

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
MONDAY, FEBRUARY 3, 2014**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.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 Grady Hawkins, Commissioner Mike Edney, 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: Senior Planner Autumn Radcliff, Assistant Fire Marshal Wally Hollis, Deputy Attorney Sarah Zambon, Engineer Marcus Jones, HR Director Jan Prichard, Lieutenant Tim Griffin, Assessor/Tax Collector Stan Duncan, Delinquent Tax Collector Lee King, Planner Matt Cable, Sheriff Charlie McDonald, Captain Steve Carter, Finance Director Carey McLelland, Department of Health Administrative Assistants Cathy Nicholson and Vicky Dillon, Planner Parker Sloan, Christina Hallingse – videotaping, and officer David Pierce as security.

CALL TO ORDER/WELCOME

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

PLEDGE OF ALLEGIANCE

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

RESOLUTION OF APPRECIATION – TOM BRIDGES

Commissioner Young and Board of Health Chair Terry Hicks recognized Tom Bridges and presented Mr. Bridges with a framed resolution. Commissioner Young read the resolution in honor of Mr. Bridges retirement.

RECOGNITION IN APPRECIATION- DAVID WHITSON

County Manager Steve Wyatt recognized David Whitson and spoke of the outstanding job Mr. Whitson did while serving 2.5 years as assistant county manager. The Commissioners thanked Mr. Whitson for his service. Mr. Whitson was presented a framed picture of the Historic Courthouse.

PROCLAMATION – PURPLE HEART COUNTY

Commissioner Hawkins shared the following information included in the proclamation:

The Purple Heart is the oldest decoration in present use and was initially created as the Badge of Military merit by General George Washington in 1782. The Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States.

The mission of the Military Order of Purple Heart, Chartered by an act of Congress, is to foster an environment of goodwill among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly...make sure we never forget.

Henderson County residents have been engaged in every war against a declared enemy fought by the United States, including the war for the nation's independence. Henderson County recognizes the commitment and increasing sacrifices required of military families. Henderson County pledges its ongoing commitment to, and support for, the men and women who so honorably serve our nation.

DATE APPROVED: February 19, 2014

The Henderson County Board of Commissioners hereby declares: Henderson County as a Purple Heart County in the State of North Carolina.

It was the consensus of the Board to adopt the resolution.

PUBLIC HEARINGS

REZONING APPLICATION #R-2013-06

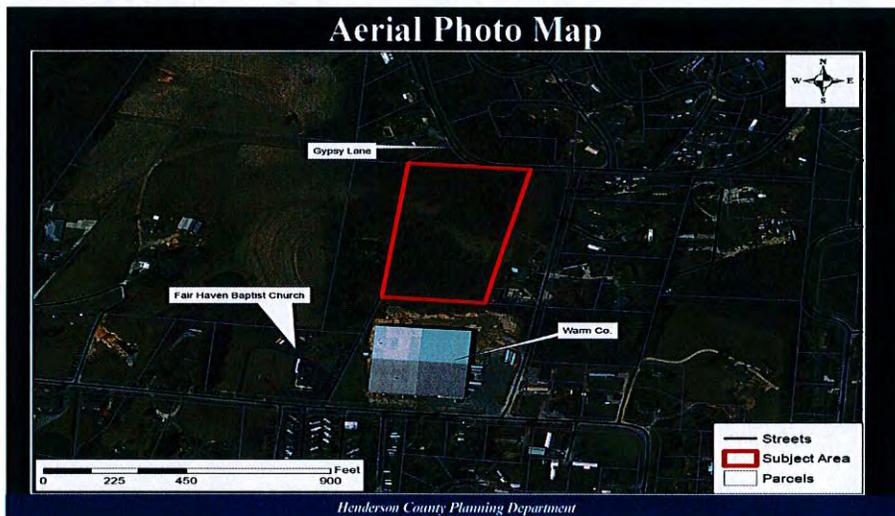
Chairman Messer made the motion that the Board go into public hearing regarding rezoning application #R-2013-06. All voted in favor and the motion carried.

Planner Parker Sloan stated rezoning Application #R-2013-06, which was submitted on November 20, 2013 requests the County rezone a 5 acre tract. The applicant requests a rezoning from a Residential Two Rural (R2R) to an Industrial (I) zoning district. The subject area is owned by Chumbley Family LLC and the applicant is the Warm Company.

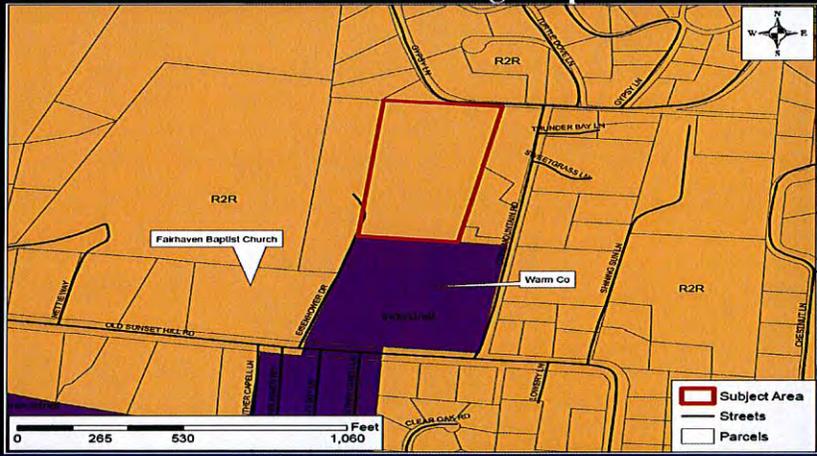
The Henderson County Planning Board considered rezoning application #R-2013-06 at its regularly scheduled meeting on December 19, 2014. During that meeting, the Planning Board voted unanimously to send forward a favorable recommendation on rezoning application #R-2013-06 to rezone the Subject Area to an Industrial (I) zoning district.

Before taking action on the application, the Board of Commissioners must hold a public hearing. In accordance with §200A-314(C) and §200A-337(B) of the Henderson County Land Development Code and State Law, notices of the February 3, 2014, public hearing regarding rezoning application #R-2013-06 were published in the Hendersonville Tribune on January 16, 2014 and January 23, 2014. The Planning Department sent notices of the hearing via first class mail to the owners of properties adjacent to the Subject Area and the subject area property owner on January 22, 2014 and posted signs advertising the hearing on the Subject Area on January 23, 2014.

After holding the required hearing, Planning Staff recommends that the Board of Commissioners approve the application to rezone the Subject Area to a Industrial (I) zoning district. State law requires that the Board adopt a written statement of consistency with the County Comprehensive Plan (CCP). A draft resolution was provided.

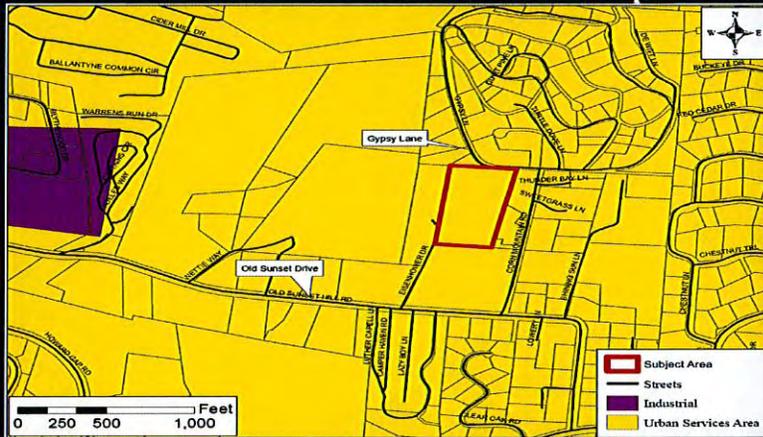


Current Zoning Map



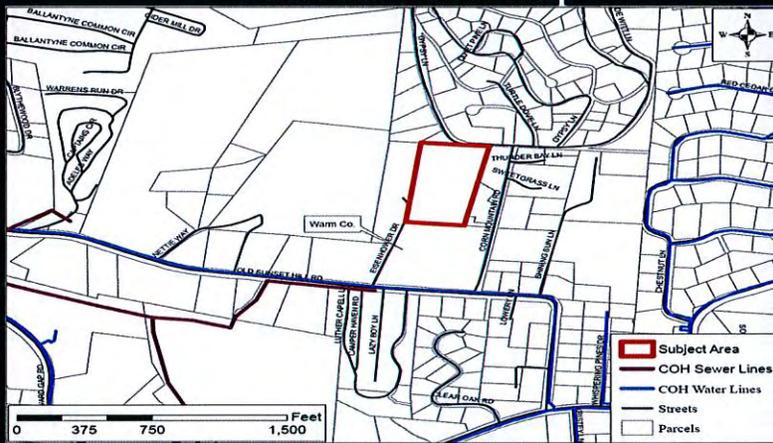
Henderson County Planning Department

2020 CCP Future Land Use Map

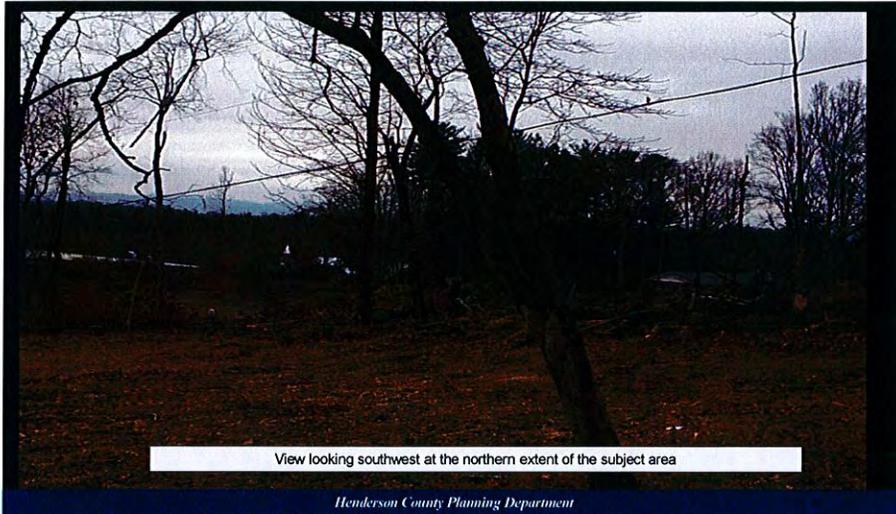


Henderson County Planning Department

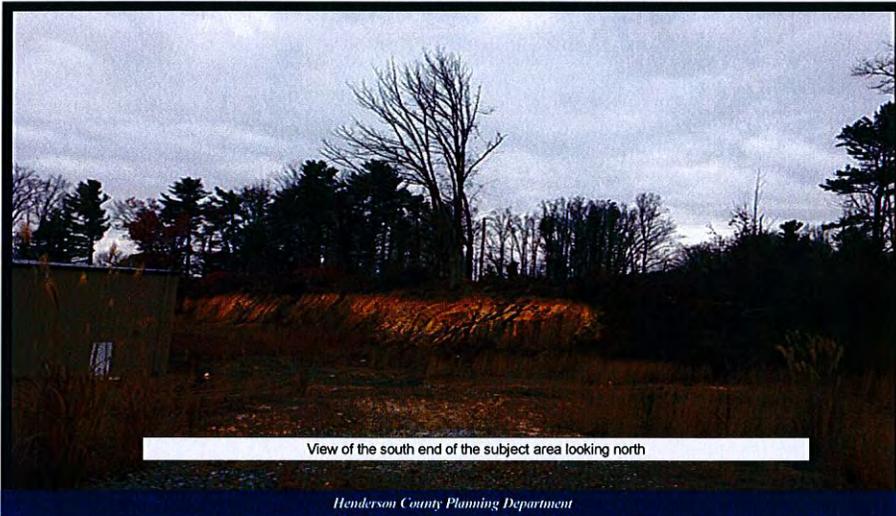
Water and Sewer Map



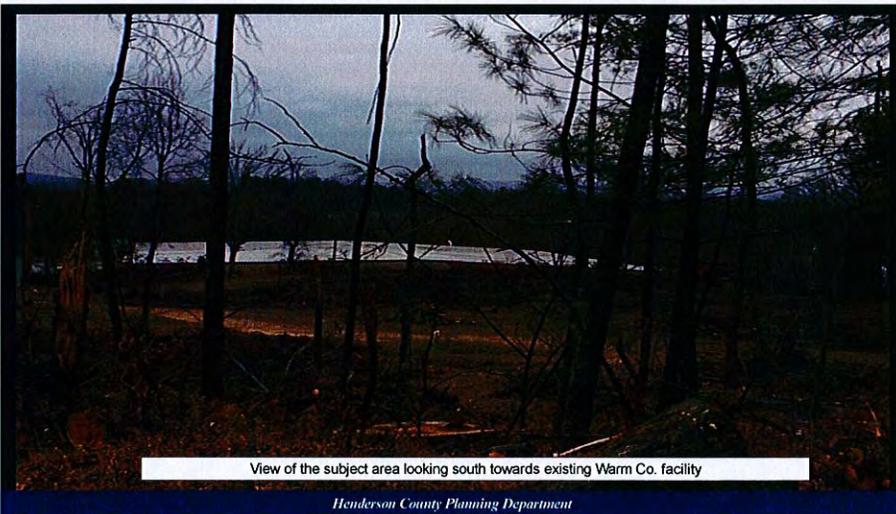
Henderson County Planning Department



Henderson County Planning Department



Henderson County Planning Department



Henderson County Planning Department

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 Edney made the motion that the Board adopts the resolution regarding the consistency with the CCP. All voted in favor and the motion carried.

