

**DRAFT**

**MINUTES**

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
MONDAY, FEBRUARY 3, 2020**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

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

Also present were: Finance Director Samantha Reynolds, Director of Business and Community Development John Mitchell, Engineer Marcus Jones, Sheriff Lowell Griffin, HCSO Account Technician Lisa Ward, IT Director Mark Seelenbacher, Emergency Management/Rescue Coordinator Jimmy Brissie, Planning Director Autumn Radcliff, HR Director Karen Ensley, Planner Jacob Compher, Capital Projects Manager Thad Ninnemann, Construction Manager David Berry, Social Services Director Jerrie McFalls, Registrar of Deeds Lee King, HCSO PIO Frank Stout, Tax Administrator Darlene Burgess, Budget Analyst Sonya Flynn, PIO Kathy Finotti – videotaping, Deputies Dan Terry, Michelle Hensley, Kyle Griffin, Andrew Starling, Chris Denny and Fred Westphal as security.

**CALL TO ORDER/WELCOME**

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

**INVOCATION**

The invocation was provided by Pastor Richard Merck of Naples Baptist Church.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the American Flag was led by Emma Barber, Henderson County 4-H Council President.

**2020.15 RESOLUTION OF APPRECIATION – Rufus ‘Pooch’ Pace**

It has been requested that the Board of Commissioners consider a Resolution in Appreciation of Rufus “Pooch” Pace.

Chairman Hawkins stated for many years the Honor Guard has provided service in Henderson County for veterans. We have the best Honor Guard in the country, and tonight we honor a member of the Honor Guard who has also served in the military. Chairman Hawkins read the resolution aloud.

Whereas, Rufus Pace is a Veteran of World War II and the Korean War; and

Whereas, Rufus Pace retired after serving 70 years on the Henderson County Honor Guard; and

Whereas, Rufus Pace served as commander on the Henderson County Honor Guard as many times as needed, sometimes during adverse weather; and

Whereas, Rufus Pace flew on the 1<sup>st</sup> Honor Air Flight in September 2006, and was chosen to take part in a wreath laying ceremony at the Tomb of the Unknown Soldier at Arlington National Cemetery in Washington, D.C.; and

Whereas, Rufus Pace ran the family business of Pace’s Heating and Plumbing on 4<sup>th</sup> Avenue for many, many years; and

Whereas, Rufus Pace, while serving on the Honor Guard, participated in over 6,000 events including grave side military honors and other ceremonial events; and

DATE APPROVED:

Whereas, Rufus Pace has lived his entire life as a resident of Henderson County; and  
Whereas, Rufus Pace received the Person of the Week and Person of the Year from WLOS in January 2020;  
and;

Whereas, Rufus Pace has remained married and received support for his efforts by his wife Jean for 65 years.

Now, therefore, be it resolved that we, the Henderson County Board of Commissioners, do hereby recognize Rufus "Pooch" Pace for his many contributions to the citizens of Henderson County.

*Chairman Hawkins made the motion that the Board adopts the proposed Resolution of Appreciation for Rufus "Pooch" Pace. All voted in favor and the motion carried.*

Mr. Pooch Pace stated he grew up in a Christian home and is blessed to live in, and serve the people of Henderson County.

Chairman Hawkins presented Mr. Pace with the Resolution and a standing ovation was received.

### **INFORMAL PUBLIC COMMENT**

1. Chip Pryde is against the 2<sup>nd</sup> Amendment Resolution.
2. John Owens is against the 2<sup>nd</sup> amendment Resolution.
3. Walter Barnwell shared a picture of family members who had served in the military. He is in favor of the 2<sup>nd</sup> Amendment but doesn't feel the Sanctuary Resolution is necessary.



4. Katie Breckheimer spoke in favor of the Oklawaha Greenway in Jackson Park. She thanked the Board for the Feasibility Study and asked that the County fix the flooded areas.
5. Ken Fitch feels the sewer line is necessary along Highway 64 for the new Edneyville School. A Comprehensive Plan should be completed and money included in the budget for the line.
6. Donnie Burnett is in favor of the 2<sup>nd</sup> Amendment Resolution. He spoke on behalf of a group of 6,000+ members of which 2473 signatures have already been received on a petition. He thanked the Board for the Resolution.
7. Harvey Sankey is in favor of the 2<sup>nd</sup> Amendment Resolution.
8. Kim Chao is against the 2<sup>nd</sup> Amendment Resolution.

### **2020.16 2<sup>ND</sup> AMENDMENT RESOLUTION**

Chairman Hawkins stated that Commissioner Mike Edney had put together the 2<sup>nd</sup> Amendment Resolution with his attorney expertise.

Commissioner Edney read the Resolution aloud.

Resolution Reconfirming that Henderson County, North Carolina will support and maintain the Constitution of the United States, including all Amendments thereto, as well as the Constitution of North Carolina; and all laws which are consistent therewith.

Whereas, the Constitution of the United States of America, including the Bill of Rights and other amendments, is the Supreme Law of the land, and,

Whereas, it is the sworn duty of all elected officials to support and maintain both the Federal and State Constitutions and laws consistent therewith, and,

Whereas, from time to time various provisions and amendments come under scrutiny and challenge, and,

Whereas, the Second Amendment to the US Constitution is currently at the forefront of debate and controversy, and,

Whereas, the Henderson County Board of Commissioners desire to reconfirm its long-standing commitment to support and maintain the laws of the United States and the State of North Carolina which are consistent with our State and Federal Bill of Rights and Constitution, and,

Whereas, the Second Amendment to the US Constitution provides that "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;" and,

Whereas, the Supreme Court of these United States has ruled that the Second Amendment conferred an individual right to keep and bear arms; and,

Whereas, the North Carolina Constitution provides that "... the right of the people to keep and bear arms shall not be infringed...." and,

Whereas, based upon the language of the NC Constitution, the North Carolina Supreme Court has ruled that, "For any lawful purpose--either of business or amusement--the citizen is at perfect liberty to carry his gun."

Now, therefore, be it resolved the Henderson County Board of Commissioners do hereby reconfirm our solemn duty to support, maintain and defend the inalienable rights of our citizens, including those rights for an individual to keep and bear arms which was recognized in both the United States and North Carolina Constitution as a preexisting natural right which is not to be infringed; and further, that no public funds, resources, employees, buildings or offices which are under the control and direction of Henderson County shall be used in any manner in contravention of the mandates of said supreme laws of the land.

*Commissioner Edney made the motion that the Board adopts the Resolution Reconfirming that Henderson County, North Carolina will support and maintain the Constitution of the United States, including all Amendments thereto, as well as the Constitution of North Carolina; and all laws which are consistent therewith. All voted in favor and the motion carried.*

Both the Board room and Community Room were filled with citizens and loud applause was received from the majority of the crowd.

### **2020.17 PUBLIC HEARING**

**Public Hearing for Land Development Code (LDC) Text Amendments (TX-2019-02) - (conditional zoning districts, removing the mixed use district option, expanding notice requirements, CCP reference, and soil erosion and sedimentation control regulations)**

*Chairman Hawkins made the motion to go into public hearing. All voted in favor and the motion carried.*

Autumn Radcliff stated with the adoption of the Land Development Code (LDC) on September 19, 2007, the

Board of Commissioners directed staff to prepare annual updates to the LDC to prevent it from becoming outdated. This annual review is intended to prevent the need for a large overhaul of the entire code in the future. Trends and new issues are regularly emerging that require periodic updates to LDC text.

The proposed LDC text amendments are related to conditional zoning districts, removing the mixed-use district option, expanding the mailed notice for rezonings, and correcting the comprehensive plan references. In addition, recent changes in the state's model ordinance requires Henderson County to amend its soil erosion and sedimentation control regulations. The amendments also include the necessary revisions required.

On December 19, 2019, the Henderson County Planning Board voted to send forward a favorable recommendation on the attached draft LDC text amendments (TX-2019-02).

**Public Notice:**

The required public notice of this hearing was published in the Hendersonville Lightning on January 22<sup>nd</sup>, 2020 and January 29<sup>th</sup>, 2020.

**Public Hearing Requirements**

- Planning Board reviewed and discussed these amendments during their December 19<sup>th</sup> meeting.
- Planning Board voted to send forward a favorable recommendation.
- Notices of the public hearing were published in the Hendersonville Lightning on January 22<sup>nd</sup> and January 29<sup>th</sup>

**LDC Amendment: Conditional Rezonings**

Text Amendment A: Remove Mixed Use District Option

This is a conditional rezoning and is approved under that process.

(Remove Article II, Subpart C. Mixed Use District, remove the use from the Permitted Use Table, and remove all references to the mixed use district in the LDC)

Text Amendment B: Amend the Conditional Zoning District Option

- Remove the corresponding general use district language as conditional zoning districts are site specific with a corresponding plan
- Clarify that the dimensional requirements are the same as the R1 zoning district for residential uses and the same as the CC district for non-residential uses
- Clarify location and setback of accessory structures for both residential and non-residential uses

**General Provisions:**

- Requires a major site plan for application
- Must adhere to the site-specific development plan standards
- Neighborhood Compatibility Meeting required
- Clarification to the effect of approval section including that the approved conditions be recorded with the site plan in the register of deeds office

**LDC Amendment: Public Notices**

Text Amendment C: Amend the mailed notice requirements for map amendments

Mailed notification of the Planning Board meeting and the public hearing will be to adjacent property within 400 feet of the subject parcel at least 7 days prior to the date of the meeting.

**LDC Amendment: CCP Plan References**

Correct all references in the Land Development Code to the 2020 Comprehensive Plan to state, "current comprehensive plan".

**LDC Amendment: Soil Erosion and Sedimentation Control**

§42-254. Scope and Exclusions:

- Required changes due to state changes/clarifications
- Exclusion activities include the following:
- Activities, including the production and activities relating or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture undertaken on agricultural land for the production of plants and animals useful to man, including, but not limited to:
- Llamas
- Mulch, ornamental plants, and other horticultural products. For purposes of this section, "mulch" means substances composed primarily of plant remains or mixtures of such substances.
- Exclusion activities continued:

Activities undertaken to restore the wetland functions of converted wetlands to provide compensatory mitigation to offset impacts permitted under Section 404 of the Clean Water Act.

Activities undertaken pursuant to Natural Resources Conservation Services standards to restore the wetlands functions of converted wetlands as defined in Title 7 Code of Federal Regulations §12.2.

§42-269. Penalties:

- Required changes due to state changes/clarifications related to penalties and clarification to remission of assessments and contested assessments
- Maximum cumulative total is \$25,000 under the new provisions outlined
- Notice of civil penalty assessment can be a filed request with the Sedimentation Control Commission within 60 days of the notice and must be accompanied by a waiver of right.
- Payments must be received within 60 days.
- Provides guidelines for Penalties collected by the County and they shall not exceed 20% of penalties collected.

Public Input

There was none.

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

*Commissioner Lapsley made the motion that the Board adopts the resolution regarding the consistency with the CCP, and further move that the Board adopts the proposed Land Development Code text amendments. All voted in favor and the motion carried.*

**Discussion/Adjustment of Consent Agenda**

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

CONSENT AGENDA consisted of the following:

**Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):  
January 15, 2020 - Regularly Scheduled Meeting

Motion:

*I move the Board approves the minutes of January 15, 2020.*

**Tax Collector's Report**

Collections Specialist Luke Small had presented the Tax Collector's Report to the Commissioners dated

January 22, 2020 for information only. No action was required.

**2020.18 Pending Releases & Refunds**

The pending releases and refunds have been reviewed by the Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office. These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

<u>Type:</u>	<u>Amount:</u>
Total Taxes Released from the Charge	\$ 14,965.51
Total Refunds as a Result of the Above Releases	\$ 611.28

Motion:

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

**County Financial Report/Cash Balance Report – December 2019**

The December 2019 County Financial and Cash Balance Reports were provided for the Board's review and approval.

The following are explanations for departments/programs with higher budget to actual percentages for the month of December:

- Emergency Medical Services – payment of Board approved capital purchases
- Heritage Museum – timing of payment of January 2020 appropriation
- Agri-Business – excess operating expenditures to be covered by membership fees
- Mental Health – payment of 3rd quarter Board approved maintenance of effort (MOE)
- Public Education – payment 6 of 10 of annual appropriation made to the public school system
- Debt Service – annual principal and interest payments due and paid in November and December

The project to date deficit in the Hendersonville High School Project (2019) is due to the payment of architect fees and other expenditures for the project in the Capital Projects Fund, to be reimbursed from a future financing.

Motion:

*I move that the Board approves the December 2019 County Financial Report and Cash Balance Report as presented.*

**Henderson County Public Schools Financial Reports – December 2019**

The Henderson County Public Schools December 2019 Local Current Expense Fund / Other Restricted Funds and Capital Outlay reports were provided for the Board's information.

Motion:

*I move that the Board approves the Henderson County Public Schools December 2019 Financial Reports as presented.*

**2020.19 Solid Waste Budget Amendment**

The attached line item transfer form will allocate retained earnings or fund balance from the Solid Waste enterprise fund to the worker's compensation expense line item. The unanticipated worker compensation expense has resulted from an accident during Solid Waste operations. The expense is \$339,000.

Motion:

*I move the Board approve the budget amendment for the Solid Waste enterprise fund to allocate \$339,000 from the Solid Waste retained earnings to worker's compensation line item.*

**2020.20 Adopt financing resolution for Hendersonville High School construction project**

The required initial resolution prepared by the County's Bond Counsel, Parker Poe Adams & Bernstein LLP, authorizes the negotiation of an installment financing contract and provides for certain other related matters for the financing of the Hendersonville High School Project. The maximum amount of this borrowing would be \$65,750,000. The County's obligation would be secured by the pledge of the Hendersonville High School property.

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

The resolution also sets a public hearing on the proposed financing for March 2, 2020 at 5:30 p.m. and directs the Finance Director to cause a notice of public hearing to be published once and no fewer than 14 days prior to the public hearing.

