

## MINUTES

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
MONDAY, MAY 2, 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 J. Michael 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, Sheriff Lowell Griffin, Emergency Management/Rescue Coordinator Jimmy Brissie, Budget Analyst Jennifer Miranda, Planning Director Autumn Radcliff, Register of Deeds Lee King, DSS Director Jerri McFalls, IT Director Mark Seelenbacher, Health Department Director Steve Smith, Environmental Health Supervisor Seth Swift, Human Resources Director Karen Ensley, Building Services Director Crystal Lyda, Parks and Recreation Director Carleen Dixon, Cooperative Extension Director Terry Kelley, Assistant Engineer Deb Johnston, and PIO Kathy Finotti – videotaping, Deputies John Ashe and Chris Barber provided security.

### **CALL TO ORDER/WELCOME**

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

### **INVOCATION**

Commissioner Andreotta provided the invocation.

### **PLEDGE OF ALLEGIANCE**

Emory Blanton with the Dana Wildcats 4-H Club led the Pledge of Allegiance to the American Flag.

### **RESOLUTIONS AND RECOGNITIONS**

#### **2022.47 Proclamation – Mental Health Awareness Month -May 2022**

The Henderson County Board of Commissioners requested to proclaim May as Mental Health Month.

#### **Proclamation**

#### **Mental Health Awareness Month – May 2022**

**WHEREAS,** Mental Health Awareness Month is part of a nationwide effort to raise awareness of mental health illnesses, reduce the stigma and discrimination surrounding mental health, increase awareness of tools and resources to prevent such challenges and promote recovery; and

**WHEREAS,** mental health is essential to everyone's overall health, safety, and well-being; and

**WHEREAS,** all Americans experience times of difficulty and stress in their lives; and

**WHEREAS,** mental illnesses are real and prevalent in our nation, state, and community, and nearly one in five Americans live with a mental health condition; and

**WHEREAS,** mental health has been identified as a priority in Henderson County’s 2021 Community Health Assessment and by the Henderson County Partnership for Health; and

**WHEREAS,** those living with mental health conditions are family, friends, classmates, neighbors, and coworkers, and addressing the complex mental health needs of our citizens and families today is fundamental to the future of Henderson County; and

**WHEREAS,** prevention is an effective way to reduce the burden of mental illnesses; and

**WHEREAS,** there is a strong body of research that supports specific tools that all Americans can use to better handle challenges and protect their health and well-being; and

**WHEREAS,** with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

**WHEREAS,** each business, school, government agency, healthcare provider, organization, and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts.

**NOW, THEREFORE, BE IT PROCLAIMED** we, the Henderson County Board of Commissioners, do hereby proclaim May 2022 as Mental Health Awareness Month in Henderson County. As the governing body for Henderson County, North Carolina, we call upon the citizens, government agencies, public and private institutions, businesses, and schools in Henderson County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages, and to ensure that our community members who are struggling know they are not alone.

Adopted this 2nd day of May 2022.

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

**INFORMAL PUBLIC COMMENTS**

1. Dennis Justice voiced his opposition to PARTF and building additional soccer fields.
2. Eddie Corn spoke in support of keeping the Berkley Park athletic fields and preserving the history of Balfour.
3. Daniel Joines spoke in support of the County building a soccer complex.
4. Lucy Butler Spoke in support of a library for the Town of Fletcher.
5. Leigh Paschke spoke in support of the County building a soccer complex.

**DISCUSSION/ADJUSTMENT OF AGENDA**

Commissioner Edney added an additional offer to purchase to Discussion item B – Offer to Purchase Tax Foreclosed Property, and Chairman Lapsley added additional item Q – Budget Amendment JCPC.

*Chairman Lapsley made the motion to approve the consent agenda with the revisions discussed. All voted in favor, and the motion carried 5-0.*

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**CONSENT AGENDA consisted of the following:**

**Approval of Minutes**

Draft minutes were presented for Board review and approval of the following meeting(s):  
 April 20, 2022 - Regularly Scheduled Meeting

Motion:

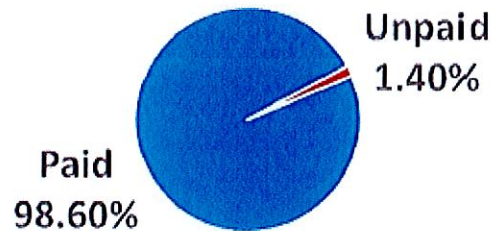
*I move the Board approve the minutes of April 20, 2022.*

**Tax Collector’s Report**

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

**Henderson County Annual Bills (Real and Personal Property):**

<b>2021 Beginning Charge:</b>	<b>\$88,218,513.92</b>
Discoveries & Imm. Irreg.:	\$1,341,302.75
Releases & Refunds:	<b>(\$1,130,876.51)</b>
<u>Net Charge:</u>	<u>\$88,428,940.16</u>
Unpaid Taxes:	\$1,242,010.66
<b>Amount Collected:</b>	<b>\$87,186,929.50</b>



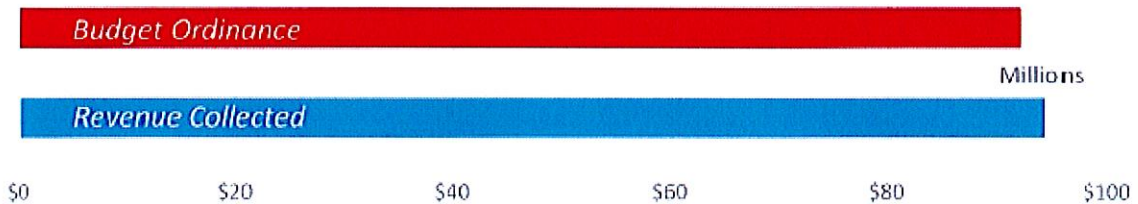
**Henderson County Registered Motor Vehicles (As Collected by NC DMV):**

Net Charge:	\$6,311,297.45
Unpaid Taxes:	\$13,556.84
<b>Amount Collected:</b>	<b>\$6,297,740.61</b>

**99.79%**

**Henderson County FY22 Budget Analysis:**

	<u>Budget Ordinance</u>		<u>Revenue Collected</u>
Ad Valorem:	\$91,127,728.00	Ad Valorem:	\$93,484,670.11
Prior Years:	\$980,000.00	Prior Years:	\$817,200.62
<b>Budget Total:</b>	<b>\$92,107,728.00</b>	<b>YTD Revenue:</b>	<b>\$94,301,870.73</b>



**2022.48 Pending Releases and Refunds**

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

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

<b>Type:</b>	<b>Amount:</b>
Total Taxes Released from the Charge	\$ 698.63
Total Refunds as a result of the Above Releases	\$ 198.95

Motion:

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

**County Financial Report/Cash Balance Report – March 2022**

The March 2022 County Financial and Cash Balance reports were attached for the Board’s review and approval.

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

- Dues/Non-Profits – payment of 3<sup>rd</sup> quarter Board appropriations
- Emergency Management –the timing of Board approved purchases
- Wellness – the timing of payment for board approved contracted services and medical supplies and equipment
- Agri-business – excess operating expenditures to be covered by membership fees
- Juvenile Justice – the timing of provider appropriations
- Public Education – payment of 9<sup>th</sup> of the 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 Miscellaneous Other Governmental Activities Fund are due to the timing of Improvement Guarantees Payout during the current fiscal year that was deposited in a prior fiscal year.

Motion:

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

**Henderson County Public Schools Financial Reports – March 2022**

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

Motion:

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

**Innovative Approaches Grant**

The Henderson County Department of Public Health is now completing the 3<sup>rd</sup> year of an initial Innovative Approaches grant cycle, which has served children and youth with special health care needs and their families. The policy and system-level improvements promulgated with the grant investments have been guided by parent and stakeholder input to address the needs and priorities. The Department of Public Health has the opportunity to continue the grant for another three years with expanded funding and the agreement to foster a similar independent project within Polk County. The Henderson County Board of Health reviewed the deliverables and successes of the program at their April 12, 2022, meeting and endorsed

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continuance with the grant effort subject to the Commissioners’ approval. No local funding is required for the execution of the grant.

The request was for the Henderson County Board of Commissioners to approve receipt of the grant funds for the deliverables delineated in the agreement addendum.

Motion:

*I move the board accept the grant funds provided to continue the Innovative Approaches project.*

**American Rescue Plan – Approved Projects Update**

The American Rescue Plan approved projects update as of March 31, 2022, was attached for the Board’s review and approval. The update included all approved projects to be funded by American Rescue Plan funds, with the amount of funds currently encumbered. Amounts expended and encumbered have been reported to the US Department of the Treasury via State and Local Government Fiscal Recovery Funds Compliance Reports for Quarter 1 2022.

**AMERICAN RESCUE PLAN**

Funding Plan - Approved Projects

**\$22,806,876**

MARCH 31, 2022

ARP Project #	Project Description	ARP Eligibility (Expenditure Category)	State Eligibility	PLAN		ACTUAL	
				Standard Allowance	ARP Eligible	Expenses	Encumbrances
				\$ 10,000,000	\$ 12,806,876	\$	\$ 22,806,876
9031	Infusion Therapy - Pardee (8.18.21)	1.6 - Medical Expenses	\$ 153A-449		\$ 250,000	\$ -	\$ 250,000
9032	Infusion Therapy - Advent Health (9.15.21)	1.6 - Medical Expenses	\$ 153A-449		\$ 250,000	\$ -	\$ 250,000
xx	Broadband GREAT Grant Funding (3.22.22)	5.17 - Broadband, Other Projects	\$ 153A-459		\$ 1,000,000	\$ -	\$ -
<b>TOTAL</b>				\$ -	\$ 1,500,000	\$ -	\$ 500,000
<b>REMAINING BALANCE</b>				\$ 10,000,000	\$ 11,306,876	\$	\$ 22,306,876

Motion:

*I move that the Board of Commissioners approve the March 31, 2022, American Rescue Plan approved projects as presented.*

**2022.49 Budget Amendment – VFW Architect Services**

The Board was requested to approve a Budget Amendment, transferring \$212,000 from the COVID-19 Fund to the Capital Projects Fund. These monies will be used to fund Board approved architecture services for the VFW building project.

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Motion:

*I move the Board approve the budget amendment as presented, transferring funds from the COVID-19 Fund to the Capital Projects Fund.*

### **Project Position – Human Resources**

The Board was requested to approve the addition of a temporary project position in the Human Resources Department, effective May 8, 2022, through not later than June 30, 2022. The addition of the position will allow the Department to hire a replacement for a position that will be retiring at the end of June 2022 and provide a training period for the new employee. The project position will be temporary and will be eliminated upon the current employee's retirement.

Motion:

*I move the Board approve the temporary project position, effective May 8, 2022, through the current employee's retirement date, but no later than June 30, 2022.*

### **2022.50 Hola Carolina Arts Lease Renewal**

In October 2019, the Board approved a lease with Hola Community Arts to utilize office space in the Jackson Park House. Hola has completed all interior upgrades/renovations to the building that were agreed to and has worked closely with the Parks and Recreation staff. They have translated several documents for Parks and Recreation and placed full-page marketing in the Hola Carolina Magazine as a part of the agreement; they have offered support on their social media platforms to promote Parks and Recreation Programs and Events.

Hola Carolina has requested a lease renewal as instructed per their agreement with Henderson County. The agreement allows the lease to be renewed up to four times, each time subject to the Board of Commissioners' approval. The Department of Parks and Recreation supports this request as the first three lease terms have been a positive experience for all.

Motion:

*I move the Henderson County Board of Commissioners approve the proposed lease renewal as presented.*

### **2022.51 Set Public Hearing – Project 40**

A request for economic development incentives was received regarding the economic development matter "Project 40". The Board was requested to set the Public Hearing for 9:30 a.m. on Wednesday, May 18, 2022.

Motion:

*I move that the Board set and give notice of a public hearing regarding the economic development matter "Project 40", with the hearing to take place at 9:30 a.m. on May 18, 2022.*

### **2022.52 Agreement with Vaughn & Melton Consulting Engineers, Inc. - Henderson County Rail Project from Kanuga Road to Main Street**

With the Board's approval of the reimbursement agreement between Hendersonville for engineering and the Friends of Ecusta for construction of the portion of the Rail Trail from Kanuga Rd. to Main St., staff negotiated a proposed agreement with Vaughn & Melton for \$46,000. The scope of the agreement is to perform the engineering services for the subject project through bidding. The work will be in conjunction with the grant-funded portion of the trail (US64 to Kanuga) previously approved but under a separate

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agreement. The selection process for this agreement was waived because it is under the \$50,000 threshold. However, Vaughn & Melton was selected for the grant-funded portion currently under contract.

The construction of this portion will be funded by the Friends of the Ecusta Trail with a budget of \$600,000. This portion of the trail will be bid with the grant-funded portion.

Motion:

*I move that the Board authorize the County Engineer to execute the proposed agreement with Vaughn & Melton, Inc. for \$46,000.*

**2022.53 Updated Lease – Forge Mountain Site**

Henderson County Emergency Services maintains five mountaintop transmitter sites for the installation of the County’s emergency communications system. These sites are located on property that the County leases for the installation of towers, buildings, and equipment. One of these sites is the Forge Mountain Transmitter site. At the board’s direction, staff has worked with the property owner to modify the lease to allow the co-location of commercial cellular telephone carriers. The lease allows this provision of additional service utilizing the leased property.

Motion:

*I move to approve the attached lease between Henderson County and Darryl Fullam & Carla Fullam and authorize the County Manager to sign the lease on behalf of Henderson County.*

**Parks and Recreation Trust Fund Grant (PARTF)**

In recent years staff has been working closely with the Etowah Lions Club, the Friends of Etowah Park, and the Etowah Regional HOA’s Group to discuss Etowah Park. These groups have conducted a survey, met with community leaders, and hosted numerous meetings to identify priorities and needs in Etowah Park. After identifying priorities, these groups have been asking staff, “How can we work to make these improvements happen now?”

The staff has reviewed the current needs in all Henderson County parks and feels that the priorities that have been laid out for Etowah Park would be an excellent fit for the PARTF grant. The Parks and Recreation Trust Fund Grant process for 2022 has been released, and applications are due May 2, 2022. Awards for the grant will be announced in August or September of 2022. Once a contract is entered for a PARTF grant, the awardee has three years to complete the project and fund the match. The PARTF Grant is a dollar-to-dollar match, and it is one of the only grants available to fund recreational amenities at this level.