Commissioner Thompson moved that the Board adopt the proposed map amendment. All voted in favor and the motion carried.

INFORMAL PUBLIC COMMENTS

1. Dr. Ralph Bastedo – Dr. Bastedo shared 5 basic principles of flag design. Flags should be simple, meaningful, use only 2-3 basic colors, contain no lettering or seals, and avoid duplicating other flags.
2. Mary Davis – Ms. Davis is a teacher. She feels morale is low at this time, and teachers deserve a raise. She asked the Board to consider raising the supplement in the coming year.
3. Holly Robinson – Ms. Robinson spoke on behalf of the Green River Community. She asked the Board to consider allocating addition funds for their park. Great progress has been made thus far.
4. John Dockendorf – Mr. Dockendorf asked the Board to continue with the same tax rate rather than dropping it, and give the extra money to the schools instead. The tax base for Henderson County Schools is too low. Teacher supplements need to be increased, foreign languages need to be brought in at a younger age, field trips need to be taken, and outdoor education/science is needed.
5. Thomas Hendley – Mr. Hendley is the president of the Henderson County Senior Softball League. He shared information about the league and the fact that it continues to grow.
6. Debra Stierwalt – Ms. Stierwalt spoke in regard to the Green River Park. She thanked the Board for continuing to support the park. This has been a long time dream.

DISCUSSION/ADJUSTMENT OF AGENDA

Chairman Messer requested the addition of Discussion Item F “Sharon’s Place”. Commissioner Edney requested pulling Consent Item G “Addition of Fees for HCSO storage of vehicles” for discussion. Commissioner Thompson requested pulling Consent Item O “Offer to purchase tax-foreclosed property” for discussion.

Commissioner Thompson made the motion to adopt the agenda with changes as noted above. All voted in favor and the motion carried.

Addition of Fees for HCSO storage of vehicles – pulled for discussion

The Board of Commissioners is requested to add the following fees to FY 2013-2014 Fee Schedule.

Department	Item	Fee
Sheriff	Storage of vehicles	\$5/day

Currently the Sheriff’s Office does not charge a fee for storage and there are several vehicles that have been there a significant period of time. In order to dispose of these vehicles, staff has been advised by the Clerk of Court’s Office that the easiest and least expensive way to do this is to charge storage fees and then place mechanic liens on the vehicles. The cost of towing will also be charged back to the vehicle’s owner but is not included in the fee schedule.

The Board of Commissioners is requested to amend the FY 2013-14 Fee Schedule to incorporate the proposed new fees.

Commissioner Edney requested an addition of language to this item, to clarify County policy regarding when this fee would be charged.

Commissioner Edney made the motion that the Board of Commissioners amends the FY 2013-14 Fee Schedule to incorporate the new fees as proposed, however, the first day such fee is allowed to be charged (unless imposed by a Court of competent jurisdiction) is the second day after the owner of the vehicle is notified, in writing, that they are lawfully entitled to retrieve the vehicle from the County's impound area. Written notice shall be presumed to have been received three business days after a letter has been mailed to the registered owner's address as maintained by the Department of Motor Vehicles. All voted in favor and the motion carried.

Offer to purchase tax-foreclosed property – pulled for discussion

Donald K. Henderson offered to purchase a parcel of real estate which was subject to a tax foreclosure by the County.

The property is described as 22 Rice Road, in Fletcher, Henderson County, with parcel identification number 9926669 (PIN 9653845717), with a tax value of \$16,900.00. The offered price is the sum of Twenty-two Dollars (\$22.00), plus the buyer will within thirty (30) days of closing demolish and remove all existing structures on the premises, and abandon and close the existing open well under the supervision of the Department of Public Health.

It is believed that this lot was originally foreclosed by the County in 1970. No taxes have been received on the property since that time.

If the Board agrees to provisionally accept this offer, it would be subject to advertisement in The Hendersonville Tribune and ten-day period of upset bids pursuant to your policy. Although not required, as a courtesy it is the custom of the County to also give regular mail notice to adjoining property owners.

Commissioner Thompson does not feel the offered price is sufficient. He rejects the proposed offer at this time. The amount of taxes owed should be added on as an expense.

Commissioner Thompson made the motion that the Board table this matter and request Staff to determine the amount of taxes owed at the time of the 1970 foreclosure, the expenses to be incurred for the transfer of property, and bring it back before the Board at a later date for a provisional offer. All voted in favor and the motion carried.

CONSENT AGENDA

Commissioner Thompson made the motion to adopt the Consent Agenda with changes as noted above. 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):

January 6, 2014 – regularly scheduled meeting

January 15, 2014 – regularly scheduled meeting

Commissioner Thompson noted on page 1 of the January 6, 2014 minutes that he had requested recusal during the public hearing from voting because his mother owns a parcel connected to the subject property, and not him. A correction will be made to the minutes.

Tax Collector's Report

Collections Specialist Luke Small had presented the Tax Collector's Report to the Commissioners dated January 28, 2014 for information only. No action was required.

Financial Report/Cash Balance Report – December 2013

The December 2013 County Financial Report/Cash Balance Report was provided for the Board's review and approval. The following are explanations for departments/programs with higher budget to actual percentages for the month of December:

- Dues/Non-Profits – release of 2nd quarter non-profit contribution payments to agencies
- Register of Deeds – encumbrance of \$81,883 in July for expenditures to be paid from the Register of Deeds Fund Balance Reserved for Automation Enhancement
- Fire Services – annual equipment maintenance contract payment for fire services radio equipment
- Rescue Squad – purchase order encumbered for new ambulance approved in the FY2014 budget
- Soil & Water Conservation – purchase order encumbered for grant funded equipment
- Debt Service – principal and interest payments due in December on school, community college and County financed capital projects

The YTD deficit in the Emergency Telephone System (911) Fund is due to the final debt service payment on the financing to expand the current Emergency 911 Communications Center and the payment of annual technology maintenance and support contracts for the 911 communications system.

The YTD deficit in the CDBG – Scattered Site Housing Fund is due to the timing difference between the expenditure of grant funds and subsequent reimbursement from the state.

The YTD deficit in the Public Transit Fund is due to a timing difference between operational expenditures of the Fund and subsequent reimbursement of federal and state grant funds for public transit.

The YTD deficit in the Immigration and Customs Enforcement (ICE) Fund is due to a timing delay in receiving payments – federal ICE revenues for December will not be received and posted until February 2014.

The YTD deficit in the Solid Waste Landfill Fund is due to the one-time purchase of capital outlay and real property purchased for buffer around the landfill in the first half of the fiscal year.

The YTD deficit in the Cane Creek Water & Sewer District Fund is due a scheduled debt service payment made in November on the Series 2010B Refunding Bonds.

Motion:

I move that the Board of Commissioners approves the December 2013 County Financial Report and Cash Balance Report as presented.

Henderson County Public Schools Financial Reports – December 2013

The Henderson County Public Schools December 2013 Financial Reports were provided for the Board's information.

Motion:

I move that the Board of Commissioners approves the Henderson County Public Schools December 2013 Financial Reports as presented.

2014 HOME Grant Application

Housing Assistance Cooperation (HAC), Habitat for Humanity of Henderson County and, Henderson County Homeward Bound Homeless Coalition are requesting application approval for HOME Investment Partnerships Program (HOME) funds. HOME funds are administered through the Asheville Regional Housing Consortium. All projects propose to serve County residents within a range of median household income. The median Henderson County household income in 2012 was \$47,371.

HAC is requesting \$48,000 for construction funds to provide down payment assistance for four to five single-family owner-occupied new homes in Henderson County. Loan amounts will vary between \$5000 and \$15000 depending on need. The funds provide assistance to low and very low income homebuyers in Henderson County families earning 80% of area median income or less.

Habitat for Humanity of Henderson County is requesting \$187,500 in HOME funds in order to aid in the construction of 15 homes in phase one of the Dodd Meadows residential neighborhood off Crest Road. Habitat for Humanity plans to use the funds to pay for down payment assistance in order to lower mortgage payments. Using the grant funds, Habitat for Humanity plans to provide affordable housing for families whose income is between 30% and 65% of the median income in Henderson County.

Homeward Bound Homeless Coalition requests \$75,000 in HOME funds to continue to provide short or medium term tenant based rental assistance to individuals of families experiencing homelessness. With these funds Henderson County Homeward Bound will assist 40 additional households move from homelessness to permanent housing.

These grants require no County matching funds. The Asheville Regional Housing Consortium requires approval by the Board of Commissioners as part of the application process. The complete applications were too lengthy to include in the agenda packet but are available upon request.

Planning Staff recommends approval of these HOME funding applications to the Asheville Regional Housing Consortium at their full amount.

Motion:

I move that the Board approves the HOME applications for the Housing Assistance Corporation, Homeward Bound, and Henderson County Habitat for Humanity.

Designation of Plat Review Officers

N.C. Gen. Stat. §47-30.2 requires that all persons appointed as plat review officers be so appointed by a resolution recorded in the Register of Deeds office. "Plat review officers" insure that all plats to be recorded comply with the plat requirements set out in the General Statutes.

On September 17, 1997 this Board first adopted a plat review officer resolution. This resolution was revised March 12, 2007, May 7, 2007, June 4, 2007, April 20, 2011, and September 19, 2012. This resolution also sets out certain other procedures that all plat review officers must follow.

The Board needs to update the list of those persons appointed as plat review officers. A proposed resolution has been prepared and included in the agenda for the Board's consideration in order to accomplish this update. This proposed resolution restates all other persons currently appointed as plat review officers and removes former county employees.

Action by the Board of Commissioners is needed to adopt the proposed resolution to add two additional plat review officers within the Land Records Department to the current list of plat review officers for Henderson County, and remove any employees that are no longer employed by the County.

Tina Ball, Andy Bartley, Matthew Cable, Pamela Carver, Mathew Champion, Jacob Hansen, Autumn Radcliff, Parker Sloan, Eric Warren.

Motion:

I move that the Board adopts the resolution appointing a new list of plat review officers for Henderson County.

Budget Amendment – Vehicle Transfer

The Building Services Department, as part of their fleet of vehicles, owns a Ford F-250. The department has identified that they do not require a truck of that size to perform the departmental functions. The Solid Waste Department however, has identified a need for such a vehicle. To accommodate the needs of both departments, Staff recommends that the F-250 be transferred to Solid Waste for their use, and that the funding approved for the purchase of a vehicle in Solid Waste be transferred to the General Fund to allow the truck to be replaced with an F-150.

The Board is requested to approve the transfer of a truck to Solid Waste, the purchase of a truck by Building Services, and the budget amendment transferring funds.

Motion:

I move the Board approves the transfer of a truck to Solid Waste, the purchase of a truck by Building Services, and the budget amendment transferring funds.

Budget Amendment – JCPC

The Juvenile Crime Prevention Council (JCPC), as part of their annual funding allocations, provides funding for crisis intervention/temporary shelter. Extenuating circumstances during the fiscal year have almost exhausted the current available funding for this service. Through the efforts of the JCPC Chairman, the State has agreed to release an additional \$14,500 in funding, provided the County supplies the required \$4,200 grant match.

Motion:

The Board is requested to approve the budget amendment appropriating \$4,200 from Fund Balance to provide a match for this grant.

Request to Surplus Vehicles

A resolution was provided for the Board’s consideration, declaring a list of Vehicles provided by the Sheriff’s Department and EMS no longer used by the County as surplus property. The resolution also authorizes the Purchasing Agent to advertise the surplus property for sale by electronic public auction at www.govdeals.com or www.publicsurplus.com after the required advertisement of the sale.

Staff requested that the Board consider approving the resolution declaring the list of Vehicles as surplus and authorize the Purchasing Agent to sell the surplus property by electronic public auction via GovDeals or Public Surplus auction services.

Department	Year	Make	Model	HC#	VIN#	Asset #	Mileage	Surplus Info
EMS	2005	Dodge	Durango	EM-4	1D4HB38N55F578942	11685	149,722	High mileage/age
Sheriff	2007	Dodge	Charger	SH- 279	2B3KA43G57H709150	12474	101,258	Fair
Sheriff	2008	Ford	F-150	SH-302	1FTRW14W58FA51738	13956	66,208	Wrecked

Motion:

I move that the Board approves the resolution declaring the list of Vehicles presented as surplus and authorize the Purchasing Agent to sell the surplus property by electronic public auction via GovDeals or Public Surplus auction services.

Energy Management Update

An update was provided giving information to the Board about the County's energy management use in the areas of electricity, natural gas, fuel and water. It compares the first quarter with previous years to show historical trends.

Quarterly Construction Project Update

David Berry had provided the Board of Commissioners with an update on Construction projects around Henderson County. The quarterly report was a review of the scope and statuses of assigned construction management responsibilities and included specific updates in regard to County funded construction activities. The report is a continuation of County construction activity statuses.

Petition for addition to State Road system

Staff received petitions to add Sioux Drive and for a portion of both B Street and Jody Street to the state road system. It has been the practice of this Board to accept road petitions and forward them to NC Department of Transportation for their review. It has also been the practice of the Board not to ask NCDOT to change the priority for roads on the paving priority list.

N.C. Gen. Stat. §136-62 provides that citizens may petition the State, through the Board of Commissioners, concerning additions to the State's road system, and concerning improvements to that system. "The board of county commissioners shall receive such petitions, forwarding them on to the Board of Transportation with their recommendations."

Staff reviewed the petitions and it appears that all affected property owners or developers have signed the required petitions.

Staff recommends approval of the petitions. If approved, staff will forward the petitions to NCDOT.

Motion:

I move that the Board approves the petitions and direct staff to forward them to NCDOT.

