

DRAFT MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
MONDAY, NOVEMBER 2, 2020**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville, NC.

Those present were: Chairman Grady Hawkins, Vice-Chairman William Lapsley, Commissioner Michael Edney, 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: Emergency Management/Rescue Coordinator Jimmy Brissie, Finance Director Samantha Reynolds, Budget Manager Megan Powell, EMS Director Mike Barnett, Budget Analyst Sonya Flynn, HR Director Karen Ensley, Planner Janna Peterson, Project Engineer Natalie Berry & PIO Kathryn Finotti - videotaping, 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 Rob McClelland of Hendersonville Presbyterian Church.

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Hannah Brake of Leaders in Training 4-H Club.

MOMENT OF SILENCE

A moment of Silence was recognized in memory of EMS worker Becky Myers.

Statement from Vice-Chairman William G. Lapsley

Personal Health

“As most of you know I have missed attendance at the Commission meetings in September and October 2020. The reason has been stated by the County Manager on several occasions has been my personal health. I am incredibly pleased to attend this evening and report to you and the public in an abbreviated fashion what happened and my current condition. On the early morning of Thursday, September 3, 2020 I awoke and found that I had serious difficulty breathing and chest pains. I spent the next 2 days resting expecting a short recovery. It did not happen. I became overly concerned and went to the Pardee ER. After a CAT scan and testing I was diagnosed with a small spot of pneumonia in a lung. No COVID 19 or cancer or cardiac conditions. I was prescribed a standard treatment by my family doctor and started the expected recovery. Unfortunately, my body had an extremely adverse reaction to the drugs, and I had to change to a penicillin vaccination which had some positive result, but not enough. My breathing continued to be compromised and I had difficulty swallowing and eating as well as continued limited sleeping. I visited a throat specialist to see if there was a blockage, and a scope did not reveal any obstructions. Now 2 weeks into the event and I was becoming extremely weak. I returned to the Pardee ER on Sunday, September 20 and Monday, September 21 for more Cat Scans and testing which unveiled some major issues. I was told that I still had the pneumonia, a small pulmonary embolism (blood clot) in the lung, and I had a small dissection in the main carotid artery from my heart to my brain. The ER doctor also asked for a consultation with Dr. Joel Callahan a Pardee Neurologist while I was there. As fate would dictate, Dr. Callahan made the critical diagnosis of *Myasthenia Gravis (MG) An Immune Disorder characterized by muscle weakness. The degree of muscle weakness and muscles affected can vary greatly from patient to patient and from time to time. MG is a life-threatening condition that affects breathing*

DATE APPROVED:

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and requires immediate treatment for the person to be able to breathe on their own. The historical impact on the population is approximately 1 per 10,000 people. Many doctors see only one or two cases in a lifetime medical career. In my case my family doctor had never seen a case in his 50 years of medical practice. He took a blood sample and sent it off to the Mayo Clinic for confirmation testing. So, I felt somewhat encouraged but that did not relieve the other identified underlying conditions. The ER Physician in consultation now with Dr. Callahan, a special Cardiac care doctor and the staff at Mission Hospital made the call to get me to Mission as quickly as possible. So, I got the 7-minute helicopter ride to Mission hospital late on the evening of September 21. When I arrived at their ER waiting at my bedside was a new Neurologist, Dr. Jennifer Jones of Mission Neurology. She had consulted with Dr. Callahan and had reviewed all the CAT scans and records, etc. and I spent about 45 minutes telling the entire story while she was studying my every move and action. At the end she said to me. "Bill – I have consulted with the cardiac care staff and we are not urgently concerned about these other conditions, however, you have a very serious case of MG and you need to be treated immediately. We cannot wait for the MG test results to come back in a few days." So, I began an IV treatment within a very short time period after that decision. After two (2) days of treatment there was little, or no signs of improvement and my medical team advised my family that the situation was not good. My body appeared to be resisting the treatment protocol and that I must be put on a life supporting ventilator to stabilize my condition. At this point (Thursday, September 24) I was not aware of my condition. It turned out that I stayed on the ventilator for 7 straight days. I was in and out of consciousness and will save the details of that period for my family, but I will say that it is something I pray none of you will have to experience. On Friday, October 2, 2020, the medical team decided that I had progressed enough to come off the ventilator, another life changing event I will never forget and not a good experience. I spent the next 5 days strapped down with more wires and tubes than a human being can stand. I had more testing and checking than I could ever imagine could be done. I had a blood transfusion and was being fed high nutrition liquids thru a tube inserted in my nose. I had not had any solid food for over 4 weeks and had lost 25 lbs. I started to regain my composure and improving almost daily and finally the medical team got me to eat a little and sit up in bed. On October 7, 2020 they decided I was to be released to the Care Partners Center in Asheville for focused rehabilitation. I was there for 12 days and released to come home on Sunday, October 18, 2020. Here I am, getting stronger each day and grateful to have improved to this stage. I am told my life expectancy has not changed but that I must monitor my condition closely and be aware that my muscle tone can change on short notice. I have the most-highest confidence in our local health care system both at Pardee and at Mission, and we need to express our gratitude to all of these health care providers that are available 24 /7 to help us in a time of need."

