MINUTES

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

BOARD OF COMMISSIONERS WEDNESDAY, JUNE 16, 2021

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

Those present were: Chairman William Lapsley, Vice-Chair Rebecca McCall, Commissioner Mike Edney, Commissioner Daniel Andreotta, Commissioner David Hill, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell, and Clerk to the Board Denisa Lauffer.

Also present were: Finance Director Samantha Reynolds, Director of Business and Community Development John Mitchell, Engineer Marcus Jones, Health Director Steve Smith, Planning Director Autumn Radcliff, Code Enforcement Director Matt Champion, Recreation Director Carleen Dixon, HR Director Karen Ensley, Sheriff Lowell Griffin, Chief Deputy Vanessa Gilbert, Emergency Management/Rescue Coordinator Jimmy Brissie, Budget Manager Megan Powell, DSS Director Jerrie McFalls, Budget Analyst Sonya Flynn, Tax Assessor Darlene Burgess, Environmental Health Supervisor Seth Swift, Building Services Director Crystal Lyda, PIO Kathy Finotti – videotaping, Deputy Mike Marsteller as security.

CALL TO ORDER/WELCOME

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

INVOCATION

The invocation was provided by Tyler Frank with Biltmore Church

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Chairman Lapsley

RESOLUTIONS AND RECOGNITIONS

2021.44 Resolution of Appreciation - County Manager Steve Wyatt

The Henderson County Board of Commissioners is requested to adopt the attached Resolution of Appreciation for Steve Wyatt. Steve Wyatt will retire on June 30, 2021, having been the Henderson County Manager since March 2006.

Chairman Lapsley read the resolution aloud.

STEVE WYATT HENDERSON COUNTY MANAGER

WHEREAS, Steve Wyatt is a Western North Carolina native son. He graduated from McDowell High School and attended Appalachian State University receiving his Bachelor of Science in Public Administration. He followed that by receiving a Certificate of Municipal Administration from the Institute of Government at the University of North Carolina, and a Master of Public Affairs from Western Carolina University; and

WHEREAS, prior to joining Henderson County, Steve was employed in Kingstree SC, Chadbourne, NC, Polk County, Catawba County and Moore County; and

WHEREAS, in March 2006 Steve Wyatt accepted the position of County Manager of Henderson County; and

June 16, 2021 2

during his years of service to Henderson County, Steve Wyatt has managed the county budget and WHEREAS. ended each year with a surplus, worked to increase cash reserves and implemented a performance based management program that resulted in a reduction of county operational expenses; and

- WHEREAS, throughout his tenure as County Manager, the County has received multiple upgrades in the Bond ratings, resulting in significant savings to our citizens; and
- during his tenure the County has made substantial investments in the County's public infrastructure WHEREAS, - county facilities, schools, community college and hospital facilities, and coordinated numerous economic development projects; and
- Steve Wyatt has represented Henderson County through his service on Boards and Committees for WHEREAS. the North Carolina Association of County Commissioners, North Carolina City and County Manager's Association, and Western Highlands Mental Health Board of Directors; and
- after 37 years of distinguished service to the citizens of North Carolina, with 15 of those years WHEREAS, dedicated to the service of Henderson County, Steve Wyatt will retire from his position as County Manager of Henderson County on June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners expresses their deep admiration for the experience and wisdom that Steve Wyatt brought to Henderson County during his tenure as County Manager. On behalf of the citizens and staff of Henderson County, we appreciate and commend you on a job well done. In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 16th day of June 2021.

WILLIAM LAPSLEY, CHAIRMAN HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

DENISA A. LAUFFER, CLERK TO THE BOARD

INFORMAL PUBLIC COMMENT

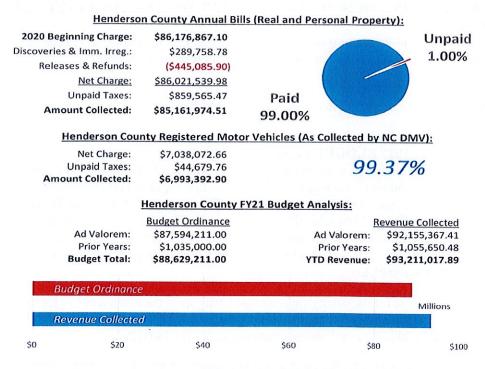
- 1. City Manager, John Connet spoke in recognition of County Manager Steve Wyatt who will retire June 30, 2021.
- 2. David Noch spoke in opposition to the COVID-19 Vaccination Roll-out in Henderson County Schools.
- 3. Jay Pfeil spoke in opposition to the promotion of the COVID-19 Vaccination.
- 4. Janice Parker spoke in opposition of the promotion of the COVID-19 Vaccination.
- 5. Lee Emerson spoke in opposition of the COVID-19 Vaccination.
- 6. Carolyn Widener spoke in opposition of the COVID-19 Vaccination.
- 7. Laurie Timmerman Spoke in opposition of any promotion or mandates regarding the COVID-19 Vaccine.
- 8. Darcey Rose spoke in opposition to children receiving the COVID-19 Vaccine.
- 9. Susane Brown spoke in opposition to any campaign to encourage the COVID-19 vaccination.
- 10. Laurie Stewart spoke in opposition of the COVID-19 Vaccination.
- 11. Philip Ortiz spoke in opposition of the COVID-19 Vaccination.
- 12. Laurie Fisher spoke in opposition of the COVID-19 Vaccination.
- 13. Ann Marie McCall spoke in opposition of the COVID-19 Vaccination.

DISCUSSION/ADJUSTMENT OF AGENDA

CONSENT AGENDA

Tax Collector's Report

The June 7, 2021, report from the office of the Tax Collector is provided for the Board's information only. No action was required.



2021.45 MOBILE LIBRARY VEHICLE

The Board is requested to approve the low bid amount and authorize the Library staff to proceed with the purchase of a mobile library vehicle from Matthews Specialty Vehicles in the amount of \$237,228. Bidding was conducted between May 5, 2021 and May 17, 2021. Revenue sources for this project include grant funding and a County match. Per the grant awarded by the State Library of North Carolina, \$100,000 will be awarded.

The County will be responsible for the matching portion of \$102,127 as stated in the grant award, as well as additional funds of \$42,223.84 as contract amount of the vehicle exceeds the grant award. Costs for tag, tax and title are also included

Total cost to the County is \$144,351, to be funded by restricted library donations. The Board is requested to approve a Budget Amendment, transferring \$144,351 of restricted library donation funds from the General Fund to the Capital Project Fund for the County funded portion of the contract and other associated costs.

		Bid Ta Formal Bid for M ned Monday May	The state of the s		661.11	The state of the s
Vendor Name	Description of Product Bid	Bid Price Unit Cost	Quantity	Extended Cost	Difference From Low Bid	Notes
MATTHEWS SPECIALTY VEHICLES	2021,FORD, F59 MSV SERIES 2000	\$ 237,228.00	1	\$ 237,228.00	r.fr:	
FARBER SPECIALTY VEHICLES INC.	FARBER 30EF	\$ 289,160.00	1	\$ 289,160.00	\$ 51,932.00	
SUMMIT BODYWORKS SPECIALTY VEHICLES	2021 F59 STEPVAN	\$ 298,982.00	1	\$ 298,982.00	\$ 61,754.00	
LDV CUSTOM SPECIALTY VEHICLES	LDV MODEL NO 530BOK-34929-20	\$ 299,990.00	1	\$ 299,990.00	\$ 62,762.00	

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Motion:

I move the Board approve the grant award, accept the low bid, and approve the budget amendment as presented.

JUVENILE CRIME PREVENTION COUNCIL RECERTIFICATION AND CONTRACT FOR PROFESSIONAL SERVICES

The Henderson County Juvenile Crime Prevention Council (JCPC) is required by Statute to be recertified and sign a contract for Professional Services. (Included as an attachment to these minutes).

Motion:

I move that the Board approve the JCPC Recertification and renewal of Contract for Professional Services

VEHICLE PURCHASES FOR FY2022 BUDGET YEAR

The purchase of twenty-three Dodge Chargers is budgeted within the Sheriff's Office for FY2022 in the amount of \$650,624.00. Included in the budget amount is vehicle cost, tax, tag, and title for each vehicle, as well as a 5% contingency to account for any potential price fluctuations. Due to supply chain interruptions and purchasing constraints and because 2022-year model Dodge Chargers are expected to include an estimated 3-9% increase and will be significantly delayed, the staff is requesting to order 2021-year model Dodge Chargers by June 17, 2021. Doing so will save the County the potential price increase and will result in faster delivery of the vehicles.

Attached is a quote from Ilderton Dodge for the twenty-three Dodge Chargers in the amount of \$601,450.00 utilizing North Carolina Sheriff's Association pricing. Ilderton Dodge is part of a purchasing cooperative, which is an exception to competitive bidding requirements pursuant to NCGS 143-129(e)(3).

	Bid Tabulation: State Contr		_		.
Vendor Name	Description of Product Bid	Bid Price Unit Cost	Quantity	Extended Cost	Price Difference from Low Bidder
Ilderton Dodge (Sheriffs Association)	2021 Dodge Charger Pursuit (Black)	\$ 26,150.00	23	\$ 601,450.00	
liderton Dodge (State Contract)	2021 Dodge Charger Pursuit (Black)	\$ 26,244.00	23	\$ 603,612.00	\$ 2,162.00

A	nalysis of Price Tw	Increase if not enty-Three Do	•	ne 17, 2021			
Percent Increase							
Ilderton Dodge Sheriff Association Pricing (FY2021 Model Year)	3%	4%	5%	6%	7%	8%	9%
\$ 601,450.00	\$ 18,043.50	\$ 24,058.00	\$ 30,072.50	\$ 36,087.00	\$ 42,101.50	\$ 48,116.00	\$ 54,130.50

Motion:

I move the Board accept the North Carolina Sheriffs Association pricing from Ilderton Dodge in the amount of \$601,450.00 as specified and authorize the Sheriff to proceed with purchase.

PERMITTING AND INSPECTIONS SOFTWARE

At the Board's direction, community development staff including the Planning, Zoning, Permitting, Tax, Environmental Health, and Emergency Management Departments have completed the process of selecting a new permitting software system. After a multi-month review of various providers, the selection committee recommends contracting with Dude Solutions to provide the software.

This new software system will provide greater accessibility to the public, allow quicker review times, and provide the ability for online payments. Documents and permit information will be available online, and

APPROVED: 7/21/2021

the new system will interface with existing systems in the Finance and the Tax Departments. Additionally, the system will allow for greater data analysis to help small business owners, citizens, and the government direct resources.

The total initial investment of \$99,632 for the system will be funded through Restricted Fund Balance. A Budget Amendment to appropriate those funds, restricted for use by Building Inspections, is attached.

Implementation is expected to be complete within eight months.

Motion:

I move the Board approve the contract with Dude Solutions and authorize Staff to execute the necessary documents. I further move the Board approve the Budget Amendment as presented, appropriating Building Services Restricted Fund Balance.

RECEIPT OF SEIZED ASSETS

The Sheriff's office is requesting that the board approve the receipt of two vehicles from the United States Department of Justice Federal Asset Forfeiture to be utilized by the department as needed.

The department has evaluated the two vehicles and determined that they are serviceable and will enhance operations for the department. Both vehicles are in good aesthetic and mechanical condition.

Motion:

I move the Board approve the receipt of the vehicles from the United States Department of Justice Federal Asset Forfeiture and authorize the chairman to sign a letter on the Board's behalf for the vehicles' acceptance. The board authorizes the Sheriff's Office to put the vehicles in service as needed.

AWARD OF NEGOTIATED PRICE FOR ENGINEERING SERVICES FOR THE LEWIS CREEK RESTORATION PROJECT

On May 19, 2021, the Board of Commissioners authorized staff to enter into negotiations with Jennings Environmental PLLC. Jennings Environmental PLLC. will provide engineering services for Lewis Creek Stream Restoration Project at the Edneyville Community Park per the bid documents for the negotiated amount of \$79,840. This award is based upon a request for qualifications that was issued between March 10, 2021 and April 9, 2021.