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

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

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

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

*Whereas* the Board hereby determines that it is in the best interest of the County to (1) enter into an Installment Financing Contract (the "*Contract*") with Henderson County Governmental Financing Corporation (the "*Corporation*") in order to pay the capital costs of renovating and expanding the existing Hendersonville High School (the "*Project*"), and (2) to enter into a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") related to the County's fee simple interest in certain real property on which the Hendersonville High School is located (the "*Site*") that will provide security for the County's obligations under the Contract;

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

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

*Whereas* the County hereby determines that the estimated cost of financing the Project is an amount not to exceed \$65,750,000, and that such cost of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*Whereas* although the cost of financing the Project pursuant to the Contract is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Project; and (3) no revenues are produced by the Project so as to permit a revenue bond financing;

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

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

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

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

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

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

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

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

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

*Now, therefore, be it resolved by the Board of Commissioners of the county of Henderson, North Carolina, as follows:*

Section 1. ***Authorization to Negotiate the Contract.*** That the County Manager and the Finance Director, with advice from the County Attorney and Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County for the financing of the Project for a principal amount not to exceed \$65,750,000 under the Contract to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the County's obligations thereunder, a Deed of Trust conveying a lien and interest in the Site, including the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the County under the Contract.



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

Section 3. ***Direction to Retain Bond Counsel, Financial Advisor and Underwriter.*** That the County Manager and the Finance Director, with advice from the County Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, as bond counsel; Stifel, Nicolaus and Company, Incorporated, Charlotte, North Carolina, as financial advisor; and PNC Capital Markets LLC, Charlotte, North Carolina, and Robert W. Baird & Co., Incorporated, as underwriters.

Section 4. ***Public Hearing.*** That a public hearing (the “*Public Hearing*”) shall be conducted by the Board of Commissioners on March 2, 2020 at 5:30 p.m. in the Commissioners’ Meeting Room, Henderson County Historic Courthouse, Hendersonville, North Carolina, concerning the Contract, the Deed of Trust, the proposed Project and any other transactions contemplated therein and associated therewith.

Section 5. ***Notice of Public Hearing.*** That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

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

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

On motion noted above, the foregoing resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” was duly adopted by the following vote: AYES: 5 NAYS: 0

Motion:

*I move that the Board of Commissioners adopts the proposed financing resolution authorizing the negotiation of an installment financing contract and which provides for certain other related matters for the financing.*

#### **2020.21 Compliance Change to Federal Law**

On December 20, 2019, Congress passed and President Trump signed the “SECURE Act” – (“Setting Every Community Up for Retirement Enhancement” Act) – regarding retirement plans permitted under the Internal Revenue Code for deferred compensation.

The County’s current “cliff method” of determining employee eligibility based on employee contributions to the plan prior to any employer match is no longer permitted. Under the current method, the County contributes two percent of the employee’s compensation to the County sponsored 401(k) or 457(b) plans, so long as the employee as contributed *at least* two percent of their compensation.

To be compliant, the County’s match should “match the employee’s contribution to the County sponsored 401(k) or 457(b) plans, *up to* two percent of the employee’s earnings.”

Motion:

*I move that the County match each employee’s contributions to the County sponsored 401(k) or 457(b) plans, up to two percent of the employee’s earnings.*

#### **Ruchalski request for refund of deed excise tax**

Attorney A. Scott McDuffie has requested, on behalf of Thomas A. Ruchalski and wife, Shari A. Ruchalski, the refund of the sum of Three Hundred Twenty Dollars (\$320.00) in real property conveyance excise tax

("deed stamps"). The deed in question represented real estate located in Buncombe County, not Henderson County, but was first incorrectly recorded in the Henderson County Register of Deeds Office.

Pursuant to N.C. Gen. Stat. §105-228.37, a request for refund of overpayment of real property conveyance excise tax must be made within six months of the date of payment. The payment was made on or about December 9, 2019. A letter to the Board of Commissioners requesting refund and waiving notice of the Board's hearing of the consideration of their request.

If the Board determines that a refund is in order, the refund will be of the amount of the excise tax paid.

Motion:

*I move that the Board grants the refund requested insofar as it conforms to the requirements of N.C. Gen. Stat. §105-228.37(b).*

#### **Etowah-Horse Shoe Fire and Rescue Department**

During the budget process in 2019 Etowah-Horse Shoe presented their budget needs to the Henderson County Fire and Rescue Advisory Board. At that time, they asked for an increase and their needs included the purchase of a new duty Engine and Tanker. The Engine will replace a 29-year-old truck. We have out for bid a Duty type Engine with a 1500 gpm pump and 750-gallon tank with seating capacity for 4 members on a custom cab chassis. The Tanker will be replacing 3 older apparatus. The Tanker truck will have a 1250 gpm pump and 3500-gallon tank. Bids are currently into 3 prospective builders and we are awaiting bids. Our Department Finance Committee has contacted Home Trust Bank to secure a loan of \$800,000 to fund this project. There is no down payment. The following loan payment schedule is on an 8-year term, 2.37% interest with annual payment of \$232,276.99. An ad ran December 24, 2019 in the local paper and held a time for public comment at the Department.

Motion:

*I move the Board authorize the Chairman to sign the letter to Home Trust Bank on behalf of Etowah-Horse Shoe Fire & Rescue.*

#### **2019 Community Waste Reduction and Recycling Grant Program**

Information was provided to the Board about the grant awarded to Henderson County through the Department of Environmental Quality's 2019 Community Waste Reduction and Recycling Grant Program. The grant was included in the FY20 Solid Waste budget to fund the compost pilot program.

Motion:

*I move the Board approves the 2019 Community Waste Reduction and Recycling Grant Program grant.*

#### **Updated Lease – Sugarloaf Mountain Site**

Henderson County Emergency Services maintains five (5) mountaintop transmitter sites for the installation of our emergency communications system. Each of these sites is located on property which the County leases for the installation of our towers, buildings and equipment. Several of these sites have been in use since the 1980s. One of these sites is the Sugarloaf Mountain Transmitter site. Our existing lease agreement for this site was executed in 2015 with Mr. Roy Dalton. The original lease was for five years with five (5) five (5) year renewal terms. During December 2019 Mr. Dalton contacted our office and requested a rate adjustment for the first renewal. The revised lease is being presented for the Board's consideration.

Motion:

*I move the Board approves the lease between Henderson County and Mr. Roy Dalton and authorize the County Manager to sign the lease on behalf of Henderson County.*

**Update Statewide Mutual Aid Agreement**

Since 2000 Henderson County has participated in the North Carolina Statewide Mutual Aid Agreement. This agreement allows counties and municipalities to share resources when events exceed the capability of a local jurisdiction. As part of the agreement those requesting assistance agree to reimburse agencies providing assistance for the costs incurred, as needed. North Carolina Emergency Management assists in the coordination and reimbursement process as part of the overall disaster recovery model. Under the model in North Carolina agencies are not obligated to provide assistance but may offer assistance when there are no immediate needs in the home jurisdiction. Since the adoption of the original agreement Henderson County has provided and received assistance during numerous incidents locally and statewide. Our current agreement was executed by the Board of Commissioners in 2000. We would request the Board approve the new standard agreement with the State. The new agreement is required to be executed by the Chief Executive Officer of the County upon approval of the Board of Commissioners. Changes to the "Authorized Agents" can be made as needed by the Local Emergency Management Coordinator. This agreement, once executed, lasts for at least one year, and for subsequent years, unless terminated by a 60-day notice.

Motion:

*I move to approve the Statewide Mutual Aid Agreement provided between Henderson County and North Carolina Emergency Management and authorize the County Manager to sign the agreement on behalf of Henderson County. I furthermore authorize the County Emergency Management Coordinator to update the "Authorized Agents" as needed.*

**Petition for Addition to State Road system**

Staff received a petition to add Epona Trace 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.*

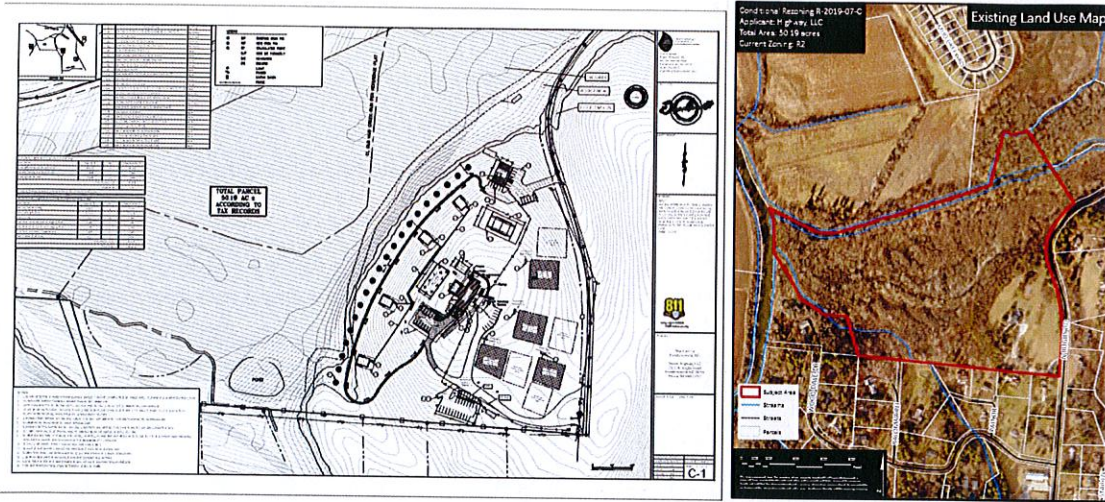
**Set Public Hearing for Conditional Rezoning Application #R-2018-07-C, Skylaranna**

Conditional rezoning Application #R-2019-07-C requests that the County conditionally rezone approximately 50.19 acres of land from Residential Two (R2) zoning district to Mixed Use Conditional (MU-CD) zoning district. The subject area is located on PIN: 9651-07-2408 at 2075 N. Rugby Road (SR1365) about a ½ mile north of Rugby Drive (SR1417). The property owner and applicant are Highway, LLC.

The application is submitted with a site plan showing the specific proposed use for the subject property. As a conditional rezoning application, if approved, the property may only be used as shown by the site plan and limited by any conditions attached by the TRC, Planning Board, and Board of Commissioners.

As required by the LDC, a neighbor compatibility meeting was held on Friday, January 10, 2020 in the King Street Meeting Room. The Technical Review Committee reviewed the conditional rezoning request on January 7, 2020. The Planning Board reviewed the rezoning request at its January 16, 2020 meeting. A motion to forward a favorable recommendation was unanimously passed.

Conditions discussed at the TRC and Planning Board meeting were provided to the Board.



**Motion:**

*I move that the Board schedule a public hearing for conditional rezoning application #R-2019-07-C, Skylaranna for Monday, March 2, 2020, at 5:30 PM.*

**Approve Brasco International’s Passenger Waiting Shelter Bid**

As the provider of transit service for over 72,000 passengers annually, Apple Country Public Transit strives to provide the best service possible. In October, County staff submitted a Request for Proposals from bus shelter manufacturers. Only one bid was received, so the same RFP was re-bid in December. Again, there was only a single bidder, Brasco International.

The proposed bid is for the guaranteed price to potentially purchase five (5) shelters this fiscal year and an additional ten (10) shelters over the next three (3) years. The shelters would be identical to ACPT’s existing ivory colored shelters. The cost per unit is fair and is comparable to past purchase price. FTA 5307 grant funds will pay for 80% of the shelter cost and the 20% local match is included the FY20 approved transit budget.

**Motion:**

*I move the Board of Commissioners approves Brasco International’s bid and direct staff to finalize contract terms.*

**2020.22 Budget Amendment – Appropriated Fund Balance for Mud Creek Greenway Feasibility Study grant match**

On January 6, 2020, the Board approved the selection of AECOM and directed staff to proceed with the feasibility study for the creation of a Mud Creek Greenway. The total project requires a 20% match of \$10,000. Staff is requesting the Board approve the budget amendment which appropriates fund balance from the Capital Projects Fund for the matching portion of the grant.

**Motion:**

*I move the Board approves the budget amendment to appropriate fund balance from the Capital Projects Fund for the grant match.*

**Juvenile Crime Prevention Council County Plan FY 2019-2020 Revision**

At the June 3, 2019 Board of Commissioners’ Meeting, the Board approved funding for the programs as recommended by the JCPC. The state has released additional funds (Raise the Age Expansion Funding) in the amount of \$42,496.00 for FY19-20 which has been advertised and allocated. Funding did not change for

Administrative Expenses (\$5,136) or Youth Mediation (\$42,497).

	Original DPS Funding	New DPS Funding	Total FY19-20 DPS Funding
Project Challenge	\$70,870	\$3,000	\$73,870
Kids at Work/Aspire	\$48,285	\$22,136	\$70,421
Hendersonville Boys & Girls Club	\$32,400	\$9,360	\$41,760
Literacy Council	\$0	\$8,800	\$8,800

The Henderson County Juvenile Crime Prevention Council (J.C.P.C.) has approved the 2019-2020 County Plan Revision for Henderson County, and recommends its approval by the Board of Commissioners.

Motion:

*I move that the Board approves the JCPC recommendations for the Revised FY 2019-2020 Annual Plan.*

**Facility Use Policy Exemption – Fernleaf Community Charter School**

The County received an application from Fernleaf Community Charter School to use the Historic Courthouse Courtyard on Thursday, February 27<sup>th</sup>, 2020 from 9:00 a.m. – 2:00 p.m. for students from the school to discuss the impact of the recent fires in Australia, and accept donations for relief efforts.

To allow for this use on County grounds, the Board is requested to grant a one-time exemption to rule #4 of the County Facility Use Policy, which prohibits solicitation on the grounds. This exemption, if granted, would cover the date and time specified on the application, and outlined above.

