

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: April 15, 2015

SUBJECT: City of Hendersonville Lease

PRESENTER: John Mitchell, Business and Community Development Director

ATTACHMENTS: Interlocal Agreement

SUMMARY OF REQUEST:

The City of Hendersonville has occupied offices in the Community Development Building since December of 2006. The City's Zoning Department currently uses two offices on the second floor, nearest King Street.

Currently, the City is undergoing a review of their regulatory practices. The City manager has requested additional space in the Community Development Building to accommodate the City of Hendersonville's Planning Department and Fire Marshal.

The proposed lease rate is \$10 per sqft, for five years, with an option to renew. Total proceeds from the lease will be approximately \$10,000 a year. The agreement also allows the City to install appropriate signage and up-fit their space. The total area requested would occupy 1,000 square feet (sqft) of offices adjoining and including the current space used by the City.

BOARD ACTION REQUESTED:

Approve the attached Interlocal Agreement and authorize the City of Hendersonville to lease space in the Community Development Building.

Suggested Motion:

I move that the Board of Commissioners approve the Interlocal Agreement.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

INTERLOCAL AGREEMENT

This Interlocal Agreement, pursuant to Article 20 of Chapter 160A, is made by and between the County of Henderson, a body corporate and politic of the State of North Carolina ("the County") and the City of Hendersonville, a municipal corporation of the State of North Carolina ("the City").

Facts Leading to Agreement

A. The County and the City have discussed leasing a portion of the County's Community Development Building to the City to create a one-stop-shop for permitting and planning functions.

B. It is the intent of the parties that a Comprehensive Permit Center would:

(1) Provide a single location for ninety percent of the County and all of the residents of the City to obtain all land development information and permits.

(2) Provide a better opportunity for City and County staff to communicate regarding permitting and inspection issues associated with planned and active projects.

(3) Provide citizens and staff an opportunity to resolve issues that may arise in the development process in a central location accessible to both City and County residents.

Statement of Agreement

The parties agree as follows:

1. The County hereby leases to the City office space in the County's office building at 100 North King Street, or such other premises as the parties may later agree (such office space hereafter "the leased premises"), suitable for the planning and zoning departments of the City and other staff they may deem appropriate.

2. The leased premises constitutes 1,000 square feet.

3. The initial term of this lease shall be five (5) years, beginning 1 July 2015. However, unless either party shall give notice of the intention to terminate this provision at least six (6) months prior to the end of the term (that is, not later than 31 December 2019), then the lease shall be extended for another term of five (5) years.

4. The City will pay to the County as rent the sum of Ten Dollars (\$10.00) per square foot of the leased premises per year, beginning 1 July 2015.

Executed with authority of the governing boards, this the _____ day of April, 2015.

COUNTY OF HENDERSON

CITY OF HENDERSONVILLE

By: _____
STEVE WYATT
County Manager

By: _____
JOHN F. CONNET
City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director for City of Hendersonville