

DRAFT

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
WEDNESDAY, MARCH 21, 2018**

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

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

Also present were: Management Assistant Megan Powell, Finance Director J. Carey McLelland, Director of Business and Community Development John Mitchell, Engineer Marcus Jones, Emergency Management/Rescue Coordinator Jimmy Brissie, Soil & Water Conservation District Director Jonathan Wallin, Construction Manager David Berry, Central Services Project Manager Thad Ninnemann, Sheriff Charlie McDonald, Social Services Director Jerrie McFalls, Planning Director Autumn Radcliff, Projects Engineer Natalie Berry - videotaping, and Deputies Jacob Tipton and Candice Carland as security.

CALL TO ORDER/WELCOME

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

INVOCATION

The invocation was provided by John Mason of Main Street Baptist Church.

PLEDGE OF ALLEGIANCE

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

2018-38 PROCLAMATION – WE ARE HOPE

The Henderson County Board of Commissioners is requested to adopt a Proclamation Honoring the Observance of “We are Hope” Week in Henderson County Public Schools’ Middle and High Schools. “We are Hope” Week takes place from March 26, 2018 through March 30, 2018.

Chairman Edney recognized the students in attendance:

Apple Valley Middle: Lewis Stepp, Paige Myers

Flat Rock Middle: Nicholas Knox, Sara Mabry, Yancey Ballard

Hendersonville Middle: Caroline Hager, Luke Staton

Rugby Middle: Karsyn Andress, Lauren Young, Amanda Jane Whiting

East Henderson High: Zack Adkinson, Meredith Gillespie, Keegan Edge, Ryan Osteen, Noah Gordon, Garrett Stiwinter, Casey Mentch, Justin Buckner, Emma Gilliam, Sarah Thompson

Henderson County Career Academy: DeShawn McKizzie, Carina Carcamo, Derrick Middleton

Henderson County Early College: Lisa Scarduzio, Christian Brown, Ariana Sousa Trejo

Hendersonville High: Nick Hart, Parker Newman

North Henderson High: Darren Lammons, Hunter Street, Reese Mercer, Anna Baldwin

West Henderson High: Parker Paige Boline, Natlaie Stanley, Emily Mertz, Moriah Fender, Ray Olinger, Rebekah Littauer, Maggie Cox, Macie Clark, Margaret Ann Littauer

Chairman Edney made the motion that the Board adopts the Proclamation Honoring the Observance of “We are Hope” Week, from March 26, 2018 through March 30, 2018 in Henderson County Public Schools’ Middle and High Schools. All voted in favor and the motion carried.

DATE APPROVED:

BALFOUR PARKWAY WORKSHOP

Chairman Edney informed the public that a workshop will be held with NCDOT regarding the Balfour Parkway on April 18, 2018 at 9:00 a.m., during the Board’s regular meeting. It will be a workshop with interaction between the NCDOT staff and Henderson County staff.

INFORMAL PUBLIC COMMENT

1. Bill Harper, Jr. informed the Board that he owned property along Spartanburg Highway adjoining the property of the Henderson County Health Department. He would like the powerline poles moved and needs a letter from the Board of Commissioners to Duke Energy’s engineer showing no objection. (Assistant County Manager Amy Brantley will make contact with Duke Energy to confirm what is needed for Mr. Harper)
2. Bill Burchill stated the Board had received his Balfour Parkway analysis. He would like to discuss the analysis with the Board. Mr. Burchill does not feel the project will relieve the congestion on US 64, US 25 and NC 191.
3. Ken Gordon provided the Board with an amendment to a petition regarding the proposed widening of White Street or Hebron Street project and use of roundabouts. They are concerned for the destruction of business property, jobs and residences affected.
4. Graydon Nance is concerned about property development on steep slopes. He asked the Board to adopt standards to protect our community, and asked that land slide hazard slides be added to the data base.
5. Judy Peyton is concerned about steep slope development and feels it needs to be regulated. There are generations of experience that should be added to the building code. Hazard maps need to be added to the GIS data base.
6. Dennis Justice asked the Board to make sure the turf fields are being utilized, and he feels we need covered basketball courts and futsal courts.

DISCUSSION/ADJUSTMENT OF CONSENT AGENDA

Commissioner Hawkins made the motion to approve the Consent Agenda with the addition of a Proclamation – Proclaiming March as National Athletic Training Month in Henderson County. 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):

February 21 2018 - Regularly Scheduled Meeting

March 5, 2018 - Regularly Scheduled Meeting

Motion:

I move the Board approves the minutes of January 17, 2018 as presented

Tax Collector’s Report

Deputy Tax Collector Luke Small had presented the Tax Collector’s Report to the commissioners dated March 8, 2018 for information only. No action was necessary.

2018-39 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 and it has been revised

several times since its adoption. 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 is attached for the Board's consideration in order to accomplish this update. This proposed resolution restates all other persons currently appointed as plat review officers, removes a former county employee and appoints a new employee from the Land Records Division.

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

Motion:

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

2018-40 Annual Audit Contract

Staff is requesting the Board approve the annual audit contract as required by N.C. General Statute 159-34(a) with Martin Starnes & Associates, CPAs, P.A. for the current fiscal year 2018. Martin Starnes has audited the County's accounts for several years and has done an excellent job. They have the qualifications, experience and manpower to conduct an audit of our County's size. Their fee to conduct the audit is \$73,000 which is included in the annual budget.

Motion:

The Board of Commissioners approves the annual audit contract as required by N.C.G.S. 159-34(a) with Martin Starnes & Associates, CPAs, P.A. for the fiscal year ending June 30, 2018.

2018-41 Proposal for Design Services – The Tamara Peacock Company

At the direction of the Board of Commissioners, staff solicited a Request for Qualifications (RFQ) for architectural services to address renovations at the Main Library. Staff conducted the RFQ and the Tamara Peacock Company was selected as the most qualified architecture firm to conduct the work.

In September 2015, Solutions for Local Government conducted a space utilization study for the Main Library, to determine how to best utilize the available space to provide increasing levels of service. That study identified a number of recommended renovations, which were identified by priority. The Tamara Peacock Company has reviewed the study and recommendations, and developed the attached Proposal for Design Services for consideration. The funding required for the renovations has been provided by Foundation grants, and no additional County funding is required.

Motion:

I move the Board approves the Proposal for Design Services as presented, and authorize the staff to execute the Proposal.

2018-42 Proclamation – National Service Recognition Day

Julie Crawshaw, Volunteer Services Assistant, with Land-of-Sky requests the Board of Commissioners adopt a Proclamation recognizing Tuesday, April 3, 2018 as the National Service Recognition Day

Thousands of local leaders honor AmeriCorps members and Senior Corps volunteers by participating in recognition events, issuing official proclamations, and taking to social media in a nationwide show of appreciation. The sixth-annual National Service Recognition Day will take place on Tuesday, April 3, 2018. This initiative is led by the Corporation for National and Community Service (CNCS), the National League of Cities, the National Association of Counties, and Cities of Service.

Motion:

I move that the Board adopts the Proclamation designating Tuesday, April 3, 2018 as National Service Recognition Day.

