

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
MONDAY, DECEMBER 7, 2020**

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

Those present were: Commissioner Mike Edney, Commissioner David Hill, Commissioner Rebecca McCall, Commissioner Daniel Andreotta, Commissioner William Lapsley, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Finance Director Samantha Reynolds, Director of Business and Community Development John Mitchell, Engineer Marcus Jones, Sheriff Lowell Griffin, Emergency Management/Rescue Coordinator Jimmy Brissie, Budget Manager Megan Powell, Planning Director Autumn Radcliff, Budget Analyst Sonya Flynn, 911 Director Lisha Stanley, Planner Janna Peterson, HR Director Karen Ensley, Registrar of Deeds Lee King, Purchasing Agent Doug Guffey, Wellness Manager Jamie Gibbs, Public Health Director Steve Smith, DSS Director Jerrie McFalls, Project Engineer Natalie Berry & PIO Kathy Finotti – videotaping, Lieutenant Mike Marsteller and Deputy Jeff Corn as security.

Absent was: County Manager Steve Wyatt

INVOCATION

The invocation was provided by Aaron Andreotta, son of Commissioner Daniel Andreotta.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Charlie Brake of the Leaders in Training 4-H Club.

SWEARING IN CEREMONY

Newly Elected Commissioner Daniel J. Andreotta was sworn in by Registrar of Deeds Lee King, while his grandson Lawson Norman, Jones Andreotta, and granddaughter McKenna Norman held the Bible for the ceremony.

His wife Candy, daughter Alyssa & her husband Jeff Norman, son Aaron Andreotta & his wife Hannah & son John-Ralph, were in attendance.

Newly Elected Commissioner David H. Hill was sworn in by Registrar of Deeds Lee King while his wife Lisa, daughter Michaela and daughter Marissa held the Bible.

His son-in-law Cale Maybin, sister Sandra Erwin, brother-in-law Rodney Erwin, Niece Hope, Nephew Isaac, sister Sheila Bishop, brother-in-law Wayne Bishop, and his mother Martha Hill were present.

CALL TO ORDER/WELCOME

Attorney Russ Burrell called the organizational meeting to order and welcomed all in attendance.

ELECTION OF CHAIR

County Attorney Russ Burrell stated according to Section 153A-39 of the North Carolina General Statutes, on the first regular meeting of this Board during December this Board must select a chairman. The chairman will serve until a successor is elected on the first Monday evening of December in 2021. After

DATE APPROVED: January 20, 2021

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the chairman is selected, he will preside over the meeting.

Mr. Burrell opened the floor for nominations.

Commissioner McCall nominated Commissioner Lapsley for chairman.

Hearing no further nominations, *Commissioner Edney made the motion to close nominations and accept the appointment of William Lapsley as chairman by acclamation. All voted in favor and the motion carried.*

The meeting was turned over to Chairman Lapsley.

ELECTION OF VICE-CHAIR

Commissioner Edney nominated Commissioner McCall for vice-chair.

Hearing no further nominations, *Commissioner Edney made the motion to close nominations and accept the appointment of Rebecca McCall as vice-chair. All voted in favor and the motion carried.*

RECOGNITION of Colonel Grady Hawkins / RESOLUTION in Appreciation and Recognition 2020.107

Chairman Lapsley stated Colonel Grady Hawkins was initially elected to the Board of Commissioners from District 5 in 1996 and served from December 2, 1996 through December 6, 2004. Colonel Hawkins was re-elected to the Board of Commissioners in 2012 and served from December 3, 2012 through December 7, 2020.

Chairman Lapsley read the resolution aloud.

Whereas, Colonel Grady Hawkins was initially elected to the Board of Commissioners from District 5 in 1996, and served from December 2, 1996 through December 6, 2004; and

Whereas, Colonel Hawkins was re-elected to the Board of Commissioners in 2012, and served from December 3, 2012 through December 7, 2020; and

Whereas, throughout his sixteen years of service to the citizens of Henderson County he has worked diligently to honor the best interests of his district and to improve the quality of life of all Henderson County North Carolinians; and

Whereas, during his tenure as a member of the Board of Commissioners, Colonel Hawkins has served as Chairman and Vice-Chairman of the Board, has served on the Governmental Financing Corporation, Local Government Committee for Cooperative Action, Henderson County Planning Board and the Land-of-Sky Regional Council; and

Whereas, Colonel Hawkins also serves as the liaison on the Mountain Area Workforce Development Board and the Fire and Rescue Advisory Committee; and

Whereas, it is fitting and proper that Colonel Grady Hawkins be rightfully honored on this day for a life dedicated to the service to the people of Henderson County, North Carolina, and the United States of America;

Now, Therefore, Be It Resolved that the Henderson County Board of Commissioners hereby express their sincere appreciation to Colonel Grady Hawkins for his contributions to Henderson County, the State of

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North Carolina, and the citizens of the United States through his legacy of military service.

Chairman Lapsley presented Grady Hawkins with a letter from Senator Richard Burr. Senator Tom Tillis' representative Jordan Barns presented a letter from Senator Tom Tillis to Grady Hawkins. Each Commissioner presented a token of appreciation to Colonel Hawkins. He was given a standing ovation.

Chairman Lapsley made the motion to adopt the Resolution as presented. All voted in favor and the motion carried.

RESOLUTION commemorating the 79th Anniversary of the Attack on Pearl Harbor 2020.108

Chairman Lapsley read the Resolution aloud.

- Whereas,** seventy-nine years ago on December 7, 1941 the military installations of the United States at Pearl Harbor and elsewhere on the island of Oahu, Hawaii were attacked without warning by aircraft of the Imperial Japanese Navy; and
- Whereas,** that attack lasted for approximately 5 hours, during which 2,403 members of the United States military were killed or mortally wounded, 1,247 members were wounded, and 57 civilians lost their lives; and
- Whereas,** during that attack by Japanese aircraft, the United States also suffered losses of facilities, naval vessels and aircraft; and
- Whereas,** on December 8, 1941, the day after the attack on Pearl Harbor, Congress declared war against Japan, and three days later against Germany, beginning the involvement of the United States in a global conflict that would shape our world for years to come; and
- Whereas,** after nearly four years of warfare the Japanese surrendered, and World War II came to an end on September 2, 1945; and
- Whereas,** in 1950, the USS Arizona, one of the battleships of the United States sunk at Pearl Harbor, which became a final resting place for many of the 1,177 crew members of that battleship, was recognized as a national monument and educational site for citizens of the United States and international visitors alike; and
- Whereas,** in 1994, Congress designated December 7th of each year as National Pearl Harbor Remembrance Day and requested that the day be observed by a Presidential proclamation calling on the people of the United States, including all departments, agencies, and instrumentalities of the Federal Government, interested organizations, groups and individuals, to fly the flag of the United States at half-staff and to observe the day with appropriate ceremonies, in honor of the individuals who died as a result of their service at Pearl Harbor;

Now, Therefore Be It Resolved, that the Henderson County Board of Commissioners declare December 7th a day for Henderson County local government and its citizens to observe and remember this important day in history.

Chairman Lapsley made the motion to adopt the Resolution as presented. All voted in favor and the motion carried.

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PUBLIC HEARING

Public Hearing for Consideration of Final approval of a Financing Contract for Projects at Blue Ridge Community College 2020.109

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

A public hearing has been scheduled on December 7, 2020, at 5:30 p.m. in the above matter. Notice was published in the *Hendersonville Lightning* on November 11, 2020, and again on November 18, 2020.

Finance Director Samantha Reynolds stated the Board gave notice that this hearing would be conducted concerning the approval of the execution and delivery of the Financing Contract and the County's the acquisition, construction and equipping of the Project. Under the proposal, the County would pay the capital costs of partial demolition, partial renovation and construction a new buildings on the grounds of the Flat Rock, North Carolina, campus of Blue Ridge Community College as anticipated in North Carolina Session Law 2019-66 (the "Project"). This would be done pursuant to an installment financing contract (the "Contract"), in a principal amount not to exceed \$26,000,000 under which the County will make certain installment payments in order to make the Project available to Blue Ridge Community College.

At the conclusion of the public hearing, the Board may choose to take action, delay action to a subsequent meeting, or take no action.

Public Input:

There was none.

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

Commissioner Edney made the motion to approve the Resolution and Financing Contract for Projects at Blue Ridge Community College. All voted in favor and the motion carried.

The Finance Director of the County of Henderson, North Carolina (the "County") reported to the Board of Commissioners of the County (the "Board") that notice of a public hearing was published on November 11 and 18, 2020, stating that the Board would hold a public hearing at 5:30 p.m. on December 7, 2020 to receive public comments on the proposed execution and delivery by the County of (1) an installment financing contract in a principal amount not to exceed \$26,000,000 (the "Contract"), the proceeds of which would be used to finance the renovation and expansion of the Patton Building on the campus of Blue Ridge Community College (the "BRCC Facility") and the construction and equipping of a police training facility (collectively, the "Project"), and (2) a deed of trust, security agreement and fixture filing (the "Deed of Trust") under which the County would grant a lien on the County's fee simple interest in the real property on which the BRCC Facility is located, together with the improvements thereon, as may be required for the benefit of the entity providing the funds to the County under the Contract.

The Chairman of the Board then announced that the Board would hear anyone who wished to be heard on the questions of the proposed Contract, the Deed of Trust and the Project to be financed thereby.

After the closing of the public hearing, Commissioner Edney moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted, by reading the title thereof (further reading waived without objection):

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON,
NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND
PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

WHEREAS, the County of Henderson, North Carolina (the “*County*”) is a political subdivision validly existing under the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina, to (1) purchase real and personal property, (2) enter into installment purchase contracts to finance the purchase or improvement of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased or improved to secure repayment of the purchase price;

WHEREAS, the Board of Commissioners of the County (the “*Board*”) has previously determined that it is in the best interest of the County to enter into an Installment Financing Contract dated as of February 1, 2021 (the “*Contract*”) with the Henderson County Governmental Financing Corporation (the “*Corporation*”) in order to (1) finance the renovation and expansion of the Patton Building on the campus of Blue Ridge Community College (the “*BRCC Facility*”) and the construction and equipping of a police training facility (collectively, the “*Project*”), and (2) pay certain costs incurred in connection with the execution and delivery of the Project;

WHEREAS, to secure its obligations under the Contract, the County will execute and deliver a Deed of Trust, Security Agreement and Fixture Filing dated as of February 1, 2021 (the “*Deed of Trust*”), granting a lien on the County’s fee simple interest in the real property on which the BRCC Facility will be located, together with the improvements thereon;

WHEREAS, the Corporation will execute and deliver an aggregate principal amount not to exceed \$26,000,000 of its Limited Obligation Bonds (collectively, the “*Bonds*”), each evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the Bonds to PNC Capital Markets LLC (the “*Underwriter*”), the Corporation will enter into a Contract of Purchase to be dated on or about January 28, 2021 (the “*Purchase Contract*”) between the Corporation and the Underwriter relating to the Bonds, and the County will execute a Letter of Representation to the Underwriter (the “*Letter of Representation*”);

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;
- (3) an Indenture of Trust dated as of February 1, 2021 (the “*Indenture*”) between the Corporation and U.S. Bank National Association, as trustee; and
- (3) the Purchase Contract and the Letter of Representation.

WHEREAS, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having

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been presented to the Board, and a final Official Statement relating to the Preliminary Official Statement (together with the Preliminary Official Statement, the "*Official Statement*"), which Official Statement will contain certain information regarding the County;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the Board has conducted a public hearing on this date to receive public comment on the proposed Contract and the transactions contemplated thereby; and

WHEREAS, the County has filed an application to the LGC for approval of the Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Instruments.*** All actions of the County, the Chairman of the Board (the "*Chairman*"), the Clerk to the Board (the "*Clerk*"), the County Manager, the Finance Director, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and of the final Official Statement by the Underwriter in connection with the sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Chairman, the County Manager and the Finance Director are each hereby authorized and directed, individually and collectively, to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as each may approve.

