

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
MONDAY, MARCH 7, 2022**

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

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, Budget Analyst Jennifer Miranda, Building Services Director Crystal Lyda, Flood Administrator Toby Linville, Grayson Taylor Planner III, Parks and Recreation Director Carleen Dixon, Assistant Engineer Deb Johnston, and PIO Kathy Finotti – videotaping, Deputies Robert Mertz and Michelle Hensley provided security.

CALL TO ORDER/WELCOME

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

INVOCATION

David Lewkowicz, Lead Pastor at the Bridge Church provided the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Emma Wilkie, Young Naturalist 4-H Club.

RESOLUTIONS AND RECOGNITIONS

2022.25 Athletic Trainers Appreciation

PROCLAMATION - PROCLAIMING MARCH AS NATIONAL ATHLETIC TRAINING MONTH IN HENDERSON COUNTY

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and

WHEREAS, athletic trainers provide prevention of injuries, recognition, evaluation and aggressive treatment, rehabilitation, health care administration, education and guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports 43,000 members of the athletic training profession employed in the following settings: professional sports, colleges and universities, high schools, clinics and hospitals, corporate and industrial settings and military branches; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training

profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals;

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners do hereby proclaim the month of March as National Athletic Training Month in Henderson County and urge the citizens of the County to learn more about the importance of athletic training.

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

Adopted this the 7th day of March, 2022.

Chairman Lapsley made the motion to adopt the Proclamation as present. All voted in favor and the motion carried 5-0.

2022.26 Resolution of Appreciation – Jay Jackson

The Henderson County Cemetery Advisory Committee has been meeting since 2005 to ensure the preservation and maintenance of historic cemeteries in Henderson County. Jay Jackson has acted as Chairman since the creation of the Committee. Mr. Jackson recently stepped down as Chairman but is still an active member of the Board. The Committee requested the Board adopt a Resolution of Appreciation for Mr. Jackson, for the Committee to present along with a plaque for his dedication to the Cemetery Advisory Committee.

Vice-Chair McCall read the Resolution aloud and then presented Mr. Jay Jackson with the plaque and resolution.

***RESOLUTION OF APPRECIATION
MR. JAMES CLYDE JACKSON***

WHEREAS, the Henderson County Cemetery Advisory Committee was chartered in January 25, 2005; and

WHEREAS, James Clyde Jackson has faithfully served the Henderson County Cemetery Advisory Committee as Chairman since December 15, 2004 for 10 Terms; and

WHEREAS, Mr. Jackson helped create the Adopt-A-Cemetery Program; and

WHEREAS, Mr. Jackson helped identify and inventory all Cemeteries in Henderson County; and

WHEREAS, Mr. Jackson helped educate others to properly clean and repair gravestones; and

WHEREAS, the members of the Cemetery Advisory Committee wish to show their appreciation for Jay Jackson's tireless leadership;

NOW, THEREFORE BE IT RESOLVED, that the Henderson County Board of Commissioners does hereby acknowledge their appreciation for Mr. James Clyde Jackson for his seventeen years of leadership as Chairman of the Henderson County Cemetery Advisory Committee from 2005 through 2022.

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

Adopted this, the 7th day of March, 2022.

Vice-Chair McCall made the motion to adopt the Proclamation as presented. All voted in favor and the motion carried 5-0.

Approved: March 16, 2022

INFORMAL PUBLIC COMMENTS

There were none.

PUBLIC INPUT – AMERICAN RESCUE PLAN

1. Lucy Rogers Clark Crawford spoke regarding use of American Rescue Funds.
2. Ashland McCoy, Executive Director for the Housing Assistance Corporation, spoke regarding the use of American Rescue 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:

Approval of Minutes

Draft minutes were presented for Board review and approval of the following meeting(s):
February 16, 2022 - Regularly Scheduled Meeting

Motion:

I move the Board approve the minutes of February 16, 2022.

Tax Collector’s Report

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

Please find outlined below collections information through February 27, 2022 for 2021 real and personal property bills mailed on August 27th. Vehicles taxes are billed monthly by NC DMV.

Henderson County Annual Bills (Real and Personal Property):

2021 Beginning Charge:	\$88,218,513.92
Discoveries & Imm. irreg.:	\$1,251,683.00
Releases & Refunds:	(\$224,492.97)
Net Charge:	\$89,245,703.95
Unpaid Taxes:	\$2,824,541.32
Amount Collected:	\$86,421,162.63



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

Net Charge:	\$5,104,712.47
Unpaid Taxes:	\$10,785.36
Amount Collected:	\$5,093,927.11

99.79%

Henderson County FY22 Budget Analysis:

<u>Budget Ordinance</u>		<u>Revenue Collected</u>	
Ad Valorem:	\$91,127,728.00	Ad Valorem:	\$91,515,089.74
Prior Years:	\$980,000.00	Prior Years:	\$660,209.42
Budget Total:	\$92,107,728.00	YTD Revenue:	\$92,175,299.16



2022.27 Pending Releases and Refunds

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

Type:

Amount:

Total Taxes Released from the Charge

\$ 3,165.27

Approved: March 16, 2022

Total Refunds as a Result of the Above Releases \$ 1,111.23

Motion:

I move the Board approve the combined release/refund report as presented.

County Financial Report/Cash Balance Report – January, 2022

The January 2022 County Financial and Cash Balance Reports were presented for the Board’s review.

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

- Administrative Services – timing of approved employee payroll
- Emergency Management – timing of Board approved purchases
- Wellness – timing of payment for Board approved contracted services and medical supplies and equipment
- Rescue Squad – payment of 3rd quarter Board approved appropriation
- Site Development – timing of Board approved purchases
- Heritage Museum – timing of Board approved appropriations
- Cooperative Extension – timing of payment of Board approved contracted services
- Agri-business – excess operating expenditures to be covered by membership fees
- Mental Health – payment of 3rd quarter Board approved appropriation
- Juvenile Justice – timing of provider appropriations
- Public Education – payment of 7th of 10 annual appropriations made to the public school system
- Non-Departmental – Occupancy tax transmittal trending above budgeted amounts

Year to Date Net Revenues under Expenditures for the Justice Academy Sewer Fund was due to the timing of budgeted minor equipment for the sewer fund.

Motion:

I move that the Board of Commissioners approve the January 2022 County Financial Report and Cash Balance Report as presented.

Henderson County Public Schools Financial Reports – January, 2022

The Henderson County Public Schools January 2022 Local Current Expense Fund / Other Restricted Funds Report was provided for the Board’s information.

Motion:

I move that the Board of Commissioners approve the Henderson County Public Schools January 2022 Financial Reports as presented.

Notification of Vacancies

The Notification of Vacancies was provided for the Board’s information. They will appear on the next agenda under “Nominations.”

1. **Animal Services Advisory Committee – 1 vac.**
Position #5 (At Large)
2. **Child Protection and Fatality Prevention Team – 1 vac.**
Position #4 (DSS Appointment)
3. **Henderson County Tourism Development Authority – 1 vac.**
Position #8 (Registered Henderson County Voter)

Civil Unrest Block Grant Award – NC Governor’s Crime Commission

Approved: March 16, 2022

The Sheriff's Office requested the Board approve the North Carolina Crime Commission's Civil Unrest Block Award Grant awarded to the department in the amount of \$22,950.00. This grant will provide the department with 30 Riot Control Suits, 30 Riot Duty Helmets with Gas Mask Shields and 30 36x20 Riot Shields necessary to protect the employees and public during civil unrest.

Motion:

I move the Board of Commissioners approve the attached Budget Amendment to receive the grant funds for the needed equipment.

Revaluation Reserve Position

The Board was requested to approve the addition of one (1) new permanent full-time position in the Revaluation Reserve Department, effective March 14, 2022. The position to be added will be a Property Appraiser 1 who will also assist with technology aspects of the 2023 Reappraisal. No additional funds are requested within the fiscal year, as the budgetary impact will be minimal due to the timing within the fiscal year.

Motion:

I move the Board approve one (1) new permanent full-time position within the Revaluation Reserve Department, effective March 14, 2022.

Building Services Position

The Board was requested to approve the addition of one (1) new permanent full-time position in the Building Services Department, effective March 14, 2022. The position to be added will be a Building Code Inspector. No additional funds are requested within the fiscal year, as the minimal budgetary impact will be offset with revenues received during the fiscal year.

Motion:

I move the Board approve one (1) new permanent full-time position within the Building Services Department, effective March 14, 2022.

State Capital Investment Fund (SCIF)

Staff requested the Board to approve an application for a State Budget SCIF Grant in the amount of \$500,000. This amount was included in the State budget - Session Law 2021-180 (House Bill-105) for capital expenses with Henderson County. Staff requested the Board approve application for those funds to be used to partially fund playground equipment at Jackson Park (\$200,000) and soccer fields (\$300,000).

Motion:

I move the Board approve the application for the use of SCIF Grant funding to partially fund playground equipment at Jackson Park (\$200,000) and soccer fields (\$300,000).

2022.28 NC Department of Public Safety – Henderson County Sheriff's Office State Budget Allocation

Staff requested the Board approve the State Budget allocation for the Henderson County Sheriff's Office in the amount of \$84,269.66. This allocation has been made as directed by the NC General Assembly pursuant to Session Law 2021-180 (House Bill-105) for expenses incurred in enforcing the law. Staff requested the Board provide authorization to Sheriff Griffin to execute the agreement on behalf of the County. The agreement, attached to these minutes, will be executed, and funds will be budgeted for in accordance with the agreement.

Motion:

I move the Board approve the agreement and related budget amendment for the NC Department of Public Safety State Budget Allocation to the Henderson County Sheriff's Office and provide authorization for Sheriff Griffin to execute.

Public Records Disposal Request – Animal Services Center

Staff requested approval from the Board to destroy all records listed on the Public Records Disposal Request and Destruction Log in accordance with the County's Records Retention Policy and the provisions of the N.C. Department of Cultural Resources Retention and Disposition Schedule as the period for retention of these records has expired. The Public Records Disposal Request is attached to these minutes.

Motion:

I move the Board of Commissioners approve the Public Records Disposal Request and Destruction Log Submitted by the Animal Services Center.

Use of Courtroom – NC State Bar

The Board was requested to allow the North Carolina State Bar to use the Courtroom and the Community Room on Friday, September 9, 2022. The rooms will be utilized for the Bar's Fall Meeting.

Motion:

I move the Board approve the use of the Courtroom and the Community Room by the NC State Bar on Friday, September 9, 2022.

2022.29 Agreement with Vaughn & Melton Consulting Engineers, Inc. – Henderson County Rail Trail Project

With the selection of Vaughn & Melton Consulting Engineers, Inc. (V&M) as the most qualified responding Engineering firm for the subject project during the Board's December 6, 2021 meeting, staff has negotiated a proposed agreement with V&M for \$447,651.09. (Agreement is attached to these minutes) The scope of the agreement is to perform the engineering services for the subject project through 30% design. The engineering services from 30% design through bidding will fall under a separate agreement to be negotiated when the scope of work needed to improve or replace the bridge structures is known. The bridges will be evaluated during first phase. The second phase is estimated to be \$460,000 which includes design of full bridge replacement.

The greenway project scope is from Kanuga Road to US 64 in Horseshoe and fully funded by a federal grant administered through NC Department of Transportation. The total grant is for \$6,344,023 with the 20% local match (\$1,268,804) coming from private donations.

Motion:

I move that the Board authorize the County Engineer to execute the proposed agreement with Vaughn & Melton, Inc. for \$447,651.09.

ABC Permit Comment Request

John Turchin seeks non-negative County comment on his request to the State Alcoholic Beverage Control Board for a permit for a private club at his property, The Horse Shoe Farm, located on South Rugby Road.

Motion:

I move that the Board give notice of non-objection to this permit request.

Jackson Park Playground Consultant Selection

At the December 6, 2021, Board of Commissioners meeting, Tommy Laughter presented a plan to fund-raise for an All-Inclusive Playground to be located in Jackson Park. The Board voted to support this project and allocated up to \$50,000 for consultant fees to lay the cornerstone of the Jackson Park All-Inclusive Playground Project.

An RFQ for architectural/engineering services was developed and closed on Friday, January 21, 2022. The selection committee reviewed the proposals, and the outcome of this review was shared with the Recreation Advisory Board at the February 8, 2022, meeting. After careful review and reference checks, Progressive, AE was identified as the recommended firm. The Recreation Advisory Board made a motion recommending that the County Commissioners select the top-rated firm from the selection committee, Progressive, AE.

Board approval was needed to authorize staff to proceed with this selection and negotiation of a contract. This contract will be brought back before the board at a future meeting.

Motion:

I move that the Henderson County Board of Commissioners select Progressive, AE as the consulting firm for the All-Inclusive Playground at Jackson Park and authorize staff to proceed with all required documents and contracts.

Petition for Addition to State Road System

Staff received a petition to add Bellariva Drive and Blue Moon Lane to the state road system. It has been the practice of this Board to accept road petitions and forward them to NC Department of Transportation for their review. It has also been the practice of the Board not to ask NCDOT to change the priority for roads on the paving priority list. The petition is attached to these minutes.

Staff has reviewed attached petition and it appears that all affected property owners or developers have signed the required petition.

Motion:

I move that the Board approve the petition and direct staff to forward it to NCDOT.

2022.30 Grant of Easement to Duke Energy

Duke Energy requires an easement to provide service to the under-construction surgical center for Margaret R. Pardee Memorial Hospital in Mills River. Easement is attached to these minutes.

Motion:

I move that the Board grant the proposed easement to Duke Energy Carolinas LLC for the Pardee Surgical Center in Mills River.

Architectural Design Services Selection – Henderson County Courthouse and Detention Facility

The Board was requested to approve Fentress Architects for the potential 95 Court House and Detention Facility Capital Project. An RFQ was prepared, advertised, and reviewed by a selected panel. Three architectural firms submitted responses to the RFQ, of which Fentress Architects was scored the highest by the panel.

The Board was requested to approve the Henderson County Staff recommended architect, Fentress Architects. The Board was further requested to direct staff to request from Fentress Architects a proposal to provide the architectural services for the design of the 95 Courthouse and Detention Center based upon design recommendations previously presented and approved by the Henderson County Board of Commissioners. The final cost will be brought back to the Board of Commissioners for approval.

Approved: March 16, 2022

Motion:

I move the Board accept Fentress Architects as the potential architect for the Henderson County 95 Courthouse and Detention Facility project and authorize Staff to begin work on the cost for services.

