

**DRAFT**

6/25/2015

MINUTES

CC: BOC  
Steve  
Amy  
AUS

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
WEDNESDAY, JUNE 24, 2015**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 9:00 a.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were: Chairman Tommy Thompson, Vice-Chairman Charlie Messer, Commissioner Grady Hawkins, Commissioner Mike Edney, Commissioner William Lapsley, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Management Assistant Megan Powell, Director of Business and County Development John Mitchell, Finance Director Carey McLelland, Library Director Trina Rushing, Health Department Director Steve Smith, Department of Health Administrative Assistant Cathy Nicholson, Purchasing Agent Randy Cox, Sheriff's Department PIO Frank Stout, Senior Planner Autumn Radcliff, Capital Project Manager David Berry, IT Director Becky Snyder, Assessor/Tax Collector Stan Duncan, Jail Administrator Captain Jim Player, Captain Steve Carter, Corporal Jeff Banks as security, and Assistant Engineer Natalie Berry, PIO Kathy Finotti & Environmental Programs Coordinator Rachel Hodge – videotaping.

**CALL TO ORDER/WELCOME**

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

**INVOCATION**

County Manager Steve provided the invocation.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the American Flag was led by Commissioner Hawkins.

**PUBLIC HEARING**

**Public Hearing Regarding Close Out for the 2011 Scattered Site Housing Grant (11-C-2316)**

*Commissioner Hawkins made the motion to go into public hearing regarding the close out for the 2011 Scattered Site Housing Grant (11-C-2316). All voted in favor and the motion carried.*

Autumn Radcliff stated Henderson County received \$400,000 of Community Development Block Grant funds from the N.C. Department of Commerce's Division of Community Investment and Assistance (CI) for its 2011 Scattered Site Housing Project (Grant # 11-C-2316). No local match (County funds) was required for this grant. Through this grant, the County provided six qualified, owner-occupied residents with comprehensive housing rehabilitation assistance and one resident with emergency repair assistance.

The NC Department of Commerce requires public hearings as part of its CDBG programs. To complete the grant program, Henderson County is required to hold a close out public hearing to receive public comments concerning the grant prior to completion.

The closeout public hearing notice was published in the Hendersonville Tribune on Thursday, June 11, 2015, which is within the required time frame of publishing no fewer than 10 days before the scheduled hearing and no more than 25 days before the hearing.

After holding the closeout hearing to receive public comments, no further action is required by the Board.

**PUBLIC INPUT**

There was none.

DATE APPROVED:

*Commissioner Messer made the motion to go out of public hearing. All voted in favor and the motion carried.*

**DISCUSSION/ADJUSTMENT OF CONSENT AGENDA**

*Commissioner Hawkins made the motion to adopt the Consent Agenda with the addition of setting a public hearing for Project Wing, and minus the Amendment of Chapter 78 of Henderson County Code, pulled for discussion. All voted in favor and the motion carried.*

**Amendment of Chapter 78 (Fire Prevention) of Henderson County Code – pulled for discussion by Commissioner Edney**

With the changes in fire prevention inspections in the coming fiscal year, modifications are needed for the Ordinance under which they are performed. Proposed are amendments:

1. Amendment to section 78-3: this makes clear that the County’s ordinance can apply in municipalities upon entry of a contract with such municipality by the Board.
2. Amendments to section 78-6: the first change makes it clear that the Board can set (as it has) a schedule for such inspections, subject to more frequent inspections if circumstances warrant. The second change authorizes the charging of fees for such inspections, directs that fees be paid within 30 days of a triggering event. The “shall be paid” language makes nonpayment a violation of the Code, subject to a civil penalty. In the absence of this provision, there would no incentive for timely payment of fees.

Commissioner Edney stated when the vote was made to charge all for fire inspections, he was not present. He is opposed to imposing fees on small businesses for fire inspections. He will vote in opposition for that reason.

*Commissioner Lapsley made the motion that the Board approves the proposed amendments to Chapter 78 of the Henderson County Code. The vote passed 4-1 with Commissioner Edney voting nay.*

CONSENT AGENDA consisted of the following:

**Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):  
June 1, 2015 - regularly scheduled meeting

**Tax Collector’s Report**

Collections Specialist Luke Small had presented the Tax Collector’s Report to the Commissioners dated June 11, 2015 for information only. No action was required.

**Pending Releases & Refunds**

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

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

Type	Amount:
Total Taxes Released from the Charge	\$ 8,023.68
Total Refunds as a Result of the Above Releases	\$ 1,697.93

*Motion:*

*I move the Board approves the Combined Release/Refund Report as presented.*

**Budget Amendment – Special Needs Sports**

At the June 1, 2015 it was requested that \$4,500 be moved from the Recreation Department to Dues and Non Profits to assist in a paving project being undertaken by Special Needs Sports at Jackson Park.

*Motion:*

*I move the Board of Commissioners approves the budget amendment to use \$4,500 in Recreation for the Special Needs Sports Paving project.*

**Energy Management Update**

A report was provided in the agenda packet with information to the Board about the County's energy use across all County facilities in the areas of electricity, natural gas, and water/ sewer. It compared the current FY third quarter with the previous year to illustrate a historical trend in commodity consumption. Supplementary cost analyses represent the total annual cost percentages (YTD) and the monthly cost profile comparing 2014 and 2015 YTD for the highest-cost commodity at each facility.

**Bid Award for Security Upgrades at Detention Center**

The Board is requested to approve the low bid and authorize staff to proceed with the procurement of security upgrades to include new cameras and locking control systems at the Henderson County Detention Center. Bidding was conducted between May 22 and June 3, 2015. The low bidder was Simplex Grinnell for a total price of \$383,875.00. Their proposal also included an option for additional equipment in the amount of \$21,400.00 that was determined to be a necessary component of the project subsequent to the bid opening. The total contract amount recommended for award is \$405,275.00

The security upgrades were approved as part of the Information Technology, and Facility Services Fiscal Year 2016 budgets.

*Motion:*

*I move the Henderson County Board of Commissioners awards the contract for the Henderson County Detention Center upgrades to the low bidder, Simplex Grinnell for \$405,275 authorize staff to proceed with said upgrades, and authorize the County Manager to execute any required documents.*

**Annual Volunteer Appreciation Banquet**

Staff requests that the Board look at their calendars regarding the date for the 2015 Annual Volunteer Appreciation Banquet. The Banquet was held last year at the Henderson County Athletics and Activity Center in the gymnasium, and was very successful, accommodating well the number of volunteers who daily work to better Henderson County. Staff plans to hold this year's banquet again at the Activity Center, and has tentatively scheduled the date for Tuesday, October 20th.

**Walk of Fame Steering Committee – Revised Charter**

At the February 2, 2015 Board of Commissioners Meeting, Tom Orr presented for the Board's consideration, the concept for a "Walk of Fame" Committee. The purpose of the Committee would be to determine a means by which to recognize outstanding contributors to the growth and development of Henderson County.

At the April 15, 2015 Meeting, the Board approved a draft charter, and directed Staff to continue to work with the City of Hendersonville as needed to get the Committee established. The City of Hendersonville has

since discussed the proposal, and has requested that the Bylaws and Rules of Procedure be amended to replace the Heritage Museum appointee, and allow the City of Hendersonville three members. With the Walk primarily being located in Downtown Hendersonville, City resources would be needed to install and maintain any proposed plaques of monuments.

Motion:

*I move the Board approves the revised Charter and By-Laws for the Walk of Fame Steering Committee, and authorize Staff to continue to work with the City of Hendersonville.*

**Approval of contract for Municipal Fire and Building Inspection Services**

Staff has drafted a proposed contract for Municipal Fire and Building Inspection Services. With Board approval, the draft will be presented to each municipality.

Motion:

*I move that the Board approves the draft contract to be presented to the County's municipalities.*

**Approval of Enhanced Law Enforcement Services contract with Town of Mills River**

A draft contract for services for Enhanced Law Enforcement Services to be provided by the Henderson County Sheriff's Office to the Town of Mills River was included in the agenda packet.

Motion:

*I move that the Board approves the proposed agreement with the Sheriff and the Town of Mills River.*

**Autoagent Contract**

A request was received asking for approval to allow the Tax Collector to enter into a contract with Autoagent, a clearing house to process and expedite more efficient collections from mortgage lenders.

At no cost to the county, Autoagent is a service utilized by all of the large mortgage services – at their cost – to oversee the billing and payment of property taxes on parcels of real property where the buyer has their property tax obligation escrowed by the lender. Many taxing authorities throughout NC and the US are utilizing the service. For Henderson County, the primary benefit will be the reduction of refunds where the buyer has paid the tax before the mortgage company has submitted payment. Generally, the service:

- Eliminates refunds
- Accurate tax processing and payments
- Instant notification and control
- Payments via wire transfer; no checks
- No underpayments or overpayments
- Reports exemptions, litigation, foreclosures, delinquencies
- Used by all national tax servicers and over 3,000 lenders around the US
- Fully integrated property tax payment portal for credit/debit/e-check payments

Motion:

*I move the Board approves contracting with Autoagent.*

**Set Public Hearing - Project Wing economic incentives – Add on**

The Board is requested to set a public hearing.

The requested date and time for the public hearing is July 15, 2015, at 9:00 a.m.

Motion:

*I move that the Board set a public hearing on July 15, 2015, at 9:00 a.m. regarding Project Wing economic incentives.*

**DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA**

*Chairman Thompson made the motion to approve discussion items as presented. All voted in favor and the motion carried.*

**Notification of Vacancies**

Chairman Thompson noted the following vacancies and opened the floor to nominations.

1. Asheville Regional Housing Consortium -1 vac.
2. EMS Peer Review Committee – 1 vac.
3. Henderson Tourism Development Authority – 2 vac.
4. Library Board of Trustees – 2 vac.
5. Recreation Advisory Board – 1 vac.

**Nominations**

1. **Child Protection and Fatality Prevention Team – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

2. **East Flat Rock Community Plan Advisory Committee – 2 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

3. **EMS Peer Review Committee – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

4. **Environmental Advisory Committee – 3 vac.**

Commissioner Edney nominated Ryan Cannon for Chair. *Chairman Thompson made the motion to accept the appointment of Ryan Cannon as Chair by acclamation. All voted in favor and the motion carried.*

5. **Equalization and Review, Henderson County Board of – 2 vac.**

Chairman Thompson nominated John Woodham for position #5. *Chairman Thompson made the motion to accept the appointment of John Woodham to position #5 by acclamation. All voted in favor and the motion carried.*

6. **Henderson County Board of Health – 1 vac.**

Commissioner Edney nominated Harry “Bo” Caldwell for position #10. *Chairman Thompson made the motion to accept the appointment of Bo Caldwell to position #10 by acclamation. All voted in favor and the motion carried.*

7. **Henderson Tourism Development Authority – Chair Appointment**

Commissioner Edney nominated Shannon Clarke for Chair. Commissioner Hawkins nominated David Nicholson for Chair. The Board was polled with the following results:

Mike Edney	Charlie Messer	Tommy Thompson	Grady Hawkins	Bill Lapsley
1. Clarke	1. Nicholson	1. Nicholson	1. Nicholson	1. Nicholson

With the majority of votes, *David Nicholson was appointed as Chair of the Henderson Tourism Development Authority.*

**8. Historic Resources Commission – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**9. Hospital Corporation Board of Directors/UNCH – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**10. Juvenile Crime Prevention Council – 9 vac.**

Commissioner Hawkins nominated Emily Cowan for position #14. Commissioner Messer nominated Jon Wing for position #2. *Chairman Thompson made the motion to accept the reappointment of Emily Cowan to position #14 and the appointment of Jon Wing to position #2 by acclamation. All voted in favor and the motion carried.*

**11. Land-of-sky Regional Council – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**12. Mountain Area Workforce Development Board – 3 vac.**

Commissioner Hawkins nominated Dr. Molly Parkhill for position #4. Commissioner Edney nominated Phil Webb for position #2. Commissioner Messer nominated Judith Hansen for position #3. *Chairman Thompson made the motion to accept the reappointment of Dr. Molly Parkhill to position #4, the appointment of Phil Webb to position #2 and the appointment of Judith Hansen to position #3 by acclamation. All voted in favor and the motion carried.*

**13. Mountain Valleys Resource Conservation and Development Program – 1 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**14. Nursing/Adult Care Home Community Advisory Committee – 5 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**15. Senior Volunteer Services Advisory Council – 3 vac.**

There were no nominations at this time and this item was rolled to the next meeting.

**NEW HEALTH SCIENCES CENTER FINANCING**

Finance Director Carey McLelland stated the required initial resolution prepared by the County's Bond Counsel, Parker Poe Adams & Bernstein LLP, for this new financing authorizes the negotiation of an installment financing contract which provides for certain other related matters for the financing was included in the agenda packet. At this time the percentage rate is estimated at 3 to 3.5 percent.

The resolution makes the necessary findings for the project and the financing, authorizes the Finance Director to make an application to the Local Government Commission (LCG) for approval of the financing, and directs staff to retain the assistance of its bond counsel, financial advisor and the underwriter for the financing.

The resolution also sets a public hearing on the proposed financing for July 15, 2015 at 9:00 a.m. and directs the Clerk to the Board to cause a notice of public hearing to be published once and no fewer than 14 days prior to the public hearing.