PUBLIC HEARING

2nd Public Hearing Regarding the Application for 2020 Community Development Block Grants Coronavirus (CDBG-CV) Program

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

Megan Powell stated The NC Department of Commerce requires public hearings as part of its Community Development Block Grant (CDBG-CV) Program. The program provides for a variety of activities including, but not limited to, activities that prepare, prevent, or respond to the health and economic impacts of COVID-19. The Board of Commissioners scheduled this second of the two required public hearings at their October 5, 2020 meeting.

As required by CDBG regulations, the first public hearing was held by the Board on October 5, prior to this hearing on the specific application. The purpose of the second hearing is to take public comment on the planned uses of the 2020 CDBG-CV grant application which will assist certain citizens who have been negatively impacted by COVID-19 with Rent and Utility assistance. The application will request \$900,000 for this purpose to be utilized as needed for up to thirty (30) months. No local match is required by this grant.

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Public Hearing Notice:

The public hearing on this application was advertised in the Hendersonville Lightning on Wednesday, October 21, 2020 and Wednesday, October 28, 2020.

Public Input

There was none.

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

INFORMAL PUBLIC COMMENT

There was none.

Discussion/Adjustment of Consent Agenda

Chairman Hawkins made the motion to accept the consent agenda minus the setting of a public hearing for Project Emerald. All voted in favor and the motion carried.

CONSENT AGENDA

Minutes – October 21, 2020 Regularly Scheduled Meeting

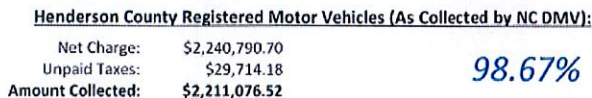
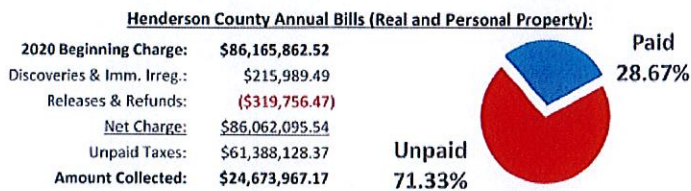
The Board is requested to adopt the Minutes from the October 21, 2020 meeting as presented.

Motion:

I move the Board approves the Minutes of October 21, 2020.

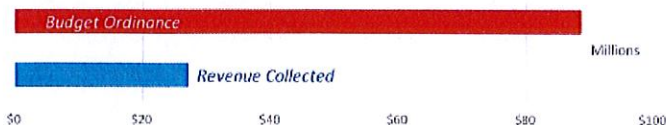
Tax Collector’s Report

Collections Specialist Luke Small had presented the Tax Collector’s Report to the Commissioners dated October 28, 2020 for information only. No action was required.



Henderson County FY21 Budget Analysis:

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$87,594,211.00	Ad Valorem: \$26,885,043.69
Prior Years:	\$1,035,000.00	Prior Years: \$389,665.54
Budget Total:	\$88,629,211.00	YTD Revenue: \$27,274,709.23



2020.96 Pending Releases and Refunds

The pending releases and refunds provided have been reviewed by the Assessor. As a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor’s Office.

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These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

Type:	Amount:
Total Taxes Released from the Charge	\$ 51,670.41
Total Refunds as a Result of the Above Releases	\$ 284.60

Motion:

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

Mills River Fire and Rescue Business Loan

Mills River Fire and Rescue is considering a commercial building loan for \$7,500,000. They presented their budget to the Fire and Rescue Advisory Committee on May 12, 2020, discussing construction of their new main station. The Loan Amount is \$7,500,000 at an interest rate of 2.59% for 180 months with amortization of 360 months. Repayment is for 18 months interest only, during construction followed by Principal & Interest payments monthly thereafter. Mills River Fire and Rescue held a public hearing to discuss the loan agreement on October 30, 2020 at 11:00 am at their department.

As part of the budget process the Fire & Rescue Advisory Committee has unanimously approved the loan for the new main station.

Mills River Fire and Rescue respectfully requests the Board of Commissioners to sign the enclosed letter for financing with First Bank.

Motion:

I move the Board approves the letter to First Bank on behalf of Mills River Fire & Rescue.

Department of Public Safety Lease – Court Services Building

A lease proposal for the Department of Public Safety's (DPS) Juvenile Justice Offices in the County's Court Services Building at 1347 Spartanburg Highway was provided for Board approval. There would be no cost to the state to lease the +/- 1,924 square feet, pursuant to NCGS §15-209. The proposed term of the lease is from November 1, 2020 through October 31, 2023.

Motion:

I move the Board approves the lease proposal between Henderson County and the State of North Carolina for the period of November 1, 2020 through October 31, 2023 and authorize the County Manager to execute documentation on behalf of Henderson County.