Section 3. ***Authorization to Execute the Contract.*** The County approves the financing of the Project in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Chairman, the Clerk, the County Manager and the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. ***Authorization to Execute the Deed of Trust.*** The County approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Chairman, the Clerk, the County Manager, the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content of the Deed of Trust presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the

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County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board. From and after the execution and delivery of the Deed of Trust, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. **Purchase Contract and Letter of Representation.** The form and content of the Purchase Contract are hereby approved in all respects, and the County Manager or the Finance Director is authorized to execute the Letter of Representation for the purposes stated therein. The County Manager and the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Letter of Representation, including necessary counterparts, in substantially the form and content of the Letter of Representation presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Letter of Representation presented to the Board. From and after the execution and delivery of the Letter of Representation, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Letter of Representation as executed.

Section 6. **County Representative.** The Chairman, the County Manager and the Finance Director are hereby designated as the County's Representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Chairman, the County Manager and the Finance Director are authorized, individually and collectively, to proceed with the transactions contemplated by the Contract in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated by this Resolution as required by law. The County's representatives or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Preliminary Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary or appropriate to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution. Without limiting the foregoing, the Finance Director is hereby authorized and directed to select one or more financial institutions to serve as an additional Underwriter for the Bonds if the Finance Director determines, in his discretion, that such an appointment is necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 7. **Severability.** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. **Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. **Effective Date.** This Resolution is effective on the date of its adoption.

On motion of Commissioner Edney, the foregoing resolution entitled "RESOLUTION OF THE

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BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS” was duly adopted by the following vote:

AYES: 5
NAYS: 0

INFORMAL PUBLIC COMMENT

There was none.

DISCUSSION/ADJUSTMENT OF CONSENT AGENDA

Commissioner Edney made the motion to accept the consent agenda with comments regarding Budget Amendment – dues and NonProfits, Lease Agreement – Congressional District Office, Schedule Special Called Meeting, and Ratification of Contract. All voted in favor and the motion carried.

CONSENT AGENDA

Review of Public Officials’ Bond

Pursuant to N.C. Gen. Stat. §58-72-20 (and the Board’s Rules of Procedure), the next order of business at the Board’s annual organizational meeting is the annual review and approval of the size and issuer of the bonds for county public officials for the coming year.

Under §58-72-20:

The bonds of the officers named in G.S. 58-72-10 shall be carefully examined on the first Monday in December of every year, and if it appears that the security has been impaired, or for any cause become insufficient to cover the amount of money or property or to secure the faithful performance of the duties of the office, then the bond shall be renewed or strengthened, the insufficient security increased within the limits prescribed by law, and the impaired security shall be made good; but no renewal, or strengthening, or additional security shall increase the penalty of said bond beyond the limits prescribed for the term of office.

The following are the current bond amounts, all of which meet the requirements of the General Statutes:

PUBLIC OFFICIAL	BOND AMOUNT	BOND COMPANY
Lowell Griffin, Sheriff	\$25,000.00	Fidelity and Deposit Co.
Lee King, Register of Deeds	\$50,000.00	Fidelity and Deposit Co.
Darlene Burgess, Tax Collector	\$1,000,000.00	Fidelity and Deposit Co.
Deputy Tax Collectors	\$250,000.00	Fidelity and Deposit Co.
Samantha Reynolds, Finance Director	\$1,000,000.00	Fidelity and Deposit Co.

Motion:

I move that the Board approve the public officials’ bonds as proposed.

Minutes – November 18, 2020 Regularly Scheduled Meeting

The Board is requested to adopt the Minutes from the November 18, 2020 meeting as presented.

Motion:

I move the Board approves the Minutes of November 18, 2020.

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Tax Collector’s Report

Collections Specialist Luke Small had presented the Tax Collector’s Report to the Commissioners dated November 24, 2020 for information only. No action was required.

Re: Tax Collector’s Report to Commissioners - Meeting Date December 7, 2020

Please find outlined below collections information through November 23, 2020 for 2020 real and personal property bills mailed on August 1, 2020. Vehicles taxes are billed monthly by NC DMV.

Henderson County Annual Bills (Real and Personal Property):

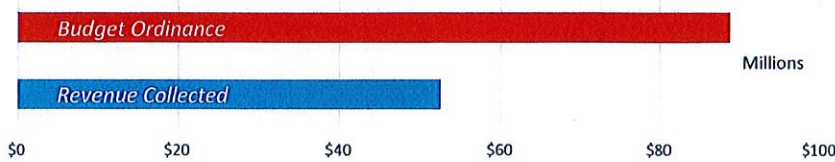
2020 Beginning Charge:	\$86,167,918.44	
Discoveries & Imm. Irreg.:	\$258,716.14	
Releases & Refunds:	(\$395,444.84)	
Net Charge:	\$86,031,189.74	
Unpaid Taxes:	\$36,912,277.79	
Amount Collected:	\$49,118,911.95	Unpaid 42.91%

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

Net Charge:	\$3,076,611.64	98.96%
Unpaid Taxes:	\$32,082.22	
Amount Collected:	\$3,044,529.42	

Henderson County FY21 Budget Analysis:

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$87,594,211.00	Ad Valorem: \$52,163,441.37
Prior Years:	\$1,035,000.00	Prior Years: \$461,289.01
Budget Total:	\$88,629,211.00	YTD Revenue: \$52,624,730.38



Pending Releases and Refunds 2020.111

The 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	\$ 6,230.97
Total Refunds as a Result of the Above Releases	\$ 48.71

Motion:

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

County Financial Report/Cash Balance Report – October 2020

The October 2020 County Financial and Cash Balance Reports were provided for the Board’s review and approval.

The following are explanations for departments/programs with higher budget to actual percentages for the month of October:

- Non-profit contributions – payment of 2nd quarter Board approved appropriations
- Elections – timing of expenditures related to 2020 elections
- Emergency Management – FEMA expenditure reimbursement to partner agencies and timing of Board approved purchases
- Rescue Squad – payment of 2nd quarter Board approved appropriations
- Heritage Museum – timing of monthly Board approved appropriations
- Medical Services – Autopsies – timing and quantity of services provided
- Mental Health – payment of 2nd quarter Board approved maintenance of effort (MOE)
- Juvenile Justice – timing of provider appropriations
- Public Education – payment of 4th of 10 annual appropriations made to the public school system

The project to date deficit the BRCC Patton Building Project is due to the payment of architect fees and other expenditures for the project in the Capital Projects Fund, to be reimbursed from a future financing.

Motion:

I move that the Board of Commissioners approves the October 2020 County Financial Report and Cash Balance Report as presented.

Henderson County Public Schools Financial Reports – October 2020

The Henderson County Public Schools October 2020 Local Current Expense Fund / Other Restricted Funds Report was provided for the Board's information.

Motion:

I move that the Board of Commissioners approves the Henderson County Public Schools October 2020 Financial Reports as presented.

2021 Proposed Schedule of Regular Meeting Dates

The proposed 2021 Schedule of Regular Meeting Dates for Henderson County Board of Commissioners.

Monday, January 4, 2021	5:30 p.m.
(Budget Retreat) Wednesday, January 20, 2021	9:30 a.m.
Monday, February 1, 2021	5:30 p.m.
Wednesday, February 17, 2021	9:30 a.m.
Monday, March 1, 2021	5:30 p.m.
Wednesday, March 17, 2021	9:30 a.m.
Monday, April 5, 2021	5:30 p.m.
Wednesday, April 21, 2021	9:30 a.m.
Monday, May 3, 2021	5:30 p.m.
Wednesday, May 19, 2021	9:30 a.m.
Monday, June 7, 2021	5:30 p.m.
Wednesday, June 16, 2021	9:30 a.m.
NO FIRST MONDAY MEETING IN JULY	
Wednesday, July 21, 2021	9:30 a.m.
Monday, August 2, 2021	5:30 p.m.
Wednesday, August 18, 2021	9:30 a.m.

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Tuesday, September 7, 2021	5:30 p.m.
Wednesday, September 15, 2021	9:30 a.m.
Monday, October 4, 2021	5:30 p.m.
Wednesday, October 20, 2021	9:30 a.m.
Monday, November 1, 2021	5:30 p.m.
Wednesday, November 17, 2021	9:30 a.m.
Monday, December 6, 2021	5:30 p.m.
NO THIRD WEDNESDAY MEETING IN DECEMBER	

Motion:

I move that the Board approves the 2021 Proposed Schedule of Regular Meeting Dates as presented.

Purchase of 50 Computer Workstations

The Board is requested to approve the low bid and authorize staff to proceed with the procurement of 50 Computer Workstations. Bidding was conducted between September 23, 2020 and October 2, 2020. The bidder with the lowest overall cost was Dell for a total price including taxes of \$96,561.24

Fifty computer replacements were approved for the Department of Social Services as part of the FY2021 Information Technology listing. \$110,000.00 was budgeted in the FY2021 Budget for the purchase of these computer workstations.

Motion:

I move the Henderson County Board of Commissioners to accept the low bid from Dell and authorize Henderson County staff to proceed with the purchase of 50 computer workstations in the amount of \$96,561.24.

Local Emergency Planning Committee (LEPC) Annual Report

Pursuant to Article 2-7 of the Local Emergency Planning Committee By-Laws, the 2020 annual report is hereby submitted. The membership roster for 2021 is also submitted for approval.

LEPC MEETINGS

The Henderson County LEPC held quarterly meetings during 2020. The January meeting was hosted by LEPC member Sierra Nevada at their facility. Attendees were provided an overview of Sierra Nevada's safety programs. Remaining quarterly meetings were held virtually to maintain safe practices during the pandemic.

I-26 CONSTRUCTION

During each 2020 LEPC meeting NCDOT staff provided updates and requested feedback from stakeholders regarding the I-26 widening project. DOT Staff continue to regularly coordinate with emergency responders and local hospitals during the project.

HAZARD MITIGATION PLAN

The South Mountains Regional Hazard Mitigation Plan was finalized and adopted by local authorities. This plan was also approved by NCEM and FEMA. Mitigation plans enable communities to be better prepared for disasters and ensure eligibility for state and federal assistance after a disaster. [A copy of the plan may be viewed here.](#)



CORONAVIRUS (COVID-19)

The Henderson County Department of Public Health, working with partner agencies such as Pardee Hospital, Advent Health, Blue Ridge Health and Emergency Management conducted regular coordination calls with the medical community to discuss strategies and impacts for the response to COVID-19. Pardee Hospital and Henderson County sponsored one of the first drive through testing clinics during March in collaboration with Blue Ridge Community College.

CORONAVIRUS (COVID-19) FACTS

- The Public Health EPI team hosted several workshops during the early stages of COVID impacts in the US. These meetings enhanced community coordination and communications.
- By the end of the summer EM processed over 300 resource requests for PPE and supplies in Henderson County.
- Public Health hosts a regular Zoom meeting for collaboration of all community partners including non-profits and service providers.
- Working with local doctors, EM and the Health Department the Rescue Squad developed one of the first Long Term Care Strike Teams in the nation. The Henderson County model has been shared nationwide.



HAZARDOUS MATERIALS - RIGHT TO KNOW

North Carolina Emergency Management works with local governments, industry, and residents to mitigate and manage hazardous materials incidents following guidelines outlined in the Emergency Planning and Community Right-to-Know Act (EPCRA) and the Clean Air Act.

These laws require companies to report certain threshold quantities of chemicals for use by first responders, residents, the state, and local government. The collaboration created through these reports opens channels for communities to be informed and better prepare for chemical hazards.

Reports for a specific facility may be requested by contacting the Henderson County Emergency Management office at 828-674-4728.

During 2019, a total of 95 facilities submitted the required reports for the use of chemicals in their facilities. These reports are immediately available for emergency responders for response and training.

LEPC Schedule of Meetings 2021

The Henderson County LEPC will continue with quarterly scheduled meetings for 2021. The meetings will follow the State of North Carolina's guidelines for assembly in place at the time of the meeting, either in-person or virtual.

Meeting Dates: January 14th, April 8th, July 8th, October 14th

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Industry partners who wish to be included in the LEPC meetings should contact Cathy Justice in the Emergency Management office to be added to the roster.

Call 828-697-4728 or email cjustice@hednersoncountync.gov

Motion:

I move to approve the 2020 Local Emergency Planning Committee annual report and 2021 membership roster as presented.

Budget Amendment – 911 Secondary PSAP 2020.112

Staff is requesting the Board approve the attached budget amendment which appropriates Fund Balance for the County's Secondary Public Safety Answering Point (PSAP), Hendersonville Police Department Communications, for the purchase of new Zetron radio consoles from Kimball Communication. These consoles will be installed as part of the Hendersonville Police Department construction project. This purchase has been approved by the North Carolina 911 Board.