2018-43 Proclamation – Proclaiming March as National Athletic Training Month in Henderson County

The Henderson County Board of Commissioners is requested to adopt a Proclamation, proclaiming March as National Athletic Training Month in Henderson County.

Motion:

I move the Board adopts the Proclamation, proclaiming March as National Athletic Training Month in Henderson County.

DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA

Commissioner Messer made the motion to adopt the discussion agenda with the addition of Recreation discussion. All voted in favor and the motion carried.

NOMINATIONS

Notification of Vacancies

1. Mountain Area Workforce Development Board – 1 vac.
2. Recreation Advisory Board – 1 vac.

Nominations

1. EMS Peer Review Committee 1 vac.

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

2. Equalization and Review, Henderson County Board of - 4 vac.

Commissioner Hawkins nominated Bill Fishburne for position #2 Glenn Compton for position #4, Nick Mazzarella for position #7, and Michael Earle for position #8. *Chairman Edney made the motion to accept the appointment of Bill Fishburne to position #2, and the reappointment of Glenn Compton to position #4, Nick Mazzarella to position #7, and Michael Earle to position #8 by acclamation. All voted in favor and the motion carried.*

3. Governmental Financing Corporation – 1 vac.

Commissioner Hawkins nominated Steve Wyatt for position #2. *Chairman Edney made the motion to accept the reappointment of Steve Wyatt to position #2 by acclamation. All voted in favor and the motion carried.*

4. Henderson County Planning Board – 3 vac.

Commissioner Hawkins nominated Steve Dozier for position #2, Roy Ford for position #4, and James Miller for position #7. *Chairman Edney made the motion to accept the reappointment of Steve Dozier to position #2, Roy Ford to position #4, and James Miller to position #7 by acclamation. All voted in favor and the motion carried.*

5. Hendersonville Water and Sewer Advisory Committee – 1 vac.

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

6. Historic Resources Commission – 1 vac.

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

7. Juvenile Crime Prevention Council – 4 vac.

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

8. Library Board of Trustees – 1 vac.

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

9. Nursing/Adult Care Home Community Advisory Committee – 10 vac.

Commissioner Thompson nominated Dr. Charles Edwards for position #5. *Chairman Edney made the motion to accept the reappointment of Dr. Charles Edwards to position #5 by acclamation. All voted in favor and the motion carried.*

10. Recreation Advisory – 1 vac. (Add-on)

Commissioner Messer nominated Hunter Marks for position #2. *Chairman Edney made the motion that the Board suspend the rules and accept the appointment of Hunter Marks to position #2 by acclamation. All voted in favor and the motion carried.*

11. Senior Volunteer Services Advisory Council – 2 vac.

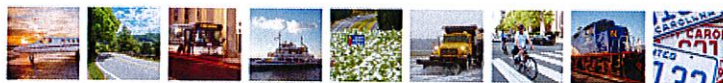
There were no nominations at this time and this item was rolled to the next meeting.

NCDOT – CONSTRUCTION/DEMOLITION OF I-26 BRIDGE

NCDOT had requested time on the agenda to give information specifically pertaining to the river safety information as it applies to the construction/demolition of the I-26 Bridge over the French Broad River for the I-26 Widening project. While NCDOT understands that this bridge is in Buncombe County, they also realize that some river users put-in in Henderson County and NCDOT would like to inform the Board of NCDOT's river user safety plan. Kat Bukowy, David Uchiyama, Randy McKinney and Jennifer Fuller of NCDOT provided the following information.

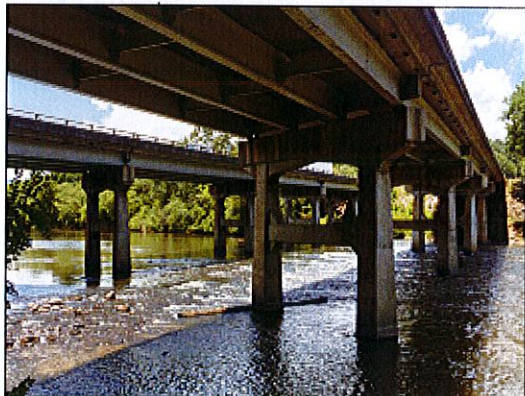


NORTH CAROLINA
Department of Transportation

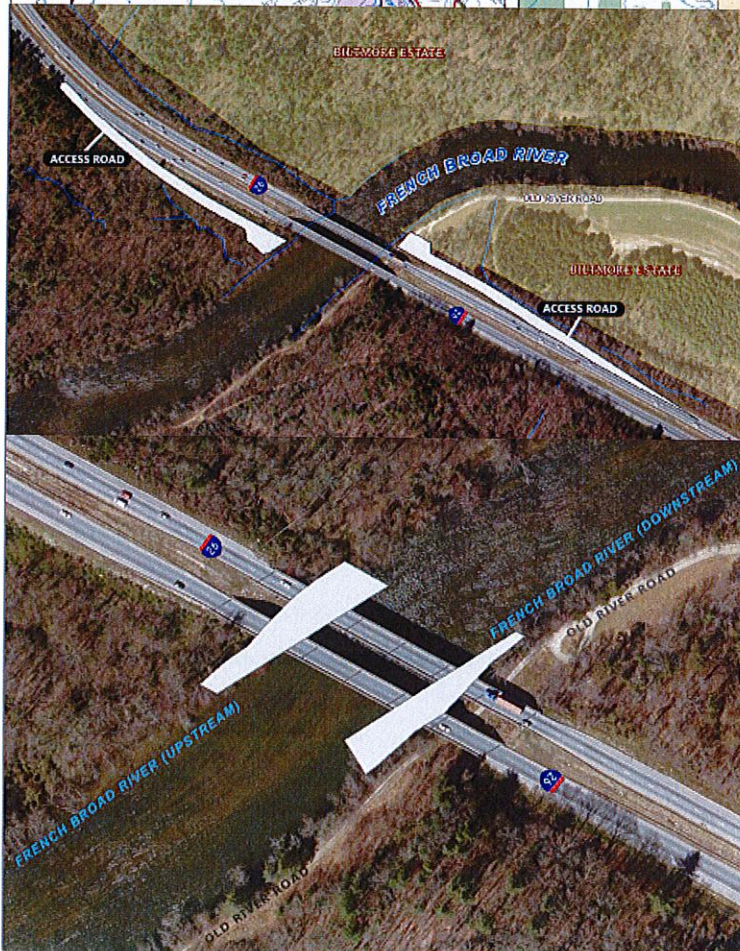
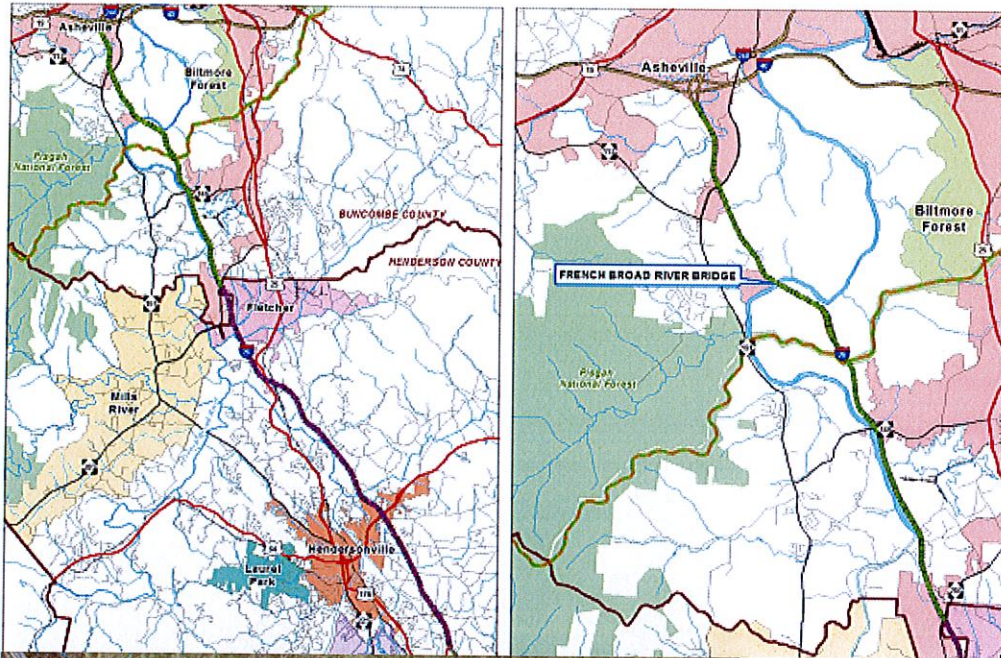


