

MINUTES

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

BOARD OF COMMISSIONERS
WEDNESDAY AUGUST 19, 2020

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 9:30 a.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville, NC.

Those present were: Chairman Grady Hawkins, Commissioner Michael Edney, Vice-Chairman William Lapsley, Commissioner Daniel Andreotta, Commissioner Rebecca McCall, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Director of Business and Community Development John Mitchell, Emergency Management/Rescue Coordinator Jimmy Brissie, Engineer Marcus Jones, Public Health Director Steve Smith, Sheriff Lowell Griffin, Cooperative Extension Director Terry Kelly, Finance Director Samantha Reynolds, Construction Manager David Berry, Budget Manager Megan Powell, Planning Director Autumn Radcliff, Planner Matt Champion, Property Addressing Coordinator Samuel Starr, Budget Analyst Sonya Flynn, HR Director Karen Ensley, Project Engineer Natalie Berry & Environmental Programs Coordinator Christine Wittmeier – videotaping, and Deputy Mike Marsteller as security.

CALL TO ORDER/WELCOME

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

INVOCATION

The invocation was provided by Pastor Tyler Frank of Biltmore Church Hendersonville Campus.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

2020.70 Conditional Rezoning Application, #R-2020-02-C Horseshoe Farm, Residential Two (R2) to Conditional District (CD-2020-02)

Chairman Hawkins made the motion to go into public hearing. All voted in favor and the motion carried.

Matt Champion stated Conditional Rezoning Application #R-2020-02-C was initiated on March 17, 2020 and requests that the County conditionally rezone approximately 79.59 acres of land from Residential Two (R2) zoning district to a Conditional District (CD-2020-02). The acreage consists of 6 parcels. The property owner is SEN-Asheville I, LLC. John Turchin will be serving as agent.

The applicant is proposing a mixed development that contains short term rental cottages, dining facility, clubhouse, spa and yoga studio, equestrian center/riding ring, special events meeting space, horse trailer/RV parking area, and arts/crafts space.

As a reminder, conditional zoning districts are zoning districts in which the development and use of the property is subject to predetermined chapter standards and the rules, regulations, and conditions imposed as part of the legislative decision creating the districts and applying it to each individual development project.

Only those uses, and structures indicated in the approved petition and site plan shall be allowed on the subject property, including any subsequent amendments. A change of location of the structures may be authorized. Changes to the site plan layout shall not increase the number of structures.

Since the conditional rezoning is approved with an associated site plan, any changes to the proposed site plan requires the Board of Commissioners to approve the amendment.

The applicant is proposing a mixed development that contains short term rental cottages, dining facility,

DATE APPROVED: September 8, 2020

clubhouse, spa and yoga studio, equestrian center/riding ring, special events meeting space, horse trailer/RV parking area, and arts/crafts space.

Conditional Districts allows for the Board of Commissioners to place conditions on the property to address community concerns and make the proposed development compatible with adjacent uses.

As required by the LDC, a neighbor compatibility meeting was held on Wednesday, May 27, 2020. A copy of the meeting report was included in the agenda item.

The Technical Review Committee (TRC) reviewed the application on June 16, 2020 and made a motion to forward the application to the Planning Board with conditions as discussed.

The Planning Board reviewed the application of June 18, 2020 and voted to send forward a favorable recommendation.

Conditional Districts

Conditional rezoning's are:

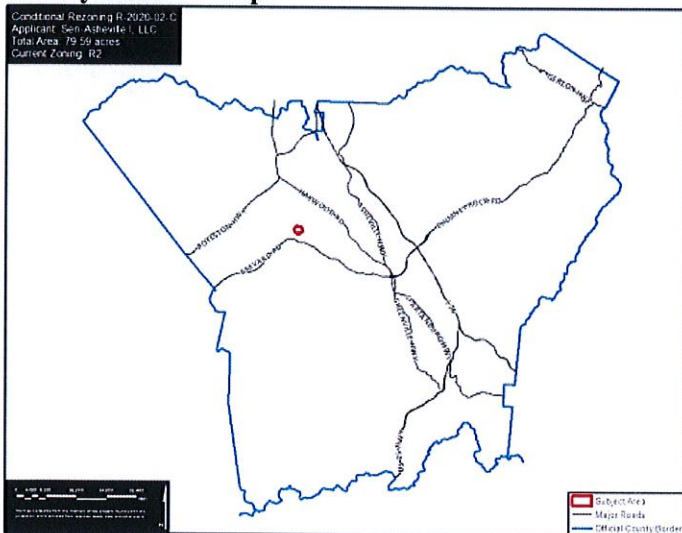
- Legislative decisions
- Require a site-specific plan (only what is on the plan is allowed)
- The BOC may require additional conditions of the development, provided the developer agrees to those conditions
- Process provides protection to adjacent properties

Application Summary

- Conditional Rezoning Request: R-2020-02-C
- Submitted on March 17, 2020
- Owner: SEN – Asheville I, LLC
- Applicant/Agent: John Turchin
- Rezone from Residential Two (R2) Zoning District to a Conditional District (CD-2020-02)
- 79.58 Acres
- 6 Parcels

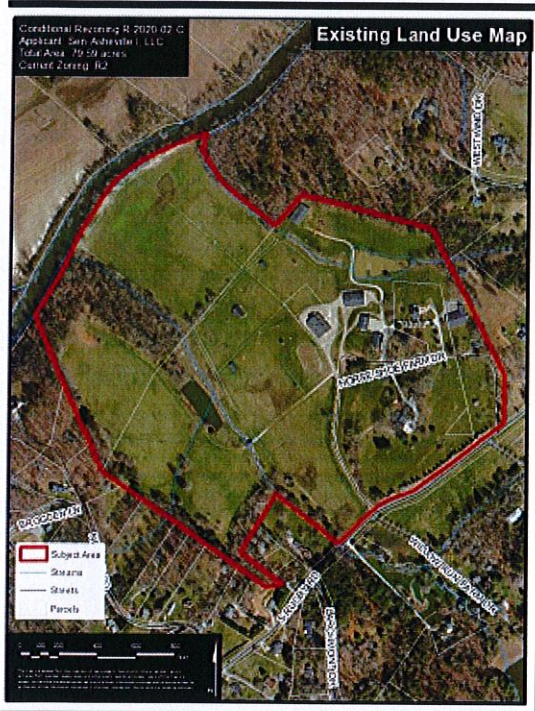
The subject area is located off South Rugby Road approximately a half mile north of Brevard Road and south of Haywood Road. The western boundary of the site runs parallel to the French Broad River. The 6 pins included in this application can be found in the staff report.

County Context Map

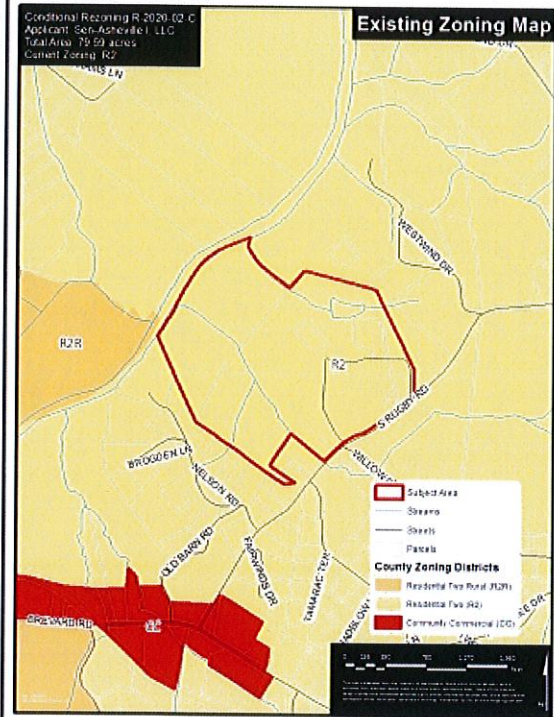


Shown below is an aerial map of the subject area. The subject area is primarily used for agriculture and residential purposes. There are currently several residential homes on the subject area, including: Garages and barns, room accommodations on the upper level of the main barn, and an on-site dining facility used by the previous owners for guests. Surrounding properties contain mainly agriculture and residential uses with some nearby commercial uses.

Aerial Map



Existing Zoning Map



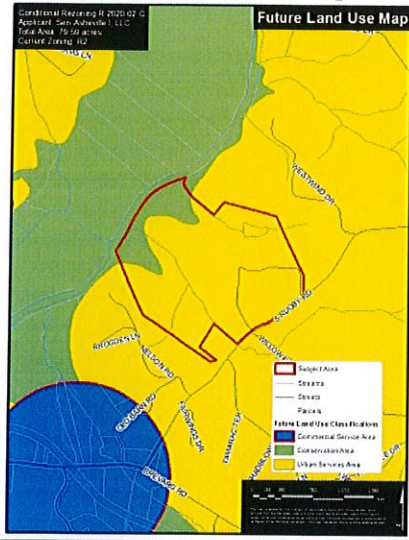
The subject area is currently zoned Residential Two (R2), which is to foster orderly growth where the principal use of land is residential. The intent of this district is to allow for low to medium density residential development. The standard density for the Residential Two zoning district is 1 unit per acre.

The subject area is adjacent to mainly Residential Two zoning. There is a section of Residential Two Rural zoning across the French broad river to the west and community commercial to the south at the intersection of south rugby road and Brevard road.

The applicant requested a conditional district which are created for the purpose of providing an optional rezoning choice where the owner of property proposes to rezone property and, in order to, among other reasons, carry out the purposes of the comprehensive plan, proposes to impose special limitations and conditions on the use of the property included in the application. Conditions may be imposed in the furtherance of the purpose of the LDC and the recommendations of the County Comprehensive Plan.

The subject area is also located within a water supply watershed 4 protected area and allows a maximum built upon limit of 24% under the low-density option.

CCP Future Land Use Map



Growth Management Strategy Map



Henderson County’s Comprehensive Plan future land use map shows the subject area within the urban services area with a small portion of the subject area along the French Broad River being in the conservation classification. The Urban services area will contain considerable commercial development at a mixture of scales and further all regional commercial development should be concentrated here.

The conservation category includes land areas that are intended to remain largely in their natural state, with only limited development.

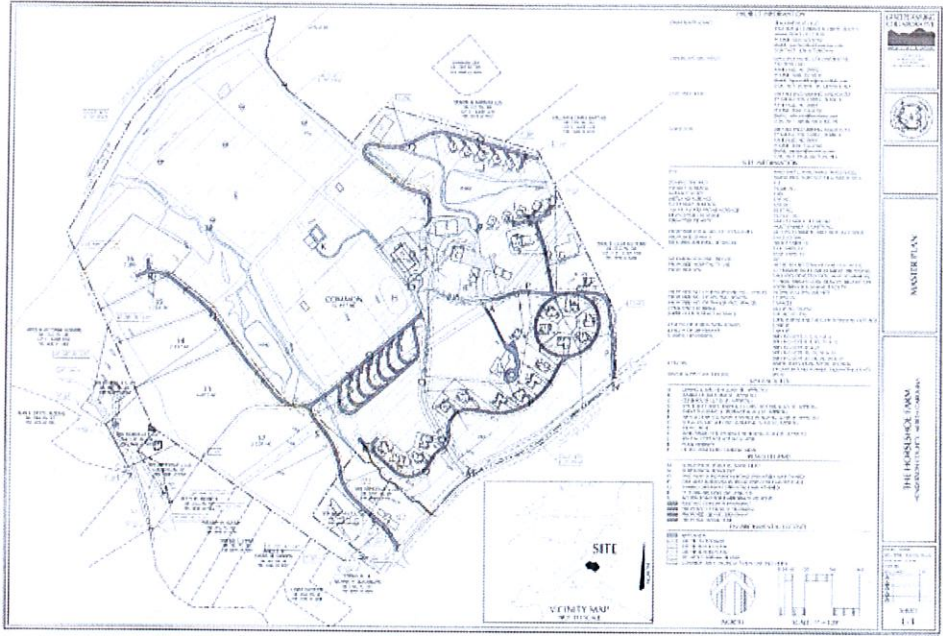
The CCP growth management strategy map shows the subject area located in the urban services area. Henderson County’s Comprehensive plan says urban service areas will contain considerable commercial development at a mixture of scales.

The flood hazard map below shows the 100- & 500-year floodplains and the floodway found on the subject area. Most of the identified flood prone area within the subject area is in the 100-year floodplain. The 100- and 500-year floodplains does allow for structures provided they are elevated and up to 20% of this area may be filled by right. The developer will have to work with the floodplain administrator for Henderson County when encroaching in the flood hazard areas.

Flood Hazard Map Area

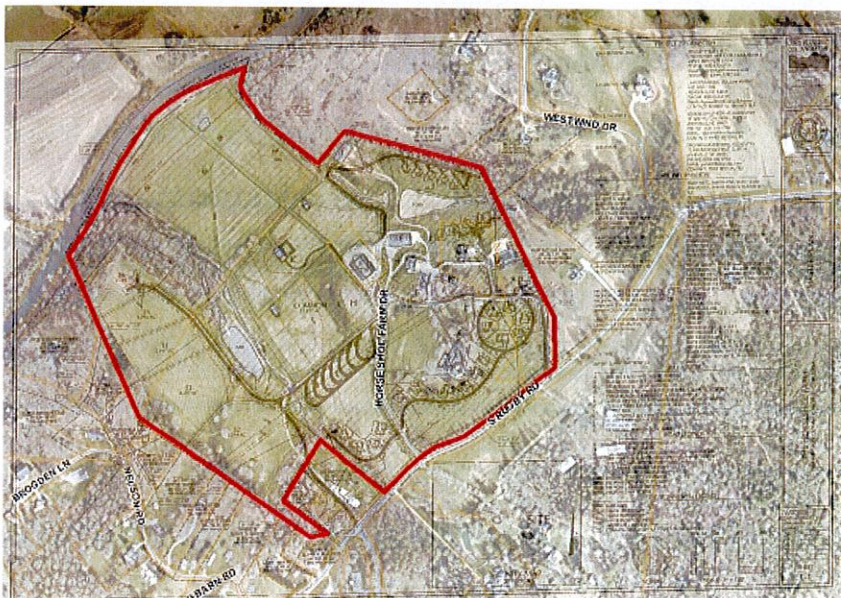


The subject area is currently served by the City of Hendersonville public water supply. The applicant has applied to utilize the existing public water connection. The applicant is proposing individual septic systems to serve each of the proposed residential units as well as the lots making up the development's common area.



