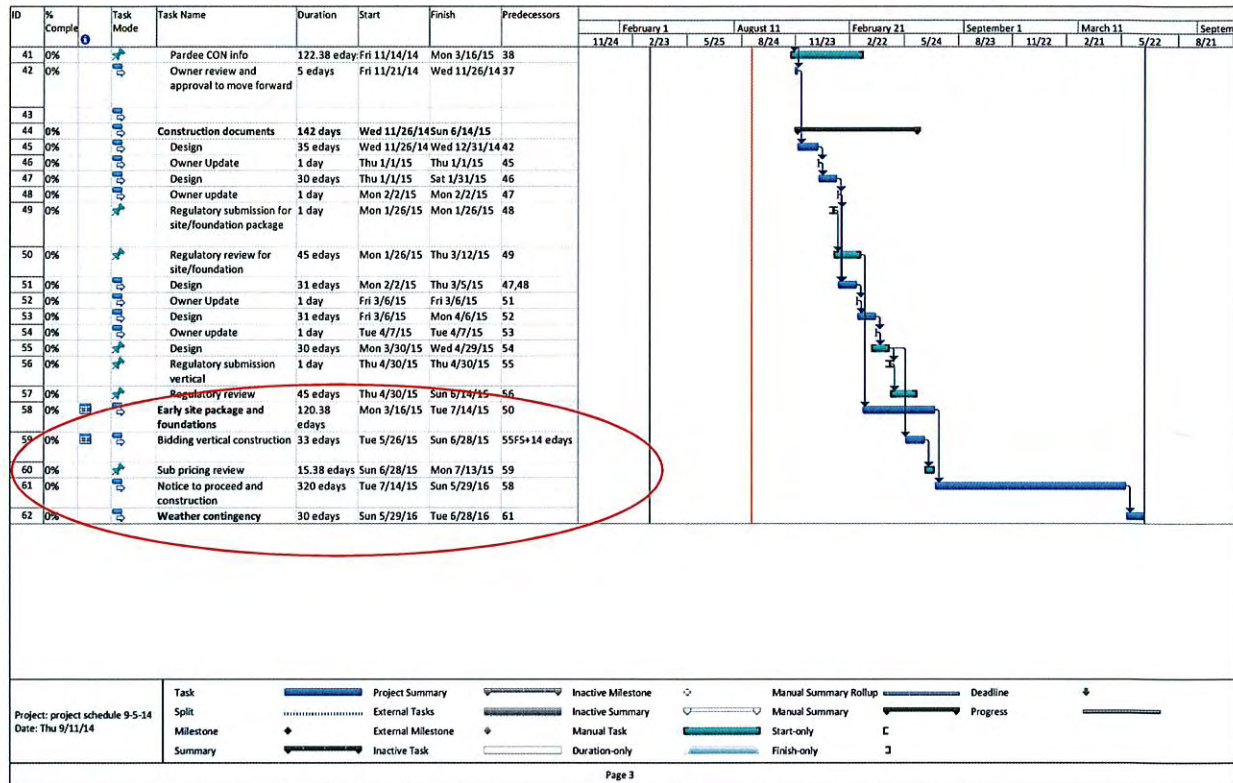


The schedule is being tracked on a regular basis. Key dates are input as well as meeting dates with the individual tenants. The areas in grey have already been accomplished.





The project is well into the design development stage and working toward the ultimate goal of beginning the horizontal construction.



Commissioner Young made the motion that the Board of Commissioners accepts the preliminary design of the Joint Medical Education Facility and directs staff to continue development. All voted in favor and the motion carried.

**PARDEE HOSPITAL BUDGET PRESENTATION**

Vice President of Finance, CFO Alan House, from Margaret R. Pardee Memorial Hospital (Henderson County Hospital Corporation) had submitted the organization’s proposed budget for FY2015 as approved by the Board Finance Committee, to the Board of Commissioners as required by the Corporation’s bylaws.

Jay Kirby, CEO stated Pardee Hospital is in transition and prepared, while sustaining conditions.