Commissioner Edney moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted, by reading the title thereof (further reading waived without objection):

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON,  
NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING  
CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

*WHEREAS*, the County of Henderson, North Carolina (the "*County*") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

*WHEREAS*, the County has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment purchase contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price;

*WHEREAS*, the Board hereby determines that it is in the best interest of the County to (1) enter into an Installment Financing Contract (the "*Contract*") with Henderson County Governmental Financing Corporation (the "*Corporation*") in order to pay the capital costs of the acquisition, construction and equipping of a Joint Health Education Center in the County (the "*Project*"), and (2) to enter into a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") related to the County's fee simple interest in certain real property on which the Project will be located (the "*Site*") that will provide security for the County's obligations under the Contract;

*WHEREAS*, the County hereby determines that the acquisition, construction and equipping of the Project is essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Project will provide an essential use and will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the County by virtue of the findings presented herein;

*WHEREAS*, the County hereby determines that the Contract allows the County to purchase the Project and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

*WHEREAS*, the County hereby determines that the estimated cost of financing the acquisition, construction and equipping of the Project is an amount not to exceed \$34,000,000, and that such cost of the acquisition, construction and equipping of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*WHEREAS*, although the cost of financing the acquisition, construction and equipping of the Project pursuant to the Contract is expected to exceed the cost of financing the acquisition, construction and equipping of the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the acquisition, construction and equipping of the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of acquiring, constructing and equipping the Project; and (3) insufficient revenues are produced by the Project so as to permit a revenue bond financing;

*WHEREAS*, the County has determined and hereby determines that the estimated cost of financing the acquisition, construction and equipping of the Project pursuant to the Contract reasonably compares with

an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

*WHEREAS*, the County does not anticipate a future property tax increase to pay installment payments falling due under the Contract;

*WHEREAS*, Parker Poe Adams & Bernstein LLP, as special counsel ("*Bond Counsel*"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

*WHEREAS*, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

*WHEREAS*, the County is not in default under any of its debt service obligations;

*WHEREAS*, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

*WHEREAS*, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "*LGC*"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

*WHEREAS*, a public hearing on the Contract after publication of a notice with respect to such public hearing must be held and approval of the LGC with respect to entering the Contract must be received; and

*WHEREAS*, the County hereby determines that all findings, conclusions and determinations of the County in this Resolution are subject to modification or affirmation after all interested parties have been afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract and the Deed of Trust and the Project to be financed.

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AS FOLLOWS:*

Section 1. *Authorization to Negotiate the Contract.* That the County Manager and the Finance Director, with advice from the County Attorney and Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County for the financing of the acquisition, construction and equipping of the Project for a principal amount not to exceed \$34,000,000 under the Contract to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the County's obligations thereunder, a Deed of Trust conveying a lien and interest in the Site, including the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the County under the Contract.

Section 2. *Application to LGC.* That the Finance Director or his designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.



Section 3. **Direction to Retain Bond Counsel, Financial Advisor and Underwriters.** That the County Manager and the Finance Director, with advice from the County Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Charlotte, North Carolina, as bond counsel; Stephens Inc., Charlotte, North Carolina, as financial advisor; and PNC Capital Markets LLC, Charlotte, North Carolina, and such other firm or firms as the County Manager and the Finance Director may determine, as underwriters.

Section 4. **Public Hearing.** That a public hearing (the “*Public Hearing*”) shall be conducted by the Board of Commissioners on July 15, 2015 at 9:00 a.m. in the Commissioners’ Meeting Room, Henderson County Historic Courthouse, Hendersonville, North Carolina, concerning the Contract, the Deed of Trust, the proposed Project and any other transactions contemplated therein and associated therewith.

Section 5. **Notice of Public Hearing.** That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 14 days prior to the Public Hearing.

Section 6. **Repealer.** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. **Effective Date.** That this Resolution is effective on the date of its adoption.

On motion of Commissioner Edney, the foregoing resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” was duly adopted by the following vote:

AYES: THOMAS H. THOMPSON, CHAIRMAN; CHARLIE MESSER, VICE-CHAIRMAN; J. MICHAEL EDNEY; GRADY HAWKINS; WILLIAM G. LAPSLEY.

NAYS: None

*Commissioner Edney made the motion that the Board of Commissioners approves the financing resolution contained in the proposed minute extract attached to this agenda item, which authorizes the negotiation of an installment financing contract and provides for certain other related matters for the financing, and that the wording in the minutes reflect that shown in the minute extract. All voted in favor and the motion carried.*

*Chairman Thompson made the motion to set a public hearing on the proposed financing for July 15, 2015 at 9:00 a.m. All voted in favor and the motion carried.*

### **PROPOSED CONTRACT AGREEMENT FOR ELECTRONIC HEALTH RECORDS – PUBLIC HEALTH**

Public Health Director Steve Smith stated the Henderson County Department of Public Health has completed a comprehensive review and evaluation process in conjunction with Henderson County Information Technology to identify our best option for an electronic health records system. The contract and proposal included in the agenda reflect the consensus choice that:

- Complies with legal mandates
- Accommodates specific public health reporting needs
- Supports improved patient care and meaningful use attestation

- Avoids ongoing process of storing paper records
- Provides for improved health information sharing
- Sustains current reimbursement levels
- Enhances billing, coding and other healthcare operational aspects

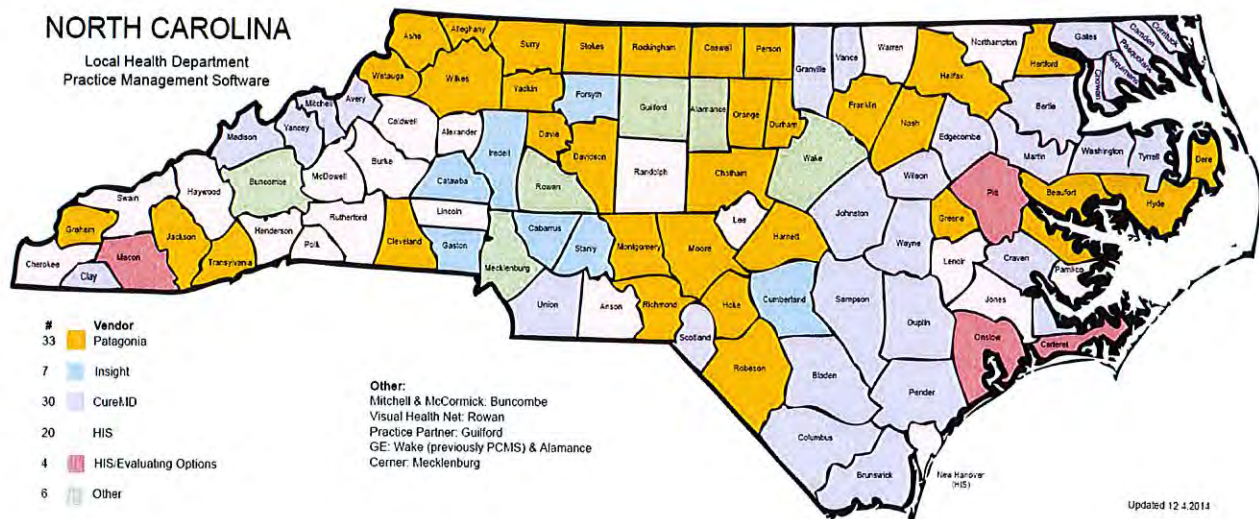
Evolution – Health care Technology

- Practical implementation of electronic health records – hospitals and other healthcare systems
- Health Insurance Portability and Accountability Act (1996)
- Health Information Technology for Economic and Clinical Health (2009)
- Affordable Care Act (2010)
- Health IT Certification Criteria (2015)

Practical Considerations for EHR

- Unsustainable path to continue with paper - no contingency
- State based solution has endured multiple delays, higher cost
- Trend toward unique proprietary systems modified for public health
- Reimbursements from Medicare and then Medicaid will decrease without an EHR – penalties likely in the future
- Meaningful use incentives possible for adoption of EHR
- Right approach for patient care and quality of care

Current Public Health HER Landscape



Selection Process

- Multi-disciplinary review team
- Criteria and metrics for desired operational elements
- Experience of counties that were early adopters – site visits
- Information Technology and external consultation included
- Unique capacity for public health program reporting to NC DHHS
- No perfect option – best choice for our clinical services and future
- Pricing structure set for next 5 years

**Functional Enhancements**

- Patient portal
- Secure messaging
- E-prescribing
- Coding and billing prompts – electronic billing
- Real time data for practice management and quality of care
- Ability to query system and generate unique reports
- Connectivity with Health Information Exchange (HIE)
- Compliant with HIPAA disaster contingency expectations

**Additional System Considerations**

- Additional hardware (notebooks, signature pads, etc.)
- Enhancement of wireless network
- Scanning of active medical records
- Incorporation of IT support position into practice management
- Secure faxing volume
- HIE vs regional information hubs
- Redundancy with internet connectivity
- Long term solution for older archived records

**Summary**

- Due diligence has been performed
- Proprietary option is significantly less than untested state solution
- Reasonable cost for service
- Information is hosted by vendor
- Proven track record and robust parent company
- Sunset use of state health information system (HIS)
- Pressure with timeline given ICD-10 implementation October 2015
- Right choice for public health, our patients and healthcare partners

**Public Health – Electronic Health Records System Project Costs**

The following cost components represent the primary elements of the project:

	<b>FY 16 Cost</b>	<b>Future Annual Cost</b>
EHR Contract/Cure MD	\$70,264	\$13,640 (guaranteed 5 years)
Scanning/CRMI	\$115,450.94	Analysis of older records required
IT Hardware	\$109,830.00	Implications for future year replacements
<b>Total</b>	<b>\$295,544/94</b>	

**Unknowns include:**

- Customization costs for unique HER modules – example is foreign travel immunizations
- Additional interfaces that may be required for laboratory testing
- HIE connectivity – last estimate from State was \$175.00/year
- Secure faxing is based on volume, our volume could increase

**Cost reductions and incentive funds:**

- Sunset of MedWare – approximate annual cost of \$2,400
- Meaningful use incentive funds – estimate \$100k to \$120k over next 5 years

Assistant County Manager Amy Brantley explained that restricted funds such as Medicaid Max Funding, can be used for items such as this. A budget amendment will be brought forward in July, and others as needed.

*Commissioner Lapsley made the motion to approve the electronic health record software contract as proposed, and that contract and related project expenditures will be paid from the designated fund for this initiative. All voted in favor and the motion carried.*

### **ETOWAH SCOREBOARDS**

Tim Hopkins stated Parks and Recreation staff received a quote (\$21,229) for new scoreboards at the softball fields in Etowah Park. Funds set aside in this fiscal year by the board for maintenance and renovation at the park will not be sufficient to meet costs.

Pepsi-Cola Bottling Co. of Hickory and the Etowah Lions Club have offered to help pay the difference in cost, so that the new scoreboards can be purchased.

Funds will be used to purchase four new scoreboards. The new boards will be identical to the current equipment in Jackson Park.

*Commissioner Messer made the motion that the Board of Commissioners accepts the grants and direct staff to purchase the scoreboards. All voted in favor and the motion carried.*

*Commissioner Edney made the motion that the Board authorizes necessary budget amendments for fund appropriation. All voted in favor and the motion carried.*

### **PARDEE PARKING REQUEST**

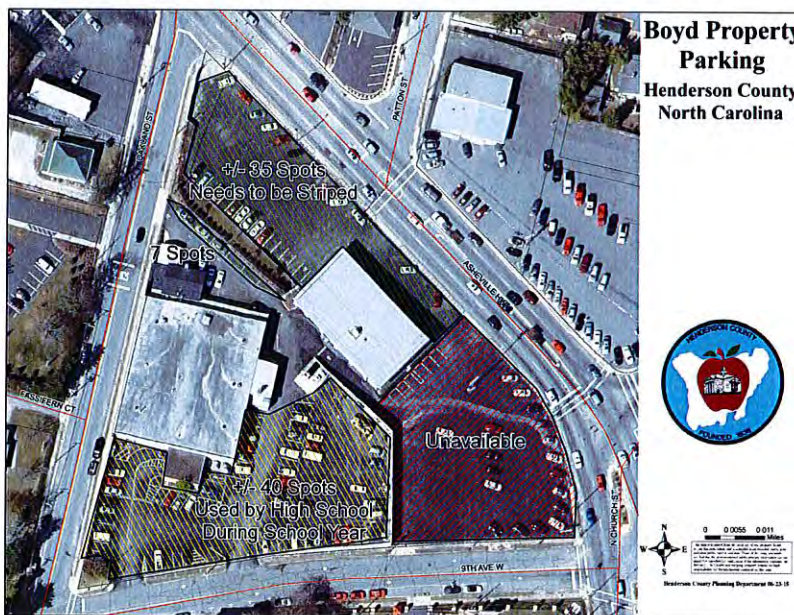
County Manager Steve Wyatt stated the Board had received a request from Pardee Hospital related to temporary parking needs for hospital staff. With the recent construction fencing placed at the Health Sciences Center site, parking areas have been diminished by 100-150 spaces. Pardee has requested the County investigate the possible use of both the former Boyd property, and the Sixth Avenue Clubhouse site, for temporary parking between now, and September 2016. Pardee would assume full liability for any locations utilized.

The Board is requested to approve Staff working with Pardee Hospital to determine appropriate options for temporary parking for hospital staff, and to authorize the County Manager to execute any required documents.