2020.97 Proclamation – National Homeless Youth Awareness Month

The Board has received a request from Michael Absher with Only Hope WNC to designate November as National Homeless Youth Awareness Month in Henderson County. The proclamation sets aside this month as National Homeless Youth Awareness Month in Henderson County.

Motion:

I move the Board adopts the Proclamation proclaiming November as National Homeless Youth Awareness Month in Henderson County.

Public Transportation Agency Safety Plan (PTASP)

This Public Transportation Agency Safety Plan (PTASP) describes the policies, procedures, and requirements to be followed by management and operations personnel to provide a safe environment for

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employees, customers, and the general public. The goal of this program is to eliminate the human and fiscal cost of avoidable personal injury and vehicle accidents.

As a recipient of federal grant funding, this plan is required for Apple Country Public Transit by the Federal Transit Administration (FTA). Once the plan is approved by the Board, it will be integrated into the North Carolina Department of Transportation's PTASP. Apple Country will review the plan annually and if any edits are required, the plan will be re-approved by the Board.

Motion:

I move that the Board of Commissioners approves Apple Country Public Transit's PTASP.

Coronavirus Relief Fund – Funding Interlocal Agreements

The State of North Carolina's Coronavirus Relief Fund (CRF) requires that Henderson County disburse 25% of the total funding it has received to our municipalities. The County worked with all the municipalities to ensure an equitable distribution of that 25% total fund and revised the County Plan accordingly.

Municipalities will submit their eligible expenditures to the County on a monthly basis and will be reimbursed once all documentation has been received. The interlocal agreements provided outline that disbursement and the reporting requirements for those funds.

Motion:

I move the Board approves the interlocal agreements and authorize the Chairman to execute the agreements as presented.

Set a public hearing on economic development matters for Project Helios (Project Emerald – removed from consent agenda and not scheduled)

The Board is requested to set a public hearing. The hearing will concern potential economic development project: Project Helios.

The requested date and time for the public hearing is November 18, 2020, at 9:30 a.m.

Motion:

I move that the Board set a public hearing on November 18, 2020, for consideration of economic development matters for Project Helios.

DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA

Chairman Hawkins made the motion to adopt the discussion agenda with the addition of a closed session and statements by Vice-Chairman William Lapsley. All voted in favor and the motion carried

Vice-Chairman William G. Lapsley statement regarding Deputy Ryan Hendrix

“During the early stage of my health condition as you can imagine I was not sleeping and early in the morning of September 18, 2020 I was sitting at my kitchen table concerned about my health condition when I received a text message from Manager Wyatt advising of a deputy down responding to an emergency call. Imagine his surprise when I responded quickly with my concern. He called me and we discussed the situation regarding Deputy Hendrix. I asked him the location and was taken back when he told me it was on Piney Ridge Drive. This address is located approximately 1/2-mile due east of my house. We are separated by a large, wooded tract of land with no direct road access. My question to him was did they know of any additional suspects involved, it was unknown at that early hour. My anxiety level jumped up another notch thinking quickly of my Mills River friend Tommy Bryson who was abducted and killed by a similar violent criminal several years ago. Could a second person be heading

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thru the woods in my direction and end up at my front door any minute? I immediately retrieved my personal firearms (in defending my 2nd amendment right) and positioned myself in a way to protect my home and wife. Fortunately, several hours later Manager Wyatt let me know the Sheriff had advised there was only one perpetrator and that he had been taken out. What a sad story and tragic ending to the life of a true dedicated community hero. Ryan put his life on the line for all of us each day to face those humans that are truly evil in our world. Unfortunately, there will always be evil people out there and we must be on guard to protect ourselves from their immoral and devastating impact on our lives and community. I want to be on record with my community expressing my gratitude to all of those in law enforcement who work daily to protect us. The naming of our County Law Center after Deputy Hendrix is a fitting and reasonable means of showing our gratitude to Ryan and his family for years in the future. I totally support the action taken by my colleagues on this matter.”

Vice-Chairman William G. Lapsley statement regarding Commissioner Charles D. Messer

“I am honored to restate that I served on this Commission for 5 ½ years with my colleague Charles D. Messer. We had a very productive term together and I am immensely proud to have shared many of the most significant advances in our County’s economic successes during that time. The naming of our County Human Services Center after Commissioner Messer is also a very fitting honor for Charlie and his family. I want to be on record with my community that I totally support this action and express my gratitude to Charlie’s family for sharing so many years of his life as a leader and mentor in our community.”