Motion:

*I move that the Henderson County Board of Commissioners authorize staff to submit the Parks and Recreation Trust Fund Grant for improvements as detailed for Etowah Park.*

**Petition for Addition to State Road System**

Staff received a petition to add a portion of Vine Road to the state road system. It has been the practice of this Board to accept road petitions and forward them to the 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.

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

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Motion:

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

**ABC Permit Comment Request**

Patel has requested the Board’s comment on an ABC permit application for premises located at 2104 Kanuga Road. There is currently a permit associated with this address, but there is a change in ownership of the business, so a new permit is sought.

Motion:

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

**2022.54 Juvenile Crime Prevention Council – County Funding Plan Reallocation (Add On)**

As part of their annual funding allocations, Juvenile Crime Prevention Council (JCPC) provides funding for local juvenile crime prevention programs. Following a budget revision from a funded provider, JCPC recommends the following funding level adjustments for the remainder of FY2022 :

- |  |           |
|--|-----------|
| 1) Boys and Girls Club of Henderson County | \$1,480   |
| 2) Blue Ridge Literacy Council             | \$1,480   |
| 3) The Mediation Center                    | (\$2,960) |

This recommended adjustment does not revise the total JCPC funding from the North Carolina Department of Public Safety.

Motion:

*I move the Board approve the updated County Funding Plan to reallocate JCPC funds between providers.*

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

**DISCUSSION**

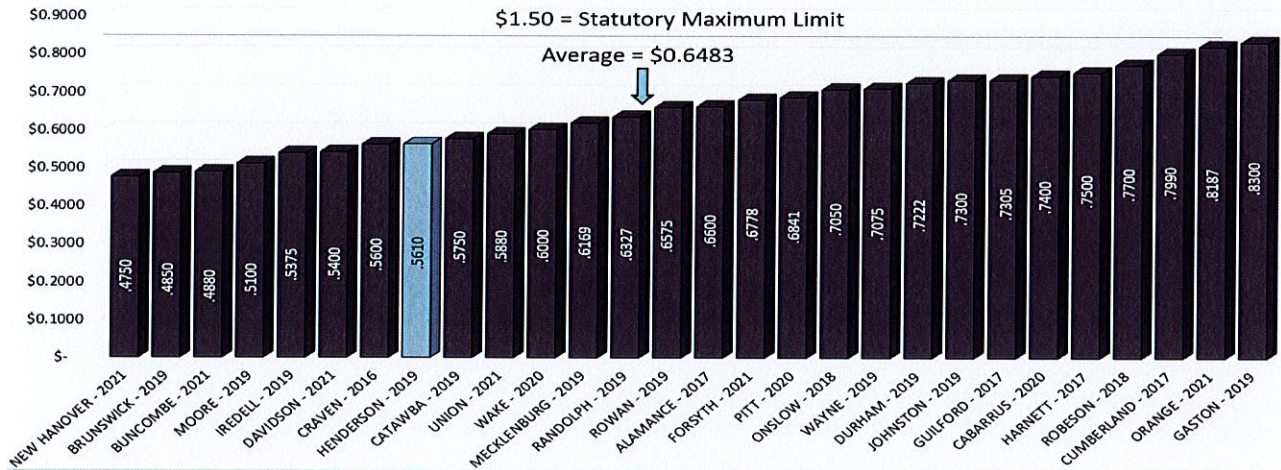
**2022. 55 County Manager’s FY2022-2023 Recommended Budget**

County Manager John Mitchell presented his FY 2022-2023 recommended budget. He noted the Board had met in January to discuss emerging issues and priorities. In addition, there is a Budget Workshop scheduled for Wednesday, May 18, 2022, and a Public Hearing scheduled for Monday, June 6, 2022.

The Tax Rate remains at \$0.5610 in the proposed budget, and the County will be able to maintain current service levels. The Tax Rate will also remain on a four-year revaluation cycle, with NC holding the number eight position out of the twenty-eight counties with similar populations and characteristics in the State.



## FY 2021-2022 TAX RATE & LAST REVALUATION



### Budget Preparation Framework

- Property Tax remains at \$0.5610
- Sales tax projections reflect actual receipts from FY21
- TRE at 98% = \$1,699,572

### FY 2022-2023 Recommended Budget

FY 2023 Recommended Budget	\$178,365,545
Tax Rate	\$0.5610
Fund Balance Appropriated	\$ 17,961,329

## FY 2022-2023 RECOMMENDED BUDGET

	FY 2022 Adopted	FY 2023 Proposed	Variance
Ad Valorem Taxes	\$92,107,728	\$94,809,608	\$2,701,880
Local Option Sales Taxes	\$28,132,879	\$32,577,783	\$4,444,904
Other Taxes and Licenses	\$1,349,000	\$1,655,000	\$306,000
Unrestricted Intergovernmental Revenue	\$50,000	\$50,000	\$0
Restricted Intergovernmental Revenue	\$15,730,050	\$16,803,643	\$1,073,593
Permits and Fees	\$1,652,020	\$2,090,795	\$438,775
Sales and Services	\$7,541,691	\$8,361,912	\$820,221
Investment Earnings	\$753,000	\$502,500	(\$250,500)
Other Revenues	\$1,493,240	\$1,262,648	(\$230,592)
Transfers from Other Funds	\$2,740,152	\$2,290,327	(\$449,825)
Fund Balance Appropriated	\$15,558,631	\$17,961,329	\$2,402,698
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$167,108,391</b>	<b>\$178,365,545</b>	<b>\$11,257,154</b>

FY23 Proposed Expenditures -	\$178,365,545
FY22 Revised Budget -	<u>\$176,873,882</u>
\$ Variance =	\$ 1,491,663
% Variance =	0.84%

- Full funding of County’s Debt Service obligation of \$19,668,906
  
- Maintains funding to meet current and approved future obligations

## FY 2022-2023 RECOMMENDED BUDGET

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### Funding Priorities

➤ Education	\$60,499,835	34%
➤ Public Safety	\$42,557,494	24%
➤ Human Services	\$35,089,060	20%
	<b>\$138,146,389</b>	<b>78%</b>

Proposed Expenditures	\$178,365,545
Proposed Revenues (Excluding Fund Balance)	<u>\$160,404,216</u>
Variance	\$ 17,961,329

Fund Balance over %12 Policy	\$ 25,773,775
Proposed Fund Balance Appropriation	<u>\$ 17,961,329</u>
	\$ 7,812,446

Chairman Lapsley stated for the record for the last five years of Henderson County’s audit of the county budget; The audited number has shown that the Board added 5.3 million dollars to the unrestricted fund balance. The following year the Board added another 3.5 million dollars; the following year, an additional 2.1 million dollars was added. Two years ago, the Board added 7.4 million to the fund balance, and last

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year 16.9 million was added to the fund balance. In five years, this Board has added 35.2 million dollars to the county’s fund balance.

Chairman Lapsley said that Henderson County is not a private corporation; we are a public entity. Our “business” survives on the taxpayers’ income, and he would submit that the taxpayers are due some relief. He proposes that now is the time to lower the Tax Rate. According to the numbers presented by staff, if the Tax Rate is reduced by two cents, that would lower the 7.8 million to approximately 3.4 million dollars. He believes it is this Board’s obligation to balance the budget, manage it properly, and add to the fund balance yearly but not at the rate of the last several years. In closing Chairman Lapsley asked staff to be prepared to discuss this topic at the upcoming Budget Workshop.

## Debt Service Schedule

Henderson County Public Schools	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Hendersonville High School	\$ 4,750,488	\$ 4,645,288	\$ 4,540,088	\$ 4,434,888	\$ 4,324,688	\$ 4,193,438	\$ 4,062,188	\$ 3,930,938	\$ 3,799,688	\$ 3,668,438
Edneyville Elementary	\$ 2,159,069	\$ 2,098,069	\$ 2,037,069	\$ 1,976,069	\$ 1,915,069	\$ 1,854,069	\$ 1,793,069	\$ 1,732,069	\$ 1,666,069	\$ 1,605,319
2016 Innovative High School	\$ 615,750	\$ 1,576,125	\$ 1,549,313	\$ 1,512,750	\$ 1,464,000	\$ 1,415,250	\$ 1,366,500	\$ 1,317,750	\$ 1,269,000	\$ 1,220,250
2013 Refinancing Bonds	\$ 937,450	\$ 902,151	\$ 866,119	\$ 829,740	\$ 793,031	\$ -	\$ -	\$ -	\$ -	\$ -
2012 Refinancing Bonds	\$ 766,783	\$ 731,069	\$ 698,184	\$ 663,278	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2008 Hillandale/Mills River	\$ 2,027,910	\$ 1,981,006	\$ 1,934,103	\$ 1,887,200	\$ 926,012	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
<b>TOTAL HC PUBLIC SCHOOLS</b>	<b>\$ 11,275,450</b>	<b>\$ 11,951,708</b>	<b>\$ 11,642,876</b>	<b>\$ 11,321,925</b>	<b>\$ 9,440,800</b>	<b>\$ 7,480,757</b>	<b>\$ 7,239,757</b>	<b>\$ 6,998,757</b>	<b>\$ 6,752,757</b>	<b>\$ 6,512,007</b>
Blue Ridge Community College	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Health Sciences Education Center	\$ 661,374	\$ 661,832	\$ 661,373	\$ 662,015	\$ 661,740	\$ 661,782	\$ 660,740	\$ 661,865	\$ 661,048	\$ 660,773
2013 Refinancing Bonds	\$ 962,787	\$ 926,534	\$ 889,528	\$ 852,166	\$ 814,454	\$ -	\$ -	\$ -	\$ -	\$ -
Patton Renovation/New Buildings	\$ 1,811,300	\$ 1,778,900	\$ 1,741,500	\$ 1,698,500	\$ 1,655,500	\$ 1,612,500	\$ 1,569,500	\$ 1,526,500	\$ 1,483,500	\$ 1,440,500
Professional Services	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>TOTAL BRCC</b>	<b>\$ 3,440,461</b>	<b>\$ 3,372,266</b>	<b>\$ 3,297,401</b>	<b>\$ 3,217,681</b>	<b>\$ 3,136,704</b>	<b>\$ 2,279,282</b>	<b>\$ 2,235,240</b>	<b>\$ 2,193,365</b>	<b>\$ 2,149,548</b>	<b>\$ 2,106,273</b>
<b>TOTAL EDUCATION DEBT SERVICE</b>	<b>\$ 14,715,911</b>	<b>\$ 15,323,974</b>	<b>\$ 14,940,277</b>	<b>\$ 14,539,606</b>	<b>\$ 12,577,504</b>	<b>\$ 9,760,039</b>	<b>\$ 9,474,997</b>	<b>\$ 9,192,122</b>	<b>\$ 8,902,305</b>	<b>\$ 8,618,280</b>



# Debt Service Schedule

Henderson County	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Courthouse/Detention Complex	\$ -	\$ -	\$ -	\$ 12,500,000	\$ 12,187,500	\$ 11,875,000	\$ 11,562,500	\$ 11,250,000	\$ 10,937,500	\$ 10,625,000
Emergency Services HQ	\$ 1,038,913	\$ 1,013,713	\$ 988,513	\$ 963,313	\$ 938,113	\$ 912,913	\$ 887,713	\$ 862,513	\$ 837,313	\$ 812,113
2016 GF Linamar Land Purchase	\$ 947,071	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Sciences Education Center	\$ 1,322,747	\$ 1,323,563	\$ 1,322,746	\$ 1,324,030	\$ 1,323,480	\$ 1,323,563	\$ 1,321,480	\$ 1,323,730	\$ 1,322,096	\$ 1,321,546
2013 Refinancing Bonds	\$ 633,413	\$ 609,562	\$ 585,215	\$ 560,635	\$ 535,831	\$ -	\$ -	\$ -	\$ -	\$ -
2012 Refinancing Bonds	\$ 830,682	\$ 791,994	\$ 755,365	\$ 718,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2010 LEC/Court Services	\$ 620,000	\$ 595,000	\$ 572,000	\$ 548,000	\$ 524,000	\$ -	\$ -	\$ -	\$ -	\$ -
Mud Creek Interceptor	\$ 263,217	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
<b>TOTAL COUNTY GOVERNMENT</b>	<b>\$ 5,666,043</b>	<b>\$ 4,344,932</b>	<b>\$ 4,234,839</b>	<b>\$ 16,624,529</b>	<b>\$ 15,512,624</b>	<b>\$ 14,103,876</b>	<b>\$ 13,758,043</b>	<b>\$ 13,416,543</b>	<b>\$ 13,071,159</b>	<b>\$ 12,726,859</b>
<b>TOTAL DEBT SERVICE</b>	<b>\$ 20,381,954</b>	<b>\$ 19,668,906</b>	<b>\$ 19,175,116</b>	<b>\$ 31,164,135</b>	<b>\$ 28,090,128</b>	<b>\$ 23,863,915</b>	<b>\$ 23,233,040</b>	<b>\$ 22,608,665</b>	<b>\$ 21,973,464</b>	<b>\$ 21,345,139</b>
<b>TOTAL ANNUAL DEBT SERVICE CHANGE</b>	<b>\$ 243,567</b>	<b>\$ (713,048)</b>	<b>\$ (493,790)</b>	<b>\$ 11,989,019</b>	<b>\$ (3,074,007)</b>	<b>\$ (4,226,213)</b>	<b>\$ (630,875)</b>	<b>\$ (1,255,250)</b>	<b>\$ (1,259,576)</b>	<b>\$ (1,263,526)</b>
<b>TOTAL CUMULATIVE CHANGE (FROM FY19)</b>	<b>\$ 3,003,375</b>	<b>\$ 2,290,327</b>	<b>\$ 1,796,537</b>	<b>\$ 13,785,556</b>	<b>\$ 10,711,549</b>	<b>\$ 6,485,336</b>	<b>\$ 5,854,461</b>	<b>\$ 4,599,211</b>	<b>\$ 3,339,635</b>	<b>\$ 2,076,109</b>

Vice-Chair McCall asked that the county manager separate the project for the 95 Courthouse and the Detention Center into two separate projects.