**FY15 Operating & Capital Budget Approval Request Summary:**

- Consolidated Net Operating Margin of 1.5% (\$2.5M)
- Total Margin of 2.6% (\$4.2M)
- Average charge increase not to exceed an average of 5%, effective 10/1/2014
- Salary (merit) increase will not exceed an average of 2.0%. effective 4/1/15 contingent on market conditions and financial performance
- Cash flow of (\$781K) with borrowing of \$7.0M
- Capital will not exceed \$20.3M

Pardee is currently seventy-three (72) positions under budget. UNC has helped extremely over the last three (3) years as the cost of management fees has yielded a return of over four (4) million dollars.



**BENT CREEK PROPERTY**

County Manager Steve Wyatt stated at the April 16, 2014 meeting, the Board approved an Inter-Local Agreement with the City of Asheville, through legislation, related to the sale of the Bent Creek Property from previous water dealings. The sale of the property will be shared 50/50 and funds used toward a Law Enforcement shooting range.

A certified appraisal was completed with a \$6.815 million value reported. This is a unique property and staff feels the appraisal is fair. The County is now in the position to move forward with marketing. The Board was requested to consider the recent appraisal of that property, and direct staff accordingly.

*Commissioner Edney made the motion that the Board directs staff to market the Bent Creek property, advising the public of the sale, and considering any offer at or above the appraised value, plus the cost of the appraisal. All voted in favor and the motion carried.*

**NCACC LEGISLATIVE GOALS**

Chairman Messer stated at the Board's September 2, 2014 meeting, discussion was continued on Legislative Goals to be submitted to the NC Association of County Commissioners. The board directed staff to come back with three goals based on the discussion of the board. Those goals are as follows:

1. In order to adequately fund the education of our children, Henderson County requests that the General Assembly reinstate original distribution formula previously adopted by state law for School funding.
2. Protect the State of North Carolina and its Counties by investing in economic development to provide opportunities for growth and development.
3. Protect the State of North Carolina's Agriculture Industry by requesting the State to work with Congress to resolve our National immigration issues.

*Chairman Messer made the motion that the Board approves the goals and requests they be submitted to the North Carolina Association of County Commissioners. All voted in favor and the motion carried.*

**COUNTY MANAGER'S REPORT**

Commissioner Hawkins reported he would be attending the NCACC sub-committee meeting in October to assist with review of the legislative goals submitted by the one-hundred (100) counties in North Carolina.

**IMPORTANT DATES****Set Public Hearing – Project Warm Products Economic Development Incentives**

The Board is requested to set a public hearing on whether to offer economic development incentives regarding Project Warm Products.

The requested date and time for the public hearing is October 6, 2014, at 5:30 o'clock p.m.

*Chairman Messer made the motion that the Board sets a public hearing on October 6, 2014, at 5:30 o'clock p.m. to consider offering economic development incentives regarding Project Warm Products. All voted in favor and the motion carried.*

**Schedule a Public Hearing for the FY 2015 Rural Operating Assistance Program (ROAP) Application to the North Carolina Department of Transportation**

Staff requests that the Board of Commissioners schedule a public hearing regarding a proposed grant application for the FY 2015 North Carolina Department of Transportation (NCDOT) Rural Operating

Assistance Program (ROAP). Staff anticipates an FY 2015 ROAP allocation to Henderson County totaling \$196,095 (decreased by \$34,924 from FY 2014). A draft application is being developed through a required community input process. Staff anticipates the availability of the application for public review beginning September 22, 2014 at the Henderson County Planning Department through the date of the public hearing.

Henderson County submits the application on behalf of the operator, Western Carolina Community Action (WCCA), in order to supplement demand response transit and special needs projects for rural areas of the County.

These grant funds provide for countywide senior and disabled transportation programs, transportation for a WorkFirst educational program, and continuation of public transit services to Edneyville. None of the programs require matching funds from Henderson County.

A public hearing is required as part of the ROAP application process.

*Chairman Messer made the motion that the Board schedules a public hearing regarding the FY 2015 Rural Operating Assistance Program grant application for Monday, October 6, 2014 at 5:30 p.m. All voted in favor and the motion carried.*

**Set Public Hearing for YMCA of Western North Carolina**

The Board is requested to set a public hearing for the YMCA of Western North Carolina.