Green River Insurance District Amendments

Green River Fire and Rescue has completed construction of Green River Fire Station 3 on Bob's Creek Road and, pursuant to NC General Statute 153A-233, is requesting that the Board of Commissioners approve their amended Fire Insurance Districts as shown on the maps included in the agenda packet. The newly drawn district lines show a total of 202 properties being moved from the existing Service Area (an insurance rating of 10), to the 5 mile or 6 mile districts (insurance ratings of 6 and 9 respectively). This will result in savings of as much as 20% to the homeowners in the affected areas.

Motion:

I move that the Board approves Green River Fire Insurance Districts as recommended.

Final Approval of TDA agreement

An agreement was provided consistent with the Board's discussion of this matter at its January 15, 2014 meeting. This agreement has been approved by the Tourism Development Authority Board at its January 28, 2014 meeting.

Motion:

I move that the Board approves the agreement as presented, and authorize the Chairman and staff to execute it on the County's behalf.

Renewal of leases (Carland Farms, Inc. – Blue Ridge Amateur Radio Club)

The County has had two long-standing leases for the use of County property:

- 1) The first is with Carland Farms, Inc., for farm property located along the French Broad River. The parcel is completely surrounded by Mr. Carland's property and the French Broad River. The value of this lease was calculated for previous years by the Tax Assessor's Office, based on the average rental value for farm property. This proposed lease is at that same rent.
- 2) The second is for the monthly use of a part of the Stoney Mountain Center by the Blue Ridge Amateur Radio Club. The rent is nominal, and has not changed in a number of years.

This item would renew the Carland Farms, Inc., lease on identical terms.

Given the acquisition of the former Hendersonville Christian School, Inc., property, the lease with the Blue Ridge Amateur Radio Club will be reviewed and a renewal proposed once space is located there. Until then, it is recommended that the Club remain in their present space on a month-to-month basis.

Motion:

I move that the Board approves the draft lease renewals as proposed.

Notification of Vacancies

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

1. Agriculture Advisory Board – 1 vac.
2. Animal Services Committee – 3 vac.
3. Juvenile Crime Prevention Council – 1 vac.
4. Recreation Advisory Board – 3 vac.

Nominations

1. Henderson County Transportation Advisory Committee – 3 vac.

Commissioner Thompson nominated Renee Kumor for position #1, James Crafton for position #3, and Keith Maddox for position #4.

Chairman Messer made the motion to accept the reappointments of Renee Kumor to position #1, James Crafton to position #3, and Keith Maddox to position #4 by acclamation. All voted in favor and the motion carried.

2. Juvenile Crime Prevention Council – 5 vac.

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

3. 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.

4. Senior Volunteer Services Advisory Council – 2 vac.

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

5. Smartstart – 1 vac.

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

6. WCCA Board of Directors (Western Carolina Community Action) – 1 vac.
 There were no nominations at this time and this item was rolled to the next meeting.

TAX COLLECTOR’S REPORT AS PER NCGS 105-369(a)

Report of Unpaid Taxes that are Liens on Real Property as required by N.C.G.S. 105-369(a)
 Assessor Tax Collector Stan Duncan stated in accordance with N.C.G.S. 105-369, Advertisements of Tax
 Liens on Real Property for Failure to Pay Taxes, I respectfully submit the following report:

Annual Bills (not Including Motor Vehicle)

2013 Beginning Charge:	\$58,588,391.50	2012 Beginning Charge:	\$57,948,128.22
Discoveries & Imm. Irreg.:	\$278,842.69	Discoveries & Imm. Irreg.:	\$302,572.20
Releases & Refunds:	(\$214,914.41)	Releases & Refunds:	(\$104,391.21)
Net Charge:	\$58,652,319.78	Net Charge:	\$58,146,309.21
Unpaid Taxes:	\$3,526,205.42	Unpaid Taxes:	\$3,897,234.05
Amount Collected:	\$55,126,114.36	Amount Collected:	\$54,249,075.16
Percentage Collected:	93.99%	Percentage Collected:	93.30%
Through: 27-Jan-2014		Through: 27-Jan-2013	

Advertisement of Tax Liens:

Effective January 1, 1985, Ch. 1013 (H1676) amends N.C.G.S. 105-369 to provide that tax liens need to be advertised only once. A taxing unit may choose to advertise the tax liens more than one time, but it is not required to do so. The list must still be posted at the Courthouse or City Hall door and it must be advertised in one or more newspapers having a general circulation in the taxing unit. The advertising may be done at any time from March 1 through June 30.

Effective July 1, 2006, N.C.G.S. 105-369 was amended, requiring us to provide notice to and advertise liens under the name of the “record owner as of the date the taxes became delinquent” of real property.

It is my recommendation to the Board of Commissioners that unpaid tax liens be advertised once on 23 April 2014 (the fourth Wednesday in April or the week thereof). The reason for my recommendation is two-fold; (1), to give taxpayers additional time to satisfy this tax obligation without incurring the advertising fee, and (2), to ensure the local print media have ample time to prepare the printed advertisement.

Update on Delinquent Tax Collections for FY2013-2014

Delinquent Tax Collector Lee King stated the Office of the Tax Collector continuously submits new debts to the clearinghouse as part of the Debt Set Off Program. We now have over \$2,199,609.16 in delinquent debts (EMS, Tax, Sewer, and other debts owed to Henderson County) to be collected at the clearinghouse. The tax portion of these debts totals \$872,899.64. This will allow us to receive monies if a taxpayer is due a refund on his/her state income tax or lottery winnings by attaching our tax lien to the refund/lottery winnings. Debt setoff collections since 01 July 2013 total \$7,368.18 with a tax amount of \$2,607.27.

As of 27 January 2014 our staff has served the following delinquent collection attachments/garnishments:

- 64 Bank Attachments served resulting in the collection of \$49,438.68.
 Currently there are 23 Bank Attachments in process for a potential collection of \$59,396.87.
- 155 new Wage Garnishments have been initiated for a potential collection of \$66,232.54.
 New and existing Wage Garnishments have resulted in the collection of \$92,001.99 this fiscal year.
- One (1) Rent Attachment served resulting in the collection of \$2,014.22.

- Our pre-foreclosure program has collected \$74,145.24 from 69 parcels this fiscal year. There are 50 parcels in pre-foreclosure representing \$73,722.63 in potential collections.

Overall since 01 July 2013 we have collected \$1,157,219.17 in delinquent taxes for this fiscal year, this reflects 61.55% of the budgeted goal of \$1,880,000.

ADVERTISEMENT OF TAX LIENS ON REAL PROPERTY FOR FAILURE TO PAY TAXES AS PER NCGS 105-369

Stan Duncan stated as required by NCGS 105-369 the Board is requested to order the Tax Collector to advertise the tax liens on real property for tax year 2013 that remain unpaid. April 23, 2014 is the advertising date. A decision of which newspaper to be used will be determined after the newspaper companies have sent in their bids for advertising.

Having received the report of the Henderson County Tax Collector dated 28 January 2014, which report indicates that there exist unpaid taxes for Tax Year 2013 of \$3,526,205.42, it appears to the Board of Commissioners of Henderson County and the Board so finds that it is appropriate and necessary to advertise, pursuant to N.C. Gen. Stat. §105-369, Tax Liens on Real Property for Failure to Pay Taxes.

WHEREFORE, IT IS ORDERED that the Henderson County Tax Collector proceed to advertise the tax liens pursuant to N.C. Gen. Stat. §105-369.

Commissioner Edney made the motion that the Board orders the Tax Collector to advertise the delinquent real property tax liens for tax year 2013. All voted in favor and the motion carried.

HENDERSON COUNTY TRANSIT CONTRACT EXTENSION

Planner Matt Cable stated the Board of Commissioners previously authorized staff to enter into a contract for public transit services with Western Carolina Community Action (WCCA) on May 17, 2011. The contract established hourly service rates and payment caps for the provision of public transit services. The original term of the contract was three years and included options for two separate one-year extensions. The original contract ends June 30, 2014.

County Staff met with David White, WCCA’s Executive Director, on December 19, 2013 to discuss the potential for a contract extension. On January 10, 2014, Mr. White communicated to staff WCCA’s willingness to extend the contract under the existing rates and contract caps.

The negotiated contract rate for FY 2015 represents an overall cost increase of 4.08% (\$24,760 increase) from FY 2014 to FY 2015 (see Table 1 below for cost specifications). Based on existing service demand (particularly increased demand for paratransit services) and the cost protections afforded the County through negotiated contract caps, staff recommends approval of the contract extension. Henderson County legal staff has reviewed the proposed transit contract extension.

Table 1. Contract Rates as Identified by Existing Contract Best and Final Offer		
Year	FY 2014 (Current)	FY 2015 (Extension 1)
Transit Services Cap	\$524,411	\$542,865
Paratransit Services Cap	\$82,134	\$88,440
Total Maximum Cost for Services	\$606,545	\$631,305
Rates Per Hour	\$57.58 (Transit) \$42.12 (Paratransit)	\$59.60 (Transit) \$44.22 (Paratransit)

Commissioner Hawkins made the motion that the Board authorizes the County manager to execute the

proposed transit contract extension for public transit services, which will extend the contract through June 30, 2015. All voted in favor and the motion carried.

PARTF GRANT CONTRACT – HENDERSON COUNTY ATHLETIC AND ACTIVITY CENTER

Engineer Marcus Jones stated on Friday January, 24, 2014, Staff received the PARTF Grant contract for the Henderson County Athletic and Activities Center; the contract amount is \$500,000.

Also included is a budget amendment to account for the grant revenue and reduce the County capital allocation. One additional expense is necessary to comply with the PARTF grant which is the additional of handicap parking. Preliminary engineering estimates the cost of parking to be \$51,000. The preliminary design constructs a separate entrance off South Grove Street accessing the lower field area and connecting a new, small parking area adjacent to the field. This is a similar configurations to the handicap parking at the Edneyville Community Center field. If a Stormwater permit is not required, the stormwater measure line item will not be used as well as a portion of the engineering.

Proposed Project Budget with PARTF Grant:

Line Items approved November 20, 2013		
Medallion Turf Contract		\$321,200
Medallion Change Order for Lighting		\$89,530
Medallion Change Order for Turf Upgrade		\$13,500
Medallion Change Order for Netting		\$26,560
Project Contingency (10%)		\$63,350
Additional Budget Items as required under PARTF Grant		
Handicap Access (PARTF Requirement)		
Engineering	\$7,000	
Construction	\$29,000	
Stormwater Measures (possible permit requirement)	\$15,000	
		\$51,000
TOTAL		\$565,140

Commissioner Young made the motion that the Board of Commissioners approves the \$500,000 PARTF Grant contract for the Henderson County Athletic and Activity Center, and approves the associated Budget Amendment. All voted in favor and the motion carried.

HENDERSON COUNTY FLAG

Commissioner Hawkins had requested inclusion of a discussion item, pertaining to a Henderson County Flag. Several examples of possibilities for a County Flag were provided for the Board’s consideration.

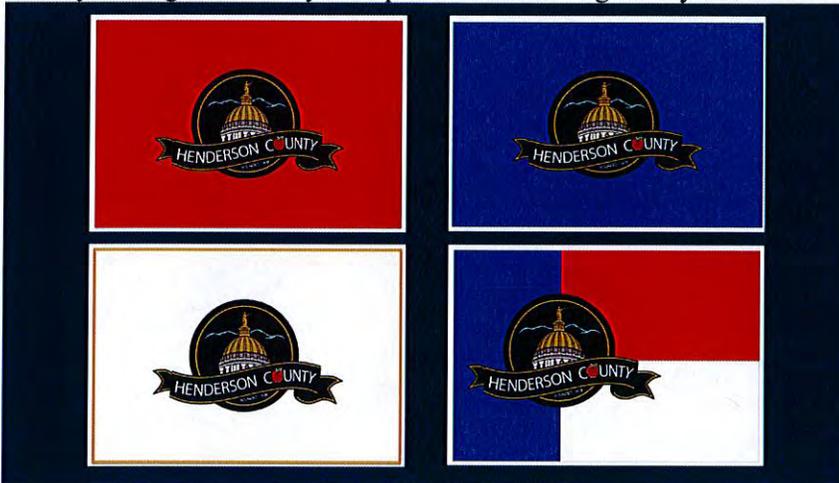
The Board was requested to discuss the proposal, and to direct staff accordingly.

Chairman Messer noted that recreation teams have used county flags in the past. He felt the Board needed citizen input for an official flag for Henderson County. The flag will be used in many areas.

Commissioner Hawkins felt it would be appropriate for the flag to be red, white and blue as the Nation’s flag.

The Public Information Officer was asked to do a 30 day poll of the citizens for comments on the four examples shared, and have them offer suggestions informally. This item will be brought before the Board again in March.

County Manager Steve Wyatt requested that the flag clearly show Henderson County.



SHARON’S PLACE – ADD ON

Chairman Messer noted that commissioners had received communication from an individual at Sharon’s Place.

Commissioner Thompson explained that Sharon’s Place is a rest care facility not licensed by the State. The expense is covered privately by residents, and no Federal or State money is received. The rest care facility has passed all regulations but one. Inspectors say the facility is a manufactured home and doesn’t meet criteria. At this time no one has presented the law on manufactured home as rest care facilities. Commissioner Thompson has personally viewed the facility and would be happy to be in the facility. It is clean and the residents are well taken care of. He suggested sending a letter to legislature asking what can be done.

Commissioner Young knows someone who has a relative there and they speak highly of the facility.

Chairman Messer made the motion that the Board directs the County Attorney to investigate and bring back options to the Board. All voted in favor and the motion carried.

Russ Burrell noted that District Attorney Greg Newman has been contacted by letter. Mr. Newman has met with the owner’s of the facility. No one can find the law on manufactured home. Mr. Newman feels this is ridiculous and will not be enforcing any fines, and will hold the letter until he receives further information.