Motion:

*I move that the Board grants an exemption to the County Facility Use Policy for Fernleaf Community Charter School, allowing for the acceptance of donations on the Historic Courthouse Courtyard on Thursday, February 27<sup>th</sup>, 2020 from 9:00a – 2:00p.*

**FY 2019-2020 Fee Schedule Revision - Sheriff**

The Board of Commissioners is requested to approve a revision to the FY 2019-2020 Fee Schedule, adding a fee for training classes offered through the Sheriff’s Department. The revision will allow the Sheriff’s Office to host a Civil Process Training Class offer by external instructors, and collect the fee being charged by the instructor for other Sheriff’s Offices who wish to attend.

Three (3) to ten (10) pages	\$45.00
Each additional page after 10 pages	\$2.00
Notary Public Oaths	\$10.00
EBRS Amendment Fee	\$15.00
EBRS Birth Abstract Search	\$24.00
EBRS Birth Additional Copies	\$15.00
EBRS Expedite Fee	\$15.00
EBRS Legitimation Fee	\$15.00
EBRS Search - No Copies	\$14.00
Online Birth Certificate	\$10.00
Online Death Certificate	\$10.00
Online Marriage Certificate	\$10.00
Online Vital Records Postage Charge	\$1.00

GIS/TAX DATA REQUESTS - MULTI-DEPARTMENTAL	
Item	FY20 Fee
Map Sizes	
Letter (8 1/2" x 11")	\$1.25 each
Tabloid (11" x 17")	\$2.50 each
ANSI C (17" x 22")	\$10.00 each
ANSI D (22" x 34")	\$15.00 each
ANSI E (34" x 44")	\$20.00 each
Labor for custom queries (billed in 30 minute increments)	\$30.00 per hour

GARAGE	
Item	FY20 Fee
Public price for Compressed Natural Gas	Per local, retail market price

**PUBLIC SAFETY**

SHERIFF	
Item	FY20 Fee
Purchase Permit	\$5.00
Conceal Carry Permit	\$80.00
Fingerprinting	\$10.00
Civil Process Fee (In-State)	\$30.00
Civil Process Fee (Out-of-State, including notary fee)	\$90.00
Domestic Violence Firearms storage fee	25 cents per day/per firearm
Vehicle Storage Fee at Impound Lot	\$5.00 per day/per vehicle
Extra Duty Private Event Equipment Fee	\$5.00 per hour per officer
Extra Duty Private Event Officer Fee Normal Risk Event	\$30.00 per officer per hour
Extra Duty Private Event Officer Fee Elevated Risk Event	\$40.00 per officer per hour
Civil Process Training Class	\$75.00 per participant

Motion:

*I move the Board of Commissioners amends the FY 2020 Fee Schedule as proposed.*

**DISCUSSION/ADJUSTMENT OF DISCUSSION AGENDA**

*Commissioner Lapsley made the motion to adopt the discussion agenda as presented. All voted in favor and the motion carried.*

**NOMINATIONS**

**Notification of Vacancies**

1. Animal Services Committee – 3 vac.
2. Henderson County Transportation Advisory Committee – 4 vac.
3. Juvenile Crime Prevention Council – 1 vac.
4. Recreation Advisory Board – 5 vac.

**Nominations**

Chairman Hawkins recognized the vacancies and opened the floor for nominations.

1. Asheville Regional Housing Consortium – 1 vac.

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

2. Cane Creek Water and Sewer District Advisory Committee – 1 vac.

The Town of Fletcher nominated Rod Whiteside for position #4. *Chairman Hawkins made the motion to*

*accept the appointment of Rod Whiteside to position #4 by acclamation. All voted in favor and the motion carried.*

3. Cemetery Advisory Committee – 1 vac.

Commissioner McCall nominated Claire Ziffer for position #5. *Chairman Hawkins made the motion to accept the appointment of Claire Ziffer to position #5 by acclamation. All voted in favor and the motion carried.*

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

Chairman Hawkins nominated Mark Casoria for position #7. *Chairman Hawkins made the motion to accept the appointment of Mark Casoria to position #7 by acclamation. All voted in favor and the motion carried.*

5. Hendersonville City Zoning Board of Adjustment – 2 vac.

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

6. Hendersonville Planning Board – 1 vac.

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

7. Historic Resources Commission – 1 vac.

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

8. Home and Community Care Block Grant Advisory Committee – 2 vac.

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

9. Mountain Valleys Resource Conservation and Development Program – 1 vac.

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

10. Nursing/Adult Care Home Community Advisory Committee – 10 vac.

Commissioner McCall nominated John Weldon for position #20. *Chairman Hawkins made the motion to accept the appointment of John Weldon to position #20 by acclamation. All voted in favor and the motion carried.*

11. Recreation Advisory Committee – 1 vac.

Commissioner Messer nominated Milton Butterworth for position #8. *Chairman Hawkins made the motion to accept the appointment of Milton Butterworth to position #8 by acclamation. All voted in favor and the motion carried.*

**2020.23 TAX COLLECTOR'S REPORT – ORDER ADVERTISING TAXES**

Darlene Burgess stated the February Tax Collector's report (required by N.C. Gen. Stat. §105-369(a)) is presented for the Board's information. Among the data presented is the amount of delinquencies for the 2019 tax year.

The Board is required each February to order the publication of the tax lien notification for tax year 2019 to delinquent tax payers by N.C. Gen. Stat. §105-369(a).

In accordance with NCGS 105-369, the tax collector must report to the board the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of this report the board is directed by statute to order the advertisement of such liens. As instructed by NCGS 105-369, advertisement of tax liens need only be published one time March 1 through June 30 in a single newspaper of general circulation.

2019 Annual Tax Billing & Collections Summary as of January 21, 2020

**2019 Beginning Charge: \$84,274,124.71**  
 Discoveries & Imm. Irreg.: \$1,254,883.64  
 Releases & Refunds: **(\$966,955.86)**  
**Net Charge: \$84,562,052.49**  
 Unpaid Taxes: \$3,966,409.23  
 Amount Collected: \$80,595,643.26  
**Percentage Collected: 95.31%**  
 Through: 21-Jan-2020

**2018 Beginning Charge: \$73,219,798.97**  
 Discoveries & Imm. Irreg.: \$807,830.45  
 Releases & Refunds: **(\$485,564.69)**  
**Net Charge: \$73,542,064.73**  
 Unpaid Taxes: \$3,462,930.88  
 Amount Collected: \$70,079,133.85  
**Percentage Collected: 95.29%**  
 Through: 24-Jan-2019

It is recommended that tax year 2019 tax liens be advertised once on March 11 or 18, 2020. Final date selection will be based on staff's timely preparation to meet print deadlines in accordance with Henderson County's legal advertising agreement with The *Hendersonville Lightning*.

**Progress Report on Delinquent Tax Collection Actions for FY2019-2020**

Each year as part of the annual Order of Collection, the Tax Collector is authorized, empowered, and commanded to collect the annual taxes as well as continue collection efforts on prior-years' unpaid taxes. Henderson County continues to see high collection rates through fair and equitable tax collection.

Fiscal Year 2019-2020 has yielded \$623,863.58 in revenue to date. This revenue reflects 60.28% of the budgeted goal of \$1,035,000 specific to prior-year tax collection efforts. While each enforced collection action initiated is not always successful, our staff tirelessly works through all available remedies to collect delinquent tax.

Since July 1, 2019, the Tax Collections staff has initiated the following enforced collection actions:

Action Type	# Cases Started in FY2018-2019	Potential Collection FY2018-2019	# Cases Started in FY2018-2019	Potential Collection FY2018-2019
Bank Attachments	88	\$ 90,936	80	\$ 91,322
Wage Garnishments	211	\$ 73,016	186	\$ 65,398
Rent Attachments	1	\$ 975	1	\$ 705
Monies Attachment	46	\$ 30,786	62	\$ 44,231
Debt Setoff	212	\$ 65,291	242	\$ 85,494
Payment Arrangements	165	\$ 342,449	133	\$ 268,812
Foreclosure Actions	233	\$ 255,864	173	\$ 125,725
<b>Total</b>	<b>956</b>	<b>\$ 859,317</b>	<b>877</b>	<b>\$ 681,687</b>

Collection enforcement methods continue to contribute to our goal of keeping collections fair and equitable while also providing additional revenue to the County's annual budget. During the past several years, property tax has been collected sooner, leading to a reduction in the amount of delinquent tax outstanding at the beginning of each fiscal year. In addition to our Collections' staff dedication to enforcing the payment of tax, we believe the current method of collecting tax on motor vehicles and increased annual collections have been beneficial in elevating our collection percentage.

*Commissioner Edney made the motion that the Board enter the proposed Order directing the Tax Collector to advertise the delinquent real property tax liens for 2019, and further direct the Tax Collector to publish such advertisement pursuant to the General Statutes. All voted in favor and the motion carried.*

**HEALTH AND HUMAN SERVICES BUILDING UPFIT**

David Berry stated Cooper Construction, serving as the Design Build Contractor for the Health and Human



Services building upfit, has returned with a price to complete the proposed new space. Cooper's proposal dated January 13, 2020 is for a total cost, inclusive of all alternates and construction contingencies, of \$525,217.

The Board is requested to approve a budget amendment to move funds from the Capital Reserve Fund to Planned Projects in order to complete a planned upfit to the Health and Human Services Building.

*Commissioner Messer made the motion that the Board accepts the proposal from Cooper Construction and direct staff to continue the project, and further moved that the Board approve the budget amendment to move funds to Planned Projects. All voted in favor and the motion carried.*

### **2020 CONSENSUS**

John Mitchell, Business and Community Development Director & Chuck Megown, Partnership Specialist, U.S. Census Bureau provided information regarding the 2020 Census.

The 2020 Census is rapidly approaching with April 1<sup>st</sup>, 2020 being observed nationwide as Census Day. It is important that Henderson County achieve a complete count for representative and funding purposes.

North Carolina is expected to gain an extra seat in the U.S. House of Representatives. This representation brings additional funding that Henderson County and other local organizations can utilize to continue promoting the public health and safety of our area.

The U.S. Census Bureau has already begun counting in remote areas. Enumerators will begin contacting addresses directly in May if no response is recorded initially. The resolution formalizes the partnership between Henderson County and the U.S. Census Bureau.

#### **Resolution 2020 Census Partnership**

Whereas, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provide a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

Whereas, Henderson County is committed to ensuring every resident is counted;

Whereas, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data;

Whereas, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils, and voting districts;

Whereas, information from the 2020 Census and American Community survey are vital tools for economic development and increased employment;

Whereas, the information collected by the census is confidential and protected by law;

Whereas, a united voice from business, government, community-based and faith-based organizations, educators, media, and others will enable the 2020 Census message to reach more people;

Now, therefore, be it resolved by the Henderson County Board of Commissioners that Henderson County is committed to partnering with the U.S. Census Bureau and the State of North Carolina and will as follows:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
3. Provide Census advocates to speak to County and Community Organizations.
4. Support Census takers as they help our County complete an accurate count.
5. Strive to achieve a complete and accurate count of all persons within our borders.

**Resolution for Creation of the 2020 Henderson County Complete Count Committee**

Whereas, the U.S. Census bureau is required by the U.S. Constitution to conduct a count of all persons;

Whereas, the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to ensure a complete and accurate count;

Whereas, the Henderson County Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

Whereas, the Henderson County Complete Count Committee will work with the Census Bureau and the State of North Carolina to strive for an accurate count;

Now, therefore, be it resolved by the Henderson County Board of Commissioners establishes the Complete Count Committee of Henderson County.

**2020 CENSUS  
YOUR COMMUNITIES COUNT!**

Atlanta Regional Office  
Managing Census Operations in  
AL, FL, GA, LA, MS, NC, SC

**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
census.gov

*The goal of Census 2020 is to  
count everyone once,  
only once and in the right  
place.*

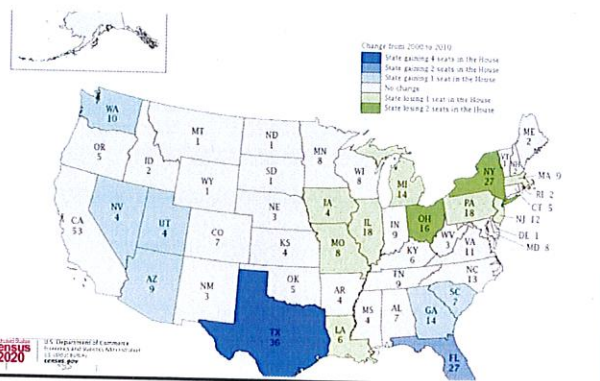
**EVERYONE COUNTS!**

**Impact to Your Community**

Why We Ask  
You to  
Allocate  
Resources to  
the 2020  
Census

- Political Representation
  - Census is constitutionally mandated for re-apportionment of Congress
  - Census results are used for Redistricting at national, state, and local levels.
- Money/Economic Impact
  - Over \$675 Billion/year is distributed to state and local governments using Census numbers (Over \$4 Trillion over the decade).

**Anything that uses Federal dollars like Schools, Health care, roads, and many other federally funded programs.**

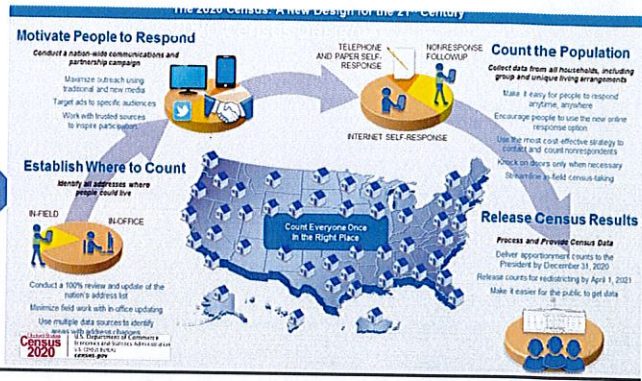


NC RESPONSE RATE VS HENDERSON COUNTY

STATE/COUNTY	2000	2010
<b>NORTH CAROLINA</b>	<b>69%</b>	<b>76%</b>
<b>HENDERSON COUNTY</b>	<b>68%</b>	<b>78%</b>

2020 GOAL >80%

**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
11 2019-0001  
census.gov



Privacy and Confidentiality

- Under Title 13, U.S. Code, all Census Bureau employees swear a lifetime oath to protect respondent data. It is a felony for any Census Bureau employee to disclose any confidential census information during or after employment, and the penalty for wrongful disclosure is up to 5 years imprisonment and/or a fine of \$250,000.
- We protect information by taking precautions in how we collect, analyze and disseminate information. The Census Bureau has strong program to protect information as they collect, process and store it in secure IT systems.
- The Census Bureau encrypts information, limits access, and actively monitors systems to make sure information stays secure.



