

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 16, 2022**

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 John Mitchell, Assistant County Manager Amy Brantley, Attorney Russ Burrell, and Clerk to the Board Denisa Lauffer.

Also present were: Director of Business and Community Development Christopher Todd, Finance Director Samantha Reynolds, Budget Manager/Internal Auditor Sonya Flynn, Engineer Marcus Jones, Tax Director Darlene Burgess, Sheriff Lowell Griffin, Planning Director Autumn Radcliff, Emergency Management/Rescue Coordinator Jimmy Brissie, Sheriff Lowell Griffin, Chief Deputy Vanessa Gilbert, Senior Planner Janna Bianculli, Construction Project Manager David Berry, Site Development Technician Deb Johnston, and PIO Kathryn Finotti videotaping. Deputy Jeff Corn provided security.

CALL TO ORDER/WELCOME

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

INVOCATION

Pastor Richard Merck with Naples Baptist Church provided the invocation.

PLEDGE OF ALLEGIANCE

Chairman Lapsley led the Pledge of Allegiance to the American Flag.

RESOLUTIONS AND RECOGNITIONS

2022.21 Resolution – We are Hope Week In Henderson County Public Schools

The Henderson County Board of Commissioners was requested to adopt the below Resolution Honoring the Observance of “We Are Hope” Week in Henderson County Public Schools’ Middle and High Schools, March 7-11, 2022.

Vice-Chair McCall said she was honored to read this Resolution that the Board adopts annually, recognizing “We Are Hope Week” in Henderson County. She said the Board was in the throes of deciding how to use Opioid Settlement Funds that the county will be receiving from the Opioid Settlement lawsuit. This money is meant to help battle addiction. The best way to battle addiction is not to become addicted. And the best way to not become addicted is to share, thru education, with our young people what addiction can do to you and its effects on your lives. Before she read the Resolution aloud, she said she would like to recognize the individuals from local schools who were present at the meeting. The principals from all Area High Schools were present, along with school administration staff, and representatives from Hope RX. Vice-Chair McCall asked each of the students present to stand as she read their names. The following students were in attendance: from East Henderson High School: Nathan Rhodes, Nick Knox, Ivy Juares, Destiny Summodix, and Jordan Brown; Hendersonville High School: Ryan Seeward, Jackson Cannon, and Ben Geiser; West Henderson High School: Carson Andres, and Lauren Young; North Henderson High School: Madison White, and Jonathon Torres-Thomas; Early College: Fatine Monterres, and Ella Neve; Mountain

Community School: Bella Geiser; and representing the homeschoolers was Taleb Harris.

Vice-Chair McCall explained that the students present, along with other Middle and High school students, would be signing “We are Hope” banners that will hang on the balcony of the Historic Courthouse in March. As a grandmother to High School and Middle School students, she said this is very special to her.

Vice-Chair McCall read the Resolution aloud.

**Resolution Honoring the Observance of
“We Are Hope” Week in Henderson County Public Schools’
Middle & High Schools
March 7-11, 2022**

WHEREAS, Substance and alcohol abuse negatively affects many areas of the brain, the liver, the heart, and other body parts and can cause adverse behavioral, psychological, and social consequences; and

WHEREAS, there were 100,306 drug overdose deaths in the United States in twelve months ending April 2021, with opioids involved in 75,673 drug overdose deaths during the same period;¹ and

WHEREAS, substance and alcohol abuse continues to occur among children and youth in our society: in 2019 (the last period for which there are statistics), 37.8 percent of high school students in North Carolina smoked cigarettes or used electronic vapor products, 24.2 percent drank alcohol, 22.1 percent used marijuana, 4.8 percent used cocaine, and 16.6 percent took prescription drugs without a doctor’s prescription, according to the Centers for Disease Control and Prevention’s North Carolina, High School Youth Risk Behavior Survey, 2019², and

WHEREAS, student leaders in Henderson County Public Schools’ six high schools and four middle schools have joined with local Henderson County coalition HopeRx in educating their peers on alcohol, tobacco, marijuana, and prescription drug use and abuse; and

WHEREAS, students at Apple Valley Middle, Flat Rock Middle, Hendersonville Middle, Rugby Middle, East Henderson High, Henderson County Career Academy, Henderson County Early College, Hendersonville High, North Henderson High, and West Henderson High are pledging to be and remain substance-free;

NOW THEREFORE BE IT RESOLVED, by the Henderson County Board of Commissioners, that March 7-11, 2022, be observed in Henderson County Public Schools’ middle and high schools as “We Are Hope” substance abuse awareness week.

Adopted this sixteenth day of February 2022.

Vice-Chair McCall made the motion to adopt the Resolution Honoring the Observance of “We Are Hope” Week in Henderson County Public Schools’ Middle and High Schools from March 7th through March 11th, 2022. All voted in favor and the motion carried 5-0.

Vice-Chair McCall thanked the students for taking on this responsibility and then presented the Resolution

¹ https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2021/20211117.htm

² <https://nccd.cdc.gov/YouthOnline/App/Results.aspx?LID=NC>

to Julie Honeycutt with Hope RX.

Commissioner Andreotta requested the personal privilege to add his Commissioner Update at this point in the meeting instead of the end of the meeting as stated on the agenda.

Commissioner Andreotta shared some very impressive information he had learned earlier in the week. He said for the last fifteen years, Henderson County Public School teachers have had a one hundred percent pass rate on their National Board Recertifications. It takes four to six hundred hours of commitment along with additional requirements to become certified. One in seventy-nine school districts nationwide has twenty percent of their teaching staff National Board Certified. Henderson County Public Schools has one hundred and eighty-three National Board-Certified Teachers. The national average first-time pass rate is forty percent, while Henderson County Public School teachers have a seventy percent first-time pass rate. He stated how impressive those numbers are especially being the third year into the COVID pandemic. Education has been one of the hardest-hit areas. In closing, Commissioner Andreotta wanted to give “props “ to Henderson County teachers, students, educators, and administration for those kinds of numbers.

INFORMAL PUBLIC COMMENTS

1. Dennis Justus spoke in support of the “Heartbeat Bill” Resolution that the Board adopted last month. He also commented on the need for wider Broadband coverage in the county and asked for the Board’s support of a Gaming Bill Forum.

PUBLIC INPUT – AMERICAN RESCUE PLAN

1. Al Denn, with the WNC Air Museum, stated that the major fundraising events usually held by the museum had to be canceled due to the ongoing pandemic. He asked for the Board’s support in the allocation of ARP Funds.

DISCUSSION/ADJUSTMENT OF AGENDA

Chairman Lapsley made the motion to adopt the consent agenda as presented. All voted in favor and the motion carried 5-0.

CONSENT AGENDA consisted of the following:

Minutes

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

February 7, 2022 - Regularly Scheduled Meeting

Motion:

I move the Board approve the minutes of February 7, 2022.

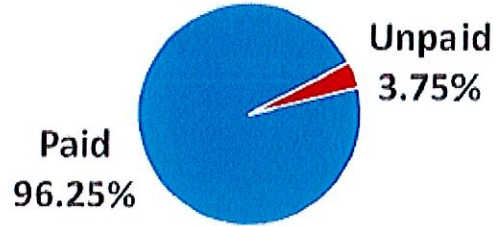
Tax Collector’s Report

The report from the office of the Tax Collector was provided for the Board’s information.

Approved: March 7, 2022

Henderson County Annual Bills (Real and Personal Property):

2021 Beginning Charge:	\$88,218,513.92
Discoveries & Imm. Irreg.:	\$1,251,534.68
Releases & Refunds:	(\$222,663.40)
<u>Net Charge:</u>	<u>\$89,247,385.20</u>
Unpaid Taxes:	\$3,349,511.72
Amount Collected:	\$85,897,873.48



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

Net Charge:	\$4,686,571.92
Unpaid Taxes:	\$9,200.70
Amount Collected:	\$4,677,371.22

99.80%

Henderson County FY22 Budget Analysis:

	<u>Budget Ordinance</u>		<u>Revenue Collected</u>
Ad Valorem:	\$91,127,728.00	Ad Valorem:	\$90,575,244.70
Prior Years:	\$980,000.00	Prior Years:	\$624,357.06
Budget Total:	\$92,107,728.00	YTD Revenue:	\$91,199,601.76



Notification of Vacancies

- Industrial Facilities and Pollution Control Financing Authority – 1 vac**
Position #5 (At Large Position)

2022.22 Reimbursement Resolution for Edneyville Sewer System

The proposed reimbursement resolution was presented for the Board’s consideration. The purpose of a reimbursement resolution is to allow construction project and planning costs for the system incurred prior to the closing of any (tax-free) financing to be reimbursed from the financing proceeds.

NOTE: The “not to exceed” figures in the resolution are *not* intended to accurately state the project costs, but rather to act as a safe harbor number for the purpose of these resolutions only and to allow any project to go forward when needed rather than awaiting the closing of the financing.

Extract of Minutes of a regular meeting of the Board of Commissioners of the County of Henderson, North Carolina, was duly held on February 16, 2022, at 9.30 a.m. in the Commissioners’ Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Chairman William Lapsley presiding.

Approved: March 7, 2022

* * *

The following members were present: Chairman William Lapsley, Vice Chairman Rebecca McCall, Commissioner J. Michael Edney, Commissioner Daniel Andreotta, and Commission David Hill.

The following members were absent: None.

* * *

Commissioner Lapsley moved that the following resolution (the "Resolution"), a copy of which was available with the Board and which was read by title:

RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION OF A SEWER SYSTEM SERVING THE EDNEYVILLE SCHOOL, THE NORTH CAROLINA JUSTUS JUSTICE ACADEMY, AND CERTAIN OF THE SURROUNDING AREA FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS

WHEREAS, the Board of Commissioners of the County of Henderson, North Carolina ("County") has determined that it is in the best interests of County to finance the construction of a sewer system serving the Edneyville School, the North Carolina Justus Justice Academy, and certain of the surrounding area (the "Project");

WHEREAS, the County presently intends, at one time or from time to time, to finance all or a portion of the costs of the Project with proceeds of tax-exempt obligations and reasonably expects to execute and deliver its tax-exempt obligations (the "Obligations") to finance, or to reimburse itself for, all or a portion of the costs of the Project; and

WHEREAS, the County desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the "Original Expenditures"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

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

Section 1. ***Official Declaration of Intent.*** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Project, and the principal amount of Obligations is currently expected to be executed and delivered by County to pay for the costs of the Project is approximately \$35,000,000.

Section 2. ***Compliance with Regulations.*** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Approved: March 7, 2022

Section 3. *Itemization of Capital Expenditures.* The Finance Officer of the County, with advice from special counsel, is hereby authorized, directed, and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. *Effective Date.* This Resolution is effective immediately on the date of its adoption.