Vice-Chairman William G. Lapsley statement regarding Project Ranger

“In the past week or so there was an incredibly significant economic announcement regarding the development of a new \$650 million manufacturing facility by Pratt & Whitney Aircraft at a location in Southern Buncombe County. I want to point out to the citizens of Henderson County that this new facility is the largest manufacturing investment in WNC over the past 50 years that I have been involved in economic development efforts in our region. This successful effort has taken over a year and will have a long-term impact on our regions financial stability. The average compensation package of around \$ 68,000 per year is a significant increase over the region’s average manufacturing wage and will be game changer. As we all know employment does not recognize county lines and many of these 850 jobs will be filled by residents of Henderson County. The Henderson County taxpayer has no direct financial support for this enormous investment, but I can tell you that former representative McGrady and Senator Edwards were directly involved in the support of this project. There is no way this would have succeeded without their energetic and full commitment. State Government is also to be credited with furnishing critical support both financial and regulatory to make this happen. The significance of this announcement cannot be understated. I hope the news media will continue to follow this story in great detail in the coming months and the impact on our region’s financial success.”

EMS QUICK RESPONSE VEHICLE PURCHASE

Jimmy Brissie stated during March of 2020 Henderson County EMS implemented a comprehensive strategy of staffing and equipping to ensure our personnel operate with the needed safety precautions and operational support. One such strategy includes the deployment of a Quick Response Vehicle (QRV). This vehicle, staffed by field training staff, responds to potential COVID-19 calls to support ambulance crews with additional PPE and manpower, minimizing the exposure to other first responders. This unit also assists with ambulance decontamination at the hospitals. Since March this unit has operated out of the EMS Manager’s vehicle, which has created other operational impacts.

Staff are requesting to use Coronavirus Relief funds to purchase a vehicle dedicated for response and support of COVID emergencies. Federal guidelines state funds must be expended by December 30th. Working with the Finance Department staff have been able to identify a source for the vehicle and will be able to complete the project by the grant deadline. Additional relief funds will be used to replace end of

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life radios in EMS vehicles and upgrade data modems for enhanced data sharing with the hospitals and 911 center.



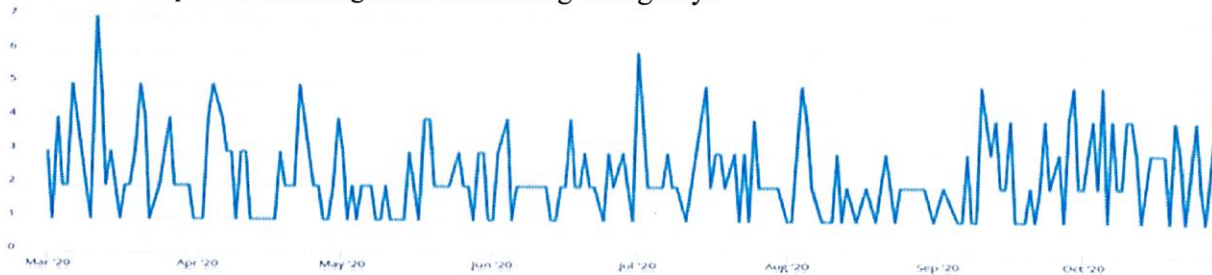
Henderson County
Emergency Services

EMS COVID 19 Response

EMS COVID 19 Response – Impacts

EMS has transported an average of 2-3 patients with COVID related symptoms per day since March 1st.

- March and April surge resulted in a high of 10-17 patients in a day with COVID 19 related symptoms.
- The 911 Center has done an excellent job screening 911 calls for COVID 19.
- Fire Department First Responders are not routinely dispatched for patients with COVID 19 symptoms unless the patient is having a life-threatening emergency.



EMS COVID 19 Response – PPE

1. Surgical mask and eye protection are utilized for all EMS patient encounters, with the patient also wearing a mask.
2. Respirators and Tyvek suits are utilized for suspect or confirmed COVID 19 patients.
3. An aggressive PPE procurement program started early during the pandemic has enhanced staff safety and ensured continuity of operations.



COVID 19 Quick Response Vehicle “QRV”

A “QRV” was established in April to support staff and EMS operations:

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1. Assist staff to safely utilize PPE while caring for COVID patients.
2. On scene support when first responder availability was limited.
3. Assisting staff with decontamination of ambulance and equipment after call, ensuring a quicker return to service.
4. Since March 1st, 2020, a Henderson County EMS QRV has responded over 2,000 times to support EMS staff on COVID related calls, cardiac arrest calls, high patient acuity calls, significant motor vehicle accidents, etc.
5. EMS has not had a staff member diagnosed with COVID 19 due to an on- duty exposure. EMS contributes this safety record due to the support provided by the County for PPE, virtual training and providing the QRV to assure safety of our staff, First Responders, and patients.
6. QRVs are a common resource that many EMS systems utilize to support staff and operations daily.



Commissioner Lapsley made the motion that the Board approves the use of Coronavirus Relief Funds for the purchase of a Quick Response Vehicle for Henderson County EMS to assist with COVID-19 response and the purchase of radios and data modems for EMS, and to approve the necessary signatures and budgetary actions to include the purchase and outfitting the vehicle and equipment. All voted in favor and the motion carried.