It is important to note that the Census Bureau:

- never asks for your full Social Security number;
- never asks for money or a donation;
- never sends requests on behalf of a political party;
- never requests PIN codes, passwords or similar access information for credit cards, banks or other financial accounts.

**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
11 2019-0001  
census.gov

**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
11 2019-0001  
census.gov

2020 Census New Initiatives

- Allowing people to respond anytime, anywhere, via **phone or internet**. Tests have shown internet self-response is the most cost effective and accurate way. Those that request a form can complete the Census using the form.
- The Census Bureau is eliminating paper and incorporating the use of handheld data collection devices.



The goal of the 2020 Census is to count everyone once, only once and in the right place.

Self Response



Panel	Cohort	Mailing 1 Letter (Internet First) or Letter + Questionnaire (Internet Choice)
Internet First	1	March 12, 2020
	2	March 13, 2020
	3	March 19, 2020
	4	March 20, 2020
Internet Choice	N/A	March 13, 2020

**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
11 2019-0001  
census.gov

**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
11 2019-0001  
census.gov

Target Populations

- Children 5yrs and under
- Veterans
- People with disabilities
- Homeless
- People living in rural America
- Low income and underserved
- Senior citizens
- Migrant farm workers
- Foreign Born - Immigrants
- Persons with limited English proficiency
- Renters



**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
11 2019-0001  
census.gov

North Carolina 2020 Complete Count Commission

- Created by Governor Roy Cooper, who appointed Secretary of the NC Department of Administration, Machelle Sanders to be the chairperson
- Comprised of citizens, elected officials, and business leaders across all racial, ethnic and social spectrums



- They meet on a monthly basis
- Tasked with increasing participation in the Census statewide
- The main goal is to coordinate resources and advocate efforts to accurately count those who have been historically undercounted

**Census 2020**  
U.S. Department of Commerce  
Economic and Statistics Administration  
11 2019-0001  
census.gov

**Complete Count Committees**

- Complete Count Committees conduct a wide range of possible activities. For example, they host promotional events, display census information in government buildings, include census messages on customer billing statements or other correspondence, and they network with community leaders to ensure everyone is involved.
- Opportunity to "tailor" the Census outreach and messaging to most effectively influence local communities.
- Involve all constituent groups, and use "trusted voices" of community leaders to encourage self-response.



**Local Government CCC's**

Local government CCC's should include members with experience in the following areas:

- Government
- Education
- Media
- Minority Organizations
- Community organizations
- Workforce developments
- Faith-based institutions
- Businesses



U.S. Department of Commerce  
Economic and Statistics Administration  
2020 Census  
census.gov

U.S. Department of Commerce  
Economic and Statistics Administration  
2020 Census  
census.gov

**Count yourself in the right place.**

In general, you should count yourself **where you live and sleep most of the time.** But pay special attention if you are:

**Completing Your Household Form**  
When responding, count any children, including those who usually live and sleep at your home—even if they're not your own. If they split time evenly between two households, count them where they are on April 1, 2020.



**A Renter**  
Count yourself where you live. Even though you don't own the home, you need to participate. Don't forget your family and roommates.



**A College Student**  
If you don't live in a dorm, count yourself at your off-campus address—even if you go to your parents' home for school breaks. This includes international students.



**A Service Member**  
If you don't live in military barracks—and you aren't deployed or stationed outside the United States—count yourself where you live and sleep most of the time, whether on or off base.

**A Resident of a Group Facility**  
For people in the following living situations on April 1, 2020, Census Bureau employees will work with a representative from your facility to ensure you are counted. They may or may not ask you to complete an individual census form.

- > College dorms
- > Military barracks
- > Nursing homes
- > Group homes
- > Shelters
- > Psychiatric facilities
- > Correctional facilities

For more details, visit [2020CENSUS.GOV](https://2020census.gov).



**2020census.gov/jobs**

**1-855-JOB-2020**  
**(1-855-562-2020)**

Federal Relay Service: (800) 877-8339 TTY / ASCII  
[www.gsa.gov/fedrelay](https://www.gsa.gov/fedrelay)

The Federal Relay Service (FedRelay) provides telecommunications services to allow individuals who are deaf, hard of hearing, and/or have speech disabilities to conduct official business with and within the federal government.  
The U.S. Census Bureau is an Equal Opportunity Employer.

U.S. Department of Commerce  
Economic and Statistics Administration  
2020 Census  
census.gov



**Job Qualifications**

Shape your future  
START HERE >



**Timeline**

Shape your future  
START HERE >

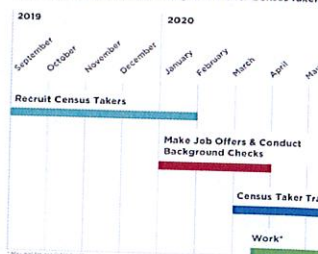


- Be at least 18 years old
- Have a valid Social Security number
- Be a U.S. citizen
- Have a valid email address
- Complete an application and answer assessment questions
- Registered with the Selective Service System or have a qualifying exemption
- Pass a criminal background check and a review of criminal records
- Commit to completing training
- Be available to work flexible hours

**Buncombe County = \$17.00 per hour**

- Job offers made 60 days prior to training
- 60-day window for background checks
- Once background checks complete, training starts

2020 Census Recruiting and Hiring Timeline for Census Takers



**Contact Information**

Atlanta Partnership Staff – Field Division – North Carolina  
[atlanta.rcc.partnership@census.gov](mailto:atlanta.rcc.partnership@census.gov)

Atlanta Geography 470-889-6550  
[atlanta\\_geography@census.gov](mailto:atlanta_geography@census.gov)



Chuck Megown, Partnership Specialist – 678-733-2862  
[Charles.f.megown@2020census.gov](mailto:Charles.f.megown@2020census.gov)

U.S. Department of Commerce  
Economic and Statistics Administration  
2020 Census  
census.gov

John Mitchell stated a kick off committee will meet at King Street on February 24, 2020 at 10:00 a.m.

Steve Wyatt noted the census is extremely important as it offers an opportunity for an additional congressional seat for Henderson County. The LGCCA group would possibly be a good core group if they are interested in serving in that capacity.

Commissioner McCall suggested the possibility of utilizing the liaison of the Sheriff's Office for the Latino Community.

*Chairman Hawkins made the motion that the Board of Commissioners approves the resolution to partner with the U.S. Census Bureau and create the 2020 Henderson County Complete Count Committee. All voted in favor and the motion carried.*

Chairman Hawkins asked the County Manager to draft a letter to send out to the municipalities LGCCA representatives regarding the Complete County Committee need.

**IMPORTANT DATES**

**Set Public Hearing – Cane Creek/ MSD Merger**

The Board is requested to schedule a public hearing on the proposed merger of the Cane Creek Water and Sewer District, and the Metropolitan Sewerage District, pursuant to NCGS §162A-68.5. The County Attorney provided the proposed date, time, and location during this meeting.

*Commissioner Lapsley made the motion that the Board schedule a public hearing on the proposed merger of the Cane Creek Water and Sewer District, and the Metropolitan Sewerage District for Thursday, March 12, 2020 at 7:00 p.m. in the West Henderson High School auditorium. All voted in favor and the motion carried.*

Sign-up will begin at 6:00 p.m.

**CLOSED SESSION**

The Board is requested to go into closed session for the following reason(s). Pursuant to N.C. Gen. Stat. §143-318.11 (a) (3), to consult with an attorney employed or retained by the Board to preserve attorney-client privilege.

*Commissioner Edney made the motion that the Board go into closed session Pursuant to N.C. Gen. Stat. §143-318.11 (a)(3), to consult with an attorney employed or retained by the Board to preserve attorney-client privilege. All voted in favor and the motion carried.*

**ADJOURN**

*Chairman Hawkins made the motion to go out of closed session and adjourn at 7:15 p.m. All voted in favor and the motion carried.*

Attest:

\_\_\_\_\_  
Teresa L. Wilson, Clerk to the Board

\_\_\_\_\_  
Grady H. Hawkins, Chairman

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

1 Historic Courthouse Square, Suite #1  
Hendersonville, NC 28792

Phone (828) 697-4808 • Fax (828) 692-9855

[www.hendersoncountync.gov](http://www.hendersoncountync.gov)

GRADY HAWKINS  
Chairman  
WILLIAM LAPSLEY  
Vice-Chairman

J. MICHAEL EDNEY  
CHARLIE MESSER  
REBECCA McCALL

**RESOLUTION OF APPRECIATION  
Rufus "Pooch" Pace**

**WHEREAS**, Rufus Pace is a Veteran of World War II and the Korean War; and

**WHEREAS**, Rufus Pace retired after serving 70 years on the Henderson County Honor Guard; and

**WHEREAS**, Rufus Pace served as commander on the Henderson County Honor Guard as many times as needed, sometimes during adverse weather; and

**WHEREAS**, Rufus Pace flew on the 1<sup>st</sup> Honor Air Flight in September 2006, and was chosen to take part in a wreath laying ceremony at the Tomb of the Unknown Soldier at Arlington National Cemetery in Washington, D.C.; and

**WHEREAS**, Rufus Pace ran the family business of Pace's Heating and Plumbing on 4<sup>th</sup> Avenue for many, many years; and

**WHEREAS**, Rufus Pace, while serving on the Honor Guard, participated in over 6,000 events including grave side military honors and other ceremonial events; and


**WHEREAS**, Rufus Pace has lived his entire life as a resident of Henderson County; and


**WHEREAS**, Rufus Pace received the Person of the Week and Person of the Year from WLOS in January 2020; and

**WHEREAS**, Rufus Pace has remained married and received support for his efforts by his wife Jean for 65 years.

**NOW, THEREFORE**, be it resolved that we, the Henderson County Board of Commissioners, do hereby recognize Rufus "Pooch" Pace for his many contributions to the citizens of Henderson County.

Adopted this 3rd Day of February, 2020.

  
Grady H. Hawkins, Chairman  
Henderson County Board of Commissioners

  
Attest: Teresa L. Wilson  
Clerk to the Board

# 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.gov

GRADY H. HAWKINS  
Chairman  
WILLIAM G. LAPSLEY  
Vice-Chairman

J. MICHAEL EDNEY  
CHARLES D. MESSER  
REBECCA K. MCCALL

## RESOLUTION RECONFIRMING THAT HENDERSON COUNTY, NORTH CAROLINA WILL SUPPORT AND MAINTAIN THE CONSTITUTION OF THE UNITED STATES, INCLUDING ALL AMENDMENTS THERETO, AS WELL AS THE CONSTITUTION OF NORTH CAROLINA; AND ALL LAWS WHICH ARE CONSISTENT THEREWITH

**WHEREAS**, the Constitution of the United States of America, including the Bill of Rights and other amendments, is the Supreme Law of the land, and,

**WHEREAS**, it is the sworn duty of all elected officials to support and maintain both the Federal and State Constitutions and laws consistent therewith, and,

**WHEREAS**, from time to time various provisions and amendments come under scrutiny and challenge, and,

**WHEREAS**, the Second Amendment to the US Constitution is currently at the forefront of debate and controversy, and,

**WHEREAS**, the Henderson County Board of Commissioners desire to reconfirm its long-standing commitment to support and maintain the laws of the United States and the State of North Carolina which are consistent with our State and Federal Bill of Rights and Constitution, and,

**WHEREAS**, the Second Amendment to the US Constitution provides that "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;" and,

**WHEREAS**, the Supreme Court of these United States has ruled that the Second Amendment conferred an individual right to keep and bear arms; and,

**WHEREAS**, the North Carolina Constitution provides that "... the right of the people to keep and bear arms shall not be infringed...." and,

**WHEREAS**, based upon the language of the NC Constitution, the North Carolina Supreme Court has ruled that, "For any lawful purpose--either of business or amusement--the citizen is at perfect liberty to carry his gun."

**NOW, THEREFORE, BE IT RESOLVED** that the Henderson County Board of Commissioners do hereby reconfirm our solemn duty to support, maintain and defend the inalienable rights of our citizens, including those rights for an individual to keep and bear arms which was recognized in both the United States and North Carolina Constitution as a preexisting natural right which is not to be infringed; and further, that no public funds, resources, employees, buildings or offices which are under the control and direction of Henderson County shall be used in any manner in contravention of the mandates of said supreme laws of the land.

Adopted this 3rd day of February 2020.

Attested By:

Teresa L. Wilson  
Teresa L. Wilson, Clerk to the Board

Grady Hawkins  
GRADY HAWKINS, Chairman



**RESOLUTION OF CONSISTENCY WITH THE COUNTY COMPREHENSIVE PLAN**

**WHEREAS**, pursuant to N.C. General Statute §153, Article 18, the Henderson County Board of Commissioners exercises regulations relating to development within the County's jurisdiction; and

**WHEREAS**, the Henderson County Board of Commissioners (Board) adopted the Land Development Code (LDC) on September 19, 2007 and has amended the LDC to address new and changing issues;

**WHEREAS**, the Board desires to update and revise the regulations of the LDC; and

**WHEREAS**, the Planning Department and Planning Board provided recommendations regarding the proposed text amendments with case TX-2019-02; and

**WHEREAS**, pursuant to N.C. General Statute §153-323, the Planning Department provided the prescribed public notice and the Board held the required public hearing on February 3, 2020; and

**WHEREAS**, N.C. General Statute §153-341 requires the Board to adopt a statement of consistency with the County Comprehensive Plan (CCP); and

**NOW THEREFORE, BE IT RESOLVED** by the Henderson County Board of Commissioners as follows:

1. That the Board reviewed the proposed text amendment (TX-2019-02-Land Development Code Amendments) and finds that it reasonable, in the public interest and it is consistent with the principles and goals of County Comprehensive Plan and the Growth Management Strategy located therein; and
2. That the Board determines that the proposed text amendment provides for the sound administration of the LDC while balancing property rights and promoting reasonable growth within the County; and
3. That this Resolution shall be retained in the Office of the Clerk to the Board of Commissioners.