Motion:

I move the Board approves the budget amendment to appropriate 911 Fund Balance.

Budget Amendment – Capital Reserve Fund 2020.113

The Board is requested to approve a Budget Amendment, appropriating \$30,000 from the Capital Reserve Fund. These monies will be used to fund renovations at the 95 Courthouse for the Congressional District Office.

Motion:

I move the Board approves the budget amendment as presented, appropriating \$30,000 from the Capital Reserve Fund.

Budget Amendment – Dues and NonProfits 2020.114

The Board is requested to approve a Budget Amendment, appropriating \$20,000 from Fund Balance. These monies will be used to fund a request from the American Legion, to replace uniforms for 25 volunteer members.

Motion:

I move the Board approves the budget amendment as presented, appropriating fund balance.

Commissioner Mike Edney noted that this budget amendment was approved in order to replace much needed uniforms for the honor guard.

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 County Board of Health – 1 vac.**
Position #10
2. **Historic Resources Commission – 1 vac.**
Position #8
3. **Juvenile Crime Prevention Council – 1 vac.**
Positions #13 & 14

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Lease Agreement – Congressional District Office

A lease proposal was provided for Board approval for the Congressional District Office for Madison Cawthorn. The proposed monthly rental income to the County would be \$500.00 for the lease the +/- 2,038 square feet in the 1995 Courthouse. The term of the lease would be for the full term of the 117th Congress (January 3, 2021 through January 2, 2023).

Motion:

I move the Board approves a lease proposal between Henderson County and the Representative Cawthorn for the period of January 3, 2021 through January 2, 2023, and authorize the County Manager to execute documentation on behalf of Henderson County.

Chairman Hawkins noted this lease will be for Madison Cawthorn's office to be located in the 1995 Courthouse on Grove Street. This is only the second time in history that Henderson County has had a representative from our County, and our citizens will be well served.

Schedule Special Called Meeting

The Board is requested to schedule a Special Called Meeting for Monday, December 14, 2020 at 5:30 p.m. to discuss Board priorities and future agenda items.

Motion:

I move the Board schedule a Special Called Meeting on Monday, December 14, 2020 at 5:30 pm.

Chairman Hawkins noted the special called meeting will be utilized to discuss issues coming up in the next few months.

Ratification of Contract

Pursuant to the Board's direction, staff has negotiated and executed a contract for the purchase of real estate located at 900 North Main Street in Hendersonville, the Hedrick-Rhodes post of the Veterans of Foreign War. The contract was executed "SUBJECT TO FINAL APPROVAL BY THE BOARD OF COMMISSIONERS".

Motion:

I move that the Board ratify the contract with Hedrick-Rhodes Post 5206 Incorporated for the purchase of the real estate located at 900 North Main Street.

Commissioner Edney noted in support of our Veterans and their sacrifices, the Board is making an effort to purchase the VFW building and property. The building can be used in many ways for Veteran's Services. Clark Nexsen is looking at the property for due diligence. It is still in the investigative stage and will require close work with the City of Hendersonville. The Board should receive a report in January or February, with hope to close in February.

DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA

Commissioner Edney made the motion to adopt the discussion agenda with the addition of an update by the HCPED on Project Wheel – Jabil Healthcare. All voted in favor and the motion carried

NOMINATIONS

1. Asheville Regional Housing Consortium – 1 vac.

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

2. Cemetery Advisory Committee – 1 vac.

Commissioner McCall nominated Elizabeth Owens for position #4.

December 7, 2020

Chairman Lapsley made the motion to accept the appointment of Elizabeth Owen to position #4 by acclamation. All voted in favor and the motion carried.

3. EMS Peer Review Committee – 1 vac.

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

4. Fire Commission – 1 vac.

Commissioner Edney nominated Martin Harris for position #1.

Chairman Lapsley made the motion to accept the reappointment of Martin Harris to position #1 by acclamation. All voted in favor and the motion carried.

5. Henderson County Zoning Board of Adjustment – 3 vac.

Commissioner McCall nominated Hilliard Staton for position #1, Willard Fishburne for position #2, and Louise St. Romain for position #8.

Chairman Lapsley made the motion to accept the reappointments of Hilliard Staton to position #1, Willard Fishburne to position #2, and Louise St. Romain to position #8 by acclamation. All voted in favor and the motion carried.

6. Henderson Tourism Development Authority – 1 vac.

The Chamber of Commerce nominated David Adams for position #9. Commissioner Edney ratified the nomination.

Chairman Lapsley made the motion to accept the nomination and appointment of David Adams to position #9 by acclamation. All voted in favor and the motion carried.

7. Hendersonville Business Advisory Committee – 1 vac.

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

8. Hendersonville Planning Board – 1 vac.

Commissioner Edney nominated Steven Orr for position #3.

Chairman Lapsley made the motion to accept the reappointment of Steven Orr to position #3 by acclamation. All voted in favor and the motion carried.

9. Home and Community Care Block Grant Advisory Committee – 1 vac.

Commissioner McCall nominated Donna Lovelace for position #3.

Chairman Lapsley made the motion to accept the reappointment of Donna Lovelace to position #3 by acclamation. All voted in favor and the motion carried.

10. Juvenile Crime Prevention Council – 1 vac.

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

11. Laurel Park Planning Board – 1 vac.

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

12. 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.

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

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

14. WCCA Board of Directors (Western Carolina Community Action) – 1 vac.

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

UPDATE - PROJECT WHEEL – JABIL HEALTHCARE – add on

Brittany Brady, President and CEO of the Henderson County Partnership for Economic Development stated the County and community have aligned. This project will bring 150 new jobs and a \$38m investment to Henderson County. Jabil Healthcare provides healthcare solutions and is one of the largest in industry. In attendance were City Mayor Barbara Volk, Council members Jeff Miller and Jennifer Hensley. HCPED members Chip Could and Beau Waddell.

Jim Cormas, the General Manager, was introduced. He stated an East Flat Rock location has been selected. Their headquarters is located in St. Petersburg, Florida. They are a huge company bringing in \$26b in revenues in 2020. The manufacturing company does injection molding and design solutions. Most of their product is for diabetic care. The Arden site is at its limit, so the search began a few months ago for a site to expand. The site is 160,000 square feet and will house an 80,000 square feet clean room with 50,000 to expand in the future. The plan is to become operational in 2022.

HR Manager Amy Smith stated this company has been in Arden since 1995 under two prior names. They have already been hiring for the 150 new positions.

Commissioner Hill informed the Board that he is the surveyor of record on the property and has been since 2019.

Chairman Lapsley did not see a conflict.

Mayor Barbara Volk thanked the Company on behalf of the Hendersonville Council. She noted thanks for the Golden Leaf Grant which had provided money for water to the facility. She presented Mr. Cormas with a City of Hendersonville flag.

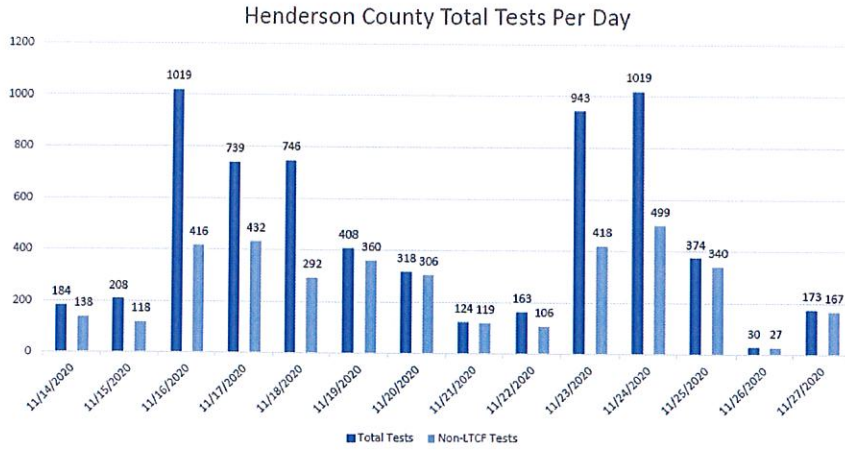
Chairman Lapsley thanked the Company and presented Mr. Cormas with a Henderson County flag.

COVID-19 UPDATE

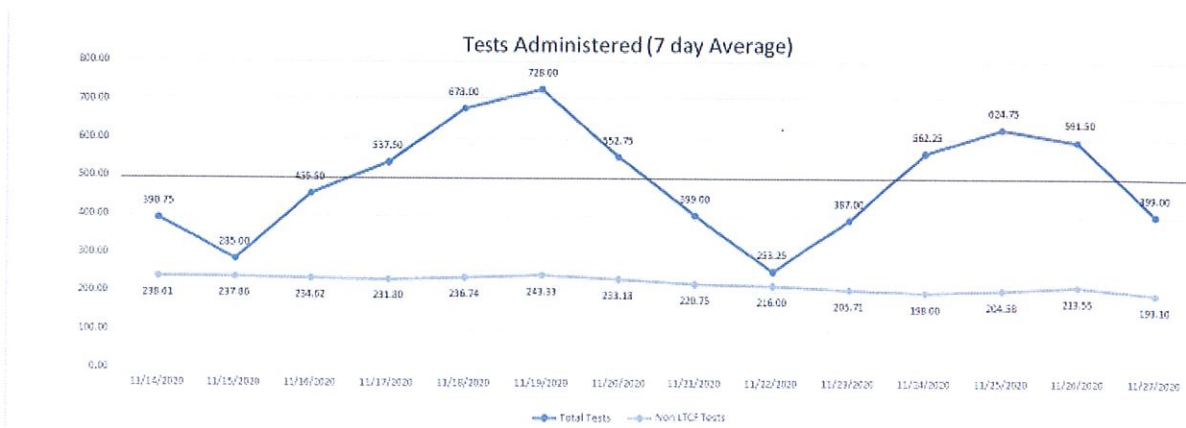
Jimmy Brissie provided the Board with the most current information pertaining to COVID-19 in Henderson County. All data based on date tested as of 8:00 am 12.4.2020

December 7, 2020

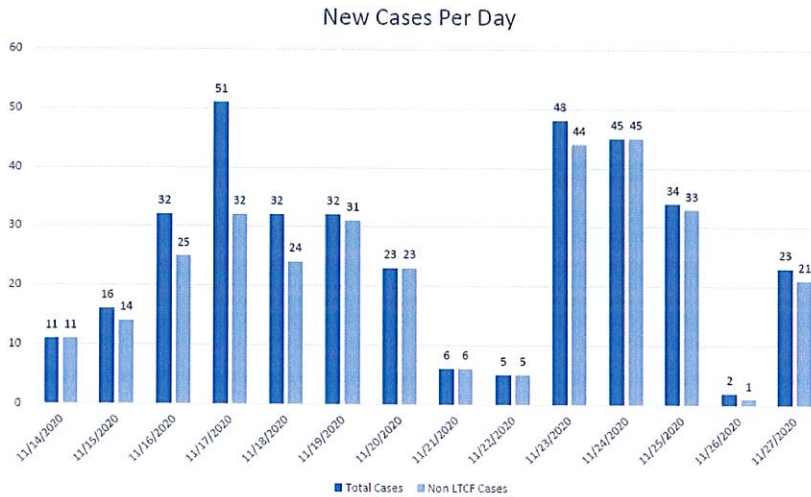
Henderson County Tests



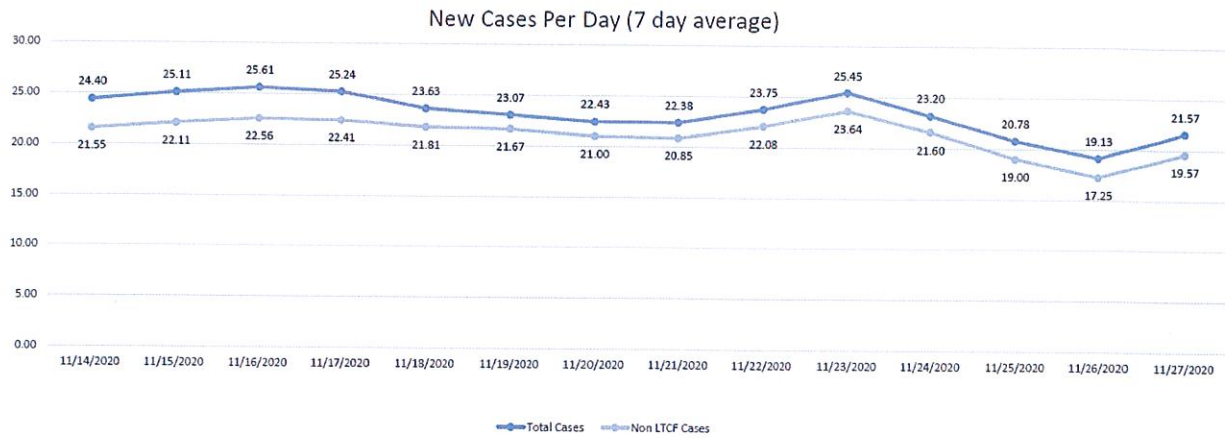
Tests reported to Henderson County Department of Public Health 7 day average