Motion:

I move Board accept the negotiated price from Jennings Environmental, PLLC to provide engineering services for the Lewis Creek Stream Restoration Project at the Edneyville Community Park and to authorize staff to enter into a contract for the negotiated amount of \$79,840.

Commissioner Andreotta suggested and the Board by consensus agreed to move the COVID-19 update from Public Health Director Steve Smith up on the agenda to Item A.

Motion:

Commissioner Edney made the Motion to amend the agenda. All voted in favor and the motion carried.

The agenda was amended.

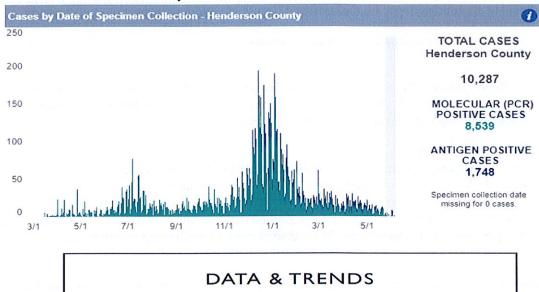
Motion:

Chairman Lapsley made a motion to approve the consent agenda as presented. All voted in favor and the motion carried.

DISCUSSION – OLD BUSINESS ITEMS

COVID-19 UPDATE

Public Health Director Steve Smith provided the Board with the most current information pertaining to COVID-19 in Henderson County.



Daily New Cases Rate per 100,000

	February 9	March 9	April 13	April 21	June 7
 United States 	35	18	21	21	Error*
 North Carolina 	58.3	18.9	18.1	20.2	
 Henderson County 	58.3	24.7	14.5	20.7	

⁻ Harvard Global Health Institute

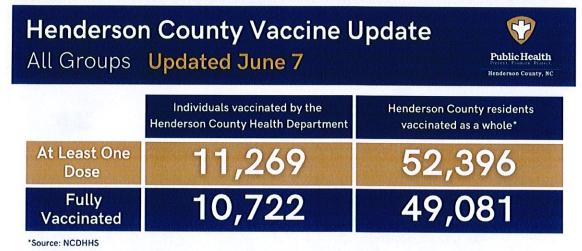
	Nov.10, 2020	Jan. 12, 2021	Feb. 8, 2021	March 9, 2021	April 21, 2021	June 7, 2021
CASES	2,655	6,413	8,178	9,027	9,853	10,287
DEATHS	68	91	127	150	157	160
TESTS	44,830	73,403	102,639	*	*	*



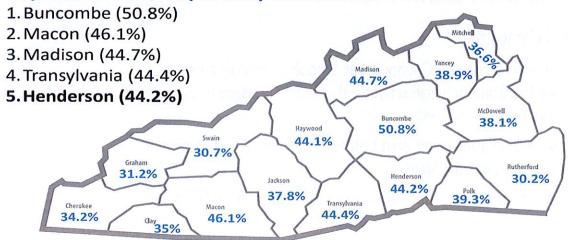
As of 6/6/21 there is one local hospitalizations for COVID (peak of 60 on January 4^{th})

EMS is averaging one COVID transport daily (peak of 17 on January 13th)

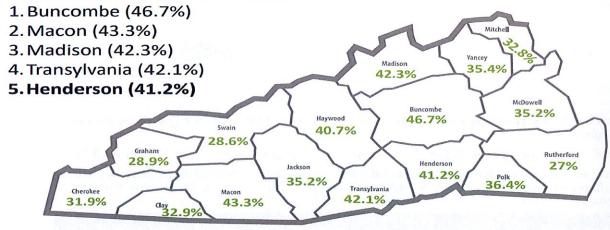
The supply chain for more specialized respirators (N95s) is improving allowi staff to begin to replenish stocks and begin to compile a cache for future needs.

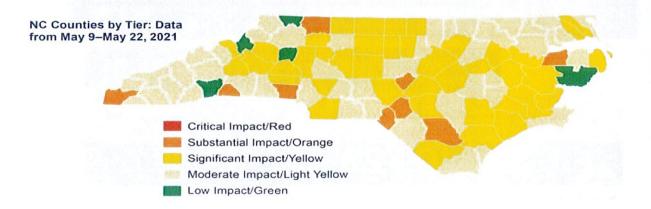


Population at least partially vaccinated:



Population fully vaccinated:





TRADITIONAL MEDIA CAMPAIGN

Billboard Campaign

- Working with Henderson County Public Schools to identify a rising senior leaders from each high school with a simple message to encourage their peers to get vaccinated.
- Billboards will be placed near each high school. Materials will be reused for flyers and printed materials.
- Another billboard is proposed featuring local pediatricians in Henderson County.
 - Pediatricians are in a "wait and see" approach before proceeding after rare reports of myocarditis in young people have been reported.

PEER - TO - PEER DIRECT MAIL PILOT

- Henderson County selected for NC DHHS pilot postcard program in partnership with local Latinx support nonprofit True Ridge
- Postcards will be mailed to Latinx residents in using zip codes identified with high SVI and low vaccination percentages.
- Residents receive a Spanish version with hyper-local, visibly Latinx messengers.

#MYREASONWNC CAMPAIGN

- Campaign funded through August and continues to see impressive engagement numbers.
- Ads feature videos from local messengers and infographics related to COVID-19 vaccines.
- Ads display on Facebook, Instagram,
 Mobile Apps and several websites used by targeted audiences.







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Sample of front and back

NC DHHS SUMMER CASH CARD PROGRAM

- N.C. DHHS is offering \$25 Summer Cash Cards in 4 counties to offset the time and transportation costs of getting vaccinated.
- Anyone 18 and older who gets their first dose of a COVID-19 vaccination

 or drives someone to their vaccination receives a \$25 cash card after vaccination.
- Program has led to increased average daily vaccinations at sites. Surveys indicate low-income and Latinx are benefitting the most.
- N.C. DHHS plans to expand the program to other counties.
 - Current counties: Rowan, Guilford, Mecklenburg and Rockingham

County Manager Steve Wyatt stated for the record that only four counties (Rowan, Guilford, Mecklenburg, and Rockingham) participate in the NC DHHS Summer Gift Card Program. He went on to say the County does not participate in any gift card program. He expressed that using tax dollars to fund prizes for this purpose is one of the greater misuses of tax money he has seen in his career.

2021.46 RESOLUTION - HENDERSON COUNTY COVID-19 VACCINATION POLICY

Motion:

Vice Chair McCall made the motion to adopt a Resolution regarding Henderson County's COVID-19 Vaccination Policy. All voted in favor and the motion carries.

Copy of Resolution attached to these minutes.

AMERICAN RESCUE PLAN UPDATE AND ACCEPTANCE OF FUNDS

The Board requested to formally accept the receipt of the direct allocation of the American Rescue Plan Act of 2021 Funding from the Federal Government in the amount of \$11,403,438. These Fiscal Recovery Funds are to address the COVID-19 pandemic and related public health and economic impacts. The Funds were received by the County in a direct allocation on May 19, 2021 and will be held, bearing interest, in a Special Revenue Fund. Funds will be budgeted for and appropriately expended once a Board-approved plan is in place.

Motion:

I move the Board approve the receipt of the direct allocation of American Rescue Plan Act of 2021 Funding.

CONSTRUCTION PROJECTS UPDATE

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

1. MEMORANDUM OF UNDERSTANDING ON PROPERTY SWAP This item was tabled for discussion at a future meeting.

DISCUSSION – NEW BUSINESS ITEMS

SUMMER CAMP LOCATION REQUEST

El Centro is working in collaboration with Henderson County Cooperative Extension to offer a summer camp in Jackson Park on July 12-16, July 19-23, and July 26-30, 2021.

APPROVED: 7/21/2021

Terry Kelly with Henderson County Cooperative Extension requested that the rental fees be waived for these three weeks of camp for El Centro to use one of our 4 shelters.

MOTION:

Vice Chair McCall made the motion to approve the request as presented with the inclusion of the NC Cooperative Extension being part of the education process. All voted in favor and the motion carried.

NOMINATIONS

1. Fire and Rescue Advisory Committee - 1 vac.

Chairman Lapsley nominated Bret Shaffer for position #1.

Chairman Lapsley made the motion to accept the nomination of Bret Shaffer for position #1. All voted in favor and the motion carried.

2. Henderson County Board of Health - 1 vac.

Chairman Lapsley nominated Dr. Leslie Leidecker for position #4.

Chairman Lapsley made the motion to accept the nomination of Dr. Leslie Leidecker for position #4 by acclamation. All voted in favor and the motion carried.

3. Henderson County Historic Courthouse Corporation/dba/Heritage Museum - 1 vac.

Chairman Lapsley nominated Nancy Edwards for position #6.

Vice-Chair McCall made the motion to accept the nomination of Nancy Edwards for position #6 by acclamation. All voted in favor and the motion carried.

4. Henderson Tourism Development Authority - 1 vac.

Vice-Chair McCall nominated William Richard Rhodes for position #2.

Vice-Chair McCall made the motion to nominate William Richard Rhodes for position #2. All voted in favor and the motion carried

5. Mountain Area Workforce Development Board - 3 vac.

Vice-Chair McCall nominated Beth McCann for position #2, Graham Fields for position #5, and Lisa Richmond for position #6.

Chairman Lapsley made the motion to accept the nominations of Beth McCann for position #2, Graham Fields for position #5, and Lisa Richmond for position #6 by acclamation. All voted in favor and the motion carried.

COMMISSIONER UPDATES

Routine Updates from Commissioners

Commissioner updates included current and ongoing items of interest in the County and allow commissioners an opportunity to bring the full Board up to date on issues that occur between meetings. Commissioners may also use this opportunity to report on related committee work and assignments.

Topics for this meeting were as follows:

Chairman Lapsley provided an update on the Edneyville Sewer Project. The Board received a preliminary engineering report with a number of options. The Board had indicated that they wanted to get out into the community and get input from the citizens once the engineering report had been reviewed. Chairman Lapsley asked the Board to approve a Community Meeting at Edneyville Elementary School to allow the engineer to

explain the options available to the folks in the community that have an interest in the project. Meeting date and time to be determined at a later date.

Chairman Lapsley explained that when the Fiscal Year 2021-2022 budget was adopted at the June 7, 2021 Board of Commissioners Meeting the fee schedule for the Environmental Health Department was approved as part of that budget. Some of the fees that were approved were for Onsite Wastewater System (septic tank) Permits. The fees that were approved in the budget were as follows.

ENVIRONMENTAL HEALTH DEPARTMENT	
ltem	FY22 Fee
Application for Septic Tank Permits	
0 - 1000 gallons	\$400.00
1000 - 3000 gallons	\$450.00
3000+ gallons	\$750.00

Chairman Lapsley asked the Board to consider an increase in fees for septic tank permits. The Board of Health has discussed this at length and has estimated the actual cost of providing the work required for septic tank permits to be approximately \$1,266.00.

Motion:

Chairman Lapsley made a motion for the Board to approve revising the permit fee for 0–3000 gallon systems to \$800.00 and greater than 3000 gallon systems to \$1000.00.

Commissioner Edney asked the Chairman if the Board would consider an amendment to increase the permit fees for septic tank permits for 0-3000 gallons to \$600.00 and for systems greater than 3000 gallons to \$1000.00.

Amended Motion:

Chairman Lapsley amended the motion to revise the fee schedule and increase the permit fee for 0-3000 gallon systems to \$600.00 and greater than 3000 gallon systems to \$1000.00. The revised permit fees to be effective July 1, 2021. The motion passed 4-1 with Commissioner Hill voting nay.

ENVIRONMENTAL HEALTH DEPARTMENT	<u> </u>
Item	FY22 Fee
Application for Septic Tank Permits	
0 - 3000 gallons	\$600.00
3000+ gallons	\$1,000.00

Commissioner Edney revisited the Employee Salary Minimum of \$15.00 an hour that was part of the budget discussion during the Board meeting on June 7, 2021. The Board discussed the findings of research conducted by staff regarding the positions with a starting wage of less than \$15.00 an hour. Assistant County Manager Amy Brantley explained that the Human Resources Department had helped to identify those positions and determine the average number of days that it takes to hire for any of those vacant positions.