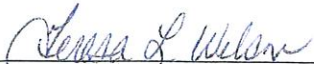
**THIS** the 3<sup>rd</sup> day of February, 2020.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

BY: 

**GRADY HAWKINS, Chairman**  
Henderson County Board of Commissioners

**ATTEST:**

  
**TERESA L. WILSON**  
Clerk to the Board of Commissioners

[COUNTY SEAL]



# 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

Wednesday, January 22, 2020

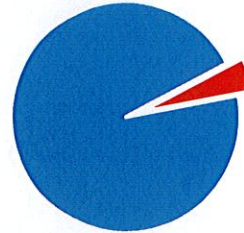
Re: Tax Collector's Report to Commissioners - Meeting Date February 3, 2020

Please find outlined below collections information through January 21, 2020 for 2019 real and personal property bills mailed on August 1, 2019. Vehicles taxes are billed monthly by NC DMV.

## Henderson County Annual Bills (Real and Personal Property):

<b>2019 Beginning Charge:</b>	<b>\$84,274,124.71</b>
Discoveries & Imm. Irreg.:	\$1,254,883.64
Releases & Refunds:	<b>(\$966,955.86)</b>
<u>Net Charge:</u>	<u>\$84,562,052.49</u>
Unpaid Taxes:	\$3,966,409.23
<b>Amount Collected:</b>	<b>\$80,595,643.26</b>

**Paid**  
**95.31%**



**Unpaid**  
**4.69%**

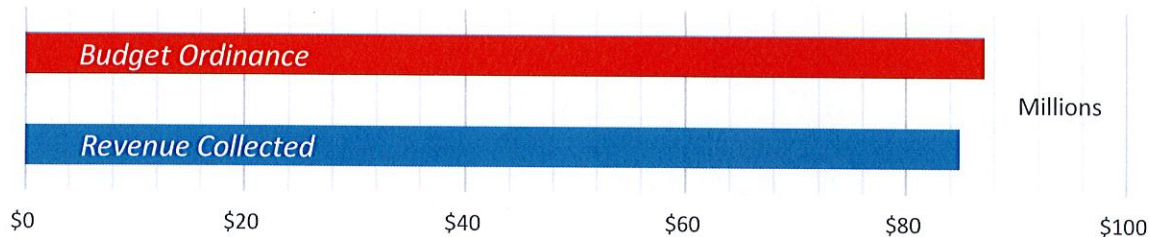
## Henderson County Registered Motor Vehicles (As Collected by NC DMV):

Net Charge:	\$3,684,896.25
Unpaid Taxes:	\$8,599.57
<b>Amount Collected:</b>	<b>\$3,676,296.68</b>

**99.77%**

## Henderson County FY20 Budget Analysis:

	<u>Budget Ordinance</u>		<u>Revenue Collected</u>
Ad Valorem:	\$86,093,532.00	Ad Valorem:	\$84,271,939.94
Prior Years:	\$1,035,000.00	Prior Years:	\$623,863.58
<b>Budget Total:</b>	<b>\$87,128,532.00</b>	<b>YTD Revenue:</b>	<b>\$84,895,803.52</b>



Respectfully Submitted,

Luke Small  
Deputy Tax Collector

Darlene Burgess  
Tax Administrator

# 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.gov

GRADY H. HAWKINS  
Chairman  
WILLIAM G. LAPSLEY  
Vice-Chairman

J. MICHAEL EDNEY  
REBECCA K. MCCALL  
CHARLES D. MESSER

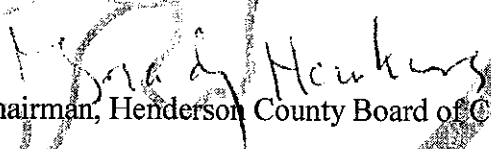
February 3, 2020

Darlene Burgess, Assessor  
HENDERSON COUNTY ASSESSOR'S OFFICE  
200 N. Grove Street, Suite 102  
Hendersonville, N. C. 28792

Dear Mrs. Burgess:

Attached please find tax release requests in the amount of \$14,965.51 and tax refund requests in the amount of \$611.28, reviewed at the Henderson County Board of Commissioners' Meeting on Monday, February 3, 2020. All releases and refunds were approved.

Sincerely,

  
Chairman, Henderson County Board of Commissioners

Enclosures (1)

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF  
COMMISSIONERS**

**MEETING DATE:** February 3, 2020  
**SUBJECT:** Pending Releases & Refunds  
**PRESENTER:** Darlene Burgess, Tax Administrator  
**ATTACHMENT:** Yes  
1. Pending Release/Refund Combined Report

**SUMMARY OF REQUEST:**

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

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

<b>Type:</b>	<b>Amount:</b>
Total Taxes Released from the Charge	\$ 14,965.51
Total Refunds as a Result of the Above Releases	\$ 611.28

**BOARD ACTION REQUESTED:**

The Board is requested to approve this pending release and refund report as presented.

**Suggested Motion:**

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

# NCPTS Pending Release/Refund Report. Thursday, January 16, 2020\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
A & S HOME IMPROVEMENTS, LLC	0003096887-2019-2019-0000	BUSINESS PERSONAL PROPERTY DOUBLE BILLED AS ABSTRACT 3096887 AND 2565396. ABSTRACT 3096887 VOIDED.	(\$4,342)	6962	KDECKARD	15 SURREY RUN HENDERSONVILLE NC 28791	COUNTY	TAX	\$31.27	\$0.00	\$24.36	\$0.00
								LATE LIST FEE	\$3.13	\$0.00	\$2.44	\$0.00
								TOTAL:			\$26.80	\$0.00
							VALLEY HILL FIRE	TAX	\$5.57	\$0.00	\$4.34	\$0.00
								LATE LIST FEE	\$0.56	\$0.00	\$0.43	\$0.00
	TOTAL:			\$4.77	\$0.00							
					ABSTRACT TOTAL:				\$31.57		\$0.00	
										TOTAL:	\$31.57	\$0.00
ALARCON, HECTOR	0003002077-2019-2019-0000	BUSINESS PERSONAL PROPERTY DOUBLE BILLED AS ABSTRACT 3002077 AND 3094695. ABSTRACT 3002077 VOIDED.	(\$377,222)	6990	HSALTER	888 SPARTANBURG HY HENDERSONVILLE NC 28792	COUNTY	TAX	\$2,116.22	\$0.00	\$2,116.22	\$0.00
								LATE LIST FEE	\$211.62	\$0.00	\$211.62	\$0.00
								TOTAL:			\$2,327.84	\$0.00
												ABSTRACT TOTAL:
										TOTAL:	\$2,327.84	\$0.00
BERMUDEZ, MAURICIO DELGADO	0000470910-2019-2019-0000	MANUFACTURED HOME DOUBLE BILLED AS ABSTRACT 470910 AND 3094652. ABSTRACT 470910 VOIDED.	(\$14,500)	6953	RJONES	255 E CHESTNUT GAP RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$81.35	\$0.00	\$81.35	\$0.00
								LATE LIST FEE	\$8.13	\$0.00	\$8.13	\$0.00
								TOTAL:			\$89.48	\$0.00
							DANA FIRE	TAX	\$20.30	\$0.00	\$20.30	\$0.00
								LATE LIST FEE	\$2.03	\$0.00	\$2.03	\$0.00
					ABSTRACT TOTAL:				\$22.33	\$0.00		
										TOTAL:	\$111.81	\$0.00
											\$111.81	\$0.00
BOUHKRIS, TONIA KING	0003095903-2019-2019-0000	PARCEL WAS CREATED AND BILLED IN ERROR. THIS PARCEL WAS RECOMBINED TO CREATE AND BILL THE ORIGINAL PARCEL.	(\$31,600)	6980	KHENSLEY	294 VINE RD EAST FLAT ROCK NC 28726	COUNTY	TAX	\$177.28	\$0.00	\$177.28	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$177.28	\$0.00
							BLUE RIDGE FIRE	TAX	\$41.08	\$0.00	\$41.08	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
					ABSTRACT TOTAL:				\$41.08	\$0.00		
										TOTAL:	\$218.36	\$0.00
											\$218.36	\$0.00
DUKE ENERGY CAROLINAS, LLC	0003094892-2019-2019-0000	PUBLIC SERVICE PROPERTY ASSESSED BY DEPARTMENT OF REVENUE.	(\$31,600)	6983	WCRUMPLER	107 LAYCOCK RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$1,061.41	\$0.00	\$1,061.41	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$1,061.41	\$0.00
							EDNEYVILLE FIRE	TAX	\$217.58	\$0.00	\$217.58	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
					ABSTRACT TOTAL:				\$217.58	\$0.00		
										TOTAL:	\$1,278.99	\$0.00
											\$1,278.99	\$0.00

\*Adjustments submitted for approval on or before

# NCPTS Pending Release/Refund Report. Thursday, January 16, 2020\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND	
ESTRADA, SYNDIA ALEJANDRA FABIAN	0003091748-2017-2017-0000	MANUFACTURED HOME IS REAL PROPERTY ON PARCEL 401877 AND NOT PERSONAL PROPERTY. 2017 PERSONAL PROPERTY ABSTRACT VOIDED.	(\$36,500)	6948	RJONES	140 FOX RIDGE DR HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$206.23 \$20.62 \$226.85 \$38.33 \$3.83	\$206.23 \$20.62 \$38.33	\$206.23 \$206.23 \$226.85 \$38.33	\$206.23 \$20.62 \$226.85 \$38.33	
	0003091748-2018-2018-0000	MANUFACTURED HOME IS REAL PROPERTY ON PARCEL 401877 AND NOT PERSONAL PROPERTY. 2018 PERSONAL PROPERTY ABSTRACT VOIDED.	(\$36,500)	6949	RJONES	140 FOX RIDGE DR HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$206.23 \$20.62 \$226.85 \$38.33 \$3.83	\$206.23 \$20.62 \$38.33	\$206.23 \$206.23 \$226.85 \$38.33	\$206.23 \$20.62 \$226.85 \$38.33	
	<b>OWNER TOTAL:</b>												
	0003096109-2019-2014-0000	MANUFACTURED HOME DOUBLE BILLED AS ABSTRACT 3096109 AND 385281. ABSTRACT 3096109 VOIDED FOR 2014.	(\$73,000)	6968	RJONES	233 MEADOW VIEW LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$15.77 \$9.46 \$25.23 \$2.92 \$1.75	\$0.00 \$0.00 \$0.00	\$15.77 \$9.46 \$25.23 \$2.92	\$15.77 \$9.46 \$25.23 \$2.92	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>												
	0003096109-2019-2015-0000	MANUFACTURED HOME DOUBLE BILLED AS ABSTRACT 3096109 AND 385281. ABSTRACT 3096109 VOIDED FOR 2015.	(\$3,070)	6969	RJONES	233 MEADOW VIEW LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$15.77 \$7.88 \$23.65 \$3.22 \$1.61	\$0.00 \$0.00 \$0.00	\$15.77 \$7.88 \$23.65 \$3.22	\$15.77 \$7.88 \$23.65 \$3.22	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>												
	0003096109-2019-2016-0000	MANUFACTURED HOME DOUBLE BILLED AS ABSTRACT 3096109 AND 385281. ABSTRACT 3096109 VOIDED FOR 2016.	(\$3,070)	6970	RJONES	233 MEADOW VIEW LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$17.35 \$6.94 \$24.29 \$3.22 \$1.29	\$0.00 \$0.00 \$0.00	\$17.35 \$6.94 \$24.29 \$3.22	\$17.35 \$6.94 \$24.29 \$3.22	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>												