The previous picture is the master site plan for the development. The applicant is proposing to use the site for residential type development, that incorporates common area that will include a spa/wellness advertising treatments and culinary services to both permanent residents and guests. Based on the number of uses proposed, the applicant is requesting a Conditional District to allow more flexibility in design.

The map below shows the Site Plan placed over aerial photos of the subject area. You can see the boundary of the subject area does not include the property the applicant owns off Nelson Road to the southwest of the site.



Conditional Rezoning's

Conditions required by the LDC and additional conditions recommended for consideration and requests made by the TRC and Planning Board are found in the attached List of Conditions.

Conditional districts are zoning districts in which the development and use of the property is subject to predetermined chapter standards and the rules, regulations, and conditions imposed as part of the legislative decision creating the districts and applying it to each individual development project.

The uses permitted in this conditional zoning district is limited to those shown on the submitted site plan. Only those uses and structures indicated in the approved petition and site plan shall be allowed on the subject area. The Planning Board may recommend reasonable and appropriate conditions be attached to the application.

The conditional rezoning application was discussed by the Technical Review Committee on June 16th and by the Planning Board on June 18th.

Public comment was accepted up until the day before the meeting.

Public Hearing Notice

Before taking action on the application, the Board of Commissioners must hold a public hearing. In accordance with §42-303 and §42-346 (C) of the Henderson County Land Development Code and State Law, notice of the August 19, 2020 public hearing regarding rezoning application #R-2020-02-C was published in the Hendersonville Lightning on August 5th and August 12th. The Planning Department sent notices of the hearing via first class mail to the owners of properties within 400 feet of the Subject Area on August 3, 2020 and posted signs advertising the hearing on August 3, 2020.

Board action requested:

Before taking action on the rezoning request, the Board of Commissioners must hold a public hearing.

If the Board approves the rezoning, any conditions of approval should be stated with the motion. The Board must also adopt a resolution of consistency with the CCP.

Since a conditional zone is proposed by the applicant, and since, pursuant to N.C. Gen. Stat. §160D-703(b), “only those conditions mutually approved by the . . . petitioner may be incorporated into the zoning regulations”, prior to the Board giving final approval, should it be so inclined, the Board must, secure the applicant/petitioner’s agreement to any conditions proposed by the Board. The “(Proposed) Conditions” referred to above have already been approved by the applicant and have space for the addition of more proposed conditions as a result of today’s Board action.

Public Input

1. Bruce Benton feels the area is not appropriate for the project. He is opposed to the zoning change and requests the Board deny the application.

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

Chairman Hawkins asked why the turn lane was not needed, and if a traffic study had been done.

Landscape Architect Bob Grasso stated NCDOT felt the turning lane was not required, neither was a Traffic Impact Study.

Chairman Hawkins was pleased that density had been reduced.

Applicant John Turchin notified the Board that ownership had been turned over to his son Jordan Turchin, who resides on the property with his family.

Jordan Turchin thanked the Board for their consideration. He noted this property is a magical area and once he saw the area, he requested a reduced plan, and it is now his home.

Sam Starr stated Planning and Property Addressing received an application to rename Branch N Berry Trail to Moon Circle. Under Section 41-7D of the Henderson County Municipal code, the Property Addressing Coordinator has the authority to post that street name and present the street name to the Board of County Commissioners at a public hearing, provided that all public noticing requirements are met and the applicants obtained “a favorable response by the property owners representing a one hundred percent (100%) for any particular street name.”

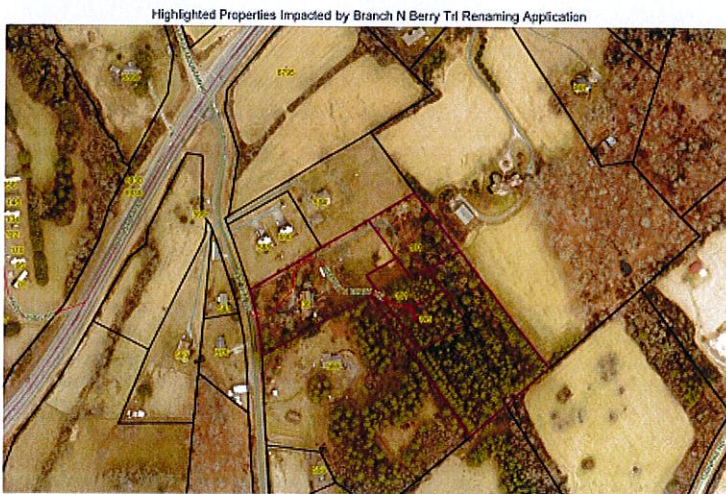
The applicant, Mr. Jason Bundy, has submitted all required documentation and obtained 100% response from impacted property owners to initiate this application. Seeing as there are no duplicative names in the county’s Master Street Address Guide (MSAG) that would cause confusion to residents and motorists, and that Mr. Bundy is the sole owner of all affected properties, staff recommends approval of this application.

In order to rename this road, an interlocal agreement needs to be approved with the Town of Mills River. The Town of Mills River reviewed this agreement for approval at its August 13th meeting, and approved it unanimously.

Similar Names

- Moonrise Lane – Hendersonville, Moonshine Trail - Hendersonville, Moonstone Lane – Hendersonville

Context Map



Russ Burrell stated Mills River and Henderson County have a road naming agreement from back in 2003 and again in 2007. The 2007 agreement was not signed but the 2020 agreement is the same. It has been found that it is best when only one entity has road naming capability.

Public Input

There was none.

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

Commissioner McCall made the motion that the Board approves the Interlocal Agreement for property addressing in the Town of Mills River, and further moved that the Board approves renaming Branch N Berry Trail to Moon Circle. All voted in favor and the motion carried.

Discussion/Adjustment of Consent Agenda

Chairman Hawkins made the motion to approve the Consent Agenda as presented. All voted in favor and the motion carried.

CONSENT AGENDA consisted of the following:

Minutes

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

August 3, 2020 - Regularly Scheduled Meeting

Motion:

I move the Board approves the minutes of August 3, 2020.

Tax Collector’s Report

Collections Specialist Luke Small had presented the Tax Collector’s Report to the Commissioners dated August 6, 2020 for information only. No action was required.

Henderson County Annual Bills (Real and Personal Property):

| | |
|----------------------------|------------------------|
| 2020 Beginning Charge: | \$83,987,271.97 |
| Discoveries & Imm. Irreg.: | \$120,709.32 |
| Releases & Refunds: | (\$51,861.33) |
| Net Charge: | \$84,056,119.96 |
| Unpaid Taxes: | \$81,724,675.09 |
| Amount Collected: | \$2,331,444.87 |



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

| | |
|--------------------------|---------------------|
| Net Charge: | \$682,388.95 |
| Unpaid Taxes: | \$25,700.73 |
| Amount Collected: | \$656,688.22 |

96.23%

Henderson County FY21 Budget Analysis:

| | <u>Budget Ordinance</u> | <u>Revenue Collected</u> |
|----------------------|-------------------------|------------------------------------|
| Ad Valorem: | \$87,594,211.00 | Ad Valorem: \$2,988,133.09 |
| Prior Years: | \$1,035,000.00 | Prior Years: \$157,769.71 |
| Budget Total: | \$88,629,211.00 | YTD Revenue: \$3,145,902.80 |

Vaya Health – Quarterly Fiscal Monitoring Report (FMR) for the quarter ended June 30, 2020

N.C.G.S. 122C-117(c) requires the staff of the local area mental health authority to provide the County Finance Officer with the quarterly Fiscal Monitoring Report (FMR) within 30 days of the end of the quarter. The County Finance Officer is then required to provide the FMR to the Board of Commissioners at the next regularly scheduled meeting of the board. The FMR for Vaya Health was received by the County Finance Officer on July 31, 2020.

Motion:

I move that the Board of Commissioners approves the Vaya Health Fiscal Monitoring Report for the quarter ended June 30, 2020.

Budget Amendments – Fiscal year 20 Projects

The Board is requested to approve four Budget Amendments appropriating fund balance or Federal Forfeiture Funds for projects that spanned the end of Fiscal Year 20, and will be completed in Fiscal Year 21. The projects were all budgeted in FY20, and for Items 1, 2 and 3 below, the unspent appropriation rolled into fund balance following the end of the fiscal year on June 30, 2020. Budget Amendments were provided for the following projects that fell into this category:

1. Library Roof Project **2020.72**
2. DSS Future Space Build-Out – Cabling **2020.73**
3. DSS Future Space Build-Out – FF&E **2020.74**
4. Body Cameras (Federal Forfeiture Funds) **2020.75**

Motion:

I move the Board approves the Budget Amendments as presented.

Home and Community Care Block Grant – FY21 Contracts

The board is requested to approve the Home & Community Care Block Grant contracts for Fiscal Year 2021 and the Contract between the Land of Sky Area Agency on Aging and Henderson County. The Home & Community Block Grant Program is State/Federal funded and administered at the local level. The funding plan for this program was approved 6/1/2020 by the Board of Commissioners.

The Contract for County-Based Aging Services outlines the responsibilities of each party for administration of the Home and Community Care Block Grant program and allows the Area Agency on Aging to provide reimbursement payments to the community service providers on behalf of the County.

Motion:

I move that the Board approves the provider contracts for Home and Community Care Block Grant Funds for Fiscal Year 2021 and the contract between Henderson County and the Land of Sky Area Agency on Aging for County-Based Aging Services.

2020.76 Memorandum of Understanding – Cooperative Extension

Bullington Gardens, Inc., is one of the only county-based public gardens in NC. For several years, the facility has offered visitors the opportunity to see plant collections that are usually only found in botanical gardens and special collections. Additionally, Bullington Gardens, Inc. has partnered with Henderson County Public Schools (HCPS) to offer several classes to special needs students. These classes provide work and life skills training for these students.

Henderson County has partially funded the Education Director at Bullington Gardens, Inc. through Henderson County Cooperative Extension (HCCE) and HCPS for several years. However, as the facility has increased in popularity and in intensity of use, the need for an Administrative Director has materialized. The Educational Director is a certified teacher and does not have a background in administration, grant writing or non-profit management.

Fortunately, NC State University has offered to provide a portion of the funding for an Administrative Director position, Henderson County has agreed to provide \$12,000 toward this position and the remainder will be paid by Bullington Gardens, Inc.

Goals for this Administrative Director position will be to seek additional outside funding through grants and fundraisers, manage the many volunteers that assist with the gardens, manage the finances of the gardens, oversee the maintenance and upkeep of the gardens and all facilities, manage the other staff and carry out the direction and vision of the gardens as outlined by the Board of Directors. The proposed Memorandum of Understanding would allow the county to accept Bullington Gardens' Inc. portion of the salary and pay them to NC State University along with the monthly payroll as outlined in the current MOU between NC State and Henderson County. The Administrative Director will be an employee of Henderson County Cooperative Extension.

Motion:

I move the Board approves the Memorandum of Understanding with Bullington Gardens, Inc., for the Administrative Director position approved in the FY21 Budget and directs staff to move forward per this agreement.

Donation of Surplus Equipment – Cooperative Extension

Bullington Gardens, Inc. is a non-profit 501(c) 3 organization that is closely tied to Henderson County Cooperative Extension (HCCE) and Henderson County Public Schools (HCPS). Both entities pay portions of the Educational Director's salary provided through county funds. Bullington Gardens, Inc. in turn conducts

programs for HCPS for special needs students in several different programs. Additionally, they conduct educational classes for the public and provide a public garden for community education and enjoyment.

A position was recently created for an Administrative Director for Bullington Gardens, Inc. through funding from NC State, Bullington Gardens, Inc., and Henderson County. This position will be filled in the near future. In preparation for this additional position, Bullington has rearranged some office space to accommodate this new employee along with their current staff. As a result, they are in need of desks for this rearranged space. Henderson County Cooperative Extension has two desks that are not currently in use that would fill that need. This request is for permission to donate those desks to Bullington Gardens, Inc as allowed by N.C.G.S. 160A-280.

Motion:

I move the Board approves the donation of two office desks from Henderson County Cooperative Extension to Bullington Gardens, Inc as allowed by N.C.G.S 160A-280.

2020.77 Closing unopened portions of Dove Haven Lane Road Right of Way

Planning and Property Addressing staff have received a petition and survey to close an unopened portion of Dove Haven Lane. Under North Carolina General Statute (NCGS) 153A- 241, counties have the power to close any public road or easement not within a city, except public roads or easements for public roads under control of the Department of Transportation. To close any road, the Board must:

- Vote to adopt a resolution declaring its intent to close the public road or easement.
- Call and notice a public hearing on closing the road or easement, with notice “reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement”.
- Hold the public hearing, where the Board must “hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights”.
- Then, if the Board “is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the Board may adopt an order closing the road or easement”.
- File a copy of the Board’s order with the Register of Deeds.

Motion:

I move that the Board adopts the proposed resolution and sets the public hearing for September 8, 2020 at 5:30PM.

Purchase of Emergency Support Tent and accessories

The Board is requested to approve the attached bid proposal and authorize staff to proceed with the procurement of an Emergency Support Tent and Accessories for Henderson County Emergency Management via the sole source exception to formal bidding as allowed under N.C.G.S 143-129 (e)(6).