Motion:

Commissioner Edney made the motion to establish a minimum \$15.00 an hour starting wage for permanent and auxiliary positions.

Chairman Lapsley stated for the record that Commissioner Hill stepped out of the room and would miss the vote.

The motion passed 4-0, Commissioner Hill was not present for the vote.

Commissioner Edney stated that during budget negotiations he requested \$30,000 for the Flat Rock Playhouse. He explained the \$30,000 was in the donation and dues portion of the budget and he had asked that the amount be moved to Economic Development portion of the budget.

Commissioner Edney remarked the Board had approved \$200,000 for First Contact Ministries. He stated that he had recently become aware of another group called Back on Track Addiction Ministries that is doing the same thing as First Contact Ministries. Back on Track is a much smaller and newer group. Commissioner Edney asked the Board to approve a budget amendment to donate \$20,000 for the group as they need to purchase a vehicle to transport people in recovery. County Manager Steve Wyatt recommended the group contact Amy Brantley to complete the qualifying paperwork so the County could check their 501C status and the item could be placed on the agenda for the upcoming Board of Commissioners Meeting July 21, 2021. Commissioner Edney agreed.

Commissioner Andreotta noted the announcement that the Downtown Merchants Association will have their July 4th parade. The parade will be Saturday morning July 3, 2021.

Steve Wyatt shared that the July 4, 2021 Fireworks will go on as normal to celebrate what this country is all about. In closing Mr. Wyatt added being here in Henderson County and serving in his position as County Manager has probably been the highest honor and privilege in his career.

CLOSED SESSION

The Board is requested to go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3), as allowed pursuant to NCGS 143-318.11 for the following reason:

To consult with an attorney employed or retained by the Board in order to preserve the attorney-client privilege between the attorney and the Board.

Commissioner Edney made the motion to go into closed session pursuant to N.C. Gen. Stat. $\S143-318.11(a)(3)$. All voted in favor and the motion carried.

ADJOURN

Commissioner Edney made the motion to go out of closed session and adjourn at 2:00 p.m. All voted in favor and the motion carried.

Attest:

Denisa A. Lauffer, Clerk to the Board

William Lapsley, Chairman

During the June 16, 2021 regular meeting, the Board enacted the following:

2021.44 Resolution of Appreciation - Steven D. Wyatt

2021.45 Budget Amendment and Bid Award – Mobile Library Vehicle

2021-46 COVID-19 Enactment

Henderson County Board of Commissioners

1 Historic Courthouse Square ● Suite 1 ● Hendersonville, NC 28792 Phone (828) 697-4808 ● Fax (828) 692-9855 ● www.hendersoncountync.gov

William G. Lapsley Chairman Rebecca K. McCall Vice-Chairman



J. Michael Edney Daniel J. Andreotta David H. Hill

RESOLUTION OF APPRECIATION COUNTY MANAGER STEVEN D. WYATT

- WHEREAS, Steve Wyatt is a Western North Carolina native son. He graduated from McDowell High School and attended Appalachian State University receiving his Bachelor of Science in Public Administration. He followed that by receiving a Certificate of Municipal Administration from the Institute of Government at the University of North Carolina, and a Master of Public Affairs from Western Carolina University; and
- WHEREAS, prior to joining Henderson County, Steve was employed in Kingstree SC, Chadbourne, NC, Polk County, Catawba County and Moore County; and
- WHEREAS, in March 2006 Steve Wyatt accepted the position of County Manager of Henderson County; and
- WHEREAS, during his years of service to Henderson County, Steve Wyatt has managed the county budget and ended each year with a surplus, worked to increase cash reserves and implemented a performance based management program that resulted in a reduction of county operational expenses; and
- WHEREAS, throughout his tenure as County Manager, the County has received multiple upgrades in the Bond ratings, resulting in significant savings to our citizens; and
- WHEREAS, during his tenure the County has made substantial investments in the County's public infrastructure county facilities, schools, community college and hospital facilities, and coordinated numerous economic development projects; and
- WHEREAS, Steve Wyatt has represented Henderson County through his service on Boards and Committees for the North Carolina Association of County Commissioners, North Carolina City and County Manager's Association, and Western Highlands Mental Health Board of Directors; and
- WHEREAS, after 37 years of distinguished service to the citizens of North Carolina, with 15 of those years dedicated to the service of Henderson County, Steve Wyatt will retire from his position as County Manager of Henderson County on June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners expresses their deep admiration for the experience and wisdom that Steve Wyatt brought to Henderson County during his tenure as County Manager. On behalf of the citizens and staff of Henderson County, we appreciate and commend you on a job well done. In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

THE BOARD

Adopted this the 16 day of June, 2021.

DENISA A. LAUFFER, CLERK TO

WILLIAM LAPSLEY, CHADMAN

HENDERSON COUNTY BOARD OF COMMISSIONERS

PUBLIC COMMENT SIGNUP SHEET

JUNE 16, 2021

Pursuant to N.C. Gen. Stat. §153A-52.1, the Henderson County welcomes public comment at its meetings. Please note that each speaker is limited to three (3) minutes, unless a different time limit is announced. Also, the Board may adopt rules limiting the number of persons speaking taking the same position on a given issue, and other rules regarding the maintenance of good order.

Each speaker should be aware and by their signatures hereto they agree that their comments may be recorded (by audiovisual recordings, photography or other means), and may be (but are not required to be) broadcast by the County as a part of the broadcast of this meeting, or as a part of the County's programming on its local video channel(s). By their signature they further agree that Henderson County is and will be the sole owner of all rights in and to such programming. The undersigned hereby indemnifies Henderson County, its employees and agents, against any and all claims, damages, liabilities, costs and expenses arising out of the use of the undersigned's images and words in connection therewith.

K.	John Connet PRINTED NAME 160 6th Ave. E Hendersonville WCZ879 MAILING ADDRESS	SIGNATURE Recognition Topic
K.	PRINTED NAME 183 KARLACIS de MAILING ADDRESS	SIGNATURE VACCINE ROllow CAMPAI
<i>/</i> 3.	PRINTED NAME 106 A Westman Award Mailing Address	SIGNATURE Promotion Topic
A.	Janice Parker PRINTED NAME 508 Glover St Hendersonville NC 28792 MAILING ADDRESS	Signature Covid vax campaign Topic

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13.	Anni Maria McCall PRINTED NAME	SIGNATURE
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REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE:

June 16, 2021

SUBJECT:

Budget Amendment and Bid Award-Mobile Library Vehicle

PRESENTER:

Trina Rushing, Library Director

ATTACHMENTS:

Grant Award

II. Bid Tabulation

III. Publishers Affidavit

IV. Matthews Specialty Vehicles Proposal Page

V. Budget Amendment

SUMMARY OF REQUEST:

The Board is requested to approve the low bid amount and authorize the Library staff to proceed with the purchase of a mobile library vehicle from Matthews Specialty Vehicles in the amount of \$237,228. Bidding was conducted between May 5, 2021 and May 17, 2021.

Revenue sources for this project include grant funding and a County match. Per the grant awarded by the State Library of North Carolina, \$100,000 will be awarded. The County will be responsible for the matching portion of \$102,127 as stated in the grant award, as well as additional funds of \$42,223.84 as contract amount of the vehicle exceeds the grant award. Costs for tag, tax and title are also included.

Total cost to the County is \$144,351, to be funded by restricted library donations.

The Board is requested to approve a Budget Amendment, transferring \$144,351 of restricted library donation funds from the General Fund to the Capital Project Fund for the County funded portion of the contract and other associated costs.

BOARD ACTION REQUESTED:

The Board is requested to accept the grant from the State Library of North Carolina and accept the low bid from Matthews Specialty Vehicles in the amount of \$237,228 for a mobile library vehicle as specified and to authorize the Library staff to proceed with the purchase.

The Board is also requested to approve a Budget Amendment, transferring \$144,351 from restricted library donation funds to the Capital Projects Fund.

Suggested Motion:

I move the Board approve the grant award, accept the low bid and approve the budget amendment as presented.

LINE-ITEM TRANSFER REQUEST HENDERSON COUNTY



Department:	FINANCE/LIBRARY			
Please make the	e following line-item transfers:			
What expense	line-item is to be increased?		•	
	Account 405400-553000-9022	Line-Item Description CAPITAL OUTLAY - VEHICLES	Amount \$244,351	
	115980-598040	TRANSFER TO CAPITAL PROJECT FUND	\$144,351	
			\$388,70	2
What expense	line-item is to be decreased?	Or what additional revenue is now expected?		
	Account 404400-458003-9022 404400-403500-9022	Line-Item Description LSTA TECHNOLOGY GRANT TRANSFER FROM GENERAL FUND	Amount \$100,000 \$144,351	
	114990-401005	FUND BALANCE APPROP - LIBRARY DONATIONS	\$144,351	
Justification:	Please provide a brief justification	on for this line-item transfer request.	\$388,70	2 \$0
		ITY MATCH PORTION FOR MOBLE LIBRARY VEHICLE. REST	RICTED LIBRARY DONATIONS TO BI	E
Authorized by Do	epartment Head	Date	For Budget Use Only	у
Authorized by Bo	udset Office	Date	Batch #	
AUDIONZEG Dy Di	nager omce	Date	BA #	
			Batch Date	
Authorized by Co	ounty Manager	Date		_



NC Research.
Library Support.
Talking Books.

statelibrary.ncdcr.gov

June 3, 2021

Trina Rushing
Henderson County Public Library
301 N Washington Street
Hendersonville, NC 28739

Re: LSTA Project Grant Application – Mobile Resource Center

Dear Trina,

Congratulations! The State Library is pleased to inform you that this application has been approved for funding in the amount of \$100,000, with a \$102,127 match.

A public announcement of all 2021-2022 LSTA grant awards will be made today and grant awards will be listed online at https://statelibrary.ncdcr.gov/services-libraries/grants-libraries/lsta-grant-information.

To make it easier for signatures to be gathered in a timely fashion, agreements are sent via DocuSign. How DocuSign works: the Library Director receives the documentation first, then after checking the cover page for accuracy and filling in any missing information, attach any other necessary documents, and then sign the agreement. The agreement is then automatically sent to the 2nd signer, which is the Local Government or Institutional Representative for the awarded library.

Once that person signs, the agreement package is then sent automatically to the State Librarian for execution. Once the State Librarian has signed, all parties receive a completed copy from DocuSign. Please keep this for your records, you will not receive a copy in the mail. LSTA Staff will then email the Project Manager a notification that spending may begin, which includes important information about administering the grant, and any necessary attachments.

Keep in mind that:

The library's authorized representatives AND the State Librarian must sign the Grant
Agreement for the grant to be considered fully executed; thereby completing the awarding
of funds. Funds cannot be encumbered or spent until you have been notified that
spending may begin.

- The Project Manager is the primary contact between your library and the State Library for
 the life of the project. It is expected that when questions arise about expenditures,
 reimbursements, reporting, and anything else related to the grant, the Project Manager
 will be the State Library's primary point of contact. It is the library's responsibility to notify
 the State Library of changes in Project Manager information.
- You are required to <u>credit IMLS</u> and the State Library (see statement below) in all related purchases, publications, and activities in conjunction with the use of the grant funds. "This grant is made possible by funding from the federal Institute of Museum and Library Services (IMLS) under the provisions of the Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-249980-OLS-21)."

Please let me know if you have any questions.