David Berry explained the unavailable area shown on the map is to be used for contractor and tractor trailer parking for the construction of the Health Sciences Center which is located 6/10 of a mile away.

Elizabeth Moss, of Pardee Hospital, stated they are considering overflow and will provide shuttle for employees if needed at the expense of the Hospital.

*Commissioner Hawkins made the motion that the Board approves Staff working with Pardee Hospital to determine appropriate options for temporary parking for hospital staff, and to authorize the County Manager to execute any required documents. All voted in favor and the motion carried.*



**COUNTY MANAGER'S REPORT**

County Manager Steve Wyatt reminded the Board that there would only be one meeting in July on the 15<sup>th</sup>. This will be a daytime meeting beginning at 9:00 a.m. and will include a substantial agenda.

There will be a fireworks display on July 4<sup>th</sup> from Jackson Park with live bluegrass music in the courtyard of the Historic Courthouse two hours before the fireworks.

**CANE CREEK WATER & SEWER DISTRICT**

*Commissioner Messer made the motion for the Board to convene as Cane Creek Water & Sewer District Board. All voted in favor and the motion carried.*

Please see separate minutes for Cane Creek Water and Sewer District.

*Commissioner Messer made the motion to adjourn as the Cane Creek Water & Sewer District Board and reconvene as the Henderson County Board of Commissioners. All voted in favor and the motion carried.*

**CLOSED SESSION**

The Board is requested to go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a), for the following reason(s):

Pursuant to N.C. Gen. Stat. §143-318.11(a)(3), to consult with an attorney employed or retained by the Board to preserve attorney-client privilege.

*Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3) for the reasons set out in the Request for Board Action in the Board's agenda packet.*

**ADJOURN**

*Commissioner Messer made the motion to go out of closed session and adjourn at 11:00 a.m. All voted in favor and the motion carried.*

Attest:

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Teresa L. Wilson, Clerk to the Board

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Thomas H. Thompson, Chairman

**Proposed Amendments to Chapter 78 of the Henderson County Code**

§78-3. Intent; Jurisdiction; Liability.

- A. It is the intent of this article to prescribe regulations consistent with nationally recognized good practice for the safeguarding of life and property within the unincorporated limits of Henderson County from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from hazardous conditions in the use or occupancy of buildings or premises.
- B. These regulations shall also be controlling within the corporate limits of any municipality within Henderson County upon request by resolution from the governing body of the municipality and upon approval of the Board of County Commissioners by resolution or contract.
- C. This article shall not be construed to hold the County responsible for any damage to persons or property by reason of the inspection or reinspection authorized herein or failure to inspect or reinspect or the permits issued or denied as herein provided or by reason of the approval or disapproval of any equipment authorized herein.

...

**§ 78-6. Inspections.**

Subject to the limitations and conditions stated in the North Carolina State Building Code, it shall be the duty of the Fire Marshal to inspect or to cause to be inspected on the schedule set by the Board of Commissioners, or more frequently as deemed necessary by the Fire Marshal pursuant to all relevant North Carolina codes all buildings, structures and premises within his jurisdiction for the purposes of ascertaining and causing to be corrected any condition which may cause fire or explosion or endanger life from fire or explosion or any violations of the provisions of this article.

All fees assessed under this Article for inspections shall be paid in full to the County by the owner of the real property upon which the inspection takes place within thirty (30) days of inspection of the later to occur of the mailing of an invoice for the same to such owner or the hand delivery of such invoice to the person in apparent control of the premises inspected at the time of such inspection.

**DRAFT**

# Office of the Henderson County Tax Collector

200 North Grove Street, Suite 66 • Hendersonville, NC 28792-5027

Phone: (828)697-5595 | Fax: (828)698-6153 | [www.hendersoncountync.org/ca](http://www.hendersoncountync.org/ca)

Henderson County Board of Commissioners  
1 Historic Courthouse Square  
Hendersonville, NC 28792

11 June 2015

RE: Tax Collector's Report to Commissioners: 24 June 2015 Meeting

Please find outlined below collections information though 10 June 2015 for the 2014 real and personal property bills mailed out on 28 August 2014. As a point of reference, we also have included collections information as of the same date last year. Registered Motor Vehicles reported as billed and collected by the Department of Motor Vehicles.

### Henderson County Annual Bills G01 Only:

<b>2014 Beginning Charge:</b> \$59,733,471.88 Discoveries & Imm. Irreg.: \$168,318.38 Releases & Refunds: (\$344,281.02) <b>Net Charge:</b> \$59,557,509.24 Unpaid Taxes: \$1,099,598.00 Amount Collected: \$58,457,911.24 <b>Percentage Collected:</b> 98.15% Through: 10-Jun-2015	<b>2013 Beginning Charge:</b> \$58,589,100.53 Discoveries & Imm. Irreg.: \$284,041.60 Releases & Refunds: (\$219,421.63) <b>Net Charge:</b> \$58,653,720.50 Unpaid Taxes: \$1,307,342.92 Amount Collected: \$57,346,377.58 <b>Percentage Collected:</b> 97.77% Through: 10-Jun-2014
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### Henderson County Only Registered Motor Vehicles

Registration Month	Vehicles Registered	Gross Valuation Actual/Projected	Gross Levy	Net Levy Collection	Percentage Collected
July '14	9888	\$ 86,255,948	\$ 445,838.89	\$ 443,578.04	99.49%
Aug '14	9784	\$ 82,397,348	\$ 424,634.77	\$ 423,480.41	99.73%
Sept '14	9559	\$ 81,357,984	\$ 419,137.59	\$ 417,501.27	99.61%
Oct '14	9312	\$ 77,527,270	\$ 399,561.74	\$ 397,487.67	99.48%
Nov '14	7855	\$ 68,074,597	\$ 350,116.02	\$ 349,128.90	99.72%
Dec '14	8169	\$ 71,274,565	\$ 366,777.28	\$ 365,025.57	99.52%
Jan '15	7843	\$ 71,771,241	\$ 369,094.31	\$ 368,260.63	99.77%
Feb '15	7118	\$ 61,857,243	\$ 318,078.51	\$ 317,623.38	99.86%
Mar '15	10852	\$ 89,862,021	\$ 462,179.22	\$ 460,617.99	99.66%
Apr '15	10182	\$ 84,574,893	\$ 434,877.91	\$ 434,165.61	99.84%
May '15	10383	\$ 85,900,000	\$ 442,980.00	\$ 439,965.00	99.32%
June '15	9601	\$ 80,800,000	\$ 415,840.00	\$ 415,160.00	99.84%
<b>TOTALS:</b>	<b>110546</b>	<b>\$ 941,653,110</b>	<b>\$ 4,849,116.24</b>	<b>\$ 4,831,994.47</b>	<b>99.65%</b>

Note: Final collections for May 2015 will not be confirmed until mid-June

Note: Data for May and June 2015 based on projections for budgetary purposes prior to adoption of the 2015-2015FY Budget.

### Fire Districts' Annual Bills Only:

<b>2014 Beginning Charge:</b> \$6,647,689.05 Discoveries & Imm. Irreg.: \$15,518.19 Releases & Refunds: (\$46,420.05) <b>Net Charge:</b> \$6,616,787.19 Unpaid Taxes: \$148,627.24 Amount Collected: \$6,468,159.95 <b>Percentage Collected:</b> 97.75% Through: 10-Jun-2015	<b>2013 Beginning Charge:</b> \$6,544,668.55 Discoveries & Imm. Irreg.: \$45,131.58 Releases & Refunds: (\$27,272.84) <b>Net Charge:</b> \$6,562,527.29 Unpaid Taxes: \$173,251.71 Amount Collected: \$6,389,275.58 <b>Percentage Collected:</b> 97.36% Through: 10-Jun-2014
---	---

Respectfully Submitted,



Luke Small  
Collections Specialist

Stan C. Duncan  
Tax Collector



**Office of the Henderson County Tax Collector**  
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Henderson County Board of Commissioners  
 1 Historic Courthouse Square  
 Hendersonville, NC 28792

24 June 2015

RE: Tax Collector's Report to Commissioners: 24 June 2015 Meeting

Please find outlined below collections information though 23 June 2015 for the 2014 real and personal property bills mailed out on 28 August 2014. As a point of reference, we also have included collections information as of the same date last year. Registered Motor Vehicles reported as billed and collected by the Department of Motor Vehicles.

**Henderson County Annual Bills G01 Only:**

<b>2014 Beginning Charge:</b> \$59,733,471.88	<b>2013 Beginning Charge:</b> \$58,589,371.71
Discoveries & Imm. Irreg.: \$168,318.38	Discoveries & Imm. Irreg.: \$285,361.96
Releases & Refunds: (\$344,281.85)	Releases & Refunds: (\$219,421.81)
<b>Net Charge:</b> \$59,557,508.41	<b>Net Charge:</b> \$58,655,311.86
Unpaid Taxes: \$1,060,185.33	Unpaid Taxes: \$1,264,967.02
Amount Collected: \$58,497,323.08	Amount Collected: \$57,390,344.84
<b>Percentage Collected:</b> 98.22%	<b>Percentage Collected:</b> 97.84%
Through: 23-Jun-2015	Through: 23-Jun-2014

**Henderson County Only Registered Motor Vehicles**

Registration Month	Vehicles Registered	Gross Valuation Actual/Projected	Gross Levy	Net Levy Collection	Percentage Collected
July '14	9888	\$ 86,255,948	\$ 445,838.89	\$ 443,578.04	99.49%
Aug '14	9784	\$ 82,397,348	\$ 424,634.77	\$ 423,480.41	99.73%
Sept '14	9559	\$ 81,357,984	\$ 419,137.59	\$ 417,501.27	99.61%
Oct '14	9312	\$ 77,527,270	\$ 399,561.74	\$ 397,487.67	99.48%
Nov '14	7855	\$ 68,074,597	\$ 350,116.02	\$ 349,128.90	99.72%
Dec '14	8169	\$ 71,274,565	\$ 366,777.28	\$ 365,025.57	99.52%
Jan '15	7843	\$ 71,771,241	\$ 369,094.31	\$ 368,260.63	99.77%
Feb '15	7118	\$ 61,857,243	\$ 318,078.51	\$ 317,623.38	99.86%
Mar '15	10852	\$ 89,862,021	\$ 462,179.22	\$ 460,617.99	99.66%
Apr '15	10182	\$ 84,574,893	\$ 434,877.91	\$ 434,165.61	99.84%
May '15	10377	\$ 85,526,118	\$ 440,309.47	\$ 439,333.31	99.78%
June '15	9601	\$ 80,800,000	\$ 415,840.00	\$ 415,160.00	99.84%
<b>TOTALS:</b>	<b>110540</b>	<b>\$ 941,279,228</b>	<b>\$ 4,846,445.71</b>	<b>\$ 4,831,362.78</b>	<b>99.69%</b>

Note: Final collections for June 2015 will not be confirmed until mid-July

Note: Data for June 2015 based on projections for budgetary purposes prior to adoption of the 2015-2015FY Budget.

**Fire Districts' Annual Bills Only:**

<b>2014 Beginning Charge:</b> \$6,649,429.82	<b>2013 Beginning Charge:</b> \$6,878,771.58
Discoveries & Imm. Irreg.: \$15,518.19	Discoveries & Imm. Irreg.: \$45,334.18
Releases & Refunds: (\$46,639.10)	Releases & Refunds: (\$35,213.90)
<b>Net Charge:</b> \$6,618,308.91	<b>Net Charge:</b> \$6,888,891.86
Unpaid Taxes: \$144,688.78	Unpaid Taxes: \$192,358.29
Amount Collected: \$6,473,620.13	Amount Collected: \$6,696,533.57
<b>Percentage Collected:</b> 97.81%	<b>Percentage Collected:</b> 97.21%
Through: 23-Jun-2015	Through: 23-Jun-2014

Respectfully Submitted,

Luke Small  
 Collections Specialist

Stan C. Duncan  
 Tax Collector

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
Phone: 828-697-4808 • Fax: 828-692-9855  
[www.hendersoncountync.org](http://www.hendersoncountync.org)

THOMAS H. THOMPSON  
Chairman  
CHARLES D. MESSER  
Vice-Chairman

J. MICHAEL EDNEY  
GRADY H. HAWKINS  
WILLIAM G. LAPSLEY

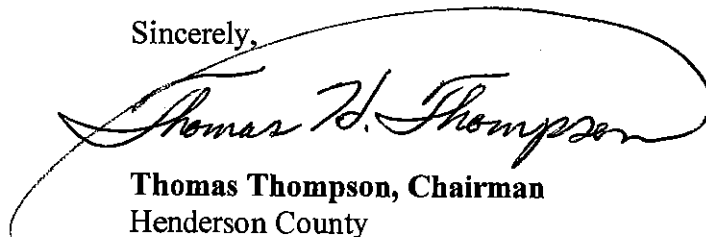
June 24, 2015

Mr. Stan Duncan, Tax Assessor  
HENDERSON COUNTY ASSESSOR'S OFFICE  
200 N. Grove Street, Suite 102  
Hendersonville, N. C. 28792

Dear Mr. Duncan:

Attached please find tax release requests in the amount of \$8,023.68, and tax refund requests in the amount of \$1,697.93 reviewed at the Henderson County Board of Commissioners' Meeting on Wednesday, June 24, 2015. All refunds and releases were approved.

Sincerely,

A large, stylized handwritten signature in black ink that reads "Thomas H. Thompson". The signature is written in a cursive style with a large loop at the end.