On motion of Commissioner Lapsley, the foregoing “**RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION OF A SEWER SYSTEM SERVING THE EDNEYVILLE SCHOOL, THE NORTH CAROLINA JUSTUS JUSTICE ACADEMY, AND CERTAIN OF THE SURROUNDING AREA FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS.**” was duly adopted by the following vote:

AYES: ALL COMMISSIONERS

NAYS: NONE

Motion:

I move that the Board approve the reimbursement resolution attached to this agenda item for the Edneyville sewer system.

2022.23 Proposed Utility Easement with City of Henderson on Blue Ridge Community College Property

The City of Hendersonville submitted the Deed of Dedication for Board approval on Blue Ridge Community College property adjacent to the Patton Building. The City was also seeking permission from Blue Ridge Community College. (Deed of Dedication is attached to these minutes).

As reported by the City of Hendersonville, the purpose of the easement is to allow for the operation and maintenance of water and sewer infrastructure which serves the Blue Ridge Community College facilities.

Staff has reviewed the proposed easement, visited the site, and recommended approval.

Motion:

I move the Board approve the proposed utility easement with the City of Hendersonville for the maintenance and operation of water and sewer infrastructure on the campus of Blue Ridge Community College.

Transit Service Contract Negotiation

Henderson County receives federal funding to provide fixed-route and paratransit transportation. The Federal Transit Administration (FTA) requires grant recipients to re-contract their management and operations every 3 to 6 years. In 2016, the County contracted with WCCA (now DBA WNCSource) for three years with a three, one-year extension. This contract will expire on June 30th of this year, and a new contract must be in place at the beginning of the 2023 fiscal year.

Staff released a Request for Proposals on December 1st and advertised the listing in The Lightning and four online transit websites. Two proposals were received on January 21st. An evaluation committee consisting of Planning staff, AECOM consultants, and the City of Asheville Transit Manager scored the proposals.

Approved: March 7, 2022

Both contractors displayed the ability to provide management and operations of the system at a reasonable cost. WNCSource scored higher and was selected by the committee to present to the board for approval. The evaluation is attached to these minutes. Proposals may be requested for view.

Motion:

I move that the Board approve WNCSource for the Apple Country Public Transit contract and direct staff to begin contract negotiations.

Rail Trail Encroachment Policy

Engineering has developed the following policy to review, approve and manage encroachments by others onto the right of way of the Rail Trail. The County Attorney and Risk Manager have reviewed the policy and license agreement.

Encroachment Policy for the Rail Trail within Henderson County

All publicly owned or publicly regulated utilities and agriculture operations with the need to encroach on the Trail right of way shall submit an executed Rail Trail License Agreement for review by the County Engineer. Upon satisfactory review by the County Engineer, he/she is authorized to approve the agreement and sign on behalf of the County. All other encroachments will be reviewed by the County Engineer and individually presented to the Board of Commissioners for approval. Engineering will maintain a master list of all encroachments within the right of way and inspect them annually.

Staff did not recommend a fee for the process currently due to the public nature of the applicant’s operations. Engineering anticipates having adequate resources to manage the encroachment process. Also, the staff did not recommend applicants submit surety for the encroachments; the license agreement details compensation and reimbursement processes if necessary.

Motion:

I move the Board approve the encroachment policy for the Rail Trail and authorize the County Engineer to manage the encroachments process.

Chairman Lapsley made the motion to approve the consent agenda as presented. All voted in favor and the motion carried 5-0.

DISCUSSION

2022.24 Budget Amendment – EMS 4WD Ambulance Purchase

During the February 7th meeting of the Board of Commissioners, the Board authorized staff to negotiate the purchase of a 4WD ambulance from Skyland Fire and Rescue. Staff working with the leadership of the Fire Department have negotiated a purchase price of two hundred thousand dollars (\$200,000). This price includes the ambulance, power stretcher, and power load system for the stretcher. The board of Directors of Skyland Fire & Rescue has accepted this offer.

Staff has also compiled the necessary costs of upfitting the ambulance to place it in service. These costs include striping, radios, modems, and computer mounts. It was requested the Board also approve these expenditures to allow the ambulance to be placed in service before retiring another ambulance from the fleet.

Jimmy Brissie addressed the Board and thanked them for their commitment to public safety. Henderson County has a tremendous fleet of ambulances. Every year the Board commits to replacing ambulances, and as a result, the fleet is kept with ambulances that are relatively low in miles. Brissie has spoken to colleagues

across the state that are driving trucks with a quarter of a million miles on them. This Board’s commitment to public safety has certainly had an impact on the level of service Henderson County is able to provide.

Wheeled Coach 4WD Ambulance

During the February 7th meeting of the Board of Commissioners, the Board authorized Staff to negotiate the purchase of a 4WD ambulance from Skyland Fire and Rescue.

Make: Ford / Wheeled Coach
Model: F-550
Date In-Service: June 2021
Mileage: 6,423



Wheeled Coach 4WD Ambulance

Staff worked with the leadership of Skyland Fire & Rescue to negotiate a purchase price of \$200,000. This offer was accepted by the Board of Directors of the Fire Department.
(includes power stretcher system)

For FY23 HCEMS is budgeting \$180,336 for 2WD ambulances (plus the cost of power stretcher system)

Preliminary FY23 estimates for a 4WD ambulance are \$235,713 on a F-450 chassis (plus the cost of power stretcher system)



Motion:

Chairman Lapsley made the motion the Board approve the purchase of the 2021 Wheeled Coach ambulance and accessories from Skyland Fire & Rescue for the price of \$200,000, the Budget Amendment appropriating fund balance for the purchase, and authorize staff to execute the

Approved: March 7, 2022

necessary signatures to purchase and outfit the vehicle.

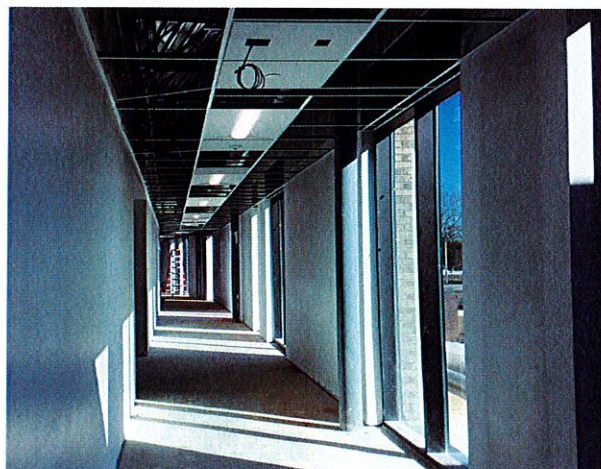
Construction Projects Update

David Berry provided the Board of Commissioners with an update on the following construction projects around Henderson County. This monthly report reviewed the scope and statuses of assigned construction management responsibilities and includes specific updates regarding County funded construction activities.

BRCC Patton Building Renovation and Addition



County staff continues to work with BRCC staff to procure the facility’s FFE components, including furniture and IT cabling, access controls, and cameras. Most all roofing component installations are complete. This project remains on schedule and within budget.



The BRCC Facilities Building (POPAT) is almost complete. The HVAC unit that was on backorder has now been installed. The switchgear is still on backorder, and the delivery date from the supplier is February 2, 2022. All other work, except for punch list items, has been completed. Once the switchgear is received and installed, the power will be energized to the building. The project will then be complete, and the facility can be turned over to BRCC. This project remains within budget.

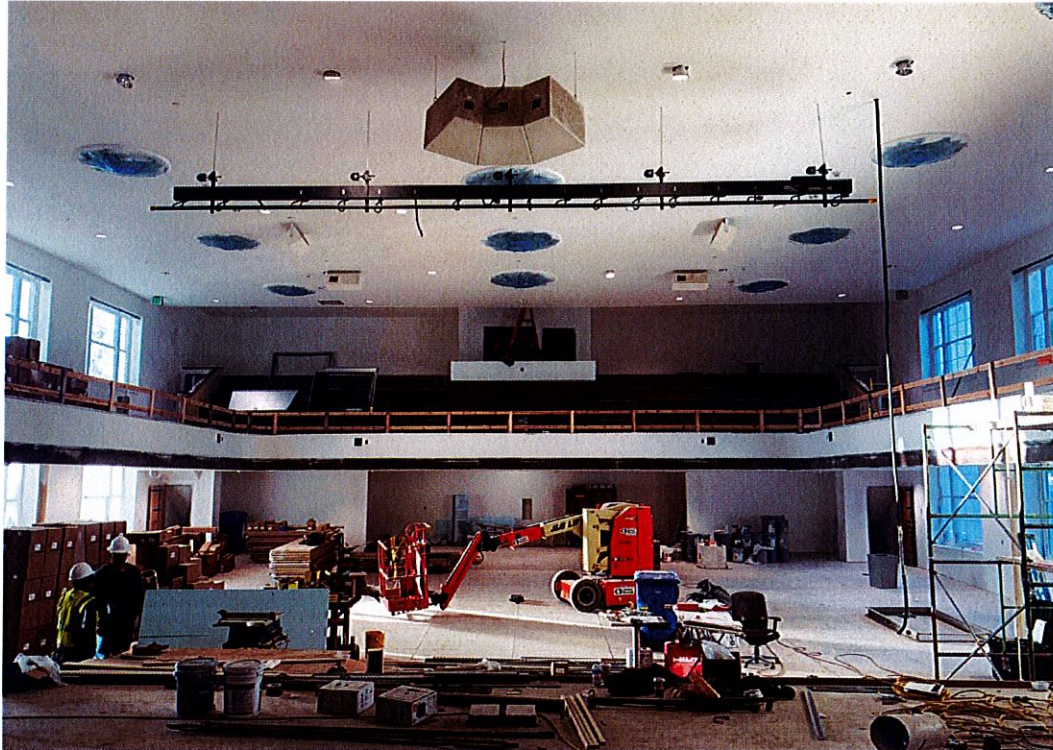
Hendersonville High School

Most of the brick veneer has been completed on the exterior of the Stillwell Building. While the interior work of the Stillwell building continues. Elevator work is ongoing, along with millwork and cabinetry. The front stage extension and concrete floor overlay have been completed in the auditorium. Most of the work in the auditorium is scheduled to be completed by March 1, 2022, allowing the school the use of the auditorium to rehearse for the spring play. Installation of the seats is scheduled to begin on March 2; this work can be completed when the school is not using the auditorium. The auditorium is scheduled to be

Approved: March 7, 2022

completely finished in time for the performances of the spring play, which are scheduled to take place on April 28, 29, and 30, 2022. Work in the basement area, and the old boiler room, has resumed with perimeter floor drains, trenches, and sump pump cavity, container, and pump being installed. Work in the courtyard continues, including the footings for the portico and the emergency stair towers, where masonry work has begun. Installation of the press box is complete. Removal of the subgrade from the athletic field has already started on the north end of the field.