## FY 2023 BUDGET PROCESS

- ✓ **May 2, 2022 – Regularly Scheduled Meeting**
  - County Manager’s Recommended Budget Presented to the Board of Commissioners
  - Schedule the Public Hearing for Monday, June 6, 2022
- ✓ **Advertise the Presentation and Publication of the Recommended Budget and June 6<sup>th</sup> Public Hearing**
  - The Budget Publication, Workshop, and Public Hearing will be advertised in the Hendersonville Lightning on May 4<sup>th</sup>
- ✓ **May 18, 2022 – Regularly Scheduled Meeting**
  - FY23 Budget Workshop
- ✓ **June 6, 2022 – Regularly Scheduled Meeting**
  - FY23 Budget Public Hearing
  - FY23 Budget Adoption

In closing, John Mitchell informed the audience that the proposed budget in its entirety would be posted on the county website. He welcomed anyone with questions to reach out to the budget staff.

For Clarity, Chairman Lapsley asked if the proposed budget included a continuation of this Board funding school resource officers. Amy Brantley explained that the school resource officers for the Sheriff’s Department are included in the proposed budget. The proposed budget does not include the \$205,000 that we transfer to the City of Hendersonville.

Chairman Lapsley shared that it was his understanding that the Mills River Town Council is considering eliminating the continuation of the contract between the Sheriff Department and the Town of Mills River for “enhanced law enforcement services.” He directed staff to study the impact this would have on the proposed budget if the contract were not renewed.

The Public Hearing for the FY 2022-2023 Budget was set for Monday, June 6, 2022, at 5:30 pm.

**Offer to Purchase Tax-Foreclosed Property – PIN 9576917061**

Jim Hannen offered to purchase approximately 0.25 acres located on NC Highway 225 in or near the Zirconia area of Hendersonville Township (known as “B.W. Williams Property L022-26”; Henderson County REID 9937319, Henderson County PIN 9576917061). The offer included a purchase price of \$100.00, a deposit toward that price of \$150.00 pursuant to the Board’s policy, plus an additional deposit for advertising fees of \$30.00.



Henderson County obtained its interest in this property via a tax foreclosure sale in 1962. No taxes have been received on the property since that time.

If the Board agrees to provisionally accept this offer, it would be subject to a newspaper advertisement and further subject to a ten-day period for upset bids. Although not required, as a courtesy, it is the custom of the County to also give regular mail notice to adjoining property owners at addresses shown on GIS.

If an upset bid is received, a new advertisement will be placed, and the process continues until the bidding ends. Once done, or if no upset bids are received, the matter will come back before this board for a final decision on the sale.

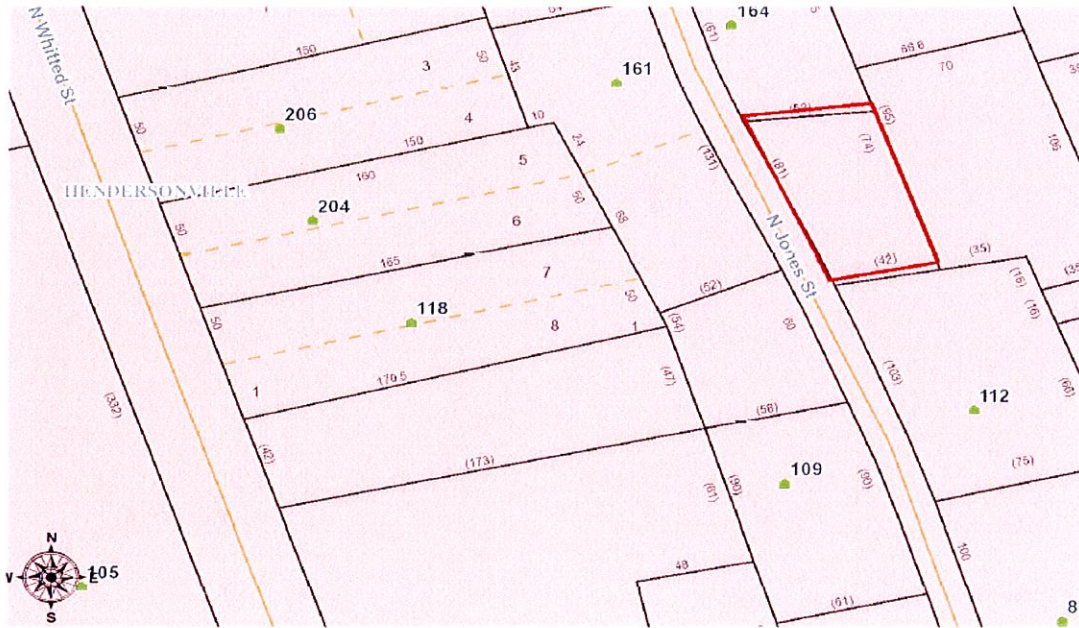
*Commissioner Andreotta made the motion to move forward with the provisional process to purchase a tax-foreclosed property. All voted in favor, and the motion carried 5-0.*



**Offer to Purchase Tax-Foreclosed Property – PIN 9568479041 (Add On)**

*Commissioner Edney stated for the record that he acts as the prospective buyer’s attorney but does not have any interests in this matter, so there was no conflict of interest.*

Todd Sherman has offered to purchase approximately 0.08 acres located on Jones Street in the City of Hendersonville (known as “Jones St” Henderson County REID 9939473, Henderson County PIN 9568479041). The offer included a purchase price of \$1,050.00, a deposit toward that price of \$1,050.00 pursuant to the Board’s policy, plus payment for advertising fees.



Henderson County obtained its interest in this property via a tax foreclosure sale in 1981. No taxes have been received on the property since that time.

If the Board agrees to provisionally accept this offer, it would be subject to a newspaper advertisement and further subject to a ten-day period for upset bids. Although not required, as a courtesy, it is the custom of the County to also give regular mail notice to adjoining property owners at addresses shown on GIS.

If an upset bid is received, a new advertisement will be placed, and the process continues until the bidding ends. Once done, or if no upset bids are received, the matter will come back before this board for a final decision on the sale.

*Commissioner Hill made the motion to move forward with the provisional process to purchase a tax-foreclosed property. All voted in favor, and the motion carried 5-0.*

**Fletcher EMS Substation**

The Board was requested to discuss the concept of a new EMS Station in the Fletcher community. Attached was a preliminary concept for a proposed EMS Station 6. The proposed station would consist of office space, living quarters, and four (4) apparatus bays. The apparatus bays would be constructed in a configuration to house an ambulance or other emergency response vehicles or equipment.

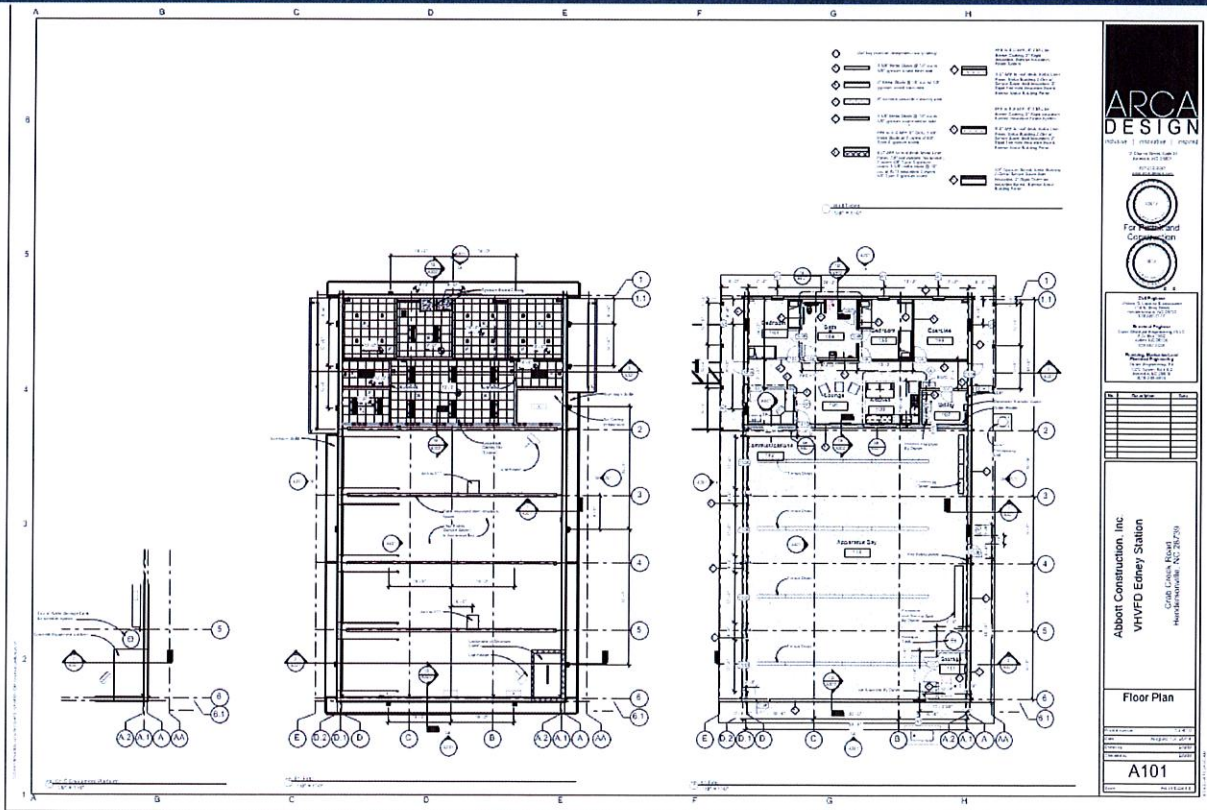


Staff developed a preliminary project estimate for the facility, exclusive of land costs, which is \$3,196,967. This project was ranked as a 4.0 on the ARP priority list for the Standard Allowance portion of the funds, at the original estimated amount of \$3,100,000. Staff will continue to monitor the estimate and adjust as necessary.

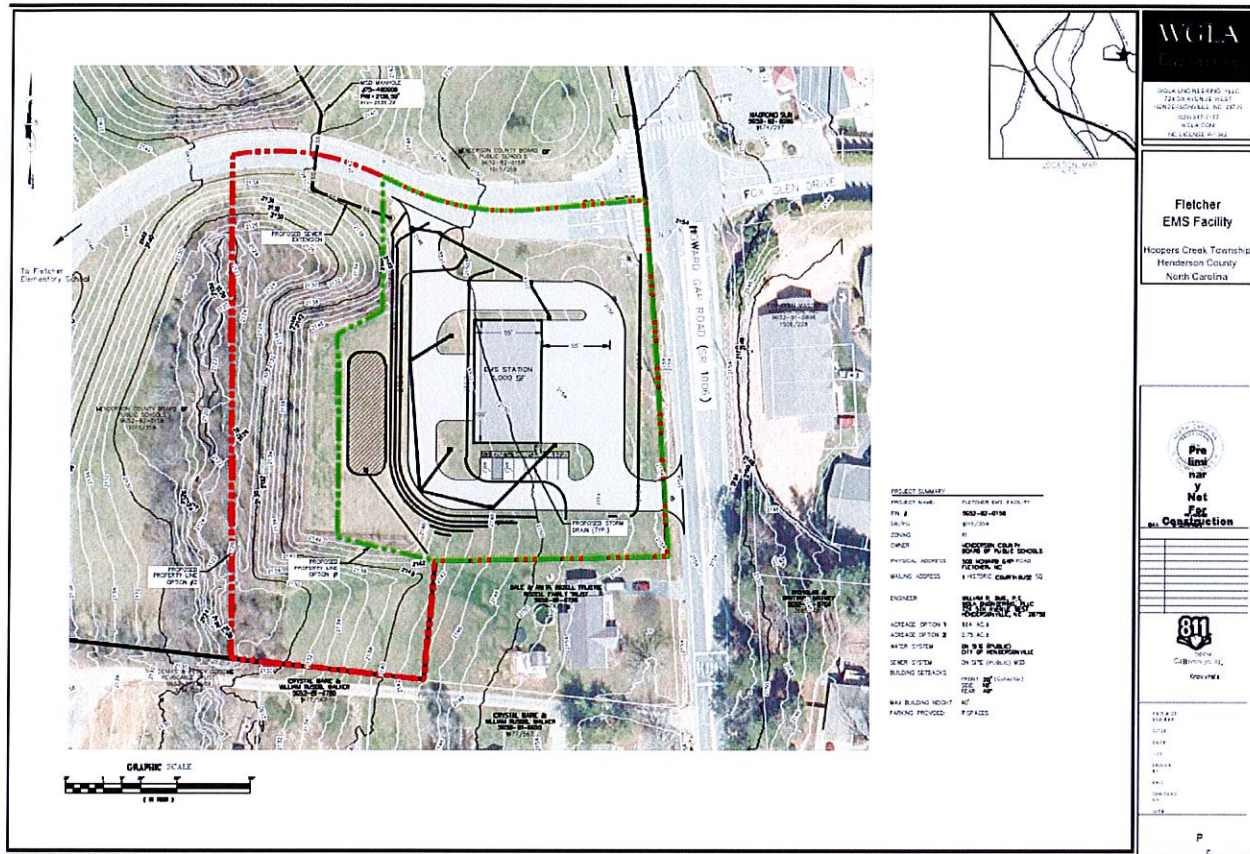
## Henderson County EMS Station 6— Fletcher Substation Concept



The concept of the proposed Fletcher EMS substation is desired to be similar in design and configuration of the Valley Hill Fire & Rescue substation on Crab Creek Road. Actual design may be adjusted for the site layout and neighborhood compatibility.







**WGLA**  
 WGLA ENGINEERING, LLC  
 2240 WILKIE STREET  
 HENDERSONVILLE, NC 27534  
 919.487.7177  
 WGLA.COM  
 P. WILSON@WGLA.COM

**Fletcher EMS Facility**  
 Hoopers Creek Township  
 Henderson County  
 North Carolina

**Fire  
 Plan  
 Net  
 For  
 Construction**

**811**  
 Call Before You Dig  
 Approved

DATE: 05/02/22  
 TIME: 10:00 AM  
 DRAWN: JLD  
 CHECKED: JLD  
 APPROVED: JLD  
 SCALE: AS SHOWN  
 SHEET: 1 OF 1

P

After discussion, Chairman Lapsley stated for the record that he would be voting no on any motion to move forward with this project for the proposed location at the Fletcher Elementary School site. He believes the facility should be built in the Town of Fletcher near Town Hall and not the location proposed.

*Commissioner Edney made the motion to move forward with the planning, design, and construction of the Fletcher EMS Substation Project at the Fletcher Elementary School location.*

Chairman Lapsley asked the clerk to poll the Board for the vote.