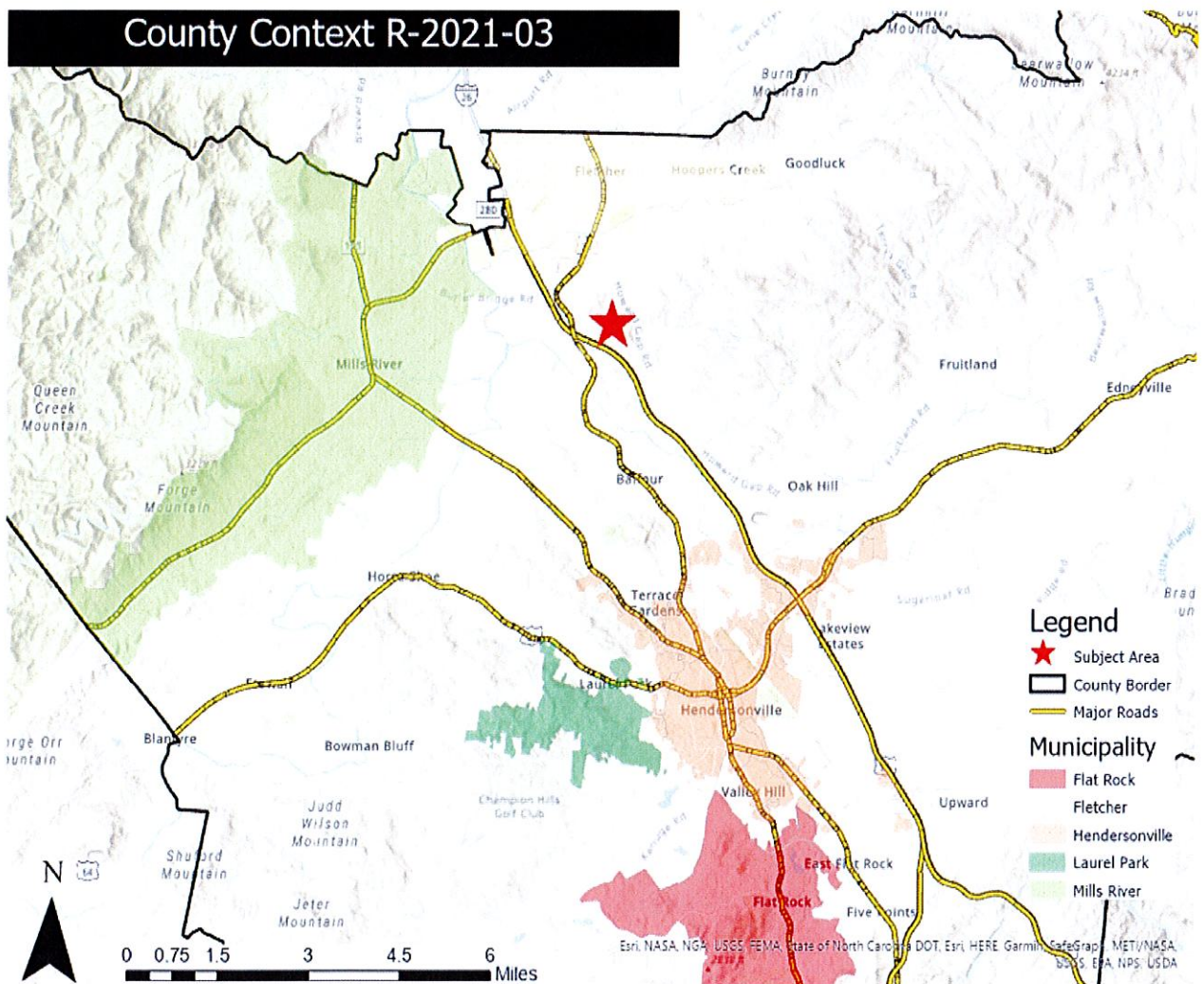
Chairman Lapsley made the motion to adopt the consent agenda as presented. All voted in favor and the motion carried 5-0.

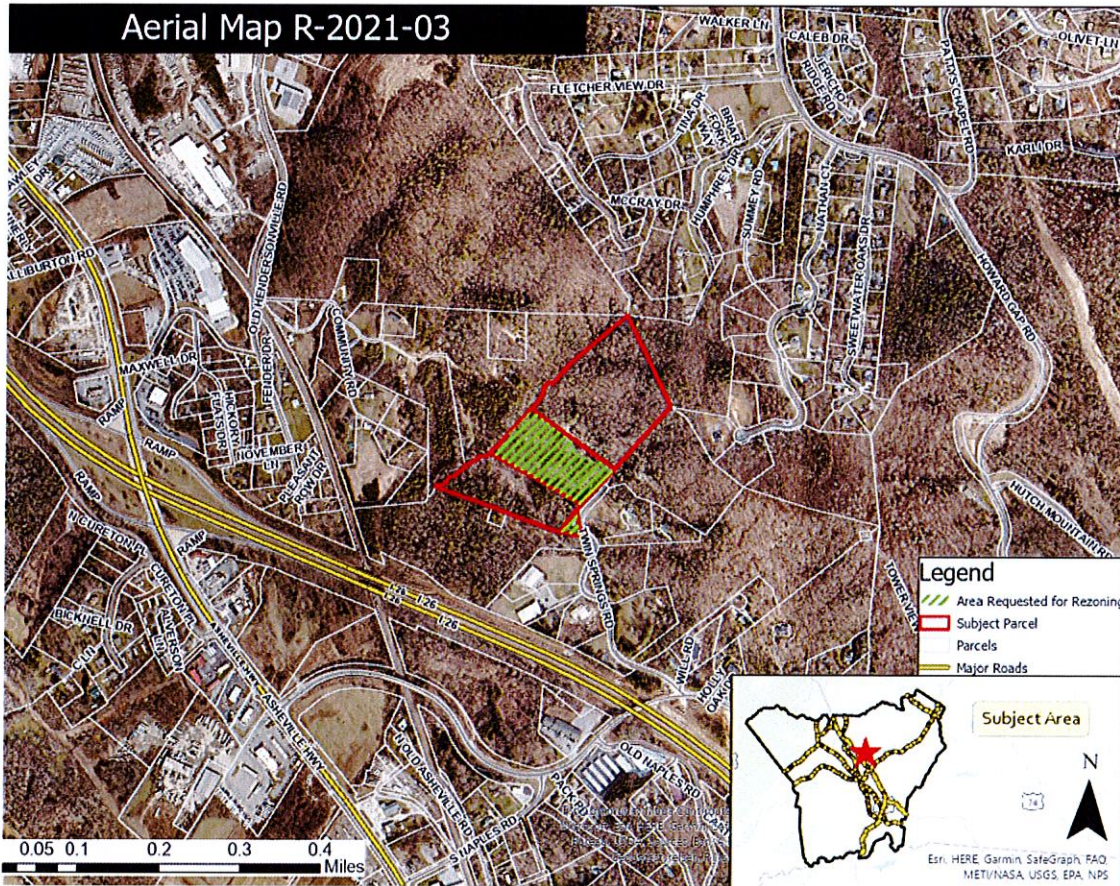
PUBLIC HEARINGS

2022.31 Rezoning Application #R-2021-03 Laughter, Industrial (I) to Residential District One (R1)

Chairman Lapsley made the motion to go into Public Hearing. All voted in favor and the motion carried 5-0.

Grayson Taylor, Planner III, stated that rezoning Application #R-2021-03, initiated on December 6, 2021, requests that the County rezone approximately 5.21 acres of a 22.03-acre parcel from Industrial (I) to Residential One (R1) zoning district. The acreage consists of 1 parcel (PIN: 9651-79-4087) located adjacent and west of Twin Springs Road (SR 1353), specifically 161 Twin Springs Road.





The Technical Review Committee reviewed the application at its January 4, 2022, meeting, and saw no administrative issues with the request and voted unanimously to forward the application to the Planning Board.

Additional Studies and Plans

- Oklawaha Greenway Extension Plan identifies subject area within 100-500 number of jobs within a square mile.
- Subject area is not within a township with a Community Plan.
- Site is currently served by individual well and septic.
- Twin Springs Road (SR 1353) is contiguous to the subject area.

District Comparison

RESIDENTIAL DISTRICT ONE (R1)

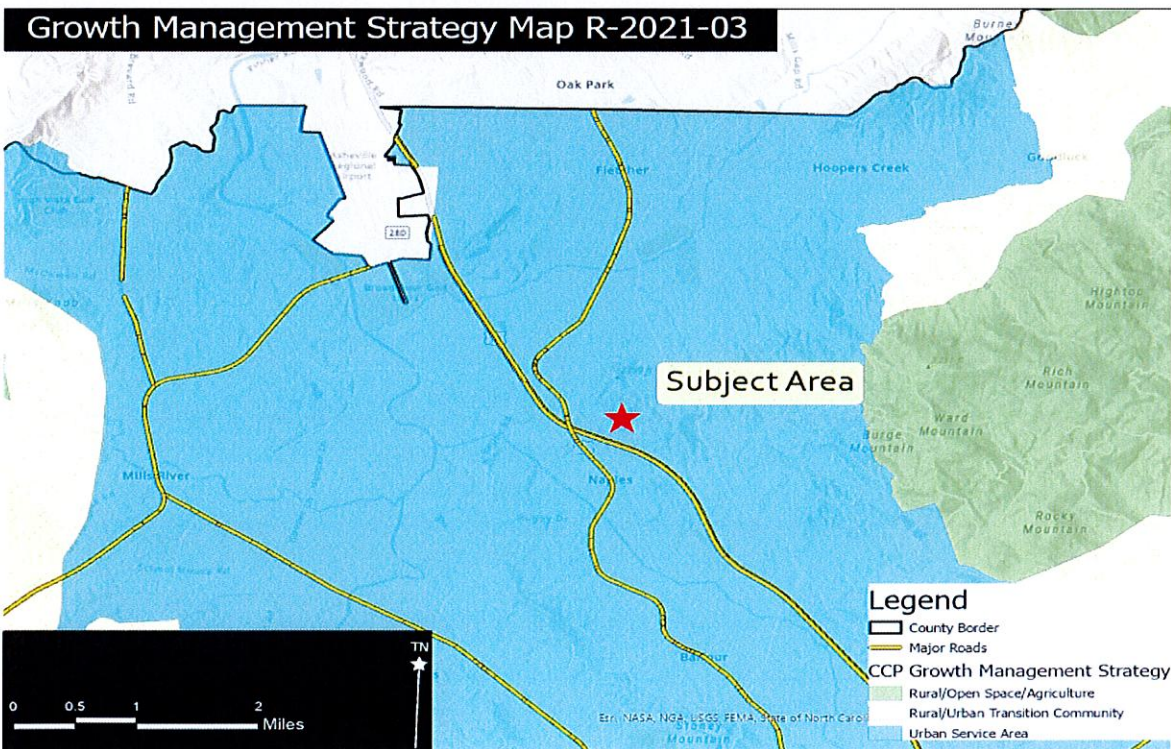
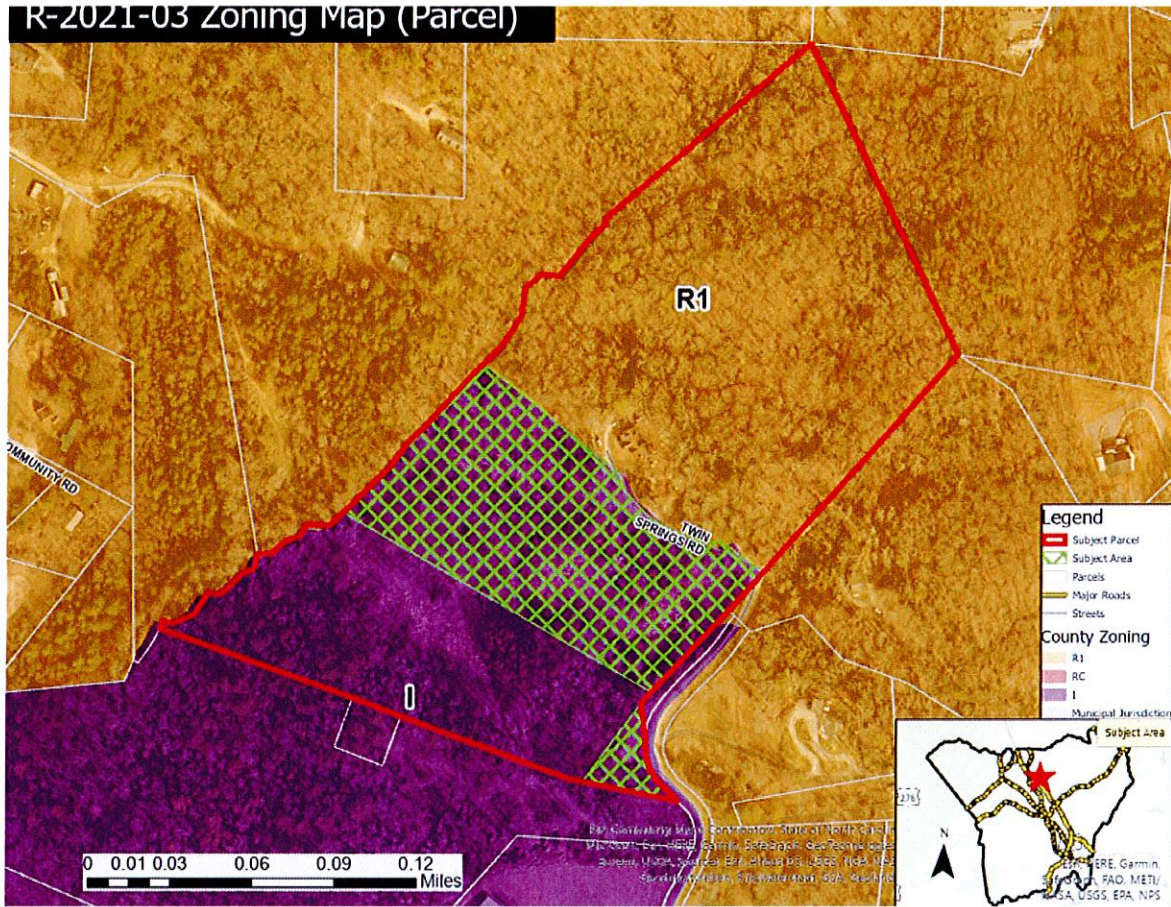
Principal use of land is residential.

Manufacturing and processing facilities are not permitted in Residential District One (R1).

INDUSTRIAL (I)

Principal use of land is a mixture of industrial and heavy commercial.

Residential uses are not permitted in Industrial (I).



The Planning Board reviewed this request at its January 20th meeting and voted 6-2 to send forth a favorable recommendation for approval.

Public Input

1. Forrest Tate spoke in favor of the rezoning request.
2. Sam Massa spoke regarding the rezoning request.

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

Commissioner Hill made the motion the Board approve rezoning application #R-2021-03 to rezone the subject area from an Industrial (I) zoning district to Residential One (R1) zoning district based on the recommendations of the Henderson County Comprehensive Plan and further move that the Board approve the Resolution of Consistency with the CPP. All voted in favor and the motion carried 5-0.

DISCUSSION

Nantahala/Pisgah Forest Plan Update

The US Forest Service recently released their new forest plan. Dave Casey, District Ranger with the Forest Service, was in attendance and provided an update for the Board.

PEG Channel – Bruce McDonald

Bruce McDonald presented information to the Board

Selection of Annual Audit Firm

On February 1, 2022, Staff released a Request for Proposal for Auditing Services (RFP) to invite qualified CPA Accounting Firms, to conduct the FY2022 annual audit as required by NCGS §159-34(a) and in compliance with Uniform Guidance. Staff subsequently developed and released a Request for Proposals, which was posted on February 1, 2022. Proposals were due on February 18, 2022.

Four proposals were submitted for consideration. Those proposals were reviewed by the Chairman and Staff on Thursday, February 24, 2022. Following that review, Cherry Bekaert LLP, was selected as the most qualified firm to conduct the FY22 Audit.