COUNTY MANAGER'S REPORT

County Manager Steve Wyatt stated discussions began back in January regarding COVID 19. He felt it was a big deal and immediately took action. Mobile testing sites started in March. We have learned a great deal since then.

November 2, 2020

Steve Wyatt recognized Commissioner Edney for going above and beyond while helping the family of Becky Myers during this difficult time.

Mr. Wyatt noted a letter was received from the City of Hendersonville regarding their plans for a conditional rezoning application for the lot located behind the Historic Courthouse. He asked that any comments be funneled through Attorney Russ Burrell before the deadline.

Tomorrow is election day and Sheriff Griffin had ensured Mr. Wyatt of safety during the process.

Commissioner McCall thanked Jimmy Brissie and the EMS staff for the amazing job they did a couple of weeks ago at 3:00 a.m. transporting her son to the hospital. The professionalism of the EMS was overwhelming. Henderson County is blessed to have the services in the county that we have.

IMPORTANT DATES

Chairman Hawkins reminded citizens of their duty to vote tomorrow and stated every vote counts.

CLOSED SESSION

The Board is requested to go into Closed Session for the following reason:

1. Pursuant to N.C. Gen. Stat § 143-318.11(a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

Commissioner Edney made the motion to go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(5), for the reasons set out in the Request for Board Action in the Board's agenda packet. All voted in favor and the motion carried.

ADJOURN

Chairman Hawkins made the motion to go out of closed session and adjourn at 6:55p.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

Grady Hawkins, Chairman

DURING THE NOVEMBER 2, 2020 REGULAR MEETING, THE BOARD ENACTED THE FOLLOWING

2020.96 Pending Releases and Refunds

2020.97 Proclamation – National Homeless Youth Awareness Month

HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1
Hendersonville, North Carolina 28792
Phone: 828-697-4808 • Fax: 828-692-9855
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GRADY H. HAWKINS
Chairman
WILLIAM G. LAPSLEY
Vice-Chairman

J. MICHAEL EDNEY
REBECCA K. MCCALL
DANIEL J. ANDREOTTA

Valerie D. Moore, Section Chief
Rural Economic Development Division/
State CDBG Program
NC Department of Commerce
4346 Mail Service Center
Raleigh, N.C. 27699-434


Ms. Moore,

This letter is to certify that Henderson County unincorporated areas, and the following municipalities within its boundaries (Town of Fletcher, Village of Flat Rock, City of Hendersonville, and Town of Laurel Park) participate in the National Flood Insurance Program (NFIP). The NFIP is managed by the Federal Emergency Management Agency (FEMA) and is delivered to the public by a network of approximately 60 insurance companies and the NFIP direct.

Each governmental agency listed above have separate local flood damage prevention programs. Each individual program has an administrator who ensures compliance with development within their jurisdictions. Each of the Local Programs adopted their individual local flood damage prevention ordinance by using the exact wording in the Model ordinance that FEMA provides, several are stricter.

All properties within this application fall within one of the above jurisdictions and are covered in the NFIP.

Sincerely,


Grady Hawkins
Chairman

HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1
Hendersonville, North Carolina 28792
Phone: 828-697-4808 • Fax: 828-692-9855
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GRADY H. HAWKINS
Chairman
WILLIAM G. LAPSLEY
Vice-Chairman

J. MICHAEL EDNEY
REBECCA K. MCCALL
DANIEL J. ANDREOTTA


November 2, 2020

Darlene Burgess, Assessor
HENDERSON COUNTY ASSESSOR'S OFFICE
200 N. Grove Street, Suite 102
Hendersonville, N. C. 28792

Dear Mrs. Burgess:

Attached please find tax release requests in the amount of \$51,670.41 and tax refund requests in the amount of \$284.60, reviewed at the Henderson County Board of Commissioners' Meeting on Monday, November 2, 2020. All releases and refunds were approved.

Sincerely,


Grady H. Hawkins, Chairman
Henderson County Board of Commissioners

GHH/tlw

enclosures

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF
COMMISSIONERS**

MEETING DATE: November 2, 2020
SUBJECT: Pending Releases & Refunds
PRESENTER: Darlene Burgess, Tax Administrator
ATTACHMENT: Yes
1. Pending Release/Refund Combined Report

SUMMARY OF REQUEST:

The attached pending releases and refunds have been reviewed by the Assessor. As a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office.

These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

Type:	Amount:
Total Taxes Released from the Charge	\$ 51,670.41
Total Refunds as a Result of the Above Releases	\$ 284.60

BOARD ACTION REQUESTED:

The Board is requested to approve this pending release and refund report as presented.