The sole bid was received from DLX Enterprises for a total price of \$54,200.¹² They are the only authorized dealer in the United States for their series of ASAP Tents and Accessories specifically needed to match existing tents in the County’s inventory. Henderson County currently has two tents manufactured by DLX Enterprises, which were provided by the State under a grant. By purchasing from the same vendor, we will insure compatibility with existing tents and accessories. The proposed tent is needed to support the County’s response efforts to COVID-19. Similar tents have been used for testing sites, long term care facilities and at hospitals for surge needs.

The tent and accessories will be purchased using money allocated from the Coronavirus Relief Fund.

Motion:

I move the Henderson County Board of Commissioners award the purchase contract for an emergency support tent and accessories to the sole bidder, DLX Enterprises, for \$54,200.12 and authorize staff to proceed with the purchase using the sole source exception to formal bidding as allowed under N.C.G.S 143-129 (e)(6).

Notification of Vacancies

The Notification of Vacancies is being provided for the Board's information. They will appear on the next agenda under "Nominations".

1. Henderson Tourism Development Authority – 1 vac.
Position #9 Chamber of Commerce Nominee
2. WCCA Board of Directors (Western Carolina Community Action) – 2 vac.
Positions #1 & 2

DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA

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

NOMINATIONS

Agricultural Advisory Committee – 1 vac.

Commissioner Andreotta nominated Stacy Fields for position #4, pending receipt of her application.

Chairman Hawkins made the motion to accept the appointment of Stacy Fields to position #4 by acclamation. All voted in favor and the motion carried.

Asheville Regional Housing Consortium – 1 vac.

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

Environmental Advisory Committee - 1 vac.

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

Equalization & Review, Henderson County Board of – 1 vac.

Commissioner Edney nominated Marc Weinstein for position #6.

Chairman Hawkins made the motion to accept the appointment of Marc Weinstein to position #6 by acclamation. All voted in favor and the motion carried.

Fire and Rescue Advisory Committee – 1 vac.

The Fire and Rescue Advisory Committee nominated Michael Miller for position #7.

Chairman Hawkins made the motion to accept the appointment of Michael Miller to position #7 by acclamation. All voted in favor and the motion carried.

Hendersonville City Zoning Board of Adjustment – 1 vac.

Commissioner Lapsley nominated Charles Webb for position #4.

Chairman Hawkins made the motion to accept the reappointment of Charles Webb to position #4 by acclamation. All voted in favor and the motion carried.

Juvenile Crime Prevention Council – 2 vac.

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

Library Board of Trustees – 1 vac.

Commissioner Hawkins nominated Celeste Mayes for position #4.

Chairman Hawkins made the motion to accept the appointment of Celeste Mayes to position #4 by acclamation. All voted in favor and the motion carried.

Mountain Valleys Resource Conservation and Development Program – 1 vac.

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

Nursing/Adult Care Home Community Advisory Committee – 13 vac.

Chairman Hawkins nominated Kathleen Dunn for position #18.

Chairman Hawkins made the motion to accept the appointment of Kathleen Dunn to position #18 by acclamation. All voted in favor and the motion carried.

2020.78 CONTINUED DISCUSSION ON CONDITIONAL REZONING APPLICATION #R-2020-02-C, TAP ROOT FARMS, REGIONAL COMMERCIAL (RC) TO CONDITIONAL DISTRICT (CD-2020-01)

Vice-Chairman Lapsley stated Conditional Rezoning Application #R-2020-01-C was initiated on January 31, 2020 and requests that the County conditionally rezone approximately 297 acres of land from Regional Commercial (RC) to a Conditional District (CD-2020-01). The project consists of 3 parcels located off Butler Bridge Road with a total acreage of 319.66 acres. The proposed rezoning does not include approximately 22.66 acres located directly adjacent to Butler Bridge Road. The property owners and applicants are Johnston Family Group, and the agent is William Alexander.

The applicant is proposing a residential development with a mix of single-family lots and townhomes that total 699 units. The development is required to be approved as a conditional rezoning due to the number of units. Conditional Districts allows for the Board of Commissioners to place conditions on the property to address community concerns and make the proposed development compatible with adjacent uses.

As required by the LDC, a neighbor compatibility meeting was held on Friday, February 21, 2020 in the King Street Meeting Room.

The Technical Review Committee (TRC) reviewed the application on March 3, 2020 and made a motion to forward the application to the Planning Board with conditions as discussed.

The Planning Board reviewed the conditional rezoning request at its May 21, 2020 meeting electronically. The Planning Board voted 6-2 to forward a favorable recommendation (with conditions as stated in the attachment hereto, “(Proposed) Conditions for Approval, R-2020-01-C, ‘Taproot’”).

The Board of Commissioners held a public hearing on July 16th, 2020 at the West Henderson High School Auditorium which met the legal notice requirements. The Board closed the hearing and discussed several potential conditions if approved. After asking several questions of the applicant, the Board tabled the discussion until the August 19th meeting. The Board stated that no additional public input would be allowed at the August 19th meeting but questions to staff or the applicant may be requested.

Chairman Hawkins was recused due to a conflict of interest.

**Conditional Rezoning Application R-2020-01-C
“Taproot” property**

Proposed Conditions if Rezoning Granted

Conditions Agreed to by Rezoning Applicant Prior to Board of Commissioners Approval¹²³

A.

1. The Subject Property consists of 297 acres located on Butler Bridge Road in Henderson County (PINs: 9652-03-1362, 9642-82-3681, 9642-84-4544). The Subject Property currently consists of three tracts, shown as Tract 1, 2 and 3 on Exhibit A hereto. Those tracts for purposes of consideration of this application will be recombined into one tract, the perimeter of which is illustrated on the site plan.

2. The subject property is rezoned from RC to CD-2020-01.

3. Size and Scope of project (numbers are approximate, subject to confirmation when site plan is final):

a. Size of project: 297 acres.

b. There is permitted a maximum of 699 total residential units, of the following mix: 472 single family homes and 227 town homes. Single family lot sizes shall be a minimum of 7,100 square feet for at least 354 lots (75%) of the total single family lots on the subject property. All buildings to have a minimum 20-foot separation. All single-family lots will have side setbacks of ten feet.

c. Overall project density will not exceed 3.05 units per acre, including floodplain, greenway easements, or other open space areas proposed for conveyance to County or third-party conservation organization.

4. I-26 and outer boundary of project: All buildings must maintain 50-foot minimum setback from the I-26 right of way; no landscape buffer required along outer project boundary.

5. The development plan will provide for four separate phases of construction, with each Phase

¹ As used herein, the terms Rezoning Applicant and Developer shall be interpreted to have identical meaning, to be the current property owners/rezoning applicants, and the ultimate developer of the property.

² The conditions covered by this Section I were either (i) derived from requirements of the Henderson County Land Development Ordinance, Chapter 42 of the Henderson Code; (2) suggested by members of the Henderson County Technical Review Committee and agreed to by the Applicant; (3) suggested by the Henderson County Planning Board and agreed to by the Applicant; or (4) self-imposed and agreed to by the Applicant.

³ These conditions are in addition to and intended to supplement the approved (multi-sheet) site plan and Chapter 42 of the Henderson County Code (herein “Chapter 42”). In case of any conflict between this document, the Chapter 42, and/or the approved site plan, the priority of interpretation is such that the approved site plan controls over section A. of this document and over the provisions of Chapter 42. However, as to any conflict, the provisions of Section B. of this document shall control over Section A. of this document, the approved site plan and Chapter 42. To the extent that any specification or development standard has been omitted from or is not addressed in the approved site plan or this document, the presumption is that the standard or specification in the LDC shall apply.

being those areas depicted as such on the site plan. The specific provisions and conditions for development set out below shall apply to each phase. Unit sales shall be allowed from an individual phase at such time as the individual phase has complied with the requirements of Chapter 42, Article III, Subpart A of the Land Development code (42-74 et seq.), for the rezoned conditional district, subject to such modifications and requirements as may be imposed on that district pursuant to this application.

6. Sidewalks not less than 5 feet in width shall be installed on at least one side of each roadway within the development, with a planted strip at least 2 feet in width between sidewalk and curb.

7. Interior roads – shall be built to Chapter 42 design standards for residential subdivisions; minimum roadway width of 27 feet including 2' valley curb & gutter. The central “spine” road will have a central planted median, with paved surface of 14' minimum paved lanes and 30” curb and gutter and will be built to NCDOT standards with minimum 60-foot road right of way. No pervious pavement shall be required within the development.

8. Traffic Impacts on Butler Bridge Road – The project will adhere to all recommendations of Traffic Impact Analysis approved by NCDOT. All NCDOT- required improvements must be complete not later than the completion of construction of 50% + 1 of the total units in each phase of the project, unless NCDOT directs otherwise. However, entrance improvements for each phase of the project shall be completed before a certificate of occupancy is issued for any structure in that phase of the project.

9. Parking:

a. Off-street: each unit shall have sufficient off-street parking for at least two automobiles. An additional 114 off-street spaces (.5 space per townhome unit) shall be provided, with locations as shown on the site plan. All the townhome units and associated off-street parking are in Phase 1, Phase 2 and Phase 4.

b. On-street Parking. Within the single-family area, on-street parking shall be allowed on only one side of the street. No on-street storage of boats, campers, recreational vehicles, or trailered apparatus shall be allowed.

10. Stormwater drainage facilities shall be built to NCDOT design standards for residential subdivisions; No standing water detention facilities allowed, only subsurface. Temporary surface water retention facilities where required by state regulation are allowed.

11. Fire hydrant locations shall be provided per Henderson County fire standards within development and be approved by the Fire Marshall and indicated on the development plan.

12. Subsurface utilities are required for all phases of the development.

13. Landscaping---including street trees, buffers, and natural areas--will be provided as required by Chapter 42 and noted on subdivision Master Plan.

14. Greenway: A permanent easement will be reserved along the French Broad River for use by the County as a greenway, in the approximate location shown on the master plan. The easement will be 50 feet in width where not restricted by topography or individual lot ownership, but in no case may the easement be less than 20 feet in width. Lots that adjoin the greenway may be smaller than standard in order to accommodate the greenway. This easement shall not be defeasible. Lots abutting the proposed future public greenway shall execute a disclosure statement.

Other greenways and trails shall be as shown on the master plan.

15. Open Space:

a. The applicant will set aside approximately 121 acres of the Subject Property as open space. A minimum of 10% of the total area in the townhome sections shall be open space.

b. Open space areas (approximate size and location) shall be shown on the master plan. These areas shall be designated and (where applicable) dedicated for each phase of the project as plats are recorded. The open space does not have to be owned by the homeowners' association, but can be held by an individual, organization or non-profit or the County, subject to restrictions to prevent development.

c. All areas of open space located in the 100 year flood plain or the flood way shall be used only for those purposes allowed for conservation areas under Chapter 42, with the following exceptions: (i) The greenway area provided for in Section 14, above, which shall upon request of the County be conveyed to the County, and (ii) passive recreation of all types, and (iii) motor vehicle traffic shall be allowed for special event parking authorized by the homeowners' association ("HOA") or developer, maintenance of the property and/or environmental enhancement or cleanup projects (including projects to improve the bank condition, subsurface streambed condition, water quality, navigability, or fish and wildlife habitat in and along the existing water courses), for handicap access and parking for and at water access and enjoyment sites along Cane Creek and the French Broad River, (iv) Owners, Developer, or subsequent owners may use any portion of the open areas for the transmission of public or private utilities to service the development or surrounding properties and in conjunction therewith may convey interests and easements in the lands to public utilities, branches of Government, or other appropriate parties, (v) for conveyance to third parties or governmental entities as may necessary and reasonable for the establishment of, repair of, construction of or use of roads and streets, and (vi) public uses of the land for public recreation if the County, a non-profit approved by the County, or any Municipality takes ownership and control thereof for the public good. The exact location & size of the greenway areas to be conveyed to the County shall be approved by the County. The developer shall prepare and deliver to the County a properly prepared survey plat of that area. There shall be retained to the landowner (Developer) reasonable points of access to the French Broad River and to Cane Creek along and through the greenway area. Owner shall have the authority to designate those areas of access. The County will cover all closing costs. The Developer (landowner) shall provide a clear & unencumbered title to the property shown on the plat. A reasonable easement for access to the Greenway for maintenance of the Greenway shall be conveyed to the County across the roads of the subdivision, and across any open space area necessary to access the Greenway, with the course thereof being determined by Owner, but which in any event shall allow motor vehicle access to the Greenway. Following conveyance of the Greenway area, applicant shall have no further responsibility for these areas.

d. A perpetual restriction shall be in legal form imposed upon title to all the Open Areas, preventing the establishment of any new open water impoundments. This is for the purpose of preventing increased populations of wildfowl which could create a danger to aviation in the local area. Nothing herein shall apply to Cane Creek or the French Broad River, and applicant is not required to destroy or mitigate existing wetlands.

16. Resident amenities:

a. Central amenity area measuring at least 2.5 acres, including: (1) Olympic size (25 meters by 50 meters) swimming pool, with smaller splash pool; (2) clubhouse of at least 5,000 square feet of covered area, with storage space, restrooms and meeting space with tables, chairs, and

restroom facilities; (3) patio/deck area with tables and chairs; (4) playground with equipment; (5) pickleball courts. Other amenities include playgrounds dispersed through the site, and a trail system as shown on the master plan, with benches and viewing platforms.

b. Amenity Areas shall be constructed and open to residents not later than the completion of construction of the total units in Phases 1 and 2 of the project. Ownership and control of the Amenity Areas shall be transferred to the HOA upon the HOA's request, at any time after the sale and transfer of a total of 200 units.