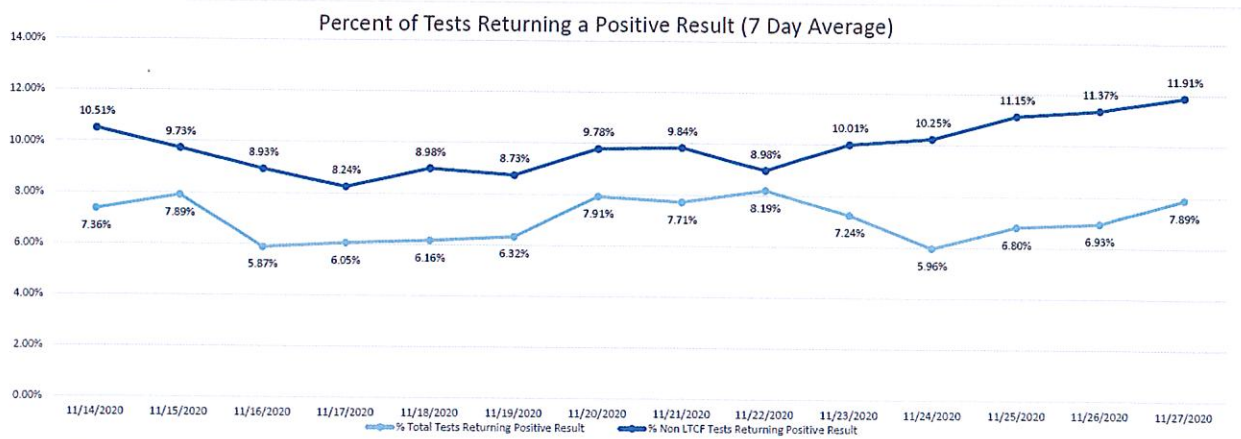
NEW Henderson County Cases (by date tested)



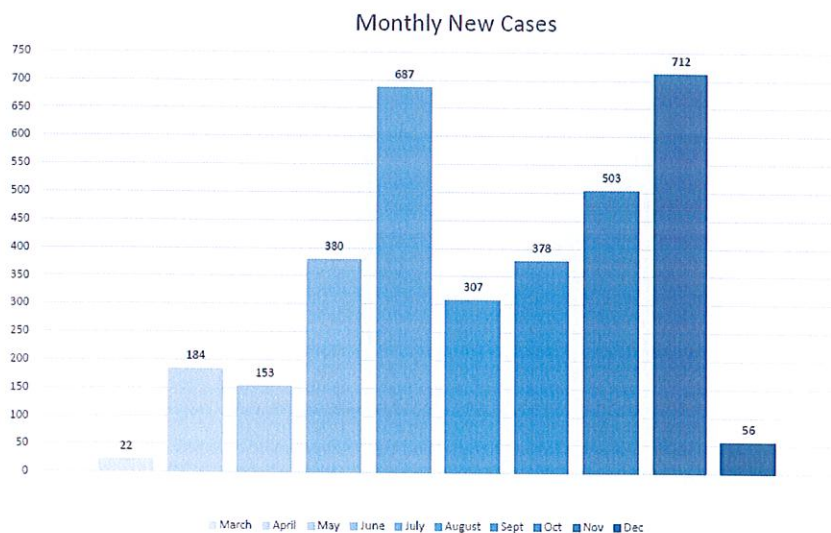
New Henderson County cases 7 day average



Percentage of tests returning A Positive Result

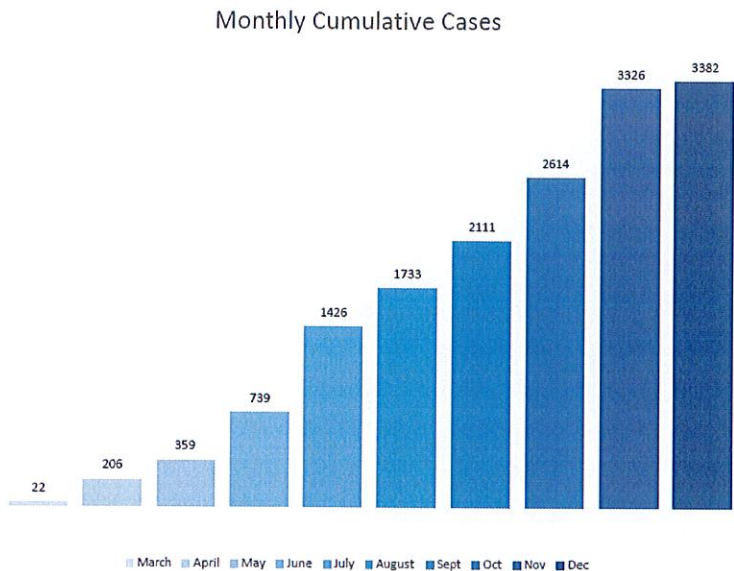


New Cases Monthly

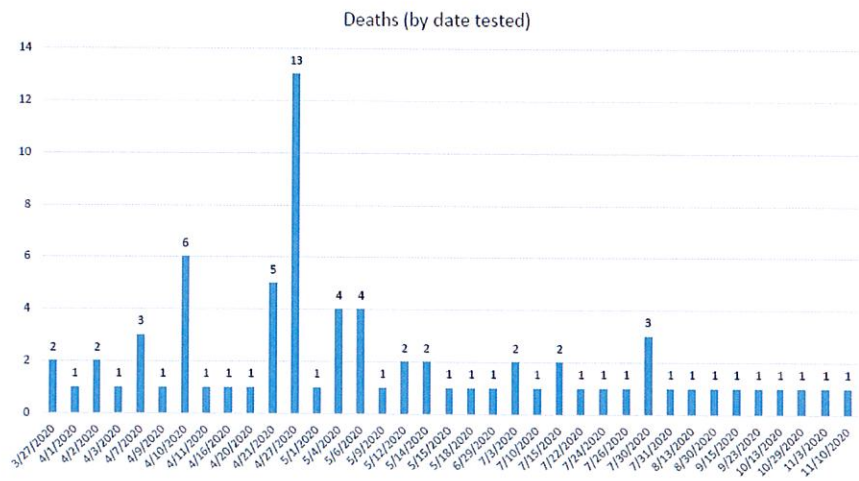


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Cululative Case Counts



Deaths by Date Tested



Summary

Tests Administred: 57,798
 Cases: 3382
 Affiliated with LTCF: 734
 Recoveries: 2633
 Deaths: 74
 Active: 675

Public Health Director Steve Smith shared additional information by handouts. He stated that with the cold weather they expected more difficulty. COVID 19 vaccinations should start happening soon. The

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State of North Carolina will receive 85,000 vaccinations. Long Term Care Facilities will be the first to receive the vaccinations, followed by healthcare workers, LTHC staff, Emergency personnel, hospitals, law enforcement, and people with high risks. This will take approximately two months. Two injections are required, the first at 21 days followed by the second at 28 days. Pardee Hospital will be the first hospital to receive vaccinations as they have the capacity to store them at -85 degrees.

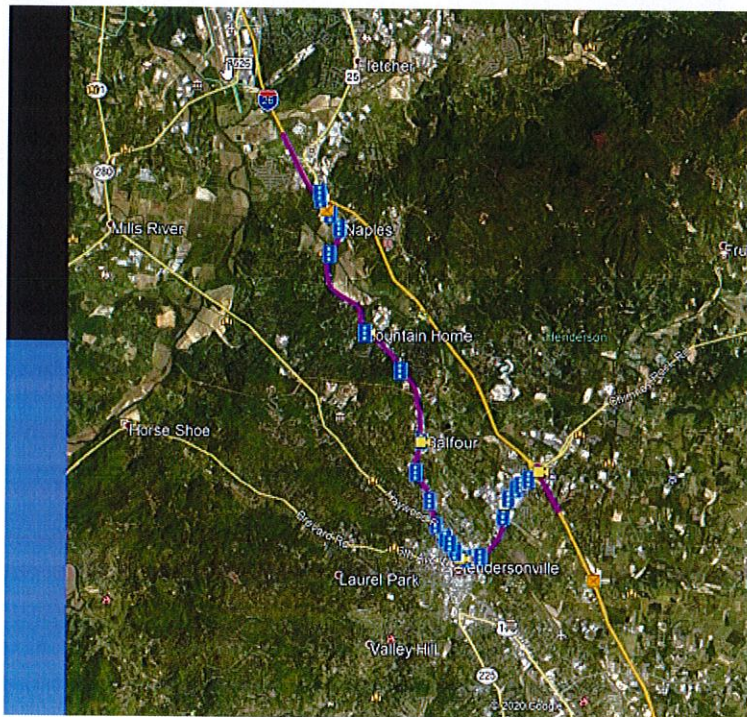
I-26 PROJECT UPDATE – BRIDGE DEMOLITION

Jimmy Brissie, Emergency Management Director and NC Department of Transportation Staff shared information regarding the I-26 Project Update.

NCDOT staff Division 14 Engineer Mitchell Bishop, Project Manager Mike Patton, Chad Franklin, and PIO David Uchiyama provided additional information.

A component of the I-26 widening project includes the demolition of several existing overpass bridges. NCDOT staff will share a proposed concept of operations for this phase of the expansion project.

Emergency Management has been in contact with NCDOT and several stakeholders regarding the Henderson County project. They are planning the bridge demolitions and are considering complete interstate closures during overnight hours. This process would shorten the demolition to several days per bridge versus several weeks and save over \$650,000 per bridge. The first demolition being planned is Clear Creek Rd, sometime in the Jan/Feb '21 timeframe. If DOT goes that route the Interstate Corridor Management Routes (ICM) would be activated, routing all the traffic through town during the overnight closures. They have done this on several occasions in the evening over the past four months. The primary impact would be increased traffic through town during the overnight hours.



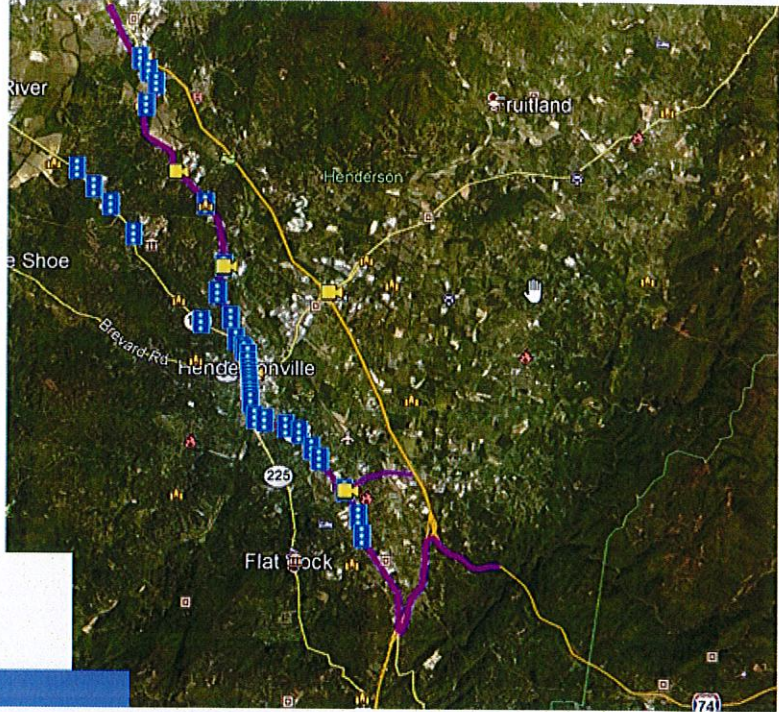
West Bound Detour Route

Exit 49 B to US 25 to I-26 at
Exit 44

East Bound Detour Route



Exit 44 to US 25 South to US 176
to Upward Rd/US 25



WHY AN OVERNIGHT CLOSURE

- **Cost savings on the Project**
 - Estimated cost savings close to \$1,000,000
- **Time savings**
 - Overnight closures will cut the operation down to several nights of slow roll, rolling roadblocks which will effect the traffic and emergency response basically the same.
 - 2 weeks per bridge with a rolling roadblock style operation
 - 2-4 nights with a complete closure
- **We have already successfully completed 4 trial/Dry runs of the ICM routes with previous slow roll operations.**

This project continues to be analyzed by NCDOT staff. The timeframe being considered is 8-9 p.m. until 6:00 a.m. Barrels will be used with 2-way traffic. Using strategic timing during the spring when there are less traveled days in the week. It will take two weeks per bridge (5 bridges) over the next few years. The Clear creek overpass is scheduled for early February. Butler Bridge Road will the be closed for 180 days since the new bridge will goes where the old bridge is currently.