Suggested Motion:

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

NCPTS Pending Release/Refund Report. Monday, October 19, 2020*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CASE, LARRY DEAN	0000227005-2020-2020-0000	MANUFACTURED HOME IS PERSONAL PROPERTY AND NOT REAL PROPERTY. REMOVED AS REAL PROPERTY FOR 2020.	(\$74,200)	7426	WCRUMPLER	1113 PLEASANT GROVE RD HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$1,300.68 \$0.00 \$266.63	\$0.00 \$0.00 \$0.00	\$416.26 \$0.00 \$85.33	\$0.00 \$0.00 \$0.00
OWNER TOTAL:												
CONNELLY, THOMAS EUGENE	0003084950-2019-2019-0000	TRAILER SOLD 1/25/18. ABSTRACT VOIDED FOR 2019.	(\$74,200) (\$1,573)	7416	HSALTER	30 THUMPER LN ARDEN NC 28704	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$8.82 \$0.88 \$1.73	\$0.00 \$0.00 \$0.00	\$501.59 \$8.82 \$0.88 \$9.70 \$1.73	\$0.00 \$0.00 \$0.00 \$0.00
OWNER TOTAL:												
	0003084950-2020-2020-0000	TRAILER SOLD 1/25/18. ABSTRACT VOIDED FOR 2020.	(\$1,516)	7417	HSALTER	30 THUMPER LN ARDEN NC 28704	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$8.50 \$0.85 \$1.67	\$0.00 \$0.00 \$0.00	\$11.60 \$8.50 \$0.85 \$9.35 \$1.67	\$0.00 \$0.00 \$0.00 \$0.00
OWNER TOTAL:												
GRAY, RONNIE P	0003098602-2020-2020-0000	PROPERTY OWNED BY DEPARTMENT OF TRANSPORTATION AS OF 5/31/19.	(\$3,089) (\$47,900)	7432	SMCCALL	0 NO ADDRESS ASSIGNED HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: FLETCHER FIRE TAX	\$268.72 \$0.00 \$55.09	\$0.00 \$0.00 \$0.00	\$22.79 \$268.72 \$0.00 \$55.09	\$0.00 \$0.00 \$0.00 \$0.00
OWNER TOTAL:												
GREAT AMERICA FINANCIAL SERVICES CORPORATION	00025890527-2020-2020-0000	BILLED DUE TO CLERICAL ERROR. ABSTRACT VOIDED FOR 2020.	(\$47,900) (\$538)	7420	HSALTER	814 GREENVILLE HWY HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$3.02 \$0.00	\$0.00 \$0.00	\$323.81 \$3.02 \$0.00 \$3.02	\$0.00 \$0.00 \$0.00 \$0.00
OWNER TOTAL:												
INFINITY OF NC LLC	0002565178-2020-2020-0000	BUSINESS CLOSED IN 2018.	(\$538) (\$116,206)	7441	HSALTER	130 CHRISTEL LN ARDEN NC 28704	COUNTY	TAX LATE LIST FEE TOTAL:	\$651.92 \$65.19	\$0.00 \$0.00	\$3.02 \$651.92 \$65.19 \$717.11	\$0.00 \$0.00 \$0.00 \$0.00
OWNER TOTAL:												
ABSTRACT TOTAL:												
ABSTRACT TOTAL:												

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Monday, October 19, 2020*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
OSTEEN, RANDI LEWIS	0002693757-2018-2018-0000	ADJUSTMENT CREATED TO CORRECT A CLERICAL ERROR. ABSTRACT ADJUSTED TO CORRECTLY REFLECT PROPERTY REPORTED FOR 2018.	(\$5,644)	7414	KDECKARD	2024 ASHEVILLE HWY HENDERSONVILLE NC 28792	COUNTY	TAX	\$223.01	\$223.01	\$31.89	\$31.89
								LATE LIST FEE	\$22.30	\$22.30	\$3.19	\$3.19
								TOTAL:			\$35.08	\$35.08
								ABSTRACT TOTAL:			\$35.08	\$35.08
	0002693757-2019-2019-0000	ADJUSTMENT CREATED TO CORRECT A CLERICAL ERROR. ABSTRACT ADJUSTED TO CORRECTLY REFLECT PROPERTY REPORTED FOR 2019.	(\$4,476)	7415	KDECKARD	2024 ASHEVILLE HWY HENDERSONVILLE NC 28792	COUNTY	TAX	\$193.04	\$193.04	\$25.11	\$25.11
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$25.11	\$25.11
								ABSTRACT TOTAL:			\$25.11	\$25.11
OWENSBY, GARY	0000592953-2020-2020-0000	MANUFACTURED HOME IS REAL PROPERTY ON PARCEL 9950289 AND NOT PERSONAL PROPERTY. PERSONAL PROPERTY ABSTRACT VOIDED.	(\$39,902)	7429	RJONES	207 BYERS DR HENDERSONVILLE NC 28792	COUNTY	TAX	\$116.69	\$116.69	\$116.69	\$284.60
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$116.69	\$116.69
								ABSTRACT TOTAL:			\$116.69	\$116.69
	0003100081-2020-2020-0000	WATERCRAFT DOUBLE BILLED ON ABSTRACTS 3100081 AND 3100081. ABSTRACT 2431303 VOIDED.	(\$20,800)	7440	DTUCKER	737 MINE GAP RD ZIRCONIA NC 28790	COUNTY	TAX	\$9.03	\$9.03	\$9.03	\$0.00
								LATE LIST FEE	\$0.90	\$0.90	\$0.90	\$0.00
								TOTAL:			\$9.93	\$0.00
								ABSTRACT TOTAL:			\$9.93	\$0.00
	0000192624-2020-2020-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 192624 AND 2561836. ABSTRACT 192624 VOIDED.	(\$1,610)	7424	RJONES	331 PACE CREEK RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$16.27	\$16.27	\$16.27	\$0.00
								LATE LIST FEE	\$1.63	\$1.63	\$1.63	\$0.00
								TOTAL:			\$17.90	\$0.00
								ABSTRACT TOTAL:			\$17.90	\$0.00
RYDER TRUCK RENTAL, INC.	0003086079-2020-2020-0000	ABSTRACT VOIDED FOR 2020 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES DUE TO CHANGE MADE BY BUSINESS.	(\$2,900)	7422	KDECKARD	65 OLD BRICKYARD RD FLETCHER NC 28732	COUNTY	TAX	\$20,757.59	\$20,757.59	\$21.57	\$0.00
								LATE LIST FEE	\$2,075.76	\$2,075.76	\$2,075.76	\$0.00
								TOTAL:			\$22,833.35	\$0.00
								ABSTRACT TOTAL:			\$22,833.35	\$0.00
	0003086079-2020-2020-0000	ABSTRACT VOIDED FOR 2020 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES DUE TO CHANGE MADE BY BUSINESS.	(\$3,700,106)	7422	KDECKARD	65 OLD BRICKYARD RD FLETCHER NC 28732	COUNTY	TAX	\$4,255.12	\$4,255.12	\$4,255.12	\$0.00
								LATE LIST FEE	\$425.51	\$425.51	\$425.51	\$0.00
								TOTAL:			\$4,680.63	\$0.00
								ABSTRACT TOTAL:			\$4,680.63	\$0.00