COUNTY MANAGER’S REPORT

County Manager Steve Wyatt recognized Amy Brantley and noted this was Ms. Brantley’s first official meeting as the assistant county manager.

IMPORTANT DATES

Adjustment of March 3, 2014 Regularly Scheduled Meeting

The Board is requested to discuss either changing the date of the March 3rd Regularly Scheduled Meeting, or cancelling the meeting.

Commissioner Hawkins made the motion that the Board reschedules the March 3rd Regularly Scheduled Meeting for Monday, March 17, 2014 at 5:30 p.m. All voted in favor and the motion carried.

Commissioner Hawkins made the motion to cancel the Wednesday, March 19th Regularly Scheduled Meeting. All voted in favor and the motion carried.

Set Public Hearing for Land Development Code (LDC) and Minimum Housing Code Text Amendments (TX-2013-02)

With the adoption of the Land Development Code (LDC) on September 19, 2007, the Board of Commissioners directed staff to prepare annual updates to the LDC to prevent it from becoming outdated. This annual review is intended to prevent the need for a large overhaul of the entire code in the future. Trends and new issues are regularly emerging that require periodic updates to LDC text.

The proposed text amendments are based on the recommendations from the Henderson County Regulations Review Advisory Committee (RRAC), new federal and state laws pertaining to communication towers and strengthening the improvement guarantee requirements as requested by the County Attorney.

The Henderson County Planning Board has been discussing the draft text amendments for several meetings and appointed a subcommittee to review the Table of Permitted and Special Uses as recommended by the RRAC. At its meeting on December 19, 2013, the Planning Board voted unanimously to send forward a favorable recommendation on the draft LDC and Minimum Housing Code Text Amendments (TX-2013-02). As directed, Staff asked the Planning Board to review the proposed text amendments at its January 16, 2013 meeting at which time the Planning Board made some additional modifications to the Table of Permitted and Special Uses. The Planning Board made a motion at its January 16, 2014 meeting to send forward a favorable recommendation on the draft LDC and Minimum Housing Code Text Amendments as modified.

State law and the LDC require the Board of Commissioners to hold a public hearing prior to acting on a text amendment. Planning Staff requests the Board set a public hearing for Wednesday, March 19, 2014 at 9:00 a.m.

Due to rescheduling of the March 3, 2014 meeting and cancelation of the March 19, 2014 meeting, a different date was set.

Commissioner Hawkins made the motion that the Board set a public hearing to receive public comment for Land Development Code and Minimum Housing Code Text Amendments (TX-2013-02) for Monday, March 17, 2014 at 5:30 p.m. 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), for the following reasons:

1. Pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in Henderson County, including agreement on a tentative list of economic development incentives that may be offered by the Board in negotiations.

Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a), 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

Chairman Messer made the motion to go out of closed session and adjourn at 7:55p.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

Charles D. Messer, Chairman

RESOLUTION
Of the
HENDERSON COUNTY BOARD OF COMMISSIONERS AND BOARD OF HEALTH
In Honor of
THOMAS D. BRIDGES

WHEREAS, the Henderson County Board of Commissioners and the Board of Health honors Thomas D. Bridges, for his leadership as Health Director of the Henderson County Department of Public Health and his dedicated service to the people of Henderson County for the past fifteen (15) years; and

WHEREAS, he has made a positive impact by his involvement in numerous Henderson County, Regional and State committees and organizations, that include Henderson County Partnership for Health, Council on Aging, Henderson County Child Fatality Team, WNC Health Network, Region II NC Association of Local Health Directors, NC Public Health Association Executive Committee and Governing Council, NC Health Information Exchange Board of Directors, Data Link Health Exchange Board of Directors, NC Steering Committee, NC Association of Local Health Directors (NCALHD) Technology, Subcommittee on Health Information Exchange, NCALHD Health Promotion/Oral Health/Chronic Disease, NCALHD Women's & Children's, NCALHD Finance and Reimbursement and NCALHD Policy and Planning Committees, Southern Health Association Executive Committee; and

WHEREAS, as a visionary Tom Bridges was instrumental in forming numerous collaborations of public and private sectors to enhance the delivery of health care services of the department and improve quality of life for the community; these visionary accomplishments include obtaining the grants for the Partnership for Health, the construction of the new animal services facility, contracting with MAHEC for medical director and coverage, technology implementation and advances of the health department including the connectivity for video conferencing, the construction of a highly sophisticated health department facility, installation of two SmartBoards, initial accreditation of the health department in 2007 and reaccreditation in 2012, pilot for implementation of new health information system, the continuous quality improvement project, just to name a few; and

WHEREAS, Tom Bridges received special recognition awards including the prestigious Levine Legacy Award for local innovation, Partners in Public Health Distinguished Group Award with Pardee and Park Ridge Hospital, and the Long Leaf Pine Award.

WHEREAS, he has always had an excellent relationship with his staff, the Henderson County Board of Public Health, and the Henderson County Board of Commissioners; and

NOW, THEREFORE, BE IT RESOLVED, that the Henderson County Board of Commissioners and Board of Health recognizes his dedicated service and outstanding accomplishments.



Charles D. Messer, Chairman
Henderson County Board of Commissioners

Terry Hicks, Chairman
Henderson County Board of Health

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

PROCLAMATION

WHEREAS, the Purple Heart is the oldest decoration in present use and was initially created as the Badge of Military merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, the mission of the Military Order of Purple Heart, Chartered by an act of Congress, is to foster an environment of goodwill among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly...make sure we never forget; and

WHEREAS, Henderson County residents have been engaged in every war against a declared enemy fought by the United States, including the war for the nation's independence; and

WHEREAS, Henderson County recognizes the commitment and increasing sacrifices required of military families; and

WHEREAS, Henderson County pledges its ongoing commitment to, and support for, the men and women who so honorably serve our nation.

NOW THEREFORE BE IT PROCLAIMED, the Henderson County Board of Commissioners hereby declares:

Henderson County as a Purple Heart County in the State of North Carolina

This the 3rd day of February, 2014.



Charles D. Messer, Chairman

Attest:



Teresa L. Wilson, Clerk to the Board



RESOLUTION OF CONSISTENCY WITH THE COUNTY COMPREHENSIVE PLAN

WHEREAS, pursuant to N.C. General Statute §153, Article 18, the Henderson County Board of Commissioners exercises regulations relating to development within the County's jurisdiction; and

WHEREAS, the Henderson County Board of Commissioners (Board) adopted the Land Development Code (LDC) on September 19, 2007 and has amended the LDC to address new and changing issues;

WHEREAS, the Board desires to update and revise the regulations of the LDC; and

WHEREAS, the Planning Director and Planning Board provided recommendations regarding the proposed zoning map amendment with case #R -2013-06; and

WHEREAS, pursuant to N.C. General Statute §153-323, the Planning Director provided the prescribed public notice and the Board held the required public hearing on February 3, 2014; and

WHEREAS, N.C. General Statute §153-341 requires the Board to adopt a statement of consistency with the County Comprehensive Plan (CCP); and

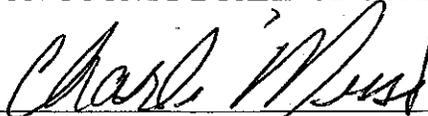
NOW THEREFORE, BE IT RESOLVED by the Henderson County Board of Commissioners as follows:

1. That the Board reviewed the proposed map amendment (#R -2013-06 – Chumbley Family LLC Rezoning) and finds that it reasonable, in the public interest and it is consistent with the CCP and the Growth Management Strategy located therein; and
2. That the Board determines that the proposed map amendment provides for the sound administration of the LDC while balancing property rights and promoting reasonable growth within the County; and
3. That this Resolution shall be retained in the Office of the Clerk to the Board of Commissioners.

THIS the 3rd day of February, 2014.

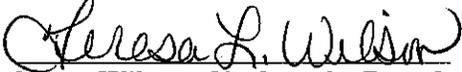
HENDERSON COUNTY BOARD OF COMMISSIONERS

BY:



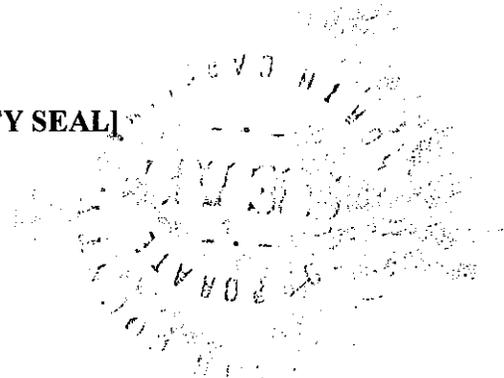
CHARLIE MESSER, Chairman

ATTEST:



Terry Wilson, Clerk to the Board

[COUNTY SEAL]

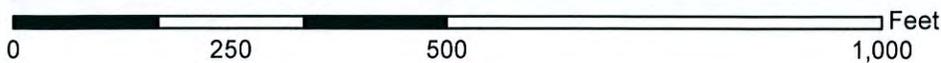




Gypsy Lane

Fair Haven Baptist Church

Warm Co



- Subject Area
- Parcels
- Streets

Rezoning Application
 R-2013-06
 Chumbley Family LLC, applicant

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

Tuesday, January 28, 2014

Re: Tax Collector's Report to Commissioners - Meeting Date 03 February 2014

Please find outlined below collections information through 27 January 2014 for the 2013 real and personal property bills mailed out on 08 August 2013, 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:

2013 Beginning Charge:	\$58,588,391.50	2012 Beginning Charge:	\$57,948,128.22
Discoveries & Imm. Irreg.:	\$278,842.69	Discoveries & Imm. Irreg.:	\$302,572.20
Releases & Refunds:	(\$214,914.41)	Releases & Refunds:	(\$104,391.21)
Net Charge:	\$58,652,319.78	Net Charge:	\$58,146,309.21
Unpaid Taxes:	\$3,526,205.42	Unpaid Taxes:	\$3,897,234.05
Amount Collected:	\$55,126,114.36	Amount Collected:	\$54,249,075.16
Percentage Collected:	93.99%	Percentage Collected:	93.30%
Through: 27-Jan-2014		Through: 27-Jan-2013	

Motor Vehicle Bills G01 Only:

2013 Beginning Charge:	\$2,601,673.20	2012 Beginning Charge:	\$3,096,779.23
Discoveries & Imm. Irreg.:	\$1,815.92	Discoveries & Imm. Irreg.:	\$2,459.31
Releases & Refunds:	(\$49,743.75)	Releases & Refunds:	(\$56,498.42)
Net Charge:	\$2,553,745.37	Net Charge:	\$3,042,740.12
Unpaid Taxes:	\$501,107.74	Unpaid Taxes:	\$700,824.79
Amount Collected:	\$2,052,637.63	Amount Collected:	\$2,341,915.33
Percentage Collected:	80.38%	Percentage Collected:	76.97%
Through: 27-Jan-2014		Through: 27-Jan-2013	

Fire Districts All Bills:

2013 Beginning Charge:	\$6,867,831.80	2012 Beginning Charge:	\$6,774,657.35
Discoveries & Imm. Irreg.:	\$45,212.01	Discoveries & Imm. Irreg.:	\$45,489.04
Releases & Refunds:	(\$33,420.02)	Releases & Refunds:	(\$22,458.61)
Net Charge:	\$6,879,623.79	Net Charge:	\$6,797,687.78
Unpaid Taxes:	\$513,825.09	Unpaid Taxes:	\$559,012.46
Amount Collected:	\$6,365,798.70	Amount Collected:	\$6,238,675.32
Percentage Collected:	92.53%	Percentage Collected:	91.78%
Through: 27-Jan-2014		Through: 27-Jan-2013	

Respectfully submitted,



Luke Small

Collections Specialist

Stan C. Duncan

Tax Collector

RESOLUTION APPOINTING PLAT REVIEW OFFICERS

WHEREAS, pursuant to N.C. Gen. Stat. §47-30.2 the Henderson County Board of Commissioners has from time to time since September 17, 1997, adopted resolutions appointing one or more named persons experienced in mapping or land records management as Review Officers, with the same being recorded in the Office of the Register of Deeds for Henderson County;

WHEREAS, the Henderson County board of Commissioners desires to update, revise and restate the persons named as Review Officers;

WHEREAS, pursuant to NCGS 47-30.2, said revision must be made by resolutions of the Board of Commissioners with said resolution being recorded in the Office of the Register of Deeds for Henderson County;

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

- 1. That the following persons are experienced in mapping and/or land records management, and pursuant to NCGS 47-30.2, have been and are hereby appointed as Review Officers in Henderson County:

Tina Ball	Jacob Hansen
Andy Bartley	Autumn Radcliff
Matthew Cable	Parker Sloan
Pamela Carver	Eric Warren
Matthew Champion	

- 2. That the above named persons, as Review Officers, shall comply with all statutory requirements and shall follow all procedures, statutorily prescribed and as prescribed N.C. Gen. Stat. §47-30.2 and that Resolution adopted September 17, 1997;
- 3. That the above list of Review Officers is a complete and inclusive list of Review Officers for Henderson County. This list replaces previous lists of review officers in the Resolutions made in September 1997, May 2007, June 2007, April 20, 2011, and September 19, 2012. Former Review Officers not listed above are no longer permitted to be Review Officers in Henderson County.
- 4. That the Resolution adopted September 17, 1997 will continue in effect except as modified by this Resolution;
- 5. That this Resolution shall be recorded in the Office of the Register of Deeds for Henderson County as soon as practicable after its adoption.