December 7, 2020

2045 COUNTY COMPREHENSIVE PLAN (CCP) CONSULTANT SELECTION

John Mitchell stated the County Comprehensive Plan (CCP), adopted July of 2004, provided a guideline for growth in the County. The Board of Commissioners (BOC) authorized staff to start the process on the CCP update in FY20. Due to issues with the COVID-19 outbreak that impacted our residents and public outreach efforts, the CCP process was delayed.

The adopted FY21 budget provided half of the necessary funding to hire a consultant with the remaining funding to be approved in FY22. The consultant is necessary to assist planning staff with the public outreach, plan development, website and virtual outreach, and project completion. The RFP for a planning consultant was released on October 1st.

The selection committee reviewed all the proposals, interviewed the top three consultant firms, checked references, and identified Houseal Lavigne as the recommended firm. This firm has experience working with a wide array of governments across the country, putting an emphasis on municipal coordination as a key stakeholder. They employ various data analyzation tools including growth modeling, a working knowledge of state legislation and new requirements in NC, an adept ability for public outreach on multiple platforms including hosting the webpage for the CCP process.

Board approval is required to authorize staff to proceed with the consultant selection and negotiate a contract. This will allow for the CCP update process to begin in January with adoption of the draft 2045 Plan targeted for Fall of 2022.

Once the contracts are signed, planning staff will work with the consultant to revise the project schedule and begin working with targeted stakeholders. Planning staff will update the Board throughout the process.

It was consensus of the Board that staff provide the top three RFP's to the Board of Commissioners for additional review and add the item to the December 14 agenda.

2021 NCACC LEGISLATIVE GOALS CONFERENCE – VOTING DELEGATE DESIGNATION

The North Carolina Association of County Commissioners (NCACC) has requested that the Board of Commissioners designate a Voting Delegate for the NCACC Legislative Goals Conference.

The NCACC Legislative Goals Conference will be held by virtual platform Thursday and Friday, January 14-15, 2021. Each county will be entitled to vote on legislative goal proposal submissions brought before the membership.

In order to facilitate the voting process, NCACC request that each county designate one voting delegate (*and also may assign one alternate voting delegate*) prior to the Legislative Goals Conference using the Designation of Voting Delegate form.

Chairman Lapsley made the motion that the Board designate Commissioner Rebecca McCall as Henderson County's voting delegate to the NCACC Legislative Goals Conference. All voted in favor and the motion carried.

COUNTY MANAGER'S REPORT

Assistant County Manager Amy Brantley stated with adoption of the consent agenda, the Board adopted the meeting schedule for 2021. The mid-month meeting in January will be utilized for a budget workshop.

On December 2nd, Land of Sky awarded Chairman William Lapsley with the Robert G. Parrish Intergovernmental Relations Award.

December 7, 2020

The Robert G. Parrish, Sr. Intergovernmental Relations Award is given in honor of the late Council Chairman and first Mayor of Fletcher. It is presented at the discretion of the Council's Executive Committee to an elected or appointed official who has made significant contributions to improving intergovernmental relations. This year the award was presented to Henderson County Commissioner, **William Lapsley**, for his contributions to Henderson County, the Land of Sky Region, and the State of North Carolina.

On December 2nd, Land of Sky awarded Steve Smith with the Extraordinary Public Service Award.

Extraordinary Public Service Award

This year, the Council bestowed this award on 5 outstanding Public Health Directors in the region. **Tammy Cody**, Madison County Public Health Director, **Dr. Jennifer Mullendore**, Buncombe County Interim Public Health Director, **Stacie Saunders**, Buncombe County Public Health Director, **Steven Smith**, Henderson County Public Health Director, and **Elaine Russell**, Transylvania County Public Health Director were given this award in appreciation for their devotion, commitment and exemplary service as Public Health Directors in our region. Their unwavering dedication to our citizens has helped our region respond to the many challenges presented by the COVID-19 pandemic. Land of Sky Regional Council is grateful for their exemplary leadership and dedication to public service.

ADJOURN

Commissioner McCall made the motion to adjourn at 7:40 p.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

William Lapsley, Chairman

HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1
Hendersonville, NC 28792
Phone (828) 697-4808 • Fax (828) 698-4443
www.hendersoncountync.org

RESOLUTION IN RECOGNITION AND APPRECIATION OF DISTINGUISHED SERVICE

COLONEL GRADY HAWKINS

- WHEREAS,** Colonel Grady Hawkins was initially elected to the Board of Commissioners from District 5 in 1996, and served from December 2, 1996 through December 6, 2004; and
- WHEREAS,** Colonel Hawkins was re-elected to the Board of Commissioners in 2012, and served from December 3, 2012 through December 7, 2020; and
- WHEREAS,** throughout his sixteen years of service to the citizens of Henderson County he has worked diligently to honor the best interests of his district and to improve the quality of life of all Henderson County North Carolinians; and
- WHEREAS,** during his tenure as a member of the Board of Commissioners, Colonel Hawkins has served as Chairman and Vice-Chairman of the Board, has served on the Governmental Financing Corporation, Local Government Committee for Cooperative Action, Henderson County Planning Board and the Land-of-Sky Regional Council; and
- WHEREAS,** Colonel Hawkins also serves as the liaison on the Mountain Area Workforce Development Board and the Fire and Rescue Advisory Committee; and
- WHEREAS,** it is fitting and proper that Colonel Grady Hawkins be rightfully honored on this day for a life dedicated to the service to the people of Henderson County, North Carolina, and the United States of America;

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners hereby express their sincere appreciation to Colonel Grady Hawkins for his contributions to Henderson County, the State of North Carolina, and the citizens of the United States through his legacy of military service.

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

Adopted this, the 7th day of December, 2020.



CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



TERESA L. WILSON, CLERK TO THE BOARD

HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1
Hendersonville, NC 28792
Phone (828) 697-4808 • Fax (828) 698-4443
www.hendersoncountync.org

RESOLUTION COMMEMORATING THE 79TH ANNIVERSARY OF THE ATTACK ON PEARL HARBOR

- WHEREAS**, seventy-nine years ago on December 7, 1941 the military installations of the United States at Pearl Harbor and elsewhere on the island of Oahu, Hawaii were attacked without warning by aircraft of the Imperial Japanese Navy; and
- WHEREAS**, that attack lasted for approximately 5 hours, during which 2,403 members of the United States military were killed or mortally wounded, 1,247 members were wounded, and 57 civilians lost their lives; and
- WHEREAS**, during that attack by Japanese aircraft, the United States also suffered losses of facilities, naval vessels and aircraft; and
- WHEREAS**, on December 8, 1941, the day after the attack on Pearl Harbor, Congress declared war against Japan, and three days later against Germany, beginning the involvement of the United States in a global conflict that would shape our world for years to come; and
- WHEREAS**, after nearly four years of warfare the Japanese surrendered, and World War II came to an end on September 2, 1945; and
- WHEREAS**, in 1950, the USS Arizona, one of the battleships of the United States sunk at Pearl Harbor, which became a final resting place for many of the 1,177 crew members of that battleship, was recognized as a national monument and educational site for citizens of the United States and international visitors alike; and
- WHEREAS**, in 1994, Congress designated December 7th of each year as National Pearl Harbor Remembrance Day and requested that the day be observed by a Presidential proclamation calling on the people of the United States, including all departments, agencies, and instrumentalities of the Federal Government, interested organizations, groups and individuals, to fly the flag of the United States at half-staff and to observe the day with appropriate ceremonies, in honor of the individuals who died as a result of their service at Pearl Harbor;
- NOW, THEREFORE BE IT RESOLVED**, that the Henderson County Board of Commissioners declare December 7th a day for Henderson County local government and its citizens to observe and remember this important day in history.

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

Adopted this, the 7th day of December, 2020.



CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



TERESA L. WILSON, CLERK TO THE BOARD

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Henderson, North Carolina, was duly held on December 7, 2020 at 5:30 p.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Board Chair William Lapsley, presiding.

The following members were present: Vice Chair Rebecca McCall; Commissioner J. Michael Edney; Commissioner Daniel Andreotta, and Commissioner David H. Hill.

The following members were absent: None.

* * * * *

The Finance Director of the County of Henderson, North Carolina (the "*County*") reported to the Board of Commissioners of the County (the "*Board*") that notice of a public hearing was published on November 11 and 18, 2020, stating that the Board would hold a public hearing at 5:30 p.m. on December 7, 2020 to receive public comments on the proposed execution and delivery by the County of (1) an installment financing contract in a principal amount not to exceed \$26,000,000 (the "*Contract*"), the proceeds of which would be used to finance the renovation and expansion of the Patton Building on the campus of Blue Ridge Community College (the "*BRCC Facility*") and the construction and equipping of a police training facility (collectively, the "*Project*"), and (2) a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") under which the County would grant a lien on the County's fee simple interest in the real property on which the BRCC Facility is located, together with the improvements thereon, as may be required for the benefit of the entity providing the funds to the County under the Contract.

The Chairman of the Board then announced that the Board would hear anyone who wished to be heard on the questions of the proposed Contract, the Deed of Trust and the Project to be financed thereby.

[No one spoke at the public hearing.]

Commissioner Edney moved that the public hearing be closed. The motion was unanimously adopted.

After the closing of the public hearing, Commissioner Edney moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted, by reading the title thereof (further reading waived without objection):

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON,
NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND
PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

WHEREAS, the County of Henderson, North Carolina (the “*County*”) is a political subdivision validly existing under the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina, to (1) purchase real and personal property, (2) enter into installment purchase contracts to finance the purchase or improvement of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased or improved to secure repayment of the purchase price;

WHEREAS, the Board of Commissioners of the County (the “*Board*”) has previously determined that it is in the best interest of the County to enter into an Installment Financing Contract dated as of February 1, 2021 (the “*Contract*”) with the Henderson County Governmental Financing Corporation (the “*Corporation*”) in order to (1) finance the renovation and expansion of the Patton Building on the campus of Blue Ridge Community College (the “*BRCC Facility*”) and the construction and equipping of a police training facility (collectively, the “*Project*”), and (2) pay certain costs incurred in connection with the execution and delivery of the Project;

WHEREAS, to secure its obligations under the Contract, the County will execute and deliver a Deed of Trust, Security Agreement and Fixture Filing dated as of February 1, 2021 (the “*Deed of Trust*”), granting a lien on the County’s fee simple interest in the real property on which the BRCC Facility will be located, together with the improvements thereon;

WHEREAS, the Corporation will execute and deliver an aggregate principal amount not to exceed \$26,000,000 of its Limited Obligation Bonds (collectively, the “*Bonds*”), each evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the Bonds to PNC Capital Markets LLC (the “*Underwriter*”), the Corporation will enter into a Contract of Purchase to be dated on or about January 28, 2021 (the “*Purchase Contract*”) between the Corporation and the Underwriter relating to the Bonds, and the County will execute a Letter of Representation to the Underwriter (the “*Letter of Representation*”);

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the

Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract;
- (2) the Deed of Trust;
- (3) an Indenture of Trust dated as of February 1, 2021 (the “*Indenture*”) between the Corporation and U.S. Bank National Association, as trustee; and
- (3) the Purchase Contract and the Letter of Representation.