All work is complete for the Animal Shelter Roof project except for punch list components. The contractor, Allcon of Greenville, is being retained until all punch list items are complete.

Henderson County Public Schools MRTS

The roofing projects for West and East Henderson High School have been awarded to Bonitz of Carolina,

Approved: March 7, 2022

and the work is scheduled to be done between March and June of 2022. The total value of this project is \$397,417, which exceeds the budgeted amount of \$375,000. The overage is being offset savings on the warehouse and paving projects.

The maintenance warehouse building has been awarded to Cooper Construction. The original bid of \$376,130 has been value engineered to \$335,550, coming in under the budgeted amount of \$350,000.

Paving projects at Hendersonville Elementary, Apple Valley, North Henderson, Etowah, and West Henderson were awarded to local contractor Tarheel Paving. The budget for these paving projects was \$385,000, and the combined contract price came in at \$350,956. Project completion is expected by June 2022.

The Henderson County Public Schools Video Management System (security cameras for middle and high schools) project was awarded to the low bid contractor Haynes Electric for the contract price of \$541,681. The budgeted amount for this project was \$750,000. The savings gained from this project being budget will be applied to a scope increase for additional camera installations. Scope and change order pricing has been requested.

The MRTS projects at BRCC are ongoing, and all are within or under budget except for the Spearman Building Power Upgrade and Welding Storage projects. The power upgrade budget was \$75,000. However, low bid contractor Haynes Electric's price was \$90,110. The overage was covered by savings on other MRTS projects. The Spearman Building Welding Storage budget was \$98,500; the project was awarded to Patton Construction for \$115,830.

Architectural firm McMillian, Pazdan, & Smith were working on preliminary designs for the VFW Project when staff became aware the RFQ would need to be reposted for the architectural design work. This is to be documented to comply with the requirements of the ARP funds that are planned to be allocated for this project. The RFQ will be posted on the Henderson County website, and upon review of the RFQ, submittals will be brought back before the Board.

Per Statute, The RFQ for the architectural work for the 95 Courthouse and Detention Center projects was posted on January 26, 2022. Submittals have been received from Fentriss, Moseley Architects, and ADW Architects on February 10, 2022. Staff is currently waiting to select a panel to review the submittals and make a recommendation.

Henderson County 2045 Comprehensive Plan Update

In May of this year, the Board of Commissioners approved the contracting of Stewart Consultants to facilitate the new Henderson County 2045 Comprehensive Plan. This plan, required by NC General Statutes, will provide a guideline for growth and development in the County.

The plan requires extensive public input and involvement, which equates to a long planning process. The consultants have divided the estimated 18-month process into three phases. We have completed Phase 1 and are currently in Phase 2 of the plan process. The Board will receive regular monthly updates throughout the process.

Janna Bianculli provided survey results the county has received. The following slides were presented.

OVERVIEW OF SCHEDULE

Phase 1: Project Initiation and Analysis
 July – December 2021

Phase 2: Visioning and Plan Development
 January – July 2022

Phase 3: Implementation and Adoption
 July – October 2022

Phase 1 – Overview

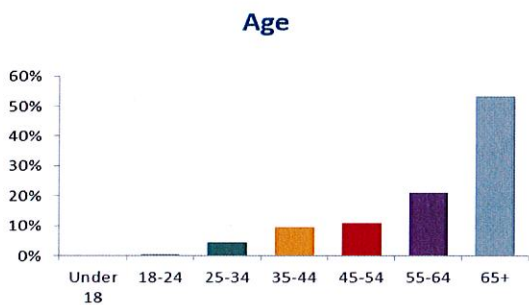
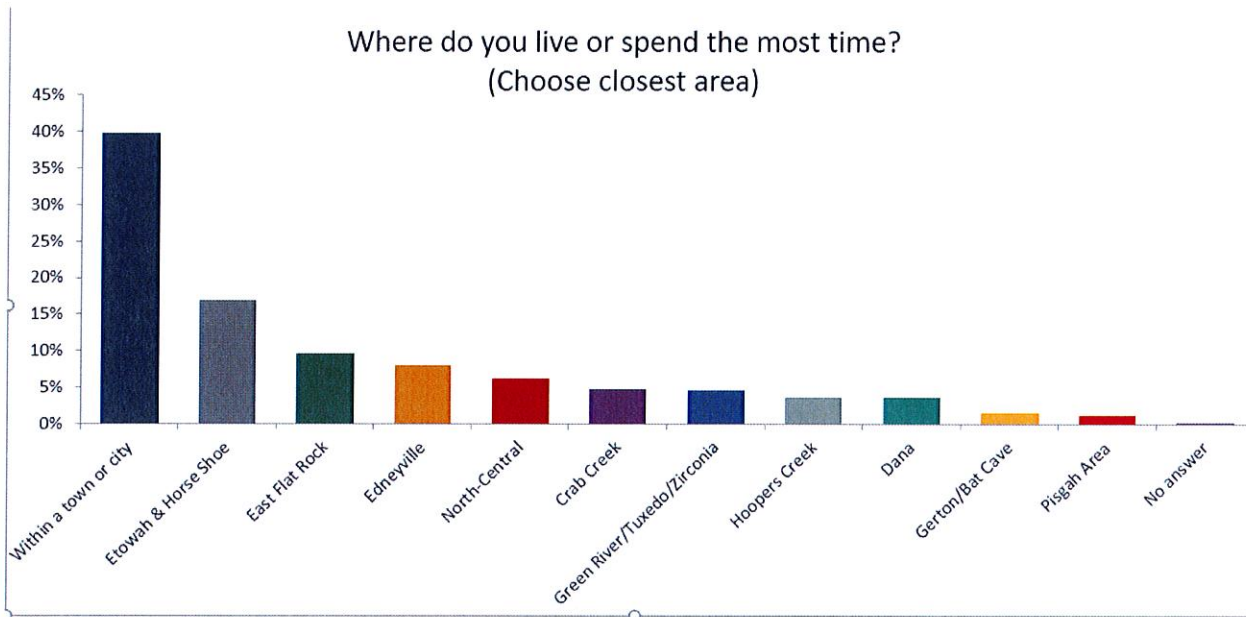
PUBLIC INPUT	STEERING COMMITTEE
<p>6 Stakeholder Focus Groups</p> <p>2 Public Workshops</p> <p>10 Staff-Led Open Houses</p> <p>12 Group Presentations</p> <p>3 Planning Board Meetings</p>	<ul style="list-style-type: none"> • 3 Steering Committee meetings conducted thus far • Members attended the stakeholder meetings and various open house events • At their January meeting, the committee began their visioning and goals exercise • Tomorrow, they continue their discussion • The public are encouraged to attend the steering committee meetings

Survey Results

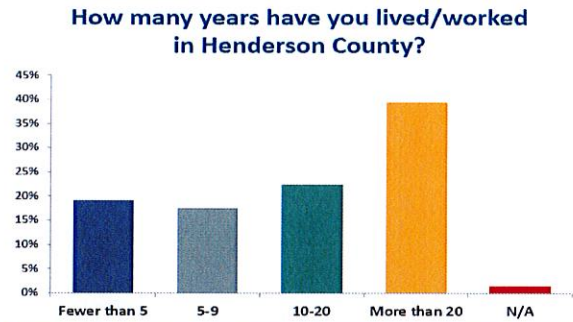


6,500+ responses? Wow!

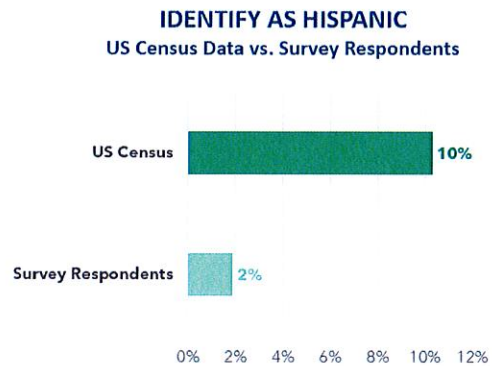
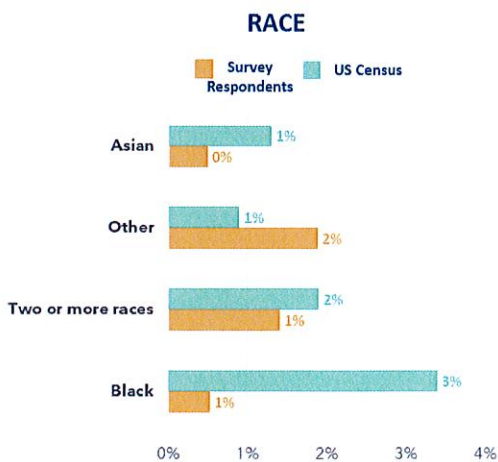
- 7% of people over 18
- 13% of households
- Previous Comprehensive Plan received 596 responses to survey
- 5,600 ballots cast in County for November 2021 local elections
- Wake County's most recent efforts received 9,000 surveys for over 1 million residents



53% of respondents are over 65, but only 26.4% of population is in that age range



62% of respondents have lived and/or worked here at least 10 years




The difference in percentage of respondent race & ethnicity compared to the County demographics are statistically significant.


SURVEY

Top Growth-Related Concern (Countywide Q2)


1. Traffic congestion and road maintenance (73%)



2. Loss of Farmland and/or impacts to natural resources (49%)



3. Changes in community character (35%)




SURVEY

Top Priorities for 2045 Plan-Question 3 (All respondents)


1. Protect open space / forests (55%)



2. Conservation of unique natural areas and farmland (45%)




3. Improve access to internet broadband (35%)




SURVEY

Top Priorities for 2045 Plan-Question 3 (Edneyville)

1. Farmland preservation (60%)



2. Improve Access to Internet (53%)



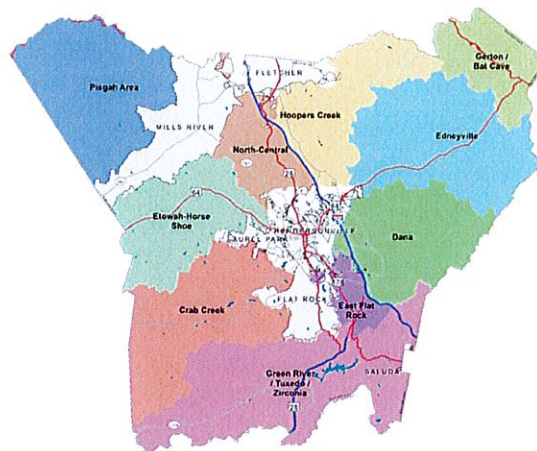
3. Protect open spaces/forests (52%)



Geographic Area Themes

Priorities varied by geographic area

- **Road traffic and maintenance** were strong in the top spots across all jurisdictions
- **In Crab Creek, environmental preservation was #1**
- East Flat Rock, Crab Creek, and Pisgah were only areas with variation in the top 2.
 - East Flat Rock and Crab Creek favored environmental preservation
 - Pisgah favored parks and recreation
- Edneyville and Dana were only ones with farmland in the top 5 priorities



SURVEY

Development preference

Which of the following development types do you feel are missing from the County?

