

DRAFT

2-16-17

MINUTES

cc: Bob
Steve
Amy
Puss

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 15, 2017**

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 Mike Edney, Vice-Chairman Grady Hawkins, Commissioner Tommy Thompson, Commissioner Charlie Messer, 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: Senior Planner Autumn Radcliff, Engineer Marcus Jones, Management Assistant Megan Powell, Director of Business and County Development John Mitchell, Code Enforcement Director Toby Linville, Fire Marshal Rocky Hyder, Soil & Water Conservation District Director Jonathan Wallin, Director of Communications Lisha Stanley, Building Services Director Tom Stauffer, Finance Director Carey McLelland, Captain Jim Player, Central Services and Construction Manager David Berry, Internal Auditor Samantha Reynolds, Collections Specialist Luke Small, Emergency Management/Rescue Coordinator Jimmie Brissie, Deputy Fire Marshal Kevin Waldrup, Assistant Engineer Natalie Berry and PIO Kathryn Finotti – videotaping, Deputy Ken McCraw as security.

CALL TO ORDER/WELCOME

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

INVOCATION

The invocation was provided by County Manager Steve Wyatt.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

1. Alexe Weymouth – Mrs. Weymouth spoke in regard to Hendersonville High School. She has three children who will attend HHS in the future. She feels there is a critical need for a state of the art facility. Building a new campus and not renovating will be the best option and take less time. Renovation could cost more with the unknowns.
2. Mark Rockley – Mr. Rockley is a physical chemist. With regard to HHS, it is suggested that buildings more than 40 years old be removed due to possible radon, fungi, lead paint, asbestos, etc. He feels a new facility is better and will provide better lighting and acoustics.
3. Linda Bradley – Mrs. Bradley spoke in regard to Artificial Turf. Natural grass is near and dear to her heart. Her family owns Turf Mountain Sod, but they do not have anything to do with the sports fields. She has concern about cancer with artificial plastic surfaces and the chemicals emitted from them.
4. Fred Pittillo – Mr. Pittillo is owner of Turf Mountain Sod. He stated they have nothing to gain. He is concerned about his children and grandchildren being on artificial plastic surfaces and possible health issues. Mr. Pittillo is against artificial turf.
5. Dennis Justice – Mr. Justice has been asking for turf fields in the Henderson County High Schools for 20 years. The fields are in really bad condition. He doesn't recommend artificial turf but organic turf. He asked the Board to invest in our children.

Discussion/Adjustment of Consent Agenda

Commissioner Hawkins made the motion to approve Consent Agenda as presented. All voted in favor and the motion carried.

DATE APPROVED:

CONSENT AGENDA consisted of the following:

Minutes

Draft minutes were presented for board review and approval of the following meeting(s):

February 6, 2017 - Regularly Scheduled Meeting

Tax Collector’s Report

Collections Specialist Luke Small had presented the Tax Collector’s Report to the Commissioners dated February 3, 2017 for information only. No action was required.

Replace Jackson Park Direction Signs–Tourism Development Authority Wayfinding Signage Program

The County has received a request from the Tourism Development Authority to replace four Jackson Park directional signs (Brown NCDOT signs) with the proposed directional signs from the Countywide Wayfinding Signage Program.

As part of the encroachment agreement between the TDA and NCDOT, NCDOT is requesting that duplicate signs will be removed avoiding sign clutter.

From the information provided by the TDA, there are currently three Jackson Park signs on US 64 (Four Seasons Blvd). These three signs will be replaced with two Wayfinding signs. On Spartanburg Highway, there are currently three signs; TDA will replace them with two Wayfinding signs.

The Recreation Advisory Board will review the request during their February 14 meeting.

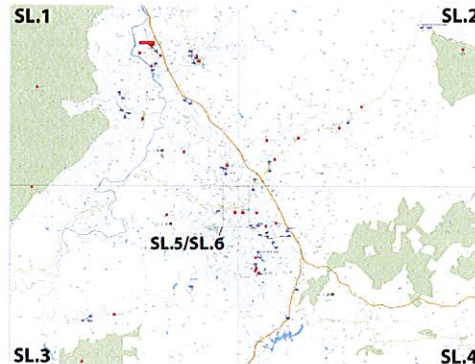
Motion:

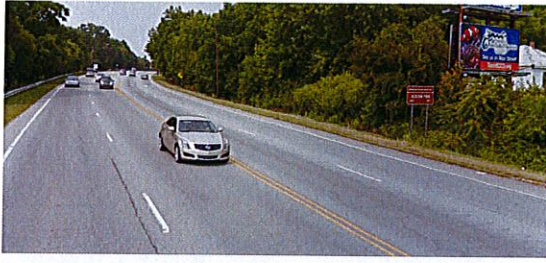
I move that the Board approves the replacement of the five NCDOT, brown directional signs with the proposed Wayfinding signs.



What is Wayfinding?

- Wayfinding signage is a tool for tourism.
- Wayfinding adds cohesion.
- Wayfinding can reduce sign clutter.
- Wayfinding is welcoming.





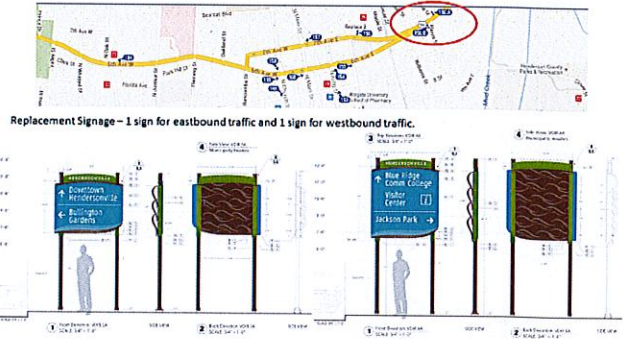
Four Seasons & Ashe Street – Existing Signage Location #1 on approach, traveling west.



Four Seasons & Ashe Street – Existing Signage Location #2 @ Intersection, traveling west.



Four Seasons & Ashe Street – Existing Signage Location #3 @ Intersection, traveling east.



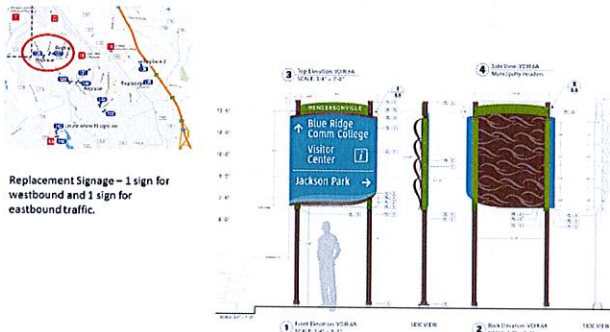
Replacement Signage – 1 sign for eastbound traffic and 1 sign for westbound traffic.



Spartanburg Hwy & Glover Street – Existing Signage Location #1 @ Intersection, traveling west.



Spartanburg Hwy & Glover Street – Existing Signage Location #2 on approach, traveling east.



Replacement Signage – 1 sign for westbound and 1 sign for eastbound traffic.



Spartanburg Hwy & Glover Street – Existing Signage Location #3 @ Intersection, traveling east.

Vaya Health – Quarterly Fiscal Monitoring Report (FMR) for the quarter ended December 31 2016
N.C.G.S. 122C-117(c) requires the staff of the local area mental health authority to provide the County Finance Officer with the quarterly Fiscal Monitoring Report (FMR) within 30 days of the end of the quarter. The County Finance Officer is then required to provide the FMR to the Board of Commissioners at the next regularly scheduled meeting of the board. The FMR for Vaya Health was received by the County Finance Director on January 31, 2017.

Motion:

I move that the Board of Commissioners approves the Vaya Health Fiscal Monitoring Report for the quarter ended December 31, 2016.

Fire Management Assistance Grant Designation

During November of 2016 a wildfire impacted the Bat Cave area of Henderson County. This fire, referred to as the "Party Rock Fire", required considerable resources to manage. Because of the impact, Henderson County applied for and was awarded a Fire Management Assistance Grant (FMAG) along with Rutherford and Buncombe Counties. This grant will provide some reimbursement for the resources used to manage the fire. Working in conjunction with the NC Department of Public Safety – Division of Emergency Management, Henderson County will serve as a sub-grantee for reimbursements. As part of the grant process the State requests a formal resolution establishing authorized agents for the management of the reimbursement process.

Motion:

I move the Board approves the Resolution of the Designation of Applicant's Agent and authorize the County Manager to execute the necessary agreements.

Petition for additions to State Road system

Staff received a petition to add the rest of the road network (Fortune Place, Settler's Crossing Drive, Saddle Top, and Wagon Trace) in Greenbriar Subdivision to the state road system. It has been the practice of this Board to accept road petitions and forward them to NC Department of Transportation for their review. It has also been the practice of the Board not to ask NCDOT to change the priority for roads on the paving priority list.