WHEREAS, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been presented to the Board, and a final Official Statement relating to the Preliminary Official Statement (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the County;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the Board has conducted a public hearing on this date to receive public comment on the proposed Contract and the transactions contemplated thereby; and

WHEREAS, the County has filed an application to the LGC for approval of the Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Instruments.*** All actions of the County, the Chairman of the Board (the “*Chairman*”), the Clerk to the Board (the “*Clerk*”), the County Manager, the Finance Director, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and of the final Official Statement by the Underwriter in connection with the sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Chairman, the County Manager and the Finance Director are each hereby authorized and directed, individually and collectively, to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as each may approve.

Section 3. ***Authorization to Execute the Contract.*** The County approves the financing of the Project in accordance with the terms of the Contract, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract are hereby in all respects authorized, approved and confirmed, and the Chairman, the Clerk, the County Manager and the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute

conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract presented to the Board. From and after the execution and delivery of the Contract, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract as executed.

Section 4. ***Authorization to Execute the Deed of Trust.*** The County approves the form and content of the Deed of Trust, and the Deed of Trust is in all respects authorized, approved and confirmed. The Chairman, the Clerk, the County Manager, the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Deed of Trust, including necessary counterparts, in substantially the form and content of the Deed of Trust presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Deed of Trust presented to the Board. From and after the execution and delivery of the Deed of Trust, the Chairman, the Clerk, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Deed of Trust as executed.

Section 5. ***Purchase Contract and Letter of Representation.*** The form and content of the Purchase Contract are hereby approved in all respects, and the County Manager or the Finance Director is authorized to execute the Letter of Representation for the purposes stated therein. The County Manager and the Finance Director and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Letter of Representation, including necessary counterparts, in substantially the form and content of the Letter of Representation presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Letter of Representation presented to the Board. From and after the execution and delivery of the Letter of Representation, the County Manager and the Finance Director are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Letter of Representation as executed.

Section 6. ***County Representative.*** The Chairman, the County Manager and the Finance Director are hereby designated as the County's Representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Chairman, the County Manager and the Finance Director are authorized, individually and collectively, to proceed with the transactions contemplated by the Contract in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated by this Resolution as required by law. The County's representatives or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Preliminary Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents which they, in their discretion, deem necessary or appropriate to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution. Without limiting the foregoing, the Finance Director is hereby authorized and directed to select one or more financial

institutions to serve as an additional Underwriter for the Bonds if the Finance Director determines, in his discretion, that such an appointment is necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 7. *Severability.* If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. *Repealer.* All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. *Effective Date.* This Resolution is effective on the date of its adoption.

On motion of Commissioner Edney, the foregoing resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” was duly adopted by the following vote:

AYES: ALL

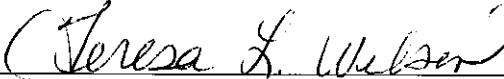
NAYS: NONE

STATE OF NORTH CAROLINA)
)
COUNTY OF HENDERSON) SS:

I, TERESA WILSON, Clerk to the Board of Commissioners of the County of Henderson, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” adopted by the Board of Commissioners of the County of Henderson, North Carolina at a meeting held on the 7th day of December, 2020.

WITNESS my hand and the corporate seal of the County of Henderson, North Carolina, this the 7th day of December, 2020.

(SEAL)



Teresa Wilson
Clerk to the Board of Commissioners
County of Henderson, North Carolina

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

WILLIAM G. LAPSLEY
Chairman
REBECCA K. MCCALL
Vice-Chair

J. MICHAEL EDNEY
DANIEL J. ANDREOTTA
DAVID H. HILL

December 7, 2020

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

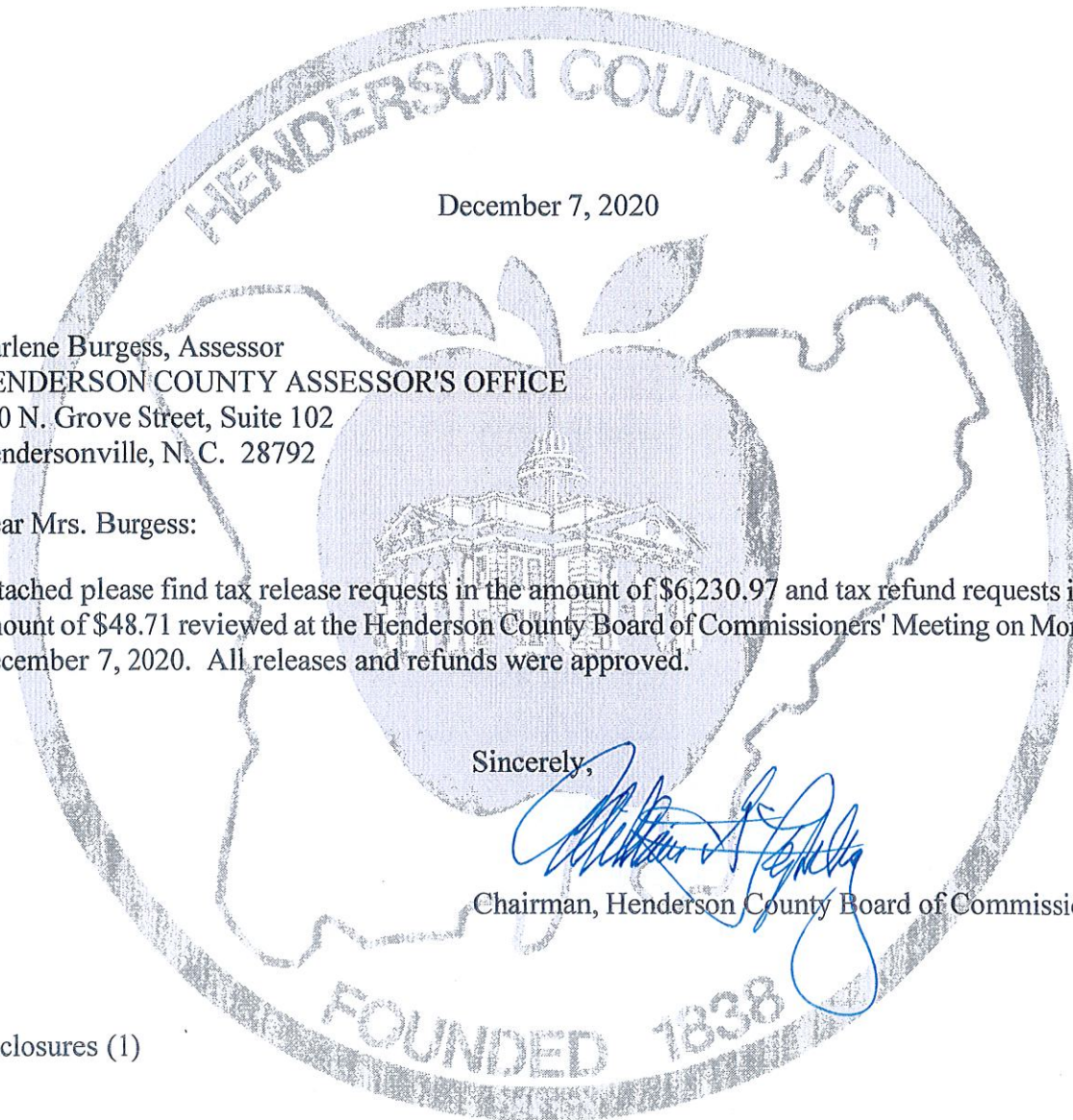
Dear Mrs. Burgess:

Attached please find tax release requests in the amount of \$6,230.97 and tax refund requests in the amount of \$48.71 reviewed at the Henderson County Board of Commissioners' Meeting on Monday, December 7, 2020. All releases and refunds were approved.

Sincerely,


Chairman, Henderson County Board of Commissioners

Enclosures (1)



REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF
COMMISSIONERS**

MEETING DATE: December 7, 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	\$ 6,230.97
Total Refunds as a Result of the Above Releases	\$ 48.71

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, November 23, 2020*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CASE, MICHAEL L	0003099748-2020-2015-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 3099748 AND 60855. ABSTRACT 3099748 VOIDED FOR 2015.	(\$2,200)	7496	RJONES	50 BOXWOOD HILL LN FLAT ROCK NC 28731	COUNTY	TAX	\$11.30	\$0.00	\$11.30	\$0.00
								LATE LIST FEE	\$6.78	\$0.00	\$6.78	\$0.00
								TOTAL:	\$18.08	\$0.00	\$18.08	\$0.00
								TAX	\$2.64	\$0.00	\$2.64	\$0.00
								LATE LIST FEE	\$1.58	\$0.00	\$1.58	\$0.00
	TOTAL:	\$4.22	\$0.00	\$4.22	\$0.00							
					ABSTRACT TOTAL:				\$22.30		\$0.00	
	0003099748-2020-2016-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 3099748 AND 60855. ABSTRACT 3099748 VOIDED FOR 2016.	(\$2,200)	7497	RJONES	50 BOXWOOD HILL LN FLAT ROCK NC 28731	COUNTY	TAX	\$12.43	\$0.00	\$12.43	\$0.00
								LATE LIST FEE	\$6.22	\$0.00	\$6.22	\$0.00
								TOTAL:	\$18.65	\$0.00	\$18.65	\$0.00
								TAX	\$2.64	\$0.00	\$2.64	\$0.00
								LATE LIST FEE	\$1.32	\$0.00	\$1.32	\$0.00
	TOTAL:	\$3.96	\$0.00	\$3.96	\$0.00							
					ABSTRACT TOTAL:				\$22.61		\$0.00	
	0003099748-2020-2017-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 3099748 AND 60855. ABSTRACT 3099748 VOIDED FOR 2017.	(\$2,200)	7498	RJONES	50 BOXWOOD HILL LN FLAT ROCK NC 28731	COUNTY	TAX	\$12.43	\$0.00	\$12.43	\$0.00
								LATE LIST FEE	\$4.97	\$0.00	\$4.97	\$0.00
								TOTAL:	\$17.40	\$0.00	\$17.40	\$0.00
								TAX	\$2.64	\$0.00	\$2.64	\$0.00
								LATE LIST FEE	\$1.06	\$0.00	\$1.06	\$0.00
	TOTAL:	\$3.70	\$0.00	\$3.70	\$0.00							
					ABSTRACT TOTAL:				\$21.10		\$0.00	
	0003099748-2020-2018-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 3099748 AND 60855. ABSTRACT 3099748 VOIDED FOR 2018.	(\$2,200)	7499	RJONES	50 BOXWOOD HILL LN FLAT ROCK NC 28731	COUNTY	TAX	\$12.43	\$0.00	\$12.43	\$0.00
								LATE LIST FEE	\$3.73	\$0.00	\$3.73	\$0.00
								TOTAL:	\$16.16	\$0.00	\$16.16	\$0.00
								TAX	\$2.64	\$0.00	\$2.64	\$0.00
								LATE LIST FEE	\$0.79	\$0.00	\$0.79	\$0.00
	TOTAL:	\$3.43	\$0.00	\$3.43	\$0.00							
					ABSTRACT TOTAL:				\$19.59		\$0.00	
	0003099748-2020-2019-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 3099748 AND 60855. ABSTRACT 3099748 VOIDED FOR 2019.	(\$2,200)	7500	RJONES	50 BOXWOOD HILL LN FLAT ROCK NC 28731	COUNTY	TAX	\$12.34	\$0.00	\$12.34	\$0.00
								LATE LIST FEE	\$2.47	\$0.00	\$2.47	\$0.00
								TOTAL:	\$14.81	\$0.00	\$14.81	\$0.00
								TAX	\$2.86	\$0.00	\$2.86	\$0.00
								LATE LIST FEE	\$0.57	\$0.00	\$0.57	\$0.00
	TOTAL:	\$3.43	\$0.00	\$3.43	\$0.00							
					ABSTRACT TOTAL:				\$18.24		\$0.00	
	0003099748-2020-2020-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 3099748 AND 60855. ABSTRACT 3099748 VOIDED FOR 2020.	(\$2,200)	7502	RJONES	50 BOXWOOD HILL LN FLAT ROCK NC 28731	COUNTY	TAX	\$12.34	\$0.00	\$12.34	\$0.00
								LATE LIST FEE	\$1.23	\$0.00	\$1.23	\$0.00
								TOTAL:	\$13.57	\$0.00	\$13.57	\$0.00
								TAX	\$2.86	\$0.00	\$2.86	\$0.00
								LATE LIST FEE	\$0.29	\$0.00	\$0.29	\$0.00
	TOTAL:	\$3.15	\$0.00	\$3.15	\$0.00							
					ABSTRACT TOTAL:				\$16.72		\$0.00	
			OWNER TOTAL:									\$120.56