(Top five answers)

Small shops and restaurants



#1

Parks and Rec



#2

Single Family Homes



#3

Agriculture and Agri-Tourism



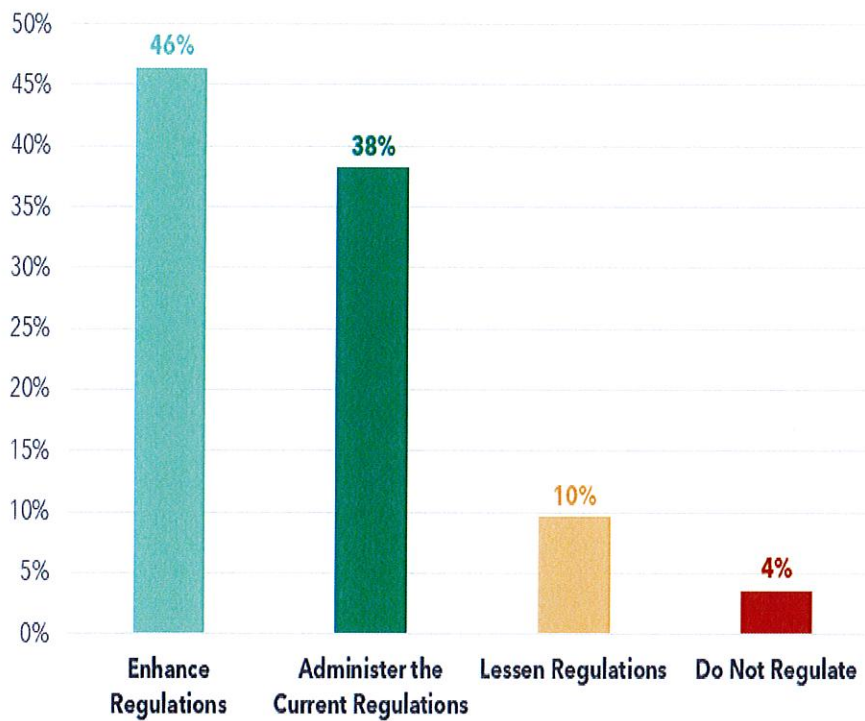
#4

Other:
 "Senior homes and retirement centers"
 "Affordable housing"
 "Arts centers"
 "Nothing"

SURVEY

BOC Requested Question

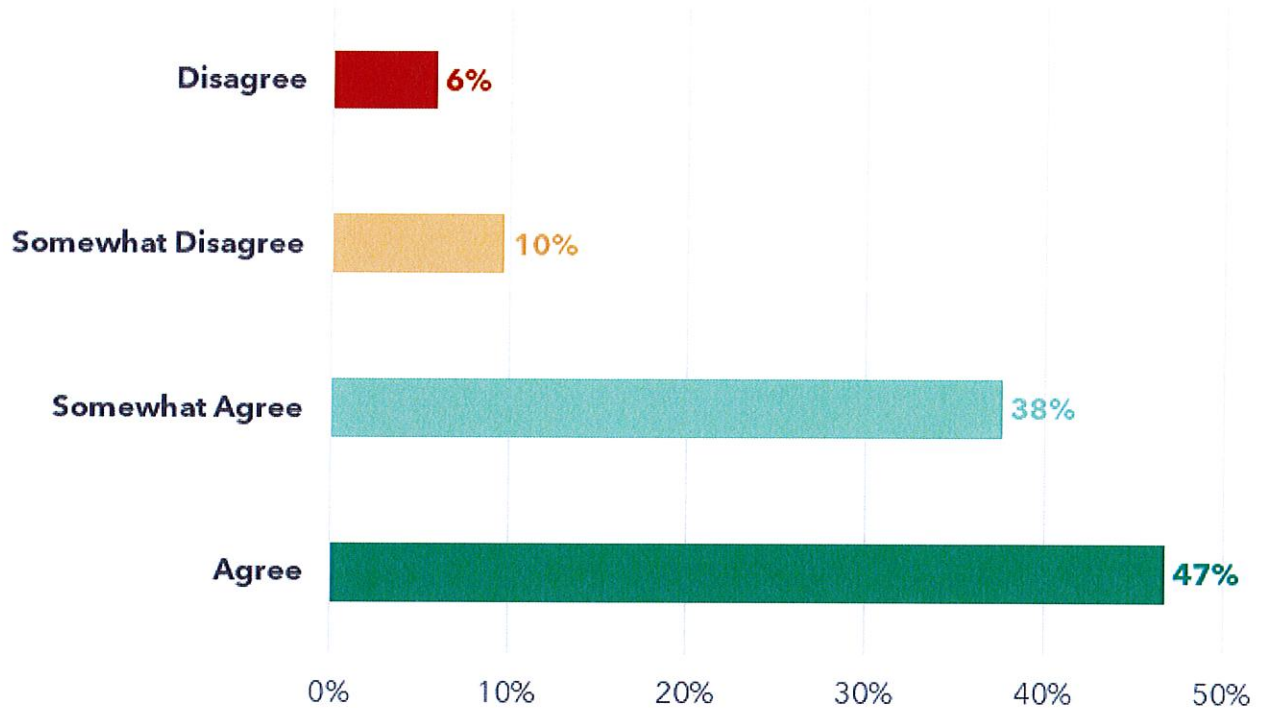
Q6. Which is the single most important role for Henderson County government in the land use and zoning process, if any? (Would not apply to incorporated town, cities, or villages)



SURVEY

BOC Requested Question

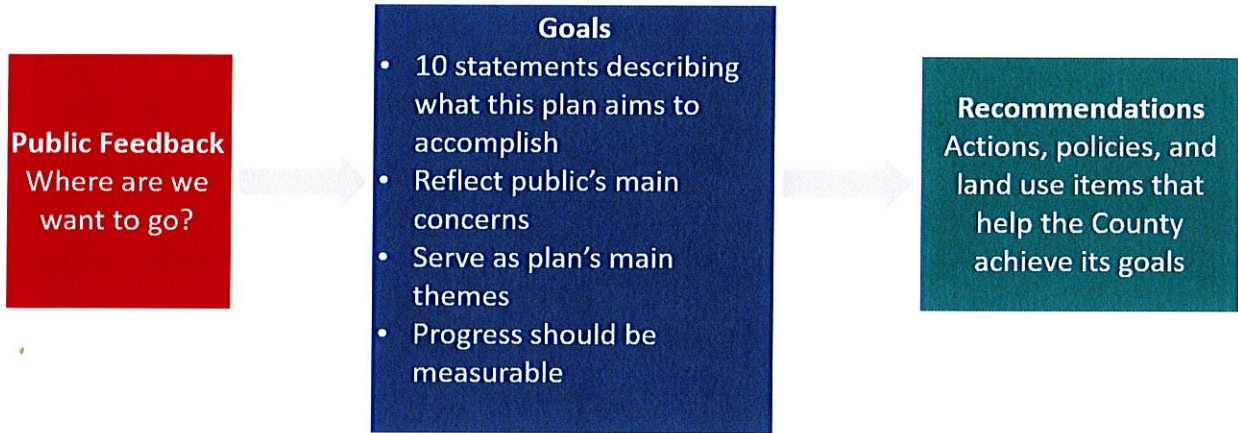
Q7. When making decisions related to land use, should the County Board of Commissioners weight the impact to the property owners closest to the proposed project more so than the overall benefit to the County as a whole?



Data Interpretation

- The data can be disaggregated in multiple ways
 - Connecting the data spatially may help ensure all priorities are addressed
 - Certain topics may make more sense to analyze at the County level versus specific geographic areas
- The survey is only one component of public input
- Some information is missing from public input, but it doesn't mean it's not important
- It is the responsibility of the Steering Committee, and ultimately the BOC, to balance the received input with professional expertise and experience

What's Next?



- **March:** Steering Committee #4 to discuss draft Future Land Use Map and recommendations
- **April:** BOC meeting to discuss plan goals and layout
- **May:** Public Meeting(s)
- **June:** Steering Committee #5

Henderson County 2045 Comprehensive Plan

Steering Committee Thoughts on the Process



Approved: March 7, 2022

NOMINATIONS AND APPOINTMENTS

1. Animal Services Committee – 2 vac.
Vice-Chair McCall nominated Jack Walsh for reappointment position #2, John Mitchell, for position #5 by acclamation. All voted in favor and the motion carried.
2. EMS Peer Review Committee – 2 vac.
There were no nominations, and this item was rolled to the next meeting.
3. Henderson County Board of Equalization and Review – 2 vac.
There were no nominations, and this item was rolled to the next meeting.
4. Hendersonville Planning Board – 1 vac.
There were no nominations, and this item was rolled to the next meeting.
5. Hendersonville City Zoning Board of Adjustment – 2 vac.
There were no nominations, and this item was rolled to the next meeting.
6. Home and Community care Block Grant Committee – 2 vac.
There were no nominations, and this item was rolled to the next meeting.
7. Juvenile Crime Prevention Council – 3 vac.
There were no nominations, and this item was rolled to the next meeting.
8. Laurel Park Planning Board – 1 vac.
There were no nominations, and this item was rolled to the next meeting.
9. Laurel Park Zoning Board of Adjustment – 1 vac.
There were no nominations, and this item was rolled to the next meeting.
10. Nursing/Adult Care Home Community Advisory Committee – 10 vac.
There were no nominations, and this item was rolled to the next meeting.

Vice-Chair McCall asked that county staff reach out to the community and encourage citizens to apply for the vacant positions on Henderson County's Boards and Committees. Amy Brantley said we will push volunteer information out to the community on the county's social media platforms.

COMMISSIONER UPDATES

Commissioner Hill would like for the Board to think about Henderson County's Volunteer Fire Departments when deciding how ARP funds will be allocated. The fire departments continue to incur extra expenses during the pandemic. He would like for members of the Board to meet with area Fire Chiefs and see what needs the fire departments have that should be addressed. Chairman Lapsley said he would be willing to meet with fire chiefs along with Commissioner Hill.

Commissioner Edney mentioned the recent newspaper article stating that Henderson County Public School Superintendent Dr. John Bryant had recently accepted a position with Pardee Hospital. Commissioner Edney said Dr. Bryant currently serves on the Pardee Hospital Board as a UNC nominee. He stated that Dr. Bryant's current position will need to be filled once his employment with Pardee begins in July 2022. He added that the positions held by Brittany Brady and Dr. Eisenhower would also expire later this year.