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

Motion:

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

Memorandum of Understanding – City of Hendersonville

As the County began transitioning to the new emergency communications system in May, 2016, several operational concerns were discovered with the City of Hendersonville. The City expressed an interest in expanding the County radio system to support the City's needs, and over the past few months Emergency Management Staff has been working with them on that request. Proposals determined that expansion would create operating efficiencies, and therefore Staff has drafted the attached Memorandum of Understanding between both entities. In addition to paying \$125,000 of the cost for the expansion, the City will also contribute to the annual support costs.

Motion:

I move the Board approves the Memorandum of Understanding as presented, and authorizes the County Manager to execute the necessary documentation.

Kenwood Communications Contract Amendment

In 2012 Henderson County engaged with JVC/Kenwood for the design and installation of a new emergency communications system. Over the past few months Emergency Management Staff has been working with the City of Hendersonville to identify additional needs for the system to meet expansion requests by the City as well as other system users. The proposed system expansion will add \$140,649.54 to the total project cost. \$125,000 of that total will be billed directly to, and paid by, the City of Hendersonville. The remaining \$15,649.54 will be paid by existing funds remaining in the project budget.

Motion:

I move the Board approves Amendment 1 to the Radio System Design, Furnish and Install Agreement as presented, and authorizes the County Manager to execute the necessary documentation.

Markley Drive Nuisance Case—Chronic Violator

On December 5, 2016, this Board voted to give notice to the property owner, Ernest McCall, that as a result of the condition in which he kept his property located on Markley Drive (off Highland Lake Road), he was a “chronic violator of the public nuisance ordinance”, as required by N.C. Gen. Stat. §153A-140.2.

§ 153A-140.2. Annual notice to chronic violators of public nuisance ordinance. A county may notify a chronic violator of the county's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the county shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The notice shall be sent by certified mail. A chronic violator is a person who owns property whereupon, in the previous calendar year, the county gave notice of violation at least three times under any provision of the public nuisance ordinance.

Your Code Enforcement has made numerous visits to the site since the notice was delivered to Mr. McCall by the Henderson County Sheriff's Office, on January 6, 2017 (as well as by certified mail). Most recently, Code Enforcement staff again cited the owner for nuisance, for the same problems as before, on February 8, 2017. If the Board finds that insufficient (or no) progress has been made on remedying the nuisance, the Board may choose to “take action to remedy the violation”, and take a lien on the property.

In the event the Board chooses to proceed with cleanup, cost estimates were included in the agenda packet. It is suggested that staff be given discretion to execute a contract for the same, after direction from the Chairman on terms, including terms such as salvage of items found on the property.

Motion:

I move that staff contract for the immediate remedying of the nuisance as previously cited, and direct and authorize the Chairman and staff to execute contracts for the same, with the issue of salvage of items removed from the site in the Chairman's discretion.

DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA

Commissioner Messer made the motion to adopt the discussion agenda with the addition of an update on Hendersonville High School. All voted in favor and the motion carried.

NOMINATIONS

Chairman Edney opened the floor for nominations.

Nominations

1. Agriculture Advisory Board – 1 vac.

Commissioner Thompson nominated Richard Jordan for position #2. *Chairman Edney made the motion to accept the reappointment of Richard Jordan to position #2 by acclamation. All voted in favor and the motion carried.*

2. Animal Services Committee – 3 vac.

Commissioner Messer nominated Patricia MacDuff for position #3, John Lynn for position #6, and Michael Marsteller for position #9. *Chairman Edney made the motion to accept the reappointments of Patricia MacDuff to position #3, John Lynn to position #6, and Michael Marsteller to position #9 by acclamation. All voted in favor and the motion carried.*

3. Henderson County Historic Courthouse Corp./dba Heritage Museum – 1 vac.

Commissioner Hawkins nominated Sheila Kelly for position #3. *Chairman Edney made the motion to accept*

the appointment of Sheila Kelly to position #3 by acclamation. All voted in favor and the motion carried.

4. Henderson County Zoning Board of Adjustment – 1 vac.

Commissioner Thompson nominated Louise St.Romain for position #8. *Chairman Edney made the motion to accept the appointment of Louise St.Romain to position #8 by acclamation. All voted in favor and the motion carried.*

5. Hendersonville Planning Board – 1 vac.

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

6. Juvenile Crime Prevention Council – 3 vac.

Commissioner Thompson nominated Mitchell Jacobsen for position #3. *Chairman Edney made the motion to accept the appointment of Mitchell Jacobsen to position #3 by acclamation. All voted in favor and the motion carried.*

7. Nursing/Adult Care Home Community Advisory Committee – 3 vac.

Commissioner Thompson nominated Barbara Hickey for position #12. *Chairman Edney made the motion to accept the appointment of Barbara Hickey to position #12 by acclamation. All voted in favor and the motion carried.*

8. Recreation Advisory Board – 3 vac.

Commissioner Messer nominated Terry Maybin for position #3 Boyce Laughter for position #4 and Elizabeth Moss for position #5. *Chairman Edney made the motion to accept the reappointments of Terry Maybin to position #3 Boyce laughter to position #3 and Elizabeth Moss to position #5 by acclamation. All voted in favor and the motion carried.*

9. Senior Volunteer Services Advisory Council – 1 vac.

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

EDNEYVILLE AND DANA FIRE TAX DISTRICT REVISIONS

Emergency Management/Rescue Coordinator Jimmy Brissie stated the Board of Directors and Chiefs of Edneyville and Dana Fire & Rescue have mutually agreed to transfer certain parcels in each fire district to facilitate a more efficient and timely response to those citizens. On November 30th, 2016 a letter and response postcard was mailed to the 132 property owners affected by the proposed district transfer. Owners were asked to submit a “For” or “Against” response prior to December 22nd, 2016. The Fire Marshal’s office collected responses through January 20, 2017 with the following results:

For:	35	(80%)
Against:	8	(18%)
Undecided:	1	(2%)
No Response	88	

Mr. Brissie stated 82 parcels will see a tax increase and this information was included in a letter to those affected. Jimmy Brissie noted a four minute improvement in response time has been seen.

The Fire Marshal’s office did not receive any calls or inquiries for additional information regarding the proposed transfer following the mailing.

Commissioner Thompson made the motion that the Board approves the amended fire tax districts and authorize the Chairman to sign the letter provided to Representative McGrady requesting the introduction of a local bill for the approved changes. All voted in favor and the motion carried.

EDNEYVILLE ELEMENTARY SCHOOL

John Mitchell stated at the January mid-month meeting of the Board of Commissioners, staff was instructed to solicit a proposal from the County’s Architect of Record, Clark Nexsen to build a new Edneyville Elementary School to be located next to the existing school.

The Edneyville Elementary School Proposal is for an 87,000 square foot facility at a total cost of \$24,996,228. Construction cost and contingency form a construction budget of 20,951,500. The architect's proposed fee is 6% of the construction budget which totals \$1,257,000. Money has also been allocated for sewer consideration.

August 1, 2019 is the projected completion date.

<u>Task Name</u>	<u>Duration</u>	<u>Start Finish</u>
Building programming	20 days	Wed 2/1/17 Tue 2/28/17
Finalize building programming	1 day	Wed 3/1/17 Wed 3/1/17
Owner/user approval of program	1 day	Thu 3/2/17 Thu 3/2/17
Site evaluation	21 days	Fri 3/3/17 Fri 3/31/17
Schematic design	90 days	Fri 3/31/17 Thu 6/29/17
Design development	90 days	Thu 6/29/17 Wed 9/27/17
Construction documents	120 days	Wed 9/27/17 Thu 1/25/18
Bidding	33 days	Thu 1/25/18 Tue 2/27/18
Contracts	16 days	Tue 2/27/18 Thu 3/15/18
Construction	440 days	Thu 3/15/18 Wed 5/29/19
Final Punch list	30 days	Wed 5/29/19 Fri 6/28/19
School open for students	1 day	Thu 8/1/19 Thu 8/1/19

Commissioner Thompson reiterated that Edneyville will have a brand new school, but the old building with the gym is being saved for future use by the Edneyville community.

County Manager Steve Wyatt stated that discussions are being held with the School Superintendent and the Architect. A Memorandum of Understanding will be designed if needed once the decision is final.

Commissioner Messer made the motion that the Board accepts the Edneyville Elementary School Proposal and direct staff to begin the project. All voted in favor and the motion carried.

RESIDENTIAL/INDUSTRIAL ZONING

Commissioner Lapsley requested the addition of this item, to discuss residential use of property that is currently zoned industrial, and future uses for property that falls into that designation.

Commissioner Lapsley stated this issue was brought up one year ago with a parcel on McMurray Road. Industrial Zoning prohibits residential use. Mr. Lapsley referred to the following chart and noted the highlighted in red areas.

Commercial Zoning allows for residential use, but is best suited for commercial. Industrial Zoning allows no Residential Use at all. If you currently live on property that is zoned Industrial, and decide you would like to build a residence on it, when you come to get a permit, the answer is "no". By using Industrial Zoning, you are condemning someone's property from Residential Use. If however, the owner has asked for Industrial Zoning, they are aware of this, and it is therefore appropriate.