**Thomas Thompson, Chairman**  
Henderson County  
Board of Commissioners

THT/tlw

enclosures

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** June 24, 2015

**SUBJECT:** Pending Releases & Refunds

**PRESENTER:** Assessor

**ATTACHMENT:** Pending Release/Refund Combined Report

### SUMMARY OF REQUEST:

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

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

<b>Type:</b>	<b>Amount:</b>
Total Taxes Released from the Charge	\$ 8,023.68
Total Refunds as a Result of the Above Releases	\$ 1,697.93

Faithfully Submitted,



Stan C. Duncan  
County Assessor and Collector

BOARD ACTION REQUEST: Consent Approval Requested

Suggested Motion: "I move the Board Approve the Combined Release/Refund Report as presented."

# NCPTS Pending Release/Refund Report. Thursday, June 11, 2015\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
BMW OF ASHEVILLE	00002132384-2014-2014-0000	DUE TO CLERICAL ERROR, PARTIAL RELEASE OF "SUPPLIES" VALUE. COST REPORTED BY TAXPAYER WAS \$2183.70 AND INPUT AS \$218.370. \$216,186 RELEASED, OVERSTATED AT TIME OF INPUT BY ASSESSOR'S OFFICE.	(\$216,186)	2666	ESWOPE	649 NEW AIRPORT RD NC	COUNTY	TAX	\$1,833.69	\$1,833.69	\$1,110.33	\$1,110.33
								LATE LIST FEE	\$183.37	\$183.37	\$111.03	\$111.03
								TOTAL:			\$1,221.36	\$1,221.36
								ABSTRACT TOTAL:			\$1,221.36	\$1,221.36
BROWNING, JOHN STONEY	0000228487-2004-2004-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME. MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$7,300)	2668	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$34.68	\$0.00	\$34.68	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$34.68	\$0.00
								TAX	\$6.57	\$0.00	\$6.57	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$6.57	\$0.00
								ABSTRACT TOTAL:			\$41.25	\$0.00
	0000228487-2005-2005-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME. MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$7,300)	2669	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$37.60	\$0.00	\$37.60	\$0.00
								LATE LIST FEE	\$3.76	\$0.00	\$3.76	\$0.00
								TOTAL:			\$41.36	\$0.00
								TAX	\$6.57	\$0.00	\$6.57	\$0.00
								LATE LIST FEE	\$0.66	\$0.00	\$0.00	\$0.00
								TOTAL:			\$7.23	\$0.00
								ABSTRACT TOTAL:			\$48.59	\$0.00
	0000228487-2006-2006-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME. MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$7,300)	2670	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$41.25	\$0.00	\$41.25	\$0.00
								LATE LIST FEE	\$4.12	\$0.00	\$4.12	\$0.00
								TOTAL:			\$45.37	\$0.00
								TAX	\$6.57	\$0.00	\$6.57	\$0.00
								LATE LIST FEE	\$0.66	\$0.00	\$0.00	\$0.00
								TOTAL:			\$7.23	\$0.00
								ABSTRACT TOTAL:			\$52.60	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND	
BROWNING, JOHN STONEY	0000228487-2007-2007-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,900)	2671	CLOWBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$31.88	\$0.00	\$31.88	\$0.00	
								LATE LIST FEE	\$3.19	\$0.00	\$3.19	\$0.00	
								TOTAL:			\$35.07	\$0.00	
								TAX	\$5.18	\$0.00	\$5.18	\$0.00	
								REAVEN ROCK/SALUDA FIRE					
								LATE LIST FEE	\$0.52	\$0.00	\$0.52	\$0.00	
								TOTAL:			\$5.70	\$0.00	
								ABSTRACT TOTAL:			\$40.77	\$0.00	
	0000228487-2008-2008-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,900)	2672	CLOWBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$31.88	\$0.00	\$31.88	\$0.00	
								LATE LIST FEE	\$3.19	\$0.00	\$3.19	\$0.00	
								TOTAL:			\$35.07	\$0.00	
								TAX	\$5.18	\$0.00	\$5.18	\$0.00	
								REAVEN ROCK/SALUDA FIRE					
								LATE LIST FEE	\$0.52	\$0.00	\$0.52	\$0.00	
								TOTAL:			\$5.70	\$0.00	
								ABSTRACT TOTAL:			\$40.77	\$0.00	
	0000228487-2009-2009-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,900)	2673	CLOWBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$31.88	\$0.00	\$31.88	\$0.00	
								LATE LIST FEE	\$3.19	\$0.00	\$3.19	\$0.00	
								TOTAL:			\$35.07	\$0.00	
								TAX	\$5.18	\$0.00	\$5.18	\$0.00	
								REAVEN ROCK/SALUDA FIRE					
								LATE LIST FEE	\$0.52	\$0.00	\$0.52	\$0.00	
								TOTAL:			\$5.70	\$0.00	
								ABSTRACT TOTAL:			\$40.77	\$0.00	
	0000228487-2010-2010-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,600)	2674	CLOWBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$30.49	\$0.00	\$30.49	\$0.00	
								LATE LIST FEE	\$3.05	\$0.00	\$3.05	\$0.00	
								TOTAL:			\$33.54	\$0.00	
								TAX	\$4.95	\$0.00	\$4.95	\$0.00	
								REAVEN ROCK/SALUDA FIRE					
								LATE LIST FEE	\$0.50	\$0.00	\$0.50	\$0.00	
								TOTAL:			\$5.45	\$0.00	
								ABSTRACT TOTAL:			\$38.99	\$0.00	

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
BROWNING, JOHN STONEY	0000228487-2011-2011-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,400)	2675	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$32.87	\$0.00	\$32.87	\$0.00
								LATE LIST FEE	\$3.29	\$0.00	\$3.29	\$0.00
								TOTAL			\$36.16	\$0.00
								TAX	\$5.44	\$0.00	\$5.44	\$0.00
								REAVEN ROCK/SALUDA FIRE				
								LATE LIST FEE	\$0.54	\$0.00	\$0.54	\$0.00
								TOTAL			\$5.98	\$0.00
								ABSTRACT TOTAL			\$42.14	\$0.00
	0000228487-2012-2012-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,400)	2676	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$32.87	\$0.00	\$32.87	\$0.00
								LATE LIST FEE	\$3.29	\$0.00	\$3.29	\$0.00
								TOTAL			\$36.16	\$0.00
								TAX	\$5.44	\$0.00	\$5.44	\$0.00
								REAVEN ROCK/SALUDA FIRE				
								LATE LIST FEE	\$0.54	\$0.00	\$0.54	\$0.00
								TOTAL			\$5.98	\$0.00
								ABSTRACT TOTAL			\$42.14	\$0.00
	0000228487-2013-2013-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,200)	2677	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$31.84	\$0.00	\$31.84	\$0.00
								LATE LIST FEE	\$3.18	\$0.00	\$3.18	\$0.00
								TOTAL			\$35.02	\$0.00
								TAX	\$5.27	\$0.00	\$5.27	\$0.00
								REAVEN ROCK/SALUDA FIRE				
								LATE LIST FEE	\$0.53	\$0.00	\$0.53	\$0.00
								TOTAL			\$5.80	\$0.00
								ABSTRACT TOTAL			\$40.82	\$0.00
	0000228487-2014-2014-0000	COLLECTION RESEARCH ON PERSONAL PROPERTY MANUFACTURED HOME BURNED BY SALUDA FIRE & RESCUE SOMETIME IN 2002. EMAIL DATED MAY 12, 2015 ON FILE FROM SALUDA FIRE & RESCUE. RELEASE BILLS 2003 - 2014.	(\$6,200)	2678	CLOMBARDO	HENDERSON COUNTY NC	COUNTY	TAX	\$31.84	\$0.00	\$31.84	\$0.00
								LATE LIST FEE	\$3.18	\$0.00	\$3.18	\$0.00
								TOTAL			\$35.02	\$0.00
								TAX	\$5.27	\$0.00	\$5.27	\$0.00
								REAVEN ROCK/SALUDA FIRE				
								LATE LIST FEE	\$0.53	\$0.00	\$0.53	\$0.00
								TOTAL			\$5.80	\$0.00
								ABSTRACT TOTAL			\$40.82	\$0.00



OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	STATUS ADDRESS	TAX DISTRICT	LEWY TYPE	BILLED	PAID	RELEASE	REFUND	
GORDON, CALEB LEE	0002916835-2011-2011-0000	1998 SPRINT WATERCRAFT SOLD IN 2009 PER 2012 LIST FORM. WATERCRAFT PURCHASED BY MARTIN BALLARD 12/07/2010 PER WILDLIFE LIST. RELEASE 2011 BILL FOR GORDON. DISCOVER BALLARD FOR 2011.	(\$7,670)	2665	BSLATTERY	18 OLD ZIRCONIA RD ZIRCONIA NC 28790 NC	COUNTY	TAX	\$39.39	\$0.00	\$39.39	\$0.00	
								LATE LIST FEE	\$3.94	\$0.00	\$3.94	\$0.00	
								TOTAL:		\$43.33	\$0.00	\$43.33	\$0.00
								TAX	\$4.99	\$0.00	\$4.99	\$0.00	
						GREEN RIVER FIRE		LATE LIST FEE	\$0.50	\$0.00	\$0.50	\$0.00	
								TOTAL:		\$5.49	\$0.00	\$5.49	\$0.00
								ABSTRACT TOTAL:		\$48.82	\$0.00	\$48.82	\$0.00
GRAHAM, TONY DEWAYNE	0002323696-2012-2012-0000	2000 US MARINE WATERCRAFT SOLD 7/14/11 PER VESSELS CERTIFICATE OF TITLE. COPY OF SIGNED TITLE ON FILE. RELEASE BILLS FOR 2012-2014. VOIDED FOR 2015.	(\$7,130)	2690	BSLATTERY	224 LADSON SPRING TRL UNINCORPORATED	COUNTY	TAX	\$36.62	\$0.00	\$36.62	\$0.00	
								LATE LIST FEE	\$3.66	\$0.00	\$3.66	\$0.00	
								TOTAL:		\$40.28	\$0.00	\$40.28	\$0.00
								TAX	\$36.31	\$0.00	\$36.31	\$0.00	
								TOTAL:		\$3.63	\$0.00	\$3.63	\$0.00
								TOTAL:		\$39.94	\$0.00	\$39.94	\$0.00
								ABSTRACT TOTAL:		\$40.28	\$0.00	\$40.28	\$0.00
MCCRARY, TROY O	0002323696-2013-2013-0000	2000 US MARINE WATERCRAFT SOLD 7/14/11 PER VESSELS CERTIFICATE OF TITLE. COPY OF SIGNED TITLE ON FILE. RELEASED BILLS FOR 2012-2014. VOIDED FOR 2015.	(\$7,070)	2692	BSLATTERY	224 LADSON SPRING TRL UNINCORPORATED	COUNTY	TAX	\$36.31	\$0.00	\$36.31	\$0.00	
								LATE LIST FEE	\$3.63	\$0.00	\$3.63	\$0.00	
								TOTAL:		\$39.94	\$0.00	\$39.94	\$0.00
								TAX	\$34.50	\$0.00	\$34.50	\$0.00	
								TOTAL:		\$3.45	\$0.00	\$3.45	\$0.00
								TOTAL:		\$37.95	\$0.00	\$37.95	\$0.00
								ABSTRACT TOTAL:		\$37.95	\$0.00	\$37.95	\$0.00
MCCRARY, TROY O	000115287-2010-2010-0000	PARCEL HAS ALWAYS BEEN MAPPED AND CALCULATED AT 2.3 ACRES. APPRAISAL LAND LINE 3.3 ACRES. PROPERTY IS NOW IN AN ESTATE AND EXECUTOR, MIKE MCCRARY, HAS REQUESTED A REFUND DUE TO CLERICAL ERROR. NOTIFY CITY OF HENDERSONVILLE	(\$20,917)	2684	PCARVER	0 NO ADDRESS ASSIGNED UNINCORPORATED	COUNTY	TAX	\$444.44	\$444.44	\$73.00	\$0.00	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00	
								TOTAL:		\$73.00	\$0.00	\$73.00	\$0.00
								TAX	\$494.08	\$494.08	\$81.15	\$0.00	
								TOTAL:		\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:		\$81.15	\$0.00	\$81.15	\$0.00
								ABSTRACT TOTAL:		\$81.15	\$0.00	\$81.15	\$0.00
MCCRARY, TROY O	0000115287-2011-2011-0000	PARCEL HAS ALWAYS BEEN MAPPED AND CALCULATED AT 2.3 ACRES. APPRAISAL LAND LINE 3.3 ACRES. PROPERTY IS NOW IN AN ESTATE AND EXECUTOR, MIKE MCCRARY, HAS REQUESTED A REFUND DUE TO CLERICAL ERROR. NOTIFY CITY OF HENDERSONVILLE	(\$15,800)	2685	PCARVER	0 NO ADDRESS ASSIGNED UNINCORPORATED	COUNTY	TAX	\$494.08	\$494.08	\$81.15	\$0.00	
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00	
								TOTAL:		\$81.15	\$0.00	\$81.15	\$0.00
								TAX	\$494.08	\$494.08	\$81.15	\$0.00	
								TOTAL:		\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:		\$81.15	\$0.00	\$81.15	\$0.00
								ABSTRACT TOTAL:		\$81.15	\$0.00	\$81.15	\$0.00



OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LAW TYPE	BILLED	PAID	RELEASE	REFUND
MCCRARY, TROY O	0000115287-2012-2012-0000	PARCEL HAS ALWAYS BEEN MAPPED AND CALCULATED AT 2.3 ACRES, APPRAISAL LAND LINE 3.3 ACRES. PROPERTY IS NOW IN AN ESTATE AND EXECUTOR, MIKE MCCRARY, HAS REQUESTED A REFUND DUE TO CLERICAL ERROR. NOTIFY CITY OF HENDERSONVILLE	(\$15,800)	2686	PCARVER	0 NO ADDRESS ASSIGNED RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$494.08 \$0.00 \$81.15	\$494.08 \$0.00 \$81.15	\$81.15 \$0.00 \$81.15	\$81.15 \$0.00 \$81.15
	0000115287-2013-2013-0000	PARCEL HAS ALWAYS BEEN MAPPED AND CALCULATED AT 2.3 ACRES, APPRAISAL LAND LINE 3.3 ACRES. PROPERTY IS NOW IN AN ESTATE AND EXECUTOR, MIKE MCCRARY, HAS REQUESTED A REFUND DUE TO CLERICAL ERROR. NOTIFY CITY OF HENDERSONVILLE	(\$15,800)	2687	PCARVER	0 NO ADDRESS ASSIGNED RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$494.08 \$0.00 \$81.15	\$494.08 \$0.00 \$81.15	\$81.15 \$0.00 \$81.15	\$81.15 \$0.00 \$81.15
	0000115287-2014-2014-0000	PARCEL HAS ALWAYS BEEN MAPPED AND CALCULATED AT 2.3 ACRES, APPRAISAL LAND LINE 3.3 ACRES. PROPERTY IS NOW IN AN ESTATE AND EXECUTOR, MIKE MCCRARY, HAS REQUESTED A REFUND DUE TO CLERICAL ERROR. NOTIFY CITY OF HENDERSONVILLE	(\$15,800)	2688	PCARVER	0 NO ADDRESS ASSIGNED RD HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$494.08 \$0.00 \$81.15	\$494.08 \$0.00 \$81.15	\$81.15 \$0.00 \$81.15	\$81.15 \$0.00 \$81.15
	<b>OWNER TOTAL:</b>		<b>(\$79,000)</b>									
MCJUNKIN, GRADY WEBSTER	0002560782-2013-2013-0000	2006 TRACKER WATERCRAFT SOLD 7/14/11 PER VESSELS CERTIFICATE OF TITLE. COPY OF SIGNED TITLE ON FILE. RELEASED BILLS FOR 2013-2014. VOIDED FOR 2015.	(\$4,470)	2695	BSLATTERY	51 MORGAN RD HENDERSONVILLE, NC 28739 NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$22.96 \$2.30 \$25.26	\$0.00 \$0.00 \$0.00	\$22.96 \$2.30 \$25.26	\$0.00 \$0.00 \$0.00
	0002560782-2014-2014-0000	2006 TRACKER WATERCRAFT SOLD 7/14/11 PER VESSELS CERTIFICATE OF TITLE. COPY OF SIGNED TITLE ON FILE. RELEASED BILLS FOR 2013-2014. VOIDED FOR 2015.	(\$4,247)	2694	BSLATTERY	51 MORGAN RD HENDERSONVILLE, NC 28739 NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$21.81 \$2.18 \$23.99	\$0.00 \$0.00 \$0.00	\$21.81 \$2.18 \$23.99	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$8,717)</b>									

\*Adjustments submitted for approval on or before 6/11/2015

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEW TYPE	BILLED	PAID	RELEASE	REFUND
TRUSTEES OF HENDERSONVILLE NAZARENE CAMP	0002768190-2012-2012-0000	TO CORRECT KEYING ERROR FROM 9-24-2012. RELEASE OF \$96,200 ON 9/24/2012 SHOULD HAVE BEEN FOR \$920,200, A FULL RELEASE.	(\$824,000)	2697	DHILL	44 NAZARENE DR FLAT ROCK NC 28731	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$4,726.15 \$0.00 \$4,232.06 \$874.19 \$0.00 \$782.80	\$0.00 \$0.00	\$4,232.06 \$0.00 \$4,232.06 \$782.80	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
WARD, MARK ADRIAN	0002856938-2014-2014-0000	COLLECTION RESEARCH: DOUBLE BILLED. RELEASE 2014 REAL PROPERTY BILL ON MANUFACTURED HOME, ALSO BILLED AS PERSONAL PROPERTY ON ABSTRACT 3085927. THE HOME AND PROPERTY ARE OWNED BY DIFFERENT PEOPLE, THEREFORE THE MANUFACTURED HOME SHOULD BE BILLED AS PERSONAL PROPERTY.	(\$71,700)	2679	CLOMBARDO	30 LUCKY STAR WAY ETOWAH NC 28729	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$368.25 \$0.00 \$368.25 \$68.12 \$0.00 \$68.12	\$0.00 \$0.00	\$368.25 \$0.00 \$368.25 \$68.12	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
GRAND TOTALS:			(\$1,535,700)									

\*Adjustments submitted for approval on or before 6/11/2015

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



Department: Budget

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115402-569917</u>	<u>AHS Accredited Non Profits</u>	<u>\$4,500</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Account	Line-Item Description	Amount
<u>115612-539000</u>	<u>Contracted Services</u>	<u>\$4,500</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Transfer funds from Parks and Recation to Non-Profit Donations to pay for part of the Special Needs Sports paving project on fields 8 & 9.

Budget  
Authorized by Department Head

6.3.2015  
Date

\_\_\_\_\_  
Authorized by Budget Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by County Manager

\_\_\_\_\_  
Date

<b>For Budget Use Only</b>	
Batch #	_____
BA #	_____
Batch Date	_____

Bid Tabulation

Henderson County Detention Center Security Upgrades

Bidder	Amount
<b>Simplex Grinnell</b>	<b>\$383,875.00</b>
Esitech Security Group	\$446,350.00
A3 Communication	no bid
Encore Technology Group	no bid
Norment Security Group	no bid
Priority One Security	no bid
Securadyne Systems	no bid

Apparent Low Bidder



36 Rosscraggon Road  
Units H and I  
ASHEVILLE, NC 28803  
(828) 684 0736  
FAX: (828) 684 0584  
www.simplexgrinnell.com

## SimplexGrinnell Quotation

TO:  
Henderson Correctional  
RT 2 BOX 1200  
HENDERSONVILLE, NC 28791

Project: Henderson Detention - Final  
Customer Reference:  
SimplexGrinnell Reference: 299405257  
Date: 06/05/2015  
Page 1 of 9

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

### Part 1 Surveillance

**Net selling price for Part 1 Surveillance, FOB shipping point, \$151,745.00**

### Part 1 Surveillance Maintenan

**Net selling price for Part 1 Surveillance Maintenan, FOB shipping point, \$30,725.00**

### OPTION # 2 Equip & Services

**Net selling price for Part 2 Locking-Intercom, FOB shipping point, \$150,855.00**

### Part 2 Lighting-Phone

**Net selling price for Part 2 Lighting-Phone, FOB shipping point, \$39,550.00**

### Part 2 Locking Control Mainten

**Net selling price for Part 2 Locking Control Mainten, FOB shipping point, \$32,400.00**

**Total net selling price, FOB shipping point, \$405,275.00**

### Comments

**Quote Modified 6/5/15 to add 2<sup>nd</sup> Server for \$21,400.**

This proposal is for the upgrade of the existing analog camera system (Part 1) and upgrade of the locking control system with lighting control and inmate phone integration (Part 2) at Henderson County Detention Center in Hendersonville, NC.

SimplexGrinnell Scope of Work is based on the Detention Center RFP dated May 6, 2015 and

## SimplexGrinnell Quotation

### Comments (continued)

includes RFI #1 responses dated May 27<sup>th</sup>, 2015 and RFI #2 responses dated May 29<sup>th</sup>, 2015. Note: Pricing is based on the Part 1 (surveillance) and Part 2 (locking control/intercom upgrade/lighting & phone integration) of the RFP being completed during the same schedule.

#### Henderson County Detention Center Surveillance (Part 1):

SimplexGrinnell's proposal includes replacing all existing analog cameras with new American Dynamics IP cameras (85 Cameras Total to include existing and new locations) and utilizing an Exacvision Video Management Solution.

#### Outdoor

Twenty Seven (27) - Fixed

All applicable surge protection is included for outdoor cameras.

#### Indoor

Fifty Eight (58) Fixed Domes in Vandal Housings

SimplexGrinnell will install all NEW CAT6 Cabling to Seventy Four Existing Camera Locations as well as Eleven New Camera Locations as specified by the customer. All cabling will be routed through existing conduit/raceway and will be terminated in the existing security equipment room for integration to the PLC. All cabling for new cameras will include conduit in secure areas and will be free-wired above drop ceilings in unsecured areas where applicable.

Note: Pricing Assumes all existing raceway is useable and free from obstruction. If any existing conduit is obstructed, the County will be notified and change order pricing will be provided to repair if required. Per RFP response dated 5/29/15, pricing is also based on all existing cable runs being within 100 meters. If any existing conduit pathway exceeds 100 meters, additional pricing will be provided to propose POE extenders as needed.

Pricing assumes that SimplexGrinnell will be mounting all NEW IP Cameras at the same locations as the existing analog cameras to leverage current raceway. The Eleven NEW Locations will be discussed and placed as required by the customer.

## SimplexGrinnell Quotation

Comments (continued)

### Recording Server

Modified 6/5/15 ~~SimplexGrinnell will provide an install One Exacqvision 4U (56TB) RAID6 Rackmount Server in the Main Security Equipment Room.~~ Storage Calculations were based on providing 60 Day Retention at 12 Frames Per Second with 50% Motion (720p Resolution on all IP Cameras). System design includes 20% additional storage capacity for growth if/when needed.

Modified 6/5/15 **NOTE: PRICING Includes UPGRADE TO A TWO SERVER, DISTRIBUTED ARCHITECTURE WITH TWO 48TB EXACQVISION RECORDERS with RAID6: \$21,400 added to quote total**

Eighty Five (85) Exacqvision IP Camera Licenses are included in pricing along with a FIVE Year Exacqvision Software Support Agreement as specified in the RFP.

SimplexGrinnell will supply and make connection to (Four) POE network switches located in the Main Security Equipment Room of the Detention Facility. These switches will provide spare capacity as needed for future additions. SimplexGrinnell will mount all cameras and make terminations as required.

**RFP DOES NOT CALL FOR COMPUTER WORKSTATIONS (PER RFP RESPONSE #1). County to provide any applicable workstations and monitors as needed for camera viewing. If required, change order pricing can be provided for SimplexGrinnell to provide and install these workstations.**

Camera Call-up will be programmed, set-up and configured in Master Control.

SimplexGrinnell pricing includes UPS/Battery Back-Up units for the servers as required.

Customer is responsible for supplying all required 120V Power as required for installation of the above mentioned equipment. Lift Rental is NOT included in this quote. If a lift is required, County will provide or SimplexGrinnell can provide change order pricing to rent.

The price includes installation, programming, testing, training, technical support and shipping and handling. **Sales Tax Not Included.**

Project was priced for completion during normal working hours, M-Th from 7:30 - 5:00.

SimplexGrinnell will require unrestricted access to locations where cameras will be mounted. Detention Center will be responsible for providing adequate supervision and escorts as required.

## SimplexGrinnell Quotation

Comments (continued)

### IP Video extended Service.

SimplexGrinnell will provide a 5 year Monday through Friday labor and parts coverage for the IP video system with next day service per the specification. All SSA (Software Support Agreements) for camera software are also included in this 5 year term.

### Henderson County Detention Center Locking Control/Intercom/Lighting and Inmate Phone Upgrade - (Part 2)

Part 2 of this proposal includes upgrading the locking control system for Henderson County Detention Center to include the scope of work as indicated in the RFP Dated May 6<sup>th</sup>, 2015 Part 2 and emailed RFI responses dated May 27<sup>th</sup>, 2015. Please refer to SimplexGrinnell's attached riser diagram for system schematic.

SimplexGrinnell proposal includes **replacing the existing Graphic Control Panels: Two (2) in Male Housing, One (1) in Female Housing, One (1) in Administration and One (1) in the Magistrate's Office** with new TouchScreen Controls. One (1) additional Touchscreen workstation will be added in Male Housing as requested. The existing TouchScreen and Workstation in Central Control will also be replaced.

SimplexGrinnell will install the following equipment at each location indicated above:

One (1) 22" TouchScreen WorkStation - Note: Admin and Magistrate will receive 19" TouchScreens

One (1) Dell CPU

One (1) Workstation UPS

Three (3) Network Switches will be installed to provide communication to the touchscreen locations indicated above.

Included in Option No. 2 Pricing, SimplexGrinnell will replace the existing Omron Ethernet Module with a newer version/technology to assist in speeding up the system communications.