(Score from 1 to 5 with 5 the best)

CRITERIA	%	Cherry Bekaert LLP		Gould Killian CPA Group, PA		Martin Starnes & Associates, CPAs, PA		Thompson, Price, Scott, Adams & Co.	
		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
1 North Carolina Office location(s) that will handle the audit.	5%	4	4.00	5	5.00	4	4.00	3	3.00
2 Number of people (by level) located within the local office that will handle the audit.	5%	5	5.00	4	4.00	4	4.00	3	3.00
3 Local office's current and prior government audit clients, the type(s) of services performed and the number of years for each.	18%	4	14.40	5	18.00	0	-	4	14.40
4 Experience of the local office in providing additional services to government clients.	5%	3	3.00	3	3.00	3	3.00	2	2.00
5 Audit organization's participation in AICPA-sponsored or comparable quality control programs (peer review).	5%	5	5.00	5	5.00	5	5.00	5	5.00
6 Professional experience in governmental audits of each senior and higher level person assigned to the audit.	15%	5	15.00	5	15.00	5	15.00	5	15.00
7 Relevant experience and education with the new GASB reporting requirements.	5%	5	5.00	4	4.00	4	4.00	3	3.00
8 Professional experience of assigned individuals in auditing relevant government organizations, programs, activities, or functions (e.g., utilities, solid waste, etc.)	10%	5	10.00	3	6.00	5	10.00	3	6.00
9 Specialized skills, training, or background in public finance of assigned individuals.	5%	5	5.00	4	4.00	4	4.00	2	2.00
10 Quality of references	10%	4	8.00	4	8.00	4	8.00	3	6.00
11 Firm's Statement of Policy and Procedures regarding Independence under Government Accounting Standards.	5%	5	5.00	4	4.00	4	4.00	4	4.00
12 Adequate liability insurance coverage	3%	5	3.00	5	3.00	5	3.00	5	3.00
13 Regulatory action taken by any oversight body against the proposing audit organization?	7%	5	7.00	5	7.00	5	7.00	5	7.00
14 Knowledge of and relationship with the NC Local Government Commission and the UNCSOG.	7%	5	7.00	5	7.00	5	7.00	4	5.60
TOTAL	100%		92.40		88.00		74.00		76.00

Motion:

Vice-Chair McCall made the motion the Board select Cherry Bekaert to conduct the FY22 Audit and authorize Staff to execute a contract subject to review by the County Attorney for purposes of conformity with North Carolina Law 5-0.

Foster Care Update

Alex Williams, President of Fostering Hopes, and Adam Ponder with H3 Collective provided information on a proposal for additional foster care homes in Henderson County.

DSS Director Jerrie McFalls and Lori Horne provided the Board with information regarding Foster Children in Henderson County and the need for additional local foster care.

ARP – Priority Discussion

As the Board has heard input from the public, requests from Staff, and other potential uses identified by the Board of Commissioners, the Board was requested to discuss prioritizing requests for American Rescue Plan (ARP) expenditures. Any ARP expenditures must be authorized by the ARP Final Rule and must also have state authorization through enabling legislation.

Citizen Virginia Tagel asked the Board questions.

Approved: March 16, 2022

The Board discussed their funding priorities and directed Staff accordingly on development of a funding priority plan.

NOMINATIONS AND APPOINTMENTS

1. EMS Peer Review Committee – 2 vac.
There were no nominations and this item was rolled to the next meeting.
2. Henderson County Board of Equalization and Review – 2 vac.
Chairman Lapsley nominated Alicia Wallace for appointment to position #4, All voted in favor and the motion carried.
3. Hendersonville Planning Board – 1 vac.
There were no nominations, and this item was rolled to the next meeting.
4. Hendersonville City Zoning Board of Adjustment – 1 vac.
There were no nominations, and this item was rolled to the next meeting.
5. Home and Community care Block Grant Committee – 2 vac.
There were no nominations, and this item was rolled to the next meeting.
6. Industrial Facilities and Pollution Control Financing Authority – 1 vac.
Chairman Lapsley nominated Kelly Leonard for reappointment to position # 5. All voted in favor and the motion carried.
7. Juvenile Crime Prevention Council – 3 vac.
Commissioner Edney nominated Judi Hafner for appointment to position #13, All voted in favor and the motion carried.
8. Laurel Park Planning Board – 1 vac.
Chairman Lapsley nominated Clint Dewitt for re appointment to position #1, All voted in favor and the motion carried.
9. Nursing/Adult Care Home Community Advisory Committee – 10 vac.
There were no nominations, and this item was rolled to the next meeting.

COMMISSIONER UPDATES

Commissioner Hill stated the Broadband Task Force recently held it's first meeting. There were approximately 50 people present including citizens and providers. He was pleased with the success of the meeting and thanked those who participated. The next meeting for the Broadband Task Force is scheduled for April 12 at 6:00 p.m. in the Community Room in the Historic Courthouse.

Vice-Chair McCall informed the audience that there will be banners hanging from the Historic Courthouse balcony the last two weeks in April promoting Henderson County's Litter Sweep. She encouraged everyone to "Save the Date" for the upcoming litter pickup day scheduled for Saturday, April 23, 2022.

Commissioner Edney noted the passing of longtime volunteer fireman Bill Hill. Bill Hill was the Fire Chief at the Valley Hill Fire Department for many years. Mr. Hill will be deeply missed.

Chairman Lapsley shared the date of the upcoming meeting for the Substance Abuse Task Force. The meeting will take place Thursday, March 17, 2022, in the Community room located in the Historic Courthouse. Chairman Lapsley continues to serve on the NC Leadership Forum and stated the forum will be discussing Affordable Housing at their next meeting. In closing, Chairman Lapsley shared some statistics regarding Vaya Health. Vaya currently serves thirty-one NC counties and has an amassed budget

Approved: March 16, 2022

of six hundred and forty million dollars.

COUNTY MANAGER'S REPORT

County Manager John Mitchell acknowledged Carleen Dixon, Bruce Gilliam, and the Recreation Department's initiative to bring girls' softball back to Henderson County.

Mr. Mitchell informed the Board that there are a lot of projects moving in the county. The 95 Courthouse Project will be back on the agenda for the mid-month meeting. Staff is currently negotiating a fee with Fentress, the architect that was chosen for this project. Same is true for the VFW Project and architects McMillan, Pazden, Smith. He continued that the Board's motion tonight approving the agreement with Vaughn and Melton Consulting Engineers for the engineering portion of phase one will keep that project moving forward. An update is expected later this month or early April with the timeline to inform the public of where we are on this project.

In closing, Mr. Mitchell shared that the General Assembly will be back in session in Raleigh next week to take up technical corrections. He will be watching the Technical Corrections Bill with great interest as the County is participating in a number of the projects included in that Bill. Staff is also keeping an eye on global issues that are related to the County. One of which is the impact on the County Budget and likely all household budgets in the County due to the ongoing war in Ukraine.

IMPORTANT DATES

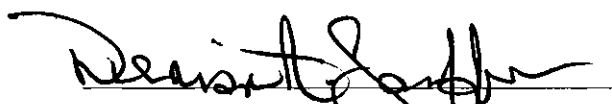
Chairman Lapsley noted that the Board needed to schedule a Joint Schools Facilities meeting and tasked commissioner representatives Edney and Hill with the scheduling of that meeting.

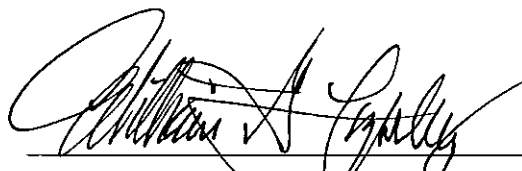
Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3)(4).

1. Pursuant to N.C. Gen. Stat. § 143-318.11(a)(3) to consult with attorney employed or retained by the Board in order to preserve the attorney-client privilege between the attorney and the Board.
2. Pursuant to N.C. Gen. Stat. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.

Commissioner Edney made to motion to go out of closed session and adjourn at 9:15 p.m. All voted in favor and the motion carried 5-0.

ADJOURN


Denisa A. Lauffer, Clerk to the Board


William Lapsley, Chairman

Approved: March 16, 2022

During the March 7, 2022, regular meeting, the Board enacted the following:

- 2022.25 Proclamation – National Athletic Training Month**
- 2022.26 Resolution – Resolution of Appreciation – Jay Jackson**
- 2022.27 Pending Releases and Refunds**
- 2022.28 Henderson County Sheriff’s Office State Budget Allocation**
- 2022.29 Agreement with Vaughn & Melton Consulting Engineers, Inc. – Henderson County Rail Trail**
- 2022.30 Grant of Easement to Duke Energy**
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- 2022.29 Agreement with Vaughn & Melton Consulting Engineers, Inc. – Henderson County Rail Trail**
- 2022.30 Grant of Easement to Duke Energy**
- 2022.31 Rezoning Application #R-2021-03 Laughter, Industrial (I) to Residential District One (R1)**

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

PROCLAMATION - PROCLAIMING MARCH AS NATIONAL ATHLETIC TRAINING MONTH IN HENDERSON COUNTY

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and

WHEREAS, athletic trainers provide prevention of injuries, recognition, evaluation and aggressive treatment, rehabilitation, health care administration, education and guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports 43,000 members of the athletic training profession employed in the following settings: professional sports, colleges and universities, high schools, clinics and hospitals, corporate and industrial settings and military branches; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals;

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners do hereby proclaim the month of March as National Athletic Training Month in Henderson County and urge the citizens of the County to learn more about the importance of athletic training.

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

Adopted this the 7th day of March, 2022.

ATTEST:


DENISA A. LAUFFER, CLERK OF THE BOARD


WILLIAM G. LAPSLEY, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

Henderson County
Board of Commissioners

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



J. Michael Edney
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David H. Hill

RESOLUTION OF APPRECIATION
MR. JAMES CLYDE JACKSON

WHEREAS, the Henderson County Cemetery Advisory Committee was chartered in January 25, 2005; and

WHEREAS, James Clyde Jackson has faithfully served the Henderson County Cemetery Advisory Committee as Chairman since December 15, 2004 for 10 Terms; and

WHEREAS, Mr. Jackson helped create the Adopt-A-Cemetery Program; and

WHEREAS, Mr. Jackson helped identify and inventory all Cemeteries in Henderson County; and

WHEREAS, Mr. Jackson helped educate others to properly clean and repair gravestones; and

WHEREAS, the members of the Cemetery Advisory Committee wish to show their appreciation for Jay Jackson's tireless leadership;

NOW, THEREFORE BE IT RESOLVED, that the Henderson County Board of Commissioners does hereby acknowledge their appreciation for Mr. James Clyde Jackson for his seventeen years of leadership as Chairman of the Henderson County Cemetery Advisory Committee from 2005 through 2022.

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

Adopted this, the 7th day of March, 2022.


WILLIAM G. LAPSLEY, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST: 
DENISA A. LAUFFER, CLERK TO THE BOARD

Henderson County Board of Commissioners

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Daniel J. Andreotta
David H. Hill

March 7, 2022

Darlene Burgess, Assessor
Henderson County Assessor's Office
200 N. Grove Street, Suite 102
Hendersonville, NC 28792

Dear Mrs. Burgess:

Attached please find tax release requests in the amount of \$3,165.27 and tax refund requests in the amount of \$1,111.23, reviewed at the Henderson County Board of Commissioners' Meeting on Monday, March 7, 2022. All Releases and refunds were approved.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Lapsley', is written over a faint, larger version of the signature.

William Lapsley, Chairman
Henderson County Board of Commissioners

WGL/dal

enclosures

NCPTS Pending Release/Refund Report. Monday, February 21, 2022*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
B THREE CONSTRUCTION SERVICES, LLC	0003104173-2021-2016-0000	VOID ABSTRACT DUE TO TAXPAYER PROVIDING DOCUMENTATION THAT THE BUSINESS WAS LOCATED IN BUNCOMBE CO. IN 2016 AND 2017; TAXPAYER SUBMITTED REQUEST FOR RELEASE/REFUND	(\$12,440)	8117	SMORROW	415 OVERHILL DR HENDERSONVILLE NC 28792	COUNTY	TAX	\$70.29	\$0.00	\$70.29	\$0.00
							COUNTY	LATE LIST FEE	\$42.17	\$0.00	\$42.17	\$0.00
							FLETCHER FIRE	TOTAL:	\$112.46	\$0.00	\$112.46	\$0.00
							FLETCHER FIRE	TAX	\$14.31	\$0.00	\$14.31	\$0.00
								LATE LIST FEE	\$8.58	\$0.00	\$8.58	\$0.00
								TOTAL:	\$22.89	\$135.35	\$0.00	\$0.00
								ABSTRACT TOTAL:			\$135.35	\$0.00
								TAX	\$70.29	\$0.00	\$70.29	\$0.00
								LATE LIST FEE	\$35.14	\$0.00	\$35.14	\$0.00
								TOTAL:	\$105.43	\$0.00	\$105.43	\$0.00
								TAX	\$14.31	\$0.00	\$14.31	\$0.00
								LATE LIST FEE	\$7.15	\$0.00	\$7.15	\$0.00
								TOTAL:	\$21.46	\$126.89	\$0.00	\$0.00
								ABSTRACT TOTAL:			\$126.89	\$0.00
BOWLES, DIANA GAY	0003100984-2021-2021-0000	VOID ABSTRACT DUE TO TAXPAYER PROVIDING DOCUMENTATION THAT THE BUSINESS WAS LOCATED IN BUNCOMBE CO. IN 2016 AND 2017; TAXPAYER SUBMITTED REQUEST FOR RELEASE/REFUND	(\$24,880)	8113	SMORROW	306 W BLUE RIDGE RD EAST FLAT ROCK NC 28726	COUNTY	TAX	\$39.32	\$0.00	\$39.32	\$0.00
							COUNTY	LATE LIST FEE	\$3.93	\$0.00	\$3.93	\$0.00
							BLUE RIDGE FIRE	TOTAL:	\$43.25	\$0.00	\$43.25	\$0.00
							BLUE RIDGE FIRE	TAX	\$9.11	\$0.00	\$9.11	\$0.00
								LATE LIST FEE	\$0.91	\$0.00	\$0.91	\$0.00
								TOTAL:	\$10.02	\$53.27	\$0.00	\$0.00
								ABSTRACT TOTAL:			\$53.27	\$0.00
								TAX	\$48.77	\$48.77	\$48.77	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$48.77	\$48.77	\$48.77	\$0.00
								TAX	\$10.00	\$10.00	\$10.00	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$10.00	\$10.00	\$10.00	\$0.00
								ABSTRACT TOTAL:			\$10.00	\$0.00
BRICKTON TRUCK & TRAILER REPAIRS INC	0003081312-2020-2020-0000	PER DOCUMENTATION PROVIDED, 2003 FRHT TRUCK TOTALED FEBRUARY 2019. DOCUMENTATION ON FILE	(\$8,694)	8116	HSALTER	322 BUTLER BRIDGE RD FLETCHER NC 28732	COUNTY	TAX	\$48.77	\$48.77	\$48.77	\$48.77
							COUNTY	LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
							FLETCHER FIRE	TOTAL:	\$48.77	\$10.00	\$58.77	\$10.00
							FLETCHER FIRE	TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$10.00	\$58.77	\$10.00	\$0.00
								ABSTRACT TOTAL:			\$58.77	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00
								TAX	\$46.21	\$46.21	\$46.21	\$46.21
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$46.21	\$46.21	\$46.21	\$46.21
								TAX	\$9.47	\$9.47	\$9.47	\$9.47
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$9.47	\$9.47	\$9.47	\$9.47
								ABSTRACT TOTAL:			\$9.47	\$0.00