When the small area planning committee makes a recommendation for Industrial Zoning, the Board needs to look closely at this recommendation. Commissioner Lapsley is against changing zoning to Industrial unless requested by the landowner.

Commissioner Lapsley requested the Board send this topic back to the Planning Board for review and asked staff to look at other counties for comparison.

Chairman Edney stated individual property owner rights are important. Industrial Zoning brings in jobs.

Subpart E. Table of Permitted and Special Uses

§42-62. Table of Permitted and Special Uses

USE TYPE	GENERAL USE DISTRICT P=Permitted; S=Special Use Permit											
	R1	R2	R2R	R3	R4	OI	MU	LC	CC	RC	I	SR
1. RESIDENTIAL USES												
<i>Assisted Living Residence</i>	S	S	S	S	S	P	P	P	P	P		1.1
<i>Bed and Breakfast Inn</i>	P	P	P	P	P	P	P	P				1.2
<i>Continuing Care Retirement Community</i>	S	S	S	S	S	P	P	P	P	P		1.3
<i>Dwelling, Duplex</i>	P	P	P	P	P	P	P					1.4
<i>Dwelling, Manufactured Home (multi-section)</i>	P	P	P	P	P			P				1.5
<i>Dwelling, Manufactured Home (singlewide)</i>			P	P	P							1.5
<i>Dwelling, Mobile Home</i>			P	P	P							1.5
<i>Dwelling, Multifamily, Five (5) or More Units</i>	S					P	P	S	S	S		1.6
<i>Dwelling, Quadraplex</i>	S					P	P	S				1.7
<i>Dwelling, Single Family Detached</i>	P	P	P	P	P		P	P				1.8
<i>Dwelling, Triplex</i>	P	P	P			P	P	P				1.9
<i>Family Care Home</i>	P	P	P	P	P	P	P	P				1.10
<i>Fraternity and/or Sorority House</i>	P					P	P					1.11
<i>Hospice Residential Care Facility</i>	S	S	S	S	S	P	P	P	P			1.12
<i>Manufactured Home Park</i>			S	S	S							1.13
<i>Nursing Home</i>	S	S	S	S	S	P	P	P	P	P		1.14
<i>Rooming and Boardinghouse</i>	S	S	S	S	S		P	P	P			1.15
2. ACCESSORY USES												
<i>Childcare Facility (as an accessory for a principal business)</i>			S	S	S	P	P	P	P	P	P	2.1
<i>Drive-Thru Window</i>				S	S	P	P	P	P	P		2.2
<i>Dumpster(s)</i>	P	P	P	P	P	P	P	P	P	P	P	2.3
<i>Dwelling, Single-Family (as an accessory for a principal business)</i>			P	P	P	P	P	P	P			2.4
<i>Fuel Pumps</i>			S	S	S			P	P	P	P	2.5
<i>Home Occupation, Adult Day Care</i>	P	P	P	P	P		P	P				2.6
<i>Home Occupation, Childcare Facility</i>	P	P	P	P	P		P	P				2.7
<i>Home Occupation, General</i>	P	P	P	P	P	P	P	P				2.8
<i>Outdoor Storage ≤5000 sq ft</i>			S	P	P			S	P	P	P	2.9
<i>Outdoor Storage >5000 sq ft</i>			S	S	S				S	P	P	2.10
<i>Rural Family Occupation</i>			P	P	P							2.11
<i>Solar Panels</i>	P	P	P	P	P	P	P	P	P	P	P	2.12
3. ACCESSORY STRUCTURES												
<i>Airport (Private Accessory)</i>				S	S		P				S	3.1
<i>Automatic Teller Machine</i>						P	P	P	P	P	P	3.2
<i>Boathouse, Private</i>	P	P	P	P	P		P					3.3
<i>Bulkhead</i>	P	P	P	P	P		P					3.4
<i>Carport</i>	P	P	P	P	P	P	P	P				-
<i>Dock/Pier</i>	P	P	P	P	P	P	P					3.5

Commissioner Messer recognized that much work has been done, but we do not need to restrict large tracts of privately owned land. This does need to be reviewed.

Commissioner Hawkins noted that property rights and zoning is the dilemma. The small area planning committees has provided fruitful communication during their process. There is room for improvement.

Commissioner Lapsley made the motion that the Board send this topic back to the Planning board for evaluation and consideration of modification. All voted in favor and the motion carried.

HENDERSONVILLE HIGH SCHOOL UPDATE – ADD ON

John Mitchell stated we have been working on Hendersonville High School for over three years. Staff has been working diligently with the Architect for a clear understanding of the process. As it stands, the City requires a Special Use Permit for construction of instructional facilities with R6 and C3 zoning.

The first step is the conceptual plan which will be to the City by the end of the day. On February 20, 2017 the permit process begins with the preliminary site plan. Then a “neighborhood” meeting will be held on March 2, 2017. The permit process is a 14 day review by the City. On April 10, 2017 the Planning Board will review the project and on May 4, 2017, the City Council will review the project.

Chairman Edney stated assuming we can meet City requirements, the zoning request should go through. He asked that the information be submitted to the City today and bring back an update to the Board at the March 6th meeting.

Steve Wyatt noted the project has been delayed, and he doesn't feel we can meet the August opening. There is an 8-12% annual cost escalation.

Architect Chad Roberson said a spike in cost is being seen, and there is a potential for an increase in budget costs. If we can start back in March, it may be possible to open in August.

Chairman Edney stated that City Mayor Volk is directing her staff to work with Henderson County to meet the zoning requirements. He would like a decision by the Board of Commissioners at the March 6th meeting if they are comfortable with the City's progress.

TURF FIELDS

At the January mid-month meeting of the Board of Commissioners, Chairman Edney requested that the Board discuss adding turf fields to each Henderson County's four High Schools.

School Board Vice-Chairman Rick Wood stated at their board meeting on Monday night, the board voted unanimously in favor of replacing natural grass with artificial turf on the football fields. All four school principals, coaches, and athletic directors have voted the same. They would like to see the safest type of turf used. At this time, the fields are natural grass and are used so much beyond football. An extreme amount of water is used for irrigation and the maintenance is never ending with mowing, painting, weed killing, seeding, etc.

Dwayne Durham “Doc”, Director of Pardee Sports Medicine, stated he has been working 34 years for the health and safety of Henderson County kids. He has a deep passion for artificial turf for the kids. He has also been working for 34 years in the mud. Bermuda grass can only take 1 game per week. There has been an occasion where 11 games were played in one week.

There is no recovery time for grass in the winter. When the field is torn up, more injuries occur. The fields are used for physical education class, band, soccer, and all ages of football. When games are rescheduled due to rain, the profit from a game goes from \$8,000 to \$2,000. The schools depend on the income. The cost of repainting alone comes up to around \$7,000 per year.

There is no way to eliminate all injuries, but research proves that a proper field has less injuries. The older Astro Turf is awful but turf has improved over the years.

Commissioner Lapsley questioned the costs of turf fields and felt it was around \$1m per field. With the debt service alone, you could replace grass each year cheaper than putting down turf.

Mr. Durham felt the \$1m per field was a little high. He noted that rain causes havoc and the fields must be maintained daily. It is really hard to do with so many different uses of the field. With turf fields, you sweep once a month and pick up the trash. The painting of a natural grass field takes an entire day.

Mr. Lapsley questioned what it might cost to have a dedicated person or crew to maintain 4 fields.

Mr. Durham stated use is the issue, with natural grass there is extended downtime. With tuft there is no painting or maintenance other than sweeping. It has a 10-12 year life expectancy and is guaranteed for 8 years.

Commissioner Hawkins would like a comparison of the different turfs, ground up tires, organic coconut leaves, etc. What the cost would be for a new installation, maintenance, replacement period and cost at replacement. He asked staff to compile information about the turf field at the Activity Center and its performance.

John Mitchell stated the Activity Center turf field is not regulation. It is 52,000 square feet and a regulation field is 57, 600 square feet. The field is rubberized pellets and was installed three years ago at a cost of \$350-360,000 dollars. The field is holding up well and is swept once per week. It took 4-6 weeks to install. Grading and draining are critical. The field is rarely not in use.

Steve Wyatt informed the Board that currently \$2.5m is being held in the budget from the Bent Creek property sale that could be used 3 turf fields. Hendersonville High School would be part of a financing package of the project. The 3 other fields cannot be financed and must be paid for upfront. An RFP or RFQ is recommended. Staff will need a couple of weeks to get information together and move forward.

Commissioner Lapsley requested the Board direct staff to obtain cost comparisons of types of turf, drainage issues, costs of maintenance, cost of replacement of turf when necessary, and cost with and without tracks for each field. He also requested information on cost to professionally maintain natural grass fields for each school.

Commissioner Thompson made the motion that the Board directs Architect Chad Roberson to provide a report with the cost breakdown and comparisons by mid-March. All voted in favor and the motion carried.