Commissioner Edney shared that in his "day job," he is an attorney and had been working with the Shepherds as their lawyer but also as a member of the community to ensure people are taken care of. The cemetery is meeting the needs, and there have been 5 to 10 burials this past month. Things are progressing, and a receiver will be appointed at some point. With the weather getting warmer, the grass will again

Approved: March 7, 2022

become an issue. Commissioner Edney said he wanted to reassure the public that nobody is being forgotten. The Shepherds have been a part of this community and have been in business since 1903, and the people will be taken care of one way or the other.

Vice-Chair McCall noted there will be two vacancies on the DSS Board coming up in June. In the past, there was a commissioner included on the DSS board, and at some point, that changed. She would like the Board to consider having a commissioner appointed to this board. After discussion with Social Services Director Jerrie McFalls and County Attorney Russ Burrell, it was determined that the Board *does* have the power to appoint a member of the Board as a full voting member on the DSS board. Vice-chair McCall believes it is important that the Commissioners have a presence on the DSS Board. This is an important Board that is very involved and does a lot of important work. Chairman Lapsley added that there is also a lot of money that funnels through the DSS Board. Not necessarily all county money, but it is all spent in the County. For the people of the County. Vice-chair McCall said 26% of the County's population is reached thru the Department of Social Services.

Vice-Chair McCall commended the Board of Education for their unanimous decision on Monday to allow Henderson County students to have masks optional in schools. This change took place due to a change in quarantine rules through the school tool kit. On December 14, 2021, This Board adopted a Resolution to the state asking that the quarantine rules be changed. While not knowing if it was indeed that Resolution that prompted the change, she is pleased that the rules were changed. With the change, the only people that will be quarantined in schools are those who are symptomatic. Vaccination status and masks are no longer a consideration. It was a long process to get here, and she has hope the COVID numbers will continue to drop and we will see a "light at the end of the tunnel."

Chairman Lapsley asked Russ Burrell about the change Vice-Chair McCall proposed for the DSS Board. Mr. Burrell said there are considerations the Board will want to make that came about when this Board first decided to stop having a presence on the DSS Board. He was the DSS attorney at that time and had knowledge as to why the change was initially made. Chairman Lapsley said the Board would table the issue at this time, and in 30 days, the Board will receive a summary from Mr. Burrell on the intricacies of why the decision was made.

Chairman Lapsley informed the Board that the Substance Abuse Task Force will hold its second meeting tomorrow, February 17, 2022. The Health Department has provided a lot of help in gathering information, and Amy Brantley has provided information on the impending Opioid Settlement Funds.

In closing, Chairman Lapsley gave the Board an update on his previous suggestion of forming a Broadband Taskforce. The Chairman has worked with Business and Community Development Director Chris Todd to assemble a group of people with expertise, experience, and an interest in this topic. They have contacted all providers operating in the County, and those providers have shown an interest in participating. Emergency Services Director Jimmy Brissie will participate, a representative from the public school system, and two citizens who reached out to Chairman Lapsley and were subsequently interviewed and proved to be a good fit. Chairman Lapsley asked his fellow Board members to weigh in with how they would like to proceed.

Commissioner Andreotta said he is interested in helping. He suggested that the Board start with the companies that provide the services to learn who has intent, desire, or interest in looking at any or all the county's rural areas as feasible to expand their business.

Vice-Chair McCall believes the task force is a good idea because we know that AT&T is out there running fiber right now, and Vyve is currently coming through the county. Optimum has a plan of where they are going to expand. We need to bring together all the companies that are already involved and working in Henderson County to compile information. We need to find out where they are all going, find gaps and holes in coverage, and encourage those companies to expand in those areas. She is in favor of moving forward with forming the task force. In closing, she said, just because an area is remote does not mean that coverage is not available in this day and time.

Commissioner Hill is also in favor of the task force but believes the issue of coverage will not be resolved solely by cable. Some of the expanded services are going to have to be cellular. He would like to reach out to local representatives such as Sprint and ATT to gain their input. He has been informed that for cellular companies to provide 5G, there must be fiber cable run to their towers. Commissioner Hill would like for the task force to include cellular providers.

Commissioner Andreotta said an excellent representation of the lack of coverage in rural areas is Fire Department personnel of the departments located in those rural areas. Commissioner Andreotta offered to play a role in the task force and asked Commissioner Hill to join him in this effort. Commissioner Hill said he would be more than happy to participate.

John Mitchell directed Chris Todd to reach out to Commissioner Andreotta and Commissioner Hill and schedule a time to move forward.

Amy Brantley clarified that ARP funds could be used to incentivize and assist companies expanding into rural areas.

Vice-Chair McCall stated that the number one focus ARP Committee, which includes leaders from all the municipalities, is to, as a joint project, find ways to expand Broadband. All of the municipalities in the County are open to working together on this.

Chairman Lapsley made the motion to proceed with forming a Broadband Taskforce with Commissioner Andreotta serving as the Board's liaison along with Commissioner Hill, and Christopher Todd will serve as staff liaison. They will have the flexibility to add members to the Board as they see fit. All voted in favor and the motion carried 5-0.

Commissioner Andreotta added that Grant Applications are due April 4, 2022.

COUNTY MANAGER'S REPORT

County Manager John Mitchell informed the Board he had received the Ecusta Trail proposal for phase one. Engineering work from Vaughn Melton and staff is currently vetting the proposal along with NCDOT. He expects this to be back before the Board at their March 7 meeting for the Board's consideration. Chairman Lapsley asked that the proposal be sent to members of the Board so they will have ample time to vet the proposal.

The Audit RFQ closes this Friday, February 18, 2022, and there have already been two submissions. This will be back before the Board after Friday's deadline for the Board to make a selection so we may begin working on the audit.

Approved: March 7, 2022

John Mitchell said a list had been prepared that contains appropriate ARP-related projects. He anticipates briefing the Board at the March 7 meeting.

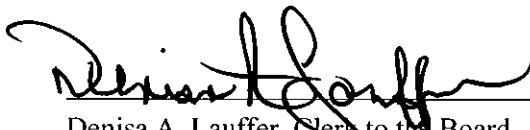
GENERAL ASSEMBLY UPDATE

John Mitchell said the General Assembly will take up the Continuing Resolution in the Senate, where it will be until March 11, 2022, where it is anticipated that they will have a budget for the rest of the year. The Federal Government has a special fiscal year, which will be through October 1.

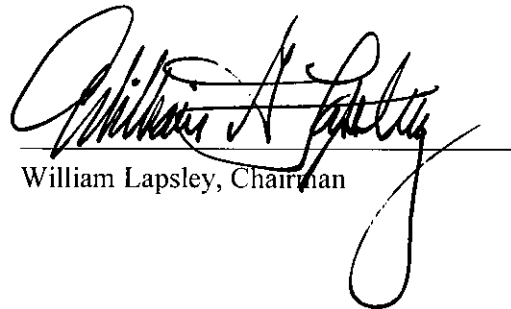
John Mitchell stated it has been indicated that the General Assembly will be back in Raleigh on Monday to vote on the revision to the maps. They must have the maps to the judges who will judge this matter by February 23, 2022.

Chairman Lapsley made the motion to adjourn the meeting at 12:06 p.m. All voted in favor and the motion carried 5-0.

ADJOURN



Denisa A. Lauffer, Clerk to the Board



William Lapsley, Chairman

During the February 16, 2022, regular meeting, the Board enacted the following:

- 2022.21 Resolution – We Are Hope Week**
- 2022.22 Reimbursement Resolution for Edneyville Sewer System**
- 2022.23 Proposed Utility Easement with City of Henderson on Blue Ridge Community College Property**
- 2022.24 Budget Amendment – EMS 4WD Ambulance Purchase**

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 Honoring the Observance of “We Are Hope” Week in Henderson County Public Schools’ Middle & High Schools March 7-11, 2022

WHEREAS, Substance and alcohol abuse negatively affects many areas of the brain, the liver, the heart, and other body parts and can cause adverse behavioral, psychological, and social consequences; and

WHEREAS, there were 100,306 drug overdose deaths in the United States in twelve months ending April 2021, with opioids involved in 75,673 drug overdose deaths during the same period;¹ and

WHEREAS, substance and alcohol abuse continues to occur among children and youth in our society: in 2019 (the last period for which there are statistics), 37.8 percent of high school students in North Carolina smoked cigarettes or used electronic vapor products, 24.2 percent drank alcohol, 22.1 percent used marijuana, 4.8 percent used cocaine, and 16.6 percent took prescription drugs without a doctor’s prescription, according to the Centers for Disease Control and Prevention’s North Carolina, High School Youth Risk Behavior Survey, 2019², and

WHEREAS, student leaders in Henderson County Public Schools’ six high schools and four middle schools have joined with local Henderson County coalition HopeRx in educating their peers on alcohol, tobacco, marijuana, and prescription drug use and abuse; and

WHEREAS, students at Apple Valley Middle, Flat Rock Middle, Hendersonville Middle, Rugby Middle, East Henderson High, Henderson County Career Academy, Henderson County Early College, Hendersonville High, North Henderson High, and West Henderson High are pledging to be and remain substance-free;

NOW THEREFORE BE IT RESOLVED, by the Henderson County Board of Commissioners, that March 7-11, 2022, be observed in Henderson County Public Schools’ middle and high schools as “We Are Hope” substance abuse awareness week.

Adopted this sixteenth day of February 2022.

ATTEST:


DENISA A. LAUFFER, CLERK TO THE BOARD


WILLIAM G. LAPSLEY, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

¹ https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2021/20211117.htm

² <https://nccd.cdc.gov/YouthOnline/App/Results.aspx?LID=NC>

Extract of Minutes of a regular meeting of the Board of Commissioners of the County of Henderson, North Carolina, was duly held on February 16, 2022, at 9.30 a.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Chairman William Lapsley presiding.

* * *

The following members were present:

Chairman William Lapsley, Vice Chairman Rebecca McCall, Commissioner J. Michael Edney, Commissioner Daniel Andreotta, and Commission David Hill.

The following members were absent:

None

* * *

Chairman Lapsley moved that the following resolution (the "*Resolution*"), a copy of which was available with the Board and which was read by title:

**RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA
DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH
CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES
INCURRED IN CONNECTION WITH THE CONSTRUCTION OF A SEWER
SYSTEM SERVING THE EDNEYVILLE SCHOOL, THE NORTH CAROLINA
JUSTUS JUSTICE ACADEMY, AND CERTAIN OF THE SURROUNDING
AREA FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS**

WHEREAS, the Board of Commissioners of the County of Henderson, North Carolina ("*County*") has determined that it is in the best interests of County to finance the construction of a sewer system serving the Edneyville School, the North Carolina Justus Justice Academy, and certain of the surrounding area (the "*Project*");

WHEREAS, the County presently intends, at one time or from time to time, to finance all or a portion of the costs of the Project with proceeds of tax-exempt obligations and reasonably expects to execute and deliver its tax-exempt obligations (the "*Obligations*") to finance, or to reimburse itself for, all or a portion of the costs of the Project; and

WHEREAS, the County desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the "*Original Expenditures*"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the County intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

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

Section 1. ***Official Declaration of Intent.*** The County presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the County on or after the date

occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The County reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Project and the principal amount of Obligations is currently expected to be executed and delivered by County to pay for the costs of the Project is approximately \$35,000,000.