*STIP Project Nos. I-4400/I-4700
I-26 Widening
Henderson and Buncombe Counties
March 2018*

Replacement of the I-26 Bridge over the French Broad River

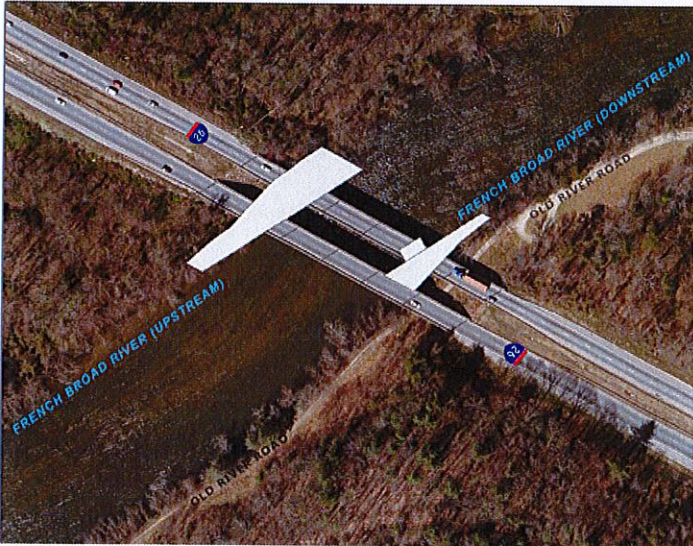
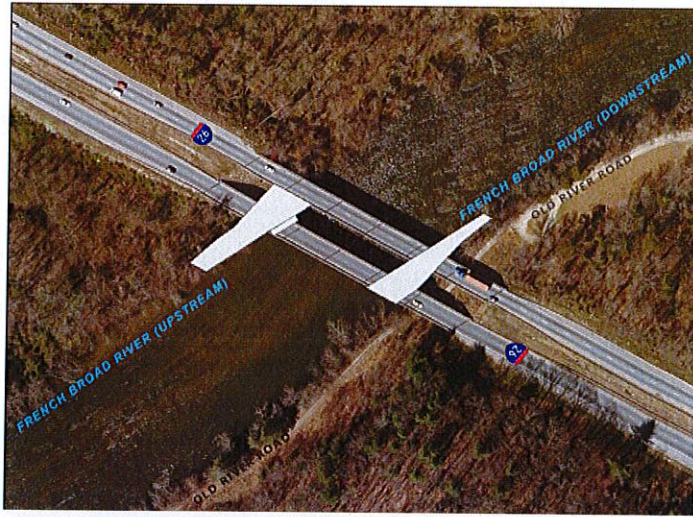


Kat Bukowy stated NCDOT will be widening to four lane including the two bridges. The project will take 3-4 years.



Access roads will be added and at no time will the interstate be down to one lane.

Causeways will be added along the river and will be removed as work progresses.



The final causeway will be used to remove the center bars of bridge.

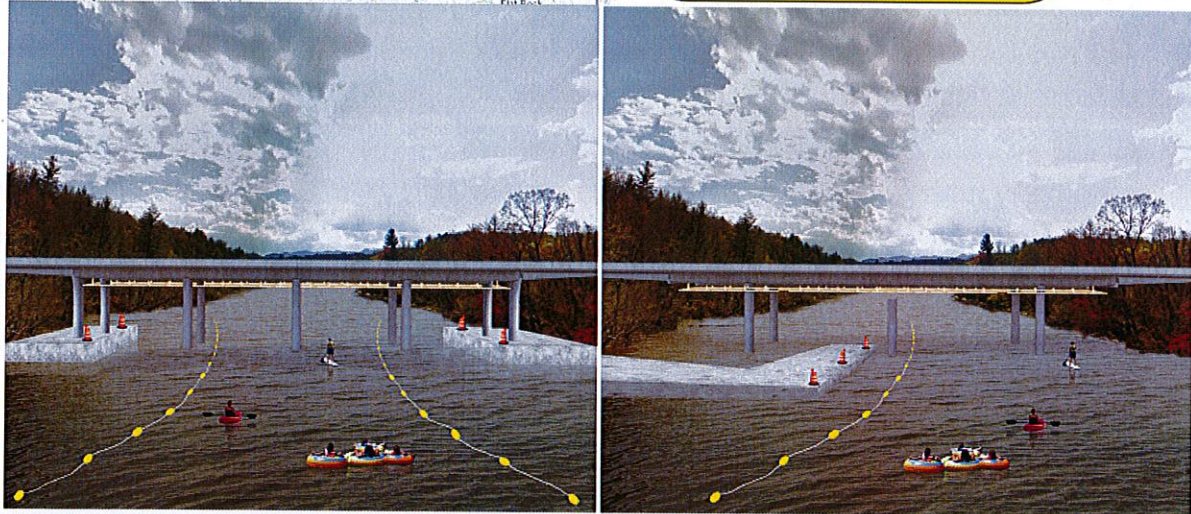


Signage will be placed at the two public access points of Westfeldt Park and Horseshoe Park. Social media will also be utilized.