ADJOURN

Commissioner Messer made the motion to go out of closed session and adjourn at 11:25 a.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

J. Michael Edney, Chairman

Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

PHONE: (828) 697-5595 | FAX: (828) 698-6153

Henderson County Board of Commissioners

1 Historic Courthouse Square, Suite 1

Hendersonville, NC 28792

Friday, February 03, 2017

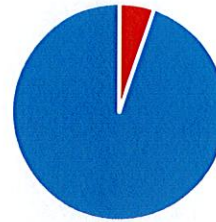
Re: Tax Collector's Report to Commissioners - Meeting Date February 15, 2017

Please find outlined below collections information through February 2, 2017 for the 2016 real and personal property bills mailed on August 8, 2016. Vehicles taxes are billed monthly by NC DMV.

Henderson County Annual Bills (Real and Personal Property):

2016 Beginning Charge:	\$69,946,881.18
Discoveries & Imm. Irreg.:	\$780,838.93
Releases & Refunds:	(\$636,950.01)
<u>Net Charge:</u>	<u>\$70,090,770.10</u>
Unpaid Taxes:	\$3,604,861.75
Amount Collected:	\$66,485,908.35

Paid
94.86%



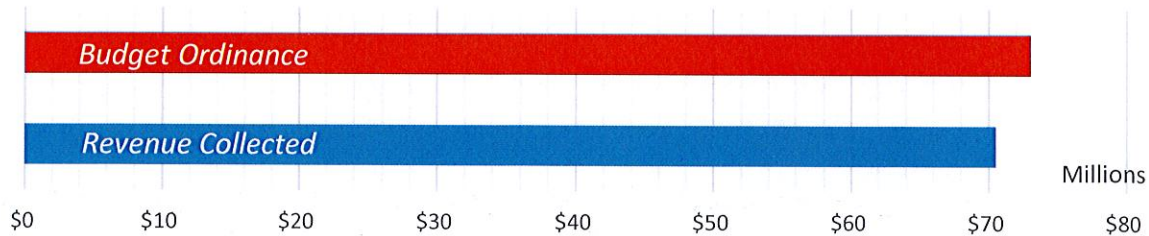
Henderson County Registered Motor Vehicles (As Collected by NC DMV):

Net Charge:	\$3,259,547.75
Unpaid Taxes:	\$15,843.39
Amount Collected:	\$3,243,704.36

99.51%

Henderson County FY17 Budget Analysis:

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$71,500,676.00	\$69,729,612.71
Prior Years:	\$1,575,000.00	\$824,340.07
Budget Total:	\$73,075,676.00	YTD Revenue: \$70,553,952.78



Respectfully Submitted,

Luke Small
Deputy Tax Collector

Darlene Burgess
Tax Administrator

Resolution of Designation of Applicant's Agent

for the

North Carolina Division of Emergency Management

- WHEREAS: Henderson County was impacted by the Party Rock wildfire during November 2016 and;
- WHEREAS: The Party Rock Fire has been awarded a Fire Management Assistant Grant (Disaster 5161) and;
- WHEREAS: Henderson County desires to appoint Emergency Management Coordinator Jimmy Brissie as the Primary Agent for the purposes of application of federal and/or state assistance and;
- WHEREAS: Henderson County desires to appoint Purchasing Agent Randall Cox as the Secondary Agent for the purposes of application of federal and/or state assistance and;
- WHEREAS: Henderson County desires to appoint County Manager Steve Wyatt as the authorizing official for the execution of all agreements related to the Fire Management Assistance Grant.


BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available.

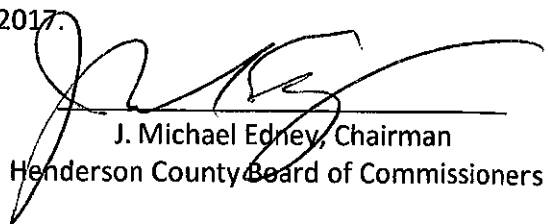
BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and assurances thereof.

BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this 15th day of February, 2017.

Attest:


Teresa Wilson, Clerk to the Board


J. Michael Edney, Chairman
Henderson County Board of Commissioners

**RESOLUTION
DESIGNATION OF APPLICANT'S AGENT**

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Disaster Number:
Henderson County, NC 5161

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):
North Carolina Department of Public Safety

Applicant's Fiscal Year (FY) Start
Month: July Day: 1st

Applicant's Federal Employer's Identification Number
56 - 6000307-A

Applicant's Federal Information Processing Standards (FIPS) Number
089 - 99089 - 00

PRIMARY AGENT

SECONDARY AGENT

Agent's Name: Jimmy Brissie

Agent's Name: Randall Cox

Organization
Henderson County Emergency Management

Organization
Henderson County Finance Department

Official Position
Emergency Management & Rescue Coordinator

Official Position
Purchasing Agent

Mailing Address
211 1st Ave East

Mailing Address
113 North Main Street

City, State, Zip
Hendersonville, NC 28792

City, State, Zip
Hendersonville, NC 28792

Daytime Telephone
828-697-4728

Daytime Telephone
828-697-4821

Facsimile Number
828-698-6164

Facsimile Number
828-697-4569

Pager or Cellular Number

Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 15th day of February, 2017.

GOVERNING BODY

CERTIFYING OFFICIAL

J. Michael Edney, Chairman

Teresa L. Wilson

Name and Title

Name

Grady H. Hawkins, Vice-Chairman

Clerk to the Board

Name and Title

Official Position

Charles D. Messer, William G. Lapsley

Name and Title

Daytime Telephone

+ Thomas H. Thompson - Commissioners

828-697-4808

CERTIFICATION

I, Teresa L. Wilson, (Name) duly appointed and Clerk to the Board (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Henderson County (Organization) on the 15th day of February, 2017.

Date: 2/15/2017

Signature: Teresa L. Wilson

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



**North Carolina Department of Public Safety
Division of Emergency Management**

APPLICANT: **Henderson County, NC**
**FMAG (Fire Management Assistance Grant) for Western
North Carolina Fires**

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management (“the State”) and Henderson County (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called FMAG (Fire Management Assistance Grant) for Western Carolina Fires.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant’s governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - Designation of Applicant’s Agent;
 - State-Applicant Disaster Assistance Agreement
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.


6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 *et. seq.*, 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**
14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.
20. The Applicant shall comply with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

2/19/2017
Date

56-6000307-A
Applicant's Federal Tax I.D.
Number (required)

FOR THE APPLICANT:

BY: 
Signature

Steve Wyatt
Typed Name

County Manager
Title

Date

FOR THE STATE:

BY: _____
Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Henderson County, NC

Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

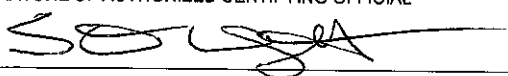
NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Manager
APPLICANT ORGANIZATION Henderson County, NC	DATE SUBMITTED February 15th, 2017

**AMENDMENT I TO
RADIO SYSTEM
DESIGN, FURNISH AND INSTALL AGREEMENT**

This Amendment I to the Radio System Design, Furnish and Install Agreement ("Amendment I") is entered into as of this 9th__ day of January 2017 (the "Effective Date"), by and between KENWOOD USA Corporation n/k/a JVCKENWOOD USA Corporation, a California corporation, with its principle offices located at 2201 East Dominguez Street, Long Beach, CA 90810 USA (hereinafter "KENWOOD") and Henderson County, North Carolina, a North Carolina municipality, with its principle offices at 820 N. Justice Street, Hendersonville, NC 28791 USA (hereinafter "THE AGENCY") (each of KENWOOD and THE AGENCY, a "party" and collectively, the "parties"). Capitalized terms not defined in this Amendment I shall have the meanings set forth in the Radio System Design, Furnish and Install Agreement (the "Agreement").

RECITALS

- A. KENWOOD and THE AGENCY entered into the Agreement dated the 20th day of August 2014 whereby THE AGENCY purchased from KENWOOD, and KENWOOD designed, furnished and installed for THE AGENCY a six site NEXEDGE trunked radio system (the "Radio System");
- B. The Term of the Agreement continued until installation and acceptance of the Radio System which completed in May 2016; and
- C. THE AGENCY desires to purchase additional equipment to add to the Radio System, and KENWOOD agrees to provide such additional equipment ("Expanded System") and to extend the Term to include the design and installation of same.
- D. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. The definition of "Radio System" shall include the "Expanded System" as applicable.
- 2. Section 3.6 shall be added to the Agreement as follows:

Purchase, Sale and Installation of Expanded System. Subject to each party's fulfillment of its responsibilities in Section 2, KENWOOD agrees to design, develop, furnish and install the Expanded System that meets the specifications in accordance with the terms and conditions contained in this Agreement and in Exhibits A-1 and A-2 to this Amendment I of the Agreement ("Expanded Specifications"). The AGENCY agrees to purchase the Expanded System exclusively from KENWOOD in accordance with the terms and conditions in this Agreement and in Amendment I to the Agreement. The Expanded Specifications as of the date hereof shall not be amended unless the parties have negotiated and reached agreement with regard to whether KENWOOD is entitled to additional compensation for the design, development and installation of the Expanded System and whether any production schedule for the Expanded System must be amended. In the event the parties reach such agreement, KENWOOD shall, as soon as

commercially practicable, arrange for the design, development and installation of the Expanded System in accordance with such amended Expanded Specifications. In the event the parties can not reach agreement with regard to additional compensation to KENWOOD or KENWOOD determines that it is unable or commercially impractical to arrange for the design, development and installation of the Expanded System in accordance with such amended Expanded Specifications, it shall promptly notify THE AGENCY and the then-current Expanded Specifications shall continue to apply. Notwithstanding the foregoing, KENWOOD shall, in its sole discretion, be entitled to make any modifications to the Expanded System, provided that such modifications or improvements do not adversely affect the performance or location of the Expanded System.