17. Attached as Exhibit "A-3" to the application is an example of the Avigation Easement, which applicant shall execute in substantially identical form by all the owner(s) of property making up the subject development prior to the sale of any lots in the development. Further, any owner (including the developer) of residential property who sells property within the Tap Root Development is required to disclose to buyers that: (1) the property is located in close proximity to the Asheville Regional Airport; (2) the property is subject to the Avigation Easement (together with the recording information regarding the Avigation Easement in the Henderson County, North Carolina Registry

18. Street lighting: Lighting will be installed in accordance with the following:

- Light Level - .5 fc average with 4-6 Avg/Min uniformity (or compliant with current IES/ANSI standards for residential street lighting - reference RP-8-18)
- Pole Mounting Height - Max 25 ft (spacing dependent on design layout to meet recommended light level)
- Pole Material - Aluminum or Concrete
- B-U-G Rating (Back-Up-Glare) - Not to exceed B2-U0-G2 (B1-U0-G1 preferred) Light Source - LED, 3500K or 4000K Color Temp (not to exceed 4000K)

19. Street Trees—Street trees shall be installed per Chapter 42 requirements, using County-approved species.

20. Building Code - Builder/ Developer to adhere to Chapter 42 requirements whenever such requirements exceed NC Building Code requirements.

21. There must be a minimum separation of 20 feet between buildings in the townhome area. All single-family lots shall have a 10-foot side setback.

22. Submit to and receive approval of a water utilities plan from any public water utility provider or authority.

23. Submit to and receive approval of a sewer utilities plan from the Metropolitan Sewerage District of Buncombe County.

24. Apply for and receive a swimming pool permit from the Henderson County Department of Public Health Division of Environmental Health prior to the pool construction.

25. Submit for prior approval all building plans for all structures to the County Inspections Department.

26. Apply for a floodplain, stormwater, and soil erosion control permit from the County for each phase of development.

27. Require cluster mailboxes per the standards and requirements of the USPS and identify on the development plan an area with appropriate vehicle access and parking.
28. Apply for and execute an encroachment agreement with NCDOT for utility work within the right of way of Butler Bridge Road and I-26.
29. Apply for and receive a NCDOT street access permit and comply with all required road improvements identified by the TIA and NCDOT.
30. Pay in full all fees for permits, as each fee is assessed or becomes due.
31. The approval authority for each phase of the project is delegated to the Henderson County Planning Board. To the degree any phase exceeds 300 units or lots, as shown on the Master Site Plan, the same are deemed approved and the Board of Commissioners assigns to the planning board its authority to review and approve.
32. The County shall retain the right to suspend construction and the issuance of building permits if the developer is found by the County to be in noncompliance with any one of the conditions imposed on the Tap Root Project.
33. Applicant shall implement the development plan and maintain compliance with all the conditions set out herein, all the features of the approved master plan, and all applicable provisions of Chapter 42 to the extent not waived or modified herein.
33. Applicant has elected to carry out some of its responsibilities through a Homeowners Association (HOA), and the use of private restrictive covenants, as allowed by the Henderson County Code. The forms of the organizational documents and bylaws for the HOA, as well as the restrictive covenants, and other documents governing the operation of the HOA and the project (herein collectively "HOA documents") shall be reviewed by the County Attorney as to their legal sufficiency to satisfy this limited purpose prior to issuance of the permission of the Planning Office to record the final plat. To this end, the County reserves the right to review any amendment or revision to the HOA documents prior to its effectiveness to ensure continued compliance with this conditional zoning ordinance, and other applicable County ordinances.
34. Failure to comply with any of the provisions of this conditional zoning ordinance or Chapter 42 (except as waived or modified hereby), or other applicable provisions of the County ordinances, shall subject the applicant or its successors to penalties at law or in equity as provided for in Chapter 42, other County ordinances, or North Carolina law, including repeal or amendment to this conditional zoning enactment.
35. Open Space. The applicant is required to set aside 25% open space. Open space should be recorded with the register of deeds and is required to remain as shown on the approved site plan and cannot be developed. The open space does not have to be owned by the HOA, but can be held by an individual, organization or non-profit.
36. HOA. The developer is required to set up a HOA (Homeowner Association) and subsequent documents should be reviewed and approved by the County Attorney prior to recording of such restrictions.
37. Common Area/Open Space. Common area shall be provided for 10% of the total area in the townhome sections.

38. Townhome Layout. There shall be a minimum space of 20 feet between buildings and a maximum building length of 150 feet per building.
39. Subsurface Utilities. Subsurface utilities are required for the townhome sections.
40. Impervious Pavement. All paved surfaces (roads, parking areas, drives, sidewalks, etc.) may be impervious pavement or surfaces within the site, including the townhome phases, subject however to a Stormwater Phase II permit for new impervious surfaces as set forth below.
42. Pedestrian Facilities. There shall be 1 linear foot of sidewalk or trail for every linear foot of improved or newly proposed roadway within the development. The sidewalk or trail must be at least 5 feet in width.
43. Private Roads. The applicant is proposing private roads, which are allowed. Certification by NCDOT is required to be on the final plat if public roads are proposed.
44. Buffering and Setbacks. All structures shall be setback 50 feet from I-26 and that a B2 buffer (as defined in Chapter 42) is required within this setback.
45. Traffic Impact Analysis (TIA) Requirements. Any road improvements identified in the TIA and as approved and required by NCDOT shall be completed as a condition of approval. (see letter from NCDOT).
46. Erosion control permit required in phases as defined by the County.
47. Stormwater Phase II permit required for all new impervious surfaces.
48. If utilizing fill option within flood hazard areas, fill work must be completed prior to subdividing lots and record plat thereof.
49. ADA accessibility requirements for USPS cluster boxes shall be complied with.
50. Amenities are required to be built with ADA compliance.
51. An approved fire suppression plan is required.
52. 27' wide roads within project.
53. Pool requires Department of Health overview.
54. Developer shall obtain a capacity letter from the Metropolitan Sewerage District of Buncombe County.
55. Traffic Impact Analysis shall be performed, and all necessary improvements shall be installed.
56. Any damage to existing NCDOT roadways during construction must be fixed immediately.
57. Developer must obtain an encroachment agreement with NCDOT for any utility work within the public right-of-way.

58. Developer must secure the installation of waterline from N. Rugby Road and Butler Bridge Road intersection to site if City of Hendersonville waterline extension approved by the County.

59. Individual water service for each unit (both single-family and townhomes) required.

60. Developer may not permit installation of fruit bearing trees on property.

61. The Board of Commissioners delegates review and approval of all subsequent development plans to the Planning Board provided that all substantial changes be referred to the Board of Commissioners as an amendment to the conditional zoning district.

62. The applicant includes all conditions agreed to and approved by the Board on the site plan that shall be recorded with the Henderson County Register of Deeds.

**Conditions Imposed by Board of Commissioners and Agreed to By the Rezoning Applicant
B. Prior to Final Rezoning Approval**

1. Add the following paragraph:

Each phase will be treated as a separate project for purposes of application of the conditions which are applicable to the entire development. Two or more phases may be under construction simultaneously, but developer shall take reasonable care to not create unsightly conditions or safety hazards in partially developed phases. Roads and sidewalks that are completed within a phase that are intended to extend into an adjoining phase still under construction shall, to the degree they are not actively used for housing, be restricted from access by residents by signage and reasonable barriers. This is solely for safety and appearance issues, and shall not be construed as preventing developer from utilizing completed sidewalks and paths for the recreational use and exercise by residents.

b. Add the following paragraph:

In the interest of aviation safety, Developer shall inform the Asheville Airport, through the office of its Chief Executive Officer, of the following events and according to the following time requirements:

a. At least fifteen days prior to commencing constructions of a residential habitation structure in any particular phase, Developer/Applicant shall give written notice to the Airport of the phase in which this construction is to commence, and shall provide the Airport with a map of the area of the phase in which such construction will be conducted. Once notice is given as to each phase, it shall be deemed to give notice as to that entire phase.

b. Upon learning of any condition created by aircraft travel over the development which in the opinion of Developer/Applicant would constitute an immediate hazard to the health, safety or well-being of any resident of the subdivision or of the surrounding area, Developer/Applicant shall by reasonable means give notice to the Airport of that condition.

3. Add the following paragraph:

County to inspect each phase to determine, within the expertise of county staff, compliance by the developer with the conditions imposed on the rezoning. If not in compliance, all phases of the project will be suspended until compliance is demonstrated by the developer.

4. Add the following paragraph:

The applicant/developer shall upon request of Fletcher Fire & Rescue Dept., Inc., install at applicant/Developer’s cost a water hydrant at or near the entrance to the subdivision, in a place specified by Fletcher Fire & Rescue Dept., Inc., for the purpose of providing water to fire trucks responding to emergencies in the subdivision or in other areas of the County. The hydrant shall be of such design as is specified by Fletcher Fire and Rescue. An area around the hydrant sufficient to allow its ready use and maintenance shall be dedicated to that use on a perpetual basis. The details and method of such dedication shall be as determined by the County Attorney, in cooperation with the attorney for Applicant.

5. Add the following paragraph:

The applicant/developer agrees to use best reasonable efforts to attract qualified local bidders for sub-contracting, and to use such efforts to employ significant local labor to perform the work required on the project.

All of the above have been agreed to by the Applicants.

Board Action Requested:

Board action is required. If the Board approves the rezoning, any conditions of approval should be stated with the motion. The Board must also adopt a resolution of consistency with the CCP.

Since a conditional zone is proposed by the applicant, and since, pursuant to N.C. Gen. Stat. §160D-703(b), “only those conditions mutually approved by the . . . petitioner may be incorporated into the zoning regulations”, *prior* to the Board giving final approval, should it be so inclined, the Board must, secure the applicant/petitioner’s agreement to any conditions proposed by the Board. The attached “(Proposed) Conditions” referred to above have already been approved by the applicant, and have space for the addition of more proposed conditions as a result of today’s Board action.

Commissioner Edney made the motion that the Board gives preliminary approval, subject to the applicant’s agreement in writing to the proposed additional conditions stated by the Board, to rezoning application #R-2020-01-C to rezone the Subject Area to a Conditional District (CD-2020-01) based on the recommendations of the Henderson County Comprehensive Plan, and with any conditions stated in the staff and master plan report and additional conditions as discussed, and I further move that this matter come back before this Board later in this meeting for a final vote after the proposed additional conditions are reviewed by the applicant and either agreed to or rejected. The motion passed 4-0

After review by the Applicant, and signature acquired:

Commissioner Edney made the motion that the Board approves with the previously agreed conditions, including those agreed today, rezoning application #R-2020-01-C to rezone the Subject Area to a Conditional District (CD-2020-01) based on the recommendations of the Henderson County Comprehensive Plan, and with any conditions stated in the staff and master plan report and additional conditions as discussed, and; further moves that the Board approves the resolution regarding the consistency with the CCP. The motion passed 4-0.

Chairman Hawkins was recused from voting.

BOARD OF EDUCATION SURPLUS PROPERTY

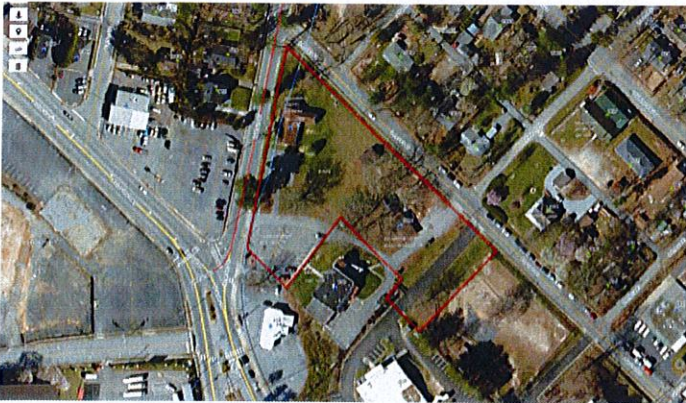
Russ Burrell stated the Henderson County Board of Public Education (“BPE”) proposes a swap of real property with the City of Hendersonville. Under the terms proposed, the BPE would swap the property located at 1001 North Main Street (colloquially, “Edwards Park”) to the City of Hendersonville for the Berkley Mills Park property.

Before the BPE can convey real property, it must, under N.C. Gen. Stat. §115C-518, first declare the

property surplus, and “offer the property to the board of commissioners at a fair market price or at a price negotiated between the two boards.”

BPE proposes that your board opt to not acquire this property. If you so decide, BPE will be free to make disposition of the property in accord with the laws of North Carolina, which allow for the type swap proposed.

This item was discussed at the July 15, 2020 Board of Commissioners’ meeting and tabled until August 19, 2020.



Superintendent Bo Caldwell stated the Board of Education has discussed this property and agreed that no funding will be requested prior to FY25. This is just a property exchange. HCPS staff have carefully reviewed a 2008 Phase/Environmental Site Assessment of the Berkeley Mills Property previously prepared for the City of Hendersonville and found no issues. During the Phase 2 study dirt will be moved.

Commissioner Lapsley has concern with the southside of the property which he feels was an abandoned landfill.

Steve Wyatt asked that any future environmental studies be shared with the Board of Commissioners.

Commissioner Hawkins made the motion that the Board decline to acquire the real property declared surplus by the Board of Education. All voted in favor and the motion carried.

DEPARTMENT OF PUBIC SAFETY LEASE – COURT SERVICES BUILDING

Amy Brantley stated the Board was provided with a lease proposal for the Department of Public Safety’s (DPS) Division of Community Corrections Offices in the County’s Court Services Building at 1347 Spartanburg Highway. DPS proposes to lease +/- 1,334 square feet, for an annual cost of \$11,672.50. The proposed term of the lease is from September 1, 2020 through August 31, 2023.

Commissioner Edney made the motion that the Board approves the lease proposal between Henderson County and the State of North Carolina for the period of September 1, 2020 through August 31, 2023, and authorize the County Manager to execute documentation on behalf of Henderson County. All voted in favor and the motion carried.

CONSTRUCTION PROJECT UPDATE

David Berry provided the Board of Commissioners with an update on construction projects around Henderson County. This monthly report is a review of the scope and statuses of assigned construction management responsibilities and includes specific updates in regard to County funded construction activities.