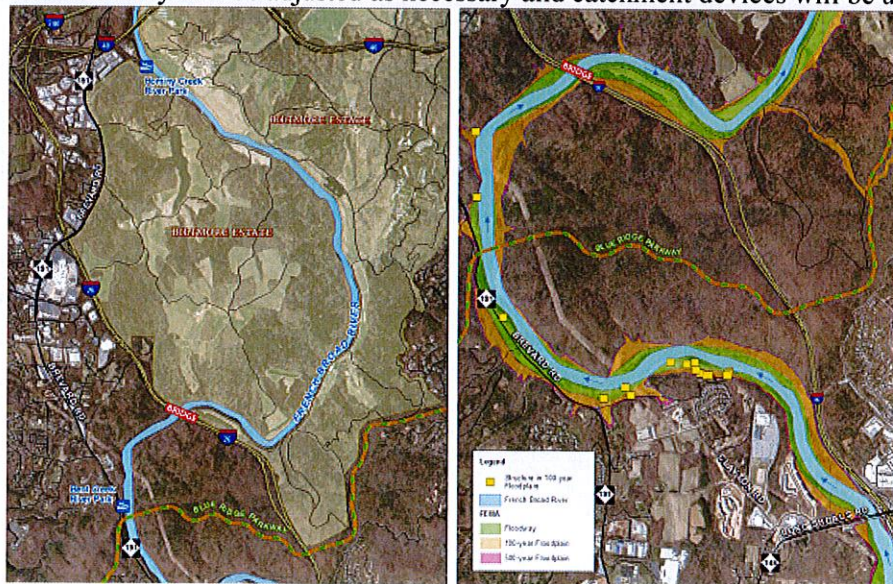
CAUTION!

NCDOT IS REPLACING THE I-26 BRIDGES OVER THE FRENCH BROAD RIVER AT RIVER MILE MARKER 61. A SAFE PASSAGE LANE IS BEING MAINTAINED. THE LAST PULL-OUT IS 1 MILE UPRIVER FROM THE BRIDGE AT BENT CREEK RIVER PARK. PLEASE FOLLOW ALL SAFETY GUIDANCE. MORE INFORMATION CAN BE FOUND AT

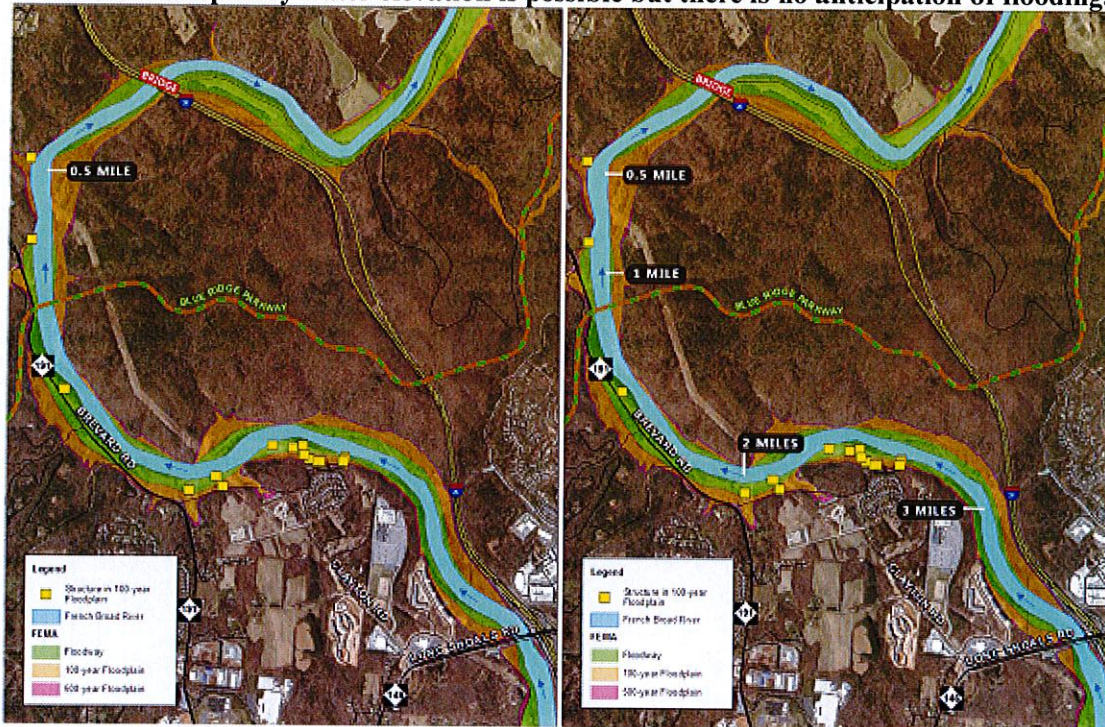
WWW.NCDOT.ORG/PROJECTS/I26WIDENING
1-800-NCDOT26
@NCDOT_i26bridge

The causeway will be adjusted as necessary and catchment devices will be used.



10 inches of temporary water elevation is possible but there is no anticipation of flooding.



Design Public Meeting for I-26 Widening Project

April 16, 2018
4:00 to 7:00 p.m.

Biltmore Baptist Church
35 Clayton Road
Arden, NC

APRIL 2018						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 I-26 Widening Design Public Meeting	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

The meeting will cover the current design with any changes since the 2016 meeting. The bridge work will take 1.5 years. The old bridge will not be torn down until the new bridge is complete.

Randy McKinney stated there are two projects, Henderson County and Buncombe County. The I-40 project is a totally different project. I-26 should be 2 lanes at all times. The estimated total cost (guess) is between \$450 - \$500 million.

William Lapsley noted that 20 years ago the cost was between \$60 -80 million.

EDNEYVILLE ELEMENTARY SCHOOL SEWER OPTIONS

The County Manager provided the Board of Commissioners with an update regarding the provision of sewer service at Edneyville Elementary School.

Steve Wyatt stated previously the Board looked at the needs of Edneyville Elementary School. Some of the potentials require acquisition of property and/or a waste water treatment plant. He recommended briefing staff on sites that might be available in closed session.

DRAFT EAST FLAT ROCK COMMUNITY PLAN

Autumn Radcliff stated the East Flat Rock (EFR) Community Plan Advisory Committee, formed by the Board of Commissioners in 2015, was responsible for developing and recommending a community specific comprehensive plan for the East Flat Rock Planning Area. The committee met monthly over an eighteen-month period, held two public input sessions, and conducted a mailed survey to all property owners in the planning area.

On March 16, 2017, the EFR Community Plan Advisory Committee presented the draft plan to the Planning Board. The Planning Board provided additional opportunities for public input including an online survey and two additional public input meetings held in the King Street Meeting Room and at Hillandale Elementary School. A mailed notice was also sent to owners of property with a recommended zoning change. On November 16, 2017 the Planning Board voted unanimously to send forth a favorable recommendation on the Draft EFR Community Plan.

Staff presented the completed plan to the Board of Commissioners at the February mid-month meeting, at which time the Board requested a month to analyze and consider the plan before discussion of its adoption or continued review.

Mrs. Radcliff feels there are four items that commissioners had concern with including Natural Resources – Access to Game lands, Access Management along Spartanburg Highway, Workforce and Local Commercial Zoning - Greenville Highway/Erkwood.

She suggested removing “Access Management” from the wording.

Commissioner Lapsley made the motion that the Board direct staff to take the plan back to the Planning Board for review of the changes for their reaction, and bring the plan back to the Board for approval. All voted in favor and the motion carried.

SCHOOL SECURITY UPDATE

The County Manager provided the Board of Commissioners with an update regarding both the plans for, and action taken regarding school security measures.

County Manager Steve Wyatt stated that School Board Chair Amy Holt and Sheriff McDonald are both in attendance today.

Amy Holt thanked the Board for making security a priority. A list of other priorities will be coming from the Board of Education.

Sheriff McDonald stated the initiative is to get armed and vetted people in the schools immediately. There is a cost to that security. We are working on the remainder of the school year, and then will look at long term. He is pleased with the way things have come together. The Sheriff's Office has placed off-duty deputies in the schools while looking at other possibilities and resources.