\*Adjustments submitted for approval on or before



# NCPTS Pending Release/Refund Report. Thursday, January 16, 2020\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
HANKE, JEFFREY	0003095904-2019-2019-0000	PARCEL WAS CREATED AND BILLED IN ERROR. THIS PARCEL WAS RECOMBINED TO CREATE AND BILL THE ORIGINAL PARCEL.	(\$35,500)	6984	KHENSLEY	294 VINE RD EAST FLAT ROCK NC 28726	COUNTY	TAX	\$199.16	\$0.00	\$199.16	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$199.16	\$0.00
							BLUE RIDGE FIRE	TAX	\$46.15	\$0.00	\$46.15	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$46.15	\$0.00
								ABSTRACT TOTAL:			\$245.31	\$0.00
								TOTAL:			\$245.31	\$0.00
								TAX	\$73.59	\$0.00	\$73.59	\$0.00
								LATE LIST FEE	\$22.08	\$0.00	\$22.08	\$0.00
HARRY DEATON INTERIORS	0003097657-2019-2017-0000	BUSINESS PERSONAL PROPERTY DOUBLE BILLED AS ABSTRACT 3097657 AND 3097659. ABSTRACT 3097657 VOIDED FOR 2017.	(\$35,500)	6978	KDECKARD	419 S KING ST HENDERSONVILLE NC 28792	COUNTY	TAX	\$73.59	\$0.00	\$73.59	\$0.00
								LATE LIST FEE	\$22.08	\$0.00	\$22.08	\$0.00
								TOTAL:			\$95.67	\$0.00
								ABSTRACT TOTAL:			\$95.67	\$0.00
								TAX	\$73.59	\$0.00	\$73.59	\$0.00
								LATE LIST FEE	\$14.72	\$0.00	\$14.72	\$0.00
								TOTAL:			\$88.31	\$0.00
								ABSTRACT TOTAL:			\$88.31	\$0.00
								TAX	\$73.07	\$0.00	\$73.07	\$0.00
								LATE LIST FEE	\$7.31	\$0.00	\$7.31	\$0.00
HOPPER, JASPER MONROE	0003097657-2019-2018-0000	BUSINESS PERSONAL PROPERTY DOUBLE BILLED AS ABSTRACT 3097657 AND 3097659. ABSTRACT 3097657 VOIDED FOR 2018.	(\$13,025)	6977	KDECKARD	419 S KING ST HENDERSONVILLE NC 28792	COUNTY	TAX	\$73.59	\$0.00	\$73.59	\$0.00
								LATE LIST FEE	\$14.72	\$0.00	\$14.72	\$0.00
								TOTAL:			\$88.31	\$0.00
								ABSTRACT TOTAL:			\$88.31	\$0.00
								TAX	\$73.07	\$0.00	\$73.07	\$0.00
								LATE LIST FEE	\$7.31	\$0.00	\$7.31	\$0.00
								TOTAL:			\$80.38	\$0.00
								ABSTRACT TOTAL:			\$80.38	\$0.00
								TAX	\$30.81	\$0.81	\$30.81	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
JACKSON PAINTING, INC.	0003096534-2019-2019-0000	ADJUSTMENT CREATED TO REMOVE THE 2005 KIA FROM ABSTRACT.	(\$39,075)	6950	SMORROW	161 SALISBURY RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$30.81	\$0.81	\$30.81	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$13.27	\$0.00
							MOUNTAIN HOME FIRE	TAX	\$6.59	\$6.59	\$6.59	\$2.84
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$2.84	\$2.84
								ABSTRACT TOTAL:			\$16.11	\$16.11
								TAX	\$144.17	\$0.00	\$144.17	\$0.00
								LATE LIST FEE	\$86.50	\$0.00	\$86.50	\$0.00
								TOTAL:			\$230.67	\$0.00
JACKSON PAINTING, INC.	0003097652-2019-2014-0000	BUSINESS BASED OUT OF TRANSYLVANIA COUNTY. ABSTRACT VOIDED FOR 2014.	(\$2,365)	6960	KDECKARD	61 FOX VALLEY CT HENDERSONVILLE NC 28791	COUNTY	TAX	\$144.17	\$0.00	\$144.17	\$0.00
								LATE LIST FEE	\$86.50	\$0.00	\$86.50	\$0.00
								TOTAL:			\$230.67	\$0.00
							MOUNTAIN HOME FIRE	TAX	\$29.47	\$0.00	\$29.47	\$0.00
								LATE LIST FEE	\$17.68	\$0.00	\$17.68	\$0.00
								TOTAL:			\$47.15	\$0.00
								ABSTRACT TOTAL:			\$277.82	\$0.00
								TAX	\$144.17	\$0.00	\$144.17	\$0.00
								LATE LIST FEE	\$72.08	\$0.00	\$72.08	\$0.00
								TOTAL:			\$216.25	\$0.00
JACKSON PAINTING, INC.	0003097652-2019-2015-0000	BUSINESS BASED OUT OF TRANSYLVANIA COUNTY. ABSTRACT VOIDED FOR 2015.	(\$28,070)	6959	KDECKARD	61 FOX VALLEY CT HENDERSONVILLE NC 28791	COUNTY	TAX	\$144.17	\$0.00	\$144.17	\$0.00
								LATE LIST FEE	\$72.08	\$0.00	\$72.08	\$0.00
								TOTAL:			\$216.25	\$0.00
							MOUNTAIN HOME FIRE	TAX	\$33.68	\$0.00	\$33.68	\$0.00
								LATE LIST FEE	\$16.84	\$0.00	\$16.84	\$0.00
								TOTAL:			\$16.84	\$0.00
								ABSTRACT TOTAL:			\$50.52	\$0.00
								TAX	\$144.17	\$0.00	\$144.17	\$0.00
								LATE LIST FEE	\$72.08	\$0.00	\$72.08	\$0.00
								TOTAL:			\$266.77	\$0.00

\*Adjustments submitted for approval on or before

# NCPTS Pending Release/Refund Report. Thursday, January 16, 2020\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
LAWN SHARKS MOWING SPECIALIST	0003097652-2019-2016-0000	BUSINESS BASED OUT OF TRANSYLVANIA COUNTY. ABSTRACT VOIDED FOR 2016.	(\$28,070)	6958	KDECKARD	61 FOX VALLEY CT HENDERSONVILLE NC 28791	COUNTY	TAX	\$158.60	\$0.00	\$158.60	\$0.00
								LATE LIST FEE	\$63.44	\$0.00	\$63.44	\$0.00
								TOTAL:			\$222.04	\$0.00
							MOUNTAIN HOME FIRE	TAX	\$33.68	\$0.00	\$33.68	\$0.00
								LATE LIST FEE	\$13.47	\$0.00	\$13.47	\$0.00
								TOTAL:			\$47.15	\$0.00
								ABSTRACT TOTAL:			\$269.19	\$0.00
								TAX	\$158.60	\$0.00	\$158.60	\$0.00
								LATE LIST FEE	\$47.58	\$0.00	\$47.58	\$0.00
								TOTAL:			\$206.18	\$0.00
MARKS, GREGORY J	0003097652-2019-2017-0000	BUSINESS BASED OUT OF TRANSYLVANIA COUNTY. ABSTRACT VOIDED FOR 2017.	(\$28,070)	6957	KDECKARD	61 FOX VALLEY CT HENDERSONVILLE NC 28791	COUNTY	TAX	\$158.60	\$0.00	\$158.60	\$0.00
								LATE LIST FEE	\$47.58	\$0.00	\$47.58	\$0.00
								TOTAL:			\$206.18	\$0.00
							MOUNTAIN HOME FIRE	TAX	\$33.68	\$0.00	\$33.68	\$0.00
								LATE LIST FEE	\$10.11	\$0.00	\$10.11	\$0.00
								TOTAL:			\$43.79	\$0.00
								ABSTRACT TOTAL:			\$249.97	\$0.00
								TAX	\$158.60	\$0.00	\$158.60	\$0.00
								LATE LIST FEE	\$31.72	\$0.00	\$31.72	\$0.00
								TOTAL:			\$190.32	\$0.00
LAWN SHARKS MOWING SPECIALIST	0003097652-2019-2018-0000	BUSINESS BASED OUT OF TRANSYLVANIA COUNTY. ABSTRACT VOIDED FOR 2018.	(\$28,070)	6956	KDECKARD	61 FOX VALLEY CT HENDERSONVILLE NC 28791	COUNTY	TAX	\$158.60	\$0.00	\$158.60	\$0.00
								LATE LIST FEE	\$31.72	\$0.00	\$31.72	\$0.00
								TOTAL:			\$190.32	\$0.00
							MOUNTAIN HOME FIRE	TAX	\$33.68	\$0.00	\$33.68	\$0.00
								LATE LIST FEE	\$6.74	\$0.00	\$6.74	\$0.00
								TOTAL:			\$40.42	\$0.00
								ABSTRACT TOTAL:			\$230.74	\$0.00
								TAX	\$157.47	\$0.00	\$157.47	\$0.00
								LATE LIST FEE	\$15.75	\$0.00	\$15.75	\$0.00
								TOTAL:			\$173.22	\$0.00
LAWN SHARKS MOWING SPECIALIST	0003097652-2019-2019-0000	BUSINESS BASED OUT OF TRANSYLVANIA COUNTY. ABSTRACT VOIDED FOR 2019.	(\$28,070)	6955	KDECKARD	61 FOX VALLEY CT HENDERSONVILLE NC 28791	COUNTY	TAX	\$157.47	\$0.00	\$157.47	\$0.00
								LATE LIST FEE	\$15.75	\$0.00	\$15.75	\$0.00
								TOTAL:			\$173.22	\$0.00
							MOUNTAIN HOME FIRE	TAX	\$33.68	\$0.00	\$33.68	\$0.00
								LATE LIST FEE	\$3.37	\$0.00	\$3.37	\$0.00
								TOTAL:			\$37.05	\$0.00
								ABSTRACT TOTAL:			\$210.27	\$0.00
								TAX	\$300.83	\$0.00	\$300.83	\$0.00
								LATE LIST FEE	\$60.17	\$0.00	\$60.17	\$0.00
								TOTAL:			\$361.00	\$0.00
LAWN SHARKS MOWING SPECIALIST	0003097652-2019-2018-0000	BUSINESS LOCATED IN TRANSYLVANIA COUNTY ON 1/1/18. ABSTRACT VOIDED FOR 2018.	(\$168,420)	6987	KDECKARD	6705 BREVARD RD ETOWAH NC 28729	COUNTY	TAX	\$300.83	\$0.00	\$300.83	\$0.00
								LATE LIST FEE	\$60.17	\$0.00	\$60.17	\$0.00
								TOTAL:			\$361.00	\$0.00
							ETOWAH-HORSESHOE FIRE	TAX	\$55.91	\$0.00	\$55.91	\$0.00
								LATE LIST FEE	\$11.18	\$0.00	\$11.18	\$0.00
								TOTAL:			\$67.09	\$0.00
								ABSTRACT TOTAL:			\$428.09	\$0.00
								TAX	\$23.11	\$0.00	\$23.11	\$0.00
								LATE LIST FEE	\$2.31	\$0.00	\$2.31	\$0.00
								TOTAL:			\$25.42	\$0.00
	<b>OWNER TOTAL:</b>		<b>(\$53,245)</b>								<b>\$428.09</b>	<b>\$0.00</b>
			<b>(\$4,119)</b>								<b>\$23.11</b>	<b>\$0.00</b>
											<b>\$2.31</b>	<b>\$0.00</b>
	<b>OWNER TOTAL:</b>		<b>(\$4,119)</b>								<b>\$25.42</b>	<b>\$0.00</b>
											<b>\$25.42</b>	<b>\$0.00</b>

\*Adjustments submitted for approval on or before



**NCPTS Pending Release/Refund Report. Thursday, January 16, 2020\***

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MAY, WILLIAM H JR	0003095202-2019-2019-0000	RELEASE AND REBILL OF 2019 REAL PROPERTY TAX BILL WITH PRESENT-USE VALUE.	(\$763,200)	6966	DHILL	608 LANE RD FLAT ROCK NC 28731	COUNTY	TAX	\$4,281.55	\$0.00	\$4,281.55	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$4,281.55	\$0.00	\$4,281.55	\$0.00
						DANA FIRE		TAX	\$1,068.48	\$0.00	\$1,068.48	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$1,068.48	\$0.00	\$1,068.48	\$0.00
								ABSTRACT TOTAL:	\$5,350.03	\$0.00	\$5,350.03	\$0.00
PINNACLE FALLS LLC A SC LLC	0002664471-2019-2019-0000	REINSTATE EXEMPTION FOR PROPERTY OWNERS' ASSOCIATION FOR 2019.	(\$6,000)	6988	DHILL	0 NO ADDRESS ASSIGNED ZIRCONIA NC 28790	COUNTY	TAX	\$33.66	\$0.00	\$33.66	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$33.66	\$0.00	\$33.66	\$0.00
						GREEN RIVER FIRE		TAX	\$5.40	\$0.00	\$5.40	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$5.40	\$0.00	\$5.40	\$0.00
								ABSTRACT TOTAL:	\$39.06	\$0.00	\$39.06	\$0.00
RENZO'S RISTORANTE	0003094634-2019-2019-0000	BUSINESS SUBMITTED CORRECTED LISTING FORM AFTER BEING DISCOVERED. ABSTRACT VOIDED FOR 2019 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES.	(\$6,000)	6967	HSALTER	502 N MAIN ST HENDERSONVILLE NC 28792	COUNTY	TAX	\$762.57	\$0.00	\$762.57	\$0.00
								LATE LIST FEE	\$76.26	\$0.00	\$76.26	\$0.00
								TOTAL:	\$838.83	\$0.00	\$838.83	\$0.00
						JURSD13		TAX	\$353.42	\$0.00	\$353.42	\$0.00
								LATE LIST FEE	\$35.34	\$0.00	\$35.34	\$0.00
								TOTAL:	\$388.76	\$0.00	\$388.76	\$0.00
								ABSTRACT TOTAL:	\$1,227.59	\$0.00	\$1,227.59	\$0.00
RICE STUMP REMOVAL	0003097648-2019-2019-0000	BUSINESS BASED OUT OF BUNCOMBE COUNTY. ABSTRACT VOIDED FOR 2019.	(\$135,931)	6952	KDECKARD	25 SOLITUDE LN HORSE SHOE NC 28742	COUNTY	TAX	\$350.63	\$0.00	\$350.63	\$0.00
								LATE LIST FEE	\$35.06	\$0.00	\$35.06	\$0.00
								TOTAL:	\$385.69	\$0.00	\$385.69	\$0.00
						ETOWAH- HORSESHOE FIRE		TAX	\$71.88	\$0.00	\$71.88	\$0.00
								LATE LIST FEE	\$7.19	\$0.00	\$7.19	\$0.00
								TOTAL:	\$79.07	\$0.00	\$79.07	\$0.00
								ABSTRACT TOTAL:	\$464.76	\$0.00	\$464.76	\$0.00
RUSSELL, DUANE ELMER	0002871599-2019-2019-0000	ABSTRACT VOIDED FOR 2019 AND WILL BE REBILLED TO REINSTATE PRESENT-USE VALUE STATUS FOR 2019.	(\$62,500)	6954	DHILL	0 NO ADDRESS ASSIGNED ZIRCONIA NC 28790	COUNTY	TAX	\$43.76	\$0.00	\$43.76	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$43.76	\$0.00	\$43.76	\$0.00
						GREEN RIVER FIRE		TAX	\$7.02	\$0.00	\$7.02	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:	\$7.02	\$0.00	\$7.02	\$0.00
								ABSTRACT TOTAL:	\$50.78	\$0.00	\$50.78	\$0.00
SHELTON, PAUL	0003093767-2018-2018-0000	ABSTRACT VOIDED DUE TO CAMPER BEING REGISTERED WITH THE DMV. ABSTRACT VOIDED FOR 2018.	(\$7,800)	6946	RIONES	136 OVERTON PL FLETCHER NC	COUNTY	TAX	\$21.13	\$0.00	\$21.13	\$0.00
								LATE LIST FEE	\$2.11	\$0.00	\$2.11	\$0.00
								TOTAL:	\$23.24	\$0.00	\$23.24	\$0.00
								ABSTRACT TOTAL:	\$23.24	\$0.00	\$23.24	\$0.00