Hendersonville High School

Stillwell masonry renovation work continues. The mortar has been removed and replaced on the track side of the building. The work, inclusive of brick cleaning and caulking, was inspected August 18th and approved by staff and the architects. Mortar work is still in progress on the remaining part of the building. Work continues on the on-site storm drain infrastructure and a large amount of earthmoving has been accomplished on the old Boyd side of the property to bring down the grade. Concrete, block masonry, concrete slab work, and metal stud work are continuing in various scheduled areas. Electrical, HVAC ductwork, and fire sprinkler work has started in the now enclosed building areas. Renovation work to the Gym continues and additional steel erection is scheduled and will begin in the next two weeks in areas south of where we see the newly constructed building portions already standing.

Blue Ridge Community College

Staff began working with the Architect, Clark Nexsen, and the Blue Ridge Community College staff on all the FF&E components for the projects including but not limited to the Furniture requirements, Building security components, Data Cabling & Technology needs, AV Equipment, Intercom & Phone systems. The FF&E components, though not a part of the construction budget, are a part and included in the overall project budget. The FF&E component of the overall \$23,400,000 budget is \$1,100,000. At some point after the project is bid and a GMP is established and approved, staff will begin the process of writing the RFP's and receiving bids for each of these components. The idea now is to address and estimate what is needed and what is afforded within the budget prior to going out for bids in order to avoid any unexpected costs.

95 Holding Cell

Architectural plans have been completed but are still awaiting approval to proceed with this project. This was one of the projects put on hold when developing the County's overall budget. Although not yet bid, the estimated cost of this project is in the \$75,000 to \$85,000 range.

Flat Rock and Rugby HVAC Upgrades

This project is ongoing. Classroom spaces at both schools were made ready for last Friday's occupancy by the teachers with only ceiling work and replacement tiles in some rooms and hallways left to be completed. All remaining work is being coordinated with HCPS. The large rooftop chillers are not scheduled to come on-line until milder temperatures in the fall when cooling is not mandatory and possibly during a holiday.

Edneyville Library

Staff met with our architect of record, Clark Nexsen, and we are awaiting a cost proposal from them for the required work. Once we have accepted a proposal from the architects, we will then move forward with plans, bidding, approval and construction. The project includes closing up what is now the screened in porch area on the front of the building, which will require shoring up the floor system, underpinning, electrical, HVAC, and finishes.

Animal Shelter roof

Due diligence has begun with understanding of the roof system, which is a combination of shingled sloped roofs and membrane flat roofs. Staff has had REI look at the roof and assess the condition. They will provide pricing for the design of the best system repairs and replacements. Once the design is completed, staff will bid the roof project work. The project has a budgeted amount of \$83,000.

Overflow Human Services Parking Lot

This project has been looked at in the past, but more recently has become a priority. A complete plan was previously developed by McGill and Associates and approved by the City of Hendersonville. The City of Hendersonville has reviewed the plan again with only a minor change in regard to a storm drainage discharge location. Staff is in the process of having that drawing change redlined so that the City can initial as

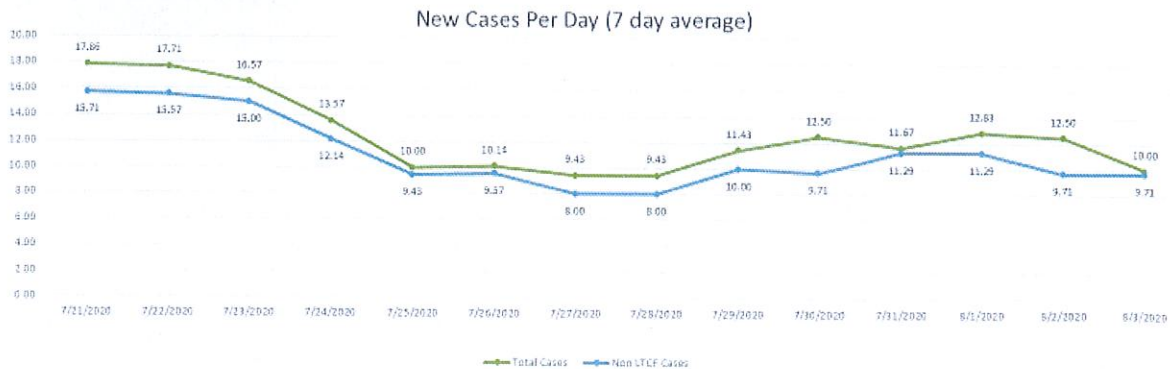
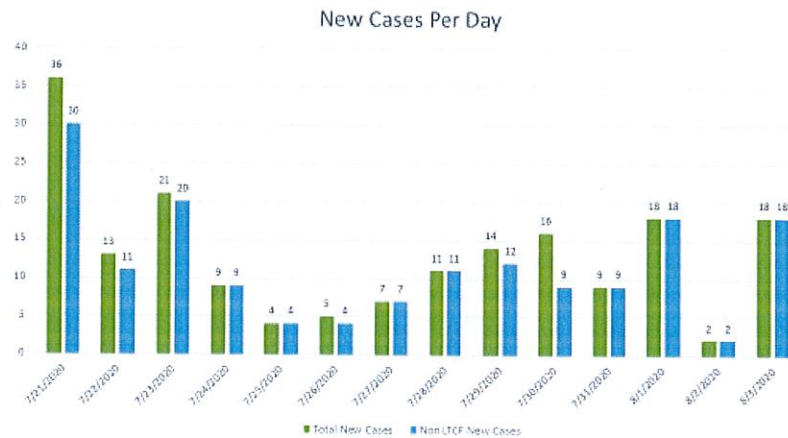
The scope of this project entails preparing coating of the masonry showers and floors, and the restroom floors, as well as new plumbing fixtures and accessories. The assessment just started, and staff will be working with Henderson County Parks and Recreation as it moves forward. This project has a budgeted amount of \$52,000.

COVID-19 UPDATE

Jimmy Brissie and Steve Smith provided the Board with the most current information pertaining to COVID-19 in Henderson County, and addressed questions from the public.

All data based on date tested as of 8:00 AM 8.10.2020

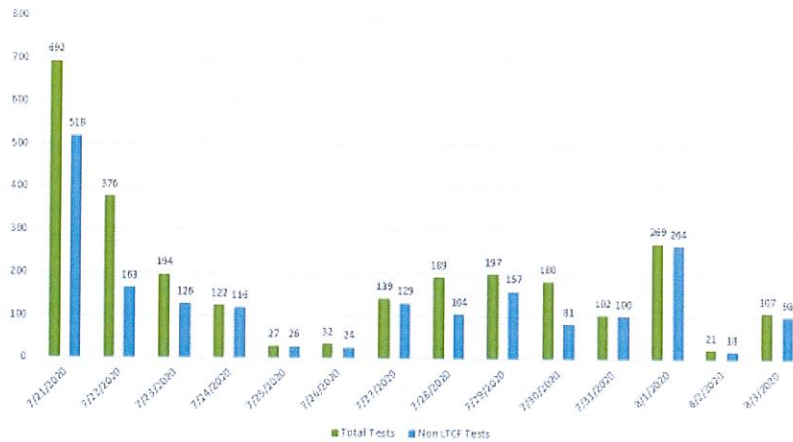
NEW HENDERSON COUNTY CASES (BY DATE TESTED)



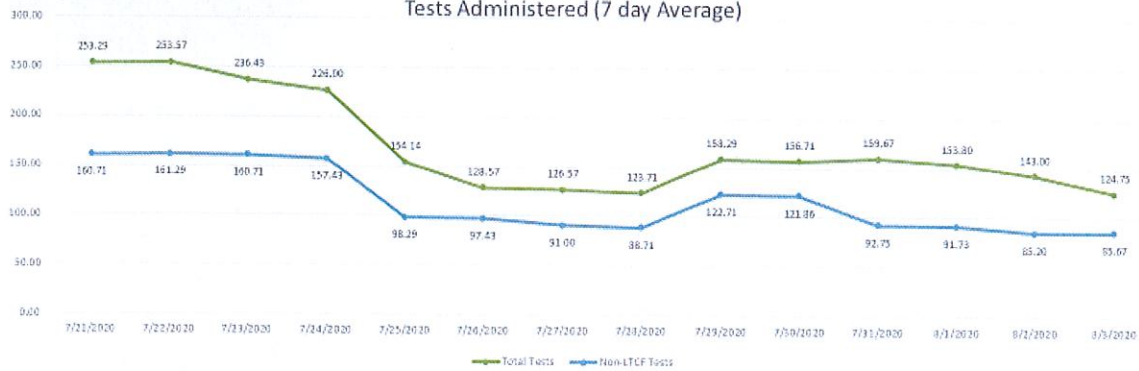
NEW HENDERSON COUNTY CASES 7 DAY AVERAGE

HENDERSON COUNTY TESTS

Henderson County Total Tests Per Day

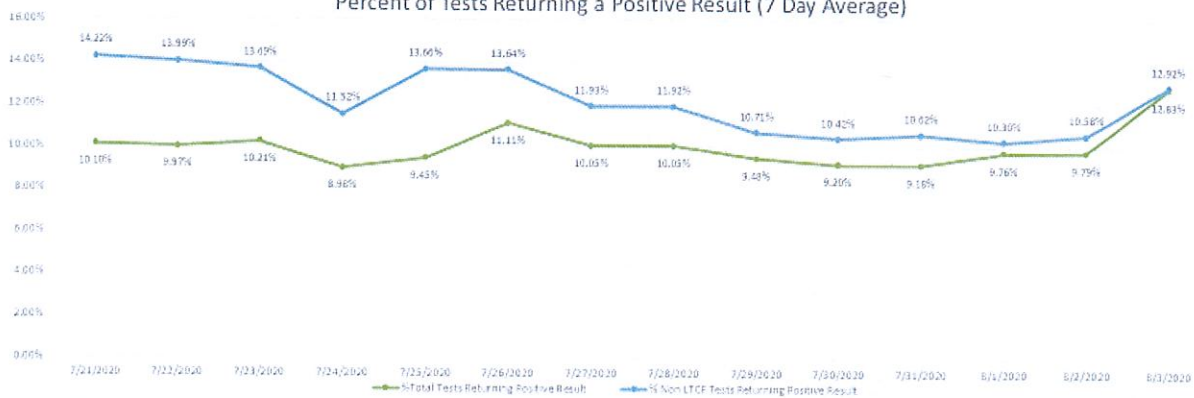


Tests Administered (7 day Average)



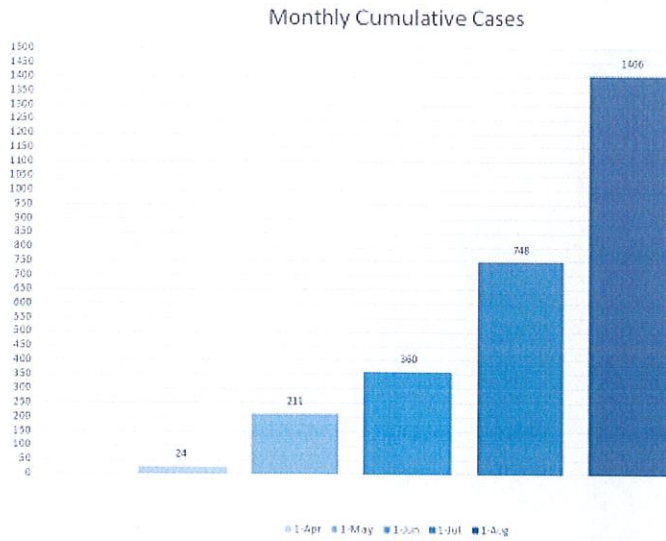
TESTS REPORTED TO HCDPH 7 DAY AVERAGE

Percent of Tests Returning a Positive Result (7 Day Average)

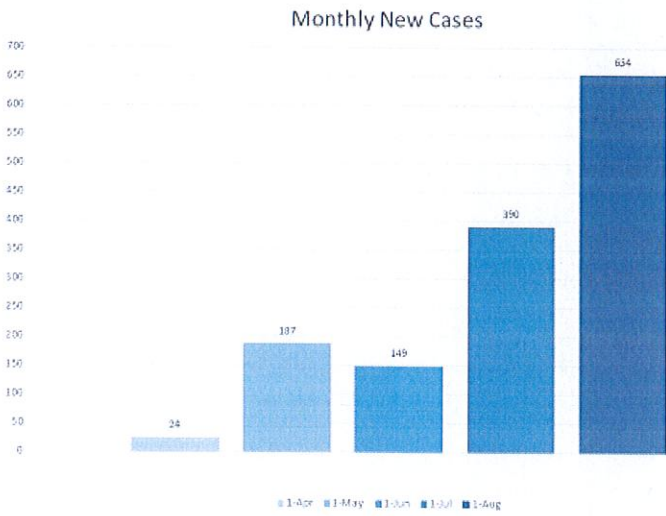


PERCENTAGE OF TESTS RETURNING A POSITIVE RESULT

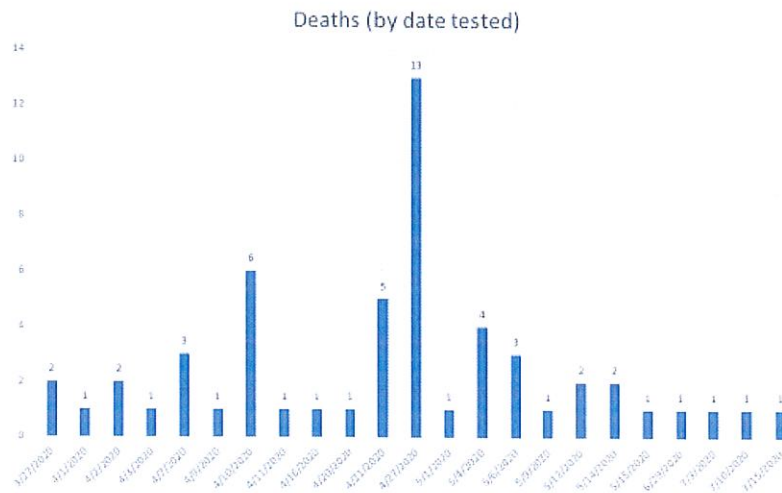
CUMULATIVE CASE COUNTS APRIL 1 – AUGUST 1