Commissioner Lapsley questioned the actual cost for a security officer.

Steve Wyatt responded around \$120,000 for a fully equipped officer including the relief factor. During vacation, sick time, etcetera, you are paying for two people. Mr. Wyatt is concerned that the General Assembly sees Henderson County as a wealthy county, and if a formula is derived, we will not benefit as much as other county.

Commissioner Lapsley noted that if the estimated expenses for the additional school social workers and security personnel at all 23 schools would have to be covered by the County's General Fund it could total more than \$5M. This would be funds above and beyond those normally requested by the School Board. This could require an increase of the County tax rate.

Commissioner Hawkins recognized that these costs are reoccurring costs. In the upcoming budget session there will be great spikes in capital improvements.

2018-44 Resolution – In support of a request for an increase in State Funding for the safety of our students and schools

Safety of our students and schools is a number one priority of Henderson County Government. A request for an increase in State Funding is necessary in order to reduce the burden.

Steve Wyatt shared a Resolution – In support of a request for an increase in State Funding for the safety of our students and schools, and a Budget Amendment with the Board. He feels it is the consensus of all involved that the quality and qualifications of individuals charged with keeping our schools safe require vetting and training. We are not arming volunteers or teachers. These are law enforcement officers with varying schedules. Mr. Wyatt showed a sign that will be going up at all schools that read "This School is patrolled by Armed Plain Clothes and/or Uniformed Security Personnel. No Weapons allowed on School Property."

Commissioner Hawkins made the motion that the Board of Commissioners adopts the Resolution as presented, requesting an increase in State Funding for continued support of our school system and safety of our students. He further moved the Board approve the Budget Amendment as presented, and waive the \$5.00 equipment fee. All voted in favor and the motion carried.

RECREATION – ADD ON

Commissioner Messer stated a meeting was held regarding Parks & Recreation, and great input was received from the public. Baseball and soccer field improvements are needed. There is also a need for four Little League fields with permanent diamonds. The Blue Ridge Community College Baseball field will help with some of the need. Restrooms are a future issue, and gymnasiums are needed on Saturdays.

USE OF TURF FIELD AT HIGH SCHOOLS

John Mitchell reported that the turf fields are being utilized for use on weekends. The cost for the turf fields was approximately \$800,000 per field plus tracks.

COUNTY MANAGER'S REPORT

NCAA Basketball Tournament Predictions

Steve Wyatt stated it was that time again to make predictions for the NCAA Basketball Tournament.

Russ Burrell – Duke, William Lapsley – No prediction, Grady Hawkins – Syracuse, Michael Edney – Duke, Charlies Messer – Kentucky, Tommy Thompson – Kentucky, Amy Brantley – Chicago, Steve Wyatt – Chicago

Retirement of Finance Director J. Carey McLelland

Steve Wyatt reminded the Board of the upcoming retirement of Carey McLelland. A reception will be

held in the Community Room on April 2nd at 4:00 p.m. There will be a brief agenda item at the meeting following at 5:30 p.m.

Opioid Forum change of venue

Steve Wyatt informed the Board that due to command of attendance, the opioid forum next week will be held at the Blue Ridge Community College Technology Center.

CLOSED SESSION

The Board is requested to go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(1)(5) &(6):

1. Pursuant to N.C. Gen. Stat. §143-318.11(a)(1), to prevent disclosure of information that is privileged or confidential pursuant to the law of North Carolina or the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes. The matter is not a public record pursuant to the provisions of review of closed session general accounts.
2. Pursuant to N.C. Gen. Stat. §143-318.11(a)(5), to establish, or to instruct the staff or agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease (2 separate sessions).
3. Pursuant to N.C. Gen. Stat. §143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, or to hear or investigate a complaint, charge or grievance against an individual public officer or employee.

Chairman Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(1),(5) &(6). All voted in favor and the motion carried.

ADJOURN

Commissioner Hawkins made the motion to go out of closed session and adjourn at 12:25 p.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

J. Michael Edney, Chairman

DURING THE MARCH 21, 2018 MEETING, THE BOARD ENACTED THE FOLLOWING:

2018-38 Proclamation – We Are Hope

2018-39 Designation of Plat Review Officers

2018-40 Annual Audit Contract

2018-41 Proposal for Design Services – The Tamara Peacock Company

2018-42 Proclamation – National Service Recognition Day

2018-43 Proclamation – Proclaiming March as National Athletic Training Month in Henderson County

2018-44 Resolution – In support of a request for an increase in State Funding for the safety of our students and schools

Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

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

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

Thursday, March 08, 2018

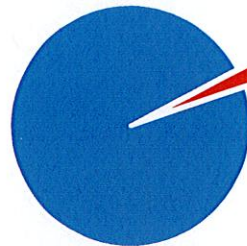
Re: Tax Collector's Report to Commissioners - Meeting Date March 21, 2018

Please find outlined below collections information through March 7, 2018 for the 2017 real and personal property bills mailed on August 4, 2017. Vehicles taxes are billed monthly by NC DMV.

Henderson County Annual Bills (Real and Personal Property):

2017 Beginning Charge:	\$71,438,447.20
Discoveries & Imm. Irreg.:	\$556,804.07
Releases & Refunds:	(\$635,526.79)
<u>Net Charge:</u>	<u>\$71,359,724.48</u>
Unpaid Taxes:	\$1,807,146.43
Amount Collected:	\$69,552,578.05

Paid
97.47%



Unpaid
2.53%

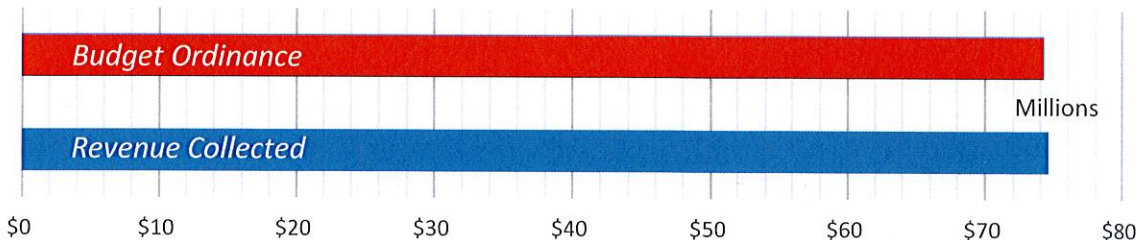
Henderson County Registered Motor Vehicles (As Collected by NC DMV):

Net Charge:	\$4,044,050.52
Unpaid Taxes:	\$15,691.16
Amount Collected:	\$4,028,359.36

99.61%

Henderson County FY18 Budget Analysis:

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$72,826,301.00	Ad Valorem: \$73,580,937.41
Prior Years:	\$1,405,000.00	Prior Years: \$992,838.03
Budget Total:	\$74,231,301.00	YTD Revenue: \$74,573,775.44



Respectfully Submitted,

Luke Small
 Deputy Tax Collector

Darlene Burgess
 Tax Administrator

HENDERSON COUNTY BOARD OF COMMISSIONERS

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

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

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

Proclamation

*Honoring the Observance of "We Are Hope" Week
In Henderson County Public Schools' Middle & High Schools
March 26th through March 30th, 2018*