*Adjustments submitted for approval on or before

HENDERSON COUNTY BOARD OF COMMISSIONERS

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

GRADY H. HAWKINS
Chairman
WILLIAM G. LAPSLEY
Vice-Chairman

J. MICHAEL EDNEY
REBECCA K. MCCALL
DANIEL ANDREOTTA

November 2, 2020

First Bank
11 Church Street
Asheville, NC 28801

Re: Loan Agreement between First Bank and Mills River Fire & Rescue Department, Inc.

Dear Sirs:

I am Chairman of the County Commissioners of Henderson County. This letter is to advise you that Mills River Fire & Rescue Department, Inc., is a qualified Fire Department assigned to protect a specific Fire District within this County.

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

The Fire Department has made us aware of their intention to acquire new capital assets through a loan transaction with your firm. Please be advised that the County has no objection to this transaction.

Sincerely,


Chairman
Henderson County Board of Commissioners

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

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 2nd day of November, 2020, by and between COUNTY of HENDERSON, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

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

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

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

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 +/- 1,924 net square feet of office space located at 1347 Spartanburg Hwy, Suite 3, Hendersonville, Henderson County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY (Juvenile Justice)

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 commencing on the 1st day of November, 2020 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of October, 2023.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

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 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. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The 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 an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable 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.

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 Sq., Suite 2, Hendersonville, North Carolina 28792** and the Lessee at **4227 Mail Service Center, 3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. 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.

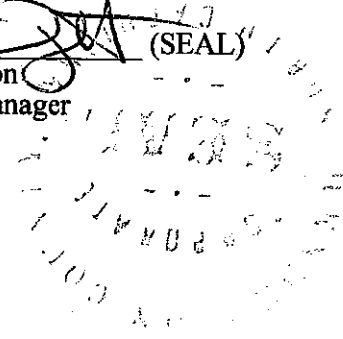
15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization 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."

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


STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DPS-Purchase and Logistics

LESSOR:  (SEAL)
The County of Henderson
Steve Wyatt, County Manager



ATTEST:

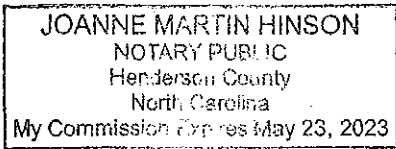

Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Hendersonville

I, JoAnne Martin Hinson, a Notary Public in and for the County and State aforesaid, do hereby certify that **Steve Wyatt**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Henderson County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 2nd day of November, 2020.



JoAnne Martin Hinson
Notary Public

My Commission Expires:

May 23, 2023

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2020.