\*Adjustments submitted for approval on or before

# NCPTS Pending Release/Refund Report. Thursday, January 16, 2020\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
STRESS, TOM	0003093767-2019-2019-0000	ABSTRACT VOIDED DUE TO CAMPER BEING REGISTERED WITH THE DMV. ABSTRACT VOIDED FOR 2019.	(\$3,740)	6947	RIONES	136 OVERTON PL FLETCHER NC 28732	COUNTY	TAX	\$20.98	\$0.00	\$20.98	\$0.00
								LATE LIST FEE	\$2.10	\$0.00	\$2.10	\$0.00
								TOTAL:			\$23.08	\$0.00
								ABSTRACT TOTAL:			\$23.08	\$0.00
	OWNER TOTAL:		(\$7,480)									
	0003096442-2019-2019-0000	ABSTRACT VOIDED DUE TO TRAVEL TRAILER BEING REGISTERED WITH THE DMV.	(\$39,900)	6989	RIONES	347 MIKAELA LN FLAT ROCK NC 28731	COUNTY	TAX	\$223.84	\$0.00	\$223.84	\$0.00
								LATE LIST FEE	\$22.38	\$0.00	\$22.38	\$0.00
								TOTAL:			\$246.22	\$0.00
								TAX	\$51.87	\$0.00	\$51.87	\$0.00
								LATE LIST FEE	\$5.19	\$0.00	\$5.19	\$0.00
								TOTAL:			\$57.06	\$0.00
	OWNER TOTAL:		(\$39,900)								\$303.28	\$0.00
THE PINNACLE FALLS PROPERTY OWNERS' ASSOCIATION INC	0003078782-2018-2018-0000	REINSTATE EXEMPTION FOR PROPERTY OWNERS' ASSOCIATION FOR 2018.	(\$2,100)	6986	DHILL	1431 PINNACLE FALLS LN ZIRCONIA NC 28790	COUNTY	TAX	\$11.87	\$0.00	\$11.87	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$11.87	\$0.00
								OWNER TOTAL:			\$11.87	\$0.00
								TAX	\$1.68	\$0.00	\$1.68	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$1.68	\$0.00
	OWNER TOTAL:		(\$2,100)								\$13.55	\$0.00
VANDENBERGH, JARED N	0000000775-2019-2019-0000	ACREAGE CORRECTION FROM RECORDED DOCUMENT.	(\$4,200)	6974	KHENSLEY	0 NO ADDRESS ASSIGNED HENDERSOINVILLE NC 28739	COUNTY	TAX	\$276.01	\$276.01	\$276.01	\$17.39
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$276.01	\$17.39
								OWNER TOTAL:			\$276.01	\$17.39
								TAX	\$49.20	\$49.20	\$49.20	\$3.10
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$3.10	\$3.10
	OWNER TOTAL:		(\$4,200)								\$27.22	\$0.00
VANDENBERGH, JARED N	0000000776-2019-2019-0000	PARCEL ON COUNTY LINE, ACREAGE CORRECTION FROM RECORDED DOCUMENT, BARN REMOVED, TAXED IN TRANSYLVANIA COUNTY.	(\$5,600)	6975	KHENSLEY	0 NO ADDRESS ASSIGNED HENDERSOINVILLE NC 28739	COUNTY	TAX	\$37.03	\$37.03	\$37.03	\$31.42
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$37.03	\$31.42
								OWNER TOTAL:			\$37.03	\$31.42
								TAX	\$6.60	\$6.60	\$6.60	\$5.60
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:			\$6.60	\$5.60
	OWNER TOTAL:		(\$5,600)								\$37.02	\$37.02
	OWNER TOTAL:		(\$8,700)								\$57.51	\$57.51

\*Adjustments submitted for approval on or before

**NCPTS Pending Release/Refund Report. Thursday, January 16, 2020\***

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
WILLOUGHBY, PETER A	0003088801-2019-2019-0000	ADJUSTMENT CREATED TO REMOVE THE RANS S18 AIRCRAFT FROM ABSTRACT AS IT WAS SOLD 12/6/17.	(\$13,600)	6965	KDECKARD	1195 EASTBROOK DR HENDERSONVILLE NC 28792	COUNTY	TAX	\$356.80	\$0.00	\$76.30	\$0.00
								LATE LIST FEE	\$35.68	\$0.00	\$7.63	\$0.00
								TOTAL:	\$82.68	\$0.00	\$83.93	\$0.00
							BLUE RIDGE FIRE	TAX	\$82.68	\$0.00	\$17.68	\$0.00
								LATE LIST FEE	\$8.27	\$0.00	\$1.77	\$0.00
								TOTAL:	\$8.27	\$0.00	\$19.45	\$0.00
								ABSTRACT TOTAL:			\$103.38	\$0.00
								OWNER TOTAL:			\$103.38	\$0.00
								ABSTRACT TOTAL:			\$14,965.51	\$611.64
								GRAND TOTALS:			\$14,965.51	\$611.64

\*Adjustments submitted for approval on or before

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** Solid Waste 605472

*Please make the following line-item transfers:*

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

Account	Line-Item Description	Amount
<u>605472-518600</u>	<u>Workers Compensation</u>	<u>\$339,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

Account	Line-Item Description	Amount
<u>604472-401001</u>	<u>Retained Earnings Appropriated</u>	<u>\$339,000</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

**Justification:**

To cover the Solid Waste enterprise fund's exposure to a workers compensation claim.

\_\_\_\_\_  
Authorized by Department Head

January 24, 2020

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

A regular meeting of the Board of Commissioners of the County of Henderson, North Carolina, was duly held on February 3, 2020 at 5:30 p.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Chairman Grady Hawkins presiding.

The following members were present:

Chairman Grady Hawkins; Vice Chairman William Lapsley; Charlie Messer; J. Michael Edney; Rebecca McCall

The following members were absent:

None

\* \* \* \* \*

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

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

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

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

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

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

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

*WHEREAS*, the County hereby determines that the estimated cost of financing the Project is an amount not to exceed \$65,750,000, and that such cost of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

*WHEREAS*, although the cost of financing the Project pursuant to the Contract is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Project; and (3) no revenues are produced by the Project so as to permit a revenue bond financing;

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

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

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

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

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

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

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

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

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

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

Section 1. ***Authorization to Negotiate the Contract.*** That the County Manager and the Finance Director, with advice from the County Attorney and Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County for the financing of the Project for a principal amount not to exceed \$65,750,000 under the Contract to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the County's obligations thereunder, a Deed of Trust conveying a lien and interest in the Site, including the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the County under the Contract.

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

Section 3. ***Direction to Retain Bond Counsel, Financial Advisor and Underwriter.*** That the County Manager and the Finance Director, with advice from the County Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, as bond counsel; Stifel, Nicolaus and Company, Incorporated, Charlotte, North Carolina, as financial advisor; and PNC Capital Markets LLC, Charlotte, North Carolina, and Robert W. Baird & Co., Incorporated, as underwriters.

Section 4. ***Public Hearing.*** That a public hearing (the "*Public Hearing*") shall be conducted by the Board of Commissioners on March 2, 2020 at 5:30 p.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, Hendersonville, North Carolina, concerning the Contract, the Deed of Trust, the proposed Project and any other transactions contemplated therein and associated therewith.

Section 5. ***Notice of Public Hearing.*** That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published once in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

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

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

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

AYES:

ALL

NAYS:

NONE




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

I, TERESA WILSON, Clerk to the Board of Commissioners of the County of Henderson, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HENDERSON, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO”** adopted by the Board of Commissioners of the County of Henderson, North Carolina at a meeting held on the 6th day of January, 2020.

*WITNESS* my hand and the corporate seal of the County of Henderson, North Carolina, this the 3rd day of February, 2020.

(SEAL)



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

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

At its February 3, 2020 meeting, the Board of Commissioners (the "*Board of Commissioners*") of the County of Henderson, North Carolina (the "*County*") adopted a resolution which:

1. Authorized the County to proceed to pay the capital costs of renovation and expansion of Hendersonville High School (the "*Project*"), pursuant to an installment financing contract (the "*Contract*"), in a principal amount not to exceed \$65,750,000 under which the County will make certain installment payments in order to make the Project available to the County;

2. Authorized the County to proceed to provide, in connection with the Contract, as grantor, a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") under which the real property on which Hendersonville High School is located (the "*Site*"), as set forth below (the "*Mortgaged Property*"), will be mortgaged by the County to create a lien thereon for the benefit of the entity, or its assigns, providing the funds to the County under the Contract.

Hendersonville High School is located at 1 Bearcat Boulevard, Hendersonville, North Carolina 28791. The Mortgaged Property will be subject to the mortgage provided in the Deed of Trust. On payment by the County of all installment payments due under the Contract, the Deed of Trust and any lien created thereunder will terminate and the County's title to the Mortgaged Property will be unencumbered. The Project will be owned by the County and leased to Henderson County Board of Public Education.

*NOTICE IS HEREBY GIVEN*, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on March 2, 2020 at 5:30 p.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina 28792, a public hearing will be conducted concerning the approval of the execution and delivery of the Contract and the County's financing of the Project. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract and the Project to be financed thereby.

/s/ Teresa Wilson

Clerk to the Board of Commissioners  
County of Henderson, North Carolina

Published: February \_\_\_, 2020

# 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.gov

GRADY H. HAWKINS  
Chairman  
WILLIAM G. LAPSLEY  
Vice-Chairman

J. MICHAEL EDNEY  
REBECCA K. MCCALL  
CHARLES D. MESSER

February 3, 2020

Home Trust Bank  
876 Brevard Road  
Asheville, NC 28806

Dear Sirs:


Reference: Municipal Lease and Option Agreement between Home Trust Bank and Etowah-Horseshoe Volunteer Fire & Rescue Department, Inc.

As the Chairman of the County Commissioners of Henderson County, this letter is to advise you that Etowah-Horseshoe Volunteer Fire & Rescue Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.

Sincerely,

  
Grady Hawkins, Chairman  
Henderson County Board of Commissioners

STATE OF NORTH CAROLINA

LEASE

COUNTY OF HENDERSON

THIS LEASE, entered into as of the 2nd day of March, 2015, by and between Roy Dalton (hereinafter "Landlord"), and Henderson County, North Carolina, (hereinafter "Tenant");

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described real property located in Henderson County, North Carolina, on the terms and conditions hereafter set forth.

1. LEASED PREMISES; USE OF PREMISES. Landlord hereby leases, demises and leases unto Tenant, and Tenant hereby leases from Landlord, for the purposes set forth herein, the parcel of (the "Premises") measuring approximately one hundred fifty (150) feet by one hundred fifty (150) feet of Henderson County parcel number (REID) 1014361, as shown on the drawing attached hereto as Exhibit "A".

The Premises shall be used for the maintenance of the existing communications tower ("the Tower") and all reasonably related purposes. Tenant shall have the right to reasonably keep clear the Premises, access road, guy anchor locations and any utility easement areas of trees, bushes, rocks, and other conditions affecting the use of the Premises. Landlord has no obligation to clear or keep clear the Premises. Tenant shall have the following rights and obligations with respect to the Premises and the Tower:

A. To construct a fence around Tower and any buildings constructed on the Premises, of a design and size meeting industry standards in the communications tower industry, intended to keep persons who do not have Tenant's permission to enter from entering the Premises;

B. To provide adequate warning signs of a size and design consistent with industry standards, and surrounding the Premises to discourage people attempting to enter the Premises;

C. To construct and maintain adequate anchors and guy wires pursuant to industry standards to hold the Tower in place, given its location at the top of a mountain, and to prevent injury to persons or property;

D. To undertake other practical measures consistent with industry standards to prevent unauthorized persons from entering the Premises, and sustaining injury from the Tower or its guy wires.

2. ACCESS TO PREMISES. Tenant shall have access for purposes of ingress, egress, and regress to the Leased Premises over the existing road and/or a road to be constructed by Lessee serving the Tower site. The Landlord assumes no responsibility for the construction or maintenance of said road, which construction and maintenance shall be the sole responsibility of the Lessee. Tenant shall have the right to maintain and repair said roadway, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct a/Tenant's business and for electricity, water, telephone and gas.

3. UTILITIES. Tenant shall be responsible to obtain and pay for service for all utilities required by Tenant for the operation of its Tower.

4. PARKING. Tenant shall have the right to reasonably park vehicles on or about the Premises and the lands immediately adjacent thereto during periods of construction, site inspections, and at times of necessary repair work. Notwithstanding anything to the contrary contained herein, Tenant shall not at any time interfere with the properties or operations of the remaining property of the Landlord or that of any adjoining property owner.

5. GUY WIRES. Tenant intends to build a self-supporting tower on site but shall retain the right to run reasonable and necessary guy wires from the Tower to be constructed on the Premises, over, and across the adjoining lands of Landlord as may be reasonably necessary for the proper support of the Tower, including at such points the rights to install anchors of such size and materials as shall be necessary to secure the guy wires. The guy wires and anchors shall be located in a manner consistent with communications tower industry standards, but the Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocate the same within the boundaries of the Premises. Tenant may relocate such guy wires and anchors only after receiving the written consent of Landlord. In no event shall the Tower exceed 150 feet in height, unless approved by Landlord.