- WHEREAS,** Substance and alcohol abuse negatively affects many areas of the brain, the liver, the heart, and other body parts and can cause adverse behavioral, psychological, and social consequences; and
- WHEREAS,** drug overdose was the leading cause of accidental death in the U.S. with 63,632 lethal drug overdoses in 2016, with 19,413 specifically related to synthetic opioids, according to the American Society of Addiction Medicine's 2018 data; and
- WHEREAS,** substance and alcohol abuse continues to occur among children and youth in our society: 13.1 percent of high school students in North Carolina currently smoke cigarettes, 49.4 percent have used electronic vapor products, 14 percent have tried alcohol before age 13, 29.2 percent currently drank alcohol, 41.2 percent have used marijuana and 17.9 percent have taken prescription drugs without a doctor's prescription, according to the Centers for Disease Control and Prevention's 2015 data; and
- WHEREAS,** student leaders in Henderson County Public Schools' six high schools and four middle schools have joined with local Henderson County coalition HopeRx, the Henderson County Department of Public Health, Blue Ridge Health, Pardee Hospital, Park Ridge Health, local free clinics, Henderson County EMS, and the Henderson County Sheriff's Office in educating their peers on alcohol, tobacco, marijuana and prescription drug use and abuse; and
- WHEREAS,** students at Apple Valley Middle, Flat Rock Middle, Hendersonville Middle, Rugby Middle, East Henderson High, Henderson County Career Academy, Henderson County Early College, Hendersonville High, North Henderson High, and West Henderson High are pledging to be and remain substance-free;

NOW THEREFORE BE IT PROCLAIMED, by the Henderson County Board of Commissioners, that the week of March 26th through March 30th, 2018, be observed in Henderson County Public Schools' middle and high schools as "We Are Hope" substance abuse awareness week

Adopted this the 21st day of March 2018.

ATTEST:


TERESA L. WILSON, CLERK TO THE BOARD


J. MICHAEL EDNEY, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

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:

Sean Allison	Sharon McCall
Tina Ball	Allen McNeil
Brian Burgess	Autumn Radcliff
Pamela Carver	Stedman Smith

- 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, September 19, 2012, February 3, 2014, July 16, 2014, October 21, 2015, and June 5, 2017. 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 21st day of March 2018.

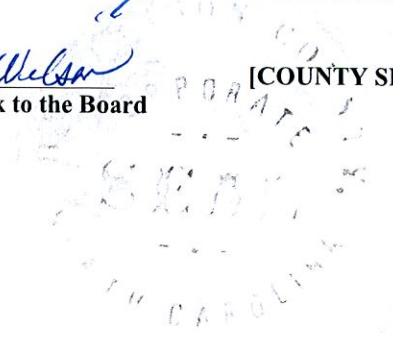
HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 
MICHAEL EDNEY, Chairman

ATTEST:


Teresa L. Wilson, Clerk to the Board

[COUNTY SEAL]



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON COUNTY

I, JoAnne Martin Hinson, a Notary Public for said County and State, do hereby certify that Teresa 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 21st of March, 2018.

(Official Seal)

JoAnne Martin Hinson
Notary Public

My Commission Expires May 23, 2018



MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

March 8, 2018

Carey McLelland, Finance Director
Henderson County
113 North Main Street
Hendersonville, NC 28793

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Henderson County, NC, as of June 30, 2018, and for the year then ended, and the related notes to the financial statements, which collectively comprise Henderson County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

Supplementary information other than RSI will accompany Henderson County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory information
- Statistical section

We will make reference to the component unit auditor's audit of the Henderson County Hospital Corporation in our report on your financial statements.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Henderson County's basic financial statements. Our report will be addressed to the governing body of Henderson County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Henderson County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and State programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Fees

Erica Brown is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Fixed:

Audit	\$ 61,000
Financial Statement Drafting	12,000
Other Non-Attest Services	-
	<u>\$ 73,000</u>

Variable:

Charge per major program over five (5)	<u>\$ 3,000</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Henderson County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the Schedule of Expenditures of Federal and State Awards. Upon completion of the schedule, we will review it and return it to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under

the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of Data Collection Form

With respect to the nonattest services we perform as listed above, Henderson County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of Henderson County.

Acknowledged and agreed on behalf of Henderson County by:

Name: 

Title: Chairman

Date: 3.21.18

CONTRACT TO AUDIT ACCOUNTS

Of Henderson County, NC
Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 8th day of March, 2018

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address:

730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Henderson County, NC

(Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor (OSA) will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by OSA and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unqualified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end.
Audit report is due on October 31, 2018. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: Fees listed on Fees page.) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/sgl/Pages/Audit-Forms-and-Resources.aspx>
14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <http://nctreasurer.slgfd.leapfile.net> No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Contract to Audit Accounts (cont.)

Henderson County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
 17. Special provisions should be limited. Please list any special provisions in an attachment.
 18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
 19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
 20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
 22. **E-Verify.** Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
 23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item #16 for clarification).
-
-

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.)

Henderson County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ See fee section of engagement letter

WRITING FINANCIAL STATEMENTS: \$ See fee section of engagement letter

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 44,812.50

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ N/A

WRITING FINANCIAL STATEMENTS: \$ N/A

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A

** NA if there is to be no interim billing

Contract to Audit Accounts (cont.)

Henderson County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print

Amber Y. McGhinnis

Signature of authorized audit firm representative

Date March 8, 2018

amcghinnis@martinstarnes.com

Email Address of Audit Firm

Governmental Unit Signatures:

Henderson County, NC

Name of Primary Government

By J. Michael Edney, Chairman

Mayor / Chairperson: Type or print name and title

J. Michael Edney

Signature of Mayor/Chairperson of governing board

Date 3.21.18

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Date

N/A

** If Governmental Unit has no audit committee, mark this section "N/A"

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By James C. McLelland, Finance Director

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

carey@hendersoncountync.org

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Please provide us the most current email addresses available as we use this information to update our contact database

Contract to Audit Accounts (cont.)

Henderson County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units If Applicable ****

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Component Unit

By N/A

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By N/A

DPCU Finance Officer:

Type or print name

N/A

DPCU Finance Officer Signature

Date N/A

(Pre-audit Certificate must be dated.)

N/A

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

By N/A

Chair of Audit Committee - Type or print name

N/A

Signature of Audit Committee Chairperson **

Date N/A

**** If Governmental Unit has no audit committee, mark this section "N/A"**

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government’s audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 –Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence.”*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year’s total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year’s actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select “audit fees”

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.

 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Discretely Presented Component Unit (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. **The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a).** If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.
9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. **When submitting for approval combine and send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report.** Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site <https://www.nctreasurer.com/slg/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf>
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.
and the Peer Review Committee of the North Carolina Association
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 21, 2015

Raleigh
4060 Garrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3511 Shannon Road
Suite 100
Durham, North Carolina 27707

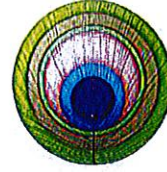
919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

THE TAMARA PEACOCK COMPANY

Architects



March 14, 2015

Thad Ninnemann – Capital Projects Project Manager
Henderson County Project Management
100 North King St Suite 206
Hendersonville, NC 28792
(828) 577-1501
tninnemann@hendersoncountync.org

RE: Henderson County Public Library Renovations

Dear Thad,

The Tamara Peacock Company Architects is pleased to submit this Letter of Agreement for professional architectural and engineering services on the above referenced project as described under Basic Services below.