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Monday, November 23, 2020*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CORN, GAIL	0000149339-2018-2018-0000	BUSINESS SOLD FEBRUARY 2017. ABSTRACT VOIDED FOR 2018.	(\$3,540)	7457	HSALTER	1611 OLD SPARTANBURG HWY NC	COUNTY	TAX	\$20.00	\$0.00	\$20.00	\$0.00
								LATE LIST FEE	\$2.00	\$0.00	\$2.00	\$0.00
								TOTAL:			\$22.00	\$0.00
							BLUE RIDGE FIRE	TAX	\$4.25	\$0.00	\$4.25	\$0.00
		LATE LIST FEE		\$0.42	\$0.00	\$0.42	\$0.00					
		TOTAL:				\$4.67	\$0.00					
ABSTRACT TOTAL: \$26.67												
	0000149339-2019-2019-0000	BUSINESS SOLD FEBRUARY 2017. ABSTRACT VOIDED FOR 2019.	(\$4,248)	7458	HSALTER	1611 OLD SPARTANBURG RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$23.83	\$0.00	\$23.83	\$0.00
								LATE LIST FEE	\$2.38	\$0.00	\$2.38	\$0.00
								TOTAL:			\$26.21	\$0.00
							BLUE RIDGE FIRE	TAX	\$5.52	\$0.00	\$5.52	\$0.00
		LATE LIST FEE		\$0.55	\$0.00	\$0.55	\$0.00					
		TOTAL:				\$6.07	\$0.00					
ABSTRACT TOTAL: \$32.28												
	0000149339-2020-2020-0000	BUSINESS SOLD FEBRUARY 2017. ABSTRACT VOIDED FOR 2020.	(\$4,673)	7459	HSALTER	1611 OLD SPARTANBURG RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$26.22	\$0.00	\$26.22	\$0.00
								LATE LIST FEE	\$2.62	\$0.00	\$2.62	\$0.00
								TOTAL:			\$28.84	\$0.00
							BLUE RIDGE FIRE	TAX	\$6.07	\$0.00	\$6.07	\$0.00
		LATE LIST FEE		\$0.61	\$0.00	\$0.61	\$0.00					
		TOTAL:				\$6.68	\$0.00					
ABSTRACT TOTAL: \$35.52												
FLETCHER CAR CARE	0003086866-2020-2020-0000	ABSTRACT ADJUSTED DUE TO UNREGISTERED VEHICLE BEING REGISTERED WITH THE DMV.	(\$12,461)	7461	HSALTER	38 HERITAGE PARK DR FLETCHER NC 28732	COUNTY	TAX	\$276.05	\$276.05	\$276.05	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$276.05	\$0.00
							FLETCHER FIRE TAX		\$56.59	\$56.59	\$56.59	\$0.50
		LATE LIST FEE		\$0.00	\$0.00	\$0.00	\$0.00					
		TOTAL:				\$0.50	\$0.50					
ABSTRACT TOTAL: \$295												
HEATHERLY, RONALD DEWAYNE	0000113872-2019-2019-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 113872 AND 640908. ABSTRACT 113872 VOIDED FOR 2019.	(\$4,600)	7473	RIONES	154 CHARLIS HILL WAY SALUDA NC 28773	COUNTY	TAX	\$25.81	\$0.00	\$25.81	\$0.00
								LATE LIST FEE	\$2.58	\$0.00	\$2.58	\$0.00
								TOTAL:			\$28.39	\$0.00
							REAVEN ROCK/SALUDA FIRE	TAX	\$5.29	\$0.00	\$5.29	\$0.00
		LATE LIST FEE		\$0.53	\$0.00	\$0.53	\$0.00					
		TOTAL:				\$5.82	\$0.00					
ABSTRACT TOTAL: \$34.21												

*Adjustments submitted for approval on or before .

NCPTS Pending Release/Refund Report. Monday, November 23, 2020*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
	0000113872-2020-2020-0000	MANUFACTURED HOME DOUBLE BILLED ON ABSTRACTS 113872 AND 640908. ABSTRACT 113872 VOIDED FOR 2020.	(\$4,600)	7472	RJONES	154 CHARLIS HILL WAY SALUDA NC 28773	COUNTY	TAX LATE LIST FEE TOTAL:	\$25.81 \$2.58 \$5.29	\$0.00 \$0.00 \$0.00	\$25.81 \$2.58 \$28.39	\$0.00 \$0.00 \$0.00
		OWNER TOTAL:	(\$9,200)							ABSTRACT TOTAL:	\$68.42	\$0.00
INGLE, BARBARA DIXON	0003095841-2020-2020-0000	ADJUSTMENT TO ABSTRACT DUE TO HOUSE AND MISCELLANEOUS IMPROVEMENTS BEING DOUBLE BILLED ON THE SAME PARCEL.	(\$233,100)	7516	WCRUMPLER	1219 N RIDGE RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$3,518.03 \$0.00 \$721.17	\$0.00 \$0.00 \$0.00	\$1,307.69 \$0.00 \$1,307.69	\$0.00 \$0.00 \$0.00
		OWNER TOTAL:	(\$233,100)							ABSTRACT TOTAL:	\$1,575.76	\$0.00
JLG TRUST ENTERPRISES LLC	0003099473-2020-2020-0000	MANUFACTURED HOME IS PERSONAL PROPERTY AND NOT REAL PROPERTY. REMOVED AS REAL PROPERTY FOR 2020.	(\$57,400)	7521	WCRUMPLER	85 OLD FARM CIR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$3,080.45 \$0.00 \$658.92	\$0.00 \$0.00 \$0.00	\$322.01 \$0.00 \$322.01	\$0.00 \$0.00 \$0.00
		OWNER TOTAL:	(\$57,400)							ABSTRACT TOTAL:	\$68.88	\$0.00
KENDALL, MARK	0000280879-2019-2019-0000	MANUFACTURED HOME NOT OWNED BY THIS TAXPAYER SINCE 2017. ABSTRACT VOIDED FOR 2019.	(\$6,000)	7505	RJONES	135 ASH PATH LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$33.66 \$3.37 \$37.03	\$0.00 \$0.00 \$0.00	\$33.66 \$3.37 \$37.03	\$0.00 \$0.00 \$0.00
		OWNER TOTAL:	(\$6,000)							ABSTRACT TOTAL:	\$390.89	\$0.00
	0000280879-2020-2020-0000	MANUFACTURED HOME NOT OWNED BY THIS TAXPAYER SINCE 2017. ABSTRACT VOIDED FOR 2020.	(\$6,000)	7506	RJONES	135 ASH PATH LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$33.66 \$3.37 \$37.03	\$0.00 \$0.00 \$0.00	\$33.66 \$3.37 \$37.03	\$0.00 \$0.00 \$0.00
		OWNER TOTAL:	(\$12,000)							ABSTRACT TOTAL:	\$74.06	\$0.00
MCCLURE, EDDY DEAN	00002130430-2020-2020-0000	WATERCRAFT PERMANENTLY LOCATED IN SWAIN COUNTY.	(\$5,000)	7471	DTUCKER	507 HYDE WELL DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$72.48 \$7.25 \$18.09	\$0.00 \$0.00 \$0.00	\$28.05 \$2.81 \$30.86	\$0.00 \$0.00 \$0.00
		OWNER TOTAL:	(\$5,000)							ABSTRACT TOTAL:	\$77.00	\$0.00
		OWNER TOTAL:	(\$5,000)							ABSTRACT TOTAL:	\$38.56	\$0.00

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Monday, November 23, 2020*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MORGAN, JOHN WILLIAM	0000653987-2018-2018-0000	DUE TO MAPPING ERROR MISCELLANEOUS IMPROVEMENT ADDED INCORRECTLY. REMOVED AFTER MAPPING CORRECTION FOR 2018.	(\$3,400)	7477	KHENSLEY	1582 BRADLEY MOUNTAIN LN HENDERSONVILLE NC 28792	COUNTY	TAX	\$1,371.26	\$1,371.26	\$19.21	\$19.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$19.21	\$19.21
							EDNEYVILLE FIRE	TAX	\$254.84	\$254.84	\$3.57	\$3.57
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL:			\$3.57	\$3.57							
ABSTRACT TOTAL:									\$1,548.92	\$1,548.92	\$19.07	\$19.07
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$317.52	\$317.52	\$3.91	\$3.91
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$3.91	\$3.91	\$22.98	\$22.98
PALMA, EDDY	0000653987-2020-2020-0000	DUE TO MAPPING ERROR MISCELLANEOUS IMPROVEMENT ADDED INCORRECTLY. REMOVED AFTER MAPPING CORRECTION FOR 2020.	(\$3,400)	7479	KHENSLEY	1582 BRADLEY MOUNTAIN LN HENDERSONVILLE NC 28792	COUNTY	TAX	\$1,548.92	\$1,548.92	\$19.07	\$19.07
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$19.07	\$19.07
							EDNEYVILLE FIRE	TAX	\$317.52	\$317.52	\$3.91	\$3.91
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL:			\$3.91	\$3.91							
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
RADCLIFFE, RICHARD	0000280879-2018-2018-0000	MANUFACTURED HOME WAS NOT LOCATED IN THE MOBILE HOME PARK FOR 2020.	(\$10,200)	7474	RJONES	15 L B7 LAZY BOY LN HENDERSONVILLE NC 28792	COUNTY	TAX	\$31.14	\$31.14	\$3.14	\$3.14
								LATE LIST FEE	\$3.11	\$3.11	\$3.11	\$3.11
								TOTAL:			\$34.25	\$34.25
							DANA FIRE	TAX	\$7.77	\$7.77	\$0.00	\$0.00
								LATE LIST FEE	\$0.78	\$0.78	\$0.78	\$0.78
	TOTAL:			\$8.55	\$8.55							
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
REYES, GABRIEL PABLO	0002450236-2016-2016-0000	MANUFACTURED HOME IS PERMANENTLY LOCATED IN BUNCOMBE COUNTY. ABSTRACT VOIDED FOR 2016.	(\$6,000)	7504	RJONES	135 ASH PATH LN HENDERSONVILLE NC 28739	COUNTY	TAX	\$33.90	\$33.90	\$33.90	\$33.90
								LATE LIST FEE	\$3.39	\$3.39	\$3.39	\$3.39
								TOTAL:			\$37.29	\$37.29
							FLETCHER FIRE	TAX	\$19.09	\$19.09	\$19.09	\$19.09
								LATE LIST FEE	\$1.91	\$1.91	\$1.91	\$1.91
	TOTAL:			\$21.00	\$21.00							
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00
ABSTRACT TOTAL:									\$0.00	\$0.00	\$0.00	\$0.00

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Monday, November 23, 2020*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
	0002450236-2017-2017-0000	MANUFACTURED HOME IS PERMANENTLY LOCATED IN BUNCOMBE COUNTY. ABSTRACT VOIDED FOR 2017.	(\$16,600)	7527	ROONES	35 HOPE OPAL LN FLETCHER NC 28732	COUNTY	TAX	\$93.79	\$0.00	\$93.79	\$0.00
								LATE LIST FEE	\$9.38	\$0.00	\$9.38	\$0.00
								TOTAL:	\$19.09	\$0.00	\$19.09	\$0.00
							FLETCHER FIRE TAX		\$1.91	\$0.00	\$1.91	\$0.00
								TOTAL:	\$21.00	\$0.00	\$21.00	\$0.00
								ABSTRACT TOTAL:	\$124.17	\$0.00	\$124.17	\$0.00
								OWNER TOTAL:			\$248.34	\$0.00
SIXTH AVENUE WEST LLC	0002267990-2020-2020-0000	2019 APPEAL VALUE NOT CARRIED FORWARD TO THE 2020 VALUE DUE TO CLERICAL ERROR.	(\$496,800)	7460	WGRUMPLER	420 6TH AVE W HENDERSONVILLE NC 28739	COUNTY	TAX	\$8,815.55	\$0.00	\$2,787.05	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$2,787.05	\$0.00
								ABSTRACT TOTAL:			\$2,787.05	\$0.00
								OWNER TOTAL:			\$2,787.05	\$0.00
GRAND TOTALS:			(\$496,800)								\$5,549.89	\$48.71

*Adjustments submitted for approval on or before

The following property was sold at a tax foreclosure sale where the proceeds received from the sale were not sufficient to cover the unpaid taxes. The foreclosure bid was below the opening bid request. The tax office is requesting a release of the following bills pursuant to GS 105-375(i) "The purchaser at the execution sale shall acquire title to the property in fee simple free and clear of all claims, rights, interests, and liens except the liens of other taxes or special assessments not paid from the purchase price and not included in the judgment."