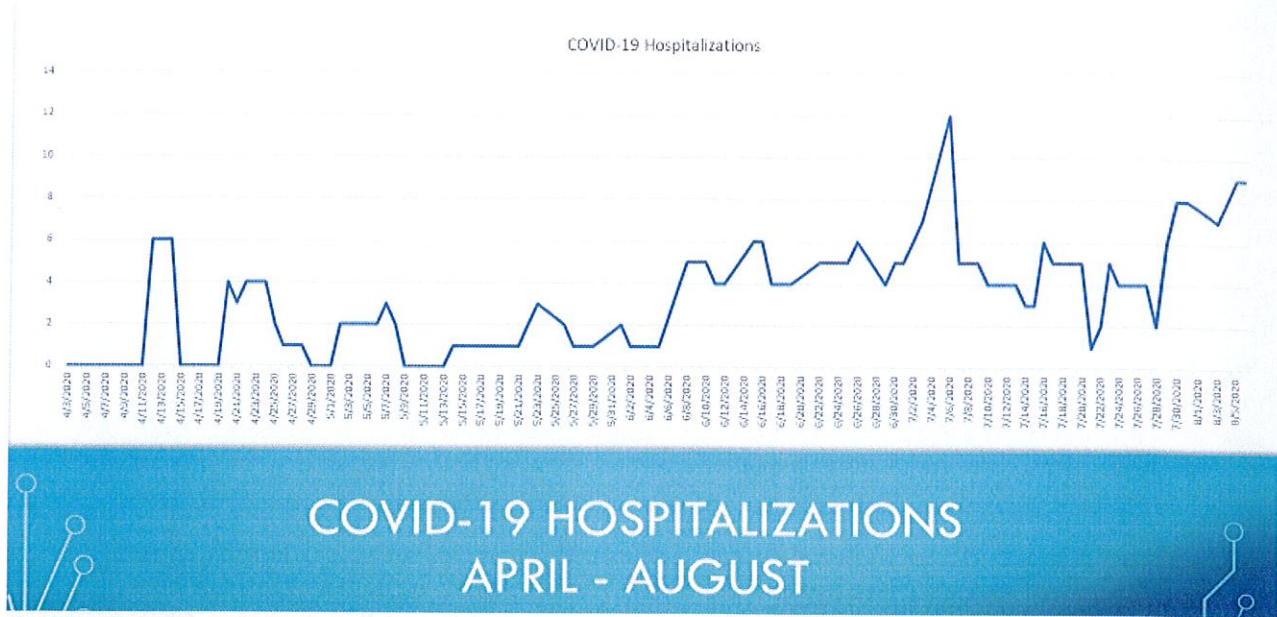


NEW CASES MONTHLY APRIL 1 – AUGUST 1



DEATHS BY DATE TESTED





Summary

Tests Administered: 17890, Cases: 1472, Affiliated with LTCF: 372, Recoveries: 1003, Deaths: 55

Summary as of today

Tests Administered: 20,316, Cases: 1576. Affiliated with LTCF: 92, Recoveries: 1218, Deaths: 56

EDNEYVILLE ELEMENTARY PRELIMINARY ENGINEERING REPORT

Marcus Jones stated as directed by the Board during the development of the Fiscal Year 2021 budget, staff released a Request for Qualifications (RFQ) for the subject. The Board established a budget of \$50,000.

In accordance with NC General Statute 143-64.31 (Procurement of Architectural, Engineering, and Surveying Services), staff developed a RFQ and on June 24, 2020, posted it on the County’s website. The responses will be received by July 17, 2020.

The following firms submitted Statements of Qualifications: Freese and Nichols, Hulsey McCormick and Wallace, McGill and Associates, Pesterfield Civil Engineering, SCS Engineers, and Vaughn and Melton. The Statements are available for review in the office of the County Engineer at the Historic Courthouse.

The selection committee consisted of Amy Brantley (Assistant County Manager), John Mitchell (Director of Business and Community Development), and Marcus Jones, PE (County Engineer). A detailed review of the firms was conducted based on the criteria established within the RFQ. The selection criteria are as follows: Project Team, Project Experience, Planning Performance, Relationships with Funding and Regulatory Agencies, and Customer Service. Based on their Statements and further investigations, staff recommends Hulsey, McCormick and Wallace as the most qualified firm.

In addition, staff requests that the Board approve an agreement with the selected firm not to exceed the approved budget.

Steve Wyatt stated the report should be available in approximately 90 days and will be reviewed during the January Budget Workshop.

Commissioner Lapsley made motion that the Board authorizes the selection of Hulsey, McCormick and Wallace as the most qualified responding firm to perform the Edneyville Elementary Preliminary Engineering Report and authorizes the County Engineer to execute an agreement with Hulsey, McCormick and Wallace not to exceed the approved budget. All voted in favor and the motion carried.

COUNTY MANAGERS REPORT

Steve Wyatt reminded everyone of the importance of the 2020 Census. Every person needs to be counted for political districting and the possibility of an additional representative for Henderson County.

Yesterday was the 100th Anniversary of the approval of the 19th Amendment (August 18,1920 -August 18, 2020)

August 14th was the 75th Anniversary of World War II.

IMPORTANT DATES

Commissioner Lapsley recommended when the Public Hearing for the Asphalt Plant Rezoning Request is scheduled it should be held at Blue Ridge Community College Technology Building.

CLOSED SESSION

The Board is requested to go into closed session pursuant to N.C. Gen. Stat. §143-318.11

1. (a)(4), to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.
2. (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 by or against an individual public officer or employee.

Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to discuss matters regarding location or expansion of an industry or business, and 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 by or against an individual public officer or employee. All voted in favor and the motion carried.

ADJOURN

Commissioner Edney made the motion to go out of closed session and adjourn at 12:30 p.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

Grady Hawkins, Chairman

DURING THE AUGUST 19, 2020 REGULAR MEETING, THE BOARD ENACTED THE FOLLOWING

2020.70 Conditional Rezoning Application, #R-2020-02-C Horseshoe Farm, Residential Two (R2) to Conditional District (CD-2020-02)

2020.71 Rename Branch N Berry Trail to Moon Circle

2020.72 Budget Amendment Library Roof Project

2020.73 Budget Amendment DSS Future Space Build-Out – Cabling

2020.74 Budget Amendment DSS Future Space Build-Out – FF&E

2020.75 Budget Amendment Body Cameras (Federal Forfeiture Funds)

2020.76 Memorandum of Understanding – Cooperative Extension

2020.77 Closing unopened portions of Dove Haven Lane Road Right of Way

2020.78 Conditional Rezoning Application #R-2020-02-C, Tap Root Farms, Regional Commercial (RC) to Conditional District (CD-2020-01)



RESOLUTION OF CONSISTENCY WITH THE COUNTY COMPREHENSIVE PLAN

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

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

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

WHEREAS, the Planning Director and Planning Board provided recommendations regarding the proposed zoning map amendment with case #R-2020-02-C; and

WHEREAS, pursuant to N.C. General Statute §153-323, the Planning Director provided the prescribed public notice and the Board held the required public hearing on August 19, 2020; and

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

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

1. That the Board reviewed the proposed map amendment (#R-2020-02-C, Horseshoe Farm) and finds that it is reasonable, in the public interest and it is consistent with the CCP and the Growth Management Strategy located therein; and
2. That the Board determines that the proposed map amendment provides for the sound administration of the LDC while balancing property rights and promoting reasonable growth within the County; and
3. That this Resolution shall be retained in the Office of the Clerk to the Board of Commissioners.

THIS the 19th day of August 2020.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: Grady Hawkins
GRADY HAWKINS, Chairman

ATTEST:

Teresa Wilson
Teresa Wilson, Clerk to the Board

[COUNTY SEAL]



**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

| Account | Line-Item Description | Amount |
|----------------------|-------------------------|-----------------|
| <u>115419-535103</u> | <u>PLANNED PROJECTS</u> | <u>\$14,548</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

| Account | Line-Item Description | Amount |
|----------------------|----------------------------------|-----------------|
| <u>114990-401000</u> | <u>FUND BALANCE APPROPRIATED</u> | <u>\$14,548</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

BOARD APPROVAL IN FY20 FUNDED LIBRARY ROOF REPLACEMENT. SERVICES TO BE COMPLETED IN FY21. BUDGET AMENDMENT TO APPROPRIATE UNSPENT FUND BALANCE FROM PREVIOUS FISCAL YEAR TO COMPLETE THE PURCHASE. BOARD APPROVED 8.19.2020

| | |
|-------------------------------|------------------|
| _____ | <u>8.19.2020</u> |
| Authorized by Department Head | Date |
| _____ | _____ |
| Authorized by Budget Office | Date |
| _____ | _____ |
| Authorized by County Manager | Date |

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

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

| Account | Line-Item Description | Amount |
|----------------------|----------------------------|-----------------|
| <u>115531-539000</u> | <u>CONTRACTED SERVICES</u> | <u>\$13,039</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

| Account | Line-Item Description | Amount |
|----------------------|----------------------------------|-----------------|
| <u>114990-401000</u> | <u>FUND BALANCE APPROPRIATED</u> | <u>\$13,039</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

BOARD APPROVAL IN FY20 FUNDED IT CABLING SERVICES FOR THE DSS FUTURE SPACE BUILD OUT. SERVICE TO BE COMPLETED IN FY21. BUDGET AMENDMENT TO APPROPRIATE UNSPENT FUND BALANCE FROM PREVIOUS FISCAL YEAR TO COMPLETE THE PURCHASE. BOARD APPROVED 8.19.2020

| | | |
|-------------------------------|------------------|-------|
| _____ | <u>8.19.2020</u> | _____ |
| Authorized by Department Head | | Date |
| _____ | _____ | _____ |
| Authorized by Budget Office | | Date |
| _____ | _____ | _____ |
| Authorized by County Manager | | Date |

| | |
|----------------------------|-------|
| For Budget Use Only | |
| Batch # | _____ |
| BA # | _____ |
| Batch Date | _____ |

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

| Account | Line-Item Description | Amount |
|----------------------|-------------------------------|-----------------|
| <u>115431-526201</u> | <u>NON-CAPITAL TECHNOLOGY</u> | <u>\$67,072</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

| Account | Line-Item Description | Amount |
|----------------------|---------------------------------------|-----------------|
| <u>114431-451004</u> | <u>FEDERAL FORFEITURES - US TREAS</u> | <u>\$67,072</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

BOARD APPROVAL IN FY2020 ALLOWED THE SHERIFFS DEPARTMENT TO PURCHASE BODY CAMERAS WITH FEDERAL FORFEITURE FUNDS. PROCUREMENT OF CAMERAS WAS NOT COMPLETE UNTIL AUGUST 2020. BUDGET AMENDMENT TO APPROPRIATE APPROVED FUNDING IN FEW FISCAL YEAR. BOARD APPROVED FOR FY21 ON 8.19.2020

| | | |
|-------------------------------|------------------|-------|
| _____ | <u>8.19.2020</u> | _____ |
| Authorized by Department Head | | Date |
| _____ | _____ | _____ |
| Authorized by Budget Office | | Date |
| _____ | _____ | _____ |
| Authorized by County Manager | | Date |

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

Memorandum of Understanding between Henderson County and Bullington Gardens, Inc. to Direct Funds from Bullington Gardens, Inc. to N.C. State University through the Payroll Process Outlined in the Current MOU between Henderson County and N.C. State University

I. Purpose: The purpose of this Memorandum of Understanding (MOU) is to allow Henderson County to accept funds generated by Bullington Gardens, Inc., through grants, sales and donations in order to partially fund an Administrative Director of Bullington Gardens position based administratively in the Henderson County Cooperative Extension Office. Henderson County would then allocate these funds to N.C. State through the payroll agreement currently in place within the existing MOU between Henderson County and N.C. State University. Henderson County has included \$12,000.00 in funding for this position and N.C. State University has committed to paying all benefits for the remainder of the funding necessary to fund this position.

II. Background: Established in 1990, Bullington Gardens, Inc., is a North Carolina non-profit corporation qualifying as tax exempt under Section 501(c)(3) of the Internal Revenue Code. It operates as Bullington Gardens, a public garden and center for horticultural education. The 12 acre grounds feature a number of themed gardens and a nature trail that attract visitors throughout the year. Through its partnership with N.C. Cooperative Extension and Henderson County Public Schools, Bullington Gardens offers wide-ranging educational opportunities to the community. Elementary School programs that align with each grade's science curriculum are presented during the school year, such as Plant Explorations (K-3rd), Inheritable Traits (5th), Wildlife Interactions (4th), Soils and Invasive Plants (3rd), and School Vegetable Gardens (K-5th). These programs take place either at Bullington or at individual school campuses. In the BOOST program, Bullington hosts high school sophomores in the Occupational Course of Study in weekly sessions as the students learn basic job skills that will help them be independent upon graduation. The feature of this program is a garden competition between the four high schools. Each week, the horticultural therapy program engages approximately 50 middle and high school students with specific needs in gardening and plant activities that help foster life skills and boost confidence. A variety of gardening/landscape classes are offered to the general public all year long, such as Pruning Ornamental Trees & Shrubs, Vegetable Gardening Basics, Growing Small Fruits for the Home Garden, Plants for Shade Gardens and Best Perennials for the WNC Gardens. Additionally, classes in art, and arts & crafts are offered at times.

In recent years, the gardens have become more popular among the public as a place to see unique botanical species and to enjoy the beauty and solitude of the venue. Many volunteers support the gardens and Bullington holds several fundraising activities each year to support the gardens and its programs. This has created an expanded need for administration, including grant writing, fundraising planning, improvements to the grounds and buildings, general maintenance, etc. These expanded duties have encroached on the role of the educator at the gardens to the point that a dedicated administrator is needed to take on the responsibilities mentioned above in order to maintain the quality of educational programming at Bullington Gardens.