YMCA of Western NC is a tax exempt entity under Internal Revenue Code section 501(c)(3), and is seeking to issue tax exempt financing. Before any 501(c)(3) entity can issue tax exempt financing, they are required to have a "TEFRA" public hearing in each county in which a project subject to the financing is located. ("TEFRA" is the Tax Equity and Fiscal Responsibility Act of 1982.) A TEFRA hearing gives the public an opportunity to comment on the use of the tax-exempt funds by the borrowing institution to finance its capital needs.

The requested date and time for the public hearing is October 6, 2014, at 5:30 o'clock p.m.

*Chairman Messer made the motion that the Board sets a public hearing on October 6, 2014, at 5:30 o'clock p.m. regarding a Public Hearing for YMCA of Western North Carolina. All voted in favor and the motion carried.*

**Library Centennial Celebration**

Commissioner Young reminded everyone of the upcoming 100 year library celebration on Sunday, September 21, 2014 from 1:00 p.m. to 4:00 p.m. at the Main Library's Kaplan Auditorium.

**ADJOURN**

*Commissioner Thompson made the motion to adjourn at 11:30 a.m. All voted in favor and the motion carried.*

Attest:

\_\_\_\_\_  
Teresa L. Wilson, Clerk to the Board

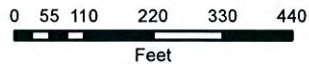
\_\_\_\_\_  
Charles D. Messer, Chairman



# Renaming of Carousel Corner Drive



All information or data provided (whether subscribed, purchased or otherwise distributed) is provided as is, without any warranties, including the warranties of merchantability or of fitness for a particular purpose. Henderson County and its employees make no warranties or guarantees, either expressed or implied. Use of the information or data subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk.



1 inch = 300 feet



Street proposed  
to be renamed



Map Created by Curtis Griffin  
Henderson County Planning Dept  
Property Addressing Office  
09/04/2014





# Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

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

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

Thursday, September 04, 2014

## Re: Tax Collector's Report to Commissioners - Meeting Date 17 September 2014

Please find outlined below collections information through 03 September 2014 for the 2014 real and personal property bills mailed out on 28 August 2014, as well as registered motor vehicles billed and collected by our office. As a point of reference, we also have included collections information as of the same date last year.

### Annual Bills G01 Only:

<b>2014 Beginning Charge:</b>	<b>\$58,566,300.86</b>	<b>2013 Beginning Charge:</b>	<b>\$57,418,375.81</b>
Discoveries & Imm. Irreg.:	\$59,117.98	Discoveries & Imm. Irreg.:	\$218,771.75
Releases & Refunds:	(\$17,889.01)	Releases & Refunds:	(\$147,826.38)
<b>Net Charge:</b>	<b>\$58,607,529.83</b>	<b>Net Charge:</b>	<b>\$57,489,321.18</b>
Unpaid Taxes:	\$58,063,433.00	Unpaid Taxes:	\$50,515,338.46
Amount Collected:	\$544,096.83	Amount Collected:	\$6,973,982.72
<b>Percentage Collected:</b>	<b>0.93%</b>	<b>Percentage Collected:</b>	<b>12.13%</b>
Through: 3-Sep-2014		Through: 3-Sep-2013	

### Motor Vehicle Bills G01 Only:

<b>2014 Beginning Charge:</b>	<b>\$11,607.01</b>	<b>2013 Beginning Charge:</b>	<b>\$1,640,276.13</b>
Discoveries & Imm. Irreg.:	\$0.00	Discoveries & Imm. Irreg.:	\$918.96
Releases & Refunds:	(\$934.01)	Releases & Refunds:	(\$25,672.78)
<b>Net Charge:</b>	<b>\$10,673.00</b>	<b>Net Charge:</b>	<b>\$1,615,522.31</b>
Unpaid Taxes:	\$4,240.59	Unpaid Taxes:	\$830,068.87
Amount Collected:	\$6,432.41	Amount Collected:	\$785,453.44
<b>Percentage Collected:</b>	<b>60.27%</b>	<b>Percentage Collected:</b>	<b>48.62%</b>
Through: 3-Sep-2014		Through: 3-Sep-2013	