NCPTS Pending Release/Refund Report. Monday, February 21, 2022*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
HUERTAS, CAROLYN ELISIUS	0003097407-2021-2021-0000	VOIDED 2021 ABSTRACT PER BILL OF SALE AND STARS.	(\$8,696)	8108	SCURTIS	3 E BOXWOOD LOOP FLAT ROCK NC 28731	COUNTY	TAX LATE LIST FEE TOTAL:	\$48.78 \$4.88 \$53.66	\$0.00 \$0.00 \$53.66	\$48.78 \$4.88 \$53.66	\$0.00 \$0.00 \$0.00
OWNER TOTAL:												
JONES, AUSTIN BLAKE	0003100241-2021-2021-0000	PER BILL OF SALE PROVIDED, 2016 BENNINGTON WAS SOLD JULY 1 2020. DOCUMENTATION ON FILE	(\$8,696)	8106	HSALTER	529 HYDER ALLEN LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$111.38 \$11.14 \$105.48	\$2.41 \$11.14 \$0.60	\$95.89 \$9.59 \$23.93	\$0.00 \$0.00 \$0.00
OWNER TOTAL:												
JUDY JONES TRUCKING, INC	0003081270-2021-2021-0000	2012 FRHT CASCADIA WAS OWNED BY KENNETH PAYNE DURING 2021 TAX YEAR, NOT JUDY NONES TRUCKING. REQUEST FOR RELEASE AND LEASING AGREEMENT ON FILE, ALSO VERIFIED IN STARS. VOIDED LISTING.	(\$17,092)	8109	SCURTIS	322 BUTLER BRIDGE RD FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL:	\$2,758.47 \$0.00 \$565.46	\$2,758.47 \$0.00 \$565.46	\$417.38 \$0.00 \$85.56	\$11.98 \$417.38 \$0.00
OWNER TOTAL:												
KING, DONALD F	0000186392-2021-2021-0000	PER DENALI, MH WAS MADE REAL PROPERTY 11/2020. THIS MOBILE HOME IS BEING TAXED AS REI PROPERTY WITH ACREAGE ON ABSTRACT #2871742	(\$74,400)	8071	HSALTER	195 WINDY GAP LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$41.86 \$4.19 \$8.58	\$41.86 \$4.19 \$8.58	\$41.86 \$4.19 \$8.58	\$502.94 \$41.86 \$41.86
OWNER TOTAL:												
	0002446202-2017-2017-0000	ABSTRACT VOIDED. PROPERTY LISTED ON ABSTRACT #2428537	(\$2,900)	8075	HSALTER	239 WINDY GAP LN NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$16.39 \$0.00 \$3.05	\$16.39 \$0.00 \$3.05	\$16.39 \$0.00 \$3.05	\$16.39 \$0.00 \$3.05
OWNER TOTAL:												

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Monday, February 21, 2022*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
KING, LUCY M	0002446202-2018-2018-0000	ABSTRACT VOIDED. PROPERTY LISTED ON ABSTRACT #24285327	(\$2,900)	8074	HSALTER	195 WINDY GAP LN HENDERSONVILLE NC 28792	COUNTY	TAX	\$16.39	\$16.39	\$16.39	\$16.39
								LATE LIST FEE	\$1.64	\$1.64	\$1.64	\$1.64
								TOTAL:	\$3.05	\$3.05	\$3.05	\$3.05
								TAX	\$0.30	\$0.30	\$0.30	\$0.30
								LATE LIST FEE	\$3.35	\$3.35	\$3.35	\$3.35
								TOTAL:	\$21.38	\$21.38	\$21.38	\$21.38
								ABSTRACT TOTAL:	\$96.31	\$96.31	\$96.31	\$96.31
								TAX	\$25.74	\$25.74	\$25.74	\$25.74
								LATE LIST FEE	\$2.57	\$2.57	\$2.57	\$2.57
								TOTAL:	\$28.31	\$28.31	\$28.31	\$28.31
MARSHALL, MARK	0000187022-2021-2021-0000	MOBILE HOME IS NOT A DWELLING; MOBILE HOME USED FOR STORAGE PURPOSES ONLY	(\$4,589)	8110	SMORROW	7 LEAFY GLEN DR FLAT ROCK NC 28731	COUNTY	TAX	\$15.58	\$15.58	\$15.58	\$15.58
								LATE LIST FEE	\$2.57	\$2.57	\$2.57	\$2.57
								TOTAL:	\$5.97	\$5.97	\$5.97	\$5.97
								TAX	\$0.60	\$0.60	\$0.60	\$0.60
								LATE LIST FEE	\$6.57	\$6.57	\$6.57	\$6.57
								TOTAL:	\$34.88	\$34.88	\$34.88	\$34.88
								ABSTRACT TOTAL:	\$17.14	\$17.14	\$17.14	\$17.14
								TAX	\$15.58	\$15.58	\$15.58	\$15.58
								LATE LIST FEE	\$1.56	\$1.56	\$1.56	\$1.56
								TOTAL:	\$17.14	\$17.14	\$17.14	\$17.14
MOORE, ANTHONY B	0000135576-2021-2021-0000	VOID ABSTRACT DUE TO MR. MARSHALL SELLING THE 1974 PALM MH TO ROBERT CRAWFORD ON 12/11/2020; CREATED ABSTRACT 2022-2021 FOR ROBERT CRAWFORD	(\$4,589)	8119	SMORROW	79 MAPLE PATH LN HENDERSONVILLE NC 28739	COUNTY	TAX	\$184.51	\$184.51	\$184.51	\$184.51
								LATE LIST FEE	\$5.09	\$5.09	\$5.09	\$5.09
								TOTAL:	\$46.05	\$46.05	\$46.05	\$46.05
								TAX	\$4.60	\$4.60	\$4.60	\$4.60
								LATE LIST FEE	\$13.96	\$13.96	\$13.96	\$13.96
								TOTAL:	\$69.92	\$69.92	\$69.92	\$69.92
								ABSTRACT TOTAL:	\$17.14	\$17.14	\$17.14	\$17.14
								TAX	\$184.51	\$184.51	\$184.51	\$184.51
								LATE LIST FEE	\$5.09	\$5.09	\$5.09	\$5.09
								TOTAL:	\$55.96	\$55.96	\$55.96	\$55.96
NEWMAN, JASON MAXWELL	0003100157-2021-2021-0000	PER BILL OF SALE, WATER CRAFT SOLD JUNE 17 2020. DOCUMENTATION ON FILE	(\$2,777)	8121	HSALTER	730 OLETA RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$6.84	\$6.84	\$6.84	\$6.84
								LATE LIST FEE	\$0.99	\$0.99	\$0.99	\$0.99
								TOTAL:	\$1.71	\$1.71	\$1.71	\$1.71
								TAX	\$0.15	\$0.15	\$0.15	\$0.15
								LATE LIST FEE	\$0.25	\$0.25	\$0.25	\$0.25
								TOTAL:	\$0.25	\$0.25	\$0.25	\$0.25
								ABSTRACT TOTAL:	\$1.24	\$1.24	\$1.24	\$1.24
								TAX	\$176.00	\$176.00	\$176.00	\$176.00
								LATE LIST FEE	\$0.99	\$0.99	\$0.99	\$0.99
								TOTAL:	\$177.99	\$177.99	\$177.99	\$177.99

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Monday, February 21, 2022*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEWY TYPE	BILLED	PAID	RELEASE	REFUND
OPEN ARMS TABERNACLE CHURCH OF GOD	0000244776-2021-2021-0000	RELIGIOUS PROPERTY, EXEMPTION REMOVED IN ERROR BY SYSTEM, STILL USED FOR RELIGIOUS PURPOSES	(\$190,900)	8122	NBROWN	97 W SWEETBRIAR LN ETOWAH NC 28729	COUNTY	TAX LATE LIST FEE TOTAL:	\$1,070.95 \$0.00	\$0.00 \$0.00	\$1,070.95 \$0.00	\$0.00 \$0.00
OWNER TOTAL:			(\$190,900)								\$1,290.49	\$0.00
PLUMP BROTHERS LLC	0002431674-2021-2021-0000	PER 2020 LISTING FORM, BUSINESS CLOSED 12/31/2019. WE BILLED FOR 2020, 2021 & 2022 IN ERROR. ABSTRACT VOIDED	(\$45,817)	8107	HSALTER	624 7TH AVE E HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$257.03 \$25.70	\$257.03 \$25.70	\$257.03 \$25.70	\$257.03 \$25.70
OWNER TOTAL:			(\$45,817)								\$1,290.49	\$0.00
RUSSELL, LAWRENCE ROBERT JR	0003100984-2020-2020-0000	VOID ABSTRACT DUE TO MOBILE HOME BEING LISTED ON ABSTRACT 0000628454	(\$2,300)	8114	SMORROW	306 W BLUE RIDGE RD EAST FLAT ROCK NC 28726	COUNTY	TAX LATE LIST FEE TOTAL:	\$12.90 \$1.29	\$0.00 \$0.00	\$12.90 \$1.29	\$0.00 \$0.00
OWNER TOTAL:			(\$2,300)								\$17.48	\$0.00
SCHWARTZ, MICHELLE	0003097606-2021-2021-0000	VOIDED 2021 ABSTRACT PER STARS, TL TAGGED IN BUNCOMBE COUNTY ON 06/05/2020.	(\$1,391)	8111	SCURTIS	10 COZY CABIN TRL HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$7.80 \$0.78	\$0.00 \$0.00	\$7.80 \$0.78	\$0.00 \$0.00
OWNER TOTAL:			(\$1,391)								\$10.34	\$0.00
THOMPSON, JERRY	0000089730-2021-2021-0000	VOID ABSTRACT DUE TO JERRY THOMPSON PROVIDING COPY OF PURCHASE AGREEMENT DATED 08/24/2019 TO JENNIFER HARGETT; TAXPAYER WAS NOT THE OWNER OF THE MORRIS HOME 01/01/2021	(\$22,800)	8120	SMORROW	NEED SITUS DEFAULT SITUS USED	COUNTY	TAX LATE LIST FEE TOTAL:	\$127.91 \$12.79	\$0.00 \$0.00	\$127.91 \$12.79	\$0.00 \$0.00
OWNER TOTAL:			(\$22,800)								\$140.70	\$0.00
GRAND TOTALS:			(\$442,087)								\$3,165.27	\$1,111.23

*Adjustments submitted for approval on or before

HENDERSON COUNTY
FINANCIAL REPORT
JANUARY 2022

GENERAL FUND REVENUES

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
General Fund	173,903,626.00	18,293,627.44	124,016,406.95	71.3%	-	124,016,406.95

GENERAL FUND EXPENDITURES

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
Governing Body	706,021.00	111,982.21	392,597.76	55.6%	31,890.00	424,487.76
Dues/Non-Profit Contributions	466,765.00	112,658.00	345,116.50	73.9%	-	345,116.50
County Manager	494,048.00	18,442.55	233,172.32	47.2%	-	233,172.32
Administrative Services	632,372.00	40,672.73	390,564.91	61.8%	-	390,564.91
Human Resources	1,159,084.00	73,505.49	620,367.62	53.5%	3,145.00	623,512.62
Elections	1,038,319.00	63,433.06	436,691.59	42.1%	20,262.08	456,953.67
Finance	1,083,229.00	74,361.51	606,897.59	56.0%	-	606,897.59
County Assessor	1,961,785.00	114,206.41	904,525.18	46.1%	-	904,525.18
Tax Collector	534,375.00	39,074.63	274,910.31	51.4%	-	274,910.31
Legal	910,391.00	68,061.43	474,858.39	52.2%	-	474,858.39
Register of Deeds	783,211.00	33,962.78	354,397.02	45.2%	-	354,397.02
Facilities Services	5,170,409.00	355,723.80	2,226,846.93	43.1%	615,623.54	2,842,470.47
Garage	415,889.00	35,772.88	214,204.06	51.5%	21,673.50	235,877.56
Court Facilities	153,000.00	14,573.54	80,418.02	52.6%	-	80,418.02
Information Technology	4,170,693.00	365,236.40	2,379,980.13	57.1%	484,215.99	2,864,196.12
Sheriff	20,843,157.00	1,713,895.52	11,054,096.85	53.0%	1,221,906.41	12,276,003.26
Detention Center	5,890,924.00	451,574.55	3,119,321.61	53.0%	171,104.21	3,290,425.82
Emergency Management	764,793.00	64,721.72	537,374.47	70.3%	31,599.59	568,974.06
Fire Services	777,147.00	74,502.17	230,010.59	29.6%	56,910.00	286,920.59
Building Services	1,225,606.00	119,623.19	668,632.69	54.6%	-	668,632.69
Wellness Clinic	1,104,829.00	85,831.90	679,511.36	61.5%	52,345.36	731,856.72
Emergency Medical Services	7,568,687.00	588,653.66	4,015,586.47	53.1%	496,156.83	4,511,743.30
Animal Services	745,105.00	59,671.45	414,300.75	55.6%	3,413.68	417,714.43
Rescue Squad	381,360.00	91,837.68	282,649.64	74.1%	-	282,649.64
Forestry Services	61,251.00	5,821.27	22,519.03	36.8%	-	22,519.03
Soil & Water Conservation	467,983.00	27,409.68	231,824.46	49.5%	70,351.00	302,175.46
Planning	880,963.00	53,065.50	395,494.53	44.9%	71,270.51	466,765.04
Code Enforcement Services	307,380.00	46,310.38	176,830.62	57.5%	-	176,830.62
Site Development	257,459.00	20,239.95	159,399.13	61.9%	-	159,399.13
Heritage Museum	100,000.00	16,666.66	66,666.64	66.7%	-	66,666.64
Cooperative Extension	467,726.00	65,345.99	280,880.72	60.1%	-	280,880.72
Projects Management	263,376.00	19,523.37	147,136.56	55.9%	-	147,136.56
Economic Development	730,825.00	101,687.50	305,062.50	41.7%	-	305,062.50
Agri-Business	170,120.00	16,149.82	114,717.88	67.4%	-	114,717.88
Public Health	10,837,419.00	697,732.05	5,122,586.57	47.3%	245,976.37	5,368,562.94
Environmental Health	1,461,425.00	108,932.12	776,406.43	53.1%	27,793.97	804,200.40
H&CC Block Grant	765,989.00	72,470.75	383,191.50	50.0%	-	383,191.50
Medical Services - Autopsies	90,000.00	1,600.00	43,150.00	47.9%	-	43,150.00
Mental Health	528,612.00	132,153.00	396,459.00	75.0%	-	396,459.00
Rural Transportation Assist Program	201,384.00	8,555.47	31,098.00	15.4%	-	31,098.00
Social Services	20,375,754.00	1,550,399.67	10,194,341.88	50.0%	37,103.60	10,231,445.48
Juvenile Justice Programs	218,745.00	26,214.00	161,579.00	73.9%	-	161,579.00
Veteran Services	79,978.00	4,329.83	33,129.99	41.4%	-	33,129.99
Public Library	3,598,002.00	252,370.22	2,047,363.66	56.9%	185,708.85	2,233,072.51
Recreation	2,393,552.00	142,300.94	1,220,438.98	51.0%	87,605.85	1,308,044.83
Public Education	36,381,641.00	3,934,163.50	25,165,054.00	69.2%	-	25,165,054.00
Debt Service	20,381,954	2,000.00	9,035,968.72	44.3%	-	9,035,968.72
Non-Departmental	3,289,696.00	252,995.73	2,118,618.26	64.4%	-	2,118,618.26
Interfund Transfers	10,611,193.00	874,946.92	6,234,628.44	58.8%	-	6,234,628.44
TOTAL	173,903,626	13,205,363.58	95,801,579.26	55.1%	3,936,056.34	99,737,635.60
Net Revenues over (under) Exp.	-	5,088,263.86	28,214,827.69		(3,936,056.34)	24,278,771.35