Notary Public

My commission expires:

HENDERSON COUNTY BOARD OF COMMISSIONERS

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

GRADY H. HAWKINS
Chairman
WILLIAM G. LAPSLEY
Vice-Chairman

J. MICHAEL EDNEY
REBECCA MCCALL
DANIEL ANDREOTTA

PROCLAMATION

November – National Homeless Youth Awareness Month

- WHEREAS,** the month of November is designated as National Homeless Youth Awareness Month; and
- WHEREAS,** this designation was declared by the U. S. House and Senate in 2007 and serves as an outlet to increase public awareness of an ongoing issue occurring in every city across the United States; and
- WHEREAS,** the nation's public schools report between 1.3 and 1.7 million homeless students grades pre-k through 12th grade; and
- WHEREAS,** we realize that adolescents become homeless, becoming separated from their caregivers and homes for various reasons, often putting them in precarious situations; and that school is often the most safe and stable environment for these youth; and
- WHEREAS,** we recognize in Henderson County that roughly 2.5 percent of our youth are identified as homeless; and
- WHEREAS,** Only Home WNC, Inc. is a local non-profit whose mission is to promote the value of education, honor individuality and diversity, nurture respect for self and others, and provide hope for young people in need in the community; and
- WHEREAS,** Only Hope WNC, Inc. will be hosting a sleep out on November 6 - November 7 at the Historic Courthouse on Main Street in Downtown Hendersonville in an effort to draw attention and support for youth homelessness; and
- WHEREAS,** an effort is being made by the board members of Only Hope WNC, Inc. to raise community-wide awareness of homeless youth in Henderson County;

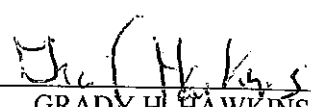
NOW, THEREFORE, BE IT RESOLVED, that we, the Henderson County Board of Commissioners, do hereby proclaim November 2020 as "Homeless Youth Awareness Month" in Henderson County, and applaud the efforts of those who serve and help fight youth homelessness in Henderson County.

Adopted, this 2nd day of November 2020.

ATTEST:



Teresa L. Wilson, Clerk to the Board


GRADY H. HAWKINS, Chairman
Henderson County Board of Commissioners

**Interlocal Agreement Between the County of Henderson
And the City of Saluda
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act**

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 13th day of October 2020, by and between the County of Henderson, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Saluda, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately \$4.067 billion in CRF funds, including approximately \$481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates \$300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is \$4,439,236, and of that amount, the municipal governments within the County share \$1,109,809; and

WHEREAS, the Municipality's CRF allocation (to be used as reimbursement for qualifying expenditures) is \$715.

NOW, THEREFORE, it is agreed as follows:

1. The County shall allocate to the Municipality \$715 as the Municipality's share for reimbursement for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.
2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.

3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.
4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.
5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by the 19th day of each month (or the previous business day if the 19th is on a weekend) for the County to upload to the State portal (Attachments C-1 and C-2 and supporting documentation). Following receipt of the monthly reports and substantiation for the amount requested for reimbursement, as required by OSBM, the County shall reimburse the Municipality for the funds expended.
6. A Final Report (Attachment F) will be required when the Municipality's allocation is fully spent or by November 20th, whichever is earlier. It is the County's intent to reallocate any unspent funds by December 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to:

City of Saluda
6 East Main Street
PO Box 248
Saluda, NC 28773-0248

If to the County, to:

Office of the County Manager
1 Historic Courthouse, Suite 2
Hendersonville, NC 28792

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

City of Saluda

County of Henderson

By:



Mayor

By:



Chair, Board of Commissioners

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



Finance Director of Henderson County

**Interlocal Agreement Between the County of Henderson
And the Town of Laurel Park
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act**

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 20th day of October 2020, by and between the County of Henderson, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Laurel Park, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately \$4.067 billion in CRF funds, including approximately \$481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates \$300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is \$4,439,236, and of that amount, the municipal governments within the County share \$1,109,809; and

WHEREAS, the Municipality's CRF allocation (to be used as reimbursement for qualifying expenditures) is \$98,226.

NOW, THEREFORE, it is agreed as follows:

1. The County shall allocate to the Municipality \$98,226 as the Municipality's share for reimbursement for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.
2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.

3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.
4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.
5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by the 19th day of each month (or the previous business day if the 19th is on a weekend) for the County to upload to the State portal (Attachments C-1 and C-2 and supporting documentation). Following receipt of the monthly reports and substantiation for the amount requested for reimbursement, as required by OSBM, the County shall reimburse the Municipality for the funds expended.
6. A Final Report (Attachment F) will be required when the Municipality's allocation is fully spent or by November 20th, whichever is earlier. It is the County's intent to reallocate any unspent funds by December 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to:

Town of Laurel Park
441 White Pine Drive
Laurel Park, NC 28739-0910

If to the County, to:

Office of the County Manager
1 Historic Courthouse, Suite 2
Hendersonville, NC 28792

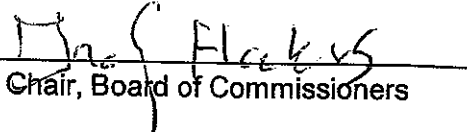
9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Town of Laurel Park

County of Henderson

By: 
Mayor

By: 
Chair, Board of Commissioners

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


Finance Director of Henderson County