### Fire Districts All Bills:

<b>2014 Beginning Charge:</b>	<b>\$6,499,268.43</b>	<b>2013 Beginning Charge:</b>	<b>\$6,578,364.51</b>
Discoveries & Imm. Irreg.:	\$3,898.53	Discoveries & Imm. Irreg.:	\$35,454.74
Releases & Refunds:	(\$1,461.38)	Releases & Refunds:	(\$26,675.50)
<b>Net Charge:</b>	<b>\$6,501,705.58</b>	<b>Net Charge:</b>	<b>\$6,587,143.75</b>
Unpaid Taxes:	\$6,431,360.43	Unpaid Taxes:	\$5,717,572.60
Amount Collected:	\$70,345.15	Amount Collected:	\$869,571.15
<b>Percentage Collected:</b>	<b>1.08%</b>	<b>Percentage Collected:</b>	<b>13.20%</b>
Through: 3-Sep-2014		Through: 3-Sep-2013	

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

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

LARRY R. YOUNG  
J. MICHAEL EDNEY  
GRADY H. HAWKINS

September 17, 2014

United Financial of North Carolina, Inc.  
58 Wilkie Way  
Fletcher, NC 28732

Re: Lease Purchase Agreement between United Financial of North Carolina, Inc., and  
Etowah-Horse Shoe Volunteer Fire Department, Inc.

Dear Sirs:

I am Chairman of the County Commissioners of Henderson County. This letter is to advise you that Etowah-Horse Shoe Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department assigned to protect a specific Fire District within this County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm.

Please be advised that the County has no objection to this transaction.

Sincerely,



Charles D. Messer, Chairman  
Henderson County Commission

**A RESOLUTION PRESCRIBING PROCEDURES  
FOR DISPOSING OF  
PERSONAL PROPERTY VALUED AT LESS THAN \$30,000**

BE IT RESOLVED by the Board of Commissioners of the County of Henderson:

**Section 1.** The Purchasing Agent is hereby authorized to dispose of any surplus personal property owned by the County of Henderson, whenever the Purchasing Agent and Finance Director, jointly determine that:

- (a) the item or group of items has a fair market value of less than thirty thousand dollars (\$30,000.00);
- (b) the property is no longer necessary for the conduct of public business; and,
- (c) sound property management principles and financial considerations indicate that the interests of Henderson County would best be served by disposing of the property.

**Section 2.** The Purchasing Agent may dispose of any such surplus personal property by any means which he or she judges reasonably calculated to yield the highest attainable sale price in money or other consideration, including but not limited to the methods of sale provided in Article 12 of N.C. Gen. Stat. Chapter 160A. Such sale may be public or private, and with or without notice and minimum waiting period.

**Section 3.** The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to Henderson County if greater value may be obtained in that manner, and the Purchasing Agent is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Purchasing Agent may obtain any reasonably available salvage value or cause it to be discarded. No surplus property may be donated to any individual or organization except by resolution of the Henderson County Board of Commissioners.

**Section 4.** The Purchasing Agent shall keep a record of all property sold under authority of this resolution and that record shall generally describe the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

**Section 5.** This resolution is enacted pursuant to the provisions of N.C. Gen. Stat. § 160A-266(c).

**Section 6.** This resolution shall become effective upon adoption.



THIS the 17<sup>th</sup> day of September, 2014.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: *Charles Messer*  
Charles Messer, Chairman

ATTEST:

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

[OFFICIAL SEAL]



**A RESOLUTION PRESCRIBING PROCEDURES  
FOR DISPOSING OF  
PERSONAL PROPERTY VALUED AT LESS THAN \$30,000**

BE IT RESOLVED by the Board of Commissioners of the County of Henderson:

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**HENDERSON COUNTY BOARD OF COMMISSIONERS**

BY: *Charles Messer*  
Charles Messer, Chairman

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

[OFFICIAL SEAL]