III. Collaboration goals: The partners acknowledge and agree that their collaborative goals for this Position include:

- a. Providing leadership and being the principal person charged with grant-writing, fundraising efforts and public relations for Bullington Gardens.
- b. Overseeing the grounds and leading the maintenance and improvements of the buildings and grounds at Bullington Gardens.
- c. Being responsible for budgeting and finance for the gardens including paying bills and invoices.
- d. Supervising staff and volunteers.

either Party's budget priorities.

IX. Compliance with Laws: The Parties will observe all applicable laws and regulations during the execution of the work described in this MOU. The Parties agree and acknowledge that all parties to this transaction are regulated by the federal and state laws and regulations governing governmental and nonprofit corporations as applicable. Neither Party shall engage in any transaction that is illegal or fraudulent.

Approval: This MOU takes effect upon the date of the last signature below.

FOR HENDERSON COUNTY:

William Terry Kelley, Director
Henderson County Cooperative Extension

Date

FOR BULLINGTON GARDENS, INC.:

William Burdett
Chair, Bullington Gardens Board of Directors

Date



RESOLUTION OF CONSISTENCY WITH THE COUNTY COMPREHENSIVE PLAN

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

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

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

WHEREAS, the Planning Director and Planning Board provided recommendations regarding the proposed zoning map amendment with case #R-2020-01-C; and

WHEREAS, pursuant to N.C. General Statute §153-323, the Planning Director provided the prescribed public notice and the Board held the required public hearing on July 16, 2020; and

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

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

1. That the Board reviewed the proposed map amendment (#R-2020-01-C, Tap Root Farms) and finds that it is reasonable, in the public interest and it is consistent with the CCP and the Growth Management Strategy located therein; and
2. That the Board determines that the proposed map amendment provides for the sound administration of the LDC while balancing property rights and promoting reasonable growth within the County; and
3. That this Resolution shall be retained in the Office of the Clerk to the Board of Commissioners.

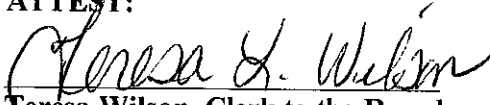
THIS the 19th day of August 2020.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY:


WILLIAM LAPSLEY, Vice-Chairman

ATTEST:


Teresa Wilson, Clerk to the Board

[COUNTY SEAL]



Conditional Rezoning Application R-2020-01-C
“Taproot” property

Proposed Conditions if Rezoning Granted

A. Conditions Agreed to by Rezoning Applicant Prior to Board of Commissioners Approval¹²³

1. The Subject Property consists of 297 acres located on Butler Bridge Road in Henderson County (PINs: 9652-03-1362, 9642-82-3681, 9642-84-4544). The Subject Property currently consists of three tracts, shown as Tract 1, 2 and 3 on Exhibit A hereto. Those tracts for purposes of consideration of this application will be recombined into one tract, the perimeter of which is illustrated on the site plan.

2. The subject property is rezoned from RC to CD-2020-01.

3. Size and Scope of project (numbers are approximate, subject to confirmation when site plan is final):

a. Size of project: 297 acres.

b. There is permitted a maximum of 699 total residential units, of the following mix: 472 single family homes and 227 town homes. Single family lot sizes shall be a minimum of 7,100 square feet for at least 354 lots (75%) of the total single family lots on the subject property. All buildings to have a minimum 20-foot separation. All single-family lots will have side setbacks of ten feet.

c. Overall project density will not exceed 3.05 units per acre, including floodplain, greenway easements, or other open space areas proposed for conveyance to County or third-party conservation organization.

¹ As used herein, the terms Rezoning Applicant and Developer shall be interpreted to have identical meaning, to be the current property owners/rezoning applicants, and the ultimate developer of the property.

² The conditions covered by this Section I were either (i) derived from requirements of the Henderson County Land Development Ordinance, Chapter 42 of the Henderson Code; (2) suggested by members of the Henderson County Technical Review Committee and agreed to by the Applicant; (3) suggested by the Henderson County Planning Board and agreed to by the Applicant; or (4) self-imposed and agreed to by the Applicant.

³ These conditions are in addition to and intended to supplement the approved (multi-sheet) site plan and Chapter 42 of the Henderson County Code (herein “Chapter 42”). In case of any conflict between this document, the Chapter 42, and/or the approved site plan, the priority of interpretation is such that the approved site plan controls over section A. of this document and over the provisions of Chapter 42. However, as to any conflict, the provisions of Section B. of this document shall control over Section A. of this document, the approved site plan and Chapter 42. To the extent that any specification or development standard has been omitted from or is not addressed in the approved site plan or this document, the presumption is that the standard or specification in the LDC shall apply.

14. Greenway: A permanent easement will be reserved along the French Broad River for use by the County as a greenway, in the approximate location shown on the master plan. The easement will be 50 feet in width where not restricted by topography or individual lot ownership, but in no case may the easement be less than 20 feet in width. Lots that adjoin the greenway may be smaller than standard in order to accommodate the greenway. This easement shall not be defeasible. Lots abutting the proposed future public greenway shall execute a disclosure statement. Other greenways and trails shall be as shown on the master plan.

15. Open Space:

a. The applicant will set aside approximately 121 acres of the Subject Property as open space. A minimum of 10% of the total area in the townhome sections shall be open space.

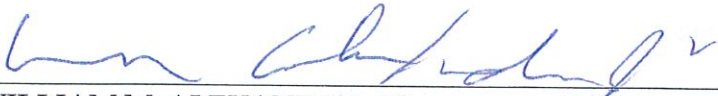
b. Open space areas (approximate size and location) shall be shown on the master plan. These areas shall be designated and (where applicable) dedicated for each phase of the project as plats are recorded. The open space does not have to be owned by the homeowners' association, but can be held by an individual, organization or non-profit or the County, subject to restrictions to prevent development.

c. All areas of open space located in the 100 year flood plain or the flood way shall be used only for those purposes allowed for conservation areas under Chapter 42, with the following exceptions: (i) The greenway area provided for in Section 14, above, which shall upon request of the County be conveyed to the County, and (ii) passive recreation of all types, and (iii) motor vehicle traffic shall be allowed for special event parking authorized by the homeowners' association ("HOA") or developer, maintenance of the property and/or environmental enhancement or cleanup projects (including projects to improve the bank condition, subsurface streambed condition, water quality, navigability, or fish and wildlife habitat in and along the existing water courses), for handicap access and parking for and at water access and enjoyment sites along Cane Creek and the French Broad River, (iv) Owners, Developer, or subsequent owners may use any portion of the open areas for the transmission of public or private utilities to service the development or surrounding properties and in conjunction therewith may convey interests and easements in the lands to public utilities, branches of Government, or other appropriate parties, (v) for conveyance to third parties or governmental entities as may necessary and reasonable for the establishment of, repair of, construction of or use of roads and streets, and (vi) public uses of the land for public recreation if the County, a non-profit approved by the County, or any Municipality takes ownership and control thereof for the public good. The exact location & size of the greenway areas to be conveyed to the County shall be approved by the County. The developer shall prepare and deliver to the County a properly prepared survey plat of that area. There shall be retained to the landowner (Developer) reasonable points of access to the French Broad River and to Cane Creek along and through the greenway area. Owner shall have the authority to designate those areas of access. The County will cover all closing costs. The Developer (landowner) shall provide a clear & unencumbered title to the property shown on the plat. A reasonable easement for access to the Greenway for maintenance of the Greenway shall be conveyed to the County across the roads of the subdivision, and across any open space area necessary to access the Greenway, with the course thereof being determined by Owner, but which in any event shall allow motor vehicle access to the Greenway. Following conveyance of the Greenway area, applicant shall have no further responsibility for these areas.

21. There must be a minimum separation of 20 feet between buildings in the townhome area. All single-family lots shall have a 10-foot side setback.
22. Submit to and receive approval of a water utilities plan from a public water utility provider or authority.
23. Submit to and receive approval of a sewer utilities plan from the Metropolitan Sewerage District of Buncombe County.
24. Apply for and receive a swimming pool permit from the Henderson County Department of Public Health Division of Environmental Health prior to the pool construction.
25. Submit for prior approval all building plans for all structures to the County Inspections Department.
26. Apply for a floodplain, stormwater, and soil erosion control permit from the County for each phase of development.
27. Require cluster mailboxes per the standards and requirements of the USPS and identify on the development plan an area with appropriate vehicle access and parking.
28. Apply for and execute an encroachment agreement with NCDOT for utility work within the right of way of Butler Bridge Road and I-26.
29. Apply for and receive a NCDOT street access permit and comply with all required road improvements identified by the TIA and NCDOT.
30. Pay in full all fees for permits, as each fee is assessed or becomes due.
31. The approval authority for each phase of the project is delegated to the Henderson County Planning Board. To the degree any phase exceeds 300 units or lots, as shown on the Master Site Plan, the same are deemed approved and the Board of Commissioners assigns to the planning board its authority to review and approve.
32. The County shall retain the right to suspend construction and the issuance of building permits if the developer is found by the County to be in noncompliance with any one of the conditions imposed on the Tap Root Project.
33. Applicant shall implement the development plan and maintain compliance with all the conditions set out herein, all the features of the approved master plan, and all applicable provisions of Chapter 42 to the extent not waived or modified herein.
33. Applicant has elected to carry out some of its responsibilities through a Homeowners Association (HOA), and the use of private restrictive covenants, as allowed by the Henderson County Code. The forms of the organizational documents and bylaws for the HOA, as well as the restrictive covenants, and other documents governing the operation of the HOA and the project (herein collectively "HOA documents") shall be reviewed by the County Attorney as to their legal sufficiency to satisfy this limited purpose prior to issuance of the permission of the Planning Office to record the final plat. To this end, the County reserves the right to review any amendment or revision to the HOA documents prior to its effectiveness to ensure continued compliance with this conditional zoning ordinance, and other applicable County ordinances.

50. Amenities are required to be built with ADA compliance.
51. An approved fire suppression plan is required.
52. 27' wide roads within project.
53. Pool requires Department of Health overview.
54. Developer shall obtain a capacity letter from the Metropolitan Sewerage District of Buncombe County.
55. Traffic Impact Analysis shall be performed, and all necessary improvements shall be installed.
56. Any damage to existing NCDOT roadways during construction must be fixed immediately.
57. Developer must obtain an encroachment agreement with NCDOT for any utility work within the public right-of-way.
58. Developer must secure the installation of waterline from N. Rugby Road and Butler Bridge Road intersection to site if City of Hendersonville waterline extension approved by the County.
59. Individual water service for each unit (both single-family and townhomes) required.
60. Developer may not permit installation of fruit bearing trees on property.
61. The Board of Commissioners delegates review and approval of all subsequent development plans to the Planning Board provided that all substantial changes be referred to the Board of Commissioners as an amendment to the conditional zoning district.
62. The applicant includes all conditions agreed to and approved by the Board on the site plan that shall be recorded with the Henderson County Register of Deeds.

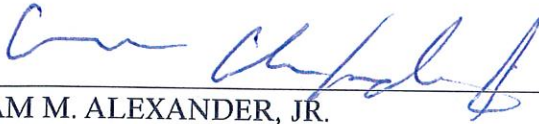
All of the above have been agreed to by the Applicants.


WILLIAM M. ALEXANDER, JR.
Attorney for the Applicants

5. Add the following paragraph:

The applicant/developer agrees to use best reasonable efforts to attract qualified local bidders for sub-contracting, and to use such efforts to employ significant local labor to perform the work required on the project.

All of the above have been agreed to by the Applicants.



WILLIAM M. ALEXANDER, JR.
Attorney for the Applicants

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

COUNTY OF
HENDERSON

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2020, by and between, **COUNTY OF HENDERSON** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th. day of January, 2017 and,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Hendersonville, County of Henderson, North Carolina**, more particularly described as follows:

Being +/- 1,334 net square feet of office space located at 1347 Spartanburg Hwy., Hendersonville, Henderson County, North Carolina. See Attached Exhibit "A" Floor Plan

DEPARTMENT OF PUBLIC SAFETY – JDM-29

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, with no renewal periods commencing on the **1st day of September 2020**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of August, 2023**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$11,672.50 Dollars per annum**, which sum shall be paid in equal monthly installments of **\$972.71 Dollars**, said rental to be payable within five (5) days from receipt of invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- D. Adequate Parking.
- E. All janitorial services and supplies.
- F. All utilities except telephone.
- G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- H. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and

the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **1 Historic Courthouse Square #2, Hendersonville North Carolina 28792**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

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

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:
STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland,
Director of Purchasing & Logistics

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2020.

Notary Public: _____

Printed Name: _____

My Commission expires _____

LESSOR:
COUNTY OF HENDERSON

By: [Signature] (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF POIK

I, Teresa L. Wilson, a Notary Public in the County and for the State aforesaid, do hereby certify that Steve Wyatt, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 19th day of August, 2020.