Parcel Number	Year	Amount Released
1011151	2018	\$84.74
1011151	2017	\$84.74
1011151	2016	\$84.74
1011151	2015	\$78.62
1011151	2010	\$72.29
1011151	2009	\$275.95
	Total	\$681.08

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Finance/911

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>285411-526201-0911</u>	<u>NON-CAPITAL TECHNOLOGY</u>	<u>\$50,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Account	Line-Item Description	Amount
<u>284411-401000</u>	<u>FUND BALANCE APPROPRIATED</u>	<u>\$50,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: *Please provide a brief justification for this line-item transfer request.*
 TO APPROPRIATE FUND BALANCE FOR THE PURCHASE OF RADIO EQUIPMENT FOR THE BACK-UP PSAP LOCATION AT HENDERSONVILLE PD. CITY OF HENDERSONVILLE HAS ISSUED A PURCHASE ORDER AND 911 BOARD HAS APPROVED THE PURCHASE. BOC APPROVED ON 12.7.2020

_____ 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: Facility Services

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>215400-598011</u>	<u>TRANSFER TO GENERAL FUND</u>	<u>\$30,000</u>
<u>115419-538100</u>	<u>PROFESSIONAL SERVICES</u>	<u>\$30,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Account	Line-Item Description	Amount
<u>214400-401000</u>	<u>FUND BALANCE APPROPRIATED</u>	<u>\$30,000</u>
<u>114980-402100</u>	<u>TRANSFER FROM CAP. RESERVE FUND</u>	<u>\$30,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: *Please provide a brief justification for this line-item transfer request.*
 TO BUDGET FOR RENOVATIONS AT THE 95 COURTHOUSE FOR THE CONGRESSIONAL DISTRICT
 OFFICE. APPROVED BY BOC 12.7.2020

 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: Dues and Non-Profits

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115402-569900</u>	<u>PAYMENTS TO OTHER AGENCIES</u>	<u>\$20,000</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>\$20,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: *Please provide a brief justification for this line-item transfer request.*
 TO BUDGET FOR AN APPROPRIATION TO THE AMERICAN LEGION. APPROVED BY BOC 12.7.2020

_____	_____
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	_____

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 117th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, County _____ of Henderson _____, 1 Historic Courthouse Square, Suite 5, Hendersonville, NC 2879

(Landlord's name) _____ (Landlord's street address, city, state, ZIP code) _____
("Lessor"), and Madison Cawthorn _____, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

- 1. Location.** Lessor shall lease to Lessee 2,038 square feet of office space located at 200 N. Grove St.
(Office street address)
in the city, state and ZIP code of Hendersonville, NC 28792.
(Office city, state and ZIP)
- 2. Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
- 3. Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2021 and ending January 2, 2023. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2023, which is the end of the constitutional term of the Congress to which the Member is elected.
- 4. Rent.** The monthly rent shall be \$500.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
- 5. Early Termination.** This Lease may be terminated by either party giving n/a days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- 6. Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
- 7. District Office Lease Attachment for 117th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress.
- 8. Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 9. Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 117th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

n/a

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 117th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

County of Henderson

Print Name of Lessor/Landlord/Company

By: _____

Lessor Signature
Name: Steve Wyatt
Title: County Manager

12.7.2020

Date

Madison Cawthorn

Print Name of Lessee

Lessee Signature

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

* **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:
Morris Broadband

* **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

Lockable Space for Networking Equipment.

Telephone Service Available.

Parking.

4 Assigned Parking Spaces

Unassigned Parking Spaces

General Off-Street Parking on an As-Available Basis

Utilities. Includes: all utilities

Janitorial Services. Frequency: daily, Monday through Friday

Trash Removal. Frequency: daily, Monday through Friday

Carpet Cleaning. Frequency: as needed

Window Washing. **Window Treatments.**

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: _____

Cable TV Accessible. If checked, Included in Rental Rate: Yes No

Building Manager. Onsite On Call Contact Name: Steve Wyatt

Phone Number: _____ Email Address: swyatt@hendersoncountync.gov

To be completed by the Member/Member-elect (required):

- The leased space will serve as my flagship (primary) District Office.
 The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

District Office Lease Attachment

(Page 2 of 5 – 117th Congress)

SECTION B **(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.*

District Office Lease Attachment

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 117th Congress)

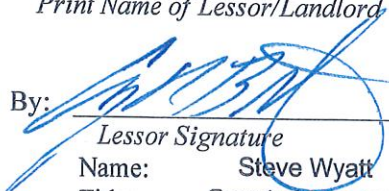
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

<u>County of Henderson</u> <i>Print Name of Lessor/Landlord</i>	<u>Madison Cawthorn</u> <i>Print Name of Lessee</i>
By:  <i>Lessor Signature</i> Name: Steve Wyatt Title: County Manager	 <i>Lessee Signature</i>
<u>12.7.2020</u> <i>Date</i>	 <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

<i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-226-0357.</i>

OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Hedrick-Rhodes Post 5206 Incorporated, an NC non-profit corporation (f/k/a Hedrick-Rhodes Post, Incorporated)

(b) "Buyer": County of Henderson, a body corporate and politic of the State of North Carolina

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

Street Address: 900 North Main Street
City: Hendersonville
County: Henderson, North Carolina

Zip: 28792

Legal Description: All the property described in Deed Book 280, at Page 47, Henderson County Registry (Henderson County REID 9905827) and in Deed Book 290, at Page 223, Henderson County Registry (partially covered as Henderson County REID 9905783).

(d) "Purchase Price":

Table with 2 columns: Amount and Description. Rows include \$15,000.00 (Real estate commission), \$10,000.00 (By Due Diligence Fee), Unknown (All customary closing costs), Unknown (All past due City of Hendersonville taxes), and \$10,000.00 (BALANCE of the Purchase Price).

In addition, the Buyer shall enter into a non-exclusive lease with Seller to allow Seller to operate at no cost on an agreed schedule (for scheduled events, dances, parties and weekly meetings, including the use of the kitchen at hosted events) within all or a part of the Property (so long as conditions of the Property permit), said lease to be completed and executed at Settlement.

The Buyer further agrees to retain and facilitate public display of memorabilia, historical artifacts (including the Pearl Harbor flag), and clippings of the Seller, which shall become the property of the Buyer at Settlement.

(e) "Earnest Money Deposit": Not applicable.

(f) "Escrow Agent": Not applicable.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.



This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T Revised 7/2020 7/2020

Buyer W initials

Seller's agent's initials



(i) **“Due Diligence Fee”**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer’s right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(o) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on 12th day of February, 2021, ***TIME BEING OF THE ESSENCE***.

(k) **“Settlement”**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney’s receipt of all funds necessary to complete such transaction.

(l) **“Settlement Date”**: The parties agree that Settlement will take place on February 26, 2021 (the “Settlement Date”), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **“Closing”**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

“Proposed Special Assessment”: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

“Confirmed Special Assessment”: A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

2. FIXTURES AND EXCLUSIONS:

(a) **Fixtures Are Included in Purchase Price**: ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

Page 2 of 11

Buyer's initials SW Seller's initials ARP



STANDARD FORM 2-T
Revised 7/2020
7/2020

(b) **Specified Items:** Buyer and Seller agree that the following items shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer. **NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): None.

Seller shall repair any damage caused by removal of any items excluded above.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at closing: all VFW memorabilia, historical artifacts, Pearl Harbor flag, newspaper clippings, and other items of cultural or historical interest; all other items of personalty owned by the Seller located in the Property, subject to the other terms of this agreement.

Buyer's initials SW Seller's initials HRP



4. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or

Page 4 of 11

Buyer's initials SW Seller's initials ARP



STANDARD FORM 2-T
Revised 7/2020
7/2020

out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): this is a transfer to a political subdivision of the State of North Carolina..

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

6. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

(i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;

(ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";

(iii) determining restrictive covenant compliance;

(iv) appraisal;

(v) title search;

(vi) title insurance;

(vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;

(viii) recording the deed;

(ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement; and
(x) all other items listed in the purchase price, above.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

has owned the Property for at least one year.

has owned the Property for less than one year.

does not yet own the Property.

Buyer's initials *JK*

Seller's initials *HRP*



(b) Lead-Based Paint (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) Assessments: To the best of Seller's knowledge there are are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: none.

Seller warrants that there are are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify:

(d) Owners' Association(s) and Dues: Not applicable.

8. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) Authorization to Disclose Information: Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to

Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

(d) Removal of Seller's Property: Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens,

Buyer's initials *SW* Seller's initials *HRP*



and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(h) **Deed, Taxes and Fees:** Buyer shall pay for preparation of a deed and all other customary documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: County of Henderson, a body corporate and politic of the State of North Carolina.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Buyer.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller To Provide Accounting:** If the Buyer does not elect to terminate this contract at or before the conclusion of the Due Diligence Period, then in such event the Buyer shall only be liable for those obligations of the Seller (pursuant to Paragraph 1(d) hereinabove) as listed and in the amounts provided in an accounting of the Seller's obligations to be paid by the Buyer which must, as an express pre-condition of the assumption of the liability for the payment thereof by the Buyer at or after Settlement, be provided in writing to the Buyer by not later than January 15, 2021, **TIME BEING OF THE ESSENCE.**

(o) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

11. RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

12. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure and Condominium Resale Statement Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

Identify other attorney or party drafted addenda: _____

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements

Buyer's initials *SL* Seller's initials _____



or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

20. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
County of Henderson
(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

Name: Steve Wyatt
Steve Wyatt

Title: County Manager

Date: _____

Entity Seller:
Hedrick-Rhodes Post 5206 Incorporated
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: Commander Ed Skrivanek

Name: Commander Ed Skrivanek

Print Name:

Title: Commander, Hedrick-Rhodes Post 5206, Inc

Date: _____



SUBJECT TO FINAL APPROVAL BY THE BOARD OF COMMISSIONERS

NOTICE INFORMATION

BUYER NOTICE ADDRESS:

Mailing Address: 1 Historic Courthouse Square, Suite 5

Hendersonville, NC 28792

Buyer Fax#: 828/697-4536

Buyer E-mail: rburrell@hendersoncountync.gov

SELLER NOTICE ADDRESS:

Mailing Address: 900 North Main Street

Hendersonville, NC 28792

Seller Fax#: N/A

Seller E-mail: skylarke1958@yahoo.com



CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: _____
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Listing Firm Name: **NAI Beverly-Hanks**
Acting as Seller's Agent

Firm License #: **C1938**

Mailing Address: **410 Executive Park**
Asheville, NC 28801

Individual Selling Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Individual Listing Agent: **Mark L. Morris**
 Acting as a Designated Dual Agent (check only if applicable)

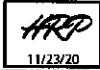
Listing Agent License # **B 46982**

Listing Agent Phone #: **828-674-4350 (mobile)**

Listing Agent Fax #: **828-210-3944**

Listing Agent E-mail: markmorris@naibevery-hanks.com

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Buyer's initials *SL* Seller's initials 





Designation of Voting Delegate to NCACC Legislative Goals Conference

January 14-15, 2021 (Thursday – Friday) | *VIA VIRTUAL FORMAT

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference *(held via Virtual format). Each voting delegate should complete the following statement and **return it to the Association no later than Monday, January 11, 2021.**

I, Rebecca K McCall, hereby certify that I am the duly designated voting delegate for Henderson County at the North Carolina Association of County Commissioners 2021 Legislative Goals Conference.

Voting Delegate Name: Rebecca K. McCall
Title: Vice-Chair

In the event the designated voting delegate is unable to attend, _____
has been selected as Henderson County's alternate voting delegate.

Alternate Voting Delegate Name: _____
Title: _____

Article VI, Section of the Association's Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by Monday, January 11, 2021 close of business:

Email: alisa.cobb@ncacc.org