§ 160A-266. Methods of sale; limitation

(c) A city council may adopt regulations prescribing procedures for disposing of personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items in substitution for the requirements of this Article. The regulations shall be designed to secure for the city fair market value for all property disposed of and to accomplish the disposal efficiently and economically. The regulations may, but need not, require published notice, and may provide for either public or private exchanges and sales. The council may authorize one or more city officials to declare surplus any personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value, and to convey title to the property for the city in accord with the regulations. A city official authorized under this section to dispose of property shall keep a record of all property sold under this section and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

Contract No. \_\_\_\_\_

**AGREEMENT  
For 911 Fund Allocations to a Secondary PSAP**

THIS AGREEMENT (the Agreement) is made effective the **1st** day of **July 2014** by and between the **County of Henderson** (hereinafter referred to as “the County”), a unit of local government operating a Primary PSAP in Henderson County North Carolina, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. The County and the Board (together “the Parties”) hereby agree as follows:

**WITNESSETH:**

WHEREAS, the 911 Board was created by SL 2007-383 (N.C. Gen. Stat. §62A-40 *et seq.*) to collect and administer the 911 Fund; and

WHEREAS, the 911 Board adopted a policy allowing allocation of distributions from the 911 Fund for eligible expenditures of a Secondary PSAP; and

WHEREAS, the County presently transfers 911 calls to the City of Hendersonville, a Secondary PSAP, which relieves the County from completing the call taking process and dispatching such 911 calls; and

WHEREAS, the County and the Secondary PSAP operate within the same 911 System and desire distributions from the 911 Fund for further distribution to, or for the benefit of, a Secondary PSAP; and

WHEREAS, the Parties desire to contract in accordance with the Secondary PSAP funding policy of the Board;

NOW, THEREFORE, the Parties enter into this Agreement to implement the Board’s Secondary PSAP Funding Policy attached hereto as Exhibit A, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

- a. Definitions set forth in N.C. Gen. Stat. §62A-40 *et seq.* are incorporated herein.
- b. Back-up PSAP means a facility equipped to operate as part of the 911 System and all other features of its associated primary PSAP. A Backup PSAP receives 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP.
- c. Interoperable: Capability of the telephone systems of the Primary and Secondary PSAPs to ensure complete transfer of a 911 call.
- d. Secondary PSAP Funding Policy means Exhibit A to this Agreement and as the Policy may be amended.
- e. A secondary PSAP is able to receive the voice and data of an Enhanced 911 call transferred from a primary PSAP and to complete the call taking process dispatching law, medical, fire or other responder. Receiving the voice and data of an Enhanced 911 call includes all identification and location data generated by the Subscriber.



- f. Executive Director: the Executive Director of the 911 Board.
  - g. Allocated Funds: the amount authorized by the 911 Board for distribution to the County for further allocation to the secondary PSAP determined annually based on a “per 911 call basis” as measured by the Electronic Call Analysis Tracking System. These Allocated Funds shall not diminish the monthly base amount distribution to the Primary PSAP, nor modify the Primary PSAP carryforward pursuant to N.C.G.S. §62A-46(b1).
  - h. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. The 911 Funds are State Funds. The County recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
  - i. Unit of Local Government: As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.
2. Secondary PSAP: The secondary PSAP to receive the Allocated Funds is operated by the City of Hendersonville, and receives 911 calls transferred from the primary PSAP to complete the call taking and dispatching processes. The County agrees and acknowledges that the conditions set forth in Exhibit A, the Board’s Secondary PSAP Funding Policy, have been satisfied, and
- a. Allocated Funds shall be determined by the Board and utilize call data from a single Primary PSAP. Allocated Funds shall not be available for Back-up PSAPs.
  - b. The County shall provide its interlocal agreement with the Secondary PSAP’s governing body to the Executive Director prior to disbursement of the Allocated Funds from the 911 Fund.
  - c. 911 System equipment may be procured by the County and placed within either the Primary or Secondary PSAP; provided that such equipment used to complete the call taking and dispatch processes shall be interoperable if purchased by the Primary PSAP; e.g. Computer Aided Dispatch (CAD).
  - d. To the greatest extent practicable, expenditures of the Allocated Funds shall be made to ensure greater interoperability in call taking, processing and dispatching appropriate responders.
  - e. The County will collect and compile documents as directed by the 911 Board for the purpose of the County’s verifying the requirements of the Secondary PSAP Funding Policy.
  - f. The County shall assist the 911 Board in any audits of the 911 Fund by supplying required document(s) to satisfy the requests of an auditor.
3. Changes in Fund Distributions.
- a. If changes are requested with respect to 911 Fund distributions or allocations, such changes must be authorized in writing by the Parties. The 911 Board will not