Project Scope:

The Henderson County Public Library will renovate and expand their circulation area, add a classroom and (2) study rooms, partially enclose the Young Adult section, and install (6) new windows on the North Elevation. The proposed construction budget, including design and owner contingencies, is approximately \$149,800.

BASIC SERVICES:

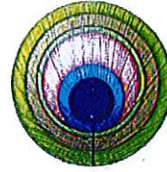
Disciplines include: Professional services in this proposal include Architectural. Structural, mechanical and electrical work will be shown on the Architectural drawings.

The phases of the project will include:

- Pre-Design (as built drawings) and Programming
- Design Development
- Construction Documents
- Permitting
- Contractor Bidding
- Construction Administration.

THE TAMARA PEACOCK COMPANY

Architects



TASKS:

- **As-built Drawings**
 - TTPC will take the owner provided documents of the existing building to enter into our computer aided design software. The owner or owner's agent shall approve the as-built drawings before proceeding to the next deliverable.

- **Schematic Design Drawings**
 - Based on approved written program, the architect will prepare schematic drawings; floor plans, interior elevations and North exterior elevation. Project delivery method will be in Revit format. From that data, floor plans will be produced to show the Scope of Work of the project. These drawings will also take into account the governmental code restrictions on the property and occupancy as well as life safety requirements. The owner or owner's agent shall approve the schematic design before proceeding to the next deliverable.

- **Design Development Phase**
 - The architect will prepare design development drawings; in addition to the schematic design drawings, typical details, the required wall assemblies, reflected ceiling plans and power plans, will be become part of the deliverables. Outline specifications – if part of the Scope of Work - will be produced during this phase.

- **Construction Document Phase**
 - Based on the schematic drawings and further adjustments in the scope of quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare Construction Documents package for permitting purposes. Said Construction Documents will consist of drawings setting forth in the architectural requirements for construction for the scope of work listed under basic services listed above.

- **Permitting Phase**
 - Provide appropriate responses to building department (or other governing agency) comments delivered to our office during the permitting process or construction phase.

- **Contractor Bidding Phase**
 - Prepare drawings detailed enough to get bidding contractors on the same page for pricing. Help review bids and assist in contractor selection.

THE TAMARA PEACOCK COMPANY

Architects



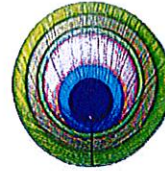
- **Construction Administration Phase**
(based upon 4 months' construction cycle)
 - We will attend one (2) site meeting per month conducted and administered by our office during the construction phase to provide interpretation of the construction documents drawings, generated by our office as stated as part of the scope of work listed under basic services referenced above, where justifiable clarification is necessary.
 - Review of shop drawings for design intent provided by the owner once approved by the general contractor.

MEETINGS:

- **Meeting with Library Representatives**
We will attend meetings with Library representatives to discuss approval of design throughout the various phases
- **Pre-Permitting:**
A pre-permitting application meeting is recommended prior to submitting for a building permit.

THE TAMARA PEACOCK COMPANY

Architects



FEES:

Our fee for services above shall be Stipulated Sums and broken down as follows:

Service	Fee
Pre-Design Services	
Programming and As-built drawings; floor plans, North exterior elevation	\$3,200
Schematic Design	\$2,640
Drawings	
Design Development / Meetings	\$7,600
Drawings	
Specifications	
Construction documents	\$5,600
Drawings	
Specifications	
Permitting	\$1,140
Contractor Bidding & Responses to RFI's	\$2,290
Total Fee *	\$22,470

Standard Terms and Conditions

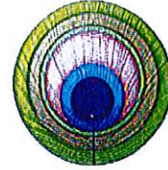
Additional Services

Some of the services not included as Basic Services (some may be provided as Additional Services):

1. Any Services, Disciplines (such as Interior Designer) or phases not specifically listed.
2. Changes to approved drawings.
3. Model or 3D Renderings.
4. Acquisition of existing facility or site information other than 'as built' drawings, such as surveys and geotechnical reports, environmental analysis, private development or improvement standards, deed or lease restrictions, etc.
5. Improvement or modifications to the land, buildings or other physical components outside the specified project.
6. Fire alarm and/or sprinkler system alterations or modifications.
7. Specialty contractor shop drawings preparation (i.e. tilt-wall panels, fire sprinklers, alarm systems, security monitoring systems, phone systems, cabinetry, special storage systems, glass/glazing systems, etc.)
8. Shop drawing type detailing.
9. Shopping for or specifying interior finishes, appliances, owner's equipment, etc.

THE TAMARA PEACOCK COMPANY

Architects



10. Value engineering.
11. Building Permit processing or expediting.
12. Acquisition of product approvals or similar information that governing agencies might require from material manufacturers.
13. Permitting or application fees at all local governmental agencies at the County and City levels.
14. Construction Administration phase to be billed hourly as needed at \$110 per hour.

Additional Service Rates

Additional Services shall be billed in accordance with the attached Professional Fee Schedule. Additional services shall be performed only with the request and authorization of the client for these services.

Reimbursable Expenses

Reimbursable expenses shall be paid in accordance with the attached Reimbursable Fee Schedule, January 1st of 2016. The consultant shall be reimbursed for all printing, plotting, duplicating, courier and travel expenses pertaining to the production of these documents. Testing required will be submitted as a direct pass through expense billed at cost plus 10%. It should be anticipated that roof pull out tests will be required due to recent increased wind load requirements. Moisture contact, and asbestos testing will be required by the building department.

Payments

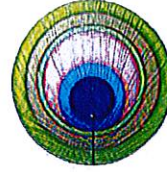
Invoices from the architect, based on the services rendered, will be prepared in accordance with the Architect's billing cycle. Payment from the client is due upon presentation of the invoice. Payments not received within 15 days may constitute a pause in services. Payments not received with 30 days will be subject to a charge of 1.5% per month and may constitute a 'hold' on service along with the reservation of lien rights on the subject property.

Ownership of Drawings

Drawings are instruments of the Architect's services and shall bear the Architect's copyright notice. The client shall always be entitled to these documents without restriction in whatever format it requires as "service for hire" as it relates to use on this project. The Architect, whether the project is executed or not, may keep, store or retain these same documents without restriction as the Architect's intellectual property, forever. The Architect shall never unreasonably withhold these documents from the client. The Client may also retain hardcopies of all drawings for its information and records (in any format), as well and agrees not to release AutoCAD/Revit information to other parties outside of this project. The Architect agrees not to

THE TAMARA PEACOCK COMPANY

Architects



unreasonably withhold release right to the client. Any drawings provided by the Client to the architect remain the client's property and shall never be withheld from the client.

Separation Fee

Should the client decide to pursue other architectural interest, there is a separation fee of \$500 to release architectural contract documents. Written timely notice of seven (7) days shall be made to the architect by the owner if the owner shall determine to terminate the relationship. The Tamara Peacock Company Architects shall release architectural documents, once the appropriate separation fee, in addition to all previously billed amounts for services from the Architect and the Architect's consultants, is paid by the owner.