*Commissioner Andreotta voted yes, Commissioner Hill voted yes, Chairman Lapsley voted no, Vice-Chair McCall voted yes, and Commissioner Edney voted yes. The motion carried with a 4-1 vote.*

**ARP Update – Priority Discussion**

The Board has had discussions about funding priorities for American Rescue Plan funds for the last several months. The list of Ranked Funding Priorities still to be considered, as well as those that have either been funded or ranked 4.0 or higher by the Board were listed for information, and discussion, as needed.

The Board was requested to discuss the priorities as presented and direct Staff accordingly on any additional steps the Board wishes to pursue at this time.

Amy Brantley noted that ARP information could be found on the main page of the county’s website under current interests. This link includes projects that have already received Board approval and the Funding Priorities that have been discussed. There is also a link to the ARP Final Rule.



**AMERICAN RESCUE PLAN**  
 Funding Plan - Approved / Ranked 4.0 or Above /Projects  
**\$22,806,876**

ARP Project #	Project Description	ARP Eligibility (Expenditure Category)	State Eligibility	Standard Allowance	ARP Eligible
				\$ 10,000,000	\$ 12,806,876
9031	Infusion Therapy - Pardee (8.18.21)	1.6 - Medical Expenses	\$ 153A-449		\$ 250,000
9032	Infusion Therapy - Advent Health (9.15.21)	1.6 - Medical Expenses	\$ 153A-449		\$ 250,000
XX	Broadband GREAT Grant Funding (3.22.22)	5.17 - Broadband, Other Projects	\$ 153A-459		\$ 1,000,000
XX	Edneyville Sewer - Collection System (Ranked 5.0)	5.2 - Clean Water: Centralized Wastewater Collection	\$ 153A-274(2)		\$ 9,300,000
XX	Self Insurance Reimbursement (Ranked 4.0)	1.6 - Medical Expenses	\$ 153A-92(a)(d)		\$ 500,000
XX	VFW Renovation and Repair (Ranked 5.0)	6.1 - Revenue Replacement	\$ 153A-169	\$ 4,200,000	
XX	Fletcher EMS (Ranked 4.0)	6.1 - Revenue Replacement	\$143-517, \$153A-149(c)(5)	\$ 3,100,000	
XX	Mills River Tower Upgrade (Ranked 4.2)	6.1 - Revenue Replacement	\$153A-149(c)(11)(17)	\$ 150,000	
XX	Stryker Power Load Systems (Ranked 4.4)	6.1 - Revenue Replacement	\$143-517, \$153A-149(c)(5)	\$ 117,170	
<b>TOTAL</b>				<b>\$ 7,567,170</b>	<b>\$ 11,300,000</b>
<b>REMAINING BALANCE</b>				<b>\$ 2,432,830</b>	<b>\$ 1,506,876</b>

*Chairman Lapsley made the motion the Board approve the expenditures listed as \$7,567,170 from the Standard Allowance and \$11,300,000 from the ARP Eligible categories against the appropriation of \$22,806,876. All voted in favor, and the motion carried 5-0.*

**AMERICAN RESCUE PLAN**  
 Funding Priorities  
**\$22,806,876**

ARP Project #	Project Description	ARP Eligibility - Expenditure Category	State Eligibility	Cost Estimate	Standard Allowance or ARP Eligible?	Priority Average
XX	FUTURE Self-Insurance Reimbursement	1.6 - Medical Expenses	\$ 153A-92(a)(d)	\$ 250,000	ARP Eligible	3.20
XX	EMS Station # 3 Expansion for 2 - 24 hour crews	1.9 - Payroll Costs for Staff Responding to COVID-19	\$ 143-517	\$ 1,000,000	ARP Eligible	3.40
<b>TOTAL ARP ELIGIBLE REQUESTS</b>				<b>\$ 1,250,000</b>		
<b>REMAINING AVAILABLE ARP ELIGIBLE FUNDING</b>				<b>\$ 1,506,876</b>		
<b>VARIANCE</b>				<b>\$ 256,876</b>		
XX	Soccer Fields	6.1 - Revenue Replacement	\$160A-354	\$ 2,700,000	Standard Allowance	3.60
XX	HCSO Radio Replacements (approx. 350 radios)	6.1 - Revenue Replacement	\$162, \$153A-149(c)(18)	\$ 600,000	Standard Allowance	3.20
XX	Fletcher Radio Tower	6.1 - Revenue Replacement	\$153A-149(c)(11)(17)	\$ 300,000	Standard Allowance	3.20
XX	Bearwallow tower replacement	6.1 - Revenue Replacement	\$153A-149(c)(11)(17)	\$ 150,000	Standard Allowance	3.80
<b>TOTAL REVENUE REPLACEMENT REQUESTS</b>				<b>\$ 3,750,000</b>		
<b>REMAINING AVAILABLE FUNDING</b>				<b>\$ 2,432,830</b>		
<b>VARIANCE</b>				<b>\$ (1,317,170)</b>		

**Additional Suggestions**

1 Fletcher Library

As of April 13, 2022

After discussion, the future Self-Insurance Reimbursement for \$250,000 and the EMS Number Three Expansion for \$1,000,000 was tabled so staff could reevaluate the estimated costs for these two items.

Approved: May 18, 2022

The Board discussed the following funding priorities listed on the chart: HCSO Radio Replacements, Fletcher Radio Tower, and the Bearwallow Tower Replacement. Sheriff Lowell Griffin weighed in that if the Sheriff's Department had to prioritize the three. They would put Fletcher Tower first, Bearwallow Tower second, and the Radio Replacements third.

It was the consensus of the Board to remove the HCSO Radio Replacements, Fletcher Radio Tower, and the Bearwallow Tower Replacement from the ARP Funding Priorities list and address those needs in the County's budget. The Soccer Fields will remain on the ARP Priority Funding list.

Chairman Lapsley mentioned the additional suggestion that was listed on the Funding Priorities list, the Fletcher Library, and expressed the need for the Board to give staff some direction on this project. He shared that Fletcher Town Mayor Preston Blakeley had reached out to him on several occasions to discuss the proposed Fletcher Library. He noted that Mayor Blakley has mentioned "informal discussions" with Fletcher Town Council and indicated that the Council would favor a commitment of 1.5 million dollars of the Town's ARP funds toward the development of the Fletcher Library project. They have also "informally" stated they would donate property near the Town Hall for the project. (The Town was appropriated 2.6 million dollars in ARP funds). Chairman Lapsley noted that there had not been an official vote in public session on this matter. Chairman Lapsley believes the Town of Fletcher needs to get a decision from the Board on whether the county would consider using any of the county's ARP funds for this project.

Chairman Lapsley stated he would like the Board to consider matching the Town of Fletcher's 1.5 million commitment with 1.5 million of the County's ARP funds. He proposed the County approach our Legislative Delegation as they consider the state budget in the coming months to inquire if the County can secure a three-million-dollar commitment from the State for this project.

*Chairman Lapsley made the motion the Board appropriate 1.5 million dollars of County ARP funds toward the construction of a new library in Fletcher with the understanding that the Town of Fletcher would commit 1.5 million for a total of 3 million dollars toward the best estimate at this time of 6 million dollar project and then authorize Staff to request a three-million-dollar commitment from the General Assembly toward the Fletcher Library Project.*

Chairman Lapsley asked the clerk to poll the Board for the vote.

*Commissioner Andreotta voted no, Commissioner Hill voted no, Chairman Lapsley voted yes, Vice-Chair McCall voted no, and Commissioner Edney voted no. The motion failed with a 4-1 vote.*

Commissioner Hill asked that the Staff research future projected library usage. This data would be helpful for future discussions regarding libraries. Vice-Chair McCall said she serves on the Library Board and will share with the members of that Board. Commissioner Edney added that he sees no problem with Chairman Lapsley writing to our legislators to ask what, if any, state funds might be available.

Commissioner Edney pointed out that Chairman Lapsley had received an email from Fletcher Library Partners in early March stating the county needs to honor a twenty-year-old commitment. Commissioner Edney went on the record to say that this Board is unaware of a twenty-year-old commitment, nor is county staff that has been employed with the county for more than twenty-one years.



### **NOMINATIONS AND APPOINTMENTS**

1. EMS Peer Review Committee – 2 vac.  
There were no nominations, and this item was rolled to the next meeting.
2. Hendersonville Planning Board – 1 vac.  
There were no nominations, and this item was rolled to the next meeting.
3. Hendersonville City Zoning Board of Adjustment – 1 vac.  
There were no nominations, and this item was rolled to the next meeting.
4. Home and Community Care Block Grant Committee – 2 vacs.  
There were no nominations, and this item was rolled to the next meeting.
5. Juvenile Crime Prevention Council – 3 vac.  
There were no nominations, and this item was rolled to the next meeting.
6. Nursing/Adult Care Home Community Advisory Committee – 10 vacs.  
There were no nominations, and this item was rolled to the next meeting.

### **COMMISSIONER UPDATES**

Commissioner Lapsley said he had already covered the Mills River item listed on the agenda during the discussion portion of the meeting.

Commissioner Andreotta shared that he had attended the memorial service for Sallie “Piggy” Thompson earlier in the day, one of the purveyors of Hendersonville’s iconic “Harry’s and Piggy’s” Restaurant and Ice-Cream Shoppe. He commented that Mrs. Thompson was a wonderful lady with a great history in the county.

Commissioner Hill reminded everyone that early voting for the primary started Thursday, April 28, 2022, and Election Day for the primary is Tuesday, May 17, 2022. He encouraged citizens to participate in one of “our most precious” civil rights.

Vice-Chair McCall recognized Blue Ridge Community College for being named the eighth-best community college in the nation.

Commissioner Edney went on the record to offer the Board’s condolences to retired clerk Terry Wilson on the recent passing of her mother.

### **COUNTY MANAGER’S REPORT**

John Mitchell thanked staff, the capital projects team, and Emergency Services Director Jimmy Brissie for arranging the recent ribbon cutting for the POPAT building at the BRCC Campus.

He said the Board had taken an important step in the budget last year when they approved purchasing new permitting software for the county. The current outdated system dates back to 2004, and this new software affords the county a twenty-year leap into the current technology available. Business and Community Development Director Chris Todd and Flood Plane Administrator Toby Linville have been working diligently to bring the new software to fruition and expect to unveil and begin using the new software in late June of this year. There will be a demonstration of the system to the Board at the first meeting in June.

In closing, Mr. Mitchell said he is closely monitoring the General Assembly, and they are preparing to go back into session on May 18, 2022.

**IMPORTANT DATES**

**CLOSED SESSION**

*Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3)(4)(6).*

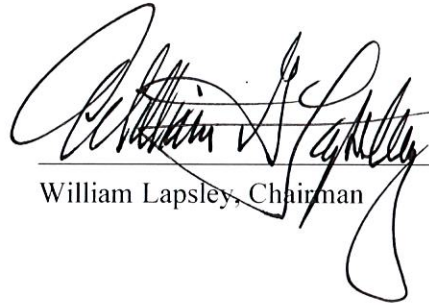
1. Pursuant to N.C. Gen. Stat. § 143-318.11(a)(3) to consult with an attorney employed or retained by the Board in order to preserve the attorney-client privilege between the attorney and the Board.
2. Pursuant to N.C. Gen. Stat. § 143-318.11(a)(4) to discuss matters relating to the location or expansion 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 8:43 p.m. All voted in favor, and the motion carried 5-0.*

**ADJOURN**



Denisa A. Lauffer, Clerk to the Board



William Lapsley, Chairman

**During the May 2, 2022, regular meeting, the Board enacted the following:**

- 2022.47 Proclamation – Mental Health Month -May 2022**
- 2022.48 Pending Releases and Refunds**
- 2022.49 Budget Amendment – VFW Architect Services**
- 2022.50 Hola Carolina Arts Lease Renewal**
- 2022.51 Set Public Hearing – Project 40**
- 2022.52 Agreement with Vaughn & Melton Consulting Engineers, Inc. Henderson County Rail Project from Kanuga Road to Main Street**
- 2022.53 Updated Lease – Forge Mountain Site**
- 2022.54 Juvenile Crime Prevention Council – County Funding Plan Reallocation**
- 2022. 55 County Manager’s FY2022-2023 Recommended Budget**

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  
Mental Health Month – May 2022

- WHEREAS, Mental Health Awareness Month is part of a nationwide effort to raise awareness of mental health illnesses, reduce the stigma and discrimination surrounding mental health, increase awareness of tools and resources to prevent such challenges and promote recovery; and
- WHEREAS, mental health is essential to everyone’s overall health, safety, and well-being; and
- WHEREAS, all Americans experience times of difficulty and stress in their lives; and
- WHEREAS, mental illnesses are real and prevalent in our nation, state, and community and nearly one in five Americans live with a mental health condition; and
- WHEREAS, mental health has been identified as a priority in Henderson County’s 2021 Community Health Assessment and by the Henderson County Partnership for Health; and
- WHEREAS, those living with mental health conditions are family, friends, classmates, neighbors, and coworkers, and addressing the complex mental health needs of our citizens and families today is fundamental to the future of Henderson County; and
- WHEREAS, prevention is an effective way to reduce the burden of mental illnesses; and
- WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges and protect their health and well-being; and
- WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and
- WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, BE IT PROCLAIMED we, the Henderson County Board of Commissioners, do hereby proclaim May 2022 as Mental Health Awareness Month in Henderson County. As the governing body for Henderson County, North Carolina, we call upon the citizens, government agencies, public and private institutions, businesses, and schools in Henderson County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages, and to ensure that our community members who are struggling know they are not alone.

Adopted this 2nd day of May 2022.

\_\_\_\_\_  
WILLIAM G. LAPSLEY, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:   
DENISA A. LAUFFER, CLERK TO THE BOARD

# 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](http://www.hendersoncountync.gov)

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



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

May 2, 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 \$698.63 and tax refund requests in the amount of \$198.95 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, which appears to read "William G. Lapsley". The signature is written in a cursive, flowing style.