Sincerely,

Galler in his

Catherine Prince, Federal Programs Consultant

	Орг	Bid Ta Formal Bid for Ma ened Monday May					-
Vendor Name	Description of Product 8id	Bid Price Unit Cost	Quantity	Extended Cost	Difference From Low Bid	Notes	
MATTHEWS SPECIALTY VEHICLES	2021,FORD, F59 MSV SERIES 2000	\$ 237,228.00	1	5 237,228.00	·		
FARBER SPECIALTY VEHICLES INC.	FARBER 30EF	\$ 289,160.00	1	\$ 289,160.00	\$ 51,932.00		
SUMMIT BODYWORKS SPECIALTY VEHICLES	2021 F59 STEPVAN	\$ 298,982.00	1	\$ 298,982.00	\$ 61,754.00		
LDV CUSTOM SPECIALTY VEHICLES	LDV MODEL NO 530BOK-34929-20	\$ 299,990.00	1	\$ 299,990.00	\$ 62,762.00		



P.O. Box 1276 Hendersonville, NC 28793 Phone: (828) 698-0407

E-mail: legals@hendersonvillelightning.com

Web: hendersonvillelightning.com

May 5, 2021

Doug Guffey
Purchasing Agent
Historic Courthouse Annex
113 N. King Street
Hendersonville, NC 28792

Advertisement for Sealed Bids: Mobile Library Vehicle

I, William L Moss, affirming the following under the penalties of perjury state:

I am editor and publisher of the *Hendersonville Lightning*, a newspaper published, issued and entered as periodical mail in the City of Hendersonville, County of Henderson and State of North Carolina. I hereby certify that the advertisement annexed hereto was published in the editions of the *Hendersonville Lightning* on the following date or dates:

5/05

And that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and is a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 5th day of May, 2021.

(Signed)

Sworn to and subscribed before me this 5th day of May, 2021.

Janet R. Chapir

_Notary Public

My commission expires December 11, 2024.

NOTAR ON STATE

PUBLIC NOTICE-**ADVERTISEMENT** FOR SEALED BIDS HENDERSON COUNTY Henderson County will accept sealed bids for the furnishing of (1) Mobile Library Vehicle as specified until 3:00 PM EST, Monday, May 17, 2021 at the Henderson County Finance Department, 113 North Main Street, Hendersonville, NC 28792 where the birds will be publicly opened and read aloud. Bids must be sealed and visibly labeled as "Henderson County Library: Mobile Library Vehicle". This project was supported by a grant containing federal funds from the State Library of North Carolina; Library Services_and Technology Act. The vehicles must conform to the specifications provided and will be awarded based upon the lowest responsive responsible bidder standard.; '.A copy of the bid package may be obtained from the Henderson County Finance Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding Holidays, or on Henderson County's website at https://www.hendersoncountync.gov/rfps. Bidders with questions regarding vehicle specifications and/or the bid process should contact Doug Guffey, Purchas-

ing Agent, at 828-



right to reject any and/ or all bids received, or to select the bid which, in our opinion, is in the best overall, interest of the County.

Doug Guffey, Purchasing Agent Henderson County Finance Department

5/05

PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

CHASIS YEAR, MAKE, MODEL	DELIVERY TIME	UNIT PRICE	Extended Price
2021, Ford, F59 MSV Series 2000	300-360 Days	\$237,228.00	\$237,228.00

	FOF
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	 -
Warranty period: 1 Year Limited Conversion Warranty Dennis Hoag	
Printed Name of Firm Representative	
Matthews Specialty Vehicles	
Name of Firm Submitting Proposal Signature of Firm Authorized Representative	
211 American Avenue Greensboro, NC 27409 VP of Sales & Marketing	
Firm Address Title	
336-297-9600 x 607 dhoag@msvehicles.com	
Telephone Number Email Address	
Please select whether you are defined as a Historically Underutilized Business (M/WBE). If please provide the certificate to support this status designation	yes,
□ Yes	
. ⊠ No	

GRANT AGREEMENT LSTA 2021-2022 Project Grant

State Project Code: NC-21- 18

Henderson County Public Library

ins is an agreement by and		
nerematter referred to as "the Cultural Resources, hereina	e Library," and the fler referred to a	the State Library of North Carolina, Department of Natural and s the "State Library."
Institution and/or Library N	ame: Hendersor	County Public Library
Mailing address: 301 N V	Washington Street	
City, State, ZIP: Henders	onville	,NC 28739
Project manager name/title:	Trina Rushing	
Project manager telephone:	828-697-4725	
Project manager email:	trushing@hende	rsoncountyne.gov
DUNS number:	91255869	
Federal Employer Identificat	ion Number:	56-6000307-A
Indirect cost rate for this awa	ord:	N/A
Library fiscal year ending da	te: June 30	
		······································

Federal Award Identification Information required by 2 CFR 200.332

Federal Award ID number: LS-249980-OLS-21

Federal Award Date: January 19, 2021

Grant Award Period Start and End Date: July 1, 2021 - June 30, 2022

Amount of Federal Funds Obligated by this Action: \$100000

Federal Award Project Description as required by FFATA: LSTA State Grants

Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library

of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796,

catherine.prince@ncdcr.gov.

CFDA Name / Number: LSTA State Grants / 45.310

This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 46011495410145.

IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:

- 1. Accept and administer an LSTA grant from the State Library in the amount of \$100000 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.
- 2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; and Nondiscrimination.

- 3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
- 4. Encumber and expend project funds (grant and matching)
 - only upon or after the effective date of this grant agreement and before its termination;
 - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
 - in accordance with all applicable local, state and federal laws and regulations.
- 5. Expend project funds in a manner that ensures free and open competition.
- 6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures (grant and matching) as defined in the grant application, at least quarterly, on or before October 15, January 15, and April 15.
- 7. Submit grant project status reports, briefly describing current and anticipated project expenditures and project activities, as requested by the State Library.
- 8. On or before April 15, 2022, request a minimum of seventy-five percent (75%) of the award amount and provide documentation for seventy-five percent (75%) of the required match; provide a list of remaining activities with an estimate of remaining grant and matching expenditures as defined in the grant application.
- 9. Complete all project expenditures (grant and matching) by **June 30, 2022**, or by the termination date of this agreement as amended by mutual consent.
- 10. On or before July 15, 2022, submit a final request for reimbursement.
- 11. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 12. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
 - 13. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-249980-OLS-21)." Submit a copy of any publications or materials produced under the grant to the State Library.
 - 14. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
 - 15. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this

- agreement and must provide all information necessary for the Library to comply with the terms of this agreement.
- 16. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.
- 17. Submit a final report to the State Library by August 31, 2022, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
- 18. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
- 19. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
- 20. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
- 21. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
- 22. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
- 23. If not already on file, file with the State Library a copy of the Library's policy addressing conflicts of interest that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
- 24. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

THE STATE LIBRARY AGREES TO:

- 1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.
- 2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted quarterly by the Library. Pay by June 30, 2022, all approved requests received on or before April 15, 2022, and by August 31, 2022, all approved requests received by July 15, 2022.
- 3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
- 4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by September 30, 2021 may be withdrawn.

[Dlagga sign halow]

[Flease sign below.]	
DocuSigned by:	
x Trina Rushing	6/4/2021
Signature, Library Director	Date
Trina Rushing	
Printed Name	g and a second of the second
x Challein & Jakelly	6/17/2021
Signature, Local Government or Institutional Representative	Date
William Lapsley	Chairman Menderson Count
Printed Name	Title Commission
Timothy G. Owens	6/17/2021
X	
Signature, Timothy G. Owens, State Librarian	Date

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian before any funds may be encumbered or expended for the project.

Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded. The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at https://www.sam.gov.

Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/ activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at http://www.imls.gov/recipients/imls acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 et. seq); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR
 200, Subpart F Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 Nonprocurement debarment and suspension
- 2 CFR 3186 Requirements for drug-free workplace

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION

1. DEBARMENT AND SUSPENSION

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

2. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the grantee) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. FEDERAL DEBT STATUS

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

4. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), which prohibits discrimination on the basis of disability in Federally-assisted programs; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685-86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance:
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

Signature of Authorized Certifying Official

William Lapsley

Henderson County Print Name and Title of Authorized Certifying Official

6/17/2021

Date

I have attached my Conflict of Interest Policy

My Conflict of Interest Policy is on file

I have attached my LSTA Partner Statement(s)

My LSTA Partner Statement(s) are on file or I don't have eligible partners

Certification Regarding Debarment and Suspension; Lobbying; etc.

CIPA COMPLIANCE CERTIFICATION FORM

for Public Libraries

As the authorized library representative, I hereby certify that the library is (check only one of the following boxes)

(0110011	only one of meromorning boxesy			
A. X	CIPA Compliant The applicant library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.			
	OR			
В. 🗌	The CIPA requirements do not apply because no funds made available under the LSTA program will be used to purchase electronic equipment capable of accessing the Internet or to pay for direct costs associated with accessing the Internet.			
Trina Ru	shing			
PyPATEE	Hather of library director			
trina	Rushing			
Signatui	e of library director			
6/4/2021				
Date				

CIPA COMPLIANCE INFORMATION

Libraries that are neither public libraries nor public elementary or secondary school libraries are not subject to CIPA and do not have to comply with this law.

Overview

CIPA is the Children's Internet Protection Act, which applies to public libraries and public elementary and secondary school libraries seeking funds under the federal Universal Service (E-rate) program or the Library Services and Technology Act (LSTA) grant programs funded by the Institute of Museum and Library Services (IMLS) and administered by the State Library of North Carolina.

Affected Libraries

The following types of libraries applying for LSTA grants from the State Library of North Carolina must be CIPA compliant and must submit the CIPA Compliance Certification Form with their signed Grant Agreement.

- Public libraries
- Public school libraries
- Consortia with public and/or public school libraries

If a library type listed above is already compliant with CIPA under the rules for receiving E-rate funds, that library is not affected by the rules established for LSTA grant recipients. Accordingly, the compliance information in this document applies **only** to libraries meeting **all three** of the following conditions. The library is:

- 1) a public library or public elementary or secondary school library,
- 2) NOT required to comply with CIPA through the federal Universal Service (E-rate) program, and
- 3) seeking LSTA funds for the purchase of technology used to access the Internet and/or for the payment of direct costs associated with accessing the Internet.

Libraries that are required to comply with CIPA because of the receipt of funds from the Universal Service (Erate) program must adhere to a different and more stringent set of requirements. More information about those requirements may be found at http://statelibrary.dcr.state.nc.us/hottopic/cipa/cipa.htm. The compliance information in this document does not apply to libraries that must comply with CIPA under the Universal Service (E-rate) rules.

Purchases That Require CIPA Compliance

A library that is subject to CIPA under the rules for LSTA must comply with the law when either of the following are approved for purchase with LSTA funds:

- technology used to access the Internet, or
- direct costs associated with accessing the Internet (i.e., the costs of connecting to an Internet service provider [ISP]).

Requirements for Compliance

The policy requires that some form of "technology protection measure" be in use on all computers used to access the Internet. This includes computers that were not purchased with LSTA funds but that are used to access the Internet. The law provides no other guidance on technology protection measures. According to the CIPA legislation, the technology protection measure may be disabled upon the request of the user for "bona fide research or other lawful purposes." The law as applied to LSTA grant recipients does not differentiate between minors and adults when a request is made to disable the technology protection measure or unblock a website. Anyone may make such a request. For purposes of CIPA, a "minor" is someone under 17 years of age.

To receive LSTA funds for purchases listed above, the library must have in place a policy of:

- a) Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; or (III) harmful to minors; and is enforcing the operation of such technology protection measure during any use of such computers by minors; and
- b) Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; and is enforcing the operation of such technology protection measure during any use of such computers."

Note that the difference between (a) and (b) is that (a) applies to minors and includes the category of "visual depictions" that are "harmful to minors", while (b) applies to adults and does not include the category "harmful to minors".