approve any changes that exceed its authority under N.C. Gen. Stat. §62A-40 *et seq.*, or subsequent modification thereof.

b. Alternative: A secondary PSAP may carry forward allocated funds for eligible expenditures for capital outlay, capital improvements, or equipment replacement. Amounts carried forward to the next fiscal year from allocated funds made by the 911 Board may not be used to lower the allocated funds unless the amount is greater than twenty percent (20%) of the average yearly amount distributed to the PSAP in the prior two years. The 911 Board may allow a secondary PSAP to carry forward a greater amount without changing the PSAP's allocated funds.

c. Administrative expenses or costs of the County, PSAP or Secondary PSAP are not eligible expenses for 911 Fund distributions.

d. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform its obligations under this Agreement.

e. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.

f. A request for change in the allocation of funds must be submitted to the 911 Board Executive Director in writing, stating the basis for the request, at the same times permitting a Primary PSAP to submit requests for additional funds. The County shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of such additional funds.

4. Term of Agreement. The term of this Agreement shall commence on July 1, 2014 (the "Effective Date") through June 30, 2015 (End Date), and automatically renew for an additional one (1) year term, unless otherwise terminated or amended as provided herein. The Agreement shall terminate upon the End Date unless sooner terminated under Paragraph 8; or amended by written agreement to extend said date by the Parties or their successors in interest. Allocated Funds provided by the 911 Board may not be utilized for expenses incurred by the County or Secondary PSAP prior to the Effective Date or subsequent to the End Date.

5. Distribution of Funds. Allocated Funds for FY 2014-2015 in the amount of Seventy Seven Thousand Six Hundred Thirty Nine Dollars [\$77,639] will be delivered to the Primary PSAP together with the monthly base amount distributed to the Primary PSAP.

a. Funds shall be distributed only for expenses that are eligible under N.C. Gen. Stat. §62A-40 *et seq.* and the policies of the 911 Board.

b. Administrative costs are not allowable expenses.

c. The County will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission.

d. In the event the County breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 6, 11, and 14 are untrue as to a material fact as of the date of this Agreement, the County shall return



any un-distributed Allocated Funds held by the County and refund sums equal to any non-eligible expenses paid with Allocated Funds. The County's obligations that are created by this subsection to return Allocated Funds and to refund sums, apply only to Allocated Funds held by the County. Allocated Funds are "held" by the County only to the extent they are in the actual, not constructive, possession of the County.

e. The County must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

6. Independent Status of the County.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between the County and any third party; nor with the 911 Board.

b. The Parties acknowledge that the County is an independent entity. The County shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make the County an agent of the 911 Board. The County shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.

7. Records, Records Retention.

a. The County shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data consistent with the Board's funding model and policies.

b. The County shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement for five (5) years from the End Date. In the event such records are audited, all such records shall be retained beyond the five-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, the County agrees to make available to the State Auditor, the County, or designated representatives of the foregoing, all of its records which relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. The County acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.*, Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government and Fiscal Control Act - Annual Independent Audit, Rules, N.C. Gen. Stat. §62A-40 *et seq.* and the policies, procedures and rules of the 911 Board; as applicable.