William Lapsley, Chairman  
Henderson County Board of Commissioners

WGL/dal

enclosures



# NCPPTS Pending Release/Refund Report. Wednesday, April 20, 2022\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
HEATHERLY, THOMAS	0002564634-2020-2020-0000	MR. HEATHERLY PASSED IN MARCH OF 2019. PER SUSAN IN THE ESTATE OFFICE, NO ESTATE WAS FILED FOR MR. HEATHERLY, PER NCSOS, THERE IS NO CURRENT FILING FOR THE BUSINESS, GOOGLE STATES THAT THE BUSINESS IS CLOSED. ADJUSTMENT SUBMITTED TO VOID THE 2020 ABSTRACT AND BILL.	(\$3,780)	8175	LSTACK	118 DUNCAN HILL RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$21.21 \$2.12 \$23.33	\$0.00 \$0.00 \$0.00	\$21.21 \$2.12 \$23.33	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
									<b>(\$3,780)</b>	<b>\$0.00</b>	<b>\$23.33</b>	<b>\$0.00</b>
HUDGENS, THOMAS A JR	00004133182-2021-2021-0000	MR. HEATHERLY PASSED IN MARCH OF 2019. PER SUSAN IN THE ESTATE OFFICE, NO ESTATE WAS FILED FOR MR. HEATHERLY, PER NCSOS, THERE IS NO CURRENT FILING FOR THE BUSINESS, GOOGLE STATES THAT THE BUSINESS IS CLOSED. ADJUSTMENT SUBMITTED TO VOID THE 2021 ABSTRACT AND BILL.	(\$7,560)	8159	LSTACK	23 MERRY OAKS LN UNINCORPORATED	COUNTY	TAX LATE LIST FEE TOTAL:	\$111.92 \$11.19 \$123.11	\$0.00 \$0.00 \$0.00	\$111.92 \$11.19 \$123.11	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
									<b>(\$7,560)</b>	<b>\$0.00</b>	<b>\$123.11</b>	<b>\$0.00</b>
MONTEITH, RANDALL E & WIFE	0000251290-2008-2008-0000	VOID ABSTRACT, PERSONAL PROPERTY LISTED ON ABSTRACT 0000096231	(\$19,950)	8151	SMORROW	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$10.16 \$1.02 \$11.18	\$0.00 \$0.00 \$0.00	\$10.16 \$1.02 \$11.18	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
									<b>(\$19,950)</b>	<b>\$0.00</b>	<b>\$11.18</b>	<b>\$0.00</b>
	0000251290-2009-2009-0000	VOID ABSTRACT, PERSONAL PROPERTY LISTED ON ABSTRACT 0000096231	(\$2,200)	8152	SMORROW	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$10.16 \$1.02 \$11.18	\$0.00 \$0.00 \$0.00	\$10.16 \$1.02 \$11.18	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
									<b>(\$2,200)</b>	<b>\$0.00</b>	<b>\$11.18</b>	<b>\$0.00</b>
	0000251290-2010-2010-0000	VOID ABSTRACT, PERSONAL PROPERTY LISTED ON ABSTRACT 0000096231	(\$2,100)	8153	SMORROW	HENDERSON COUNTY NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$9.70 \$0.97 \$10.67	\$0.00 \$0.00 \$0.00	\$9.70 \$0.97 \$10.67	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>												
									<b>(\$2,100)</b>	<b>\$0.00</b>	<b>\$10.67</b>	<b>\$0.00</b>

**NCPDS Pending Release/Refund Report. Wednesday, April 20, 2022\***

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
0000251290-2011-0000	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	(\$2,000)	8156	SMORROW	HENDERSON COUNTY NC	ETOWAH-HORSESHOE	TAX	\$10.27	\$0.00	\$10.27	\$0.00
								LATE LIST FEE	\$1.03	\$0.00	\$1.03	\$0.00
								TOTAL:	\$11.30	\$0.00	\$11.30	\$0.00
								LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
								TOTAL:	\$2.09	\$0.00	\$2.09	\$0.00
								TAX	\$10.27	\$0.00	\$10.27	\$0.00
								LATE LIST FEE	\$1.03	\$0.00	\$1.03	\$0.00
								TOTAL:	\$11.30	\$0.00	\$11.30	\$0.00
								TAX	\$1.90	\$0.00	\$1.90	\$0.00
								LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
								TOTAL:	\$2.09	\$0.00	\$2.09	\$0.00
								TAX	\$10.27	\$0.00	\$10.27	\$0.00
								LATE LIST FEE	\$1.03	\$0.00	\$1.03	\$0.00
								TOTAL:	\$11.30	\$0.00	\$11.30	\$0.00
								TAX	\$1.90	\$0.00	\$1.90	\$0.00
								LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
								TOTAL:	\$2.09	\$0.00	\$2.09	\$0.00
0000251290-2012-0000	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	(\$2,000)	8158	SMORROW	HENDERSON COUNTY NC	ETOWAH-HORSESHOE	TAX	\$10.27	\$0.00	\$10.27	\$0.00
								LATE LIST FEE	\$1.03	\$0.00	\$1.03	\$0.00
								TOTAL:	\$11.30	\$0.00	\$11.30	\$0.00
								LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
								TOTAL:	\$2.09	\$0.00	\$2.09	\$0.00
								TAX	\$10.27	\$0.00	\$10.27	\$0.00
								LATE LIST FEE	\$1.03	\$0.00	\$1.03	\$0.00
								TOTAL:	\$11.30	\$0.00	\$11.30	\$0.00
								TAX	\$1.90	\$0.00	\$1.90	\$0.00
								LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
								TOTAL:	\$2.09	\$0.00	\$2.09	\$0.00
								TAX	\$10.27	\$0.00	\$10.27	\$0.00
								LATE LIST FEE	\$1.03	\$0.00	\$1.03	\$0.00
								TOTAL:	\$11.30	\$0.00	\$11.30	\$0.00
								TAX	\$1.90	\$0.00	\$1.90	\$0.00
								LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
								TOTAL:	\$2.09	\$0.00	\$2.09	\$0.00
0000251290-2013-0000	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	(\$1,900)	8157	SMORROW	HENDERSON COUNTY NC	ETOWAH-HORSESHOE	TAX	\$9.76	\$0.00	\$9.76	\$0.00
								LATE LIST FEE	\$0.98	\$0.00	\$0.98	\$0.00
								TOTAL:	\$10.74	\$0.00	\$10.74	\$0.00
								LATE LIST FEE	\$1.81	\$0.00	\$1.81	\$0.00
								TOTAL:	\$12.55	\$0.00	\$12.55	\$0.00
								TAX	\$9.76	\$0.00	\$9.76	\$0.00
								LATE LIST FEE	\$0.98	\$0.00	\$0.98	\$0.00
								TOTAL:	\$10.74	\$0.00	\$10.74	\$0.00
								TAX	\$1.81	\$0.00	\$1.81	\$0.00
								LATE LIST FEE	\$0.18	\$0.00	\$0.18	\$0.00
								TOTAL:	\$1.99	\$0.00	\$1.99	\$0.00
								TAX	\$9.76	\$0.00	\$9.76	\$0.00
								LATE LIST FEE	\$0.98	\$0.00	\$0.98	\$0.00
								TOTAL:	\$10.74	\$0.00	\$10.74	\$0.00
								TAX	\$1.81	\$0.00	\$1.81	\$0.00
								LATE LIST FEE	\$0.18	\$0.00	\$0.18	\$0.00
								TOTAL:	\$1.99	\$0.00	\$1.99	\$0.00
0000251290-2014-0000	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	(\$1,900)	8154	SMORROW	HENDERSON COUNTY NC	ETOWAH-HORSESHOE	TAX	\$9.76	\$0.00	\$9.76	\$0.00
								LATE LIST FEE	\$0.98	\$0.00	\$0.98	\$0.00
								TOTAL:	\$10.74	\$0.00	\$10.74	\$0.00
								LATE LIST FEE	\$2.00	\$0.00	\$2.00	\$0.00
								TOTAL:	\$12.73	\$0.00	\$12.73	\$0.00
								TAX	\$9.76	\$0.00	\$9.76	\$0.00
								LATE LIST FEE	\$0.98	\$0.00	\$0.98	\$0.00
								TOTAL:	\$10.74	\$0.00	\$10.74	\$0.00
								TAX	\$2.00	\$0.00	\$2.00	\$0.00
								LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
								TOTAL:	\$2.20	\$0.00	\$2.20	\$0.00
								TAX	\$10.74	\$0.00	\$10.74	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.81	\$0.00	\$11.81	\$0.00
								TAX	\$2.00	\$0.00	\$2.00	\$0.00
								LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
								TOTAL:	\$2.20	\$0.00	\$2.20	\$0.00
0000251290-2016-0000	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT	(\$1,900)	8150	SMORROW	HENDERSON COUNTY NC	ETOWAH-HORSESHOE	TAX	\$9.76	\$0.00	\$9.76	\$0.00
								LATE LIST FEE	\$0.98	\$0.00	\$0.98	\$0.00
								TOTAL:	\$10.74	\$0.00	\$10.74	\$0.00
								LATE LIST FEE	\$2.00	\$0.00	\$2.00	\$0.00
								TOTAL:	\$12.73	\$0.00	\$12.73	\$0.00
								TAX	\$9.76	\$0.00	\$9.76	\$0.00
								LATE LIST FEE	\$0.98	\$0.00	\$0.98	\$0.00
								TOTAL:	\$10.74	\$0.00	\$10.74	\$0.00
								TAX	\$2.00	\$0.00	\$2.00	\$0.00
								LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
								TOTAL:	\$2.20	\$0.00	\$2.20	\$0.00
								TAX	\$10.74	\$0.00	\$10.74	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.81	\$0.00	\$11.81	\$0.00
								TAX	\$2.00	\$0.00	\$2.00	\$0.00
								LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
								TOTAL:	\$2.20	\$0.00	\$2.20	\$0.00

\*Adjustments submitted for approval on or before



# NCPDS Pending Release/Refund Report. Wednesday, April 20, 2022\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
	0000251290-2017-2017-0000	VOID ABSTRACT; PERSONAL PROPERTY LISTED ON ABSTRACT 0000096231	(\$1,900)	8149	SMORROW	HENDERSON COUNTY NC	ETOWAH-HORSESHOE FIRE	TAX	\$2.00	\$0.00	\$2.00	\$0.00
								LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
								TOTAL:			\$2.20	\$0.00
								ABSTRACT		\$14.01		\$0.00
								TOTAL:		\$10.74	\$10.74	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$2.00	\$0.00	\$11.81	\$0.00
								TAX	\$2.00	\$0.00	\$2.00	\$0.00
								LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
								TOTAL:	\$0.20	\$0.00	\$2.20	\$0.00
								ABSTRACT		\$14.01		\$0.00
								TOTAL:		\$10.66	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$0.00	\$11.73	\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:	\$11.73	\$11.73	\$0.00	\$0.00
								ABSTRACT		\$11.73		\$0.00
								TOTAL:	\$10.66	\$0.00	\$10.66	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00

# NCPIS Pending Release/Refund Report. Wednesday, April 20, 2022 \*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
REYNOLDS, SHERRIE LYNN	0000222582-2021-2021-0000	VOID ABSTRACT DUE TO MOBILE HOME BEING CONDEMNED AND DESTROYED: PER PICTOMETRY MOBILE HOME NOT PICTURED IN 2021	(\$7,462)	8143	SMORROW	2018 SOMERSET DR HENDERSONVILLE NC 28791	COUNTY	TAX LATE LIST FEE	\$41.86 \$4.19	\$0.00 \$0.00	\$41.86 \$4.19	\$0.00 \$0.00
OWNER TOTAL:			(\$7,462)					ABSTRACT TOTAL:	\$46.05	\$0.00	\$46.05	\$0.00
SHARLA, BEVERLY	0000350945-2021-2021-0000	VOID ABSTRACT DUE TO CT NOT BEING LOCATED IN LAZY BOY RV PARK PER PARK OWNER: CONTACTED TRANSYLVANIA COUNTY TO GIVE INFO ON TAPAYER AND CT	(\$3,900)	8145	SMORROW	15 LAZY BOY LN HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE	\$21.88 \$2.19	\$0.00 \$0.00	\$21.88 \$2.19	\$0.00 \$0.00
OWNER TOTAL:			(\$3,900)					ABSTRACT TOTAL:	\$24.07	\$0.00	\$24.07	\$0.00
WILLIAMS, ANGELA B	0002324213-2021-2021-0000		(\$7,458)	8144	HSALTER	296 FALLING STAR LN UNINCORPORATED	COUNTY	TAX LATE LIST FEE	\$41.84 \$4.18	\$0.00 \$0.00	\$41.84 \$4.18	\$0.00 \$0.00
OWNER TOTAL:			(\$7,458)					ABSTRACT TOTAL:	\$46.02	\$0.00	\$46.02	\$0.00
GRAND TOTALS:			(\$57,830)					ABSTRACT TOTAL:	\$55.46	\$0.00	\$55.46	\$0.00
OWNER TOTAL:			(\$57,830)					ABSTRACT TOTAL:	\$598.63	\$0.00	\$598.63	\$198.93



HENDERSON COUNTY  
FINANCIAL REPORT  
MARCH 2022

**GENERAL FUND REVENUES**

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
General Fund	176,673,882.00	12,190,615.92	144,583,110.33	81.8%	-	144,583,110.33

