

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: 15 April 2015
SUBJECT: Amendment of Inter-local Agreement
PRESENTER: Charles Russell Burrell
ATTACHMENT(S): Draft agreement modification

SUMMARY OF REQUEST:

The 16 April 2014 Inter-local Agreement with Asheville is in need of modification, given the sale of the “Bent Creek” property approved today. This proposed amendment would allow the net sales proceeds to be used for any lawful purpose.

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

BOARD ACTION REQUESTED:

Approval of the modification of the Inter-local Agreement.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the proposed modification of the 16 April 2014 Inter-local Agreement with Asheville, and authorize the Chairman and staff to complete the execution of the same.

MODIFICATION OF INTER-LOCAL AGREEMENT

THIS MODIFICATION OF INTER-LOCAL AGREEMENT is made and entered into this ____ day of April, 2015, by and between the County of Henderson, a body corporate and politic of the State of North Carolina (“Henderson County”) and the City of Asheville, a North Carolina municipal corporation (“Asheville”).

WITNESSETH:

WHEREAS, the parties have previous entered into an Inter-local Agreement pursuant to Article 20 of NCGS Chapter 160A (the “Agreement”), dated 16 April 2014; and

WHEREAS, the Agreement specifies the use to which Henderson County can put its share of the proceeds from the sale of certain real property; and

WHEREAS, Asheville and Henderson County wish to modify the Agreement as stated herein;

NOW, THEREFORE, in consideration of the premises and the sum of \$10.00 paid by Henderson County to Asheville, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree that Paragraph 6 (found on Page 2) of the Agreement is modified by striking the first sentence of the same, and inserting in lieu thereof the following:

6. Henderson County shall use its share of the proceeds for any lawful purpose, including but not limited to the purchase and construction of a law enforcement training center (“the Training Center”).

Except as expressly modified hereby, the Agreement (including the remainder of Paragraph 6 other than the previous first sentence thereof) remains in full force and effect.

This Agreement shall be ratified by the City Council of Asheville and the Board of Commissioners of Henderson County, and a copy thereof shall be spread upon the minutes of both bodies.

IN WITNESS WHEREOF, the parties have executed this Agreement, the Grantor by causing it to be signed in its corporate name by its Mayor and attested by its City Clerk, and sealed with its corporate seal, and the Grantee by causing it to be signed by the Chairman of its Board of Commissioners and attested by the Clerk to the Board of Commissioners and sealed with its seal, on the day and year first above written.

[signature page follows]

Attest:

CITY OF ASHEVILLE

Magdalen Burleson, City Clerk
(official seal)

By: _____
ESTHER E. MANHEIMER, Mayor

HENDERSON COUNTY BOARD
OF COMMISSIONERS

Attest:

Teresa Wilson, Clerk to the Board
(official seal)

By: _____
THOMAS H. THOMPSON, Chairman

APPROVED AS TO FORM:

Henderson County Attorney

Asheville City Attorney