

# **REQUEST FOR BOARD ACTION**

## **HENDERSON COUNTY**

### **BOARD OF COMMISSIONERS**

**MEETING DATE:** 7 November 2005

**SUBJECT:** Revision of Greenways Commission Interlocal Modification Agreement

**ATTACHMENT(S):** Revised Interlocal Agreement

**SUMMARY OF REQUEST:**

The attached proposed revision of the Interlocal Agreement Modifying the Greenways Commission is at the request of the Commission. The only change in this document from the Interlocal Agreement approved by this Board on 3 October 2005 is the shortening of the terms of Commission members to two years from four.

**COUNTY MANAGER RECOMMENDATION/BOARD ACTION REQUESTED:**

The County manager supports this proposal.

County staff will be present and prepared if requested to give further information on this matter.

# Interlocal Agreement Modifying the Establishment Of the Apple Country Greenways Commission

## 1. History and Purpose

On or about 17 November 1999, the Village of Flat Rock (“Flat Rock”), the Town of Fletcher (“Fletcher”), the County of Henderson (“the County”), the City of Hendersonville (“Hendersonville”) and the Town of Laurel Park (“Laurel Park”) entered into an Interlocal Agreement (“the original agreement”) establishing the Apple Country Greenways Commission (“the Commission”). Originally the Commission consisted of fifteen (15) members, three appointed each by Flat Rock, Fletcher, the County, Hendersonville and Laurel Park.

Since the entry of the original agreement, a new municipality, the Town of Mills River (“Mills River”), has been created in Henderson County. The parties hereto agree that it would be mutually advantageous to modify the organization of the Commission to include representation for Mills River, and to make the Commission’s size more manageable, and to otherwise modify the original agreement.

## 2. Statement of Agreement

The parties hereto agree as follows:

A. Article III of the original agreement is modified by adding the following paragraph, to follow immediately after the end of the existing Article III:

*Effective with the execution of an interlocal agreement modifying the establishment of the Apple Country Greenways Commission, the term “participating governmental units” shall include the Town of Mills River.*

B. Article IV of the original agreement is modified by striking sub-part (e) to the statement of the responsibilities and duties of the Commission, and inserting in lieu thereof the following:

*(e) To periodically review, revise as appropriate and recommend to the participating governmental units uniform standards for the design and construction of greenways, including sign standards, to be employed County-wide;*

C. Article IV of the original agreement is modified by striking sub-part (h) to the statement of the responsibilities and duties of the Commission, and inserting in lieu thereof the following:

*(h) To adjust, when necessary, the master plan for greenways in Henderson County to reflect influences of constructed greenways. However, prior to adopting a recommended master plan the Commission shall distribute the plan to the participating governmental units for their review, comment, and concurrence.*

D. Article V of the original agreement is modified by striking the same, and inserting in lieu thereof the following:

*The membership of the Apple Country Greenway Commission shall be appointed and serve in accordance with this article.*

*(a) There shall be twelve (12) regular members on the Commission, as follows:*

*(1) Two (2) regular members shall be appointed by the governing bodies of each of the participating governmental units.*

*(2) Additionally, each participating governmental unit may select one or more staff members or volunteers with responsibility or expertise in the area of planning for parks and recreation within the participating governmental unit to serve as ex officio, non-voting members of the Commission. ,*

*(3) The participating governmental units may make appointments at their discretion, without any restrictions as to place of residence, profession, affiliation, or membership in any particular organization. However, the participating governmental units agree that the Commission would benefit from having members familiar with or interested in Greenways in Henderson County. Such familiarity or interest in Greenways in Henderson County may be indicated from factors including, but not limited to, membership in environmental organizations or service on environmental committees; employment with a local, State, or Federal Parks and Recreation Department or Service; employment with the Henderson County Soil and Water Conservation District, the North Carolina Cooperative Extension Service, or Henderson County Travel and Tourism; membership in community clubs having an interest in preserving ecological habitats; or any other factors in the discretion of each participating governmental unit.*

*(b) The terms of the regular members shall be two (2) years; provided, however, the terms of initial regular members shall be staggered so that one-half of the terms will end each year. Each participating governmental unit shall make one initial appointment for a two-year term as a regular member and one initial appointment for a one-year term as a regular member. A vacancy for the remainder of any term shall be filled by the governing body making the original appointment.*

*(c) The members of the Commission shall serve without pay.*

E. Except as modified hereby, the original agreement is hereby ratified and remains in full force and effect.

WITNESS OUR HANDS AND SEALS this the \_\_\_\_\_ day of \_\_\_\_\_,  
2005.

VILLAGE OF FLAT ROCK

Attest:

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

\_\_\_\_\_

TOWN OF FLETCHER

Attest:

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

\_\_\_\_\_

COUNTY OF HENDERSON

Attest:

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

\_\_\_\_\_

CITY OF HENDERSONVILLE

Attest:

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

\_\_\_\_\_

TOWN OF LAUREL PARK

Attest:

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

\_\_\_\_\_

TOWN OF MILLS RIVER

Attest:

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

\_\_\_\_\_