3. This additional language shall be added to Section 5.1 of the Agreement:

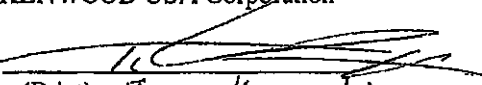
The Parties agree to extend the Term for the period to and including the installation and acceptance of the Expanded System in accordance with Section 3.6 of the Agreement.

4. In the event of inconsistencies between Amendment I to the Agreement and the Agreement, Amendment I shall take precedence.
5. All other terms and conditions of the Agreement remain in full force and effect.

The parties have executed this Amendment I to the Radio System Design, Furnish and Install Agreement as of the Effective Date.

JVCKENWOOD USA Corporation

Henderson County, North Carolina

By: 
Name (Print): Toru Kawauchi
Title: President
Date: 1/10/2017

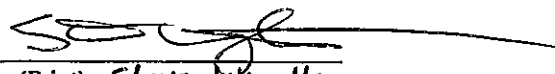
By: 
Name (Print): Steve Wyatt
Title: County Manager
Date: 2/15/2017

EXHIBIT A STATEMENT OF WORK HENDERSON COUNTY NC SYSTEM EXPANSION

EXPANDED SYSTEM

KENWOOD will provide the repeaters, amplifiers, and associated hardware as provided in Exhibit B to add one traffic channel at each of the six (6) existing county owned NEXEDGE sites.

KENWOOD will work with its FCC licensing consultant to acquire the frequencies for the expansion. The cost of the licensing service is included as part of the purchase price.

Our licensing consultant is paid in advance and the associated cost included in our proposal shall not be refundable to THE AGENCY.

KENWOOD will be responsible for installation, configuration, and testing of the additional traffic channel at each of the sites.

Installation will be performed by a KENWOOD authorized service subcontractor, and the work will be completed under the supervision of a KENWOOD field project technician.

KENWOOD is responsible for expanding the existing transmit antenna combiner and receiver multi-coupler at each of the sites. The expansion is assuming the FCC will grant frequencies which will allow for expansion without adding additional antennas. No allowance has been made for additional antennas, tower climbs, or hardware to support the antennas if it becomes necessary to add to the existing antenna network.

Installation of the hardware to expand the antenna network combiner is included in the purchase price provided below and will be performed by a KENWOOD authorized service subcontractor and supervised by a KENWOOD field project technician.

KENWOOD cannot be held responsible for changes in previously predicted or current coverage.

The Expanded System includes hardware necessary to interface ESChat PTT over cellular devices to the County NEXEDGE radio system. ESChat is an independent provider with services requiring a monthly subscription fee per device to ESChat by THE AGENCY.

Installation and configuration of the Expanded System will be provided by a KENWOOD authorized service subcontractor and supervised by a KENWOOD field project technician.

TRANSPORTABLE SITE

The transportable site is a 4 channel standalone NEXEDGE VHF trunked system. Included are a system bridge and talk path licenses for future interoperability. The Expanded System will include and function as a standalone trunked site. IP site connectivity will be required for interoperability with other systems. Site connectivity shall be provided by THE AGENCY and is not included as part of this Statement of Work.

The Expanded System includes estimates for the antenna combiner and receiver multi-coupler. Additional fees may be required based on available frequencies.

KENWOOD will optimize the Expanded System to meet the FCC ERP; however, KENWOOD is not responsible for coverage predictions.

The Expanded System will be configured and installed by a KENWOOD authorized service subcontractor supervised by a KENWOOD field project technician

Assumptions

This Statement of Work is based on KENWOOD's assumptions set forth below. If any of these assumptions are found to be incorrect, KENWOOD and THE AGENCY will work reasonably together during Critical Design Review to address the concerns to minimize any financial impact to THE AGENCY.

Sites

- THE AGENCY will supply adequate physical space at identified sites for the installation, use, and maintenance of the system. New site development by KENWOOD is not required.
- THE AGENCY will provide electrical work and installation of concrete mounting pad if required for outdoor cabinets.

- THE AGENCY will provide adequate temperature/environmental control, grounding and lightning protection at existing sites.
- THE AGENCY will provide space adequate for the installation, use, and maintenance of the EXPANDED SYSTEM at all sites to include adequate distribution, and source power. Necessary upgrades are the responsibility of THE AGENCY.
- Ready access to all facilities will be available as necessary during the installation period. To reduce the number of days in the field during installation, access is frequently necessary for 10 working hours per day (e.g. 7 am to 6 pm). It is understood that access to sites controlled by other agencies may be limited and therefore access may be constrained by normal hours of operation of the building.

Network

- AGENCY is responsible for adequate bandwidth and additional upgrades if necessary AGENCY supplied backhaul network links must support additional traffic IP addresses are available for use in blocks of sufficient quantity on any existing network to accommodate routing between the sites and equipment specified.

RF Equipment

- KENWOOD will be responsible for the RF equipment frequency planning based on the available licensed frequencies.

Services

- Site access, where applicable, is the responsibility of THE AGENCY. The typical work day will be 10 to 12 hours; KENWOOD has not included any cost associated with site preparation services or site escorts.
- By using good installation practices and proper planning, loss of service may be minimized; however, KENWOOD will not be responsible for the loss of any service on a site. This disclaimer covers all services including, but not limited to, cellular, Internet, cable TV, existing LMR, etc.
- Third party services procurement and management are the responsibility of THE AGENCY unless stated otherwise in the Statement of Work.

- Subscriber programming necessary to handle changes in any existing system is already in place or will be handled by THE AGENCY.

Products

- Software and hardware as specified in the Statement of Work are generally released KENWOOD solutions. No tailoring of existing features or new feature development will be performed unless otherwise stated in the proposal.

Responsibilities and Scope of Work

Responsibilities

Because the Expanded System will incorporate major elements owned/managed by THE AGENCY, this proposal requires a clear definition of responsibilities.

THE AGENCY will provide and manage:

- All communication system sites, to include acquisition or site access, shelter and tower space, HVAC, and sub-surface grounding provisions
- - 120 VAC utility power supply at all sites
- THE AGENCY support for site escort or access permissions during new-system installation, and for first-response maintenance support during the warranty period

KENWOOD will provide, install, test and provide first-year warranty and maintenance on the Enhanced System equipment provided in Exhibit B commencing at the earlier of system acceptance or beneficial use which means use of the Enhanced System for operational purposes and not for training or testing purposes. Warranty shall be provided in accordance with

KENWOOD's then current warranty statement, and on-site maintenance shall be provided by KENWOOD through its local service provider during business hours of 8:30 am – 5:00 pm local time as part of the purchase price. Response times after the above regular business hours shall be invoiced at then current after-hours rates.

Purchase Price:

Site RF upgrade hardware	\$25,119.75
PTToC hardware	\$14,537.00
Licensing	\$37,710.00
Antenna combining expansion hardware	\$120,844.90
Transportable hardware/software	\$67,325.25
Site RF upgrade labor	\$31,500.00
PTToC installation labor	\$12,475.00
Antenna combining installation labor	\$31,500.00
Transportable installation labor	\$8,500.00
<u>Project summary</u>	
Invoiced from Kimball Communications	\$125,733.20
Invoiced from JVCKENWOOD	\$223,778.70
Project Total	\$349,511.90

ESChat subscription: \$175.00 per month*

The above equipment will be invoiced upon shipment, and partial shipments are allowed. Labor will be invoiced upon completion.

*Requires a separate subscription agreement between THE AGENCY and ESChat.