Section 2. **Compliance with Regulations.** The County adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. **Itemization of Capital Expenditures.** The Finance Officer of the County, with advice from special counsel, is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the Original Expenditures incurred and paid by the County in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. **Effective Date.** This Resolution is effective immediately on the date of its adoption.

On motion of Chairman Lapsley, the foregoing "RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION OF A SEWER SYSTEM SERVING THE EDNEYVILLE SCHOOL, THE NORTH CAROLINA JUSTUS JUSTICE ACADEMY, AND CERTAIN OF THE SURROUNDING AREA FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS." was duly adopted by the following vote:

AYES:

ALL COMMISSIONERS

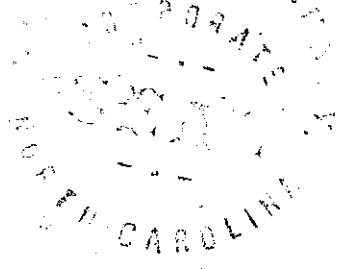
NAYS:


NONE

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

I, *Denisa Lauffer*, Clerk to the Board of Commissioners of the County of Henderson, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of a resolution entitled **“RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION OF A SEWER SYSTEM SERVING THE EDNEYVILLE SCHOOL, THE NORTH CAROLINA JUSTUS JUSTICE ACADEMY, AND CERTAIN OF THE SURROUNDING AREA FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS”** adopted by the Board of Commissioners of the County of Henderson, North Carolina, at a meeting held on the 16th day of February, 2022.

WITNESS my hand and the corporate seal of the County of Henderson, North Carolina, this the 16th day of February 2022.




Denisa Lauffer
Clerk to the Board
County of Henderson, North Carolina

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

Prepared by and Return to: Angela S. Beeker, City Attorney for the City of Hendersonville, City box

DEED OF DEDICATION AND CONVEYANCE WITH ASSOCIATED EASEMENTS

THIS DEED OF DEDICATION AND CONVEYANCE WITH ASSOCIATED EASEMENTS, hereinafter "Deed of Dedication," made this 16th day of February 2022, by and between Board of Trustees of Blue Ridge Community College (hereinafter sometimes "Trustees") and Henderson County (hereinafter sometimes "County"), a body politic and corporate, hereafter sometimes collectively referred to as "Grantor", and the City of Hendersonville, a North Carolina municipal corporation, hereafter referred to as "Grantee" (the designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine and neuter as required by context).

WITNESSETH:

THAT WHEREAS, the Trustees are the owner in fee simple of that property more particularly described in those deeds recorded in Deed Book 491 at page 569 and Deed book 490 at Page 373, said property having a PIN of 9578-84-9073, both of the Henderson County Registry, hereinafter "Property of the Trustees"; and

WHEREAS, the County is the owner in fee simple of that property more particularly described in those deeds recorded in Deed Book 3421 at page 574 of the Henderson County Registry, said property also being shown on that plat recorded in Book 2021 at Page 12145 of the Henderson County Registry, having a PIN of 9578-84-1661, hereinafter "Property of the County"; and

WHEREAS, Grantor owns or has constructed, or caused to be constructed, utility infrastructure, consisting of water and/or sewer lines, and related appurtenances and accessories across the Property of the Trustees and the Property of the County consisting of the following:

Being and consisting of: 1) Water main consisting of +/- 485 lineal feet of 6" ductile iron pipe and appurtenances running between the pond and Patton buildings from the existing 8" water main in College Dr; and 2) and a Sanitary main extension consisting of +/- 510 lineal feet of 8" PVC and +/- 92 lineal feet of 8" ductile iron gravity pipe running between the pond and Patton buildings to the existing 8" sewer main near College Dr, including all manholes and other appurtenances, 1) and 2) above being more particularly shown and described on those construction plans and specifications, sealed January 15, 2021, as amended through July 27, 2021, bearing a job no of CNS199-L, prepared by WGLA Engineering, PLLC, a Civil Engineering firm, hereinafter "Plans," said Plans being incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure." As used herein, New Infrastructure shall be deemed to include changes to the New Infrastructure made pursuant to amendments to the Plans which have been approved by the City, collectively hereinafter "New Infrastructure" and

WHEREAS, Grantor and Grantee have previously entered into a Utility Extension Agreement dated November 4, 2021 to govern the terms of construction of the New Infrastructure and conveyance and acceptance of the New Infrastructure to and by the Grantee, hereinafter "Utility Extension Agreement"; and

WHEREAS, the Utility Extension Agreement required that Grantor convey to the Grantee all of Grantor's right, title and interest in the New Infrastructure, and all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances, together with all associated permits, licenses, and permissions, hereinafter "Required Conveyances"; and

WHEREAS, Grantor now desires to convey to the Grantee the Required Conveyances, and Grantor is willing to accept the same; and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a permanent easement over, under, upon, across and through a portion of the Property of the Trustees and Property of the County for purpose of constructing, operating, maintaining, repairing, inspecting, enlarging, replacing and reconstructing water and/or sewer lines, and related appurtenances and accessories, in addition to the New Infrastructure, all of the foregoing collectively hereinafter referred to as "Utility Infrastructure," and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by these presents does hereby dedicate, give, grant and convey unto the Grantee, its successors and assigns, all right, title and interest in and to the Required Conveyances as more particularly described hereinbelow:

A. **THE NEW INFRASTRUCTURE:** All right, title and interest in and to the New Infrastructure, and its related appurtenances and accessories, **together with**

B. **PERMANENT EASEMENTS:** Permanent and perpetual, non-exclusive, and irrevocable right, privilege and easements to operate, maintain, repair, inspect, enlarge, replace, construct and reconstruct Utility Infrastructure, over, upon, across, under and through the above-referenced Property of the Trustees and Property of the County; said permanent easements being described as follows:

Being non-exclusive permanent easements shown and described on that Plat recorded in Book 2021 at Page 13757 of the Henderson County Registry described as being: 1) 20' SEWER EASEMENT #1 (10' EACH SIDE OF EXISTING SEWER MAIN); 2) 20' SEWER EASEMENT #2 (10' EACH SIDE OF EXISTING SEWER MAIN); 3) 20' WATER EASEMENT (10' EACH SIDE OF EXISTING WATER MAIN); and 4) 30' UTILITY EASEMENT FOR SANITARY SEWER AND WATER; those non-exclusive permanent easements numbered 1) through 4) being collectively hereinafter referred to as "the "Permanent Easements," **together with**

C. **THE FOLLOWING DESCRIBED CONSTRUCTION EASEMENT.** A non-exclusive construction easement, hereinafter "Construction Easement," further defined as being forty (40) feet in width, sharing the same centerline as the Permanent Easements, to be used by Grantee as reasonably necessary to install, construct, replace, enlarge or repair any of all of the Utility Infrastructure within the Permanent Easements. The Grantee's right to use of the Construction Easement shall be limited to the purposes as stated in this paragraph (not for operation or maintenance of the Utility Infrastructure), and shall only be exercised during such times as the installation, construction, replacement, enlargement or repair of Utility Infrastructure, hereinafter "Construction Activities," is occurring, including a reasonable time before the start of any Construction Activities for setup and a reasonable time after completion of any Construction Activities for cleanup and for performance of warranty items, if any, by Grantee's contractor(s), **together with**

D. **OTHER EASEMENTS, ...AS FOLLOWS:**

1. A perpetual easement and full right of access for purposes of ingress and egress to and from said Permanent Easements over and across the Property of the Trustees and Property of the County and over and across any real property owned by the Grantor lying between the Permanent Easements and the nearest public road;

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE:

1. With the execution of this Deed of Dedication it is Grantor's intent that all of Grantor's right, title and interest in and to the New Infrastructure be conveyed to Grantee, free from all liens and encumbrances, and that from and after the date of this Deed of Dedication, all right, title and interest in and to any and all Utility Infrastructure placed within the Permanent Easements shall at all times be in Grantee, or Grantee's successors or assigns. From and after the date of this Deed of Dedication, neither Grantor, nor Grantor's heirs, successors, or assigns, shall have any right, title or interest whatsoever in or to any Utility Infrastructure placed within the Permanent Easements. For the avoidance of doubt, Grantor and Grantor's heirs, successor's or assigns shall not have any authority, nor any right, title or interest in the Utility Infrastructure sufficient to subject the Utility Infrastructure to any liens or encumbrances whatsoever, whether by operation of law, or otherwise. Grantee, and Grantee's successors or assigns, shall have the sole right to remove Utility Infrastructure from the Permanent Easements in whole or in part; however any removal(s) shall not terminate any easements granted by this Deed of Dedication, nor be construed as an abandonment of the rights granted to Grantee by this Deed of Dedication.
2. That, notwithstanding paragraph 1, Grantee agrees to acquire such release deeds or waivers for the Permanent Easements, Construction Easement or any Utility Infrastructure as the Grantee may reasonably request from any lender, vendor, or other third party, having a lien or purporting to have a lien or security interest in and to the Permanent Easements, the Construction Easement or the Utility Infrastructure.
3. That the Grantee shall have the right, but not the obligation, to clear the Permanent Easements described above and the right but not the obligation to keep the Permanent Easements clear at all times, and the right but not the obligation to remove from the Permanent Easements all brush, shrubs, trees, and other obstructions of any kind, and to go upon said Permanent Easements whenever necessary for the purpose of clearing the same and removing therefrom all brush, shrubs, trees and other obstructions of any kind.
4. That the Grantor shall have the right to use said Permanent Easements and Construction Easement, in the same manner as has been heretofore done, provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Grantee shall have the right to interrupt Grantor's use of the Permanent Easements and Construction Easement while active construction, installation, repair, replacements, or other permitted actions of the Grantee are occurring within the Permanent Easements or Construction Easement. Prohibited uses of the Permanent Easements and Construction Easement by the Grantor include, but not are not limited to, the following: the erection of a shed, building, structure or other obstruction within the Permanent Easements by the Grantor; the planting of trees within the Permanent Easements, the placement of additional fill within the Permanent Easements; and the placement of, or allowing the placement of, other utility lines, including but not limited to, electric, gas, telephone, or cable lines, within the Permanent Easements. Grantee may waive, in writing, any of these prohibitions; however such waiver shall be narrowly construed to allow only the specific allowances stated in the written waiver.
5. Grantee shall have the right, but not the obligation, to remove or abate any uses of, or structures placed on, the Permanent Easements and Construction Easement in violation of this Deed of Dedication, and Grantee shall not be liable to the Grantor for such removal or abatement. Grantor shall reimburse to the Grantee the reasonable costs of such removal or abatement.
6. Upon completion of the installation, repair, replacement, enlargement, or addition to any of the Utility Infrastructure, Grantee shall restore the premises to condition as near the pre-construction condition as practicable, including the original topography, and shall repair all existing driveways and walkways damaged by Grantee or its agents to their pre-construction condition, provided that Grantee shall have no obligation to replace any pre-existing vegetation within the Permanent Easements which Grantee reasonably determines would be intrusive or damaging to the pipe line(s), conduits and

accessories being installed. With regards to paved roads crossing the Permanent Easements or Construction Easement, the Grantee shall only be responsible for re-graveling, tamping and patching the portion of said paved roads disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for re-graveling and tamping in connection with any repairs or maintenance.