It is recognized that the drawings and all instruments of the Architect's services will also be considered work for hire.

Other Provisions

The Client and the Architect bind themselves, their partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor the Architect shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

An Initial Payment (Retainer) in the amount of \$ 7,500.00 shall be required to initiate the process. The remaining balance will be billed monthly based on percentage of completion.

Again, we appreciate this opportunity. If you have any comments or concerns, please do not hesitate to contact us.

Sincerely,

Tamara Peacock, President
Tamara Peacock Company, Architect

ACCEPTANCE of PROPOSAL

By: Thad Ninnemann

Date:

THE TAMARA PEACOCK COMPANY

Architects



Professional Fee Schedule Effective January 1, 2016

<u>SERVICE PROVIDED</u>	<u>HOURLY RATE</u>
Principal	\$150.00
Principal Associate	\$130.00
Project Manager	\$110.00
Intern Architect	\$90.00
CAD Operator	\$65.00
Financial Analyst / Grant Writer	\$125.00
Business Development Specialist	\$75.00
Bookkeeper	\$65.00
Administrative Assistant	\$65.00
Marketing Coordinator	\$65.00

THE TAMARA PEACOCK COMPANY

Architects



Reimbursable Fee Schedule

Effective January 1, 2016

DESCRIPTION	AMOUNT
8 ½" x 11" Facsimiles	\$ 2.00 ea.
8 ½" x 11" Copies	\$.10 ea.
8 ½" x 11" Color Copies	\$ 2.00 ea.
8 ½" x 14" Copies	\$.15 ea.

Reproductions

11" x 17" Blackline Print	\$ 2.00 ea.
24" x 36" Sepia	\$ 8.00 ea.
24" x 36" Mylar	\$ 15.00 ea.
24" x 36" Blackline Print	\$ 3.00 ea.

Color Prints Unmounted

	Color	Glossy Color
8 ½" x 11"	\$ 2.00 ea.	\$ 5.00 ea.
8 ½" x 14"	\$ 4.00 ea.	\$ 10.00 ea.
11" x 17"	\$ 4.00 ea.	\$ 10.00 ea.
18" x 24"	\$ 5.00 ea.	\$ 15.00 ea.
24" x 36"	\$ 5.00 ea.	\$ 15.00 ea.

Mounted Boards

	Color	Black & White
11" x 17" Color Boards	\$ 20.00 ea.	\$ 15.00 ea.
11" x 17" Glossy Color Boards	\$ 25.00 ea.	\$ 20.00 ea.
24" x 36" Color Boards	\$ 40.00 ea.	\$ 30.00 ea.
24" x 36" Glossy Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
30" x 40" Color Boards	\$ 40.00 ea.	\$ 30.00 ea.
30" x 40" Glossy Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
40" x 60" Color Boards	\$ 50.00 ea.	\$ 35.00 ea.
40" x 60" Glossy Color Boards	\$ 60.00 ea.	\$ 45.00 ea.

* it is customary to add an administrative fee of 10% for all outside reimbursables

HENDERSON COUNTY BOARD OF COMMISSIONERS

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

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

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

PROCLAMATION County Recognition Day for National Service

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

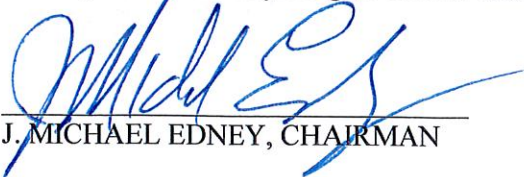
WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

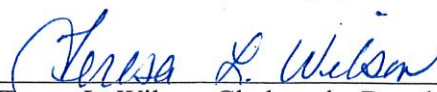
WHEREAS, the Corporation for National and Community Service shares a priority with county officials and mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 4, 2017.

THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners, do hereby proclaim April 3, 2018, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

Adopted this 21st day of March, 2018.


J. MICHAEL EDNEY, CHAIRMAN

Attest:


Teresa L. Wilson, Clerk to the Board

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THOMAS THOMPSON
WILLIAM LAPSLEY
CHARLIE MESSER

PROCLAMATION - PROCLAIMING MARCH AS NATIONAL ATHLETIC TRAINING MONTH IN HENDERSON COUNTY

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and

WHEREAS, athletic trainers provide prevention of injuries, recognition, evaluation and aggressive treatment, rehabilitation, health care administration, education and guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports 43,000 members of the athletic training profession employed in the following settings: professional sports, colleges and universities, high schools, clinics and hospitals, corporate and industrial settings and military branches; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals;

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners do hereby proclaim the month of March as National Athletic Training Month in Henderson County and urge the citizens of the County to learn more about the importance of athletic training.

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

Adopted this the 21st day of March, 2018.



J. MICHAEL EDNEY, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



TERESA L. WILSON, CLERK TO THE BOARD

HENDERSON COUNTY BOARD OF COMMISSIONERS

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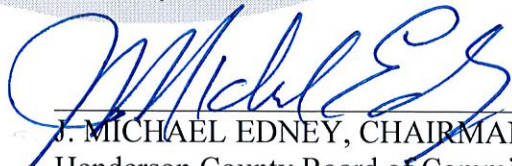
RESOLUTION

In support of a request for an increase in State Funding for the safety of our students and schools

- WHEREAS,** Currently, Henderson County Public Schools receive \$37,838 per high school to fund SROs/School Security, and as a school system, we currently transfer \$151,352 in pass through funding from the state to our local government to provide school security; and
- WHEREAS,** This funding does not fully cover the expenses for the high schools, and does not provide any school security coverage at our middle or elementary schools, an increase in school security funding is greatly needed to relieve the burden on local government to provide school security in all K-12 schools; and
- WHEREAS,** Using the [state] budgeted \$37,838 as the amount allocated per high school, we would need an additional \$681,084 to help staff security at each of our Henderson County schools, and please understand that this does not cover the entire cost of law enforcement personnel, and this allotment projection is an estimate using current state public school funding; and
- WHEREAS,** Henderson County Public Schools provide guidance counselors, media coordinators, psychologists, tutors, and remediation assistants, and each of these staff members play a tremendous role in the success of Henderson County Public Schools. However, there is no funding for school social workers during these trying times, when mental health support is at a critical need; and
- WHEREAS,** The School Social Worker (SSW) and/or Student Support Counselor (SSC) promotes and enhances the overall academic mission by providing services that strengthen home, school, and community partnerships and addresses barriers to learning and achievement. The SSW or SSC significantly contributes to the development of a healthy, safe, and caring environment. The cost of a SSW is approximately \$60,000 per worker; therefore, with one per school, the total would be approximately a \$1.4 million increase.


NOW, THEREFORE BE IT RESOLVED that the Henderson County Board of Commissioners do hereby request an increase in State Funding for continued support of our school system and safety of our students by the North Carolina General Assembly to reduce the burden on our local government.

Adopted this 21st day of March, 2018.



J. MICHAEL EDNEY, CHAIRMAN
Henderson County Board of Commissioners

Attest:



Teresa L. Wilson, Clerk to the Board