**GENERAL FUND EXPENDITURES**

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
Governing Body	706,021.00	35,976.54	455,772.56	64.6%	22,490.01	478,262.57
Dues/Non-Profit Contributions	466,765.00	1,513.14	360,307.64	77.2%	-	360,307.64
County Manager	494,048.00	21,071.86	273,438.27	55.3%	-	273,438.27
Administrative Services	632,372.00	41,219.46	471,378.16	74.5%	-	471,378.16
Human Resources	1,159,084.00	92,802.41	788,854.70	68.1%	3,145.00	791,999.70
Elections	1,038,319.00	49,455.21	523,517.07	50.4%	18,516.79	542,033.86
Finance	1,083,229.00	90,108.74	779,473.70	72.0%	-	779,473.70
County Assessor	1,961,785.00	122,431.64	1,150,565.27	58.6%	-	1,150,565.27
Tax Collector	534,375.00	35,856.16	352,754.68	66.0%	-	352,754.68
Legal	910,391.00	67,791.11	612,943.26	67.3%	-	612,943.26
Register of Deeds	783,211.00	41,309.11	436,678.19	55.8%	-	436,678.19
Facilities Services	5,170,409.00	368,823.16	2,872,464.03	55.6%	684,273.63	3,556,737.66
Garage	415,889.00	14,740.84	263,179.07	63.3%	21,673.50	284,852.57
Court Facilities	153,000.00	14,830.11	102,238.34	66.8%	-	102,238.34
Information Technology	4,170,693.00	275,804.40	2,809,681.21	67.4%	350,619.92	3,160,301.13
Sheriff	21,011,311.00	1,514,883.65	14,243,841.15	67.8%	942,887.87	15,186,729.02
Detention Center	5,890,924.00	469,753.32	3,919,053.80	66.5%	129,821.84	4,048,875.64
Emergency Management	765,793.00	54,595.37	657,143.47	85.8%	35,074.59	692,218.06
Fire Services	777,147.00	17,453.64	295,461.78	38.0%	35,198.00	330,659.78
Building Services	1,225,606.00	100,151.04	863,626.11	70.5%	-	863,626.11
Wellness Clinic	1,104,829.00	85,095.18	847,359.47	76.7%	33,979.36	881,338.83
Emergency Medical Services	7,791,572.00	563,000.80	5,327,275.64	68.4%	837,909.26	6,165,184.90
Animal Services	745,105.00	53,766.61	515,618.95	69.2%	-	515,618.95
Rescue Squad	381,360.00	(46.54)	282,435.89	74.1%	-	282,435.89
Forestry Services	61,251.00	4,035.02	30,954.76	50.5%	-	30,954.76
Soil & Water Conservation	467,983.00	43,911.01	303,570.60	64.9%	54,853.00	358,423.60
Planning	880,963.00	50,544.09	512,996.79	58.2%	42,244.01	555,240.80
Code Enforcement Services	307,380.00	19,524.33	215,578.35	70.1%	-	215,578.35
Site Development	257,459.00	18,011.38	193,725.87	75.2%	-	193,725.87
Heritage Museum	100,000.00	8,333.34	74,999.98	75.0%	-	74,999.98
Cooperative Extension	467,726.00	36,413.56	353,751.11	75.6%	-	353,751.11
Projects Management	263,376.00	26,601.65	194,612.32	73.9%	-	194,612.32
Economic Development	730,825.00	-	305,062.50	41.7%	-	305,062.50
Agri-Business	170,120.00	15,124.54	144,174.10	84.7%	-	144,174.10
Public Health	12,621,746.00	703,870.67	6,518,431.01	51.6%	250,616.89	6,769,047.90
Environmental Health	1,461,425.00	105,651.71	996,112.42	68.2%	26,918.97	1,023,031.39
H&CC Block Grant	820,541.00	123,174.75	530,613.75	64.7%	-	530,613.75
Medical Services - Autopsies	90,000.00	10,200.00	60,000.00	66.7%	-	60,000.00
Mental Health	528,612.00	-	396,459.00	75.0%	-	396,459.00
Rural Transportation Assist Program	201,384.00	29,878.95	70,016.52	34.8%	-	70,016.52
Social Services	20,915,092.00	1,397,371.59	12,948,897.40	61.9%	136,330.79	13,085,228.19
Juvenile Justice Programs	218,745.00	20,390.10	207,321.10	94.8%	-	207,321.10
Veteran Services	79,978.00	4,179.85	41,455.92	51.8%	-	41,455.92
Public Library	3,598,002.00	256,325.26	2,540,585.82	70.6%	146,716.25	2,687,302.07
Recreation	2,393,552.00	194,934.16	1,559,060.12	65.1%	120,374.41	1,679,434.53
Public Education	36,381,641.00	3,538,481.75	32,051,795.19	88.1%	-	32,051,795.19
Debt Service	20,381,954	768,365.63	10,812,425.78	53.0%	-	10,812,425.78
Non-Departmental	3,289,696.00	195,952.45	2,503,482.22	76.1%	-	2,503,482.22
Interfund Transfers	10,611,193.00	874,946.92	7,984,522.28	75.2%	-	7,984,522.28
<b>TOTAL</b>	<b>176,673,882</b>	<b>12,578,609.67</b>	<b>120,755,667.32</b>	<b>68.3%</b>	<b>3,893,644.09</b>	<b>124,649,311.41</b>
<b>Net Revenues over (under) Exp.</b>	<b>-</b>	<b>(387,993.75)</b>	<b>23,827,443.01</b>		<b>(3,893,644.09)</b>	<b>19,933,798.92</b>

HENDERSON COUNTY  
FINANCIAL REPORT  
MARCH 2022

**APPROPRIATIONS DETAIL**

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
<b>SOCIAL SERVICES</b>						
Staff Operations	15,657,150	1,063,544.23	9,976,865.74	63.7%	136,330.79	10,113,196.53
Federal & State Programs	5,156,942	330,373.43	2,930,626.99	56.8%	-	2,930,626.99
General Assistance	101,000	3,453.93	41,404.67	41.0%	-	41,404.67
<b>TOTAL</b>	<b>20,915,092</b>	<b>1,397,371.59</b>	<b>12,948,897.40</b>		<b>136,330.79</b>	<b>13,085,228.19</b>
<b>PUBLIC EDUCATION</b>						
Schools Current/Capital Expense	31,633,460	3,142,800.00	28,490,659.44	90.1%	-	28,490,659.44
Blue Ridge Community College	4,748,181	395,681.75	3,561,135.75	75.0%	-	3,561,135.75
<b>TOTAL</b>	<b>36,381,641</b>	<b>3,538,481.75</b>	<b>32,051,795.19</b>		<b>-</b>	<b>32,051,795.19</b>
<b>DEBT SERVICE</b>						
Public Schools	11,275,450	307,875.00	5,110,957.23	45.3%	-	5,110,957.23
Blue Ridge Community College	3,440,461	156,159.22	1,960,134.03	57.0%	-	1,960,134.03
Henderson County	5,666,043	304,331.41	3,741,334.52	66.0%	-	3,741,334.52
<b>TOTAL</b>	<b>20,381,954</b>	<b>768,365.63</b>	<b>10,812,425.78</b>		<b>-</b>	<b>10,812,425.78</b>
<b>INTERFUND TRANSFERS</b>						
Public Transit Fund	280,515	23,376.25	210,386.25	75.0%	-	210,386.25
Capital Projects Fund	440,000	29,166.67	352,500.03	80.1%	-	352,500.03
Capital Reserve Fund	1,644,808	137,067.33	1,233,605.97	75.0%	-	1,233,605.97
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	3,700,818.00	75.0%	-	3,700,818.00
BRCC MRTS	3,289,616	274,134.67	2,467,212.03	75.0%	-	2,467,212.03
<b>TOTAL</b>	<b>10,611,193</b>	<b>874,946.92</b>	<b>7,984,522.28</b>		<b>-</b>	<b>7,984,522.28</b>

**SPECIAL REVENUE FUNDS**

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
<b>FIRE DISTRICTS FUND</b>						
Revenues:	11,783,241	171,209.60	11,498,463.69	97.6%	-	11,498,463.69
Expenditures:	11,783,241	236,391.17	11,302,426.80	95.9%	-	11,302,426.80
<b>Net Revenues over (under) Exp</b>	<b>-</b>	<b>(65,181.57)</b>	<b>196,036.89</b>		<b>-</b>	<b>196,036.89</b>
<b>REVALUATION RESERVE FUND</b>						
Revenues:	1,145,980	96,226.85	865,241.01	75.5%	-	865,241.01
Expenditures:	1,145,980	51,907.06	605,574.73	52.8%	107,500.00	713,074.73
<b>Net Revenues over (under) Exp</b>	<b>-</b>	<b>44,319.79</b>	<b>259,666.28</b>		<b>(107,500.00)</b>	<b>152,166.28</b>
<b>EMERGENCY TELEPHONE SYSTEM (911) FUND</b>						
Revenues:	722,256	60,364.52	482,409.96	66.8%	-	482,409.96
Expenditures:	722,256	948.07	137,446.56	19.0%	94,734.18	232,180.74
<b>Net Revenues over (under) Exp</b>	<b>-</b>	<b>59,416.45</b>	<b>344,963.40</b>		<b>(94,734.18)</b>	<b>250,229.22</b>
<b>PUBLIC TRANSIT FUND</b>						
Revenues:	1,442,929	60,801.83	1,244,200.04	86.2%	-	1,244,200.04
Expenditures:	1,442,929	64,769.13	561,599.79	38.9%	43,049.60	604,649.39
<b>Net Revenues over (under) Exp</b>	<b>-</b>	<b>(3,967.30)</b>	<b>682,600.25</b>		<b>(43,049.60)</b>	<b>639,550.65</b>
<b>MISC. OTHER GOVERNMENTAL ACTIVITIES</b>						
Revenues:	1,193,856	41,687.32	946,932.99	79.3%	-	946,932.99
Expenditures:	1,193,856	565,887.36	1,138,349.10	95.4%	-	1,138,349.10
<b>Net Revenues over (under) Exp</b>	<b>-</b>	<b>(524,200.04)</b>	<b>(191,416.11)</b>		<b>-</b>	<b>(191,416.11)</b>
<b>COVID-19 FUND (ARPA)</b>						
Revenues:	500,000	4,338.71	36,367.33	7.3%	-	36,367.33
Expenditures:	500,000	-	-	0.0%	500,000.00	500,000.00
<b>Net Revenues over (under) Exp</b>	<b>-</b>	<b>4,338.71</b>	<b>36,367.33</b>		<b>(500,000.00)</b>	<b>(463,632.67)</b>



HENDERSON COUNTY  
FINANCIAL REPORT  
MARCH 2022

**CAPITAL PROJECTS**

	BUDGET	CURRENT MONTH	PROJECT TO DATE	% USED	ENCUMBRANCES	TOTAL
<b>EDNEYVILLE ELEMENTARY SCHOOL PROJECT (1702)</b>						
Revenues:	26,854,136	15.77	27,755,565.69	103.4%	-	27,755,565.69
Expenditures:	26,854,136	-	25,331,294.76	94.3%	-	25,331,294.76
Net Revenues over (under) Exp	-	15.77	2,424,270.93		-	2,424,270.93
<b>HENDERSONVILLE HIGH SCHOOL PROJECT - 2019 (1903)</b>						
Revenues:	60,442,694	97.88	60,914,826.49	100.8%	-	60,914,826.49
Expenditures:	60,442,694	2,043,522.23	51,781,034.77	85.7%	6,137,898.85	57,918,933.62
Net Revenues over (under) Exp	-	(2,043,424.35)	9,133,791.72		(6,137,898.85)	2,995,892.87
<b>BRCC PATTON BUILDING PROJECT (1904)</b>						
Revenues:	24,800,016	155.26	24,855,846.39	100.2%	-	24,855,846.39
Expenditures:	24,800,016	1,594,964.23	20,996,264.82	84.7%	3,749,991.63	24,746,256.45
Net Revenues over (under) Exp	-	(1,594,808.97)	3,859,581.57		(3,749,991.63)	109,589.94

**ENTERPRISE FUNDS**

	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
<b>SOLID WASTE LANDFILL FUND</b>						
Revenues:	8,078,113	676,387.95	6,312,580.85	78.1%	-	6,312,580.85
Expenditures:	8,078,113	831,740.37	5,447,695.88	67.4%	1,617,221.04	7,064,916.92
Net Revenues over (under) Exp	-	(155,352.42)	864,884.97		(1,617,221.04)	(752,336.07)
<b>JUSTICE ACADEMY SEWER FUND</b>						
Revenues:	70,881	4,024.19	36,058.33	50.9%	-	36,058.33
Expenditures:	70,881	2,856.76	41,707.01	58.8%	-	41,707.01
Net Revenues over (under) Exp	-	1,167.43	(5,648.68)		-	(5,648.68)

**HENDERSON COUNTY  
CASH BALANCE REPORT  
MARCH 2022**

<u>Fund(s)</u>	<u>02/28/22 Beg. Cash Balance</u>	<u>Debits Revenues</u>	<u>(Credits) Expenditures</u>	<u>03/31/22 Ending Cash Balance</u>
General	\$ 108,870,545.51	\$ 12,434,112.77	\$ (13,205,109.87)	\$ 108,099,548.41
Special Revenue	26,930,701.85	570,263.47	(998,208.89)	\$ 26,502,756.43
Capital Projects	1,643,729.59	4,196,858.08	(3,970,225.01)	\$ 1,870,362.66
Enterprise	2,084,004.26	680,412.14	(835,166.86)	\$ 1,929,249.54
HCPS - Maint. and Repair	4,351,548.13	411,202.00	(16,300.00)	\$ 4,746,450.13
BRCC - Maint. and Repair	2,014,264.14	123,193.00	(284,752.81)	\$ 1,852,704.33
Custodial	<u>698,872.35</u>	<u>262,232.94</u>	<u>(265,478.42)</u>	\$ 695,626.87
Total	<u>\$ 146,593,665.83</u>	<u>\$ 18,678,274.40</u>	<u>\$ (19,575,241.86)</u>	
<b>Total cash available as of 03/31/2022</b>				<b><u>\$ 145,696,698.37</u></b>