7. That the Grantor shall have the right to pass over and upon said Permanent Easements with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the utility lines and accessories constructed within said Permanent Easements. As to paved roads, the Grantee, in future repairs or maintenance of said utility lines and accessories, shall only be responsible for re-graveling, tamping and patching the portion of said paved roads disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for re-graveling and tamping in connection with any repairs or maintenance.

8. Grantee, its officers, agents, employees and contractors, shall have the right to go to and from the Permanent Easements and the Construction Easement from the nearest public road across other portions of the Property of the Trustees and Property of the County, and across any other real property owned by Grantor lying between the Permanent Easements/Construction Easement and the nearest public road. However the Grantee will endeavor to make use of existing roads, paths, or drives to minimize the interference with Grantor's use and enjoyment of the Property of the Trustees and Property of the County lying outside of the easement and other real property owned by the Grantor.

9. This Easement is assignable by the Grantee to any purchaser or future owner of any Utility Infrastructure placed within the Permanent Easements.

10. By accepting and recording this Deed of Dedication, the Grantee accepts the conveyance, grant, and dedication of the easements described above.

11. Failure of either party to enforce any terms of this Deed of Dedication shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights granted by this Deed of Dedication shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

TO HAVE AND TO HOLD said the New Infrastructure, Permanent Easements, Construction Easement, and all other easements and Required Conveyances described hereinabove, unto said Grantee, its successors and assigns, upon the terms set forth above. The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said New Infrastructure, Permanent Easements, Construction Easement, and all other easements and Required Conveyances described hereinabove and has full right and power to convey the New Infrastructure, Permanent Easements, Construction Easement, and all other easements and Required Conveyances described hereinabove, to the Grantee, and that Grantor will, and Grantor's successors and assigns shall, forever warrant and defend the title to said New Infrastructure, Permanent Easements, Construction Easement, and all other easements and Required Conveyances described hereinabove unto the Grantee, its successors and/or assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or it corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, in multiple counterparts, each of which is an original and all of which constitute but one and the same instrument, as of the day and year first above written.

HENDERSON COUNTY

BY: *William E. Kapsky* (SEAL)
(signature)

Printed name: William E. Kapsky

Title: Chairman, Board of County Commissioners

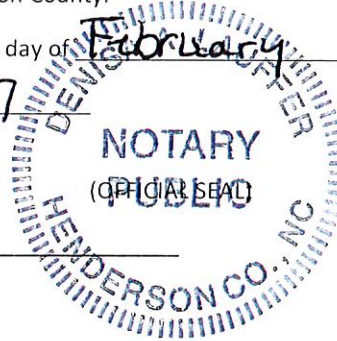
STATE OF North Carolina COUNTY OF Henderson

I, Denisa A. Lawffer, (printed name of notary) a Notary Public of said County and State, do hereby certify that William E. Kapsky, personally appeared before me this day, and being duly sworn, stated that they are the Chairman (title) for Henderson County, a body politic and corporate, and that they executed and acknowledged the foregoing instrument on behalf of Henderson County.

WITNESS my hand and official seal, this 16th day of February, 2022

My commission expires January 5, 2027

Denisa A. Lawffer
Notary Public Signature



THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)

John Connet, City Manager

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

	WNC Source	Comments - Please provide explanation for your evaluation
<p>Qualifications and Experience (35%)</p> <p>Proposer's experience in performing transit service of similar scope and complexity</p> <p>Qualifications and Experience of proposed General Manager, Maintenance Manager and other key personnel</p> <p>Financial stability of proposer</p> <p>References</p>	24%	<p>- 18 years of experience operating transit service in Henderson County</p> <p>- WNC took precautions during COVID</p> <p>- WNC claimed certain requirements are new, but in fact, many of them are in the current contract and they failed to implement them</p> <p>- resumes include relevant experience with details</p> <p>- the proposed GM does not meet the minimum years of experience (8 years in transit and 5 years in supervisory position) required by the RFP</p> <p>- County observed improvement in attention to safety as the proposed GM took the position</p> <p>- provided detailed audited financial statements</p> <p>- most proposed personnel have only been with Apple Country Transit</p>
<p>Approach to providing transit services and support (25%)</p> <p>Understanding of requirements</p> <p>Suitability of proposed services and support</p> <p>Provision of start-up plan</p>	18%	<p>- provided detailed plans and policies</p> <p>- WNC continued to use SSP instead of the more recent PTASP</p> <p>- third party to provide maintenance -- it's the Ford dealership currently - it is not clear how WNC will bid out the maintenance service.</p> <p>- as the incumbent, does not need a start-up plan</p> <p>- provided a transition plan if not selected</p>
<p>Cost proposal (25%)</p>	20%	<p>- cost savings compared to current contract due to cheaper vehicle maintenance for the relatively newer CNG vehicles</p> <p>- proposed hourly rate is \$10 less than the current contract, which is not fully explained</p>
<p>Ability to implement (15%)</p> <p>Provisions for O&M facility</p> <p>Ability to meet implementation schedule</p>	10%	<p>- County is providing real-time bus data: will be able to implement cheaper than what WNC proposes</p> <p>- unclear why County should pay for facility start-up cost since WNC is the incumbent; WNC uses the same facility for other operations, e.g., rural transit service</p>
Total	72%	

<p>Qualifications and Experience (35%)</p> <p>Proposer's experience in performing transit service of similar scope and complexity Qualifications and Experience of proposed General Manager, Maintenance Manager and other key personnel Financial stability of proposer References</p>	<p>Maruti Mobility Management</p>	<p>Comments - Please provide explanation for your evaluation</p> <ul style="list-style-type: none"> - performed similar contracts in the past, including fixed-route (3-year contract), non-emergency medical transportation (1.1-year contract), paratransit, and trolley - GM's resume is confusing in the experience listed - resumes lack relevant details in general - maintenance manager seems to have relevant experience, has owned an auto repair shop; unclear if they have experience with CNG - did not provide audited financial statements; cannot evaluate the accuracy of the financial information; lacks details - Provided three references - is a DBE
<p>Approach to providing transit services and support (25%)</p> <p>Understanding of requirements Suitability of proposed services and support Provision of start-up plan</p>	<p>13%</p>	<ul style="list-style-type: none"> - has not demonstrated knowledge and understanding of FTA compliance - paratransit methodology does not follow the County's policy, e.g., they proposed in-person interview for paratransit eligibility evaluation - strong quality control plan to ensure safety and on-time performance - in-house maintenance; - has not demonstrated experience with CNG vehicles; unclear the proposed facility is suitable for CNG maintenance -- the facility has to be EPA certified for CNG vehicles; mechanics also need to be EPA certified - the proposed facility/location is a little distant from service area = additional wear and tear; the safety of the nearby roads is a concern - unclear how they will be able to get the ED facility - it is unclear how they will manage necessary improvement to the facility (e.g., security improvement) within the short timeline available; the cost proposal for O&M facility improvement is only \$68K, which seems low given the amount of capital improvement required for the facility - the O&M facility improvement cost is not broken down in the required form - except facility, start-up plan is good - customer service approach is strong
<p>Cost proposal (25%)</p>	<p>18%</p>	<ul style="list-style-type: none"> - cost is lower than the current contract (for comparison, \$65/revenue hour for Buncombe County in 2020, which has a much greater service area with potential of economy of scale) - proposed driver hourly rate is much lower than the current rate; they may have difficulty hiring at that rate
<p>Ability to implement (15%)</p> <p>Provisions for O&M facility Ability to meet implementation schedule</p>	<p>7%</p>	<ul style="list-style-type: none"> - same concerns with the proposed O&M facility as above - O&M cost proposal doesn't consider renovation to make it workable
<p>Total</p>	<p>61%</p>	

Henderson County Ecusta Trail

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made and entered into _____, between **ECUSTA RAILS2TRAIL, LLC AND COUNTY OF HENDERSON**, which has a mailing address at **1 HISTORIC COURTHOUSE SQUARE, HENDERSONVILLE, NC 28792** party of the first part (hereinafter called "Greenway"), and _____ having a mailing address at _____ as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Greenway (which when used herein shall include any licensor, lessor, successor or assignee) insofar as it has the legal right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Greenway's title may be subject, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

Licensee has submitted to Greenway an Application related to the proposed installation and construction of [Description of facilities] (herein called the "Facilities") located in, over or under, across, along and upon the right-of-way or property of Greenway at or near:

LOCATION: below the tracks, right of way and property owned by Greenway at a location approximately _____ feet _____ of Mile Post _____ and _____ feet _____ of the centerline of _____, at or near _____.

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made part hereof (such right-of-way or property of Greenway).

Greenway hereby grants to Licensee, insofar as Greenway has the right to do so, in accordance with engineering plans, submitted by Licensee to and approved by the Greenway's Engineer or his or her authorized representative, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. (a) Licensee shall, at its expense, construct and maintain in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon prior written permission granted by the Greenway's Engineer or his or her authorized representative, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the installation or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Greenway's Engineer or his or her authorized representative, and as will not interfere with the operations of the Greenway, endanger persons or property of Greenway, and enjoyment of the property of Greenway. With respect to each Operations project that require access to the Premises, Greenway shall, at Greenway's option furnish, at the sole expense of Licensee, furnish any necessary inspectors or traffic control to see that personnel, equipment and materials are kept a safe distance away from the Greenway, to support Greenway's corridor and to protect Greenway's traffic.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time, at Greenway's option, should deem inspectors, observers, monitors, or traffic control desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Greenway shall have the right to place such inspectors, observers, monitors, or traffic control at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Greenway upon demand. The furnishing or failure to furnish inspectors, or traffic control by Greenway, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Greenway Engineer or their authorized representative for the scheduling of protection services. Within seventy-two (72) hours after the Engineer's actual receipt of such notification, the Engineer shall review the necessity and availability of traffic control or other protection services for the proposed work and advise Licensee of such matters and the estimated cost of protection services. No work shall be permitted on or about the Premises without the presence of Greenway's protection services or the Engineer's waiver of the requirement for protection services. Entry on or about the Premises or any other Greenway's right-of-way without the Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Greenway, within thirty (30) days after delivery of an invoice, for the cost of protection services provided by or on the behalf of Greenway.