THIS the 30th day of February 2014.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: Charlie Messer
CHARLIE MESSER, Chairman

ATTEST:
Terry Wilson
Terry Wilson, Clerk to the Board



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON COUNTY

I, JoAnne Martin Hinson, a Notary Public for said County and State, do hereby certify that Terry L. Wilson personally appeared before me this day and acknowledged that she is the Clerk for the Board of Commissioners.

Witness my hand and official seal, this the 3rd of February, 2014.

(Official Seal)

JoAnne Martin Hinson
Notary Public

My Commission Expires 5/23/2018

JOANNE MARTIN HINSON
Notary Public, North Carolina
Henderson County
My Commission Expires
May 23, 2018

LINE-ITEM TRANSFER REQUEST
 HENDERSON COUNTY



Department: Solid Waste

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115435 - 553000</u>	<u>Capital Outlay Vehicles</u>	<u>\$ 33,000</u>
<u>605472-598011</u>	<u>Transfer to General Fund</u>	<u>\$ 33,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

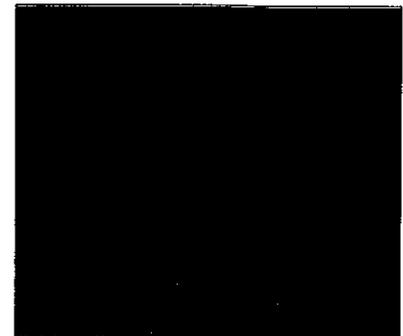
What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114980 - 402600</u>	<u>Transfer from Solid Waste Fund</u>	<u>\$ 33,000</u>
<u>605472 - 553000</u>	<u>Capital Outlay - Vehicles</u>	<u>\$ 33,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

To fund the purchase of a Ford F-150 for the Building Services Department, for the transfer of an F-250.

_____	2/3/14
Authorized by Department Head	Date
_____	_____
Authorized by Budget Office	Date
_____	_____
Authorized by County Manager	Date



**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Juvenile Crime Prevention Council

Please make the following line-item transfers:

What expense line-item is to be increased?

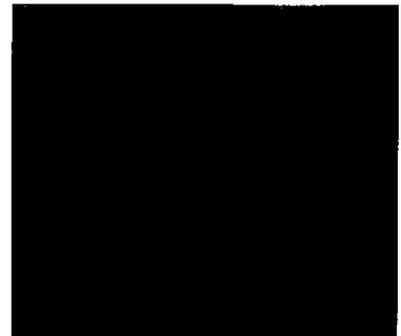
Account	Line-Item Description	Amount
<u>115435 - 569937</u>	<u>Hend PD - Temporary Shelter</u>	<u>\$ 4,200</u>

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>\$ 4,200</u>

Justification: *Please provide a brief justification for this line-item transfer request.*
Fund balance appropriated to leverage additional State JCPC funding.

Authorized by Department Head	2/3/14 Date
Authorized by Budget Office	Date
Authorized by County Manager	Date



**RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS
AND AUTHORIZING THE SALE OF SURPLUS PROPERTY
BY ELECTRONIC PUBLIC AUCTION**

WHEREAS, Henderson County owns the Vehicles 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 as surplus and selling at a public auction as authorized by NCGS 160A-270; and

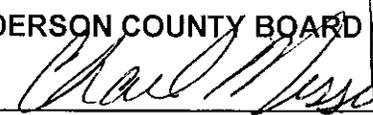
WHEREAS, it is the intent of the County to sell said surplus Vehicles by electronic public auction at www.govdeals.com or www.publicsurplus.com.

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

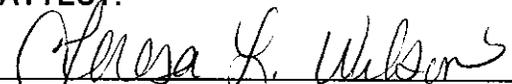
1. The Vehicles itemized on the attached Exhibit B is hereby declared to be surplus property.
2. The Purchasing Agent is hereby authorized to sell by electronic auction at www.govdeals.com or publicsurplus.com the surplus property described above to the highest bidder.
3. All surplus property will be sold "as is", all sales final, cash, certified check or money order only. 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.
4. A notice summarizing this Resolution and the sale of the surplus property by electronic public auction shall be advertised by the Purchasing Agent on the County's website at www.hendersoncountync.org at least ten (10) days prior to the public auction.

THIS the 3rd day of February, 2014.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 
Charles Messer, Chairman

ATTEST:


Teresa L. Wilson, Clerk to the Board

[OFFICIAL SEAL]

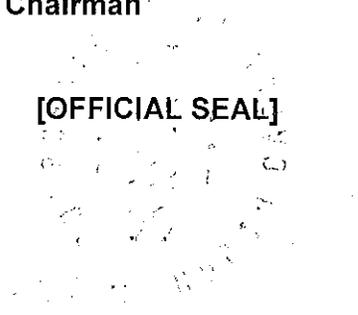


Exhibit B

List of Vehicles declared surplus property:

<u>DEPARTMENT</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>HC#</u>	<u>VIN#</u>	<u>Asset#</u>	<u>Mileage</u>	<u>Surplus Info</u>
EMS	2005	Dodge	Durango	EM-4	1D4HB38N55F578942	11685	149,722	High mileage/age
Sheriff	2007	Dodge	Charger	SH-279	2B3KA43G57H709150	12474	101,258	Fair
Sheriff	2008	Ford	F-150	SH-302	1FTRW14W58FA51738	13956	66,208	Wrecked

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

RESOLUTION

NORTH CAROLINA HENDERSON COUNTY

Upon motion by Commissioner Thompson, BE IT RESOLVED that the Board of Commissioners of Henderson County approves the boundary lines of the Green River Fire Insurance Districts for insurance grading purposes only, in accordance with the map filed this date with the Board of County Commissioners and recorded in the minutes of the meeting. The boundaries of the above referenced fire insurance districts are described in the Henderson County Land Records Office.

This is to certify that the foregoing is a true and accurate copy of excerpt from the Minutes of the Board of County Commissioners of Henderson County, adopted this the 3rd day of February, 2014.

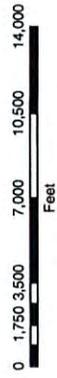
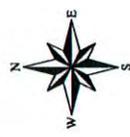

Ceresa L. Wilson
Clerk to the Board



Green River Fire Insurance Districts 2014

Legend

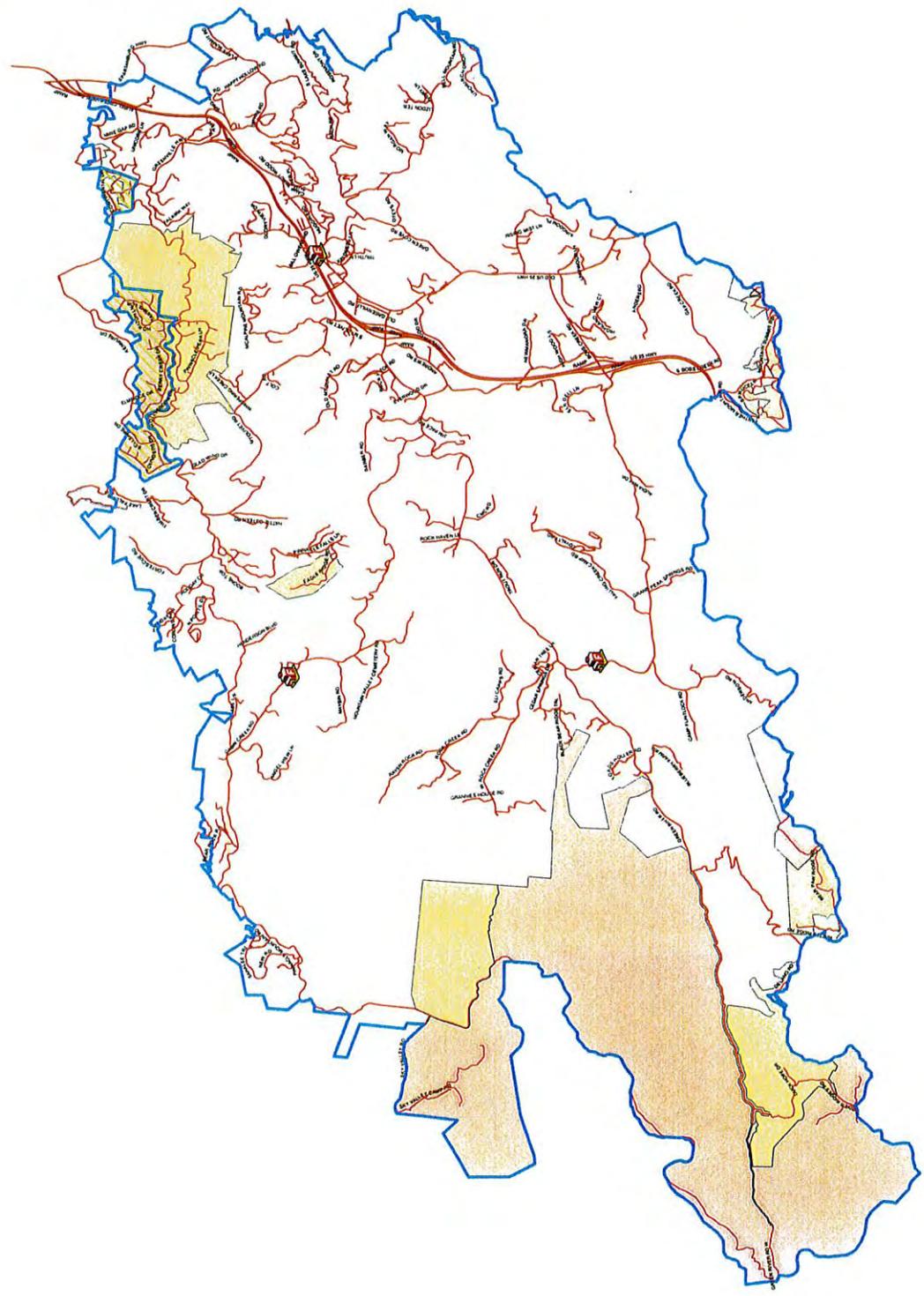
-  Fire Station
-  Six Mile Area
-  Service Area
-  Village of Flat Rock
-  Green River Fire District Boundary



1 inch = 5,000 feet

All information or data provided (whether submitted, 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 representation or warranty, whether expressed or implied, that the information or data submitted, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk.

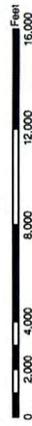
Map created by Curtis Griffin
Henderson County
Property Addressing Division
01/21/2014



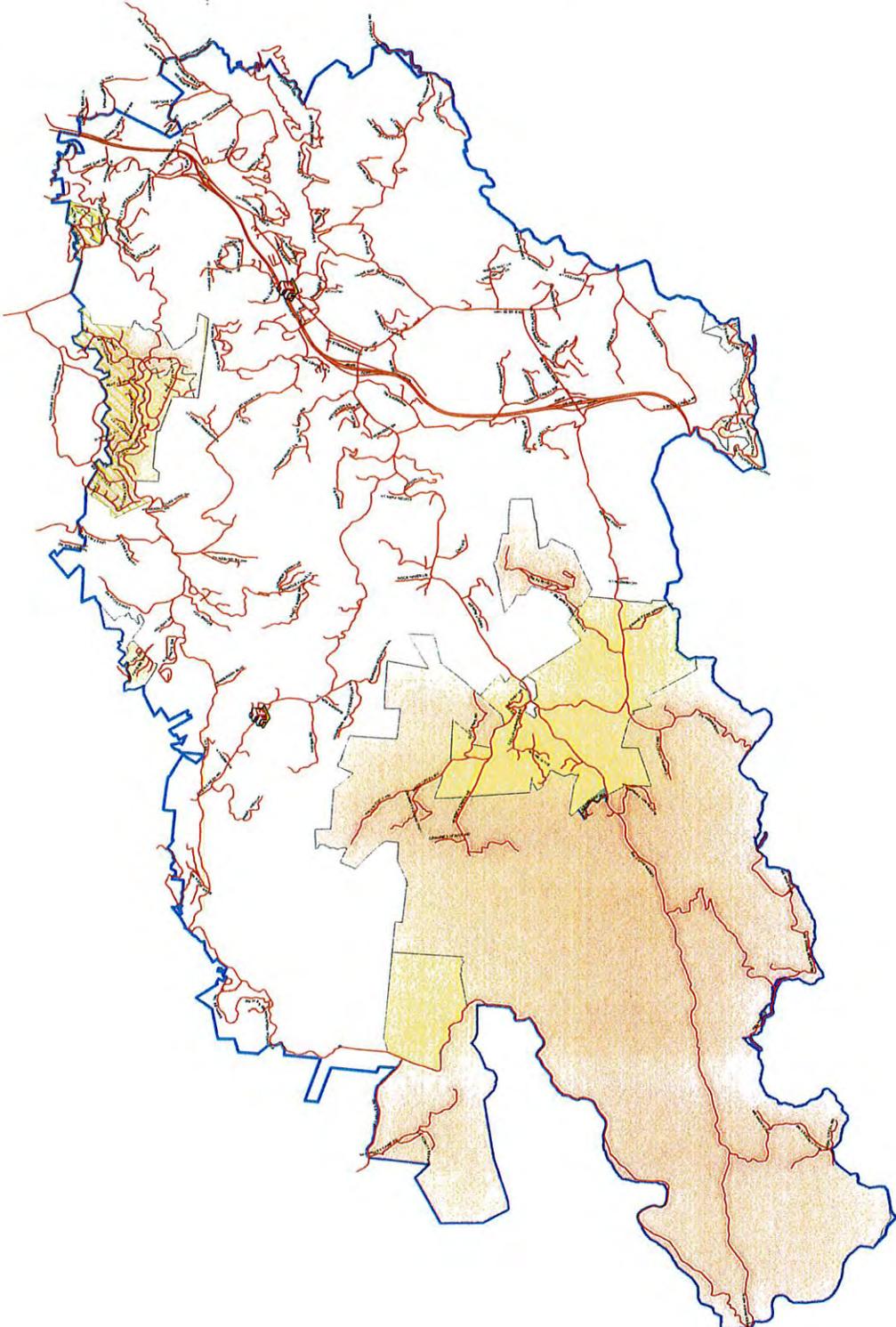
GREEN RIVER FIRE INSURANCE DISTRICTS 2011

Legend

-  Green River Fire Stations
-  Green River Streets
-  Six Mile Area
-  Service Area
-  Village of Flat Rock
-  Green River Fire District



