

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY

### BOARD OF COMMISSIONERS

**MEETING DATE:** October 20, 2021  
**SUBJECT:** Lease agreement with City of Hendersonville  
**PRESENTER:** Jimmy Brissie  
**ATTACHMENT(S):** Draft lease

#### **SUMMARY OF REQUEST:**

During the construction period of a new fire station for the City of Hendersonville, the City will be in need of space to house firefighting apparatus and firefighters in an area that will be near where they are likely to be needed. This proposal would allow currently available space in the County's Thompson Emergency Services Center to be used for that purpose.

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

#### **BOARD ACTION REQUESTED:**

Approval of the proposed lease.

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

***I move that the Board approve the proposed lease with the City of Hendersonville.***

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

### LEASE AGREEMENT

This Interlocal Agreement, pursuant to Article 12 of Chapter 160A, is made by and between the County of Henderson, a body corporate and politic of the State of North Carolina (the "County") and the City of Hendersonville, a municipal corporation of the State of North Carolina (the "City").

#### Facts Leading to Agreement

A. The City needs additional space to house firefighting apparatus and firefighters during the period of the construction of their new fire department building in northern Hendersonville.

B. The County has space in its Thomas H. Thompson Emergency Services Center (the "Thompson Center") which could in the short-term house the apparatus and firefighters of the City.

#### Statement of Agreement

The parties agree, pursuant to N.C. Gen. Stat. §160A-274, as follows:

1. The County hereby leases to the City the following spaces office space in the Thompson Center (hereafter the "leased premises"):

A. Apparatus parking and equipment storage as shown on attachments 1 and 2.

B. Firefighter berthing, equipment storage, and shared kitchen facilities as shown on attachments 1 and 3.

C. Firefighter parking as shown on attachment 4.

2. This lease shall begin October 1, 2021, and shall end September 30, 2023 .

3. The City will pay to the County as rent the sum of One Dollar (\$1.00) per year.

4. The City will be responsible for installation and payment for the cost of the following:

A. Such internet and cable television service as it desires in the leased premises during the term of this Agreement.

B. Such wall and floor coverings, and such additional lighting for the berthing and other space as it desires.

C. Such radio and other communication facilities and equipment (including speakers) as it desires, to the extent that the same does not conflict or interfere with the existing communication facilities and equipment in the Thompson Center.

5. The City will be responsible for the repair of any property damaged by them during the term of this Agreement. It is anticipated by the parties that this may include the repair and repaving of the access (including roads for ingress and egress, and any turn-around area) to the apparatus parking area, at the end of the term of this agreement.

Executed with authority of their respective governing boards, this the \_\_\_\_\_ day of September, 2021.