HENDERSON COUNTY
FINANCIAL REPORT
JANUARY 2022

APPROPRIATIONS DETAIL

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
SOCIAL SERVICES						
Staff Operations	15,657,150	1,064,832.00	7,881,130.59	50.3%	37,103.60	7,918,234.19
Federal & State Programs	4,617,604	478,581.95	2,279,403.12	49.4%	-	2,279,403.12
General Assistance	101,000	6,985.72	33,808.17	33.5%	-	33,808.17
TOTAL	20,375,754	1,550,399.67	10,194,341.88		37,103.60	10,231,445.48
EDUCATION						
Schools Current/Capital Expense	31,633,460	3,142,800.00	21,999,600.00	69.5%	-	21,999,600.00
Blue Ridge Community College	4,748,181	791,363.50	3,165,454.00	66.7%	-	3,165,454.00
TOTAL	36,381,641	3,934,163.50	25,165,054.00		-	25,165,054.00
DEBT SERVICE						
Public Schools	11,275,450	2,000.00	3,794,990.80	33.7%	-	3,794,990.80
Blue Ridge Community College	3,440,461	-	1,803,974.81	52.4%	-	1,803,974.81
Henderson County	5,666,043	-	3,437,003.11	60.7%	-	3,437,003.11
TOTAL	20,381,954	2,000.00	9,035,968.72		-	9,035,968.72
INTERFUND TRANSFERS						
Public Transit Fund	280,515	23,376.25	163,633.75	58.3%	-	163,633.75
Capital Projects Fund	440,000	29,166.67	294,166.69	66.9%	-	294,166.69
Capital Reserve Fund	1,644,808	137,067.33	959,471.31	58.3%	-	959,471.31
E911 Fund	1,830	-	-	0.0%	-	-
Fire District Funds	20,000	-	20,000.00	100.0%	-	20,000.00
HCPS MRTS	4,934,424	411,202.00	2,878,414.00	58.3%	-	2,878,414.00
BRCC MRTS	3,289,616	274,134.67	1,918,942.69	58.3%	-	1,918,942.69
TOTAL	10,611,193	874,946.92	6,234,628.44		-	6,234,628.44

SPECIAL REVENUE FUNDS

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
FIRE DISTRICTS FUND						
Revenues:	11,783,241	1,466,073.08	11,090,800.39	94.1%	-	11,090,800.39
Expenditures:	11,783,241	2,742,467.19	9,599,873.74	81.5%	-	9,599,873.74
Net Revenues over (under) Exp	-	(1,276,394.11)	1,490,926.65		-	1,490,926.65
REVALUATION RESERVE FUND						
Revenues:	1,145,980	95,994.80	673,097.95	58.7%	-	673,097.95
Expenditures:	1,145,980	56,220.76	493,740.87	43.1%	107,500.00	601,240.87
Net Revenues over (under) Exp	-	39,774.04	179,357.08		(107,500.00)	71,857.08
EMERGENCY TELEPHONE SYSTEM (911) FUND						
Revenues:	722,256	60,242.12	361,829.61	50.1%	-	361,829.61
Expenditures:	722,256	17,244.37	128,245.51	17.8%	75,068.00	203,313.51
Net Revenues over (under) Exp	-	42,997.75	233,584.10		(75,068.00)	158,516.10
PUBLIC TRANSIT FUND						
Revenues:	1,442,929	30,092.68	1,125,272.21	78.0%	-	1,125,272.21
Expenditures:	1,442,929	77,843.92	421,962.52	29.2%	21,658.15	443,620.67
Net Revenues over (under) Exp	-	(47,751.24)	703,309.69		(21,658.15)	681,651.54
MISC. OTHER GOVERNMENTAL ACTIVITIES						
Revenues:	1,193,856	38,418.21	863,792.32	72.4%	-	863,792.32
Expenditures:	1,193,856	36,941.19	344,029.86	28.8%	-	344,029.86
Net Revenues over (under) Exp	-	1,477.02	519,762.46		-	519,762.46

HENDERSON COUNTY
FINANCIAL REPORT
JANUARY 2022

CAPITAL PROJECTS

	BUDGET	CURRENT MONTH	PROJECT TO DATE	% USED	ENCUMBRANCES	TOTAL
EDNEYVILLE ELEMENTARY SCHOOL PROJECT (1702)						
Revenues:	26,854,136		27,755,515.00	103.4%	-	27,755,515.00
Expenditures:	26,854,136	-	25,331,294.76	94.3%	-	25,331,294.76
Net Revenues over (under) Exp	-	-	2,424,220.24		-	2,424,220.24
HENDERSONVILLE HIGH SCHOOL PROJECT - 2019 (1903)						
Revenues:	60,442,694		60,914,466.12	100.8%	-	60,914,466.12
Expenditures:	60,442,694	1,048,340.27	48,009,732.88	79.4%	9,859,621.00	57,869,353.88
Net Revenues over (under) Exp	-	(1,048,340.27)	12,904,733.24		(9,859,621.00)	3,045,112.24
BRCC PATTON BUILDING PROJECT (1904)						
Revenues:	24,800,016	100.24	24,855,568.89	100.2%	-	24,855,568.89
Expenditures:	24,800,016	2,330,885.92	16,552,067.29	66.7%	6,941,082.15	23,493,149.44
Net Revenues over (under) Exp	-	(2,330,785.68)	8,303,501.60		(6,941,082.15)	1,362,419.45

ENTERPRISE FUNDS

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
SOLID WASTE LANDFILL FUND						
Revenues:	7,991,850	589,798.91	4,962,480.39	62.1%	-	4,962,480.39
Expenditures:	7,991,850	669,188.84	4,132,334.31	51.7%	2,529,105.39	6,661,439.70
Net Revenues over (under) Exp	-	(79,389.93)	830,146.08		(2,529,105.39)	(1,698,959.31)
JUSTICE ACADEMY SEWER FUND						
Revenues:	70,881	3,944.11	28,124.09	39.7%	-	28,124.09
Expenditures:	70,881	3,423.88	35,972.88	50.8%	-	35,972.88
Net Revenues over (under) Exp	-	520.23	(7,848.79)		-	(7,848.79)

**HENDERSON COUNTY
CASH BALANCE REPORT
JANUARY 2022**

<u>Fund(s)</u>	<u>12/31/21 Beg. Cash Balance</u>	<u>Debits Revenues</u>	<u>(Credits) Expenditures</u>	<u>01/31/22 Ending Cash Balance</u>
General	\$ 108,936,720.83	\$ 21,249,593.30	\$ (15,880,973.52)	\$ 114,305,340.61
Special Revenue	29,409,024.75	1,825,619.94	(3,019,922.20)	\$ 28,214,722.49
Capital Projects	317,142.05	49,166.67	(3,516,569.48)	\$ (3,150,260.76)
Enterprise	1,972,310.67	619,810.02	(698,339.40)	\$ 1,893,781.29
HCPS - Maint. and Repair	4,036,881.91	411,202.00	-	\$ 4,448,083.91
BRCC - Maint. and Repair	2,244,031.18	123,193.00	-	\$ 2,367,224.18
Custodial	<u>5,084,061.58</u>	<u>2,248,219.02</u>	<u>(4,707,309.79)</u>	<u>\$ 2,624,970.81</u>
Total	<u>\$ 152,000,172.97</u>	<u>\$ 26,526,803.95</u>	<u>\$ (27,823,114.39)</u>	
Total cash available as of 1/31/2022				<u>\$ 150,703,862.53</u>

HENDERSON COUNTY PUBLIC SCHOOLS
LOCAL CURRENT EXPENSE/OTHER RESTRICTED FUNDS
as of January 31, 2021

	LOCAL CURRENT EXPENSE FUND		OTHER RESTRICTED FUND		Combined Total	Prior YTD
	Budget	YTD Activity	Budget	YTD Activity		
REVENUES:						
3200 State Sources	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 9,000
3700 Federal Sources-Restricted	-	-	995,192	301,811	301,811	189,541
3800 Other Federal-ROTC	-	-	144,000	79,058	79,058	68,255
4100 County Appropriation	29,928,000	20,949,600	-	-	20,949,600	20,249,600
4200 Local -Tuition/Fees	-	-	65,000	29,410	29,410	6,430
4400 Local-Unrestricted	678,000	328,938	141,016	84,149	413,087	296,703
4800 Local-Restricted	-	-	655,868	297,734	297,734	444,866
4900 Fund Balance Appropriated/Transfer From school	110,000	-	176,703	-	-	-
TOTAL FUND REVENUES	\$ 30,716,000	\$ 21,278,538	\$ 2,181,779	\$ 796,162	\$ 22,074,700	\$ 21,264,396
EXPENDITURES:						
Instructional Services:						
5100 Regular Instructional Services	\$ 9,520,278	\$ 4,168,755	\$ 401,801	\$ 232,131	\$ 4,400,887	\$ 4,288,320
5200 Special Populations Services	1,235,868	597,633	557,417	162,998	760,631	750,009
5300 Alternative Programs and Services	248,160	125,668	322,669	132,797	258,465	192,182
5400 School Leadership Services	2,601,132	1,470,087	24,724	15,817	1,485,904	1,522,792
5500 Co-Curricular Services	822,101	392,978	11,865	8,758	401,736	169,641
5800 School-Based Support Services	1,498,867	843,550	59,171	16,771	860,321	739,014
Total Instructional Services	\$ 15,926,406	\$ 7,598,671	\$ 1,377,646	\$ 569,272	\$ 8,167,943	\$ 7,661,958
System-Wide Support Services:						
6100 Support and Development Services	\$ 286,738	\$ 154,771	\$ 500	\$ 2,909	\$ 157,680	\$ 148,668
6200 Special Population Support	219,444	125,520	6,427	1,147	126,667	113,420
6300 Alternative Programs	81,780	43,189	431	431	43,620	52,428
6400 Technology Support Services	1,280,454	955,015	39,546	84,745	1,039,760	831,950
6500 Operational Support Services	7,796,074	3,702,718	292,055	149,145	3,851,863	3,699,190
6600 Financial and Human Resource Services	1,772,684	1,500,904	63,679	39,091	1,539,995	1,305,538
6700 Accountability Services	210,748	120,638	28,800	28,800	149,438	43,632
6800 System-Wide Pupil Support Services	331,253	182,818	538	538	183,357	125,355
6900 Policy, Leadership and Public Relations	724,550	379,227	13,220	13,220	392,447	392,125
Total System-Wide Support Services	\$ 12,703,726	\$ 7,164,800	\$ 445,195	\$ 320,025	\$ 7,484,826	\$ 6,712,307
Ancillary Services:						
7100 Community Services	\$ 388	\$ 388	\$ 163,374	\$ 88,817	\$ 89,204	\$ 86,270
7200 Nutrition Services	185,481	68,325	-	-	68,325	92,938
Total Ancillary Services	\$ 185,868	\$ 68,713	\$ 163,374	\$ 88,817	\$ 157,529	\$ 179,208
Non-Programmed Charges:						
8100 Payments to Other Governments	\$ 1,900,000	\$ 937,981	\$ -	\$ -	\$ 937,981	\$ 1,000,475
8400 Interfund Transfers	-	-	9,480	9,539	9,539	4,090
8500 Contingency	-	-	100,000	-	-	-
8600 Educational Foundations	-	-	86,084	40,936	40,936	43,854
Total Non-Programmed Charges	\$ 1,900,000	\$ 937,981	\$ 195,564	\$ 50,475	\$ 988,455	\$ 1,048,419
TOTAL FUND EXPENDITURES	\$ 30,716,000	\$ 15,770,165	\$ 2,181,779	\$ 1,028,588	\$ 16,798,753	\$ 15,601,891

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: March 7, 2022

SUBJECT: Civil Unrest Block Award Grant – NC Governor’s Crime Commission

PRESENTER: Sheriff Lowell Griffin

ATTACHMENTS: Yes

1. Civil Unrest Block Grant Award
2. Federal Worksheet
3. GCC No Overdue Tax Certification
4. Budget Amendment

SUMMARY OF REQUEST:

The Sheriff’s Office is requesting the Board approve the North Carolina Crime Commission’s Civil Unrest Block Award Grant awarded to the department in the amount of \$22,950.00. This grant will provide the department with 30 Riot Control Suits, 30 Riot Duty Helmets with Gas Mask Shields and 30 36x20 Riot Shields necessary to protect the employees and public during civil unrest.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached Budget Amendment to receive the grant funds which will be necessary to protect employees and citizens during civil unrest.

Suggested Motion:

I move the Board of Commissioners approve the attached Budget Amendment to receive the grant funds for the needed equipment.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: Sheriff's Office 115431

Please make the following line-item transfers:

What expense line-item is to be increased?

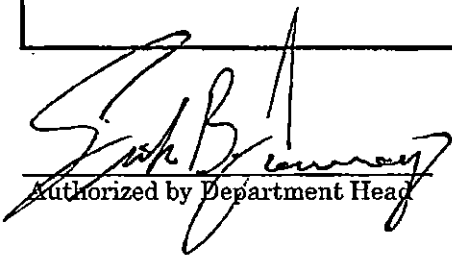
Account	Line-Item Description	Amount
<u>115431-526021-9034</u>	<u>Weapons & Tactical</u>	<u>\$ 22,950</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Account	Line-Item Description	Amount
<u>114431-451001-9034</u>	<u>GCC Jag Grant Funding</u>	<u>\$22,950</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

This is for the Governors Crime Commission 2021 Block Grant to provide needed equipment in the event of civil unrest.


Authorized by Department Head

February 10, 2022
Date

Authorized by Budget Office

Date

Authorized by County Manager

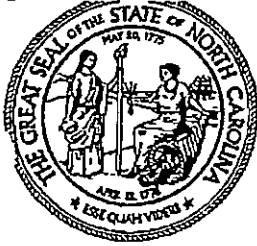
Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____



STATE OF NORTH CAROLINA
 DEPARTMENT OF PUBLIC SAFETY
 GOVERNOR'S CRIME COMMISSION
 1201 Front Street, Suite 200
 Raleigh, NC 27609
 Telephone: (919) 733-4564 Fax: (919) 733-4625
 http://www.ncgccd.org

GRANT AWARD

Applicant: County of Henderson
Project Name: 2021 - Henderson County Sheriff's Office - Block Grant
Authorizing Official: John Mitchell
 County Manager
Implementing Agency: Henderson County Sheriff's Department
Address: 113 North Main Street
 Hendersonville, North Carolina 28792-5066
Project Director: MIKE VESELY
 Deputy Sheriff
Project Number: PROJ015054
Vendor Number: 566000307
Account Manager: Sam Conyers

Grant Period: 10/01/2021 - 09/30/2022

Budgets

Period	Personnel	Contractual	Travel	Supplies	Equipment	Indirect Costs	Total
Year 1	\$0.00	\$0.00	\$0.00	\$0.00	\$22,950.00	\$0.00	\$22,950.00
Grant Budget Total							\$22,950.00

Source	Federal Grant #	CFDA #	% Funding	Federal Award
2021::Byrne Justice Assistance Grants	15PBJA-21-GG-00278-JAGX	16.738	100%	\$22,950.00

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This award is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. Special conditions are attached to this award.