6. LEASE TERM. This Lease is acknowledged by both parties as operating to extend a previous lease between the parties. This Lease shall have a term of five (5) years, commencing on March 1, 2020. This Lease shall automatically renew for five (5) additional five (5) year terms and may continue thereafter unless either party gives the other at least six (6) months' written notice immediately prior to the end of any five (5) year term of their intent not to allow renewal of the Lease.

7. RENT. The Tenant shall make annual payments to the Landlord, in advance, in the sum of Seven Thousand Nine Hundred Twenty Dollars (\$7,920.00). Tenant shall be solely responsible for all costs in connection with the Tower and operation thereof. For the year beginning March 1, 2020, the Tenant has already paid Seven Thousand Two Hundred Dollars (\$7,200.00), and will pay the remaining Seven Hundred Twenty Dollars (\$720.00) by March 1,

2020, with subsequent annual payments of Seven Thousand Nine Hundred Twenty Dollars (\$7,920.00) being due on January 1 of each subsequent year.

8. **PERMITTED ACCESS.** Landlord shall be able to access the Tower site at any reasonable time to inspect the site and ensure the terms of this lease are in order.

9. **LANDLORD'S OTHER LANDS.** Tenant may enter upon the adjacent or nearby lands of landlord from and after the date of execution of the Lease by Landlord solely for the purpose of making surveys and conducting soil, engineering and other tests to the extent reasonably necessary for said surveys or soil, engineering and other tests.

10. **ASSIGNMENT; SUBLEASING.** Tenant shall not have the right, at any time, to assign this Lease, or sublet the Premises, in whole or in part, without first obtaining Landlord's written consent. Provided, that Tenant shall have the right to allow any emergency service agency serving the area to include their equipment within Tennant's building and tower without additional consent.

11. **SUCCESSORS AND ASSIGNS.** During the lease term Tenant shall peacefully and quietly enjoy the Premises, and easements granted hereunder, subject to the terms of this Lease. All the terms covenants and conditions of this Lease shall inure to the benefit of and shall be binding upon the parties hereto, their heirs and assigns, and shall be deemed to run with the land.

12. **DEFAULT.** Tenant shall be deemed to be in default of this Lease if Tenant fails to correct any default after Landlord has given Tenant written notice of any default hereunder and Tenant has failed to cure the same within thirty (30) days after receipt of such notice. Upon default by Tenant, Landlord shall have the right, at Landlord's option, to declare this Lease at an end or to re-enter the Premises and take possession thereof, or to take any other action which may be necessary or desirable for the enforcement of any right or remedy allowed Landlord by this Lease Agreement or bylaw.

13. All correspondence relating to this Lease shall be sent to the following addresses:

Landlord: Mr. Roy Dalton  
2160 Gilliam Mountain Road  
Hendersonville, NC 28792

Tenant: Henderson County Emergency Services  
1 Historic Courthouse Square  
Hendersonville, NC 28793

14. **IMPROVEMENTS.** All improvements including buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant upon the

Premises or the guy anchor locations shall remain personal property of Tenant, shall be removed by Tenant upon the expiration of the Lease and any additional renewals thereof. Tenant shall repair the Premises upon the removal of any such improvements at Tenant's expense, leaving the Premises in the same condition as at the commencement of the Lease.

15. INDEMNIFICATION. Tenant shall be in exclusive control and possession of the Premises. Landlord shall not be liable for any injury or damages to any property or any person on or about the Premises, nor for any injury or damage to any property of Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, including reasonable attorneys' fees and other costs of representation, which may arise out of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invitees. Tenant represents that it is insured with liability insurance in an amount equal to \$1,000,000, and that it will maintain said liability insurance with coverage in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate.

16. GOVERNING LAW. This Lease shall be governed by the laws of the State of North Carolina.

17. REGULATIONS. Tenant shall comply with all governmental regulations, rules and laws, and shall obtain any necessary licenses to construct the Tower on the Premises as required by the Federal Aviation Authority, or other governmental entity. Tenant covenants that it will use the leased premises in accordance with all relevant governmental authority and shall not violate any law, regulation or other governmental code with respect to the use of the premises.

IN WITNESS WHEREOF, this lease has been executed as of the day and year first written above.

\_\_\_\_\_  
ROY DALTON [SEAL]

HENDERSON COUNTY

By: Steve Wyatt  
STEVE WYATT, County Manager

North Carolina, Henderson County.

I \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official seal)

\_\_\_\_\_  
Signature, Notary Public

\_\_\_\_\_  
Print Name, Notary Public

My Commission expires: \_\_\_\_\_

North Carolina, <sup>Poik</sup>~~Henderson~~ County.

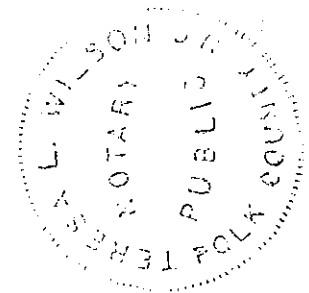
I Teresa L. Wilson, do hereby certify that Steve Wyatt personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal this the 3<sup>rd</sup> day of February, 2020.

(Official seal)

Teresa L. Wilson  
Signature, Notary Public

Teresa L. Wilson  
Print Name, Notary Public

My Commission expires: 10/15/2021





STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**MEMORANDUM OF LEASE**

Roy Dalton hereby lease to Henderson County for a term beginning the 2nd day of March 2020 and continuing for a period of five (5) years , including 5 additional 5 year renewals, the following property:

BEING described as a 150ft by 150ft section of Henderson County parcel number (REID) 1014361, recorded in Deed Book 1174 Page 035, which is further described in Exhibit A.

The provisions set forth in a written lease agreement between the parties dated the 2nd day of March, 2015, are hereby incorporated by reference in this memorandum.

\_\_\_\_\_  
ROY DALTON [SEAL]

HENDERSON COUNTY

By: Steve Wyatt  
STEVE WYATT, County Manager

North Carolina, Henderson County.

I \_\_\_\_\_, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument. Witness my hand and (where an official seal is  
required by law) official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Official seal)

\_\_\_\_\_  
Signature, Notary Public

\_\_\_\_\_  
Print Name, Notary Public

My Commission expires: \_\_\_\_\_

North Carolina, <sup>Polk</sup> Henderson County.

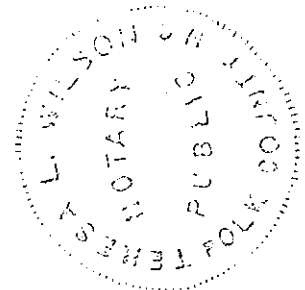
I Teresa L. Wilson, do hereby certify that  
Steve Wyatt personally appeared before me this day and acknowledged  
the due execution of the foregoing instrument. Witness my hand and (where an official seal is  
required by law) official seal this the 3rd day of February, 2020.

(Official seal)

Teresa L. Wilson  
Signature, Notary Public

Teresa L. Wilson  
Print Name, Notary Public

My Commission expires: 10/15/2021





**NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT  
MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2020**

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**FOR**

**HENDERSON COUNTY**

**THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:**

**WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;**

**WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:**

- 1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;**
- 2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;**
- 3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;**
- 4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;**

**WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;**

**WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and**

**WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;**

**THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:**

**SECTION I. DEFINITIONS**

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident. "Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

**SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

### **SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

**A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** Recipient shall set forth requests as follows:

(i) **REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY:** Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) **REQUESTS MADE DIRECTLY TO PROVIDER:** Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) **RECORD OF REQUESTS TO BE PROVIDED:** A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

**B. REQUIRED INFORMATION:** Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. **Stricken Area and Status:** A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. **Infrastructure Systems:** Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. **Provider's Traveling Employee Needs--**Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. **Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. **Meeting Time and Place:** An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

**C. STATE AND FEDERAL ASSISTANCE:** Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

**SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

#### **SECTION V. SUPERVISION AND CONTROL**

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

#### **SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

#### **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this



section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting - If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

#### **SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES**

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

#### **SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for

the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

**SECTION X. IMMUNITY**

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

**SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

**SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT**

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

**SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

**SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

**SECTION XV. HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

**SECTION XVII. EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE  
AGREEMENT REVISION 2020

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary  
Department of Public Safety

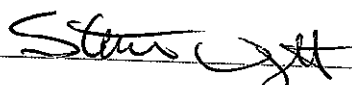
Date:

BY:

Michael A. Sprayberry, Director  
Division of Emergency Management

Date:

BY:

  
Chief Executive Officer/Local Government


Name: Steve Wyatt

Title: County Manager

Name of Unit: Henderson County

Date: February 3<sup>rd</sup>, 2020

WITNESS:



APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel  
Department of Public Safety

Date:





STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON COUNTY

BEFORE THE HENDERSON COUNTY  
BOARD OF COMMISSIONERS

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IN THE MATTER OF THE ADVERTISEMENT OF TAX LIENS

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ORDER

Having received the report of the Henderson County Tax Collector dated February 3, 2020, which report indicates that there exist unpaid taxes for Tax Year 2019 of \$4,571,718.24, it appears to the Board of Commissioners of Henderson County and the Board so finds that it is appropriate and necessary to advertise, pursuant to N.C. Gen. Stat. §105-369, Tax Liens on Real Property for Failure to Pay Taxes.

WHEREFORE, IT IS ORDERED that the Henderson County Tax Collector proceed to advertise the tax liens pursuant to N.C. Gen. Stat. §105-369.

Unanimously adopted, this 3<sup>rd</sup> day of February 2020.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: Grady Hawkins  
GRADY HAWKINS, Chairman

Attest:

Teresa L. Wilson  
TERESA L. WILSON, Secretary to the Board



**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** Planned Projects

*Please make the following line-item transfers:*

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

Account	Line-Item Description	Amount
<u>215400-598011</u>	<u>Transfer to General Fund</u>	<u>\$525,217</u>
<u>115419-535103</u>	<u>Planned Projects</u>	<u>\$525,217</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	<b>TOTAL</b>	_____

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

Account	Line-Item Description	Amount
<u>114980-402100</u>	<u>Transfer from Capital Reserve Fund</u>	<u>\$525,217</u>
<u>214400-401000</u>	<u>Fund Balance Appropriated</u>	<u>\$525,217</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	<b>TOTAL</b>	_____

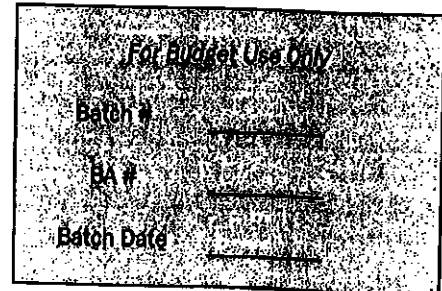
**Justification:** *Please provide a brief justification for this line-item transfer request.*

Appropriation from the Capital Reserve Fund to pay the design build contractor for the Health and Human Services building upfit.

Budget Office 1/29/2020  
 Authorized by Department Head \_\_\_\_\_ Date \_\_\_\_\_

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

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







## RESOLUTION 2020 CENSUS PARTNERSHIP

**WHEREAS**, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provide a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

**WHEREAS**, Henderson County is committed to ensuring every resident is counted;

**WHEREAS**, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data;

**WHEREAS**, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils, and voting districts;

**WHEREAS**, information from the 2020 Census and American Community survey are vital tools for economic development and increased employment;

**WHEREAS**, the information collected by the census is confidential and protected by law;

**WHEREAS**, a united voice from business, government, community-based and faith-based organizations, educators, media, and others will enable the 2020 Census message to reach more people;

**NOW THEREFORE, BE IT RESOLVED** by the Henderson County Board of Commissioners that Henderson County is committed to partnering with the U.S. Census Bureau and the State of North Carolina and will as follows:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
3. Provide Census advocates to speak to County and Community Organizations.
4. Support Census takers as they help our County complete an accurate count.
5. Strive to achieve a complete and accurate count of all persons within our borders.

THIS the 3<sup>rd</sup> day of February 2020.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

BY: \_\_\_\_\_

*Grady Hawkins*  
Grady Hawkins, Chairman

ATTEST:

*Teresa L. Wilson*  
Teresa L. Wilson, Clerk to the Board

[COUNTY SEAL]



**RESOLUTION FOR CREATION OF THE 2020 HENDERSON COUNTY COMPLETE COUNT COMMITTEE**

**WHEREAS**, the U.S. Census bureau is required by the U.S. Constitution to conduct a count of all persons;

**WHEREAS**, the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to ensure a complete and accurate count;

**WHEREAS**, the Henderson County Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

**WHEREAS**, the Henderson County Complete Count Committee will work with the Census Bureau and the State of North Carolina to strive for an accurate count;

**NOW THEREFORE, BE IT RESOLVED** by the Henderson County Board of Commissioners establishes the Complete Count Committee of Henderson County.

**THIS** the 3<sup>rd</sup> day of February 2020.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

**BY:**

Grady Hawkins  
Grady Hawkins, Chairman

**ATTEST:**

Teresa L. Wilson  
Teresa L. Wilson, Clerk to the Board

[COUNTY SEAL]

**DURING THE FEBRUARY 3, 2020 MEETING, THE BOARD ENACTED THE FOLLOWING**

**2020.15** RESOLUTION OF APPRECIATION – Rufus ‘Pooch” Pace

**2020.16** 2<sup>ND</sup> AMENDMENT RESOLUTION

**2020.17** Public Hearing for Land Development Code (LDC) Text Amendments (TX-2019-02) - (conditional zoning districts, removing the mixed use district option, expanding notice requirements, CCP reference, and soil erosion and sedimentation control regulations)

**2020.18** Pending Releases & Refunds

**2020.19** Solid Waste Budget Amendment

**2020.20** Adopt financing resolution for Hendersonville High School construction project

**2020.21** Compliance Change to Federal Law

**2020.22** Budget Amendment – Appropriated Fund Balance for Mud Creek Greenway Feasibility Study grant match

**2020.23** TAX COLLECTOR’S REPORT – ORDER ADVERTISING TAXES