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION

1. DEBARMENT AND SUSPENSION

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

(a) Are presently excluded or disqualified;

(b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;

(c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a);

(d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

2. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the grantee) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Juvenile Crime Prevention Council Certification

Fiscal Year: <u>2021-2022</u>	
County: Henderson	
G.S. 143B-853 allows for a 2-year funding cycle for programs 41.	
	ents of the
i journal of the following Carlos	
(Check 2-year if the JCPC has a mixture of 1-year and 2 year finds)
1-Year Funding: FY 21-22 2-Year Funding: FY and FY	y.)
CERTIFICATION STANDARDS	
STATE OF THE PARTY	
STANDARD #1 - Membership	
A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?	
B. Is the membership list attached?	Yes
C. Are members appointed for two wars to read to the	Yes
C. Are members appointed for two-year terms and are those terms staggered? D. Is membership reflective of social-economic and racial diversity of the community? E. Does the membership of the description of the community?	Yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the	No
required positions as provided by N.C.G.S. §143B-846?	
If not, which positions are vacant and why?	No
The Board of Commisioners understand and have tried to help with students. School stransportation present a roadblock. We're also working to address social-economic andiversity.	d racial
A. Does the JCPC have written Bylaws?	
B. Bylaws are attached or on file (Select one.)	Yes
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.	
D. Does the JCPC have written policies and procedures for funding and review?	Yes
E. These policies and procedures ☐ attached or ☒ on file. (Select one.)	Yes
F. Does the JCPC have officers and are they elected annually?	
JCPC has: ☑ Chair; ☑ Vice-Chair; ☐ Secretary; ☑ Treasurer.	Yes
Treasurer.	
ATAMBARA III	
A. JCPC meetings are considered open and public notice of meetings is provided.	
B is a quorum defined as the material of many bands is provided.	Yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings?	
C. Does the JCPC meet six (6) times a year at a minimum?	Yes
D. Are minutes taken at all official meetings?	Yes
E. Are minutes distributed prior to or during a share and a second at the second at th	Yes
E. Are minutes distributed prior to or during subsequent meetings?	Yes

Yes

	Juvenile Crime Prevention	n Council Certification (cont'd)	
A			
В.	Does the JCPC conduct a minimum of bienni needs assessment, monitoring of programs a Is this Annual or Biennial Plan presented to the and to DPS?	al planning process which includes a	Yes
C.	Is the Funding Plan approved by the full course	cil and cubratily the a	Yes
	for their approval?	on and submitted to Commissioners	Yes
(profit agencies which serve children or their factorium members? (X) PEP, distribution is	innies and to other interested	
i	Does the JCPC complete a minimum of bienn in information available to agencies which serve interested community members?		Yes
			Yes
A. A n lo	s recipient of the county DPS JCPC allocation overdue tax debts, as defined by N.C.G.S. coal level?	o Overdue Tax Debt n, does the County certify that it has §105-243.1, at the Federal, State, or	
D	y outline the plan for correcting any areas of		Yes
ease	complied with the Standards as documented to \$15,500 of its annual Juvenile Crime Prevents of the council. Budget pages (sections iture's must be attached to this certification. The JCPC Certification must be received.	d herein, the Juvenile Crime Prevention fund allocation to cover admins VI and VII) printed from NCALLIES sived by DPS by June 30 th annually	istrative and detailing the
	JCPC Adminis	strative Funds PF REVENUE	
	DPS JCPC Only list requested funds for JCPC Administrative Budget.	5400	
	Local		
	Other		
,	Total	5400	
San	Us Burd &		
PCC	theirperson	5-2	4.2071
	1111		

Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Form structure last revised January 29, 2021 NC Department of Public Safety

Chairman, Board of County Commissioners

5/17/21 Date

Juvenile Crime Prevention Council Certification (cont'd)

DPS Designated Official

Date

Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Form structure last revised January 29, 2021 NC Department of Public Safety

			STATE STATE
Henderson	County	FY 2021-2022	

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	T C .
School Superintendent or designee	Matthew Gruebmeyer	Director of Student Services	⊠ ⊠	W	Gende
2) Chief of Police or designee	Garrett Gardin	Officer		W	
3) Local Sheriff or designee	Richard Simpson	School Resource		W	M
4) District Attorney or designee		Officer			141
5) Chief Court Counselor or designee	Adrienne Becton-	Chief Court		В	
Director, Local Management Entity/Managed Care Organization (LME/MCO), or designee	Marsh Angela Garner	County Relations Representative		W	F
7) Director DSS or designee	Libby Meyers	Program Manager	57	W	
8) County Manager or designee	Megan Powell	Internal Auditor	N N	W	F
9) Substance Abuse Professional	Michelle Geiser	Prevention Specialist	×	W	F
10) Member of Faith Community	Eric Gash	Pastor and Prinicpal		В	F
11) County Commissioner12) Two persons under the age of 21, or	J. Michael Edney	County Commissioner		W	M
one person under the age of 21 and one member of the public representing the interests of families of at-risk juveniles				-	
13) Juvenile Defense Attorney	Kassia Walker	Juvenile Defense Attorney		В	F
14) Chief District Judge or designee	Kimberly Gasperson	District Court Judge	M	W	F
5) Member of Business Community	Patty Adamic	Business Owner		W	F
6) Local Health Director or designee					· r
7) Rep. United Way/other non-profit	Linda Carter	WCCA		W	-
8) Representative/Parks and Rec.	Erin Hendrix	Recreation Program Coordinator		W	F
9) County Commissioner appointee	Courtney Davis	Member at large		11/	
0) County Commissioner appointee	Rich Arell	Member at large		W	F
l) County Commissioner appointee	Michael Gannon	Member at large			M
2) County Commissioner appointee	Sally Buchholz	Member at large		W	M
County Commissioner appointee				W	F
County Commissioner appointee					
County Commissioner appointee					



North Carolina Department of Public Safety JCPC Certification Budget Pages

SECTION	BUDGET NARRATIVE				
	County Juvenile Crime Prevention Council FY 2021-2022				
Provide	justification of each line item entry in the Line Item Budget section.				
		Indicate In K	ind items by		
4					
Item#	Justification Administrative services	Expense	In-Kind?		
	Food & Provisions	\$4,200			
	Office Supplies for the year: Paper, Ink, Binders, Dividers, etc	80 \$440			
340	340 To print JCPC rack cards				
370	To place RFP in Hendersonville Times News	\$400 \$280			
L		1 \$200			
					
		·			
					
					
					
	TOTAL				
Section V		\$5,400			
For each e	mployee list the following information	٠			
		Annual or	Months of		
	Job Title	Hourly Wage	Employment		
·					
-					
_					

·, ·· ·					

SECTION VII

JCPC Certification Budget Pages County Juvenile Crime Prevention

Program: County Juvenile Crime Prevention Council Fiscal Year 2021-2022 Number of months Cash In-Kind **Total** I. Personnel Services \$4,200 \$4,200 120 Salaries & Wages 180 Fringe Benefits 190 Professional Services \$4,200 \$4,200 II. Supplies & Materials \$520 \$520 210 Household & Cleaning 220 Food & Provisions \$80 \$80 230 Education & Medical 240 Construction & Repair 250 Vehicle Supplies & Materials 260 Office Supplies & Materials \$440 \$440 280 Heating & Utility Supplies 290 Other Supplies & Materials III. Current Obligations & Services \$680 \$680 310 Travel & Transportation 320 Communications 330 Utilities 340 Printing & Binding \$400 \$400 350 Repairs & Maintenance 370 Advertising \$280 \$280 380 Data Processing 390 Other Services IV. Fixed Charges & Other Expenses 410 Rental of Real Property 430 Equipment Rental 440 Services & Maint. Contracts 450 Insurance & Bonding 490 Other Fixed Charges V. Capital Outlay 510 Office Furniture & Equipment 530 Educational Equipment 540 Motor Vehicle 550 Other Equipment 580 Buildings, Structures & Improv. Total Form JCPG/OP 002 (8) JCPC Contification Budger Pages \$5,400 \$5,400

Form structure last revised July 2014 NC Department of Public Safety

	,020	30%			January 4, 2021
Anticipated Co.		Required Local Match Ra	te		Date Advadiced
The Juvenile Crime Pro the NC Department of serve delinquent and a	evention Council (JCPC Public Safety, Division of I-risk youth for the state	has studied the risk fectors and needs of Juveni of Adult Corrections and Juvenile Justice, Juvenile liscell year 2021-2022 beginning on, or after, July	le Court involved your e Community Program 1, 2021 The use of	th in this county and hereby publishes this F as section in the amount stated above to fur these funds in this county requires a local n	Request for Proposals. The JCPC anticipates funds from at the program types specified below. Such programs we match in the amount specified above.
The JCPC will conside	er proposals for the fo	lowing needed programs:			
l. Interpersonal skills		6. Restorative Justice	1	Psychological Assessment	
. Mediation		7. Tutoring/Academic Enhancement	1	2. Group Home	
B. Memoring	.te. 6t	8. Parent/Family Skills Building		3. Structured Day	
l, Restitution/Commu i. Vocational Skills	iny service	Experiential Skilt Building Services Temporary Shelter	1	4. Runaway Shelter	
roposed program se	vices should target th	e following risk factors for delinquency or re	nest dellnauency:		
The elevated number of	of youth who are age 12	or younger for first delinquent offense alleged in	a complaint • The ele	evaled number of youth with oder corious	displace Co.
The elevated number of	of youth with known sub	stance abuse; alcohol or other drugs • The eleva	fed number of wouth	with 1.3 prior reference	ijudication
		behavior problems . The elevated number of			·
The elevated number of		-	CONT. MILLION IN ACID.	~	
	*,	Is that are able to supervise			
rograms should addr	ess the following cond	arns as reported in the Needs Assessments	for adjudicated you	lh:	
eer Domain:		of association with delinquent peers	•		
idividual Domain:	 Youth need mo 	er of youth who are victims of abuse, neglect e mental health essessment' • Basic physical of te of known substance abuse: alcohol and othe	iceds illimet	l intervention needs	
antily Domain:	 Elevated number Elevated number 	er of youth who have family members with su or of youth who have family with marginal to or of youth who have family members with a c or of youth with domestic violence in the home	inadequate supervisi riminal history	on skills	
chool Domain:		of school behavioral issues • School functioni		· •	
pplicants are being	sought that are al	le to address items below:			
Program services are The program has an e	outcome-based. valuation component.	at are shown to be effective with juvenile offend and divert individual, if applicable.	lers.		•
ocal public agencies,	501(c)(3) non-profit co	rporations and local housing authorities ere	invited to submit a	oplications to provide services addressin	ng the above elements.
	Mary M		at		28) 778-7303
	JCPC Chairperso	n or Designee	_		Telephone #
iter submitting the ap	olication electronically	by accessing NC ALLIES. Please read and t ; print and submit hard copies as indicated i	allow til isolavstice	complete and submit your application or as at the following link: https://cp.ncdjidp prolits are also required to submit No Ow	aliaa
All NEW applica	nte will be required to	attend a Program Agreement Orientation W	orkshop with State	Consultant, Regina Arrowood, scheduled	f on January 28th, 2021 at 9:30 a.m. via Webex.
		NOTE: For further information, or tech contact your Area (nical assistance al Consultant, Regina	bout applying for JCPC funds in this co	ounty,
	tion is:	February 12, 2021		by 5	
eadline for Applica		1 CDI UZIY 12, 2021			
eadline for Applica ail or deliver	Kathryn Finotti	ouse. Hendersonville, NC			P.M.

Henderson County RFP Distribution List 20/21

Current Programs

- Aspire Kids at Work
- Aspire Vocational Directions
- Boys and Girls Club
- Mediation Center
- Blue Ridge Literacy Council
- Trinity Place

Other Community Resources:

- Big Brothers Big Sisters
- Boy Scouts/Girl Scouts
- 4H Club
- Family Preservation Services
- NC Mentor
- Youth Villages
- RHA/ARP
- Alexander Youth Network
- Safelight/Andi Craven
- Crossnore
- West Care
- New Hope
- Elida
- Innovative Compliance Solutions
- Adolescent Pregnancy Prevention
- Crosswalk
- Children and Family Resource Center
- Eckerd Camp
- AMI Family Therapy
- Teen Court Karen Peerson

STATE OF NORTH CAROLINA **HENDERSON COUNTY**

Times-News

CERTIFICATION OF PUBLICATION

I. Patrice Edwards, affirming the following under the penalties of perjury

I am employed by Times-News, an affiliate of Gatehouse Media. The Times-News is a daily newspaper of general circulation published in the city of Hendersonville, county of Henderson, and state of North Carolina I hereby certify that the advertisement annexed hereto was

published in the editions of The Times-News on the following date of dates:
1/10/21
And that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.
(Signed) LULLU COULO (Signed) Patrice Edwards
Sworn to and subscribed before me,
this day of January, 2021.
Muy Hoped

Nancy Hogsed V Notary Public for South Carolina My commission expires on: September 9th, 2025 This document was notarized in South Carolina



The Henderson County Juvenile Crime Prevention Council (JCPC) announces the availability of \$266,020 in Intervention and prevention funds for services to youths most at risk of court involvement. JCPC funds require a local cost or in-kind market of 30%. Based on the JCPC Risk and Needs Assessment conducted to date, the risk factors affecting Henderson County have been identified to be the following.