1 inch = 5,000 feet



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

Printed by Henderson County
Property Addressing Office
5/20/2011

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/tc/

Stan C. Duncan
County Assessor & Tax Collector

Sandy Allison
Administrative Assistant II

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

28 January 2014

RE: Tax Collector's Report to Commissioners: 03 February 2014 Meeting
Report of Unpaid Taxes that are Liens on Real Property as required by N.C.G.S. 105-369(a)

Dear Henderson County Commissioners:

In accordance with N.C.G.S. 105-369, Advertisements of Tax Liens on Real Property for Failure to Pay Taxes, I respectfully submit the following report:

Annual Bills (not Including Motor Vehicle)

2013 Beginning Charge:	\$58,588,391.50
Discoveries & Imm. Irreg.:	\$278,842.69
Releases & Refunds:	(\$214,914.41)
Net Charge:	\$58,652,319.78
Unpaid Taxes:	\$3,526,205.42
Amount Collected:	\$55,126,114.36
Percentage Collected:	93.99%

Through: 27-Jan-2014

2012 Beginning Charge:	\$57,948,128.22
Discoveries & Imm. Irreg.:	\$302,572.20
Releases & Refunds:	(\$104,391.21)
Net Charge:	\$58,146,309.21
Unpaid Taxes:	\$3,897,234.05
Amount Collected:	\$54,249,075.16
Percentage Collected:	93.30%

Through: 27-Jan-2013

Advertisement of Tax Liens:

Effective January 1, 1985, Ch. 1013 (H1676) amends N.C.G.S. 105-369 to provide that tax liens need to be advertised only once. A taxing unit may choose to advertise the tax liens more than one time, but it is not required to do so. The list must still be posted at the Courthouse or City Hall door and it must be advertised in one or more newspapers having a general circulation in the taxing unit. The advertising may be done at any time from March 1 through June 30.

Effective July 1, 2006, N.C.G.S. 105-369 was amended, requiring us to provide notice to and advertise liens under the name of the "record owner as of the date the taxes became delinquent" of real property.

It is my recommendation to the Board of Commissioners that unpaid tax liens be advertised once on 23 April 2014 (the fourth Wednesday in April or the week thereof). The reason for my recommendation is two-fold; (1), to give taxpayers additional time to satisfy this tax obligation without incurring the advertising fee, and (2), to ensure the local print media have ample time to prepare the printed advertisement.

Respectfully submitted,



Stan C. Duncan
Henderson County Tax Collector
cc: wlk

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/tc/

Stan C. Duncan
County Assessor & Tax Collector

Sandy Allison
Administrative Assistant II

28 January 2014

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

RE: Tax Collector's Report to Commissioners: 03 February 2014 Meeting
Update on Delinquent Tax Collections for FY2013-2014

Dear Henderson County Commissioners:

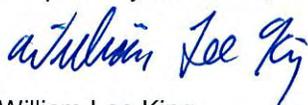
The Office of the Tax Collector continuously submits new debts to the clearinghouse as part of the Debt Set Off Program. We now have over \$2,199,609.16 in delinquent debts (EMS, Tax, Sewer, and other debts owed to Henderson County) to be collected at the clearinghouse. The tax portion of these debts totals \$872,899.64. This will allow us to receive monies if a taxpayer is due a refund on his/her state income tax or lottery winnings by attaching our tax lien to the refund/lottery winnings. Debt setoff collections since 01 July 2013 total \$7,368.18 with a tax amount of \$2,607.27.

As of 27 January 2014 our staff has served the following delinquent collection attachments/garnishments:

- 64 Bank Attachments served resulting in the collection of \$49,438.68.
Currently there are 23 Bank Attachments in process for a potential collection of \$59,396.87.
- 155 new Wage Garnishments have been initiated for a potential collection of \$66,232.54.
New and existing Wage Garnishments have resulted in the collection of \$92,001.99 this fiscal year.
- One (1) Rent Attachment served resulting in the collection of \$2,014.22.
- Our pre-foreclosure program has collected \$74,145.24 from 69 parcels this fiscal year.
There are 50 parcels in pre-foreclosure representing \$73,722.63 in potential collections.

Overall since 01 July 2013 we have collected \$1,157,219.17 in delinquent taxes for this fiscal year, this reflects 61.55% of the budgeted goal of \$1,880,000.

Respectfully submitted,



William Lee King
Delinquent Tax Collector

Stan C. Duncan
Henderson County Tax Collector

IN THE MATTER OF THE ADVERTISEMENT OF TAX LIENS

ORDER

Having received the report of the Henderson County Tax Collector dated 28 January 2014, which report indicates that there exist unpaid taxes for Tax Year 2013 of \$3,526,205.42, it appears to the Board of Commissioners of Henderson County and the Board so finds that it is appropriate and necessary to advertise, pursuant to N.C. Gen. Stat. §105-369, Tax Liens on Real Property for Failure to Pay Taxes.

WHEREFORE, IT IS ORDERED that the Henderson County Tax Collector proceed to advertise the tax liens pursuant to N.C. Gen. Stat. §105-369.

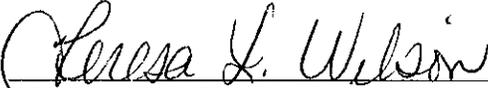
Unanimously adopted, this 3rd day of February 2014.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: 

CHARLES MESSER, Chairman

Attest:



TERESA L. WILSON, Secretary to the Board



**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

LEASE

THIS LEASE, made and entered into effective the 1st day of January, 2014 by and between Henderson County, having an address of 1 Historic Courthouse Square, Suite 5, Hendersonville, North Carolina, 28792, hereinafter referred to as "Lessor", and Carland Farms, Inc. , having an address of 516 North Mills River Road, Mills River, NC 28759 , hereinafter referred to as "Lessee",

WITNESSETH :

That the Lessor for and in consideration of the rents, covenants and agreements to be paid, kept and performed by the Lessee as hereinafter provided, have lease and rented unto the Lessee, and the Lessee has rented from the Lessor that following described real property, located in Henderson County North Carolina:

Being all of that tillable land on that tract of land shown as Tract "C" on that plat entitled, "Plat of Survey for Broadpointe Center", dated November 1996, recorded on Plat Slide 2295 of the Henderson County Registry. Tract "C" as shown on the Plat of Survey for Broadpointe Center consists of 27.82 acres. It is estimated that the tillable land, located within the boundaries of said Tract "C" is approximately +/- 26.2 acres. Tract "C" is hereafter referred to as the "Leased Premises".

TO HAVE AND TO HOLD said Leased Premises unto the Lessee upon the following conditions:

1. The term of this Lease shall commence on January 1, 2014, or the date that this Lease is fully and properly executed, whichever is later, and shall expire December 31, 2014.
2. The Lessee agrees to pay Lessor the sum of \$1,950.00, as annual rental, less any *ad valorem* property taxes which are due from the Lessee as a result of this lease, which said annual rental shall be paid in full by March 30, 2014. Failure to pay said lease amount by the stated date will be grounds for immediate termination of the Lease by the Lessor without notice to the Lessee.
3. The Leased Premises shall be used solely for conducting thereon farming operations during the term of this Lease, and Lessee covenants and agrees to follow good farming practices to the end that any damage to the Lease Premises or soil by reason of erosion or otherwise shall be minimized. Hunting of any kind is expressly prohibited on the Leased Premises.

4. Lessee covenants and agrees, at its expense, to keep the drainage ditches presently located on the Leased Premises clear and unobstructed throughout the term of the Lease, and at the expiration of this Lease to surrender the Leased Premises in a good condition as the same shall be at the commencement of said term; provided, however, that in the event it becomes necessary to make any permanent improvements on the Leased Premises such as repairs to underground drainage or the cutting or retraining of hedge row the same shall be done at the Lessee's expense, but subject to the approval of the Lessor.
5. It is agreed that no building, house, barns or other structures are included in the Leased Premises.
6. This Lease may not be assigned; additionally, the Leased Premises may not be subleased.
7. Lessee understands and agrees that the Leased Premises have been donated to Lessor for future use as a public park. Lessee agrees that Lessee will do nothing that will prohibit the future use of the Lease Premises as a public park.
8. Lessor makes no covenant of quiet enjoyment to Lessee with respect to the Leased Premises; however, Lessor agrees not to unreasonably interfere with Lessee's ability to conduct farming operations on the Leased Premises, except as may be connected with the installation of the public sewer across any portion of the Leased Premises. It is understood and agreed that the Lessor or their agents shall not be responsible for any damage to crops or farming operations of Lessee due to the installation of public sewer. The Lessor will notify Lessee thirty (30) days in advance of the installation of public sewer.
9. Lessee agrees to indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, or occasioned wholly or in part by any act or omission of Lessee, his agents, licensees, concessionaires, customers or employees.
10. Lessee shall at Lessee's own expense comply with all rules, regulations, and requirements of the State, Federal, or Local Governments, or any of the departments or bureaus thereof applicable to the Leased Premises, including but not limited to regulations for the prevention or abatement of nuisances or other grievances arising out of the manner of the occupancy of said premises during said term.
11. Lessor or Lessor's agents or other representative shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of examining the same.

12. With respect to any pollutants, contaminants, chemicals, or industrial toxic or hazardous substance or material defined as such in (or for purposes of) all applicable environmental laws, rules, regulations and ordinances now or hereafter in effect, hereafter "Environmental Laws", including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. Section 261.1 through 261.33, as may be amended or renumbered, hereinafter "Hazardous Material", Lessee represents, warrants and covenants as follows:

- (A) The Lessee agrees to indemnify and hold harmless the Lessor (and its directors, officers, and employees), from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees and disbursements, and costs of investigation and cleanup, including, without limitation, claims, suits and proceedings by federal, state, county and local governmental authorities with respect to, or as a direct or indirect result of (i) the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from the property of any Hazardous Material, if such occurs during the term of the Lease, (ii) any other environmental pollution, including, without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the Lease, (iii) noncompliance relating to the Lessee's farming operations or business, or the property with any "Environmental Law or any other federal, state, or local statute, law, ordinance, rule, regulation, order or decree, or (iv) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section, unless any such loss, liability, damage, or injury or the like is directly caused by negligent act of the Lessor.
- (B) Neither the Lessor, nor to the best knowledge of the Lessor, nor the Lessee, nor to the best knowledge of the Lessee, any other person or entity, has received any notice of (i) the happening of any event involving the misuse, spill, discharge or cleanup of any Hazardous Material affecting the Lessor or the Leased Premises, or (ii) any complaint, order, citation, notice, claim of contribution or claim for payment with regard to any Hazardous Material, the violation or alleged violation of any Environmental Law or for injury to the environment or human health from any person, including without limitation, the United States Environmental Protection Agency, and if any party receives any such notice, then such party will give, within five (5) business days, oral and written notice of same to the other party;
- (C) The Lessor shall have the right, but not the obligation, to enter onto the property or to take such other actions as it reasonably deems necessary or advisable to

clean up, remove, resolve or minimize the impact of, or otherwise deal with, any of the events described in paragraph (A) which, if true, could result in an order, suit or other action against the Lessor affecting any part of the Leased Premises by any governmental agency or otherwise which, in the sole opinion of the Lessor, could jeopardize the Lessor's interest in the Leased Premises. All costs and expenses incurred by the Lessor in the exercise of any such right shall be payable by the Lessee upon demand; and

(D) In the event Lessor has reasonable suspicion that any of the events described in Section (A) have occurred, the Lessee shall, promptly upon the written request of the Lessor, provide the Lessor, at the Lessee's expense, with an environmental site assessment, environmental audit report or other report, satisfactory to the Lessor, prepared by an environmental engineering firm acceptable to the Lessor, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Material, the potential costs in connection with the abatement, cleanup, removal or monitoring of any Hazardous Material found on, under, at or within the property and/or the compliance by the Lessee with the covenants contained in this Section.

13. Lessee shall conduct the farming operations at Lessee's own risk, and Lessor makes no guarantees, representations, or warranties with respect to the suitability of the Leased Premises for conducting farming operations.
14. Lessee agrees to not conduct any activities that would create or constitute a public or private nuisance upon the Leased Premises. Lessee agrees to promptly respond to any complaints that may be received by Lessee, or by the Lessor, with respect to any activities conducted by or on behalf of Lessee on the Leased Premises from anyone owning property adjacent to the Leased Premises. Lessee shall be required to notify Lessor of any such complaints received, and Lessee's response to any such complaints.
15. If there be any default made in the stipulations, agreements, and covenants contained herein, and if the Lessee fails to comply with all the provisions of this Lease, then it shall be lawful for the Lessor to reenter the Leased Premises, to repossess and take possession of the same.
16. It is further understood and agreed that the stipulations, agreements, and covenants contained herein are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, each of said parties has caused these presents to be duly executed and approved in duplicates, each to have the force and effect of an original as of the date first written hereinabove.