This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

Authorizing Official

Governor's Crime Commission

John Mitchell
 Signature of Authorizing Official
 Date

1/25/2022 | 13:40:58 EST

Caroline Farmer
 Signature of Director
 Date

1/18/2022 | 14:00 EST

John Mitchell, County Manager
 Name and Title of Authorizing Official

Caroline Farmer, Executive Director
 Name and Title of Director

Project Director

Mike Vesely
 Signature of Project Director
 Date

1/20/2022 | 09:54:27 EST

MIKE VESELY, Deputy Sheriff
 Name and Title of Project Director

This award is subject to the attached conditions, which must be signed by both the authorizing official and the project director, and returned along with this Grant Award. No alterations of any kind may be made on this grant award.

Federal Award Identification Worksheet

Federal award identification : 15PBJA-21-GG-00278-JAGX

Project ID : PROJ015054

Subrecipient : County of Henderson

Federal Award Identification # (FAIN) : 15PBJA-21-GG-00278-JAGX

DUNS # : 017347365

Federal award date : Oct 01, 2020 - Sep 30, 2024

Subaward period of performance start and end date : Oct 01, 2021 - Sep 30, 2022

Federal funds obligated in this agreement : \$22,950.00

Federal funds obligated to the subrecipient :

Total federal award : \$5,291,318.00

Catalog of federal domestic assistance (CFDA) : Edward Byrne Memorial Justice Assistance Grant Program 16.738

Indirect cost rate for the federal award : We do not receive an indirect cost rate

Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate) : Direct/Allocated Costs Only

Identification of whether the award is research and development (R&D) : We do not fund research and development

Pass through entity and awarding official : NC Governor's Crime Commission
Diane Barber-Whitaker
diane.barber-whitaker@ncdps.gov

Federal awarding agency : United States Department of Justice - Office of Justice Programs - Bureau of Justice Assistance

Federal award description : The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for a large variety of law enforcement programs.



State Grant Certification – No Overdue Tax Debts

Date: 3-7-2022

To: State Agency Head and Chief Fiscal Officer

Certification:

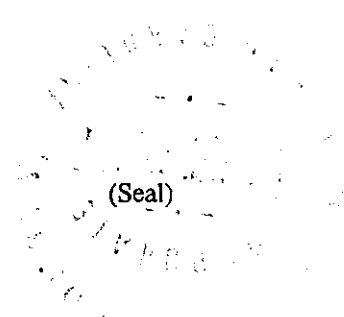
We certify that Henderson County, NC does not have any overdue tax debts, as defined by N.C.G.S. §105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. §143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. §143C-10-1.

Sworn Statement:

William E. Lapsley and _____ being duly sworn, say that we are the Board Chair and Project Director, respectively, of Henderson County, NC of _____ in the State of North Carolina; and that the foregoing certification is true, accurate, and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

William E. Lapsley
Board Chair

Project Director



Sworn to and subscribed before me on the day of the date of said certification.

Notary Signature My Commission Expires: _____

If there are any questions, please contact the Governor's Crime Commission's Grants Management Director at (919) 733-4564 or you may contact the North Carolina Office of State Budget and Management, NCGrants@osbm.nc.gov - (919) 807-4795.

G.S. §105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: March 7, 2022
SUBJECT: State Capital Investment Fund (SCIF)
PRESENTERS: Samantha R. Reynolds, Finance Director
ATTACHMENTS: No

SUMMARY OF REQUEST:

Staff is requesting the Board approve an application for a State Budget SCIF Grant in the amount of \$500,000. This amount was included in the State budget - Session Law 2021-180 (House Bill-105) for capital expenses with Henderson County. Staff requests the Board approve application for those funds to be used to partially fund playground equipment at Jackson Park (\$200,000) and soccer fields (\$300,000).

BOARD ACTION REQUESTED:

The Board is requested to approve the application for the use of SCIF Grant funding to partially fund playground equipment at Jackson Park (\$200,000) and soccer fields (\$300,000).

Suggested Motion:

I move the Board approve the application for the use of SCIF Grant funding to partially fund playground equipment at Jackson Park (\$200,000) and soccer fields (\$300,000).

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: March 7, 2022

SUBJECT: NC Department of Public Safety – Henderson County Sheriff's Office State Budget Allocation

PRESENTERS: Samantha R. Reynolds, Finance Director

ATTACHMENTS: Yes

1. Agreement # HENDERSONCO 2021-2023
2. Budget Amendment

SUMMARY OF REQUEST:

Staff is requesting the Board approve the State Budget allocation for the Henderson County Sheriff's Office in the amount of \$84,269.66. This allocation has been made as directed by the NC General Assembly pursuant to Session Law 2021-180 (House Bill-105) for expenses incurred in enforcing the law. Staff requests the Board provide authorization to Sheriff Griffin to execute the agreement on behalf of the county. Once approved, the attached agreement will be executed, and funds will be budgeted for in accordance with the agreement.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached agreement and related budget amendment for the NC Department of Public Safety State Budget Allocation to the Henderson County Sheriff's Office and provide authorization for Sheriff Griffin to execute.

Suggested Motion:

I move the Board approve the agreement and related budget amendment for the NC Department of Public Safety State Budget Allocation to the Henderson County Sheriff's Office and provide authorization for Sheriff Griffin to execute.

**North Carolina Department of Public Safety
Agreement # HENDERSONCO 2021-2023
Henderson County Sheriff's Office**

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the Henderson County Sheriff's Office (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 566000307.

1. EFFECTIVE TERM

This agreement shall be effective starting November 18, 2021 and this agreement shall terminate on June 30, 2023.

2. RECIPIENT'S DUTIES

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for expense incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (House Bill-105).

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in Session Law 2021-180.

The RECIPIENT agrees to use the funds provided to sheriff's office pursuant to Section 19A.3.(c) shall be a supplemental to and shall not supplant local funding for sheriff's office.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on any annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$84,269.66. Attachment A provides scope of work and payment amounts to be paid to RECIPIENT. RECIPIENT agrees to complete all sections of the Quarterly or Periodic Status Report & Accounting (Attachment B) following each quarter, and provide all supporting documentation when the quarterly Accounting is submitted.

The RECIPIENT shall provide the following: W-9/Electronic Payment/Vendor Verification form (09 NCAC 03M.002), Conflict of Interest Statement (N.C.G.S. 143C- 6-23.(b)), and No Overdue Tax Debt Certification (N.C.G.S. 143C-6-23.(c)) to the Agency.

Pursuant to N.C.G.S 143C-6- 8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2021-180, Sec. 5.2 (b)5). State funds for any one employee of a nonprofit are capped at \$120,000.00 (S.L. 2021-180, Sec. 5.3). Funds shall not revert until June 30, 2023 (S.L. 2021-180, Sec. 5.2).

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

AGENCY'S DUTIES & PAYMENT PROVISIONS

The AGENCY shall ensure that funds allocated and disbursed per State Budget Director, Charles Perusse, comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$84,269.66. The appropriation shall be distributed in one payment from North Carolina General Fund for \$84,269.66 and submit to the AGENCY all required documentation. Once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to 536613 1100-1170.

3. QUARTERLY STATUS REPORTING

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period stating beginning balance of the Project Fund.
 - i. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g program related staffing).
 - b. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
 - c. Goods (e.g. supplies and equipment) expenses.
 - d. Administration Expenses (e.g overhead & project management).
 - e. Other expenses (e.g. related charges not assigned above and described by recipient).
 - ii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 - iii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date

ATTACHMENT B is a copy of the quarterly status tracking report.

- b. Quarterly project status reports shall be emailed to Nancy Gemma; nancy.gemma@ncdps.gov

4. FUNDS MANAGEMENT

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Tara Williams-Brown, Controller NC Department of Public Safety 4220 Mail Service Center Raleigh, NC 27699-4220 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov	Tara Williams-Brown, Controller NC Department of Public Safety 2020 Yonkers Road Raleigh, NC 27604 Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Samantha Reynolds, Finance Officer John Mitchell, County Manager Henderson County 113 N. Main St. Hendersonville, NC 28792 Telephone: (828) 697-4821 Fax: 828-692-9855 Email: sreynolds@hendersoncountync.org jmitchell@hendersoncountync.org	

6. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent

Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

7. TAXES

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2023:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

15. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

HENDERSON COUNTY

_____ Signature	_____ Date
Samantha Reynolds	Finance Officer
_____ Printed Name	_____ Title

NC DEPARTMENT OF PUBLIC SAFETY

Signature	Date
Tara Williams-Brown	Controller

Printed Name	Title
--------------	-------



Destructions Log

Agency	Henderson County		Section	Branch
Division	Animal Services Center			
Location(s) of Records	Henderson County Animal Services Center (storage)			

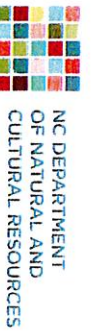
Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			
Adoption Contracts	3 Years	FY 2007 - FY 2018		P		TBD	Shred/Destroy	
Reclaim Contracts	3 Years	FY 2007 - FY 2018		P		TBD	Shred/Destroy	
Rabies Vac. Vouchers	3 Years	FY 2007 - FY 2018		P		TBD	Shred/Destroy	
Microchip Vouchers	3 Years	FY 2007 - FY 2018		P		TBD	Shred/Destroy	
Animal Intake & Disposition Forms	3 Years	FY 2007 - FY 2018		P		TBD	Shred/Destroy	
Daily Cash Reports	3 Years	FY 2007 - FY 2018		P		TBD	Shred/Destroy	

DIVISION OF ARCHIVES AND RECORDS — GOVERNMENT RECORDS SECTION

MAILING ADDRESS:
4615 Mail Service Center
Raleigh, N.C. 27699-4615

<http://archives.ncdcr.gov>
Telephone (919) 814-6900
Facsimile (919) 715-3627
State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823



Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			
Credit/Debit card slips	3 Years	FY 2007 – FY 2018		P		TBD	Shred/Destroy	
Daily Credit Reports	3 Years	FY 2007 – FY 2018		P		TBD	Shred/Destroy	
Purchase-Card Receipts	3 Years	FY 2007 – FY 2018		P		TBD	Shred/Destroy	
Animal Receipts	3 Years	FY 2007 – FY 2018				TBD	Shred/Destroy	
Lost and Found Reports	3 Years	FY 2007 – FY 2018				TBD	Shred/Destroy	
RV Certificates	3 Years	FY 2007 – FY 2018				TBD	Shred/Destroy	
Surgical Consent Forms	3 Years	FY 2007 – FY 2018				TBD	Shred/Destroy	
Rabies Test Results	3 Years	FY 2007 – FY 2018				TBD	Shred/Destroy	

DIVISION OF ARCHIVES AND RECORDS — GOVERNMENT RECORDS SECTION

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4615 Mail Service Center
Raleigh, N.C. 27699-4615

<http://archives.ncdcr.gov>
Telephone (919) 814-6900
Facsimile (919) 715-3627
State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823



NC DEPARTMENT
OF NATURAL AND
CULTURAL RESOURCES

archives.ncdcr.gov

4615 Mail Service Center, Raleigh NC 27699-4165

919-814-6900

Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			

DIVISION OF ARCHIVES AND RECORDS — GOVERNMENT RECORDS SECTION

MAILING ADDRESS:
4615 Mail Service Center
Raleigh, N.C. 27699-4615

<http://archives.ncdcr.gov>
Telephone (919) 814-6900
Facsimile (919) 715-3627
State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823

ENGINEERING AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 2021 by and between HENDERSON COUNTY, NC (hereinafter called the "COUNTY") and Vaughn & Melton Consulting Engineers, Inc. (hereinafter called the "CONSULTANT" or "Prime Consultant"), whose primary offices are located at 1318-F Patton Avenue, Asheville, NC 28806

GENERAL RECITALS

WITNESSETH:

WHEREAS, the COUNTY desires the assistance of a CONSULTANT in the performance of certain professional services; and

WHEREAS, the CONSULTANT has exhibited evidence of experience, ability, competence, and reputation to perform such professional services; and

NOW THEREFORE, the COUNTY and the CONSULTANT, for consideration hereinafter stipulated, mutually agree as follows:

All professional engineering services will be performed in the United States of America. No work will be allowed to be outsourced outside of the United States of America. The CONSULTANT agrees to perform the required professional engineering services, including field survey data necessary to design and prepare right of way plans and Construction Plans, Contract Documents and any special provisions for STIP Project BL-0007, Ecusta Rail-Trail from Kanuga Road in Hendersonville to Brevard Road in Horse Shoe.

ARTICLE I - SCOPE OF WORK

I.A. Description of Work Required

I.A.1. Prepare right of way and construction plans as outlined in the detailed estimate contained in ATTACHMENT B to include the following tasks:

- Completion of location and survey maps
- Preliminary evaluations and designs for bridges, road and highway crossings, and streambank restorations
- Preliminary greenway designs
- Environmental analysis and documentation

- Prepare preliminary construction cost estimates
- Conduct meetings with appropriate COUNTY personnel and the Henderson County Rails to Trails Committee

I.A.2. The CONSULTANT shall perform site investigations and hydrological and hydraulics design studies and field surveys as necessary to determine the requirements for all hydraulics related structures to be replaced.

I.A.3. Where alternate designs appear warranted, the CONSULTANT shall prepare designs in sufficient detail to permit a decision on the most desirable alternative. These designs should include profiles, grades, proposed retaining walls, construction quantities and any other pertinent information that will facilitate the selection of the recommended alternative.

I.A.4. The CONSULTANT shall prepare the work per the Estimate included in ATTACHMENT B.

I.B. Subconsultant Utilization

The CONSULTANT shall only utilize subconsultants and/or subfirms that are prequalified by NCDOT to perform the specified professional or specialized services needed.

The CONSULTANT shall utilize the subconsultant(s) and/or subfirm(s) as proposed in the Scope of Services or project proposal to the COUNTY regarding the requested services. The CONSULTANT shall indicate the proposed utilization (CONSULTANT name and percentage) for both the Prime Consultant and any/all subconsultant(s) firms in the LOI on the appropriate FORM RS-2(s), as included in ATTACHMENT C.

The CONSULTANT shall insure that any/all subconsultant(s) or subfirms(s) shall comply with the terms and conditions set forth in this AGREEMENT.

I.C. Subcontracts

I.C.1. The CONSULTANT and/or subconsultant will not sublet any portion of the work covered by this AGREEMENT without prior written approval by the COUNTY.

I.C.2. The CONSULTANT will be responsible for the schedule of any work sublet to others to assure that the overall schedule of the project is maintained.

I.C.3. The CONSULTANT will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

I.D. Work Standards

The CONSULTANT will perform the studies, prepare documents and reports, and develop plans in accordance with all applicable State and Federal regulations and safety guidelines.

I.E. Deliverables

The CONSULTANT will submit to the COUNTY the work products outlined in the detailed SCOPE OF WORK developed for each task. All deliverables will be in accordance with guidelines of the COUNTY and NCDOT.

I.F. Guidelines

All work under this contract shall be performed in accordance with all applicable guidelines published by the COUNTY, and in accordance with the SCOPE OF WORK developed for each task.