The elevated number of youth with 1-3 prior retentals.

The elevated number of youth who are age 12 or younger for first delinquent offense alleged in a complaint.

The elevated number of youth with prior serious adjudication.

The elevated number of youth with prior serious adjudication.

The elevated number of youth with hove a known use of alcohol and or illegal drugs.

hol and or illegal drugs
The elevated number of youth who have school behavior prob-

lems
The elevated number of youth with risk levels 3-s
The elevated number of youth who lack pro-social peers
The elevated number of youth who lack parents that are able to

The elevated number of yourn with nan revers as
The elevated number of youth who lack parents that are able to
supervise them
The JCPC planning process conducted to date, detected service
intervention needs to address the following areas:
Increase in high level intervention needs
Lack of involvement with pro-social pears
High levels of school behavior problems
Increased rate of substance abuse in youth
Merrit retaith Assa. Smant
Increased rate of substance abuse in youth
Merrit retaith Assa. Smant
Inadezable in-home supervision
Family Criminality
Substance abuse in the home
Abuse neglect, a lack of support of victims of
abuse/neglect
Conflict in the home
Disability of parent or guardian
School functioning below grade level
The Henderson County LPPC will consider proposals for the following needed programs:
Interpersonal Skills
Mediation
Mentoring
Restitution/Community
Service
Tutoning/Academic Enhancement
Restitution/Community
Service
Tutoning/Academic Enhancement
Parent-Family Skill Building
Experiential Skill Building

All NEW applicants will be required to attend a Program Agree-ment Orientation Session scheduled on January 28, 2021 of 9:30 a.m. via Webex.

In order to apply for FY 2021-2022 JCPC funding, you must complete and submit your application ankine by accessing NC ALLES. Please read and follow all instructions at the following link: https://cp.ncdjidp.org/CP/

After submitting the application in NC ALLIES, print and submit ONE hard copy to Kathryn Finotti on February 12th, 2021 by 500 pm, at the Historic Countbouse. I Historic Courthouse Square Suite 2 Hendersonville. NC. 28792. 1828) 494-5042.

Private non-profits are also required to submit No Over Due Tax forms, Conflict of Interest Statements, and proof of 501(c)(3) status.

80th the paper and electronic copies must be received for a program to be considered.

Local public agencies, 501 (c) (3) non-pratit corporations and lo-cal housing authorities wishing to submit applications for pro-grams to provide any of these Intervention services may confact the JCPC Administrator or Area Consultant for more information:

Tiffany Foster JCPC Administrator TCFoster@mail.com

Reging Arrowood Area Consultant Deportment of Juve-mic Justice and De-lingueury Prevention (828) 196-4743

1/6, 2021

471998

106 Henderson Crossing Plaza • Hendersonville, NC 28792 P. O. Box 490 • Hendersonville, NC 28793 828/692-0505 • FAX 828/692-2319 • 828/693-5581 www.blueridgenow.com



N.C. Department of Juvenile Justice and Delinquency Prevention Contract for Professional Services

This Contract for Professional Services is entered into by and between the Henderson County Juvenile Crime Prevention Council, (hereinafter referred to as the Agency), and Jennifer Mauney (hereinafter referred to as the Contractor).

The Agency and the Contractor do mutually agree as follows:

- 1. Term of Agreement. This agreement shall become effective July 1, 2021 and shall terminate June 30, 2022. This contract may be terminated by either party by providing a thirty days written notice to the other party.
- 2. Payment to Contractor. Agency and Contractor agree that the services will be delivered at the rate of \$1050 per quarter for the term of this contract. The Contractor must submit a request for compensation at the end of each quarter.
- 3. Funding. All terms and conditions of this Contract are dependent upon and subject to the allocation of funds for the purpose set forth in this Contract, and this Contract shall automatically terminate if funds cease to be available. An additional amount of \$440 will be available for office supplies and materials related to the JCPC as well as \$400 for printing rack cards, \$280 for advertising purposes and \$80 for meeting refreshments.
- **4. Taxes.** The Contractor shall be considered an independent Contractor and as such shall be responsible of all taxes.
- **5. Responsibilities of Contractor.** The Contractor hereby agrees to provide the following services in a manner satisfactory to the Agency, within the stated time frames.
 - A. Prepare agenda and communicate all meeting information to Council Members monthly
 - B. Facilitate monthly meetings, take notes and attendance
 - C. Prepare minutes and other council reports and paperwork including Certification Plan
- D. When needed, a suitable stand-in may attend meetings to assist the administrator in his/her duties with advanced notice to the council.



N.C. Department of Juvenile Justice and Delinquency Prevention Contract for Professional Services

Program Administrator Name:	Sally Buchholz
(Agency) Mailing Address:	
Signature of Administrator:	Lally Buchles Date: 5/24/21
Contractor Name:	Jennifer Mauney
(Contractor)	14 Forge Dr.
(Contractor) Mailing Address:	Mills River. NC 28759
	(828) 674-0071
Signature of Contractor:	maurey Date: 5/6/300
Contractor Social Security Number:	242-35-8131

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE:

June 16, 2021

SUBJECT:

Vehicle Purchases for FY2022 Budget Year

PRESENTER:

Amy Brantley, Assistant County Manager

Doug Guffey, Purchasing Agent

ATTACHMENTS:

I. Ilderton Dodge Sheriff Association Pricing Quote

II. Bid Tabulation: State Contract & Sheriff Association Pricing

III. Analysis of Price Increase

SUMMARY OF REQUEST:

The purchase of twenty-three Dodge Chargers is budgeted within the Sheriff's Office for FY2022 in the amount of \$650,624.00. Included in the budget amount is vehicle cost, tax, tag and title for each vehicle, as well as a 5% contingency to account for any potential price fluctuations. Due to supply chain interruptions and purchasing constraints and because 2022 year model Dodge Chargers are expected to include an estimated 3-9% increase and will be significantly delayed, the staff is requesting to order 2021 year model Dodge Chargers by June 17, 2021. Doing so will save the County the potential price increase and will result in faster delivery of the vehicles.

Attached is a quote from Ilderton Dodge for the vehicle cost of the twenty-three Dodge Chargers in the amount of \$601,450.00 utilizing North Carolina Sheriffs Association pricing. Ilderton Dodge is part of a purchasing cooperative, which is an exception to competitive bidding requirements pursuant to NCGS 143-129(e)(3).

BOARD ACTION REQUESTED:

The Board is requested to accept the North Carolina Sheriffs Association pricing from Ilderton Dodge in the amount of \$601,450.00 as specified and authorize the Sheriff to proceed with the purchase.

Suggested Motion:

I move the Henderson County Board of Commissioners to accept the North Carolina Sheriffs Association pricing from Ilderton Dodge in the amount of \$601,450.00 as specified and authorize the Sheriff to proceed with the purchase.

LINE-ITEM TRANSFER REQUEST HENDERSON COUNTY



Department:	FINANCE/LIBRARY			
Please make the	e following line-item transfers:			
What expense	line-item is to be increased?			
	Account 405400-553000-9022	Line-Item Description CAPITAL OUTLAY - VEHICLES	Amount \$244,351	
	115980-598040	TRANSFER TO CAPITAL PROJECT FUND	\$144,351	
What expense i	ine-item is to be decreased?	Or what additional revenue is now expected?		388,702
THISE OXPORTOR		or what additional reveiling is flow exhacted t		
	Account 404400-458003-9022 404400-403500-9022	Line-Item Description LSTA TECHNOLOGY GRANT TRANSFER FROM GENERAL FUND	Amount \$100,000 \$144,351	
•	114990-401005	FUND BALANCE APPROP - LIBRARY DONATIONS	\$144,351	
Justification:	Classes amaide a brief is militar time		· · ·	388,702
TO BUDGET FOR	GRANT FUNDING AND COUN	n for this line-item transfer request. TY MATCH PORTION FOR MOBLE LIBRARY VEHICLE. REST	RICTED LIBRARY DONATION	\$0 IS TO BE
USED AS THE CO	DUNTY MATCHING PORTION.	BOC APPROVED 6.16.2021.		
		·		
Authorized by De	partment Head	Date	For Budget	Use Only
Authorized by Bu	dget Office	Date	Batch #	
,			BA #	<u></u> _
Authorized by Co	unty Manager	Date	Batch Date	 ,





701-712 South Main Street High Point, NC 27260 (336) 841-6100



AUTHORIZED PERSONEL



	50	HIHERSIAL	0/9/202
Buyer	HENDERSON COUNTY	Cell:	
	SGT WILLIAMS		
Dhama			
	828-243-1420	Phone:	
Landi	jwilliams@hendersoncountync.gov	Fax:	
			TRADE
VEHICLE	DODGE CHARGER PURSUIT	Make:	
	2021	Model:	
Color:	BLACK	Year:	
Engine:	5.7L V-8 HEMI MDS VVT	Color:	
Drive	RWD 8-SPEED AUTO 8HP70	VIN:	
Mileage:		Stock #:	
		ACV:	
MSRP			
Sale Price	NC SHERIFF ASSOCIATION 21	07 00 00	FAF
	THO SHERIFF ASSOCIATION 21-	#119	\$25,172.00
Options Includ	led	#119	
POLICE PKG 29A,	PARKVIEW REAR CAMERA, 18" WHEEL COVERS		
ULL SIZE SPARE	RED/WHITE DOME LIGHT, VINYL FLOOR, CONVENIEN	ICE GROUP	
INYL REAR SEAT			20.00
	EADING/MAP LIGHT		\$0.00
DELETE SPARE T			(\$95.00)
LEET SAFETY GI			\$333.00
ADDITIONAL KEY BLACK LEFT LED	The state of the s		\$142.00
ICENSE PLATE B			\$142.00
ONVENIENCE GF	the state of the s		
Options Tota			\$456.00
Sprions 10to	21		\$978.00
Sub Total			\$26,150.00
NITS	23	AL HUMANIA DAIR THE PARTY OF TH	Ψ20,130.00
ALL LOW AND LONG TO A CONTROL OF THE	HACHE THE THE THE THE THE THE THE THE THE T		
BALANCE	DUE		\$601,450.00
	77 - 7 - 17		THE RESIDENCE OF THE PARTY OF T
fanager	Kim Tuttle	Customer	
	ASST DIRECTOR OF FLEET SALES		AUTHORIZED PERSONEL

PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

CHASIS YEAR, MAKE, MODEL	DELIVERY TIME	UNIT PRICE	Extended Price
2021, Ford, F59 MSV Series 2000	300-360 Days	\$237,228.00	\$237,228.00

PLEASE NOTE BID PRICES AND SPECI 120 DAYS AFTER THE BID	FICATIONS SHALL BE FULI DUE DATE UNLESS NOTE		
	**		
·			
	Dennis Henry		
Warranty period: 1 Year Limited Conversion Warranty	Dennis Hoag Printed Name of Firm Represent	ativo	
Matthews Specialty Vehicles	O- When	ative	
Name of Firm Submitting Proposal	Signature of Firm Authorized Re	presentat	ive
211 American Avenue Greensboro, NC 27409	VP of Sales & Marketing		
Firm Address	Title		ATTENDED TO STATE OF THE STATE
336-297-9600 x 607	dhoag@msvehicles.com		
Telephone Number	Email Address		STANDARD STA
			9
**Please select whether you are defined as please provide the certificate to support the		usiness (N	1/WBE). If yes,
· □ Yes · ☑ No			

Analysis of Price Increase if not Ordered by June 17, 2021 Twenty-Three Dodge Chargers							
Ilderton Dodge Sheriff Association Pricing	3%	4%	5%	ercent Increas	se 7%	8%	
(2021 Model Year)							9%
\$ 601,450.00	\$ 18,043.50	\$ 24,058.00	\$ 30,072.50	\$ 36,087.00	\$ 42,101.50	\$ 48,116.00	\$ 54,130.50

Bid Tabulation: State Contract & Sheriff Association Pricing Twenty-Three Dodge Chargers					
Vendor Name	Description of Product Bid	Bid Price Unit Cost	Quantity	Extended Cost	Price Difference from Low Bidder
(Iderton Dodge (Sheriffs Association)	2021 Dodge Charger Pursuit (Black)	\$ 26,150.00	23	\$ 601,450.00	
Ilderton Dodge (State Contract)	2021 Dodge Charger Pursuit (Black)	\$ 26,244.00	23	\$ 603,612.00	\$ 2,162.00

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE:

June 16, 2021

SUBJECT:

Permitting and Inspections Software

PRESENTER:

John Mitchell, Business and Community Development Director

ATTACHMENTS:

Yes

1. Budget Amendment

2. Dude Solutions Contract

SUMMARY OF REQUEST:

At the Board's direction, community development staff including the Planning, Zoning, Permitting, Tax, Environmental Health, and Emergency Management Departments have completed the process of selecting a new permitting software system. After a multi-month review of various providers, the selection committee recommends contracting with Dude Solutions to provide the software.