2. The Premises shall be used by Licensee only for the Operations of the Facilities and for no other purposes. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Greenway. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit an application with plans conforming to Greenway's then-current standards and procedures and obtain the written approval of the Greenway's Engineer or his or her authorized representative thereto before any work or alteration of the facility is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto.
3. (a) Licensee shall at all times be obligated to promptly maintain, repair, reinforce and renew said Facilities; and shall, upon notice from Greenway requiring it so to do, promptly make such repairs and renewals thereto as may be required by Greenway; or Greenway, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event, Licensee fails so to do, Greenway will perform said necessary repairs at the sole cost and expense of Licensee.
4. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Greenway.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Greenway, shall extend for an appropriate distance on each side of the property of Greenway as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Greenway.
5. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Greenway.

6. (a) It is understood between the parties hereto that the operations of Greenway at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Greenway including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Greenway or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Greenway from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Greenway may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Greenway whether such losses and damages be suffered or sustained by Greenway directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Greenway liable therefore, and whether attributable to the fault, failure or negligence of Greenway or otherwise, except when proved by Licensee to be due directly to the sole negligence of Greenway. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF GREENWAY, UNDER NO CIRCUMSTANCES SHALL GREENWAY HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF GREENWAY DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS GREENWAY FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

7. All cost and expenses in connection with the operation, construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Greenway under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Greenway the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Greenway for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Greenway on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Greenway.

8. Licensee shall, at its sole cost and expense, upon thirty (30) days prior written notice from Greenway, promptly change the location of said Facilities covered by this Agreement, where located over, under, upon and along, or in the property and facilities of Greenway, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Greenway upon land now or hereafter owned or used by Greenway to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered

by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, under, upon and along or in the property and facilities of Greenway as may be required by said Greenway or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Greenway may make such repairs or adjustments or changes in location and provide necessary material therefore.

9. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Greenway property, and right of way and all property of Greenway shall be restored in good condition and to the satisfaction of Greenway. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Greenway shall be privileged to do so at the cost and expense of Licensee, and Greenway shall not be liable in any manner to Licensee for said removal.
10. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or pavement, facilities and appurtenances of Greenway arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Greenway on demand the full cost and expense, therefore.
11. If the Facilities cause degradation of Greenway's signal, communications and other electronic systems or endanger Greenway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense shall immediately remedy any inductive interference to the satisfaction of Greenway growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Greenway may take any/all corrective measures deemed necessary. The provisions of this Section 12 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Greenway may install in the future.
12. If Licensee fails to take any corrective measures requested by Greenway in a timely manner, or if an emergency situation is presented which, in Greenway's sole judgement, requires immediate repairs to the Facilities, Greenway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.
13. (a) The rights conferred hereby shall be the privilege of Licensee only, and no assignment, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, or involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right of privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Greenway, which consent may be withheld by Greenway in its sole discretion. Any such assignment or other transfer made without Greenway's prior written consent shall be null and void and, at Greenway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Greenway, Licensee or a wholly owned subsidiary of Licensee's part without Greenway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Greenway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Greenway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Greenway for the performance of the obligations of "Greenway" hereunder.

14. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

15. (a) This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.

(b) The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Greenway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Greenway for Greenway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Greenway elects to remove the Facilities, Greenway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

(c) If licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operation of the Facilities for one (1) year. Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee.

16. Automobile mileage charges incurred by aforementioned Greenway inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

17. Environmental Compliance

17.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.

17.2 Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air, or groundwater arising or resulting, in whole or in part, from Licensee's operations or use the Premises pursuant to this Agreement. Licensee agrees to indemnify and hold harmless Greenway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Greenway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or grand water due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises, or (c) any violation of Licensee's obligations.

- 17.3 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Greenway from and against any and all fines, penalties, demands, suits, actions, proceedings, fines, claims, losses (including attorneys' fees) or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Greenway.
- 17.4 Without limiting any other provision of this Agreement, Greenway shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Greenway shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
- 17.5 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Greenway and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Greenway. Greenway's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Greenway shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Greenway all information requested by Greenway regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.
18. This agreement contains the entire agreement of Greenway and Licensee and supersedes any prior understanding or agreement between Greenway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.
19. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the insurance coverage as outlined in **Exhibit "B"**.
20. (a) Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Greenway's property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operation and programs in connection with any work on Licensee's Facilities.
- (b) Licensee shall keep the job site on Greenway property free from safety and health hazards and ensure that their employees are competent and adequately trained in safety and health aspects of the work.
- (c) Licensee represents and warrants that all parts of the Licensee's Facilities within and outside of the limits of Greenway property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the greenway, property, and facilities of Greenway, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

- 21. Notwithstanding any other provision contained herein, in no circumstance shall the Licensee be allowed to take or permit any action which would cause this property to be out of compliance with the requirements of the railbanking provisions of the National Trails System Act (P.L 90-543 as it exists and may be amended).
- 22. Any Notice required or permitted to be served under the terms of this License shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Greenway: County of Henderson
Attention: County Engineer
1 Historic Courthouse Square
Hendersonville, NC 28792
\\

To Licensee: _____

Attn: _____

or at such other address as the respective parties may from time to time give notice of.

- 23. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "16" of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

***ECUSTA RAIL2TRAIL, INC. AND COUNTY OF
HENDERSON
(as Greenway)***

***APPLICANT
(as Licensee)***

By: _____

By: _____

Name: Marcus A. Jones, PE

Name: _____

Title: County Engineer

Title: _____

Witness as to Greenway

Witness as to Licensee

Name: _____

Name: _____

EXHIBIT A

(applicant's detail plans and location of proposed encroachment)

EXHIBIT B
(County's risk management requirements of applicant)

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Emergency Medical Services

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115437-553000</u>	<u>Capital Outlay - Vehicles</u>	<u>\$206,000</u>
<u>115437-526020</u>	<u>Non-Exp. Dept. Supplies</u>	<u>\$6,785</u>
<u>115437-526000</u>	<u>Dept Supplies</u>	<u>\$6,000</u>
<u>115437-535300</u>	<u>M&R - Vehicles</u>	<u>\$4,100</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
		\$222,885

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

Account	Line-Item Description	Amount
<u>114990-401000</u>	<u>Fund Balance Appropriated</u>	<u>\$222,885</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Budget Amendment to cover the cost of a used 2021 ambulance from Skyland Fire and Rescue Corporation, including the vehicle and necessary equipment. Approved by the Board of Commissioners 2.16.2022.

Authorized by Department Head

Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: February 16th, 2022

SUBJECT: Used 4WD Ambulance Purchase

PRESENTER: Jimmy Brissie, Emergency Services Director

ATTACHMENTS: Yes

1. Budget Amendment
2. Bill of Sale

SUMMARY OF REQUEST:

During the February 7th meeting of the Board of Commissioners, the Board authorized Staff to negotiate the purchase of a 4WD ambulance from Skyland Fire and Rescue. Staff working with the leadership of the Fire Department have negotiated a purchase price of two hundred thousand dollars (\$200,000). This price includes the ambulance, power stretcher and power load system for the stretcher. This offer has been accepted by the Board of Directors of Skyland Fire & Rescue.

Staff have also compiled the necessary costs of upfitting the ambulance to place it in service. These costs include striping, radios, modems and computer mounts. It is requested the Board also approve these expenditures to allow the ambulance to be placed in service before retiring another ambulance from the fleet.

BOARD ACTION REQUESTED:

The Board is requested to approve purchase of a 2021 Wheeled Coach ambulance and accessories from Skyland Fire & Rescue for the price of \$200,000. The Board is also requested to approve the fund balance transfer for the purchase and outfitting of the ambulance to make it operational for service.

Suggested Motion:

I move the Board approve the purchase of a 2021 Wheeled Coach ambulance and accessories from Skyland Fire & Rescue for the price of \$200,000, the Budget Amendment appropriating fund balance for the purchase, and authorize Staff to execute the necessary signatures to purchase and outfit the vehicle.

Henderson County 2045 Comprehensive Plan

Key Public Outreach Efforts

Outreach & Advertising Efforts:

- Apple Festival booth (3 days)
- Over 64,000 surveys mailed with the real and personal tax bills
- Online survey option in English and Spanish
- HCPC “Peach Jar” listserv that went out to over 20,000 emails (September & December)
- County newsletter article
- County computer screensaver slide
- Flyers in English and Spanish on transit buses and at stops
- Over 500 flyers in English and Spanish sent home with Head Start children
- Multiple County social media postings
- Surveys and distribution boxes available in multiple County buildings
- Flyers and postcards given to HCPS principals to initiate collaboration with students
- Flyers posted in local businesses
- Flyers and surveys distributed to participants of the library’s Homebound program
- Published article in The Lightning
- Press release sent to media sources

Staff-Led Open House Events:

- Dana Community Park (9/14/21)
- Tuxedo Park (9/28/21)
- Thomas Auditorium (10/6/21)
- County Library (10/12/21)
- Edneyville Community Center (10/18/21)
- Crab Creek Community Center (10/26/21)
- Fletcher Library (11/2/21)
- Grace Mills River Church (11/3/21)
- Etowah Library (11/9/21)

Consultant-Led Public Workshops:

- BRCC (11/10/21)
- Virtual (12/9/21)

Other Group Presentations:

- Business Morning Update (9/8/21)
- Agribusiness Listen & Learn (10/21/21)
- Crab Creek Preserve Group (10/23/21)
- League of Women Voters (11/3/21)
- HCPS Student Governments (11/4/21)
- BRCC Student Government (11/5/21)
- City of Hendersonville Diversity, Equity, and Inclusion Committee (11/9/21)

- BRCC Veteran's Day Event (11/10/21)
- Business Morning Update (12/8/21)
- The Partnership Board (12/15/21)
- BRCC Vision Class (1/13/22)
- Environmental Advisory Committee (2/3/22)

Stakeholder Interviews (8/25/21 & 8/26/21):

- Construction & Development
- Economic Development
- Transportation & Municipalities
 - Included staff from NCDOT, MPO, and each municipality
- Conservation, Recreation, & Tourism
- Higher Education & Health
- Schools, Youth, & Housing

Staff-Level Working Group Discussions (in addition to kick-off meeting):

- County EMS staff
- The Partnership staff

Steering Committee Meetings (Planning Board):

- July 7, 2021
- October 21, 2021
- January 20, 2022

Upcoming Presentations:

- Soil & Water Advisory Board (3/7/22)
- Recreation Advisory Board (3/8/22)
- Steering Committee (3/17/22)