SimplexGrinnell has included replacing the existing Rauland Analog Intercom Head-End Equipment with a new Harding Digital Intercom System. All existing intercom stations will remain and be wired to the new Harding digital System. The Harding digital Intercom System will communicate to the existing Omron PLC via RS-232 for integration purposes. The implementation of the Harding Digital System will provide the facility with newer technology and address potential service issues with the limited parts availability of the Rauland Equipment. SimplexGrinnell pricing includes the installation of the following new Intercom



## SimplexGrinnell Quotation

### Comments (continued)

Hardware in existing customer provided rack:

Six (6) Touchscreen Master Modules with 12" Gooseneck

Two (2) Digital Communication Controllers

Four (4) Digital Communication Expanders

Twenty Two (22) 10' Station Interface Cables

Eleven (11) Quick Connect Terminal Board - Station

Eleven (11) Quick Connect Terminal Board - Single Switch

One (1) DXL Administrator Software

All applicable Indusoft Software GUI Tags are included for each TouchScreen Workstation as required.

Customer will be responsible for providing adequate staffing for the period of the equipment upgrade indicated above, which may require lock and keys to be utilized for a period of time.

The pricing includes all equipment as detailed in the proposal package, installation, drawings, technical support, testing, training, and shipping and handling. **Sales Tax Not Included.**

Note: Pricing is based on leveraging existing raceway from the Security Equipment Room to the locations of each (existing) graphic control panel. If it is identified that the existing raceway is unusable, additional pricing will be provided for providing any applicable conduit as required.

SimplexGrinnell pricing includes pre and post testing of the locking control system end devices to verify functionality of the locking control system. Any issues identified prior to the implementation of this proposals scope of work will be brought to the owners attention.

SimplexGrinnell will conduct two (2) - 2hr end user training classes on the functionality of the new TouchScreen Workstations anytime M-Th, from 7A - 5P. Owner to specify training times as needed for proper coordination with staff. One (1) additional 1-hr training class will be held with maintenance to review Intercom System.

Customer responsible for providing any 120V power as required.

All SimplexGrinnell installed equipment includes a Five (5) Year Parts and Labor Warranty with 4 Hour response (See detail highlighted below).

### **Henderson County Detention Center Upgrade - (Part 2) Lighting Control and Inmate Phone Integration**

The proposal also includes integrating the lighting control and inmate phones to the existing Touch

## SimplexGrinnell Quotation

### Comments (continued)

Screen/Locking Control system located at Henderson County Detention Center in Hendersonville, NC.

Scope of work includes SimplexGrinnell integrating the existing lighting control switches in Central Control (3 Panels) and Male Housing (4 Panels) into the touchscreens. Applicable 24V relays will be mounted under existing cabinets and wired to I/O modules for integration with the PLC. Existing housing for switches is to remain inset in the counter tops. Pricing does not include any modification to existing cabinets or countertops. Owner responsible for new counter top design/installation.

The pricing includes all equipment as detailed, installation, Touch Screen/ PLC Programming, technical support, testing, training, and shipping and handling. **Sales Tax Not Included.**

All SimplexGrinnell installed equipment includes a Five (5) Year Parts and Labor Warranty.

#### **PLC / Intercom Extended Service**

**SimplexGrinnell will provide a 5 year Monday through Friday labor and parts coverage for the PLC / Intercom system with 4 hour response time for emergency calls reported in.**

**Note: For all systems indicated above, it's assumed that the customer is responsible and will maintain adequate ventilation in the Security Equipment Rooms, to comply with manufacturers specifications for all electronics equipment.**

**Pricing does not include Davis Bacon or any Prevailing Wage rates. If required, additional pricing may apply.**

To accept this proposal and get the order process started, please sign where indicated and fax the entire proposal to 828-684-0584 or email to [brshallenberger@simplexgrinnell.com](mailto:brshallenberger@simplexgrinnell.com). If a Purchase Order is issued, please include the SimplexGrinnell Reference/Quote # on the PO.

Thank you for the opportunity to provide a quotation

**TERMS AND CONDITIONS**

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

## SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

**SALE AND INSTALLATION AGREEMENT**  
(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's expense or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**30. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**31. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca. 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.

(Rev. 10/08)

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**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

<p>Offered By: SimplexGrinnell LP License#:</p> <p>36 Rosscraggon Road Units H and I ASHEVILLE, NC 28803 Telephone: (828) 684 0736</p> <p>Representative: <u>Brian Shallenberger</u></p> <p>Email: <u>brshallenberger@simplexgrinnell.com</u></p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
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# HENDERSON COUNTY

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**Memorandum To:** *Interested Bidders*

**From:** *Jerry Tucker*  
*Facility Services Manager*

**Subject:** ***Request for Proposal – Detention Center Security Upgrades***  
***Provide necessary upgrades/ replacements and repairs to the Henderson County Detention Center PLC security controls and camera system.***

**Date:** *May 6, 2015*

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NOTICE: PRE-BID MEETING DATE CHANGED FROM WEDNESDAY MAY 20, 2015 to FRIDAY MAY 22, 2015

**Mandatory Pre-bid:** May 22, 2015 @ 10:00 am  
King Street Meeting Room  
100 N King Street  
Hendersonville, NC 28792

**Proposals are due:** June 3, 2015 by 2:00 pm  
Henderson County Attn: Jerry Tucker  
320 Williams Street  
Hendersonville, NC 28792

**Location of Work:** Henderson County Detention Center  
375 First Avenue East, Hendersonville, NC

Henderson County requests proposals to:

## **Part 1- Upgrade Security Camera System**

Provide all labor and installation materials to:

1. Replace all 74 existing Analog Cameras and associated wiring and provide and install 11 additional specified camera locations with new 720p or better resolution IP Cameras.
  - a. All 85 cameras should be IP, PoE, 720p or better resolution, dome style, fixed position, and compatible with Exaquisition Video MGMT Solution.
  - b. 58 indoor cameras should be vandal resistant.
  - c. 27 outdoor cameras should have weatherproof housing.
2. Provide and install new, minimum 42u, 4-post rack system in Main Security Room.
  - a. Camera Software/Storage server capacity should provide a minimum 60 day retention at 12 frames per second with 50% motion in color and at 720p resolution. System design should include 20% additional storage capacity for future growth.



# HENDERSON COUNTY

- b. Provide and install Cat6 cabling and patch panels for IP cameras; including labeling and required patch cables.
  - c. Provide and install managed, gigabit PoE switches for all cameras.
  - d. Propose a back-up mechanism for recorded video/audio retention.
3. Provide and install battery back-up system and appropriate equipment grounding along with estimated power budget.
4. Provide, install and configure Exacqvision Video Management Solution, Windows 2012 Server and any required software along with IP Camera licensing for 85 new cameras with a 5 year software support agreement. Server should have at minimum 16GB RAM, a server-grade processor, and a minimum of 4 Gigabit Ethernet ports.
5. Provide end user training on operation and functionality of Exacqvision Video Management Software.
6. Provide and install camera call-up functionality for integration with locking control intercom system. Camera call-up should be programmed, set-up and configured in Master Control.
7. Provide 5 year, next calendar day (24/7/365) support/maintenance agreement for all installed equipment.

## **Part 2 - Upgrade locking control system and integration of lighting control and inmate phones to touchscreen/locking control system**

Provide all labor and installation materials to:

1. Replace existing graphic control panels in Male Housing (2 panels), Female Housing (1), Administration (1) and the Magistrate's Office (1) with new touchscreen controls. Replace existing touchscreen and workstation in Central Control.
  - a. Provide and install five (5) 22" Touchscreen Workstations in Male Housing (3), Female Housing (1), and Central Control (1).
  - b. Provide and install two (2) 19" Touchscreen Workstations in Administration (1) and the Magistrate's Office (1).
  - c. Provide and install a Dell CPU and workstation UPS for Male Housing, Female Housing, Administration, the Magistrate's Office and Central Control.
2. Provide and install network switches for communication to touchscreens.
3. Replace Omron Ethernet Module with newer technology for improved system communications.
4. Replace existing analog intercom head-end equipment with new Harding Digital Intercom System. The new Harding system should include the installation of the following hardware:
  - a. 6 - Touchscreen master Modules with 12" Gooseneck.
  - b. 2 - Digital Communication Controllers.
  - c. 4 - Digital Communication Expanders.
  - d. 22 - 10' Station Interface Cables



# HENDERSON COUNTY

- e. 11 – Quick Connect Terminal Boards (Station)
- f. 11 – Quick Connect Terminal Boards (Single Switch)
- g. 1 – DXL Administrator Software
5. Provide pre and post testing of locking control system devices.
6. Provide end user training on operation and functionality of new touchscreen workstations.
7. Integrate existing lighting control switches in Central Control (3 panels) and Male Housing (4 panels) into new touchscreens. Modify existing cabinetry/countertops so that switches remain inset in the countertops.
8. Provide 5 year, 4-hour response time (24/7/365) support/maintenance agreement for all installed equipment.

**NOTE: This project is formatted in two parts for budgeting purposes only. Vendors are required to bid both parts.**

## Detailed Scope of Work:

- Furnish the necessary supervision , labor, tools, equipment and materials to complete the required work
- Obtain required permits
- No work schedule limitations

## The following information must be included in the proposal:

1. Work Schedule for start and completion
2. Contractor's Licensure with North Carolina
3. Warranty on above work
4. See Henderson County Insurance and Bond Requirements posted under General Information at <http://ww2.hendersoncountync.org/rfp/index> for the following:
  - a. Insurance (if appropriate) per Article 11
  - b. Bonds (if appropriate) per Article 12 (NA, No bonds required for this project)
5. For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under General Information at <http://ww2.hendersoncountync.org/rfp/index>
6. Proposed Contract signed by bidder and ready for County's signature.
7. Contractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must verify compliance with the E-verify, NCGS 160A-20.1(b).

Henderson County reserves the right to reject any and / or all bids. Qualified contractors interested in bidding on the project should contact Mr. Jerry Tucker (704) 309-7119.



STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**INTERLOCAL AGREEMENT FOR  
ENHANCED LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES is made between the County of Henderson, a body corporate and politic of the State of North Carolina ("the County"), Sheriff Charles S. McDonald, Sheriff of Henderson County ("the Sheriff"), and the Town of Mills River, a North Carolina municipal corporation ("Mills River").

**Statement of Fact and Circumstances**

- A. The geographical boundaries of Mills River lie entirely within the County; and,
- B. The Sheriff provides basic law enforcement services to the citizens of all of the County; and
- C. Mills River possesses the power, legal authority and responsibility to provide extended and enhanced law enforcement services to the citizens within its boundaries, in addition to those basic law enforcement services provided by the Sheriff outside municipal boundaries; and
- D. The Sheriff, acting together with the County, has the power and legal authority to provide such extended and enhanced law enforcement services into the geographical area of Mills River; and
- E. The County is the body corporate and politic of the State of North Carolina which provides the budget for the office of the Sheriff, pursuant to N.C. Gen. Stat. §153A-149(c)(18), and pursuant to N.C. Gen. Stat. §153A-103; and
- F. The parties have agreed upon the cost of the extended and enhanced services to be provided to Mills River by the Sheriff, and upon the other matters set forth herein; and
- G. Article 20 of Chapter 160A of the North Carolina General Statutes allows units of local government to enter into a joint undertaking, in this case together with the Sheriff, to jointly exercise any power, function, public enterprise, right, privilege, or immunity of local government.

**NOW THEREFORE**, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

- 1. **Services.** The Sheriff will provide the following extended and enhanced law enforcement services within Mills River:
  - A. **Patrol.** The Sheriff will provide Police Patrol Services as the first response for the enforcement of (non-traffic offense) state law, and codes and other ordinances adopted by the County and Mills River. In addition to the normal reactive patrol provided in the unincorporated areas of the County (responding to calls for service), the Sheriff shall provide proactive patrol by one officer within Mills River (to prevent and deter criminal activity) for forty (40) hours each week. The hours for the proactive patrol shall be set by the Sheriff after first consulting with

elected and appointed offices of Mills River. The deputies by the Sheriff assigned to Mills River in accordance with this Agreement will make reasonable efforts to become knowledgeable about any areas with specific crime problems within Mills River. It is expressly understood and agreed that the deputy assigned to proactive patrol within Mills River may be directed to duties outside Mills River in cases of emergency.

B. The Sheriff will provide Mills River with a completed periodic activity report with supporting documentation each quarter. The oral report shall be presented at a regular meeting of the Mills River Council.

C. The Sheriff will provide animal control enforcement of the Animal Code (Chapter 16 of the Henderson County Code) if the Town requests the same pursuant to Henderson County Code §16-2.

2. Cost of Services. Mills River will pay to the County the sum of \$109,137.00, to be paid in equal monthly installments, with each installment to be received by the County by not later than the 20<sup>th</sup> day of each month.

3. Employment Costs. Mills River will not be responsible to the County or the Sheriff for the payment of any other expense for the provision of extended and enhanced services under this Agreement except as provided in the preceding paragraph.

A. The Sheriff and the County will supply the deputies providing the services with the same issue of all uniforms and equipment, including firearms or other weapons, as the Sheriff deems useful or necessary in enabling such deputies to carry out the duties anticipated under this agreement.

B. The Sheriff will provide all administrative Support necessary for deputies providing the services.

C. The deputies providing the services shall be considered regular employees of the Henderson County Sheriff's Department and of Henderson County for all purposes. Mills River shall not be responsible for any damage to persons or property (including damages or injuries to such deputies) arising out of such deputies duties under this agreement, or arising out of the use of law enforcement vehicles assigned to such deputies. No agent, employee nor representative of Mills River shall be entitled to use or operate any vehicle under the control of the Sheriff. The Sheriff and the County, as appropriate, shall be wholly responsible for the insurance (both liability and workers compensation), licensing and maintenance of law enforcement vehicles and other equipment provided to deputies under this agreement.