This new software system will provide greater accessibility to the public, allow quicker review times, and provide the ability for online payments. Documents and permit information will be available online, and the new system will interface with existing systems in the Finance and the Tax Departments. Additionally, the system will allow for greater data analysis to help small business owners, citizens, and the government direct resources.

The Total Initial Investment of \$99,632 for the system will be funded through Restricted Fund Balance. A Budget Amendment to appropriate those funds, restricted for use by Building Inspections, is attached.

Implementation is expected to be complete within eight months.

BOARD ACTION REQUESTED:

The Board is requested to approve the budget amendment, approve the contract with Dude Solutions, and authorize Staff to execute the necessary documents.

Suggested Motion:

I move that Board approve the contract with Dude Solutions, and authorize Staff to execute the necessary documents. I further move the Board approve the Budget Amendment as presented, appropriating Building Services Restricted Fund Balance.

LINE-ITEM TRANSFER REQUEST HENDERSON COUNTY



Departmen	t: FINANCE/BUILDING SERVI	CES	
Please make	the following line-item transfers:		
What expen	se line-item is to be increased	?	
	Account 404500-539000-1806	Line-Item Description CONTRACTED SERVICES	Amount \$99,632
	115980-598040	TRANSFER TO CAPITAL PROJECT FUND	\$99,632
What expens	e line-item is to be decreased	? Or what additional revenue is now expecte	9d?
	Account	Line-Item Description	Amount
	404400-403500-1806	TRANSFER FROM GENERAL FUND	\$99,632
	114990-401006	FUND BALANCE APPROP - BUILDING SERVICES	\$99,632
TO TRANSFER	Please provide a brief justificate R RESTRICTED FUND BALANCE TIONS SOFTWARE. BOC APPRO	tion for this line-item transfer request. E FROM BUILDING SERVICES FOR THE PURCHOVED 06.16.2021.	HASE OF PERMITTING
	Department Head	0.16.2021 Date	
White is a second	soperation, nose	Date	For Budget Use Only Batch #
luthorized by	Budget Office	Date	BA# Batch Date
uthorized by	County Manager	Date	Bakii Date



PREPARED FOR

Henderson County 113 N Main St Hendersonville, NC 28792

PREPARED BY

Dude Solutions 11000 Regency Parkway, Suite 400 Cary, NC 27518

PUBLISHED ON

February 22, 2021



Q-223630

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on:

- · County Population of 118,000
- · Products and Services Listed Below
- · Historical data conversion for permits, code enforcement, and recurring inspections

Solutions - Subscription

SmartGov - Enterprise

- SmartGov Permitting
- SmartGov Code Enforcement
- SmartGov Business License

SmartGov Connector ECM-Laserfiche

SmartGov Connector BlueBeam

SmartGov Connector Financial

SmartGov Connector Active Directory

SmartGov Connector Merchant

Subscription Term: 12 months

4 months included at no additional cost

Subtotal: 27,440.00

USD

Implementation & Services

Portal Configuration

Parcel Connector Configuration

Map Connector Configuration

Laserfische Connector Configuration

Fees Configuration (Pages)

Subtotal: 72,191.25 USD







otal Initial Investment	72,191.25 USD
	Subtotal:
Project Management	
Virtual Training	
Base Standardized Migration Cost	
Data Migration	
Existing Merchant Connector Configuration	
Active Directory Connector Configuration	
Financial Export Connector Configuration	
Workflow template customization (package of 10)	
General Config	
Blue Beam Connector Configuration	

The above level of effort and associated pricing is based on the SMARTGOV package selected by Henderson County and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.











Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to Henderson County for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package Henderson County has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"





"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects,

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.





Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with Henderson County to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the Henderson County has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the Henderson County's unique business rules.

Following the configuration and modeling work, DSI will train the Henderson County's team using its jurisdiction-specific configuration. After training, DSI will work with Henderson County to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the Henderson County purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- · Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- · Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- · A complete project team roster, including email addresses, phone numbers, and roles / titles
- · Necessary communication / information to allow all project schedules to be finalized
- · Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- · The Client will provide dedicated knowledgeable technical resource available for questions





- The Client will provide a dedicated knowledgeable resource for mapping analysis
- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- · Client will provide side-by-side data entry for 2 weeks prior to go-live
- · Response time for questions is one business day
- · DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to Henderson County 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

dudesolutions.com

Dude Solutions will provide the following task deliverables:

- · A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- · SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - · Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - · Contact information management
 - Contractor license information management
 - · Receipt/transaction information management
 - · Inspection scheduling information management
 - Configurable screen display settings





- · User configuration per Configuration Plan, to include as needed:
 - Individual User Rights
 - · Available Departments
 - · Available Distribution Groups
 - · Available Inspection Qualifications
 - · Available Security Groups
- · Job configuration per Configuration Plan, to include as needed:
 - · Default list of available queued jobs
 - · Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - · Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - · Standard expiration rules
 - Standard online processing rules [for the portal]
 - · Standard reports available across all case types

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful
 engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users





- When configuration tasks, or related work effort, requires information to be submitted to the DSI
 Implementation team in a specific file format or within specified parameters, the client is able to comply
 with these stated requirements
 - Note: If the client cannot provide information in the DSI standard format, the assigned Project
 Manager will determine if a formal Change Request or additional contracted SOW is needed to
 provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- · Case template baseline elements, per the Configuration Plan, to include as needed:
 - · Case record reference information
 - · Template specific expiration, renewal or interval rules
 - · Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - · Template specific default workflow steps for Admin, Review, and Final work lists
 - · Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline
 must be discussed during Configuration Meetings with the Consultant and approved by the assigned
 PM. Expanded configuration elements, if approved, may include
 - · Non-essential custom attributes
 - · Work step dependencies and due dates
 - · Step actions and Inspection actions
 - · Default Parent-Child case linkages
 - · Workflow cycling feature
 - Template specific tab appearance
 - · Standard note types and note codes
 - · Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:





- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - · This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI
- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- · A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

Assumptions and Constraints

- The scoped number of department templates for this SOW are 1 types. If the number of department
 types identified during the configuration work effort exceed the number of types scoped for this SOW,
 the additional types may be introduced into the scope of the project via the DSI CCA process once
 signed and approved by the DSI Project Manager and the client Project Manager.
- · Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not
 documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the
 additional templates or types may be introduced into the scope of the project via the DSI CCA process
 once signed and approved by the DSI Project Manager and the client Project Manager.
- · Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.





Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- · Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- · Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- · Configuration elements as needed to support online [SmartGov portal] payments
- · Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- · A copy of all current fee schedules for all in-scope departments and business functions
- · A current list of GL Accounts
- · The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

- · All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI
 Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in
 SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- · Validation of case templates will include validation of fee code functionality
- · User security rights will address fee code management within current product capability
- · Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes





Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- · A Portal Validation site to demonstrate and test Portal configuration
- · Information regarding Portal set up options
- · A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- · Any written content to be visible in portal that is not configurable
- · Resources to test Portal configuration

Assumptions and Constraints

- · The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- · Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within
 existing product design
- · Portal configuration will occur along with configuration of module case templates.
- · Validation tasks will include distinct tasks to approve Portal set up
- · Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

· A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

· Parcel Connector required fields supplied





Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- · Map layers configured and available for display on the SmartGov map
- · Parcel layer registered in SmartGov for use with SmartGov popup
- · Ability to turn layers on and off
- · Training to configure layers going forward

Assumptions and Constraints

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- · Layers are required to be hosted on an ESRI server
- · Layers must be available via HTTPS
- · Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- · Layer formats supported:
 - Map Services
 - · Feature Services
 - Tiled Services
 - · Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- · Financial Reports with summary and detail information processed in the system:
- · Receipt detail
- · Reconciliation Reports
- · Financial reports for daily extract validation

- · Client will provide Financial Management System ("FMS") data access for extracts
- · Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption





· Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- · Merchant Services Gateway Payment Provider Partners include:
 - ACI Universal (Official Payments) Integrated Level 1 Payment Process Postback v2.4
 - Authorize.NET Service Integration method (SIM)
 - BridgePay
 - ETS Corporation Hosted E-Com Payment Page Service v1.50<
 - First Data Global Gateway Connect v1.3
 - First Data Global Gateway E4
 - · FISGlobal PayDirect Web
 - GovPay
 - · PACE Technology Engine
 - · PayPal Pay Flow Pro
 - · Point & Pay Parameter Passing v3.0
 - · PayGov
 - Paymentus





- · Reliant Pay
- TransFirst
- US Bank E-Payment Service v12.1 (Elavon)
- · Wells Fargo
- XpressBillPay

Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

Deliverables

- · Enable the Bluebeam connector
- · Configure selected permit types to allow electronic plan review
- · Configure specified submittal requirements for the electronic plan review process
- · Instruction on the configuration and use of the Bluebeam integration

Assumptions and Constraints

- · Electronic plan review is only available in the Permitting module
- · Only .PDF files are eligible for electronic plan review
- · Training in the use of Bluebeam software will not be included
- Client is responsible for purchasing the necessary Bluebeam components as outlined below:
 - 1. A subscription to BlueBeam Studio Prime and;
 - 2. BlueBeam ReVu client software for each user. The following editions of the most current Bluebeam version are supported:
 - Standard
 - eXtreme
 - · CAD

Laserfiche Setup

The Laserfiche connector provide an interface with the jurisdiction's document repository. SmartGov uses the Laserfiche CMIS compliant APIs to store copies of documents uploaded as attachments to SmartGov notes. Based on configuration SmartGov can also create notes and added references to documents loaded into their Laserfiche repository. This connector replaces the use of Amazon S3 as the storage location for documents.

Deliverables

- · Implementation team will activate the external connector to Laserfiche to allow configuration
- Configuration instructions Implementation engineer can assist
- · Scripts to load basic templates into jurisdictions Laserfiche system
- Scripts to load field mappings into SmartGov system for basic templates





- At least the Default template must be loaded and configured
- Server must have valid security certificate
- Customer must have subscription with Laserfiche for an in cloud or on premise installation of Laserfiche and client responsible for acquiring the subscription
- · To configure Laserfiche in SmartGov the client must have:
 - · CMIS Gateway must be installed and publicly available
 - · Repository ID
 - · Folder ID where documents from SmartGov will be stored
 - · Username and password

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- · What is the reason you want to migrate your data?
- · What are your public data request requirements?
- · What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward
- · Are legacy systems still available to extract data from?
- · Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These
 questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

- 1. Define requirements
- 2. Map data elements
- 3. Extract data
- 4. Transform data
- 5. Load data
- 6. Perform data validation with client





- 7. Resolve data issues
- 8. Validate resolution
- 9. Obtain fresh copy of data
- 10. Add migrated data to configuration
- 11. Validate data and system configuration
- 12. Perform end to end testing
- 13. Perform final data migration
- 14. Move to Production/Training environments
- 15. Migration sign-off

Deliverables

- · Dataset assessment and set priorities with client
- · Evaluate data quality
- · Work with client to cleanse data prior to extract
- · Map data elements
- · Determine migration pre-requisites and sequencing
- · Define migration approach based on requirements definition
- · Create and execute validation checklists

Assumptions and Constraints

- · Client will provide information related to:
 - Data Source
 - Database/Source Type (SQL Server, Access, Oracle, etc...)
 - Type of Data (tabular, documents, permits, financial, etc...)
 - · Active data usage
 - · Point of Contact who know the data structure and content usage
 - · Provide data validation and testing resources

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.





 Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- · 70 standard reports
- · Edits will be made to add client specific logo and information i.e. company name, address, phone

Assumption and Constraints

· Modification to standard reports will be related to Client branding and logos

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

 System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- · SmartGov Validation environment ready for system User Acceptance Testing
- · Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then
 provide an estimated time frame for resolution





 Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- · Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance
 Form

Assumptions and Constraints

- · The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- · The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during





each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- · Project planning and kickoff meetings
- · Project schedule developed per SOW tasks, deliverables, and resource assignments
- · Status reporting and status meeting
- · Continuously communicating, planning, and scheduling updates
- · Schedule and budget monitoring, and scope management
- · Risk Management planning to continuously identify, analyze, and mitigate risks
- · Action Item and decision tracking, as well as resolving and escalating issues
- · Quality Control
- · Change control management
- · DSI project resource management
- · Work product completion and deliverable acceptance management
- · Project Completion Acceptance execution

Project Timeline

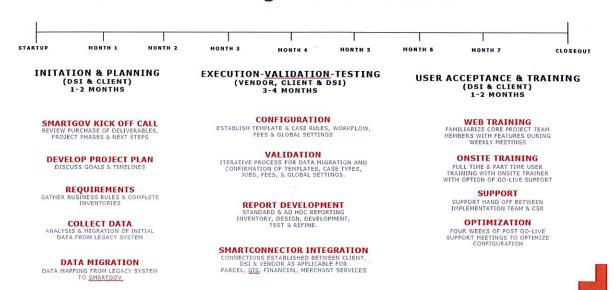
DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.





SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:





Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any Cancellation Fees and Re-booking Fees incurred.

Definitions:

- Cancellation Fees: Any actual fees incurred by DSI from its travel providers which are the result of the
 Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not
 limited to fees charged for airfare, train, rental car, and hotel.
- Re-booking Fees: Any change fees associated with changing travel arrangements to accommodate a
 rescheduled date requested by Client including, but not limited to, any difference in reasonable travel
 costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested
 dates.
- Force Majeure: Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.

- Senior Implementation Consultant: The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- Implementation Consultant: The Implementation Consultants ("IS") primary role is to provide project
 implementation support by setting up a client's account, performing system configuration as defined in
 the scope of the project, creating/modifying templates as defined in the scope of the project, and
 creating or modifying standard or custom reports as defined in the scope of the project or requirements
 discovered during requirements gathering sessions.
- Project Manager / Engagement Manager: The Project Manager's ("Project Manager" or "PM") /
 Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the
 project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and
 managing client expectations. The PM/EM manages the process to release the correct product on
 schedule and within budget.





Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Henderson County to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- · Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is
 required to be available prior to the onsite visit. Having the requested data and configuration
 information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the DSI Deliverable Acceptance form.
- Upon satisfactory completion of project, Client must provide project sign-off using the DSI Project Completion Acceptance form.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.





- Any request by Henderson County to modify the scope of work, schedule, or costs will require
 preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional
 work will be performed only after both parties have duly executed the CCA. Scope of work changes will
 impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel
 will be made available either at that location or via alternate means (e.g., conference call) for in-person
 meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data
 gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access
 to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.





Advance notice if there is to be any additional incurred travel expenses above and beyond the contract.
 DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
		 Serve as primary Person of Contact
		 Work with Dude PM to plan and schedule client
		resources
		 Manage the scope of the paid services in SOW
		 Coordinate Client staff assignments
		 Manage Client activities to meet schedule
Implementation Project Lead	30-40%	commitments
Implementation Project Lead	30-4070	 Mitigate all implementation risks
		Define requirement/layouts of reports
		purchased
		Identify requirements for any connectors
		purchased
		Sign-off on completion of all implementation
		services delivered
		· Attend Implementation/configuration meetings
		 Define and provide input into configuration
Subject Matter Experts (Multiple)	40-60%	 Attend User Acceptance and validation Training
		 Validate data and configuration
		 Develop UAT Test Scripts
		 Manage infrastructure changes to support
		SmartGov
		 Provide the data to be migrated from systems
IT Lead	5-10%	 Mitigate any technical issues
		 Coordinate technical assignments required to
		implement
		 SMARTConnectors, including GIS and parcel data



Dude Solutions

Software for Smarter Operations

· Validate all data migrated

Data Validator / UAT Testing	20-30%	 Comprehend the data in the prior system and how it translates to Community Development Verify the data that was validated Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	 Manage SmartGov Configuration Create user accounts Handle user access/privileges Reset passwords Supervise organization information changes Regulate system values Customize attributes Generate ad hoc reports Support internal usage of SmartGov
Training Coordinator	10%	 Manage data within SmartGov, specifically: Accreditations Task lists Training Tracks Assessments Training Items Training Location (conference room, off-site, etc.)
User	Case-by-Case	Participate in SmartGov trainingParticipate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- · The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.





- · The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - · All necessary signatures are recorded on the change request
 - · All affected documentation is revised to reflect the change(s)
 - · Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - · Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Туре	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.
4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).





6	Incorporate	the project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.



Proposal terms

- Proposal has been prepared for Henderson County ("Subscriber")
- · Proposal expires in sixty (60) days
- · Initial Term: 12 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master
 Subscription Agreement found at https://www.dudesolutions.com/terms
 (https://www.dudesolutions.com/terms
 ("Terms"), unless Subscriber has a separate written agreement
 executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement
 will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed
 by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are
 objected to and rejected and will be deemed a material alteration hereof.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority
 to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such
 authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and
 may not use the Service.
- Notwithstanding any statement in the Terms, the Governing Law for this Agreement shall be the State of North Carolina, and the courts with exclusive jurisdiction shall be North Carolina.
- Dude Solutions, Inc., and any and all of its sub-contractors, shall comply with all the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceiveable@dudesolutions.com (mailto:accountsreceiveable@dudesolutions.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-223630 on any applicable purchase order and email to accountsreceiveable@dudesolutions.com (mailto:accountsreceiveable@dudesolutions.com)
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services.
 Proof of insurance can be provided upon request.





Signature

Presented to:

Q-223630

February 22, 2021, 3.50 1 I PM

Accepted by:

JOHN MITCHELL	
Printed Name	
Joh Mr	
Signed Name	
Down	
Title	
6/22/21	

This instrument has been preaudited in the manner requried by the Local Government Budget & Fiscal Control Act

Henderson County Finance Director

Date



7 Samuel Ashe Drive, Asheville, NC 28805

919-600-4790

greg@jenningsenv.com

June 9, 2021

Attn: Betsy Gerwig

Henderson County Soil and Water Conservation

Betsy,

My fee proposal for Lewis Creek Engineering totals \$79,840 with the following assumptions and breakdown by task:

Assumptions:

- 1. Survey work does not include boundary survey.
- 2. Client will be responsible for notifying property owners, assuring access is granted, and obtaining signed Agent Authorization forms for permitting.
- 3. Client will pay all permitting fees as required by government agencies.

Task	Principal Engineer (Greg Jennings)		Senior Engineer (Zan Price)		Design Engineer (Jon Page)		Mileage (60 miles RT from Asheville)		Total
	Hours	\$125	Hours	\$110	Hours	\$100	Miles	\$0.50	_ IOCAL
1. Survey (Geomorphic, Topography)	20	\$2,500	32	\$3,520	24	\$2,400	300	\$150	\$8,570
2. Engineering Design (Plan Sheets, Specs)	72	\$9,000	64	\$7,040	96	\$9,600	180	\$ 90	\$25,730
3. Permitting (401/404, DEMLR, Floodplain)	32	\$4,000	72	\$7,920	60	\$6,000	120	\$60	\$17,980
4. Construction Administration (Bid Docs, Contractor Selection, Inspections, Permit Compliance, As-Built)	56	\$7,000	80	\$8,800	24	\$2,400	960	\$480	\$18,680
5. Project Management/Communications (Progress Reports, Invoices, Documentation)	48	\$6,000	24	\$2,640	-	\$ -	480	\$240	\$8,880
TOTAL	228	\$28,500	272	\$29,920	204	\$20,400	2,040	\$1,020	\$79,840

Please contact me with any questions.

Respectfully Submitted,

Gregory D. Jenning

Gregory D. Jennings, Ph.D., P.E., President

Henderson County North Carolina

Before the Board of Commissioners RESOLUTION OF COUNTY POLICY

BOARD OF COMMISSIONERS ENACTMENT 2021-48

WHEREAS, the Board of Commissioners of Henderson County has this date received significant public input regarding possible expenditures by the County for COVID-19 vaccinations; and,

WHEREAS, the County has always provided vaccinations as required by the State of North Carolina through its Department of Public Health, and will continue to do so; and,

WHEREAS, the Board has always expressed the policy of the County as supporting the individual choice of its citizens in such matters, and has no desire to deviate from such policy.

NOW, THEREFORE, IT IS RESOLVED that the policy of the Board of Commissioners as follows:

- 1) The County will continue to provide vaccinations and vaccination education to its citizens.
- 2) Subject only to the mandatory directives of the State of North Carolina, the County will not expend County funds for the promotion or incenting of COVID-19 vaccinations without approval of this Board.

HENDERSON COUNTY BOARD OF COMMISSIONERS

Chairman

Unanimously approved by the Board, this the 16th day of June, 2021.

MAIDIZ

FALL

Attest . . .

DENISA LAUFFER

Clerk to the Board of Commissioners



Presentation to Henderson County Board of Commissioners June 16, 2021

MRTS Projects
Debt Service

Our mission is to provide quality education and training opportunities that support student learning, enhance student advancement and success, and meet the workforce needs of our community.

CAPITAL IMPROVEMENTS -

MRTS Projects

Building/Area	Description		Cost			
Flat Rock (Built 1977)	Classroom and office furniture	\$	220 570			
	Replace original furniture with modern upgrades to mat building renovation. The furniture is approximately 25 years of ergonomically correct.	ch ti	338,576 he recent old and is			
	Replace carpet 1st floor	\$	50,186			
	Update flooring on the 1st floor to match recent renova- floor		on the 2nd			
Health Sciences Center (Built 2016)		\$	35,000			
	Regular maintenance schedule					
Sink (Built 1997)	Boiler repair	\$	10,000			
	Preventive maintenance	~	10,000			
	Cosmetology dispensary	\$	40,000			
	Due to age and high traffic area, dispensary is in disrepa facing area, this is the original item from when the build	air in	a public-			
Spearman (Built 1993)	Metal gates	\$	7,500			
	Replace exterior gates due to age and usage		1 1000			
	B. H. C. S. S.	\$	30,000			
	Replace exterior doors due to age and usage	*	esjees			
	Caragraha rand	\$	70,000			
	Replace damaged and crumbling concrete pad near the the automotive shop in a high-traffic area	ent	rance to			
	Upgrade power	\$	75,000			
	Due to the recent installation of SAMTEC equipment, robots, etc. and the automotive bay addition, the building has reached its power capacity for any additional equipment. New wiring and additional switchgear installation is needed to address new technology and equipment needs.					
	Replace boiler 1	\$	80,000			
	Preventive maintenance and due to age, this is the original		poiler			
	Welding storage	\$	98,500			
	Enhance capacity for the storage of equipment and sup	plies	3			
	Machine shop HVAC	\$	100,000			
	Due to the heat and humidity generated by the equipme a new unit is needed to maintain temperature control.	ent ir	the shop,			
TEDC (Built 2008)	Replace chiller 1 Preventive maintenance and due to age	\$	180,000			

Wayfinding signage

96,000

Maintain and continue signage upgrades with new College branding

Pavement/parking lot repair

267,554

Includes parking lot for the Parkhill Building Innovative High School that was never installed, repair of East Campus Drive which was damaged during construction and never repaired, sealing of main parking lots and parking lot near the greenhouse, and parking repairs related to Patton Building construction

MRTS

Total

\$1,478,316

PATTON PROJECT DEBT SERVICE

Total

\$ 1,811,300

GRAND TOTAL

Total MRTS + Patton Project Debt Service

\$3,289,616



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