**HENDERSON COUNTY PUBLIC SCHOOLS  
LOCAL CURRENT EXPENSE/OTHER RESTRICTED FUNDS  
as of March 31, 2022**

	LOCAL CURRENT EXPENSE FUND		OTHER RESTRICTED FUND		Combined Total	Prior YTD
	Budget	YTD Activity	Budget	YTD Activity		
<b>REVENUES:</b>						
3200 State Sources	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ 9,000
3700 Federal Sources-Restricted	-	-	995,192	561,873	561,873	336,641
3800 Other Federal-ROTC	-	-	144,000	113,912	113,912	96,435
4100 County Appropriation	29,928,000	26,935,200	-	-	26,935,200	26,035,200
4200 Local -Tuition/Fees	-	-	65,000	30,485	30,485	8,430
4400 Local-Unrestricted	678,000	448,388	144,188	132,958	581,346	345,682
4800 Local-Restricted	-	-	704,702	517,969	517,969	524,161
4900 Fund Balance Appropriated/Transfer From school	110,000	-	178,023	-	-	-
<b>TOTAL FUND REVENUES</b>	<b>\$ 30,716,000</b>	<b>\$ 27,383,588</b>	<b>\$ 2,235,105</b>	<b>\$ 1,361,197</b>	<b>\$ 28,744,785</b>	<b>\$ 27,355,549</b>
<b>EXPENDITURES:</b>						
<b>Instructional Services:</b>						
5100 Regular Instructional Services	\$ 9,520,278	\$ 5,010,374	\$ 434,502	\$ 296,813	\$ 5,307,188	\$ 4,784,846
5200 Special Populations Services	1,235,868	634,288	558,506	211,663	845,952	795,273
5300 Alternative Programs and Services	248,160	140,462	323,369	191,918	332,381	217,674
5400 School Leadership Services	2,601,132	1,884,431	24,724	16,545	1,900,976	1,902,629
5500 Co-Curricular Services	822,101	584,297	11,865	5,376	589,673	348,750
5800 School-Based Support Services	1,498,867	1,029,098	75,326	29,472	1,058,569	936,038
<b>Total Instructional Services</b>	<b>\$ 15,926,406</b>	<b>\$ 9,282,950</b>	<b>\$ 1,428,291</b>	<b>\$ 751,787</b>	<b>\$ 10,034,737</b>	<b>\$ 8,985,210</b>
<b>System-Wide Support Services:</b>						
6100 Support and Development Services	\$ 286,738	\$ 201,283	\$ 500	\$ 6,099	\$ 207,382	\$ 194,189
6200 Special Population Support	219,444	160,317	6,427	1,270	161,587	140,752
6300 Alternative Programs	81,780	54,361	431	431	54,791	61,404
6400 Technology Support Services	1,280,454	1,136,067	139,546	153,116	1,289,182	1,045,631
6500 Operational Support Services	7,796,074	5,234,959	292,455	202,217	5,437,176	4,851,984
6600 Financial and Human Resource Services	1,772,684	1,600,958	63,679	44,163	1,645,121	1,386,893
6700 Accountability Services	210,748	161,318	28,800	38,000	199,318	53,335
6800 System-Wide Pupil Support Services	331,253	233,129	538	538	233,667	152,091
6900 Policy, Leadership and Public Relations	724,550	498,515	13,220	13,220	511,734	509,627
<b>Total System-Wide Support Services</b>	<b>\$ 12,703,726</b>	<b>\$ 9,280,905</b>	<b>\$ 545,595</b>	<b>\$ 459,053</b>	<b>\$ 9,739,958</b>	<b>\$ 8,395,908</b>
<b>Ancillary Services:</b>						
7100 Community Services	\$ 388	\$ 388	\$ 163,573	\$ 116,068	\$ 116,455	\$ 109,750
7200 Nutrition Services	185,481	68,325	-	-	68,325	93,265
<b>Total Ancillary Services</b>	<b>\$ 185,868</b>	<b>\$ 68,713</b>	<b>\$ 163,573</b>	<b>\$ 116,068</b>	<b>\$ 184,780</b>	<b>\$ 203,015</b>
<b>Non-Programmed Charges:</b>						
8100 Payments to Other Governments	\$ 1,900,000	\$ 1,489,947	\$ -	\$ -	\$ 1,489,947	\$ 1,336,338
8400 Interfund Transfers	-	-	11,563	10,539	10,539	13,164
8500 Contingency	-	-	-	-	-	-
8600 Educational Foundations	-	-	86,084	42,757	42,757	56,220
<b>Total Non-Programmed Charges</b>	<b>\$ 1,900,000</b>	<b>\$ 1,489,947</b>	<b>\$ 97,647</b>	<b>\$ 53,296</b>	<b>\$ 1,543,243</b>	<b>\$ 1,405,722</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>\$ 30,716,000</b>	<b>\$ 20,122,514</b>	<b>\$ 2,235,105</b>	<b>\$ 1,380,204</b>	<b>\$ 21,502,719</b>	<b>\$ 18,989,855</b>



**HENDERSON COUNTY PUBLIC SCHOOLS  
CAPITAL OUTLAY  
as of March 31, 2022**

**REVENUES:**

3200 State Allocations  
 4100 County Appropriation  
 4400 Windsor-Aughtry Donations  
 4800 Lease Purchases/Insurance Settlement  
 4900 Fund Balance Appropriated  
**Total Fund Revenues**

	YTD		
Budget	Activity	Balance	
\$ -	\$ 129,715	\$ (129,715)	
1,500,000	1,350,000	150,000	
	3,000	(3,000)	
	95,280	(95,280)	
368,750	-	368,750	
<b>\$ 1,868,750</b>	<b>\$ 1,577,995</b>	<b>\$ 290,755</b>	

Prior Year	
-	\$ -
1,710,000	1,710,000
6,285	6,285
17,385	17,385
-	-
	<b>\$ 1,733,670</b>

**EXPENDITURES:**

5100 Regular Instructional Services-Equipment  
 6400 Technology Support Services  
 6500 Operational Support Services  
 7200 Nutrition Services  
 8300 Debt Services  
 9000 Capital Outlay-Land/Buildings  
**Total Fund Expenditures**

	YTD		
Budget	Activity	Balance	
\$ 200,103	\$ 143,061	\$ 57,042	
-	-	-	
169,000	49,670	119,330	
	-	-	
	-	-	
1,499,647	546,271	953,376	
<b>\$ 1,868,750</b>	<b>\$ 739,002</b>	<b>\$ 1,129,748</b>	

Prior Year	
368,311	\$ 368,311
-	-
155,329	155,329
3,240	3,240
-	-
447,162	447,162
	<b>\$ 974,042</b>

## AMERICAN RESCUE PLAN

Funding Plan - Approved Projects

**\$22,806,876**

MARCH 31, 2022

ARP Project #	Project Description	ARP Eligibility <small>(Expenditure Category)</small>	State Eligibility	PLAN		ACTUAL	
				Standard Allowance	ARP Eligible	Expenses	Encumbrances
				\$ 10,000,000	\$ 12,806,876		22,806,876
9031	Infusion Therapy - Pardee (8.18.21)	1.6 - Medical Expenses	\$ 153A-449		\$ 250,000	-	\$ 250,000
9032	Infusion Therapy - Advent Health (9.15.21)	1.6 - Medical Expenses	\$ 153A-449		\$ 250,000	-	\$ 250,000
xx	Broadband GREAT Grant Funding (3.22.22)	5.17 - Broadband, Other Projects	\$ 153A-459		\$ 1,000,000	-	-
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>	<b>\$ 500,000</b>

**REMAINING BALANCE \$ 10,000,000 \$ 11,306,876**

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** May 2, 2022

**SUBJECT:** Budget Amendment – VFW Architect Services

**PRESENTERS:** Samantha R. Reynolds, Finance Director

**ATTACHMENTS:** Yes  
1. Budget Amendment

**SUMMARY OF REQUEST:**

The Board is requested to approve a Budget Amendment, transferring \$212,000 from the COVID-19 Fund to the Capital Projects Fund. These monies will be used to fund Board approved architecture services for the VFW building project.

**BOARD ACTION REQUESTED:**

The Board is requested to approve the attached Budget Amendment as presented.

***Suggested Motion:***

*I move the Board approve the budget amendment as presented, transferring funds from the COVID-19 Fund to the Capital Projects Fund.*





STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**LEASE EXTENSION**

This LEASE EXTENSION is made as of July 1, 2022, by and between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and Hola Community Arts, a North Carolina non-profit corporation (the "Tenant").

Facts

A. The parties entered into a Commercial Lease Agreement (the "Lease") dated October 8, 2019, under the terms of which the County leased certain premises to the Tenant in return for certain consideration.

B. Both parties have been satisfied with the circumstances of the performance of the Lease, and wish for it to continue, on the terms stated herein.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Lease, the parties agree as follows:

1. The term of the Lease, as stated in paragraph 11 of the Lease, is extended for a period of one year, until June 30, 2023.
2. Except as modified hereby the Lease remains in full force and effect.

Executed by the parties with full authority this the 2nd day of May, 2022, but effective as of the date first written above.

COUNTY OF HENDERSON

HOLA COMMUNITY ARTS

By:   
County Manager

By: \_\_\_\_\_  
President

## 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.

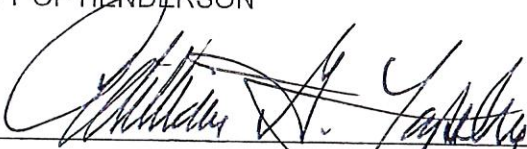
The CONSULTANT does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the COUNTY.

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 2nd day of May, 2022



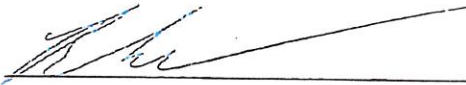
COUNTY OF HENDERSON

By:   
William G. Lapsley

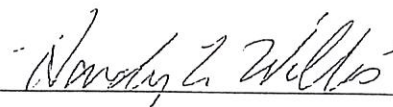
EXECUTED BY the CONSULTANT this 22<sup>th</sup> day of February, 2022.

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)

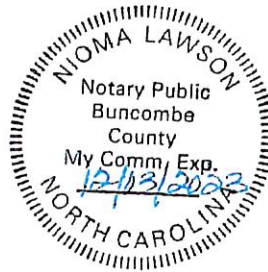
NIOMA LAWSON

(Signature)

Subscribed and sworn to before me this the 21<sup>st</sup> day of February, 2022

NIOMA LAWSON

Notary



My Commission Expires: 12/03/2023

## EXHIBIT A

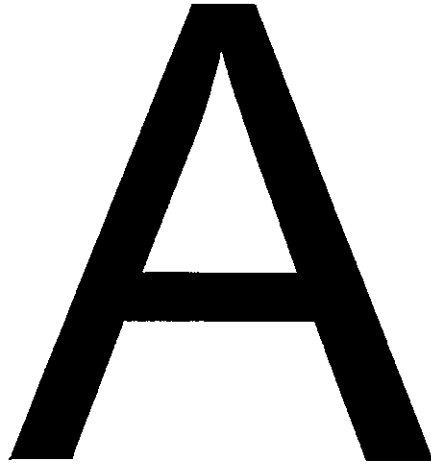
### Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

#### 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.

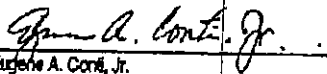
**ATTACHMENT A**

**TITLE VI ASSURANCES (WITH APPENDIX)**



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

**ATTACHMENT B**

CONSULTANT & SUBCONSULTANTS (IF APPLICABLE) APPROVED ESTIMATE

**B**



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.

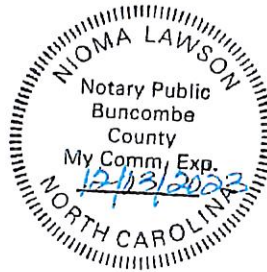
I acknowledge that this certificate is to be furnished to the North Carolina Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this agreement and is subject to applicable State and Federal laws, both criminal and civil.

2/21/22 (Date) Nioma Lawson (Signature)

Subscribed and sworn to before me this the 21<sup>st</sup> 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

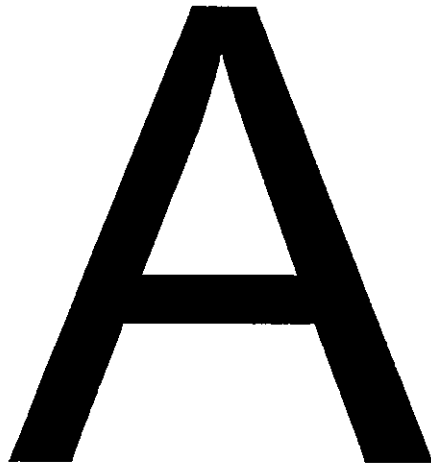
#### Instructions for Certification

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 a 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:

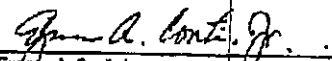
The (State highway department) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs 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 (5) 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**

**MEMORANDUM OF LEASE**

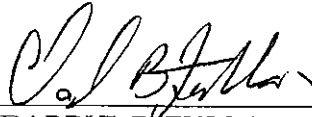
DARRYL B. FULLAM and wife, CARLA B. FULLAM, whose address is 1705 John Smith Road, Columbus, North Carolina 28722,

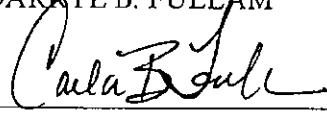
hereby lease to

The COUNTY OF HENDERSON, a body corporate and politic, with the address 1 Historic Courthouse Square, Suite 5, Hendersonville, North Carolina 28792,

for a term beginning May 5<sup>th</sup>, 2022 and continuing for a period of ten (10) years, plus one (1) additional ten-year renewal, the following property: See Exhibit A.

The provisions set forth in a written lease agreement between the parties dated May 5<sup>th</sup>, 2022, are hereby incorporated in this memorandum, this May 5<sup>th</sup>, 2022.

  
\_\_\_\_\_ [SEAL]  
DARRYL B. FULLAM

  
\_\_\_\_\_ [SEAL]  
CARLA B. FULLAM

  
\_\_\_\_\_  
JOHN MITCHELL, County Manger

STATE OF NORTH CAROLINA

LEASE

COUNTY OF HENDERSON

THIS LEASE, entered into as of the 5<sup>th</sup> day of May, 2022, by and between the Darryl B. Fullam and wife, Carla B. Fullam (hereinafter collective the "Landlord"), and the County of Henderson, a body corporate and politic of the State of North Carolina, (hereinafter the "Tenant");

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described real property located in Henderson County, North Carolina, on the terms and conditions hereafter set forth.

1. LEASED PREMISES; USE OF PREMISES. Landlord hereby leases, demises and leases unto Tenant, and Tenant hereby leases from Landlord, for the purposes set forth herein, the parcel shown on the plat of survey recorded at Plat Slide 13323, and easement for ingress, egress and regress over the land shown on the plat of survey recorded at Plat Slide 13577 (the parcel and easement hereinafter collectively called the "Premises"). The two plats are incorporated herein by reference.

The Premises shall be used for the construction and maintenance of a communications tower ("the Tower") and all reasonably related purposes, and also for the location of other towers for other law enforcement agencies and for commercial wireless telephone service providers. Tenant shall have the right to reasonably clear and thereafter to reasonably keep clear the Premises, access road, guy anchor locations and any utility easement areas of trees, bushes, rocks, and other conditions affecting the use of the Premises. Tenant shall have the following obligations with respect to the Premises and the Tower:

- A. To construct a fence, of the typical size and type usually installed around communications towers around Tower and any buildings constructed on the Premises, reasonably sufficient to keep persons who do not have Tenant's permission to enter from entering the Premises;
- B. To provide adequate warning signs-, as required by applicable law, surrounding the Premises to discourage people attempting to enter the Premises;
- C. To construct and maintain adequate anchors and guy wires-, if necessary, to hold the Tower in place, given its location at the top of a mountain, and to prevent injury to persons or property;
- D. To do all other things reasonably necessary to prevent unauthorized persons from entering the Premises, and sustaining injury from the Tower or its guy wires.

2. ACCESS TO PREMISES. Tenant shall have seven day a week, twenty-four hour per day access for purposes of ingress, egress, and regress to the Premises over a road to be maintained by Tenant serving the Tower site over the easement referred to in 1., above. The Landlord assumes no responsibility for the maintenance of said road, which maintenance shall be the sole responsibility of those parties using said road. Tenant shall have the right to maintain and repair said roadway, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for any utilities.