3. Term. This contract will commence at midnight on 1 July 2015, and run through 11:59 p.m. on 30 June 2016.

4. Possible Extensions and Modifications.

A. The County agrees to provide notice to Mills River of the either (i) the Cost of Services for the extension of this Agreement the fiscal year beginning 1 July 2016, or (2) their unwillingness to extend this Agreement, by not later than 31 March 2016. If no such notice is given, such silence shall be taken as an offer to

extend this agreement for the fiscal year beginning 1 July 2016 at the same annual cost as then paid by Mills River.

B. If the County elects provide a new Cost of Services for the extension of this Agreement for the fiscal year beginning 1 July 2016, Mills River shall notify the County and the Sheriff whether Mills River wishes to so extend this Agreement by not later than 15 May 2016.

AGREED TO AND ENTERED by authority duly given, this the \_\_\_\_\_ day of June, 2015.

COUNTY OF HENDERSON

By: \_\_\_\_\_  
STEVE WYATT, County Manager

\_\_\_\_\_  
CHARLES S. McDONALD, Sheriff of Henderson County

TOWN OF MILLS RIVER

By: \_\_\_\_\_  
Jeff Wells, Town Manager

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**MEMORANDUM OF UNDERSTANDING FOR  
FIRE & BUILDING INSPECTION SERVICES**

Pursuant to the requirements of NCGS 160A-411 insert municipality full name ("The Municipality") and Henderson County ("The County") enter into the following Memorandum of Understanding, pursuant to the Inter-local Agreement provisions of N.C. Gen. Stat. §160A-460 *et seq.*

The County, through its Fire Marshal and Building Inspection Divisions will assist The Municipality's business owners and residents seeking new construction, fire prevention and safety inspection and re-inspection services as defined by the North Carolina Building Code and stated herein. For the purposes of this agreement the term fire and building inspection services will also include inspections required for business or home care licensing.

**Term**

This Memorandum of Understanding shall be in effect from midnight, 1 July 2015 until terminated by either party following a one-year notice.

**Henderson County agrees to the following:**

- The County will provide fire and building inspections/re-inspections, construction and operational permits, and maximum occupancy certificates for businesses within the municipal boundaries of The Municipality. The County will receive compensation for these services pursuant to the fee and periodic inspection schedule approved by the Henderson County Board of Commissioners.
- When notified by the Fire Chief, provide fire investigation assistance with regard to the cause and origin for structure fires, vehicle fires, and illegal open burning within the municipal boundaries of The Municipality. Criminal investigations will be turned over to the law enforcement agency of jurisdiction.
- Upon request, provide reports of inspections and investigations conducted pursuant to this agreement.
- Provide transportation, uniform and supply expenses for County personnel acting under this Memorandum.
- Provide billing and collection services for the fees associated with this agreement.

**The Municipality agrees to the following:**

- Notify the County's Fire Marshal or Building Inspections Division, when services are requested pursuant to this agreement with the following information:
  - Business, contractor or resident name, if the name is of other than a natural person, the name must be exactly as on file with the North Carolina's Office of the Secretary of State
  - correct mailing and street address
  - type of service needed, and
  - date requested.
  
- Provide a letter to the North Carolina Commissioner of Insurance designating Henderson County as the contract service provider for building and fire prevention inspections and approve a periodic inspection schedule for annual inspections of all business pursuant to Section 106 of the North Carolina Fire Prevention Code.
  
- Make no claim to the County for any part of the fees collected for the purpose of providing these services unless prior arrangements are made in a separate written agreement with the County.

**Renewal:**

This Understanding will be automatically renewed from year to year as agreed by the parties. Should either party desire any modification of any terms hereof, such party shall give the other party at least ninety days written notice.

Executed the date shown below.

**Municipality Name**

**Henderson County**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Autoagent Data Solutions, LLC**  
8312 NW 8<sup>th</sup> Way  
Boca Raton, FL 33487  
T: 773.784.0709

**AGREEMENT:**

The Implementation, Hosting and Maintenance of  
The Real Estate Tax Processing and Payment Software known as "Autoagent Software"

Prepared for:

**HENDERSON COUNTY TAX OFFICE, NC.**



**Autoagent Data Solutions, LLC**  
8312 NW 8<sup>th</sup> Way  
Boca Raton, FL 33487  
T: 773.784.0709

**AGREEMENT**

This AGREEMENT is made and entered into as of 6/12/2015, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Florida corporation, maintaining its principal place of business at 8312 NW 8<sup>th</sup> Way, Boca Raton, FL 33487, and **HENDERSON COUNTY TAX OFFICE, NC.** (hereinafter, "the Tax Collector"), a Government Agency maintaining its principal place of business at **200 NORTH GROVE STREET, SUITE 102, HENDERSONVILLE, NC., 28792.**

1. **TERM:** This agreement shall be in effect for a period of one (1) year from the date of its acceptance by Tax Collector, and shall be renewed automatically for successive one year terms thereafter, subject to the right of either party to terminate anytime during the term (initial term or as extended thereafter) by providing the other party written notice of the desire to terminate at least thirty (30) days prior to the intended date of termination.

2. **COMPUTER OPERATIONS:** Autoagent will provide computer usage of its Autoagent software and related systems and services to the Tax Collector. There is no fee to be paid to Autoagent from the Tax Collector associated with the usage of the aforementioned software or any services related to the use of this software. The fees are paid by the end users of the software ("Payers"). These users are third party companies that are interested in paying escrow or bulk real estate taxes electronically using Autoagent software. The computer software will be available 7 days a week, 24 hours a day except time for scheduled maintenance.

3. **FEE PAID BY PAYERS:** The fee associated with the use of the software is set to an agreed upon per parcel fee ("Fee"). The fee is arranged between Autoagent and each payer group and is paid by the payers in its entirety.

4. **INDEMNITY:** Autoagent agrees to indemnify and hold harmless the Tax Collector against loss or threatened loss or expense by reason of the liability or potential liability of the Tax Collector for or arising out of any claims for damages related to the use of Autoagent's software and business practices.

5. **PROGRAMMING:** Autoagent will provide programming services as needed to meet the requirements of the Tax Collector in accordance with the business rules and regulations that the Tax Collector operates under in terms of collecting escrow real estate taxes. Autoagent shall have no access to any computer hardware of the Tax Collector unless the Tax Collector provides limited access to Autoagent for the sole purpose of distributing data directly related to the operation of Autoagent's software. Autoagent shall employ all necessary professional practices and take all precautions to ensure that the Tax Collector's systems are intact and free of any harm.

6. **IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT:** The fee payable to Autoagent from the Payers hereunder includes and shall cover all of the services set forth in this agreement and there will be no additional charges whatsoever to the Tax Collector for changes to the system required by programming errors or modifications or any incidental user support.

7. **NO PAYMENT:** The Tax Collector shall not be liable in case of no payment to Autoagent from a Payer. The collection of use fees from Payers is strictly between Autoagent and the Payer.

8. **MAINTENANCE AND HOSTING:** Autoagent agrees to pay for maintenance and hosting of all computer equipment related to the smooth and normal operation of Autoagent software. The Tax Collector shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of Autoagent's application software.

9. **CONFIDENTIALITY:** Autoagent agrees that it will not disclose any proprietary information, real estate data, records, addresses or any data or information related to the Tax Collector to any unauthorized third party.



**Autoagent Data Solutions, LLC**  
8312 NW 8<sup>th</sup> Way  
Boca Raton, FL 33487  
T: 773.784.0709

10. OWNERSHIP AND LICENSE: All of the software developed and compiled by Autoagent pursuant to this agreement shall be the property of Autoagent.

This Agreement shall be governed by the laws of the State of **NORTH CAROLINA**.

**ACCEPTANCE**

**For the Customer**

Company: \_\_\_\_\_  
Your Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Autoagent**

Company: Autoagent Data Solutions, LLC  
Name: Niko Spyridonos  
Signature: \_\_\_\_\_  
  
Title: President  
Date: \_\_\_\_\_  
Address: 8312 NW 8<sup>th</sup> Way  
Boca Raton, FL 33487



**EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS**

A regular meeting of the Board of Commissioners of the County of Henderson, North Carolina, was duly held on June 24, 2015 at 9:00 a.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Chairman Thomas H. Thompson presiding.

The following members were present: Thomas H. Thompson, Chairman; Charlie Messer, Vice-Chairman; J. Michael Edney; Grady Hawkins; William G. Lapsley.

The following members were absent:

None

\* \* \* \* \*

Commissioner Edney moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted, by reading the title thereof (further reading waived without objection):

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

*WHEREAS*, the County of Henderson, North Carolina (the "*County*") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

*WHEREAS*, the County has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment purchase contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price;

*WHEREAS*, the Board hereby determines that it is in the best interest of the County to (1) enter into an Installment Financing Contract (the "*Contract*") with Henderson County Governmental Financing Corporation (the "*Corporation*") in order to pay the capital costs of the acquisition, construction and equipping of a Joint Health Education Center in the County (the "*Project*"), and (2) to enter into a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") related to the County's fee simple

interest in certain real property on which the Project will be located (the "Site") that will provide security for the County's obligations under the Contract;

*WHEREAS*, the County hereby determines that the acquisition, construction and equipping of the Project is essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Project will provide an essential use and will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the County by virtue of the findings presented herein;

*WHEREAS*, the County hereby determines that the Contract allows the County to purchase the Project and take title thereto at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

*WHEREAS*, the County hereby determines that the estimated cost of financing the acquisition, construction and equipping of the Project is an amount not to exceed \$34,000,000, and that such cost of the acquisition, construction and equipping of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*WHEREAS*, although the cost of financing the acquisition, construction and equipping of the Project pursuant to the Contract is expected to exceed the cost of financing the acquisition, construction and equipping of the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the acquisition, construction and equipping of the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of acquiring, constructing and equipping the Project; and (3) insufficient revenues are produced by the Project so as to permit a revenue bond financing;

*WHEREAS*, the County has determined and hereby determines that the estimated cost of financing the acquisition, construction and equipping of the Project pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

*WHEREAS*, the County does not anticipate a future property tax increase to pay installment payments falling due under the Contract;

*WHEREAS*, Parker Poe Adams & Bernstein LLP, as special counsel ("*Bond Counsel*"), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law;

*WHEREAS*, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

*WHEREAS*, the County is not in default under any of its debt service obligations;

*WHEREAS*, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

*WHEREAS*, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

*WHEREAS*, a public hearing on the Contract after publication of a notice with respect to such public hearing must be held and approval of the LGC with respect to entering the Contract must be received; and

*WHEREAS*, the County hereby determines that all findings, conclusions and determinations of the County in this Resolution are subject to modification or affirmation after all interested parties have been afforded the opportunity to present their comments at a public hearing regarding the execution and delivery of the Contract and the Deed of Trust and the Project to be financed.

*NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AS FOLLOWS:*

Section 1. ***Authorization to Negotiate the Contract.*** That the County Manager and the Finance Director, with advice from the County Attorney and Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County for the financing of the acquisition, construction and equipping of the Project for a principal amount not to exceed \$34,000,000 under the Contract to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the County's obligations thereunder, a Deed of Trust conveying a lien and interest in the Site, including the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the County under the Contract.

Section 2. ***Application to LGC.*** That the Finance Director or his designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. ***Direction to Retain Bond Counsel, Financial Advisor and Underwriters.*** That the County Manager and the Finance Director, with advice from the County Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Charlotte, North Carolina, as bond counsel; Stephens Inc., Charlotte, North Carolina, as financial advisor; and PNC Capital Markets LLC, Charlotte, North Carolina, and such other firm or firms as the County Manager and the Finance Director may determine, as underwriters.

Section 4. ***Public Hearing.*** That a public hearing (the "Public Hearing") shall be conducted by the Board of Commissioners on July 15, 2015 at 9:00 a.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, Hendersonville, North Carolina, concerning the Contract, the Deed of Trust, the proposed Project and any other transactions contemplated therein and associated therewith.

Section 5. **Notice of Public Hearing.** That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 14 days prior to the Public Hearing.

Section 6. **Repealer.** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. **Effective Date.** That this Resolution is effective on the date of its adoption.

On motion of Commissioner Edney, the foregoing resolution entitled **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO”** was duly adopted by the following vote:

AYES: THOMAS H. THOMPSON, CHAIRMAN; CHARLIE MESSER, VICE-CHAIRMAN; J. MICHAEL EDNEY; GRADY HAWKINS; WILLIAM G. LAPSLEY.

NAYS:

None


STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF HENDERSON            )        SS:

I, TERESA WILSON, Clerk to the Board of Commissioners of the County of Henderson, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO”** adopted by the Board of Commissioners of the County of Henderson, North Carolina at a meeting held on the 24<sup>th</sup> day of June, 2015.

*WITNESS* my hand and the corporate seal of the County of Henderson, North Carolina, this the 24<sup>th</sup> day of June, 2015.