EXHIBIT A-2

Description: Site Upgrades to add Channels
Technology NEXEDGE™ Digital 6.25kHz
of Channels 1 channel per site (6 sites)
of Sites 6

Site Upgrades					
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price
NXR-5700K	VHF Nexedge 146-174 mHz Repeater	\$ 5,333.00	\$ 3,999.75	1	\$ 3,999.75
KSGPA22543	150W Continuous Duty Amplifier	\$ 3,060.00	\$ 2,295.00	1	\$ 2,295.00
KSGPG92800	Option needed to enable the trunking features	\$ 1,500.00	\$ 1,125.00	1	\$ 1,125.00
KSGPA22543	150W Continuous Duty Amplifier	\$ 3,060.00	\$ 2,295.00	5	\$ 11,475.00
KSGPG92800	Option needed to enable the trunking features	\$ 1,500.00	\$ 1,125.00	5	\$ 5,625.00
KSGLOT	Misc. shop supplies, jumper cables, & inter cable wiring	\$ 800.00	\$ 600.00	1	\$ 600.00
Total:					\$ 25,119.75

Raven Connectivity					
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price
47800A-FLXG	M4x Flex Gate Enterprise System		\$ 6,492.00	1	\$ 6,492.00
47800-004-EEEE	M4x Blade Tray with 4 DVS1 Modules		\$ 4,895.00	1	\$ 4,895.00
47800-004-DD00	M4x Tray for chassis, 4 port, 2/4 wire		\$ 2,625.00	1	\$ 2,625.00
W635	HqI-Client Software		\$ 525.00	1	\$ 525.00
WBL001	1 user license billed monthly - ES Chat		\$ 5.00	35	\$ 175.00
Installation	Labor on installation (Kimball \$7,975:JVCK-\$4500)		\$ 12,475.00	1	\$ 12,475.00
Total:					\$ 27,187.00

System Programming, Optimization & Installation					
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price
KSGTECH	On Site Factory Technical Assistance	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
KSGLIC	Licensing additional channels	\$ 37,710.00	\$ 37,710.00	1	\$ 37,710.00
LABOR	Labor on installation - 5th channel(Kimball)	\$4,500.00	\$ 4,500.00	6	\$ 27,000.00
Total:					\$ 69,210.00

WBI001 billed separate by ESChat

Site Upgrades	\$ 121,516.75
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Description: 1 Site 4 Channels VHF Nexedge Trunked Digital System
Technology NEXEDGE™ Digital 6.25kHz
of Channels 4 Channels
of Sites Transportable Single Site

Site 1					
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price
NXR-5700K	VHF Nexedge 136-174 mHz Repeater, 25W, 0.5ppm TCXO built-in	\$ 5,333.00	\$ 3,999.75	4	\$ 15,999.00
KSGPG91800	Repeater Trunking FeatureNote	\$ 1,500.00	\$ 1,125.00	4	\$ 4,500.00
KSGPGKEYSM	System Manager Software and Secure USB Key Package (KPG-110SMK, KSGPGKEY01)	\$ 583.00	\$ 437.25	1	\$ 437.25
KSGPS500100	100A N+1 Power Supply	\$ 1,010.00	\$ 757.50	2	\$ 1,515.00
KSGMRCK7	45 RU Aluminum Equipment Rack	\$ 1,250.00	\$ 937.50	1	\$ 937.50
KSGTXRX-4	Combining (estimate) (Peg Rack)	\$ 18,967.00	\$ 14,225.25	1	\$ 14,225.25

KSG9135G5000	UPS Power Supply System	\$ 4,690.00	\$ 3,517.50	1	\$ 3,517.50
KSGNS10008	8 Port Managed Network Switch	\$ 242.00	\$ 181.50	1	\$ 181.50
KSGCP2000	Customer Rack Mounted Server	\$ 4,875.00	\$ 3,656.25	1	\$ 3,656.25
KPG-157SB	NEXEDGE Bridge Software	\$ 12,500.00	\$ 9,375.00	1	\$ 9,375.00
KSGPG92010	System Group Call Path License	\$ 10,000.00	\$ 7,500.00	1	\$ 7,500.00
KSGPGKEY03	Grade-1 Unlimited Access Secure USB Programming Key	\$ 167.00	\$ 125.25	1	\$ 125.25
KSGCP20000	Custom Rack Mounted Server	\$ 5,500.00	\$ 4,125.00	1	\$ 4,125.00
L-8518	Labor for installing and loading Linux OS and application Software	\$ 750.00	\$ 562.50	1	\$ 562.50
KSGMS100P1	Power Strip	\$ 91.00	\$ 68.25	1	\$ 68.25
KSGLOT	Misc. shop supplies, jumper cables, & Inter cable wiring	\$ 800.00	\$ 600.00	1	\$ 600.00
Labor	Labor on Installation (Kimball)	\$ 8,500.00	\$ 8,500.00	1	\$ 8,500.00
Total					\$ 75,825.25

Description: Henderson VHF Nexedge Trunked Digital System
Technology: NEXEDGE™ Digital 6.25kHz
of Channels: Would provide total of 8 Channels per site
of Sites: Additional 3 ch per site combining

Equipment part number:	Description	List Price	Sales Price	QTY	Extended Sales Price
KSGTXRX-4	Combining (estimate) (Peg Rack)	\$ 18,967.00	\$ 14,225.25	6	\$ 85,351.50
KSGMN10629	MEXM-1 I/O expansion panel, 24 analog in, 24 digital in, 24 Form-C relays	\$ 3,931.24	\$ 3,106.00	6	\$ 18,636.00
40730230	Newton Instrument 4070-230 standoff brackets (pair)	\$ 57.50	\$ 57.50	6	\$ 345.00
PM-2A-300	RF Power Monitor	\$ 312.00	\$ 280.80	18	\$ 5,054.40
KSGCB00114	Repeater Interface Cable	\$ 50.00	\$ 45.00	18	\$ 810.00
KSGCN10120	N/M to N/M Barrel Coax Connector	\$ 20.00	\$ 18.00	36	\$ 648.00
KSGTECH	On Site Factory Technical Assistance	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
Contingency	Antenna, frequency contingency	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
Labor	Labor on Installation (Kimball)	\$ 4,500.00	\$ 4,500.00	6	\$ 27,000.00
Total					\$ 152,344.90

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HENDERSON COUNTY
AND
CITY OF HENDERSONVILLE**

In order to serve the interest of the citizens of Henderson County, Henderson County government and the City of Hendersonville mutually agree to the following conditions to facilitate improved communications. This MOU is mutually agreed upon in a spirit of cooperation, commencing as of 1 January 2107 and will be reviewed annually by both parties.

The City of Hendersonville agrees to the following:

- Working in conjunction with JVC/Kenwood and Kimball Communications license two additional "channels" for the Henderson County NXDN radio system.
- Purchase and have installed the necessary equipment for the above channels to operate on the existing NXDN radio system. Required equipment may include but not limited to: power supplies, repeaters, power amplifiers and associated equipment.
- The City of Hendersonville will retain ownership of equipment added to the system by the City and may remove said equipment when adequate time is allowed for system engineering and demobilization.
- The annual support cost will vary based on total system support costs and the percentage of overall usage by the City of Hendersonville. For FY17 the City of Hendersonville agrees to pay to Henderson County an estimated support payment of \$10,000 in the absence of historical usage data.
- Maintain all subscriber devices to include base stations, mobile and handheld radios in accordance with the manufacturer's specifications. Maintenance may include programming, installation and consumables such as batteries, belt clips and antennas.
- Notify the County in a timely manner when the City is to add a new device is to be onto the NXDN
- Notify the County in the event of a lost or stolen radio to ensure the radio is deactivated from the system.

Henderson County agrees to the following:

- Maintain system infrastructure and utilities for the NXDN system.
- Maintain the system in accordance with the manufacturer's recommendations.
- Work with the City of Hendersonville to ensure they have adequate access to the agreed upon talkgroups and/or channels.
- Maintain access to the system for subscriber units and remove devices from the system as requested by the City.

Henderson County and the City of Hendersonville agree to communicate on an ongoing basis about the utility of this MOU and any changes that may be needed. Such communication may be initiated by either party.

Henderson County

City of Hendersonville



Steve Wyatt, County Manager

Date: 2/15/2017



John Connet, City Manager

Date: 1-6-17

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

J. MICHAEL EDNEY
Chairman
GRADY H. HAWKINS
Vice-Chairman

CHARLES D. MESSER
WILLIAM G. LAPSLEY
THOMAS H. THOMPSON

February 15, 2017

The Honorable Chuck McGrady
NC House of Representatives
300 N. Salisbury Street, Room 304
Raleigh, NC 27603-5925

Re: Amendments to Edneyville and Dana Fire Tax Districts.

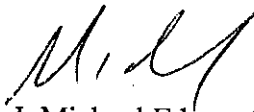
Representative McGrady:

This letter is to request the introduction of a Local Bill in the North Carolina House of Representatives to approve the transfer of parcels between Edneyville and Dana fire tax districts in order to serve the owners of those respective properties more efficiently. The DOI protection ratings of the departments are 5 and 4 respectively, which would mean insurance rates on residential properties typically would not change due to the transfer.

The enclosed map shows the extent of the amendments and which parcels would be affected.

Please be advised that the County has no objection to this transaction.

Sincerely,



J. Michael Edney, Chairman
Henderson County Board of Commissioners

Dana Fire and Edneyville Fire District Adjustments

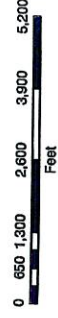
Legend

- Area From Dana Tax District to Edneyville Tax District
- Area From Edneyville Tax District to Dana Tax District
- Parcels
- Tax District
- BLUE RIDGE FIRE
- DANA FIRE
- EDNEYVILLE FIRE
- HENDERSONVILLE CITY
- MOUNTAIN HOME FIRE
- Streets

We the undersigned have agreed to the changing of our fire districts as shown on included map.