8. Termination; Availability of Funds.

a. If the County fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and by specifying the effective date of termination. In such event, the 911 Board shall have

no responsibility to make additional payments under this Agreement after the Termination Date. The County shall return all undistributed Allocated Funds to the Board without the demand therefor. The County shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the County for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

b. The Board may terminate this Agreement immediately upon notice to the County at any time if sufficient funds are not available to satisfy the Allocated Funds, or if the Secondary PSAP fails to meet the policies, procedures or rules of the Board.

c. Either party may terminate this Agreement upon sixty (60) days' notice, or by mutual consent as may be agreed. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 15 below.

d. Termination of this Agreement by the County shall not prohibit the 911 Board from seeking remedy for additional costs consequential to the termination, which are incurred by the 911 Board. The County shall repay to the 911 Board any Allocated Funds received in excess of such distributions due under this Agreement.

e. The County recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

9. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by the County or Secondary PSAP, or its contractors.

10. Remedies. In the event of the County's non-compliance with any provision in this Agreement or the Secondary PSAP's failure to adhere to the policies, rules and statutes of the Board, or the provisions of this Agreement or the corresponding interlocal agreement, the Board may take any actions authorized by the policies, rules and statutes of the Board or by this Agreement. These remedies include, but are not limited to, reducing or suspending Allocated Funds or terminating such, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible expenditures. However, no termination of this Agreement or the corresponding interlocal agreement removes the reporting and records retention requirements of this Agreement.

11. The County's Representation and Warranties. the County hereby represents and warrants that:

a. The County and the Secondary PSAP are duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of the County, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of the County, and does not violate any applicable organizational documents of the County, or any agreement or undertaking to which it is a party or by which it is bound.

c. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the County's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the County's ability to discharge its obligations under this Agreement.

d. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by the County. The County shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

e. The County will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects associated with the Allocated Funds, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

12. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. The County shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay the County's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

13. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefore if so advised by either Party's legal counsel.

14. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. General Statutes 132-1, *et seq.* Proprietary information may be subject to N.C. Gen. Stat. §62A-52. The County shall ensure that any third party is encouraged to review the applicable laws prior to submitting any information or documentation believed to be proprietary, and that any proprietary information is properly identified at the time of receipt.

a. The Parties shall maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* and N.C. Gen. Stat. §62A-52. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from disclosures pursuant to the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.



b. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against an assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing each Party agrees that it will provide prompt notice of such action, intervene in the action through its counsel and participate in defending the Parties, including any public official(s) or public employee(s). The 911 Board shall have no liability to the County or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

15. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, by facsimile, or by e-mail, as follows:

If to the 911 Board:       Attn: Richard Taylor, Executive Director  
                                  N.C. 911 Board  
                                  P.O. Box 17209  
                                  Raleigh, NC 27609

E-Mail: Richard.Taylor@nc.gov

If to the County:         Attn: Director of Communications  
                                  Henderson County Sheriff's Office  
                                  100 N. Grove St.  
                                  Hendersonville, NC 28792

Fax: 828-697-4613

E-Mail : lstanley@hendersoncountync.org

or addressed to such other address or to the attention of such other individual as the 911 Board or the County shall have specified in a notice delivered pursuant to this Subsection.

16. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake the County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulate that Wake County shall be the proper venue for all matters.

17. General Provisions and Conditions.

a. The 911 Board may request from the County certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. The County recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. Nondiscrimination. The County agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

c. Conflict of Interest. The County certifies that to the best of its knowledge no employee or officer of the County has any pecuniary interest in the business of the 911 Board or Allocated Funds, and that no person associated with the County has any interest that would conflict in any manner with the performance of the Agreement.

d. Compliance with Laws. The County shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

e. Non-Assignability. The County shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board.

f. Future Cooperation. The Board and the County agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

18. Entire Agreement. This Agreement supersedes all prior agreements or discussions between the 911 Board and the County, and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**County of Henderson**

By: *Mac [Signature]*  
Chairman, Board of Commissioners

Date: 9/17/14

ATTEST:

*Ceresa L. Wilson*



This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

By: *Janice [Signature]*  
Chief Finance Financial Officer

**N.C. 911 Board**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A  
911 Board Secondary PSAP Funding Policy

Exhibit B  
Interlocal Agreement