3. UTILITIES. Tenant shall be responsible to obtain and pay for service for all utilities required by Tenant for the operation of its Tower.

4. **PARKING.** Tenant shall have the right to reasonably park vehicles on or about the Premises and the lands immediately adjacent thereto during periods of construction, site inspections, and at times of necessary repair work. Provided Tenant shall not interfere with the properties or operations of the property owner.

5. **GUY WIRES.** Tenant intends to build a self-supporting tower on site but shall retain the right to run reasonable and necessary guy wires from the Tower to be constructed on the Premises, over, and across the adjoining lands of Landlord as may be reasonably necessary for the proper support of the Tower, including at such points the rights to install anchors of such size and materials as shall be necessary to secure the guy wires. The guy wires and anchors shall be located as shown on the plan annexed hereto as Exhibit A, but the Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the Tower or relocate the same within the boundaries of the Premises. The Tower height shall be in accord with the regulations of the Town of Mills River.

6. **LEASE TERM.** This Lease shall be for a term of ten (10) years, commencing on the date of the Lease, shall be renewable at the sole discretion of the Tenant for one additional ten (10) year term.

7. **RENT.** The Tenant shall make annual payments to the Landlord. The initial annual rent for the period through the end of the last day of June, 2024, shall be the sum of \$10,000.00. For periods July 1, 2024, and thereafter to the end of the term of this lease (and any renewals), the annual rent payment shall be determined as follows:

<b>PERIOD</b>	<b>BASE ANNUAL RENT</b>
July 1, 2024 through June 30, 2026	Previous annual rent (\$10,000) adjusted by the Index (defined below) for the period beginning 1 June 2022 and ending 31 May 2024
July 1, 2026 through June 30, 2028	Previous annual rent adjusted by the Index for the period beginning 1 June 2024 and ending 31 May 2026
July 1, 2028 through June 30, 2030	Previous annual rent adjusted by the Index for the period beginning 1 June 2026 and ending 31 May 2028
July 1, 2030 through June 30, 2032	Previous Base Rent adjusted by the Index for the period beginning 1 June 2028 and ending 31 May, 2030
July 1, 2032 through June 30, 2034, if the County exercises its option to renew	Previous Base Rent adjusted by the Index for the period beginning 1 June 2030 and ending 31 May, 2032
July 1, 2034 through June 30, 2036	Previous Base Rent adjusted by the Index for the period beginning 1 June 2032 and ending 31 May, 2034
July 1, 2036 through June 30, 2038	Previous Base Rent adjusted by the Index for the period beginning 1 June 2034 and ending 31 May, 2036
July 1, 2038 through June 30, 2040	Previous Base Rent adjusted by the Index for the period beginning 1 June 2036 and ending 31 May, 2038
July 1, 2040 through June 30, 2042	Previous Base Rent adjusted by the Index for the period beginning 1 June 2038 and ending 31 May, 2040



As used herein, the "Index" shall mean the United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. City Average, All items, not seasonally adjusted, 1982-1984=100 reference base.

Tenant shall be responsible for all costs in connection with the Tower and operation thereof. Annual payments shall be due on January 1 of each year. The annual payments stated above shall include use of the Tower by the Tenant, by other law enforcement agencies and by one (1) commercial wireless telephone provider, such provider to be Cellco Partnership d/b/a Verizon Wireless, or their affiliates, successors and assigns. In addition, the Tenant shall have the right without further approval of Landlord to add the use (and equipment necessary therefore) of further commercial wireless service providers to the tower at an additional monthly rental payment of \$700.00 per additional provider added, beginning the date such provider(s) commence operation. Tenant shall provide the Landlord with notice of the date of such commencement of operation.

8. PERMITTED ACCESS. Landlord shall be able to access the Tower site at any reasonable time, but with no less than seventy-two (72) hours prior notice, except in the case of an emergency, to inspect the site and ensure the terms of this lease are in order.

9. ASSIGNMENT; SUBLEASING. Tenant shall have the right, at any time, to assign this Lease, or sublet the Premises, in whole or in part, without first obtaining Landlord's consent. Provided, that Tenant shall have the right to include any emergency service agency or telecommunications provider serving the area without additional consent.

10. SUCCESSORS AND ASSIGNS. During the lease term Tenant shall peacefully and quietly enjoy the Premises, and easements granted hereunder, subject to the terms of this Lease. All the terms covenants and conditions of this Lease shall inure to the benefit of and shall be binding upon the parties hereto, their heirs and assigns, and shall be deemed to run with the land.

11. DEFAULT. Tenant shall be deemed to be in default of this Lease if Tenant fails to correct any default after Landlord has given Tenant written notice of any default hereunder and Tenant has failed to cure the same within thirty (30) days after receipt of such notice.

12. All correspondence relating to this Lease shall be sent to the following addresses:

Landlord: Darryl B. Fullam and Carla B. Fullam  
1705 John Smith Rd.  
Columbus, NC 28722

Tenant: Henderson County  
1 Historic Courthouse Square  
Hendersonville, NC 28793

13. IMPROVEMENTS. All improvements including buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant upon the Premises or the guy anchor locations shall remain personal property of Tenant and shall be removed by Tenant upon the expiration of the Lease. Tenant shall repair the Premises upon the removal of any such improvements at Tenant's expense, leaving the premises in the same condition as at the commencement of the Lease.

14. INDEMNIFICATION. Tenant shall be in exclusive control and possession of the Premises. Landlord shall not be liable for any injury or damages to any property or any person on or about the Premises, nor for any injury or damage to any property of Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, including reasonable attorneys' fees and other costs of representation, which

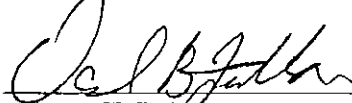
may arise out of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invitees. Tenant represents that it is insured with liability insurance in an amount equal to \$1,000,000, and that it will maintain said liability insurance with coverage in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate.

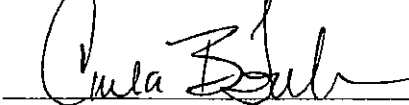
15. GOVERNING LAW. This Lease shall be governed by the laws of the State of North Carolina.

16. REGULATIONS. Tenant shall comply with all governmental regulations, rules and laws, and shall obtain any necessary licenses to construct the Tower on the Premises as required by the Federal Aviation Authority, or other governmental entity. Tenant covenants that it will use the leased premises in accordance with all relevant governmental authority and shall not violate any law, regulation or other governmental code with respect to the use of the premises.

17. ACKNOWLEDGEMENTS. When properly completed, a certificate in substantially the following form may be used and shall be sufficient under the law of this State to satisfy the requirements for a notarial certificate for one or more individuals, acting in his, her, or their own right or, whether or not so stated in the notarial certificate, in a representative or fiduciary capacity, including one or more individuals acting on behalf of an unincorporated association, as an officer or director of a corporation, as a partner of a general or limited partnership, as a manager or member of a limited liability company, as the trustee of a trust, as the personal representative of a decedent's estate, as an agent or attorney in fact for another, as the guardian of a minor or an incompetent, or as a public official. The authorization of the form in this section does not preclude the use of other forms. This section applies to notarial certificates made before, on, and after December 1, 2005.

IN WITNESS WHEREOF, this lease has been executed as of the day and year first above written.

  
\_\_\_\_\_  
DARRYL B. FULLAM (SEAL)

  
\_\_\_\_\_  
CARLA B. FULLAM (SEAL)

COUNTY OF HENDERSON

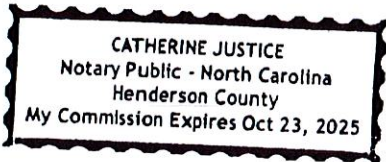
  
\_\_\_\_\_  
By: JOHN MITCHELL, County Manager (SEAL)

North Carolina, Henderson County

I Catherine Justice, a Notary Public of the above County and State, do hereby certify that Darryl B. Fullam and Carla B. Fullam, husband and wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5 day of May, 2022.

(Official seal)



Catherine Justice

Signature, Notary Public

Catherine Justice

Print Name, Notary Public

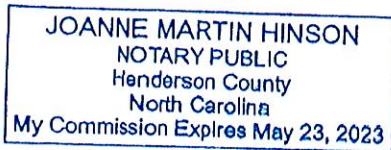
My Commission expires: 10/23/25

North Carolina, Henderson County

I, JoAnne Martin Hinson, a Notary Public of the above County and State, do hereby certify that John Mitchell, County Manager of Henderson County, North Carolina, personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of Henderson County, North Carolina.

Witness my hand and official seal this the 5th day of May, 2022

(Official seal)



JoAnne Martin Hinson

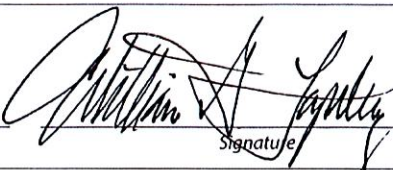
Signature, Notary Public

JoAnne Martin Hinson

Print Name, Notary Public

My Commission expires: May 23, 2023

# N.C. Parks and Recreation Trust Fund (PARTF): 2021-2022 Basic Facts and Assurances

Local Government Name: <u>Henderson County</u>	
Federal Employee I.D. Number: <u>56-56-6000307</u>	County: <u>Henderson</u>
<b>Local Government Contact Person for Grant*</b> Name: <input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. <u>Carleen Dixon</u> Title: <u>Director of Parks and Recreation</u> Organization: <u>Henderson County</u> Mailing Address: <u>708 South Grove Street</u> City: <u>Hendersonville</u> State: <u>NC</u> Zip: <u>28792</u> Telephone: <u>828-697-4884</u> E-mail: <u>cdixon@hendersoncountync.gov</u> <i>*must be an employee of the sponsoring local government.</i>	<b>Local Government Manager</b> Name: <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. <u>John Mitchell</u> Title: <u>County Manager</u> Organization: <u>Henderson County</u> Mailing Address: <u>1 Historic Courthouse Square, Suite 2</u> City: <u>Hendersonville</u> State: <u>NC</u> Zip: <u>28792</u> Telephone: <u>828-697-4809</u> E-mail: <u>jmittell@hendersoncountync.gov</u>
<b>Chief Elected Official</b> Name: <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. <u>William Lapsley</u> Title: <u>Chairman of the Board of Commissioners</u> Mailing Address: <u>1 Historic Courthouse Square, Suite 1</u> City: <u>Hendersonville</u> State: <u>NC</u> Zip: <u>28792</u>	<b>Type of Project:</b> <input type="checkbox"/> Land Acquisition Only <input checked="" type="checkbox"/> Development Only (construction or renovation) <input type="checkbox"/> Land Acquisition and Development
<b>Site Control (check all that apply):</b> <input checked="" type="checkbox"/> Owned by local government <input type="checkbox"/> To be obtained with this land acquisition project <input type="checkbox"/> Has been obtained for this land acquisition project using an approved waiver that expires on this date: _____ <input type="checkbox"/> Leased by applicant for 25 years or more <input type="checkbox"/> Easement <input type="checkbox"/> Owned by school board	<b>Costs rounded to nearest dollar:</b> PARTF funds requested: \$ <u>286,125</u> .00 Local government's matching funds: \$ <u>286,125</u> .00 Total cost of project: \$ <u>572,250</u> .00
Recreation Resources Service (RRS) regional consultant: <u>Judith Francis</u>	
Project Name: <u>Redefining Etowah Park</u>	
Is this an LWCF-funded park on these <a href="#">lists of NC projects</a> ? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
If yes, list the grant number(s): _____	
<b>Certification and Approval by Local Governing Board</b> I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period. This application has been approved by the local governing board.	
Chief Elected Official:  <u>William Lapsley</u> <small>Print or Type Name</small>	<u>Chairman of the Board</u> <small>Title</small>  <small>Signature</small>
<i>If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.</i>	
<b>THIS FORM MUST BE COMPLETE IN ITS ENTIRETY FOR YOUR APPLICATION TO BE CONSIDERED</b>	



**NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION AND  
HIGHWAY SAFETY REQUEST FOR ADDITION TO STATE MAINTAINED  
SECONDARY ROAD SYSTEM**

North Carolina  
County of Henderson  
Road description: Vine Road

**WHEREAS**, the attached petition has been filed with the Henderson County Board Commissions requesting that the above-described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road system; and

**WHEREAS**, the Board of County Commissioners is of the opinion that the above-described road should be added to the Secondary Road System if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation and Highway Safety for the addition of roads to the System.

**NOW, THEREFORE**, be it resolved by the Board of Commissioners of the County of Henderson that the Division of Highways is hereby requested to review the above-described road, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Henderson at a meeting on the 2nd day of May 2022 and appears on the minutes of the said Commission.

WITNESS my hand and official seal this the 2nd day of May 2022.

Denisa A. Lauffer



Clerk, Board of Commissioners  
County of Henderson

Form SR-2(7-73).

PLEASE-NOTE:

Forward direct with request to the Division Engineer, Division of Highways.

## Henderson County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 266,020 Local Match: \$ 117,128 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$5,400						\$5,400	
2	Boys & Girls Club of Henderson County	\$41,080	\$2,970	\$9,354				\$53,404	23%
3	Kids At Work!	\$81,621		\$3,518	\$25,378			\$110,517	26%
4	The Mediation Center	\$21,340	\$3,000	\$3,403				\$27,743	23%
5	Blue Ridge Literacy Council At-Risk Youth Literacy & Life Skills Program	\$32,255	\$8,150	\$5,000	\$28,572			\$73,977	56%
6	Aspire Vocational Direction	\$57,599			\$18,783			\$76,382	25%
7	Trinity Place	\$30,000	\$9,000					\$39,000	23%
8									
9									
10									
11									
12									
13									
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15									
16									
17									
18									
<b>TOTALS:</b>		<b>\$269,295</b>	<b>\$23,120</b>	<b>\$21,275</b>	<b>\$72,733</b>			<b>\$386,423</b>	<b>30%</b>

The above plan was derived through a planning process by the Henderson County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-2022

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \$3,275

check type    initial  an     update     final

-----DPS Use Only-----	
Reviewed by _____ Area Consultant	Date _____
Reviewed by _____ Program Assistant	Date _____
Verified by _____ Designated State Office Staff	Date _____

\_\_\_\_\_  
Chairperson, Juvenile Crime Prevention Council    (Date)

\_\_\_\_\_  
Chairperson, Board of County Commissioners    (Date)  
or County Finance Officer