Jimmy Womack 5-9-16
 Jimmy Womack, Fire Chief, Dana Fire and Rescue

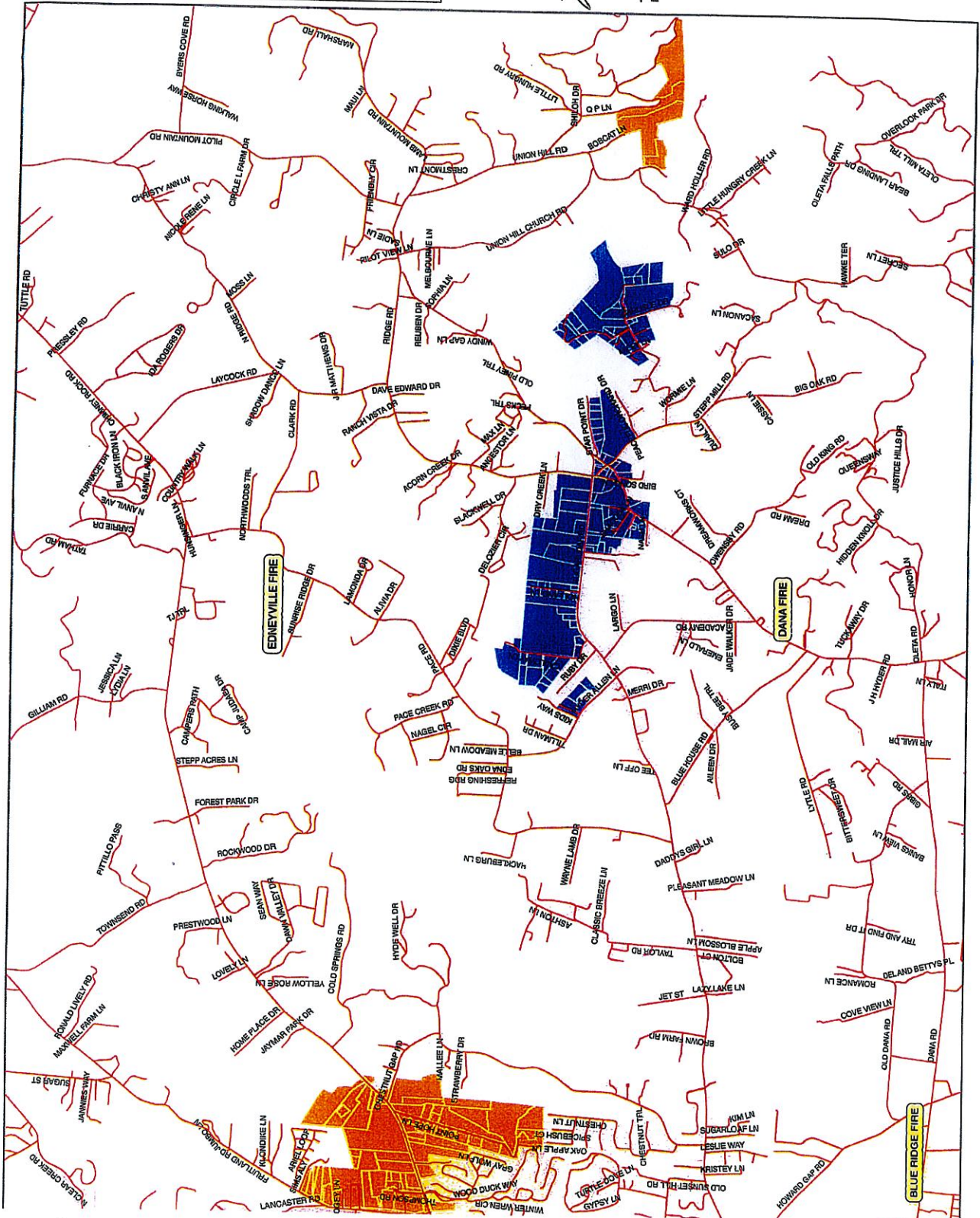
Robert Griffin 5-4-16
 Robert Griffin, Fire Chief, Edneyville Volunteer Fire and Rescue



1 inch = 2,100 feet



Map created by: Chris Gullin
 Hemlock County
 Planning Department
 Property Addressing Division
 05/02/16



OWNER	STREET	CITY	ST	ZIP	RESPONSE
AMAYA, JOSE & MENDOZA, EVA	39 LAUGHTER COUNTRY LN	HENDERSONVILLE	NC	28792	
ANDERSON, Q P	631 WHITNEY BLVD	LAKE LURE	NC	28746	
Baldckwell Trust	4117 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
BALDWIN, FRANCES & PAUL	220 JUSTICE RIDGE RD	HENDERSONVILLE	NC	28792	
BALL, BRUCE	940 RIDGE RD	HENDERSONVILLE	NC	28792	
BANKS, TERRY L	20 THOMPSON RD	HENDERSONVILLE	NC	28792	
Barnwell Douglas Wayne and Janet	175 POINT HOPE LN	HENDERSONVILLE	NC	28792	
Barnwell, Don and Deborah	137 POINT HOPE LN	HENDERSONVILLE	NC	28792	
BEDDINGFIELD, BARRY & APRIL	136 SHACOBA LN	HENDERSONVILLE	NC	28792	
BEDDINGFIELD, JIMMY	92 SHACOBA LN	HENDERSONVILLE	NC	28792	FOR
BEDDINGFIELD, LINDA	92 SHACOBA LN	HENDERSONVILLE	NC	28792	
BENNISON, REGINA FRYE	201 NELLO AVE	E FLAT ROCK	NC	28726	
BERNATT, JUDY	4682 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
BISHOP, CHRISTOPHER & APRIL	122 JUSTICE RIDGE RD	HENDERSONVILLE	NC	28792	FOR
BLANTON, MARSHALL & CAROLYN	56 STAR POINT DR	HENDERSONVILLE	NC	28792	
BOWLIN, MELANIE	18 NASH LN	HENDERSONVILLE	NC	28792	
BRACKETT, REGINALD	4231 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
BRUCE R PATON LIVING TRUST	10 INTREPID CIR	ROCKWALL	TX	75032	
BUCHAN, WILLIAM & DOROTHY	461 HYDER ALLEN LN	HENDERSONVILLE	NC	28792	
BURRELL, JOHN & CLAUDIA	333 CALLOWAY LN	HENDERSONVILLE	NC	28792	FOR
CANNON, WILLIAM & REBA	15125 SCOTTS PL	LOXAHATCHEE	FL	33470	
CARLISLE, DARRON & AMY	369 CARLISLE DR	HENDERSONVILLE	NC	28792	
CLARK, BAY	7441 SUGAR HILL RD	MARION	NC	28752	
CORN, TRACIE L	531 HYDER ALLEN LN	HENDERSONVILLE	NC	28792	
CORNN, LENA	112 ALLEN CLAIRE ST	HENDERSONVILLE	NC	28739	
COUCH, DESIREE	1353 MIDWAY RD	PICKENS	SC	29671	
COX, MARY	198 STAR POINT DR	HENDERSONVILLE	NC	28792	FOR
DIAZ, BLANCA	4450 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
DURIS, PETER LEE	600 FRUITLAND RD	HENDERSONVILLE	NC	28792	
FENDER, DANNY & NANCY	4529 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
FENDER, KERNAN; WARD, DENISE F	4645 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
Fouts, Douglas and Dorelen	420 POINT HOPE LN	HENDERSONVILLE	NC	28792	