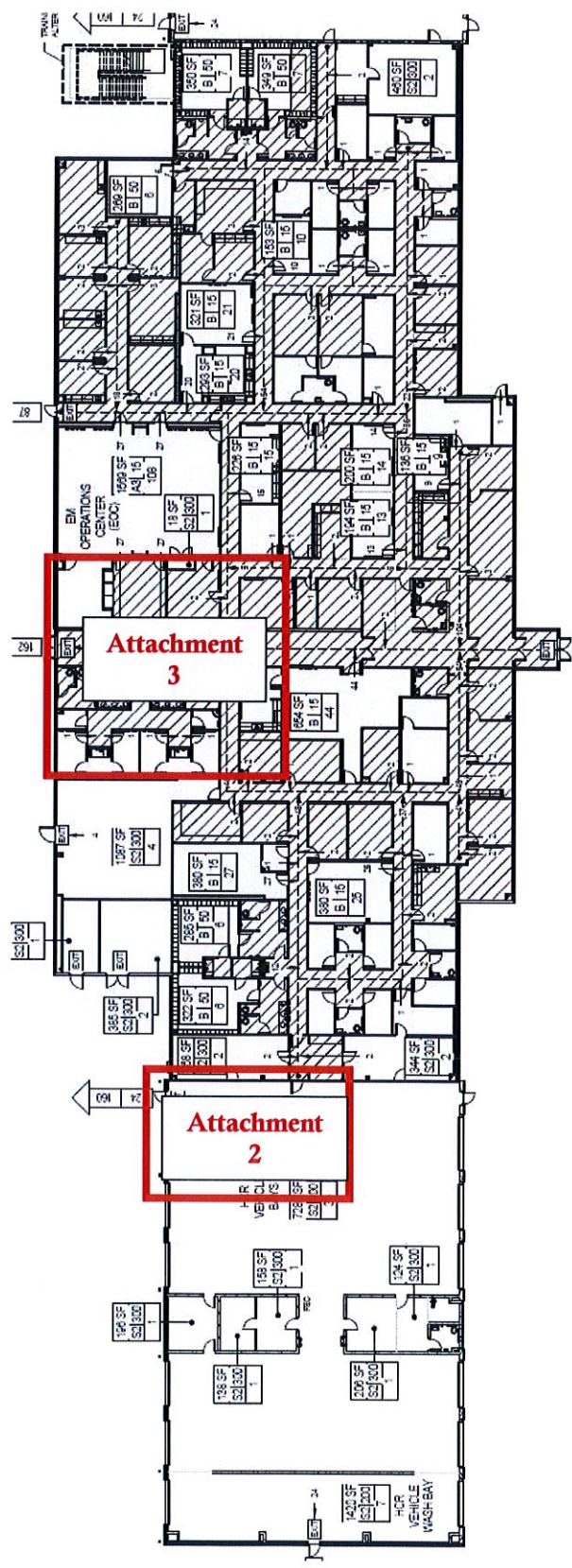
**COUNTY OF HENDERSON**

**CITY OF HENDERSONVILLE**

By: \_\_\_\_\_  
JOHN MITCHELL  
County Manager

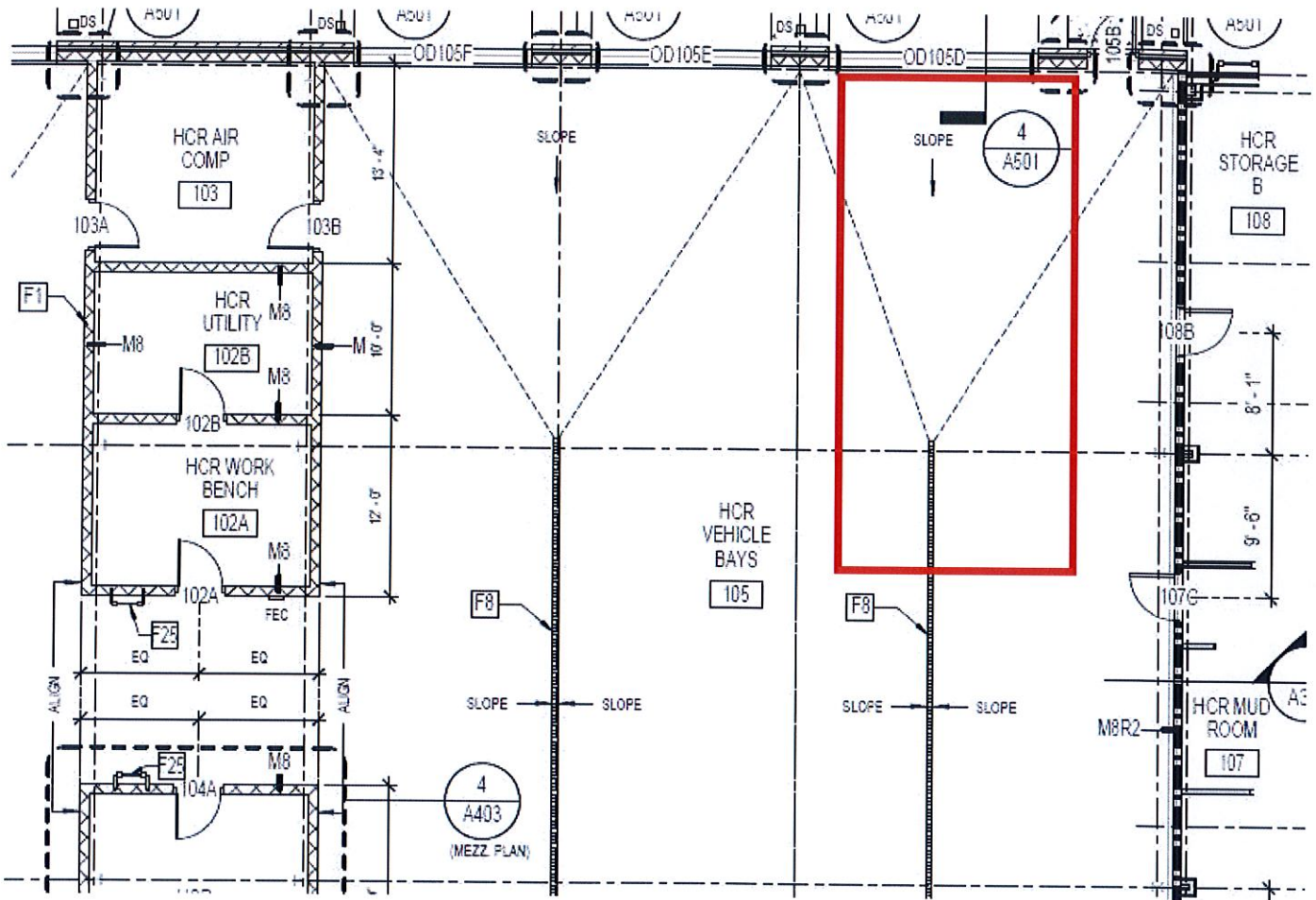
By: \_\_\_\_\_  
JOHN F. CONNET  
City Manager

Attachment 1  
Building Scope



Attachment 2

Apparatus Parking







Attachment 4  
Staff Parking