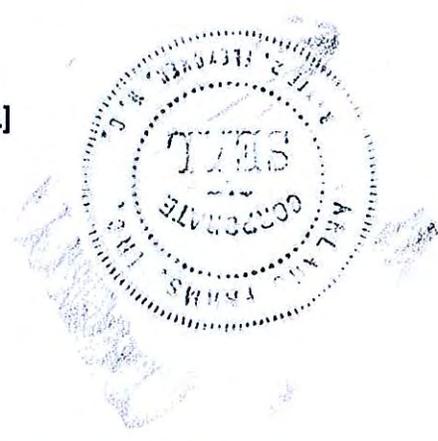
CARLAND FARMS, INC., LESSEE

BY: [Signature]
President

ATTEST:

[Signature]
Secretary

[CORPORATE SEAL]



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Kathryn L. Finotti, Notary Public for said County and State, certify that Carolyn G. Carland, personally came before me this day and acknowledged that she is Secretary for Carland Farms, Inc., and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal, this the 5th day of February 2014.



My commission expires:

3-23-18

[Signature]
Notary Public

HENDERSON COUNTY, LESSOR

BY: [Signature]
Steve Wyatt, County Manager

ATTEST:

[Signature]
Clerk to the Board

[OFFICIAL SEAL]



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

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

Witness my hand and official seal, this the 4th day of February, 2014.



My Commission expires:

3-23-18

[Signature]
Notary Public



**OFFICE OF THE
COUNTY ATTORNEY**

Charles Russell Burrell
County Attorney
rburrell@hendersoncountync.org

Susan L. Fosmire
Assistant County Attorney
sfosmire@hendersoncountync.org

Sarah G. Zambon
Deputy County Attorney
szambon@hendersoncountync.org

Rebekah R. Price
Associate County Attorney
bprice@hendersoncountync.org

Kathryn Finotti
Paralegal
kfinotti@hendersoncounty.org

Jacqueline Justus
Paralegal
jjustus@hendersoncountync.org

1 Historic Courthouse Square
Suite 5
or
1200 Spartanburg Highway
Suite 400

**Hendersonville
North Carolina 28792**

Telephone:
(828) 697-4719 (King St.)
(828) 694-6490 (Spartanburg Hwy)

Facsimile:
(828) 697-4536

Website:
www.hendersoncountync.org

Memorandum

TO: BOC/File
FROM: Kathryn Finotti
DATE: 2/18/14
RE: Blue Ridge Amateur Radio Club (BRARC) lease

The Legal Department has been advised that the Blue Ridge Amateur Radio Club lease at 802 Stoney Mountain Road, Hendersonville, NC 28739 (Stoney Mountain Activity Center) has been discontinued. The club will no longer be leasing space at this facility.

KF

STATE OF NORTH CAROLINA

LEASE

COUNTY OF HENDERSON

THIS LEASE, made this the 3rd day of February, 2014, by and between Henderson County, a body politic and corporate, having its principal office and place of business in Henderson County, 1 Historic Courthouse Square, Suite 5, Hendersonville, North Carolina 28792, hereinafter called the "Owner," and Blue Ridge Amateur Radio Club, (BRARC), a North Carolina nonprofit agency having its principal office and place of business in Henderson County, 802 Stoney Mountain Road, Hendersonville, North Carolina 28739, hereinafter called the "Tenant";

WITNESSETH:

The Owner hereby demises and lets, and the Tenant hereby rents and hires, from the Owner the following described premises and office space being situated in the Stoney Mountain Activity Center, located at 802 Stoney Mountain Road, Hendersonville, NC 28739:

Being and consisting of the exclusive use of Room # 5, hereinafter "Office Space" or (Radio Room), the exclusive use of Room # 9, hereinafter "Storage Room", the nonexclusive use of Room # 10, hereinafter "Meeting Room", and the nonexclusive use of the kitchen, all being a part of the Stoney Mountain Activity Center, located at the address stated above, the Storage Room and Office Space being located in the East Wing.

To have and to hold the same and the privileges and appurtenances thereunto in anywise appertaining to the said Tenant, and to be used by it, the said Tenant, for the purpose of carrying on and conducting a central office location and meeting space for Tenant, and if space is available at the times needed, meeting space in the Meeting Room for groups of BRARC members and other Amateur Radio Operators who are planning, training or participating in Emergency or Disaster situations or drills in the capacity of, but not limited to; Amateur Radio Emergency Services, (ARES); Radio Amateur Communication Emergency Services (RACES) and Sky Warn, and/or for such other purposes as are usual and customary in the conduct of such a Radio Club and for no other purpose or purposes.

It is stipulated and agreed that Owner demises and lets the Office Space, Storage Room, Meeting Room and Kitchen in accordance with the terms of this Lease to the Tenant for and in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration consisting of the provision of public communication services to the Henderson County Office of Emergency Management, and alternative and supplementary sources of Emergency Communications, during states of emergencies, during damage assessment and during power and communication failures, hereinafter Emergency Public Services.

It is further stipulated and agreed:

1. That the Tenant will provide the Emergency Public Services as stated in the above manner. In the event of failure on the part of the Tenant to provide the Emergency Public Services in

accordance with the terms of this Lease, the Owner may forthwith take possession of the property hereby leased.

2. That this Lease shall remain in full force and effect for a term of one (1) year, beginning February 5, 2014, and continuing until February 4, 2015.

3. That this Lease may be terminated by either the Owner or the Tenant by providing thirty (30) days advance written notice to the other party.

4. That the Tenant shall take good care of the premises hereby leased or demised and the appurtenances thereof, and at the end or other expiration of the term of this Lease shall deliver up said premises in good order or condition, ordinary wear and tear excepted.

5. That the Tenant shall not make any alterations, additions or improvements in the premises hereby leased and demised without first obtaining from the Owner its written consent, and that all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of his lease shall inure to the benefit of and be the property of the Owner upon the termination and end of this Lease, and such alterations, additions, and improvements shall be surrendered with the premises when the same are surrendered by the Tenant to the Owner.

6. That the Tenant, at its own cost and expense, shall comply with all laws, rules, regulations, and requirements of State, Federal, and local governmental agencies applicable to the leased or demised premises for the prevention or abatement of nuisances or other grievances arising out of the manner of the occupancy of said premises during said term, and that the said Tenant shall moreover comply with all rules and regulations of the Owner with respect to the management and use of the Stoney Mountain Activity Center Building.

7. That the Tenant agrees that the Owner and its agent or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

8. That the Tenant shall not assign this Lease nor relet the premises or any part thereof without the Owner's consent in writing, or occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or for any purpose or purposes other than the purpose or purposes designated above. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this Lease.

9. That if the premises hereby leased or demised shall become vacant during the term hereinbefore provided at any time, the Owner or its legally authorized representative may reenter the premises either by force or otherwise without being liable for prosecution therefore and relet the said premises as the agent or representative of the said Tenant.

10. That in case of any damage or injury to the demised premises or the Stoney Mountain Activity Center, said damage or injury being caused by the carelessness, negligence, or improper conduct on the part of the said Tenant, its agents, invitees, licensees, members, or employees, then the said Tenant shall cause the said damage or injury to be repaired at its own cost and expense.

11. If, during the term of this Lease, the demised premises shall be or become damaged by fire or by the elements, such damage shall be repaired by the Owner, unless the damage to said premises hereby leased or demised be so great that the same cannot be repaired with reasonable diligence so as to be fit for occupancy within thirty (30) days from the date of the damage, when, in such event, the said premises are so repaired as to be fit and ready for occupancy by the Tenant, and in such event the tenancy of the premises hereby leased or demised shall not be terminated but shall remain in force and effect under and by virtue of the terms and conditions of this Lease, unless the damage done to the premises hereby leased shall be so great as to make it impossible to repair the premises within a period of thirty (30) days, in which case the Tenant shall have the option of vacating the premises hereby leased or demised and of bringing to an end and termination this Lease, provided however, that the said Tenant shall not have such option and shall not be allowed to be relieved from the obligations of this Lease if the damage done to the premises shall in anywise be caused by the contributory negligence or act of the Tenant or its agents or employees.

12. That the Owner shall supply the leased or demised premises with heat adequate reasonably and properly to heat the same during the period of the year when it is necessary to heat the leased or demised premises.

13. That the Owner shall supply water for the use of the occupants of the leased premises and for the use of the Tenant during the term of this Lease in sufficient and reasonable amounts.

14. That the Owner does agree to furnish any electricity for lighting or other purposes to the Tenant as required by it in connection with the use of the leased or demised premises.

15. That the Owner does agree to furnish maintenance and routine repairs for purposes of the Tenant as required by it in connection with the use of the leased or demised premises. Tenant will be responsible for damages done to the premises in anywise caused by the negligence or act of the Tenant or its agents, invitees, licensees, members or employees.

16. Tenant will be issued keys to get into the Stoney Mountain Activity Center and to open the Office Space and Storage Room and Meeting Room. If at anytime Tenant is in the building after normal business hours, or if at anytime Tenant is the last one to leave the building, Tenant shall be responsible for locking all exterior doors of the Stoney Mountain Activity Center. Tenant shall not duplicate any keys. Tenant shall return all keys when the Lease has ended. In the event Tenant loses any key issued to Tenant, Tenant shall reimburse the County the actual costs

incurred by the County in changing the locks to the exterior doors. Tenant shall assume full responsibility for keys issued to Tenant under this Lease.

17. Tenant shall have the right to place five (5) radio antennas on the grounds of Stoney Mountain Activity Center, one of which may be a tower. If a tower is erected it will be mounted in a cement slab, (the location of which to be approved by the Henderson County Recreation Director). Wiring will be run to the building in the most unobtrusive manner. Wiring within the building to the Office Space and the Storage Room will be concealed. Installation means and methods will be subject to Owner's approval.

18. Tenant shall have the right to use the bathroom facilities located in the East Wing of the Stoney Mountain Activity Center.

19. At all times that Tenant, its agents, members, invitees, licensees, or employees are present within the Stoney Mountain Activity Center, they shall restrict their activities to the East Wing of the Stoney Mountain Activity Center, Meeting Room and the Kitchen and shall not access other parts of the building.

20. Tenant shall be responsible for coordinating and reserving the use of the Meeting Room with the Henderson County Recreation Department on behalf of Tenant, its agents, members, invitees, licensees, or employees prior to using the Meeting Room. Tenant shall be allowed to conduct all-night training sessions four (4) times a year using the Meeting Room, provided prior approval has been secured from the Henderson County Parks and Recreation Department in accordance with this Paragraph. Notwithstanding the above, Tenant shall be allowed to use the Office Space and Storage Room at Tenant's convenience during or after normal business hours.

21. Any and all electrical equipment, radio equipment, and electrical appliances shall be turned off when Tenant is not in the Stoney Mountain Activity Center. Further all electrical equipment, radio equipment and electrical appliances shall be properly ground in accordance with the National Electric Code.

22. Tenant shall be responsible for assisting the Henderson County Recreation Department in keeping the Meeting Room and the Kitchen clean and organized, and for keeping the portions of the Stoney Mountain Activity Center used or accessed by the Tenant, its agents, employees, members, invitees, or licensees, clean and neat.

23. Owner, its agents, and employees shall have no responsibility for, nor any liability associated with, at law or in equity, any equipment or antennas owned or operated, or placed on or about the premises of the Stoney Mountain Activity Center by Tenant, Tenant's members, agents, employees, invitees, or licensees, nor for any damage to any of said equipment or antennas. To this end, Tenant shall be required to carry renter's insurance for liability, property damage, and bodily injury in an amount not less than \$500,000.00 aggregate per occurrence. Owner shall be named as an additional insured on said policy(ies).

24. That the Owner hereby agrees that the Tenant, upon providing Emergency Public Services as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold, and enjoy said premises during said term, free from the adverse claims of any person, firm, or corporation, except that noise from normal operations of the Landfill, shall not be a breach of this Lease by the Owner, and that the Owner will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall, under the law, be primarily liable.

25. That if there be any default made in the stipulations, agreements, and covenants herein contained, and if the Tenant fails to comply with all the provisions of this Lease, then it shall be lawful for the Owner to give a thirty (30) days notice to reenter the premises hereby leased or demised, to repossess and take possession of the same, and to use, enjoy, or relet the same as if this Lease had not been entered into.

And it is further understood and agreed that the stipulations, agreements, and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, each of said parties has caused these presents to be duly executed, the day and year first above written; this Lease being executed in duplicate originals, one of which is retained by each of the parties.

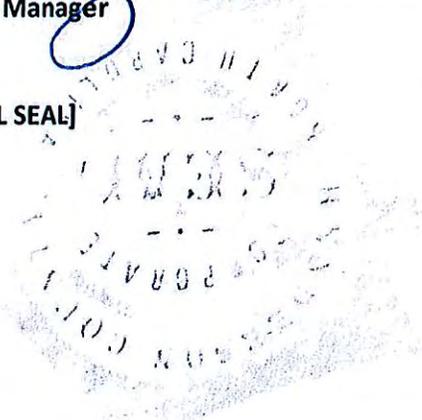
HENDERSON COUNTY, OWNER

BY: [Signature]
Steve Wyatt, County Manager

ATTEST:

[Signature]
Teresa L. Wilson
Clerk to the Board

[OFFICIAL SEAL]



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

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

Witness my hand and official seal, this the 4th day of February, 2014.



[Signature]
Notary Public

My commission expires: 3-23-18

BLUE RIDGE AMATEUR RADIO CLUB, TENANT

BY _____
BRARC Vice-President, Jonathan Williams

ATTEST:

[OFFICIAL SEAL]

BRARC Secretary, Douglas Davis

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

I _____ Notary Public for said County and State, certify that Douglas Davis personally came before me this day and acknowledged that he is the Secretary of Blue Ridge Amateur Radio Club, a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the ____ day of _____, 2014.