GALLAGHER, FREDERICK D & JENNIFER	69 F H JUSTUS RD	HENDERSONVILLE	NC	28792	FOR
GARREN, GERALD	134 LORA CANTRELL DR	HENDERSONVILLE	NC	28792	
GARRETT, TYLER	790 WICKLOW RD	CAMPOBELLO	SC	29322	
GIBBS, RICHARD H, GAIL R	257 UNION HILL RD	HENDERSONVILLE	NC	28792	
GRIFFITH, CHARLES & DOROTHY	4646 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
Hankinson Living Trust	530 FRUITLAND RD	HENDERSONVILLE	NC	28792	
HANNAH, ARLO	325 COUNTY ROAD 279	FLORENCE	AL	35633	FOR
HAWKINS, BUFORD	12 BELVUE SCHOOL RD	TRAVELERS REST	SC	29690	
HAYES, CHARLES & MARY	4423 SUGARLOAF RD	HENDERSONVILLE	NC	28792	FOR
Hensely, Charles Daniel	380 FRUITLAND RD	HENDERSONVILLE	NC	28792	FOR
HILL, LARRY W & HOLBERT, MELINDA	PO BOX 460	DANA	NC	28724	
HILL, TONY M	168 OLE TWO TOPS LN	FLAT ROCK	NC	28731	
HILL, TONY M.	2507 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
HINES, BARBARA	507 OLD CHARLESTON RD	WAYNESBORO	VA	22980	
Holden, Fred Dennis	518 FRUITLAND RD	HENDERSONVILLE	NC	28792	
HUDSON, RALPH J	80 HOLLAND LN	HENDERSONVILLE	NC	28792	
Hyder Mary Sue Co Tr	629 CHESTNUT STUMP RD	HENDERSONVILLE	NC	28792	
Hyder, Fred & Vicki	340 CHESTNUT STUMP RD	HENDERSONVILLE	NC	28792	FOR
HYDER, RUTH N	1671 RIDGE RD	HENDERSONVILLE	NC	28792	
Inwin Charles, Jewell	67 WHITE FENCE LN	HENDERSONVILLE	NC	28792	FOR
Jackson Jeanette	606 CRYSTAL DR	HENDERSONVILLE	NC	28791	AGAINST
Jackson Rickman	1010 N ALLEN RD	HENDERSONVILLE	NC	28792	
Jackson, Shirley O	1873 E POINT RD	ELKTON	VA	22827	FOR
JACQULYN	PO BOX 746	HENDERSONVILLE	NC	28793	FOR
Jernigan Roger & Monica	PO BOX 617	DANA	NC	28724	FOR
Jones, Douglas and Wendy	185 BALLENGER RD	FLAT ROCK	NC	28731	
JONES, MARY	539 OLD CLEAR CREEK RD	HENDERSONVILLE	NC	28792	FOR
Justice Mary & Mertis	382 JUSTICE RIDGE RD	HENDERSONVILLE	NC	28792	
Justice, Andrew William	650 CHESTNUT STUMP RD	HENDERSONVILLE	NC	28792	
JUSTICE, GEORGIA	4275 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
JUSTICE, JAMES R.	247 JUSTICE RIDGE RD	HENDERSONVILLE	NC	28792	
Justice, Jessy & Aaron-Miller	75 PINEY MOUNTAIN RD	HENDERSONVILLE	NC	28792	
Justice, Jimmy & Judy	247 JUSTICE RIDGE RD	HENDERSONVILLE	NC	28792	
JUSTICE, MARY T	1756 RIDGE RD	HENDERSONVILLE	NC	28792	
Justice, Mike & Gail	6101 BREVARD RD	ETOWAH	NC	28729	
JUSTICE, NELLIE A	50 JUSTICE RIDGE RD	HENDERSONVILLE	NC	28792	FOR
JUSTUS, CLYDE E	4333 SUGARLOAF RD	HENDERSONVILLE	NC	28792	AGAINST
Justus, Mary Powell	555 BEARWALLOW RD	HENDERSONVILLE	NC	28792	

KEETER, MABEL M & VERONCIA	31 NATHANIEL LN	HENDERSONVILLE	NC	28792	
Kelly, James & Sheila	102 LILLYFAIR LN	HENDERSONVILLE	NC	28792	FOR
KERETZ, RHONDA	2952 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	
Kilpatrick, William & Vicki	1010 N ALLEN RD	HENDERSONVILLE	NC	28792	
King Family Trust	4117 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
King, Lucretia Colleen	64 CALLOWAY LN	HENDERSONVILLE	NC	28792	
KITCHEN, MARTHA	134 PINEY MOUNTAIN RD	HENDERSONVILLE	NC	28792	FOR
LAMB, RICHARD	106 FALLING WATERS RD	HENDERSONVILLE	NC	28792	
LANCASTER, ANGELA and MARK	1674 N CLEAR CREEK RD	HENDERSONVILLE	NC	28792	FOR
Lancaster, Patrick & Leslie	2951 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	FOR
LEE, JUA CHUL	280 SUGAR HOLLOW RD	HENDERSONVILLE	NC	28739	
LEE, PAUL	25 HOMESTEAD CIR	HENDERSONVILLE	NC	28792	
LINDA M	2923 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	
Lively, Arthure & Wilma	197 KIDS WAY	HENDERSONVILLE	NC	28792	
Mangum, David & Doris	201 RICK LENAS DR	HENDERSONVILLE	NC	28792	AGAINST
MARION, DEANNA	3375 DELL GLADE DR	MEMPHIS	TN	38111	
Marshall, Lama Lue & Willie Brent	266 ACADEMY RD	HENDERSONVILLE	NC	28792	FOR
MARTHA JOANN	2968 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	FOR
McGraw, Samuel & Barbara	3513 RIDGE RD	HENDERSONVILLE	NC	28792	
Morrow Norma Regina	31 NATHANIEL LN	HENDERSONVILLE	NC	28792	
Morrow, Steve Nelson/Charles/Deonna	444 CALLOWAY LN	HENDERSONVILLE	NC	28792	FOR
NANNEY, S A	515 NESTLEWOOD TRL	CLYDE	NC	28721	FOR
Newell, Warren	224 THOMPSON ST #128	HENDERSONVILLE	NC	28792	
ODELL C BARNWELL TRUST	175 POINT HOPE LN	HENDERSONVILLE	NC	28792	
Orr, Dean/Micky Hutchinson, Keith/Sandra	4171 SUGARLOAF RD	HENDERSONVILLE	NC	28792	FOR
Osteen, Darlene Warren	119 BRONCO PASS	E FLAT ROCK	NC	28726	
PETERSON, GRACE & FREEMAN	2886 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	FOR
PETERSON, MARVIN	2884 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	FOR
PRICE, DONALD & JOAN	2885 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	FOR
PRICE, MARGARET	2885 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	FOR
PRUITT, JEFFREY & RHONDA	562 FRUITLAND RD	HENDERSONVILLE	NC	28792	
Pryor, Mary Alice	555 BEARWALLOW RD	HENDERSONVILLE	NC	28792	
Ramirez, Tafolla Ruth/Ortiz, Javier	4457 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
Redmon, Mitchell	128 STEPP MILL RD	HENDERSONVILLE	NC	28792	AGAINST
RILEY, CATHY J	123 IVY HILL RD	HENDERSONVILLE	NC	28792	
Robles, Ann Elizabeth	1342 LAMAR SQUARE DR	AUSTIN	TX	78704	
SHAYCO LLC	3920 CLUB DR NE	ATLANTA	GA	30319	UNDECIDED
Smith, Kyle & Lindsey Maybin	120 STAR POINT DR	HENDERSONVILLE	NC	28792	
Smith, Wanda & Jeffery	4490 LUCERNE LN SW	LILBURN	GA	30047	
SPEARS, WILLARD and BEVERLY	35 MULEY HOLLOW LN	HENDERSONVILLE	NC	28792	

STAFFORD, FRANCES E	3920 CLUB DR NE	ATLANTA	GA	30319	
STATION, MICHAEL & MARILYN	266 POINT HOPE LN	HENDERSONVILLE	NC	28792	FOR
STATION, MORRIS & ANITA	218 POINT HOPE LN	HENDERSONVILLE	NC	28792	
STATION, PATRICK & TAUNIA	670 POINT HOPE LN	HENDERSONVILLE	NC	28792	FOR
STEPP, KYLE T & BRIANNA W	509 POINT HOPE LN	HENDERSONVILLE	NC	28792	FOR
STEPP, TIMOTHY A	4497 SUGARLOAF RD	HENDERSONVILLE	NC	28792	
Sweezy, Larry & Rita	480 SUGAR ST	HENDERSONVILLE	NC	28792	FOR
TRUSTEES OF HVILLE CH OF GOD	2822 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	
Urbina, Barrera/Diaz, Samuel/Orihuela-Urbina	PO BOX 1133	HENDERSONVILLE	NC	28793	
WARD, HAZEL B	125 S JOYCE ST	E FLAT ROCK	NC	28726	
Ward, Hazel Burrell	285 CALLOWAY LN	HENDERSONVILLE	NC	28792	FOR
Watts, Michael Ray & Elvonne	PO BOX 510	DANA	NC	28724	
WHELDEN FAMILY TRUST	2852 CHIMNEY ROCK RD	HENDERSONVILLE	NC	28792	FOR
Whitaker, Doris Jeanette	201 RICK LENAS DR	HENDERSONVILLE	NC	28792	AGAINST
WHITE, MARK	233 WHITE ST	HENDERSONVILLE	NC	28739	
Williams, Robert	991 BIG HUNGRY RD	FLAT ROCK	NC	28731	AGAINST
Williams, Robert & Julie	991 BIG HUNGRY RD	FLAT ROCK	NC	28731	AGAINST
YODERS, KEVIN J	148 STAR POINT DR	HENDERSONVILLE	NC	28792	
YOUNG, DAVID H	4195 SUGARLOAF RD	HENDERSONVILLE	NC	28792	AGAINST
Youngblood, David/Daniel/Mary	4 TERRY'S GAP RD	FLETCHER	NC	28732	
Youngblood, Nellie	BOX 673 SOUTHER RD	FLETCHER	NC	28732	