

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** January 3, 2022

**SUBJECT:** Amendment of Interlocal Agreement with Tourism Development Authority

**PRESENTER:** Charles Russell Burrell

**ATTACHMENT(S):** Proposed amendment

**SUMMARY OF REQUEST:**

The Tourism Development Authority has proposed an amendment to their agreement with the County to fix the rent for the next thirty years, in return for long-term investment in the structure by the Authority.

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

**BOARD ACTION REQUESTED:**

Adoption of the proposed amendment

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

***I move that the Board adopt the proposed amendment of the Interlocal Agreement with the Tourism Development Authority.***

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

**FIRST AMENDMENT TO  
INTER-LOCAL AGREEMENT**

THIS FIRST AMENDMENT TO INTER-LOCAL AGREEMENT, DATED JULY 1, 2014 (“Amendment”) shall be effective the 3rd day of January, 2022, by and between the Henderson County Tourism Development Authority, a public authority under the North Carolina Local Government Budget and Fiscal Control Act (“HCTDA”) and the County of Henderson, a body corporate and politic (“County”). Each of HCTDA and the County shall be a “Party” and collectively the “Parties”.

**BACKGROUND**

1. The Parties entered into an Inter-Local Agreement, effective July 1, 2014, but signed January 28, 2014 (the “Inter-Local Agreement”).
2. The Parties now desire to amend the terms of the Inter-Local Agreement, as stated herein.
3. The Parties have authority to enter into this agreement as an Inter-Local Agreement and as a long-term lease authorized by N.C. Gen. Stat. §§ 160A-272(b1), 160A-179 and 160A-267.

**AMENDMENTS**

The Parties hereby agree to delete Paragraph 3 of the Second Agreement entirely and replace it with the following:

3. HCTDA Headquarters:
  - a. HCTDA shall use as HCTDA headquarters, and the County shall permit the HCTDA to use, the real property facilities located at 201 South Main Street, Hendersonville, North Carolina (“201 South Main”).
  - b. HCTDA will pay to the County as rent the sum of \$90,000 per year.
  - c. Regular upkeep and maintenance on 201 South Main will remain the responsibility of the HCTDA. However, non-emergent repairs and maintenance of the type and scope normally performed by County maintenance personnel on other County-owned buildings will be performed on 201 South Main by such personnel, with the cost of materials assessed to the HCTDA.
  - d. The County hereby acknowledges that HCTDA has and will continue to invest significant resources to the purchase, maintenance, and improvement of 201 South Main, and in exchange for such investment, the County shall permit HCTDA the exclusive right to use 201 South Main until January 1, 2050 and shall not increase the annual rental owed by HCTDA during this period.

e. After January 1, 2050, should either party decide to terminate this HCTDA Headquarters provision, such party shall give the other party no less than 180 days' advanced notice to vacate the premises.

This Amendment to be effective as of the date above.

COUNTY OF HENDERSON

By: \_\_\_\_\_  
William Lapsley, Chairman  
Board of Commissioners

By: \_\_\_\_\_  
John Mitchell  
County Manager

HENDERSON COUNTY TOURISM DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Debi Smith, Chair, Board of Directors

By: \_\_\_\_\_  
Michelle Owens, Executive Director