(Official Seal)

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

INTER-LOCAL AGREEMENT

This Inter-Local Agreement is entered 28th January, 2014, but will be effective 1 July 2014. It is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and is by and between the Henderson County Tourism Development Authority ("HCTDA"), a public authority under the North Carolina Local Government Budget and Fiscal Control Act, and the County of Henderson, a body corporate and politic ("the County").

BACKGROUND

1. The parties entered into an Inter-Local Agreement, effective July 1, 2013, but signed August 29, 2013 ("the previous Agreement").
2. The parties now desire to modify the terms as stated herein, effective 1 July 2014.

STATEMENT OF AGREEMENT

1. Term of Agreement and Termination:
 - a. The term of this agreement is from July 1, 2014 through June 30, 2015.
 - b. This agreement shall automatically renew from year to year in one year installments unless written notice is given to the other party in accord with paragraph 1.c, below. Either party may terminate this agreement at its option, so long as done in accord with paragraph 1.c, below.
 - c. Terminations of this agreement may occur only as of June 30 of each year, and only if either party gives the other notice of its desire to terminate the agreement by not later than December 31 next preceding the June 30 termination.
2. Employees: All employees of the HCTDA shall remain employees of the County, subject to the following:
 - a. The Executive Director of HCTDA shall work at the pleasure and direction of the HCTDA Board,
 - b. All other employees shall work at the pleasure and direction of the HCTDA Executive Director.
 - c. The HCTDA will follow the County's personnel policies, except that in no event shall any employee have the right to an appeal to the County Manager.
 - d. The HCTDA will allow no action that would violate applicable law.
3. HCTDA use as its headquarters and will pay to the County as rent the sum of \$90,000 per year for the real property facilities located at 201 South Main Street, Hendersonville, North Carolina.

Regular upkeep and maintenance on such real property facilities will be the responsibility of the HCTDA. However, non-emergent repairs and maintenance of the type and scope normally performed by County maintenance personnel will be performed by such County personnel, with materials to at the cost of the HCTDA.

3A. All of the proceeds of the Room Occupancy Tax collected pursuant to North Carolina Session Law 2013-61 (and its predecessors, and as it may be amended) shall be allocated by HCTDA in accord with the provisions of Session Law 2013-61. HCTDA grant awards to the Henderson County Heritage Museum (Henderson County Historic Courthouse Corporation) shall be wholly in the discretion of HCTDA.

4. Use of other County facilities and financial terms:

a. The Finance Officer will calculate the amount of payment for other costs owed by the HCTDA to the County each month, said calculation to be examined annually, and attached hereto each year as an Exhibit ("the Exhibit"). It is the intention of the parties that the Exhibit will be recalculated every year by the Finance Officer to adjust for changes in external factors (for example, but not limited to, costs of employee benefits, costs of liability, casualty or other insurance, and other factors), and may include attributed and indirect costs. It is expressly agreed, however, that the Finance Officer shall not include in any calculations for The Exhibit any rental cost or attribution of depreciation for the facility at 201 South Main Street.

i. Included in The Exhibit will be a determination of the full cost to the County of the employment of all employees of the HCTDA, including all benefits and other expenses.

ii. The costs determined in The Exhibit will be in addition to, and not included in, the costs set out in North Carolina Session Law 2012-144 for administering and collecting the Occupancy Tax as noted in paragraph 7, below.

b. The HCTDA will pay to the County, on a monthly basis, all amounts listed under The Exhibit.

5. The HCTDA will use the personal property, vehicle, facilities and materials (collectively, the "personal property") designated or purchased for support of Henderson County Tourism development and promotion to the extent they are currently used. HCTDA may replace the personal property from its funds as it sees fit and in accord with Session Law 2013-61.

6. The HCTDA will continue pay all the cost to cover the County with its performance licensing contracts with the American Society of Composers, Artists and Publishers ("ASCAP") and Broadcast Music, Inc. ("BMI"), and will refuse to allow any artists with which it contracts to perform works licensed solely by Society of European Stage Authors & Composers ("SESAC") (unless and until the HCTDA contracts with SESAC for the same).

7. The County (through the County Finance Officer who, under Session Law 2012-144 is also the Finance Officer of the HCTDA) will collect the Occupancy Tax on behalf of the HCTDA, and will provide accounting and payroll services for the HCTDA.

8. The fund balance accrued by and for the HCTDA is the property of the HCTDA, though held by the Finance Officer.

9. The Finance Officer, when acting as the Finance Officer of the HCTDA, shall fulfill all responsibilities to the HCTDA as if the Finance Officer had no responsibilities as Finance Officer of the County, and vice versa.

10. It is the intention of the parties and the desire of them that this agreement be in every instance of question of interpretation be interpreted such that:

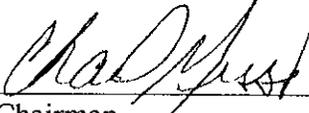
a. The County in its finances neither benefits nor suffers detriment from the Interlocal Agreement between Henderson County and the HCTDA; and,

b. That, the HCTDA funds would neither benefit nor suffer in its finances as a result of the Interlocal Agreement between Henderson County and the HCTDA.

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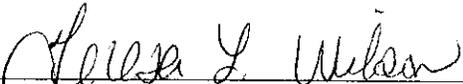
Effective this 1st day of July, 2013.

COUNTY OF HENDERSON

By: 
Chairman
Henderson County Board of Commissioners



Attest:

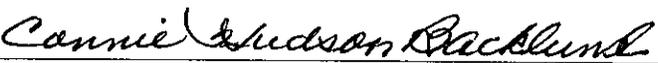

TERESA L. WILSON, Clerk to the Board

By: 
STEVE WYATT, County Manager

HENDERSON TOURISM DEVELOPMENT AUTHORITY

By: 
Chairman

Attest:


Secretary

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

WAKE COUNTY

XXXX 00307

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Henderson County

Project Number: 2013 - 762

Project Title: Henderson County Athletics and Activity Center

Period Covered By This Agreement: 2/1/2014 to 1/31/2017

Project Scope (Description of Project): Land acquisition of 9.45 acres and development includes renovation to gymnasium building and classroom building, trail/grounds renovation, parking lot, athletic field with artificial turf and lighting, planning costs and contingency.

Project Costs:	PARTF Amount	\$ <u>500,000</u>
	Local Government Match	\$ <u>3,192,020</u>

Conditions

The North Carolina Department of Environment and Natural Resources (hereinafter called the "Department") and Henderson County (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the

costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CR Part 3017, Section 3017.50, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Mr. Tim Hopkin is designated by the Grantee as key personnel for purposes of this contract. The Department designates John Poole, PARTF Grant Program Manager as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Environment and Natural Resources Division of Parks and Recreation Attention: John Poole, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9304 Email: John.Poole@ncparks.gov	Henderson County Attention Tim Hopkin 801 4th Avenue East Hendersonville, NC 28792 Telephone: 828-697-4884 Email: thopkin@hendersoncountync.org

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management and the environment including but not limited to the following:

North Carolina Archives and History Act; Prime Agricultural and Forest Lands (N.C. Executive Order #96); North Carolina Executive Order #16; Local Government Budget and Fiscal Control Act (G.S. 159); Formal Contracts, Informal

Contracts and Purchasing (G.S. 44A-26, G.S. 58-31 to 58-40, G.S. 87-15, G.S. 133-1.1, G.S. 133-3, G.S. 133 Article 3, G.S. 136-28.4, G.S. 143 Article 3D, G.S. 143-48, and G.S. 143-128 to 143-135; Conflict of Interest (G.S. 14-234); Americans With Disabilities Act of 1990 (P.L. 101-336); N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), Sales Tax Refund (G.S. 105-164.14), and OMB Circular A-87 Cost Principles for Local, State, and Indian Tribal governments.

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988, CFR Part 3017.60D.
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

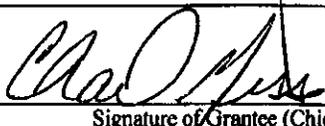
Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at anytime prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Henderson County	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Charlie Messer	Chairman, Board of Commissioners
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

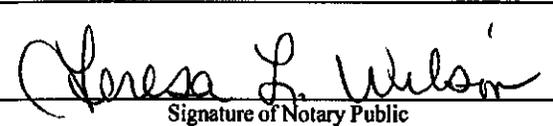
State of North Carolina

County of Polk

On this 3rd day of February, 2014, Chairman Charlie Messer

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: 10/15, 2016.


Signature of Notary Public

(Seal Here) 



North Carolina Department of Environment and Natural Resources
John E. Skvarla, III Secretary

By:	Section Chief, NCDENR Division of Purchase and Services
_____	_____
Department Head or Authorized Agent for Secretary Skvarla	Title

Project Costs

Henderson County Athletics and Activity Center

January 2013

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
Building and/or Renovating Costs			
Classroom Building Renovations (ADA accessibility, etc.)	Lump Sum	\$77,150	\$77,150
Gymnasium Building Renovations (HVAC replacement, roof replacement, etc.)	Lump Sum	\$42,700	\$42,700
Grounds and Pavement Renovations	Lump Sum	\$77,000	\$77,000
Parking Lot – spaces added for 65 cars	Lump Sum	\$130,000	\$130,000
Athletic Field – Artificial Turf	300 x 170 field	\$505,170	\$505,170
Athletic Field - Lighting	Lump Sum	\$130,000	\$130,000
Costs to Develop the Project			\$962,020
Contingency for the Cost of Building / Renovating			
Contingency (not to exceed 5% of the cost to develop the project)	4.2%		\$40,000
Value of Land to be Purchased or Donated			
Land Acquisition	9.45 acres	\$ 281,481	\$2,660,000
Planning and Incidental Land Acquisition Costs			
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project) (legal costs, architect, engineers)	3.1%	\$30,000	\$30,000
Total Project Cost			\$3,692,020
Total PARTF Grant Request			\$ 500,000
Total Local Match			\$3,192,020

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Scope of Work

**North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments**

Grantee: County of Henderson
Title of Project: Henderson County Athletics and Activity Center
Project Number: 2013 - 762
Contract Number: 5746
Amount of Grant: \$ 500,000
Amount of Match: \$ 3,192,020
Contact Person for Project: Tim Hopkin
Title: Director of Parks and Recreation
County of Henderson
Address:
801 4th Avenue East
Hendersonville, NC 28792
Telephone: 828-697-4884
Contact email address: thopkin@hendersoncountync.org

Scope of Project: Land acquisition of 9.45 acres and development includes renovation to gymnasium building and classroom building, trail/grounds renovation, parking lot, athletic field with artificial turf and lighting, planning costs and contingency.

Length of Project: 36 months (2/1/2014– 1/31/2017)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The County of Henderson grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**HENDERSON COUNTY TRANSIT RENEWAL CONTRACT
AND AMENDMENT**

This Agreement made and entered this the 3rd of February, 2014, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina (hereinafter the "COUNTY") and **Western Carolina Community Action** (hereinafter the "SERVICE PROVIDER"), a nonprofit organization is a renewal of the original agreement signed on May 17, 2011 by the parties.

Witnesseth

WHEREAS the County and the Service Provider have had an agreement for transit services since 17 May, 2011;

WHEREAS the County is desirous to contract with the Service Provider for the continuance of these services; and

WHEREAS the previous agreement allows the County and the Service Provider to renew the agreement;

NOW THEREFORE, for valuable consideration and mutual promises, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DURATION:** The renewal agreement shall last for one year from July 1, 2014 to June 30, 2015. This reflects the original contract that allowed two separate one-year renewals. After this renewal the original contract may be renewed for one additional year.
2. **HOURS AND RATE:** The paratransit services cap for FY2015 shall be 2,000 hours at a rate of \$44.22 per hour.
3. **HOURS AND RATE:** The transit services cap for FY2015 shall be 9,108 hours at a rate of \$59.60 per hour.
4. **ORIGINAL TERMS:** All terms established in the Original Agreement shall remain in effect for the duration of this Agreement.
5. **EXAMINATION AND RETENTION OF RECORDS.** SERVICE PROVIDER shall maintain all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed for the COUNTY under this CONTRACT on file for at least three (3) years following the date of final payment to the SERVICE PROVIDER by the COUNTY. All records stored on a computer database must be of an updated format compatible with the COUNTY's software systems. Any duly authorized representative(s) of the COUNTY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during SERVICE PROVIDER's usual and customary business hours. SERVICE PROVIDER shall provide proper facilities to the COUNTY representative(s) for such access and inspection. Further, any duly authorized representative(s) of the COUNTY shall be permitted to observe and inspect any or all of SERVICE PROVIDER's facilities and activities during SERVICE PROVIDER's usual and customary business hours for the purposes of evaluating and judging the nature and extent of SERVICE PROVIDER's compliance with the provision of this CONTRACT. In such instances, the COUNTY representative(s) shall not interfere with or disrupt such activities.

STATE OF NORTH CAROLINA
COUNTY OF ~~HENDERSON~~ PAK

I, Notary Public of the County and State aforesaid certify that Steve Wyatt, personally came before me this day and acknowledged that he is the County Manager for Henderson County, a corporation and body politic, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its.

WITNESS my hand and notarial seal this 3rd day of February, 2014.

Notary Public: Teresa L. Wilson
Print or type name: TERESA L. WILSON
My Commission Expires: 10/15/2016

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that he is the _____ of Western Carolina Community Action (WCCA), a lawful corporation under the regulations of North Carolina, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by himself as its _____.

WITNESS my hand and notarial seal this _____ day of _____, 2013.

Notary Public: _____
Print or type name: _____
My Commission Expires: _____

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a)

By: James C. McElion

Date: 2/4/14

Name (Print): James C. McElion
Henderson County Finance Director