I.G. When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the CONSULTANT to provide traffic control including flagmen and/or any other necessary devices in accordance with the "Manual on Uniform Traffic Control Devices" (Current Edition), the "N. C. Department of Transportation - Construction and Maintenance Operations Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

ARTICLE II - DATA AND SERVICES TO BE PROVIDED BY THE COUNTY

II.A. Data and Services

II.A.1. The staff person assigned shall serve as the COUNTY's Project Manager for this AGREEMENT.

II.A.2. The COUNTY shall make reasonable efforts to provide available data and information, as applicable to the detailed SCOPE OF WORK developed for each task, which may include but is not limited to, the following:

- Guidelines for any applicable discipline; and
- All data possessed by the COUNTY that can be released that would assist the CONSULTANT in the accomplishment of the work.

ARTICLE III - TIME OF BEGINNING AND COMPLETION

- III.A. Work will begin immediately following written Notice of Execution of this AGREEMENT and authorization to begin work. The work will be completed as follows:
- Completion of the Revised Federal Categorical Exclusion by September 2, 2022. Schedule of other project tasks are included in the Scope included in ATTACHMENT B.
- III.B. Upon receiving notice to proceed, the COUNTY will provide the CONSULTANT with a schedule for the project. It is the CONSULTANT's responsibility to implement and monitor this schedule.
- III.C. If additional tasks beyond the agreed-upon scope of work are required to complete the assignment, then a new written amended scope of work will be developed for the additional services. The CONSULTANT shall notify the COUNTY's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted.
- III.D. Consultant may request extensions to the agreed upon schedule in the event of unavoidable delays, which requests should not be unreasonably denied by the County. If the duration of the agreement is extended more than twelve months beyond the scheduled completion date due to no fault of the CONSULTANT, they may present written documentation of the delay and the increased cost and request a supplemental agreement adjusting the compensation. If the request is approved, the increase in compensation shall be determined by the mutual agreement of both parties.

ARTICLE IV - COMPENSATION AND PAYMENTS

- IV.A. Fees and Costs
- IV.A.1 The method of compensation is to be direct labor costs with additives for overhead, fixed fee, and cost of capital plus reimbursement of eligible expenses (Cost Plus) using NCDOT processes and procedures.
- As complete compensation for all Engineering services described above, and in the scope of work and estimate included in ATTACHMENT B, the CONSULTANT will be paid for actual time worked and eligible reimbursable expenses up to the maximum of **\$447,651.09** (Four-Hundred Forty-Seven Thousand, Six-Hundred and Fifty-One Dollars, and Nine Cents). Any services within the Scope of Services shall be completed with compensation not to exceed **\$447,651.09**.

IV.B. Progress Report/Project Schedule

The CONSULTANT shall prepare a written progress report as required by the COUNTY's Project Manager during work which is in progress under this AGREEMENT. The progress report shall discuss accomplishments to date, provide percent of tasks completed, provide current and updated project schedules, and identify outstanding issues or problems. Subsequent to the preparation of each progress report, the CONSULTANT may be requested to meet with the COUNTY to discuss project progress. The progress report and an updated project schedule will be submitted to the COUNTY's Project Manager.

IV.C. Payment and Retainage

Monthly payment for the time worked and eligible reimbursable expenses not exceeding up to the total maximum amount will be made to the CONSULTANT upon submission of a Progress Report/Project Schedule, an invoice stating the percent of completion of each task, and appropriate supporting documentation. Invoices shall be in the NCDOT's Cost Plus format.

The CONSULTANT shall pay subconsultants for work performed within seven (7) days after CONSULTANT receives payment from the COUNTY for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements. Failure to comply with the seven (7) day requirement may cause the COUNTY to withhold payments to the CONSULTANT and the COUNTY may suspend work until the subconsultant is paid.

It shall be the responsibility of the CONSULTANT and all subconsultants to keep records of all payments requested and the dates received. The COUNTY may request copies of this information in the form of a report.

Reporting Subconsultant(s) and/or Subfirm(s)

When payments are made to Subconsultant(s) and/or Subfirm(s), including material suppliers, Firms at all levels (CONSULTANT, subconsultant, or second tier subconsultant) shall provide the COUNTY's Project Manager or Contract Administrator with an accounting of said payments. This accounting shall be furnished to the COUNTY's Project Manager or Contract Administrator for any given month by the end of the following month. Failure to submit this information accordingly may result in: (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the prequalified vendors list or the removal of other entities from the approved subconsultants list. The accounting shall list for each payment made to a Subconsultant(s) and/or Subfirm(s) the following:

DOT Project Number
Payer CONSULTANT Name and Federal Taxpayer ID
Receiving Subconsultant or Material Supplier and Federal Taxpayer ID
Amount of Payment
Date of Payment
This document shall be on the Department's Subconsultant Payment Information Form.

A responsible fiscal officer of the payee CONSULTANT, subconsultant, or second tier subconsultant who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the COUNTY's Project Manager or Contract Administrator.

IV.D. Maintenance of Information and Reports

IV.D.1. NCDOT Information

- IV.D.1.a. All work will be administered and performed in accordance with Federal Aid Policy Guide - 23 CFR 172, the North Carolina Administrative Code, all relevant North Carolina General Statutes and all United States Statutes.
- IV.D.1.b. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subconsultant to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC Chapter 37) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- IV.D.1.c. Subcontracts exceeding \$10,000 shall require the subconsultant to comply with all Federal and State Statutes and regulations required in the AGREEMENT.

IV.D.2. Availability of Information

- IV.D.2.a. The CONSULTANT will maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the COUNTY, the Federal Highway Administration or any other authorized representative of the

COUNTY or Federal Highway Administration. Copies thereof will be furnished to the COUNTY and/or Federal Highway Administration if requested. The CONSULTANT and any or all subconsultants will use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.

IV.D.2.b. The CONSULTANT will require all subconsultants to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information pertaining to cost, and further to require that said subconsultants make these materials available to the COUNTY and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date of final payment, and to require said subconsultants to furnish copies of such documents to the COUNTY and/or Federal Highway Administration upon request. The CONSULTANT will affirmatively enforce this provision of this contract with the subconsultant upon request of the COUNTY or the Federal Highway Administration.

IV.D.2.c. The CONSULTANT shall notify the COUNTY in writing of significant changes within the CONSULTANT's firm (e.g., change of name, address, telephone number, project-related personnel changes, etc.). This responsibility includes ensuring the CONSULTANT's qualification paperwork and registration information is current in the COUNTY's files.

IV.E. North Carolina E-Verify Compliance for COUNTY Contracts

As a condition of payment for services rendered under this agreement, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONSULTANT provides the services to the County utilizing a subconsultant, CONSULTANT shall require the subconsultant to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

ARTICLE V - MISCELLANEOUS PROVISIONS

V.A. Conferences, Visits to Sites, Inspection of Work

The CONSULTANT will be represented by a responsible member of the firm at any meetings, hearings, consultations, and field conferences deemed necessary by the COUNTY or the CONSULTANT.

V.B. CONSULTANT'S Responsibility

The CONSULTANT shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall indemnify and save harmless the COUNTY and shall be fully liable for any additional costs and all claims against the COUNTY which may arise due to errors, omissions, or negligence of the CONSULTANT or any subconsultants in performing the work required by this AGREEMENT, including but not limited to any and all costs and damages for defending actions or claims under the National Environmental Policy Act (NEPA) or the North Carolina Environmental Policy Act of 1971.

The CONSULTANT shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this AGREEMENT by the CONSULTANT, its agents, employees, and subconsultants or any one for whom the CONSULTANT may be responsible. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the COUNTY or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract in Section V.F.2. PROFESSIONAL LIABILITY INSURANCE.

The CONSULTANT shall indemnify and hold harmless the COUNTY from any claim, demand, suit, liability, judgment, and expense (including attorney's fees and other costs of litigation) involving damage or loss to the CONSULTANT'S equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this AGREEMENT. The obligations, indemnities and liabilities assumed by the CONSULTANT under this paragraph shall not extend to any liability caused by the negligence of the COUNTY or its employees. The CONSULTANT'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

If, during the duration of this AGREEMENT, the CONSULTANT receives instructions or directions which are considered beyond the scope of work outlined in this AGREEMENT, all work shall be suspended until the matter is resolved. The CONSULTANT shall immediately notify the COUNTY's Project

Manager in writing with a description and justification for the claim of extra work. The CONSULTANT shall not continue work until written notice to proceed is given.

If the CONSULTANT receives incorrect instruction or direction as it relates to the individual scope of work for an assignment, the CONSULTANT will contact the COUNTY's Project Manager with the details of the work beyond the negotiated Scope of Work herein. The CONSULTANT and COUNTY's Project Manager will mutually agree upon what direction to pursue before any additional work is undertaken for that specific assignment. If additional services are required, then a new scope of work and estimate will be prepared. The CONSULTANT shall not continue work until a written notice to proceed for the agreed upon services is given.

V.C. Relationship with Others

The CONSULTANT will cooperate fully with the COUNTY with municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the COUNTY. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the COUNTY. The CONSULTANT will also cooperate fully with the COUNTY and other agencies on adjacent projects.

V.D. The Professional services provided by the CONSULTANT under this AGREEMENT will be performed, findings obtained, and recommendations prepared in accordance with generally accepted industry principles and practices.

V.E. All work shall be administered and performed in accordance with Federal-Aid Highway Program Manual Volume 1, Chapter 7, Section 2 and the relevant parts of North Carolina Administrative Code and General Statutes.

V.F. ADDITIONAL PROVISIONS

V.F.1. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this

contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

V.F.2. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT will provide to the COUNTY a valid and current Certificate of Professional Liability Insurance for a minimum of \$1,000,000 prior to the execution of this AGREEMENT, unless waived in writing by the contracting officer.

Pursuant to N.C.G.S. § 97-19, ANY CONSULTANT of the COUNTY is required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for a self-insured CONSULTANT, stating that it has complied with N.C.G.S. § 97-93, irrespective of whether the CONSULTANT has regularly in service fewer than three employees in the same business within the State of North Carolina, and each CONSULTANT shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the CONSULTANT.

V.F.3. DESIGN

Unless covered elsewhere in this AGREEMENT, design standards are to be as furnished by the COUNTY.

V.F.4. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, computations, and maps and other data prepared or obtained under the terms of the contract shall be delivered to and become the property of the COUNTY without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the COUNTY, such alteration or reuse shall be at the COUNTY'S sole risk. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas

incorporated therein for preparation of construction plans. These items could become the property of the COUNTY, if the COUNTY so elects.

V.F.5. CHANGES IN WORK

All changes in the work will be included in supplemental agreements, which will be executed prior to beginning of such supplemental work. The supplemental work will be approved by the COUNTY prior to doing the work.

V.F.6. DELAYS AND EXTENSIONS

Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.F.7. TERMINATION OR ABANDONMENT

The COUNTY may terminate this Agreement for any reason, or for no reason, whatsoever upon thirty days written notice to the CONSULTANT. In such an event, the COUNTY will furnish thirty (30) days written notice thereof to the CONSULTANT. CONSULTANT shall immediately terminate work upon receipt, however, CONSULTANT shall also bring to a reasonable stage of completion those items whose value would be otherwise lost without such necessary further work, as may be directed by the COUNTY, and will turn over to the COUNTY all data, environmental documents, technical reports, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination, the fee to be paid the CONSULTANT will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work which was to have been performed, less prior partial payments which have been made and also pursuant to an accounting by the COUNTY and upon approval of the Contract Administrator.

V.F.8. DISPUTES

Mediation

1. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition

precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the HENDERSON County Bar Association shall name a mediator to hear the matter.

2. The parties shall equally share the mediator's fee. The mediation shall be held in Hendersonville at a location designated by the mediator selected to hear the matter.

Governing Law

This Agreement shall be governed by the laws of the State of North Carolina and should any claim or dispute arise between the Parties that cannot be resolved amicably, then any action to enforce or interpret its terms shall be brought in the General Court of Justice of HENDERSON County, North Carolina which shall have venue and jurisdiction over the subject matter and the Parties. All rights and remedies of County under this Agreement shall be cumulative, and none shall exclude any other rights or remedies allowed by law or by equity. The Parties hereby agree that this paragraph establishes exclusive and sole venue and jurisdiction for any legal proceeding in HENDERSON County, North Carolina.

V.F.9. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT will comply with all laws, ordinances and regulations, Federal, State and local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2 (Falsifying Highway Inspection Reports).

1. Selection of Labor

During the performance of this AGREEMENT, the CONSULTANT will not discriminate against labor from any other COUNTY, possession, or territory of the United States.

2. Employment Practices

During the performance of this AGREEMENT, the CONSULTANT agrees to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national

origin, sex, age, handicap and/or disability. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, age, handicap or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, sex, age, handicap and/or disability.
- c. The CONSULTANT will send to each labor union or representative of workers with which the CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided by the COUNTY, advising the labor union or workers' representatives of the CONSULTANT'S commitments under this AGREEMENT and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The CONSULTANT will comply with all provisions of U.S. Presidential Executive Order No. 11246 as amended by Executive Order 11375, and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60).
- e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 as amended by Executive Order 11375, and other Orders, and as supplemented in U.S. Department of Labor regulations (41 CFR

Chapter 60), and will permit access to his books, records, and accounts by the U.S. Secretary of Labor or Labor Officials for purposes of investigations to ascertain compliance with such rules, regulations and orders.

- f. In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of rules, regulations, or orders referenced hereinabove this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further Government contracts or Federally-assisted construction agreements in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375 and other Orders and as supplemented in U.S. Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned U.S. Presidential Executive Order and regulations or as otherwise provided by law.
- g. The CONSULTANT will include the provisions of the paragraphs under Section V.F.9.2 of this AGREEMENT in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor unless specifically exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of the U.S. Presidential Executive Order No. 11246.

3. Selection of Subconsultant or Subcontractor, Procurements of Material and Leasing of Equipment

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest (herein referred to as the "CONSULTANT") agrees as follows:

a. Compliance with Regulations:

The CONSULTANT will comply with the Regulations of the COUNTY relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (Title

49, Code of Federal Regulations, Part 21 and 23 CFR Part 200 and Part 230, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

b. Nondiscrimination:

The CONSULTANT, with regard to the work performed by them after award and prior to completion of the AGREEMENT work, will not discriminate on the ground of race, religion, creed, color, national origin, sex, age, handicap and/or disability in the selection and retention of subconsultants, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of 49 CFR Part 21.

The CONSULTANT and their subconsultants will not discriminate on the basis of race, religion, creed, color, national origin, sex, age, handicap and/or disability in the performance of this contract. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the COUNTY deems appropriate.

c. Solicitations:

In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of material or leases of equipment, each potential subconsultant, supplier, or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, religion, creed, color, national origin, sex, age, handicap and/or disability.

d. Information and Reports:

The CONSULTANT and subconsultants will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT, subconsultant, or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT will so certify to the COUNTY as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance:

In the event of the CONSULTANT'S, subconsultant's, or Contractor's non-compliance with the nondiscrimination provisions of this AGREEMENT, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
- (2) cancellation, termination or suspension of the CONSULTANT in whole or in part.

f. Incorporation of Provisions:

The CONSULTANT will include the provisions of paragraph V.F.9.3 of this AGREEMENT in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT or subconsultant will take such action with respect to any subcontract, procurement or leases as the COUNTY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONSULTANT become involved in, or

is threatened with litigation with a subconsultant, or lessor as a result of such direction, the CONSULTANT may request the COUNTY to enter into such litigation to protect the interests of the COUNTY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. The CONSULTANT shall advise the COUNTY and United States in writing of such potential or actual litigation. However, the COUNTY and United States are not required to enter into such litigation by law. The CONSULTANT shall be responsible for paying all litigation expenses, including but not limited to attorney's fees and costs, incurred by the COUNTY and United States defending such litigation.