(SEAL)



  
\_\_\_\_\_  
Teresa Wilson  
Clerk to the Board of Commissioners  
County of Henderson, North Carolina

**EXHIBIT A**  
**NOTICE OF PUBLIC HEARING**

At its June 24, 2015 meeting, the Board of Commissioners (the "*Board of Commissioners*") of the County of Henderson, North Carolina (the "*County*") adopted a resolution which:

1. Authorized the County to proceed to pay the capital costs of the acquisition, construction and equipping of a Joint Health Education Center in the County (the "*Project*"), pursuant to an installment financing contract (the "*Contract*"), in a principal amount not to exceed \$34,000,000 under which the County will make certain installment payments, the interest components of which will be excludible from gross income for federal income tax purposes, in order to make the Project available to the County;
2. Authorized the County to proceed to provide, in connection with the Contract, as grantor, a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") under which certain real property on which the Project will be located (the "*Site*"), as set forth below (the "*Mortgaged Property*"), will be mortgaged by the County to create a lien thereon for the benefit of the entity, or its assigns, providing the funds to the County under the Contract.

The Project will be located at 747 6<sup>th</sup> Avenue West in Hendersonville, North Carolina 28739. The Mortgaged Property will be subject to the mortgage provided in the Deed of Trust. On payment by the County of all installment payments due under the Contract, the Deed of Trust and any lien created thereunder will terminate and the County's title to the Mortgaged Property will be unencumbered. The Project will be owned by the County and leased to Henderson County Hospital Corporation, d/b/a Margaret M. Pardee Memorial Hospital; Blue Ridge Community College; and Wingate University.

Any person wishing to comment in writing on the proposed execution and delivery of the Contract and the nature and location of the Project should do so within 14 days after the date of publication of this notice to the Finance Director of the County, Henderson County Historic Courthouse, 113 North Main Street, Hendersonville, North Carolina 28792, Attention: Finance Director.

*NOTICE IS HEREBY GIVEN*, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on July 15, 2015 at 9:00 a.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina 28792, a public hearing will be conducted concerning the approval of the execution and delivery of the Contract and the County's the acquisition, construction and equipping of the Project. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract and the Project to be financed thereby.

/s/ Teresa Wilson  
\_\_\_\_\_  
Clerk to the Board of Commissioners  
County of Henderson, North Carolina

Published: \_\_\_\_\_, 2015

**Cure MD Client Proposal (License Purchase)**

Software Applications	Cloud Hosted
Practice Management ( <i>Scheduling, Registration, Billing</i> )	✓
Electronic Medical Records ( <i>Clinical documentation, workflow, specialty content</i> )	✓
Document Management ( <i>Document scanning/archiving</i> )	✓
Electronic Prescriptions ( <i>Surescripts Gold Certified, Formulary, Rx History</i> )	✓
Patient Portal ( <i>Registration, Appointment Requests, Rx Refills, Lab Results</i> )	✓
CureConnect EDI ( <i>Eligibility, Claims, Electronic Remittance Advice</i> )	✓
Executive Management Reporting ( <i>Administrative, Clinical, Financial</i> )	✓
Text-Messages ( <i>Broadcast Alerts, Reminders</i> )	✓

**Software License Fees**

Master License - Clinic Site Fee ( <i>If applicable</i> )	TBD
Master License - Integrated Central Enterprise Fee ( <i>If applicable</i> )	TBD
1st Full Time Billing Provider	\$10,000
Additional FT Billing Providers ( <i>Each</i> )	\$5,000
Additional PT and Non-billing Providers ( <i>Each</i> )	\$2,500

**System Implementation Services**

Implementation, Database Configuration, Practice Set-up	✓
EDI Set-up & Provider Enrollment	✓
Version 10g Online Training package 1 for 1st Provider ( <i>20 hrs. online</i> )	✓
Version 10g Online Training package 2 for each Add'l Provider ( <i>10 hrs. online</i> )	✓
Version 10g Online Training package 3 for each PT/Non-billing Provider ( <i>5 hrs. online</i> )	✓
Data Migration, Conversion, Validation	Optional

**System Implementation Services Fees (Per Provider)**

Master License - Clinic Site Setup ( <i>If applicable</i> )	TBD
Master License - Integrated Central Enterprise Setup ( <i>If applicable</i> )	TBD
1st Full Time Billing Provider	\$7,000
Additional FT Billing Providers ( <i>Each</i> )	\$4,000
Additional PT and Non-billing Providers ( <i>Each</i> )	\$2,500

**Terms & Conditions****The CureMD Client Hosted Solution is an all-inclusive, fully integrated suite of CureMD application software products.**

Each provider will receive a pre-packaged implementation and training program priced on a per provider basis.

This is a one-time license purchase contract with an annual renewable software maintenance and support agreement payable at the start of each annual renewal period. All software licenses remain active as long as the annual support and maintenance contract remains current. In addition, each client will purchase the requisite implementation and training package priced on a per provider basis.

Additional professional services (i.e. training) may be purchased at the clients discretion.

**Optional Services:** All one-time and monthly optional services will be billed separately and are not considered part of the core CureMD Client Hosted Software Solution Suite. Early termination of these services will not result in any early termination penalties.

**Note:** All monthly subscription and/or collection fees are to be paid by ACH or automatic Credit Card EFT authorization. By signing this proposal the client accepts the terms and conditions of CureMD "End User License & Services" available at <http://www.curemd.com>



**Cure MD Client Proposal (License Purchase)**

**Investment Summary**

Optional Services	Quantity	Cost	Subtotals
Additional On-line Training (2-hr session)	0	\$350.00	\$0.00
Avatar Patient Demographics/Data Migration, Conversion, Validation <i>(Incl. demographics, insurances, referring providers, fee schedules, appointments)</i>	1	\$3,000.00	\$3,000.00
Discrete Reportable Transcription (Per Minute Charge billed monthly)	0	\$1.40	\$0.00
Patient Statements (each: Printing, Enveloping, Posting billed monthly)	0	\$0.75	\$0.00
Electronic Fax (Initial one-time setup per line)	1	\$125.00	\$125.00
1.) \$45 monthly - includes 500 pages (\$.10/page extra)	1	\$45.00	\$45.00
2.) \$125 monthly - includes 1500 pages billed monthly (\$.10/page extra)	0	\$125.00	\$0.00
3.) \$199 monthly - includes 3000 pages billed monthly (\$.09/page extra)	0	\$199.00	\$0.00
4.) \$450 monthly - includes 7500 pages billed monthly (\$.08/page extra)	0	\$450.00	\$0.00
Custom Forms Generation (Bright Futures- 1-time fee)	0	\$750.00	\$0.00
Monthly CureConnect EDI Fees (per provider/month)	4	\$100.00	\$400.00
Monthly Optional Hosting @ CIT Raleigh Datacenter	1	\$200.00	\$200.00
Database Server and Setup (per location-1 time fee)	1	\$499.00	\$499.00

Licensing, Training & Maintenance	Quantity	Cost	Subtotals
<b>Master License (One time fees)</b>			
Clinic Site License	1	\$15,000.00	\$15,000.00
Integrated Central Enterprise (If applicable)	0	\$0.00	\$0.00
<b>Provider Licenses (One time fees)</b>			
Client Hosted 1st FT Providers	1	\$10,000.00	\$10,000.00
Client Hosted Additional FT Providers (Each)	0	\$5,000.00	\$0.00
Client Hosted PT & Non-billing Providers (Each)	3	\$2,500.00	\$7,500.00
<b>Implementation and Training Package (One time fees)</b>			
Master License - Clinic Site Setup (If applicable)	0	\$0.00	\$0.00
Master License - Integrated Central Enterprise Setup (If applicable)	0	\$0.00	\$0.00
Version 10g Client Hosted 1st FT Providers (Training pkg 1)	1	\$7,000.00	\$7,000.00
Version 10g Client Hosted Additional FT Providers (Training pkg 2)	0	\$4,000.00	\$0.00
Version 10g Client Hosted PT & Non-billing Providers (Training pkg 3)	3	\$2,500.00	\$7,500.00
Additional On-site Training (8-hr daily session plus applicable expenses)	4	\$1,500.00	\$6,000.00
<b>Annual Software Maintenance &amp; Support (20% Annual fee)</b>	1	\$5,900.00	\$5,900.00

Totals (Proposal pricing valid for 30 days)	Totals
<b>Master License</b>	\$15,000.00
<b>Provider Licenses</b>	\$17,500.00
<b>Implementation and Training Package Fees</b>	\$20,500.00
<b>Annual Maintenance &amp; Support (Billed annually separately)</b>	\$5,900.00
<b>Optional Services One-time Fees</b>	\$3,624.00
<b>Recurring Services Monthly Fees Total (EDI + Hosting + E Faxing) 12 months paid in advance</b>	\$7,740.00

**Total Initial Investment (Includes 1st year of Software Maintenance & Support) \$70,264.00**

25% deposit with contract, 25% due on start of training, 25% due on practice management go live, 25% due @ EMR go live

Practice Name: Henderson County Health Dept. Telephone: 828-692-4223

Address: 1200 Spartanburg Hwy City: Hendersonville State: NC Zip: 28792

**Client Authorized Signature**

**CureMD Authorized Signature**

By: \_\_\_\_\_  
*Please Sign Here*

By: \_\_\_\_\_  
*Please Sign Here*

Name: \_\_\_\_\_  
*Please Print Name & Title*

Name: \_\_\_\_\_  
*Please Print Name & Title*

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** Parks and Recreation

*Please make the following line-item transfers:*

**What expense line-item is to be increased?**

Account	Line-Item Description	Amount
<u>115612 526020</u>	<u>Dept Supplies Non-Expendable</u>	<u>\$21,229</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Account	Line-Item Description	Amount
<u>115612 554002</u>	<u>Etowah Park</u>	<u>\$9,391</u>
<u>115612 526007</u>	<u>Sports &amp; Athletics</u>	<u>\$1,389</u>
<u>114612 492004</u>	<u>Recreation Donations</u>	<u>\$10,449</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Justification:** *Please provide a brief justification for this line-item transfer request.*  
 The BOC approved the purchase of four new scoreboards for Etowah Park. The funds are a combination of donations and funds currently in the Etowah Park line item. The transfer of funds to purchase four scoreboards will be made to Department Supplies Non-expendable as each piece is less than \$5,000.00.

*Timothy Hopkin* 6/25/2015  
 \_\_\_\_\_  
 Authorized by Department Head Date

\_\_\_\_\_  
 Authorized by Budget Office Date

\_\_\_\_\_  
 Authorized by County Manager Date

**For Budget Use Only**

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_

# Quotation



72 Industrial Blvd.  
Wrightsville, GA 31096  
Phone: (800) 445-7846

DATE June 25, 2015  
Quotation # 100  
Customer ID

**Ship To:**

Henderson County Parks and Rec.  
801 4th Qve. East  
Hendersonville, NC 28972

Tim Hopkin  
[thopkin@hendersoncountync.org](mailto:thopkin@hendersoncountync.org)  
828.697.4884  
828.697.4885

Quotation valid until: July 25, 2015  
Prepared by: Charlie Phillips  
Phone: 704.244.6448  
Email: [charlie@electro-mech.com](mailto:charlie@electro-mech.com)

Comments or special instructions:  
**SHIPPING COSTS AND SALES TAX ARE ESTIMATES**

QTY	MODEL	Description	Unit Price	AMOUNT
4	1131	8'x6' Baseball scoreboard with Pitch Counts and 3 Digit Clock	\$ 4,110.00	\$ 16,440.00
4	RF400	Scorelink wireless	\$ 700.00	\$ 2,800.00
1		NC SALES TAX @ 7%	\$ 1,389.00	\$ 1,389.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
		Includes: Choice of scoreboard color	\$ -	\$ -
		Choice of striping and caption color	\$ -	\$ -
		Choice of red or amber LEDs	\$ -	\$ -
		Mounting hardware	\$ -	\$ -
		Control console	\$ -	\$ -
		5 year limited warranty	\$ -	\$ -
<b>Sub Total</b>			\$	\$ 20,629.00
<b>Shipping</b>			\$	\$ 600.00
<b>TOTAL</b>			\$	\$ 21,229.00

If you have any questions concerning this quotation, contact:

Charlie Phillips  
704.244.6448  
[charlie@electro-mech.com](mailto:charlie@electro-mech.com)

THANK YOU FOR YOUR BUSINESS!

June 10, 2015

Mr. Steve Wyatt  
Henderson County Manager  
1 Historic Courthouse Square  
Hendersonville, NC 28792  
[swyatt@hendersoncountync.org](mailto:swyatt@hendersoncountync.org)

**Re: Pardee Parking Request**

Dear Mr. Wyatt:

Due to recent construction site fencing placed on the Joint Medical Education Facility site, our parking capacity at our Medical Office Building and other staff parking areas has been diminished by 100-150 spaces. Our security staff is receiving daily complaints from staff and some patients who are unable to find parking close to our main campus building.

In looking at options for surrounding parking areas, the former Boyd's car dealership lot and Henderson County "Sixth Ave. Clubhouse" sites came up. We would ask that this letter serve as a formal request to you and Henderson County to investigate what could be arranged for use of those two lots for our staff to park between now and the anticipated JMEF opening by September of 2016. We believe by then that the new parking for that site will all be in place, and our MOB parking restored so that we will not have the shortfall we have today.

I, or our Director of Security Michelle Reynolds, would be happy to speak with you further about any details and implementation of this request. Thank you for your consideration.

Best Regards,



Craig Franks, AIA ASHE  
Director of Planning, Design, & Construction  
Margaret R. Pardee Memorial Hospital  
828.696.1127 (Direct)  
828.696.1160 (Main)  
828.243.2035 (Mobile)

cc: Michelle Reynolds, Pardee Director of Safety and Emergency Management  
Elizabeth Moss, Pardee Director of Community Affairs