Notary Public: Teresa L. Wilson

Printed Name: TERESA L. WILSON

My Commission expires 10/15/2021

SPECIFICATIONS FOR NON-ADVERTISED LEASE

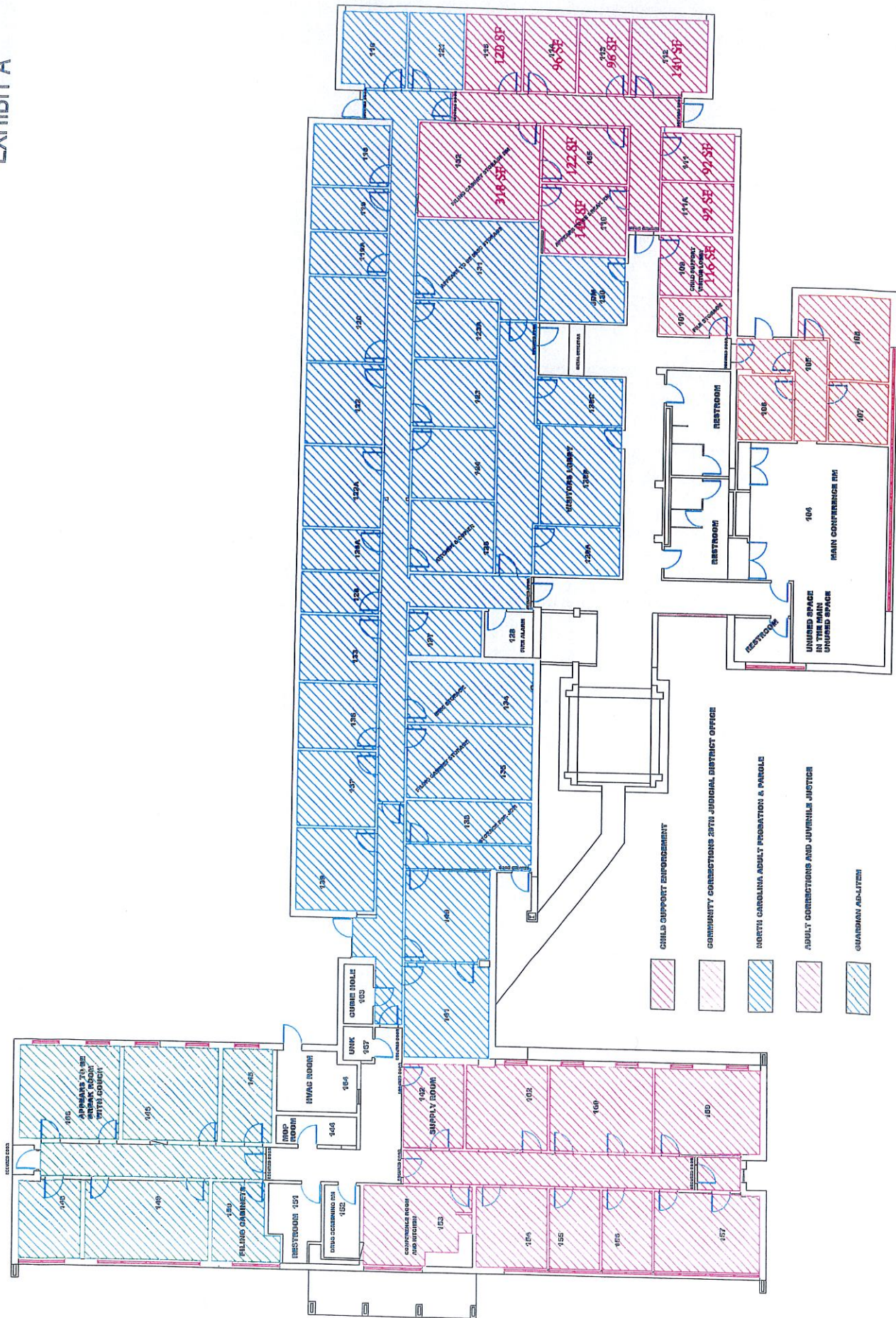
1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All utilities, except telephone.
6. All janitorial service and supplies to include maintenance of lawns, parking areas and common areas.
7. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
8. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
9. Internal and external signage to be customary (directory) to the building that will provide easy identification of the office by the general public. All other signage is to be provided by the Lessor as agreed upon by the County.
10. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
- 11 Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
- 12 The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs; building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
- 13 All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of the Lessor

Date

EXHIBIT A



THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL

FAXED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: County of Henderson
 2. LESSOR'S AGENT: Steve Wyatt, County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
 A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL E. NON-PROFIT
 F. ***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER:

MAILING ADDRESS: 1 Historic Courthouse Square #2
 CITY: Hendersonville ZIP: 28792
 PHONE#: 828-697-4809 FAX#: 828-697-4536
 E-MAIL:

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)
 Henderson County Courthouse Suite 90
 STREET ADDRESS: 1347 Spartanburg Hwy. CITY: Hendersonville, COUNTY: Henderson County, ZIP CODE: NC 28792

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED
 A. OFFICE B. WAREHOUSE C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

| TYPE OF SPACE | TOTAL NET SQ. FT. | ANNUAL RENTAL | ANNUAL RENT PER SQ. FT. | UTILITIES | JANITORIAL SERVICES | REQUIRED CLIENTELE PARKING SPACES |
|---------------|-------------------|---------------|-------------------------|-----------|---------------------|-----------------------------------|
| OFFICE | +/-1,334 | \$11,672.50 | \$8.75 | YES | YES | |
| WAREHOUSE | | | | | | |
| OTHER | | | | | | |
| TOTALS | | | XXXX | XXXX | XXXX | XXXX |

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:
ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)
 (FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

| TYPE OF SPACE | TOTAL NET SQ. FT. | ANNUAL RENTAL | ANNUAL RENT PER SQ. FT. | UTILITIES | JANITORIAL SERVICES |
|---------------|-------------------|---------------|-------------------------|-----------|---------------------|
| OFFICE | | | | | |
| WAREHOUSE | | | | | |
| OTHER | | | | | |
| TOTALS | | | XXXX | XXXX | XXXX |

Lessor will provide () clientele parking spaces and () employee parking spaces
 Comments:

7. LEASE TERM: 3YEARS BEGINNING DATE: 09/01/2020
 8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard? YES NO

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos? YES NO
 Is the proposed building free of hazardous lead paint? YES NO

DEPARTMENT: Public Safety (Probation and Parole) DIVISION: DCC
 CITY: SQUARE FEET: AGENT:
 CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LESSOR: Henderson County

9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)

10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?

YES | NO | PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

11. This proposal is made in compliance with the specifications furnished by the Department of Public Safety. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until 12/31/20. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

*** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

Printed Name of Lessor

Signature of Lessor

Date

MAILING / DELIVERY INSTRUCTIONS

To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650

Delivery Address if Delivered in Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina

Mailing Address if Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321

ENVELOPE SHOULD BE MARKED:

- (a) Lease proposal Enclosed
- (b) Cutoff Date for Receiving Proposals
- (c) Name of State Agency Involved.

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the inside area the following:
 - *a. Toilets and lounges
 - *b. Entrance and elevator lobbies
 - *c. Corridors
 - d. Stairwells
 - e. Elevators and escalator shafts
 - f. Building equipment and service areas
 - g. Stacks, shafts, and interior columns
 - h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT:

DIVISION:

CITY:

SQUARE FEET:

AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM

DATE:

FORM (PO-28)

(2005)



HENDERSON COUNTY PUBLIC SCHOOLS

414 Fourth Avenue West, Hendersonville, NC 28739-4261
Bo Caldwell, Superintendent

Board of Public Education
Blair Craven, *Chairman*
Rick R. Wood, *Vice Chairman*
Michael Absher
Dot Case
Mary Louise Corn
Jay Egolf
Amy Lynn Holt

August 12, 2020

Mr. Grady Hawkins, Chairman
Henderson County Board of Commissioners
One Historic Courthouse Square, Suite 1
Hendersonville, North Carolina 28792

RE: Edwards Park/Berkeley Mills Park Properties

Dear Mr. Hawkins,

I am writing to you today regarding our request to the Board of Commissioners to approve the declaration of the Edwards Park property as surplus. As you are aware, the Board of Public Education seeks to consider a transfer of the Edwards Park property to the City of Hendersonville for the Berkeley Mills Park property.

Looking toward the future, the Board of Public Education recognizes the potential value of Berkeley Mills Park as an athletic activity space for the students of Hendersonville High School. Areas of this property could be cleared, graded, and established for athletic facilities, practice areas, and other various community uses. Such an extension of the Hendersonville High School campus footprint will serve to benefit future generations of students and our greater school community.

Specific to our request, the Board of Public Education affirms that the Edwards Park property is not necessary for future school system use. While adjacent to the campus of Bruce Drysdale Elementary School, a careful analysis of future enrollment projections and our recent 10-year facility assessment [January 2019] do not require the retention of Edwards Park ownership by HCPS. Nearly one quarter of the student enrollment at Bruce Drysdale Elementary School is on reassignment; therefore, the Board of Education, if needed, could cap the student population based on current facility capacity. Additionally, the Edwards Park property has not been identified as necessary acreage for any future renovations or campus expansions.

Moreover, the Board of Public Education appreciates that a property request such as this may generate concern over future capital funding requests to the Board of Commissioners in order to develop the Berkeley Mills Park property. Let me assure you and your fellow Commissioners that our capital funding needs remain aligned with the major capital project objectives identified by our Joint Facility Committee discussions, such as new construction at East and West Henderson High Schools. Our capital projects priorities are focused on addressing deferred maintenance, asset preservation, and safety/security initiatives. Further, we commit to making no funding request to the Board of Commissioners for the development of the Berkeley Mills Park property prior to FY25, and even then, the Board of Public Education may solicit private funding or determine other capital funding priorities through our Joint Facilities Committee efforts in the years to come.

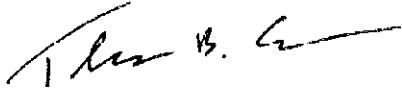
Finally, HCPS staff have carefully reviewed a 2008 Phase I Environmental Site Assessment of the Berkeley Mills Property conducted by Martin and Slagle GeoEnvironmental Associates, LLC prepared for the City of Hendersonville.

With that in mind, please accept this letter as a formal request to approve the declaration of the Edwards Park property as surplus by the Henderson County Board of Public Education.

The above request comes to you with the unanimous, individual support of each member of the Board of Public Education. Further, the Board of Public Education will commit to investing future allocated capital funding toward the property improvements previously outlined and at a time agreed upon by both Boards.

We regard our continued partnership as a model for other local government and local education agencies across the state of North Carolina. My thanks in advance for your support of this request, and please do not hesitate to let me know if you have any questions.

Sincerely,



HENDERSON COUNTY BOARD OF PUBLIC EDUCATION
Blair Craven, Chairperson

cc: Members, Henderson County Board of Commissioners
Mr. Steven D. Wyatt, Henderson County Manager
Members, Henderson County Board of Public Education
Mr. Bo Caldwell, Superintendent

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County"), and the Town of Mills River, a North Carolina municipal corporation ("Mills River"). This agreement is executed as is stated below, but is effective as of August 3, 2020.

Statement of Facts and Circumstances

A. The County and Mills River entered into an Interlocal Agreement regarding the County enforcing its Property Addressing Ordinance within the bounds of Mills River in September of 2003.

B. Mills River has requested that the Agreement be extended as stated herein, and the other parties are in agreement with this request.

NOW, THEREFORE, in consideration of the covenants, conditions, performances and promises contained herein, the parties agree as follows:

1. The County shall exercise on behalf of Mills River by administering and executing its Property Addressing Ordinance, currently indexed as Chapter 41 of the Henderson County Code.

2. This Interlocal Agreement shall stay in effect for a period through and including June 30, 2025. Notwithstanding, however, this Interlocal Agreement shall be automatically extended for additional five year periods if notice is not given, in writing, to the other party by the party seeking to terminate the agreement at least one full year prior to the date of termination of the Interlocal Agreement as it may be extended (including automatic extensions).

3. Addresses for notices shall be as follows:

Town of Mills River
c/o Town Manager
124 Town Center Drive
Mills River, NC 28759

Henderson County Sheriff's Office
100 North Grove Street
Hendersonville, NC 28792

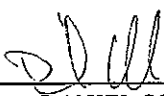
County of Henderson
c/o County Attorney
1 Historic Courthouse Square, Suite 5
Hendersonville, NC 28792

AGREED TO AND EXECUTED by authority duly given, this the 13 day of August 2020.

COUNTY OF HENDERSON

By: _____
STEVE WYATT, County Manager

TOWN OF MILLS RIVER

By: _____
DANIEL COBB, Town Manager

Print Name

Henderson County
North Carolina

Before the Board of Commissioners

Pursuant to N.C. Gen. Stat. §153A-241, this Board has the power to close public roads and easements which are not within a municipality except public roads and easements and under the control and supervision of the North Carolina Department of Transportation.

The Office of Romeo, Harrelson, and Coiner, on behalf of Carolina Real Estate Pros. Inc., has petitioned the Board for the closure of an unopened portion of Dove Haven Lane located in Henderson County which meets the criteria, above.

Prior to closing such an easement, the Board must first adopt a resolution indicating its intent to consider the same and call a public hearing on the issue.

NOW, THEREFORE, BE IT RESOLVED that the Board will consider the closing of portions of Dove Haven Lane at its regularly scheduled meeting on September 8, 2020, after a public hearing. The Board hereby calls a public hearing to be held on this issue on such date, and directs staff to provide notice, pursuant to N.C. Gen. Stat. §153A-241, of the same

Adopted by the Board by motion duly made, this the 19th day of August, 2020.

BOARD OF COMMISSIONERS
OF HENDERSON COUNTY

By: Grady Hawkins
Grady Hawkins, Chairman

Attest:

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

Henderson County
North Carolina

Before the Board of Commissioners

ORDER RENAMING BRANCH N BERRY TRAIL TO MOON CIRCLE

THIS MATTER came on for hearing before the Henderson County Board of Commissioners at its regular August 19th 2020, meeting, pursuant to N.C. Gen. Stat. §153A-239, on the issue of renaming Branch N Berry Trail to Moon Circle was heard by the Board after public hearing. The Board of Commissioners makes the following findings:

1. This matter first came before the Board of Commissioners on at the Board's regular meeting on August 19th, 2020 on the petition of Mr. Jason Bundy to rename Branch N Berry Trail to Moon Circle.
2. At the Board's August 19th, 2020 meeting, the Board adopted an ordinance declaring its intent to rename Branch N Berry Trail.
3. A map showing the area under consideration is shown on the attachment hereto, Exhibit A, (indicated by a broken yellow line).
4. A notice of this Board's August 19th hearing was published at least 10 days before the hearing in the *Hendersonville Tribune*, a copy of the petition was sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road renamed and a notice of the public hearing to be prominently posted in at least two places along the road or easement.
5. Before the Board on August 19th 2020, the Board heard "all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights" are required by N.C. Gen. Stat. §153A-239.
6. After such hearing, the Board is satisfied and finds: That renaming of Branch N Berry Trail is not contrary to the public interest;