- g. For contracts and subcontracts of amounts in excess of \$100,000.00, the CONSULTANT or subconsultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant will report violations to the grantor agency and to the U.S. Environmental Protection Agency, U.S. Assistant Administrator for Enforcement.

4. Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT will comply with the following Standard DOT Title VI and 49 CFR Part 21.7 Assurances:

The North Carolina Department of Transportation (hereinafter referred to as the "Recipient") hereby agrees to comply with the following Federal statutes, U.S. Department of Transportation and Federal Highway Administration Regulations, and the policies and procedures promulgated by the Federal Highway Administration, as a condition to receipt of Federal funds.

a. Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, as amended, provides that no person on the ground of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds – whether schools and colleges, government entities, or private employers – must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds.

Nondiscrimination programs require that Federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not. If a unit of State or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered. Corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 2720.6, September 2, 1992).

b. Assurances, 49 CFR Part 21.7

The North Carolina Department of Transportation, hereby gives assurances: That no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

c. Standard DOT Title VI Assurances

The CONSULTANT or subconsultant will comply with the Standard DOT Title VI Assurances which

are attached to this AGREEMENT (see ATTACHMENT A).

V.F.10. DISADVANTAGED BUSINESS ENTERPRISE

(a) Policy

It is the policy of the North Carolina Department of Transportation that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The Department is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

(b) Obligation

In compliance with *Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26*, the CONSULTANT and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the North Carolina Department of Transportation deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or

the removal of other entities from the approved subconsultants list. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the CONSULTANT has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the North Carolina Department of Transportation. A copy of the Form DBE-IS may be found on the NCDOT website.

V.F.11. SMALL PROFESSIONAL SERVICES FIRM

(a) Program

The Small Professional Services Firm (SPSF) Program was developed to provide consultant opportunities for firms that meet the eligibility criteria to compete against other consultant firms that are comparably positioned in their industries. The North Carolina Department of Transportation is committed to providing contractual opportunities to qualified firms and believes that the total quality of a professional or specialized services team is enhanced by the inclusion of qualified subconsultants.

The SPSF program is a race, ethnic, and gender-neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source.

Participation credit cannot be counted unless the firm is certified as a SPSF at the time a letter of interest is submitted for the proposed work.

A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women's Business Enterprise (WBE) may automatically be certified, based on North American Industrial Classification System (NAICS) code classification, as an

SPSF and does not need to obtain further SPSF certification.

(b) Replacement of SPSF contractors

The Prime Consultant must not terminate a SPSF listed in the Consultant's Letter of Interest, See Section I.B., for convenience and then perform the work of the terminated subcontract with its own forces, or those of an affiliate, without the Department's prior written consent.

When a SPSF subconsultant is terminated or fails to complete its work on the contract for any reason, the Department encourages the Prime Consultant to make an earnest effort to find another SPSF subconsultant to substitute for the original SPSF. These efforts shall be directed at finding another SPSF to perform at least the same amount of work under the contract as the SPSF that was terminated.

(c) Counting SPSF Participation toward meeting the proposed SPSF Utilization

If a Firm is determined to be an eligible SPSF Firm and certified by the Department, the total dollar value of the participation by the SPSF will be counted toward the utilization. The total dollar value of participation by a certified SPSF will be based upon the value of work actually performed by the SPSF and the actual payments to SPSF Firms by the Consultant.

V.F.12. SUBLETTING, ASSIGNMENT, OR TRANSFERS

There shall be no assignment, subletting or transfer of the interest of the CONSULTANT in any of the work covered by the AGREEMENT without the written consent of the COUNTY, except that the CONSULTANT may, with prior notification of such action to the COUNTY, sublet property searches and related services without further approval of the COUNTY.

V.F.13. CONSULTANT'S ENDORSEMENT OF PLANS, ETC.

The CONSULTANT will sign, and professional seal all environmental documents, reports, surveys, computations,

maps, plans, specifications, estimates, and engineering data furnished by it.

V.F.14. CONTROL OF WORK

All work by the CONSULTANT or subconsultant is to be done in a manner satisfactory to the COUNTY and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation and in conformity with the Standards adopted by the American Association of State Highway Transportation Officials (AASHTO), and approved by the Secretary of Transportation as provided in Title 23, U. S. Code, Section 109(b). The decision of the COUNTY is to control in all questions regarding location, type of design, dimension of design, and similar questions.

V.F.15. APPROVAL OF PERSONNEL

The COUNTY shall have the right to approve or reject the CONSULTANT's or subconsultant's project manager, project engineer, design engineer, technicians, and other technical or supervisory personnel assigned to a project.

In the event of engagement, the CONSULTANT or their subconsultant shall restrict such person or persons from working on any of the CONSULTANT'S contracted projects in which the person or persons were formerly involved while employed by the COUNTY. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the planning, environmental and/or engineering agreement;
- Defining the scope of the contracted work;
- Selection of the CONSULTANT for service;
- Negotiation of the cost of the CONSULTANT'S services (including calculating work days or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary of Transportation and approved by the Board of Transportation.

Failure to comply with the terms stated above shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

V.F.16. GIFTS AND FAVORS

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

V.F.17. CONFLICT OF INTEREST

The CONSULTANT does hereby certify that they have not entered into and, during the lifetime of the AGREEMENT, will not enter into any agreement with a third-party affording the CONSULTANT, or any Subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this AGREEMENT.

Pursuant to N.C.G.S. § 133-1, the CONSULTANT will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest. Pursuant to N.C.G.S. § 133-2, the CONSULTANT will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.

The CONSULTANT does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the COUNTY.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by the COUNTY this 7th day of March, 2022

SEAL:

COUNTY OF HENDERSON

By:

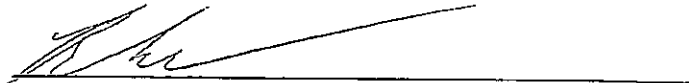


EXECUTED BY the CONSULTANT this 22th day of February, 2022.

SEAL:

FIRM NAME: Vaughn & Melton Consulting Engineers, Inc.

By:



Title: Regional Vice President

Attests By:



Title: Office Leader

CERTIFICATION OF CONSULTANT

Reece Schuler, PE, PLS, being duly sworn, certify that I am the Vice-President and duly authorized representative of Vaughn & Melton Consulting Engineers, Inc., whose address is 1800-E Associates Lane Charlotte, NC 28217 and that neither I nor the above firm I represent or any of its principals:

- (a) has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this agreement;
- (b) has agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the agreement;
- (d) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (e) has within a three-year period preceding this agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- (f) is presently indicted for or otherwise criminally or civilly charged by governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e. of this certification; and
- (g) has within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

except as here expressly stated (if any):

I acknowledge that this certification is executed according to EXHIBIT A, which is also a part of this agreement, and that if future certifications are required of subconsultants and suppliers, under US DOT Order 4200.5E and 2 CFR Part 180, I shall obtain them.

I acknowledge that this certificate is to be furnished to the North Carolina Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this agreement and is subject to applicable State and Federal laws, both criminal and civil.

2/21/22
(Date)

Nioma Lawson
(Signature)

Subscribed and sworn to before me this the 21st day of February, 2022

Nioma Lawson
Notary

My Commission Expires: 12/03/2023

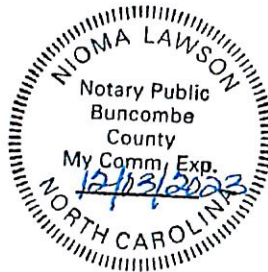


EXHIBIT A

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

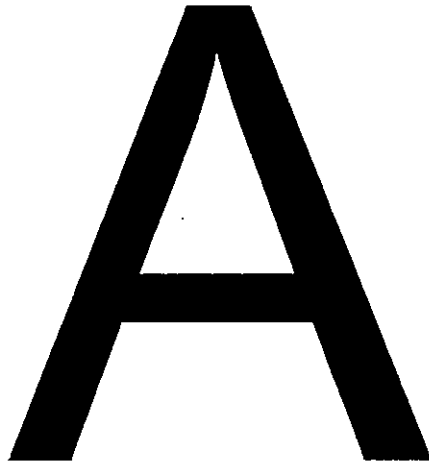
Instructions for Certification

1. By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

ATTACHMENT A

TITLE VI ASSURANCES (WITH APPENDIX)



Standard DOT Title VI Assurances

The North Carolina Department of Transportation (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the US Department of Transportation it will comply with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal-Aid Highway Program:

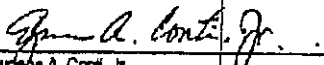
1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23 (b) and 21.23 (e) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-Aid Highway Program and, in adapted form in all proposals for negotiated agreements:

The (State highway department) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal-Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal-Aid Highway program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.



Eugene A. Conti, Jr.
Secretary, NC Department of Transportation

3/22/2010

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, age, sex, color, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the North Carolina Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the North Carolina Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the North Carolina Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the North Carolina Department of Transportation to enter into such litigation to protect the interests of the North Carolina Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT B

CONSULTANT & SUBCONSULTANTS (IF APPLICABLE) APPROVED ESTIMATE

B

OVERALL SUMMARY

Version: 2021.(12.02).RJS.LEP

TIP NUMBER:
 WBS NUMBER(s):
 Note 1: Populates from "Acct Initiation Request" worksheet tab.
 Note 2: Firm team, fill out WBS Number(s) section only on this "Acct Initiation Request" worksheet tab.
 Note 3: DOT team, the Project Manager fills out the entire "Acct Initiation Request" worksheet tab.
 COUNTY:
 TASK ORDER NUMBER (if applicable):
 FA NUMBER (if applicable):
 ESTIMATE SUBMITTAL NUMBER:
 (Version Control-if needed) (Ex. InitialV2 (initial estimate version 2))
 OTHER PROJECT IDENTIFIER INFORMATION:
 (if needed)
 DESCRIPTION:
 (List the project parameters;
 where the project starts and stops)
 DISCIPLINE USED:
 (List each discipline that will
 be involved in this project)

BL-0007

49482.1.1

Henderson

1

1413020

InitialV2

**1ST STEP FOR FINAL ESTIMATE
(SEE BELOW)**

READY TO COMPLETE FINAL ESTIMATE?
 ENTER A '1' IF YES ---->

THEN CLICK THE BUTTON TO THE RIGHT

Ecusta Rail to Trail from Kanuga Road in Hendersonville to Brevard Road (US 64) in Horse Shoe

Location Surveys : Geotechnical : PDEA-Planning : PDEA-Planning and Design-Hydraulics : PDEA-Planning-Congestion Management : PDEA-NES : PDEA-HES-Public Involvement : PDEA-Other : Bicycle and Pedestrian :

DISCIPLINE	ITEM	INITIAL			FINAL		
		MD	COST	COST/MANDAY	MD	COST	COST/MANDAY
Location Surveys		163,063	\$ 102,116.73	\$ 626.24			
	Direct Costs		\$ 21,087.56				
Geotechnical	(Boring and Lab)	34,500	\$ 29,811.09	\$ 858.29			
	Foundations		\$ 4,825.00				
PDEA-Planning		25,375	\$ 37,656.29	\$ 1,483.99			
	Direct Costs		\$ 309.84				
PDEA-Planning and Design-Hydraulics		27,563	\$ 27,057.70	\$ 981.69			
	Direct Costs		\$ 92.80				
PDEA-Planning-Congestion Management		33,000	\$ 36,158.27	\$ 1,095.71			
	Direct Costs		\$ 2,545.60				
PDEA-NES		83,000	\$ 37,581.23	\$ 596.53			
	Direct Costs		\$ 273.60				
PDEA-HES-Public Involvement		19,750	\$ 17,423.58	\$ 882.21			
	Direct Costs		\$ 426.36				
PDEA-Other		39,000	\$ 28,059.39	\$ 719.47			
	Direct Costs		\$ 342.00				
Bicycle and Pedestrian		17,625	\$ 18,294.28	\$ 1,037.97			
	Direct Costs		\$ 270.00				
PDEA-Planning--SUB1		9,250	\$ 11,859.78	\$ 1,292.95			
	Direct Costs		\$				
PDEA-HES-Public Involvement--SUB1		8,750	\$ 8,800.00	\$ 1,005.71			
	Direct Costs		\$				
PDEA-Other--SUB1		5,250	\$ 5,893.57	\$ 1,122.58			
	Direct Costs		\$ 68.40				
PDEA-Other--SUB2		4,250	\$ 3,570.00	\$ 840.00			
	Direct Costs		\$ 33.60				
Bicycle and Pedestrian--SUB1		35,250	\$ 27,814.72	\$ 789.07			
	Direct Costs		\$ 319.70				
Bicycle and Pedestrian--SUB2		27,750	\$ 25,060.00	\$ 903.06			
	Direct Costs		\$				
Grand Total - All Disciplines		513,375	\$ 447,651.09		0.000	\$	

Labor, Overhead & Fee

MANAGING DOT UNIT: Division 14

ENGINEERING FIRM: Vaughn & Melton

ENGINEERING FIRM CONTRACT NUMBER: _____ CONTRACT TYPE: Stand Alone Purchase Order PAYMENT TYPE: COST PLUS

SCOPE/MANDAY ESTIMATE PREPARED BY: Joel Setzer, PE DATE: January 31, 2022

SCOPE/MANDAY ESTIMATE APPROVED BY: Reece Schuler, PE, PLS DATE: January 31, 2022

REASON FOR SUPPLEMENTAL:
 (If this is a supplemental to the original Scope of Services, state reason for supplemental.)

PO NUMBER (if Available): _____ SUPPLEMENTAL NUMBER (if Applicable): _____



BOARD OF COMMISSIONER ENACTMENT 2022- 31

RESOLUTION OF CONSISTENCY WITH THE COUNTY COMPREHENSIVE PLAN

WHEREAS, pursuant to N.C. General Statute §160D, Article 1, the Henderson County Board of Commissioners exercises regulations relating to development within the County's jurisdiction; and

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

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

WHEREAS, the Planning Director and Planning Board provided recommendations regarding the proposed zoning map amendment with case #R-2021-03; and

WHEREAS, pursuant to N.C. General Statute §160D-601, the Planning Director provided the prescribed public notice and the Board held the required public hearing on March 7, 2022; and

WHEREAS, N.C. General Statute §160D-605 requires the Board to adopt a statement of consistency with the County Comprehensive Plan (CCP); and

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

1. That the Board reviewed the proposed map amendment (#R-2021-03 Laughter) and finds that it is reasonable, in the public interest and it is consistent with the CCP and the Growth Management Strategy located therein; and
2. That the Board determines that the proposed map amendment provides for the sound administration of the LDC while balancing property rights and promoting reasonable growth within the County; and
3. That this Resolution shall be retained in the Office of the Clerk to the Board of Commissioners.

THIS the 7th day of March 2022.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 

WILLIAM LAPSLEY, Chairman

ATTEST:


Denisa Lauffer, Clerk to the Board

[COUNTY SEAL]

