

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
WEDNESDAY, JULY 17, 2024**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 9:30 a.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were Chairman Rebecca McCall, Vice-Chair J. Michael Edney, Commissioner William Lapsley, Commissioner Daniel Andreotta, Commissioner David Hill, County Manager John Mitchell, Assistant County Manager Chris Todd, Financial Services Director Samantha Reynolds, Public Safety Director Jimmy Brissie, Attorney Russ Burrell, and Clerk to the Board Denisa Lauffer.

Budget Manager/Internal Auditor Sonya Flynn, Budget Analyst Jennifer Miranda, County Engineer Marcus Jones, A/V Technician Oscar Guerrero, Finance Director Rany Cox, Soil and Water Conservation District Director/Conservationist Director Jonathan Wallin, Betsy Gerwig, Director of Facility Services Andrew Griffin, Project Superintendent Brian Cotton, Planner Liz Hanson, Tax Administrator Harry Rising, Deputy Tax Collector Luke Small, Register of Deeds Lee King, Planning Director Autumn Radcliff, Code Enforcement Director Matt Champion, DSS Director Jerrie McFalls, DSS Deputy Director Lorie Horne, Parks and Recreation Director Bruce Gilliam, Park Maintenance Supervisor Jason Kilgore, Strategic Behavioral Health Director Jodi Grabowski, Human Resources Director Karen Ensley, Building Services Director Crystal Lyda, Fire Marshal Kevin Waldrup, Soil and Water Director Jonathon Wallin, Sheriff Lowell Griffin, Parks and Recreation Director Bruce Gilliam, and Deputy Tracy Davis provided security.

CALL TO ORDER/WELCOME

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

INVOCATION

Rev. Megan McMillan with Mills River Presbyterian Church provided the invocation.

PLEDGE OF ALLEGIANCE

Commissioner Andreotta led the Pledge of Allegiance to the American Flag.

RESOLUTIONS AND RECOGNITIONS

2024.083 Resolution of Appreciation – Jerrie McFalls

The Henderson County Board of Commissioners was requested to adopt the Resolution of Appreciation for Jerrie McFalls. Jerrie McFalls will retire on July 31st, having been with Henderson County since January 14, 1980. Jerrie McFalls has served many roles during her tenure with Henderson County, including Social Work Trainee, Social Worker I – III, Social Work Supervisor I – III, Social Work Program Administrator, County Social Services Interim Director, and County Social Services Director.

RESOLUTION OF APPRECIATION

JERRIE MCFALLS, DEPARTMENT OF SOCIAL SERVICES DIRECTOR

WHEREAS, Jerrie McFalls was hired as Social Work Trainee for Henderson County on January 14,

Approved: August 5, 2024

1980.

WHEREAS, In July 1980, Jerrie McFalls was promoted to Social Worker ; and

WHEREAS, In June 1986, Jerrie McFalls was promoted to Social Work Supervisor; and

WHEREAS, In March 2008 was promoted to Social Work Program Administrator; and

WHEREAS, In December 2015 was promoted to Interim Social Services Director; and

WHEREAS, In July 2016 was promoted to Henderson County Social Services Director; and

WHEREAS, Jerrie McFalls earned a Bachelor of Science degree from Western Carolina University with a concentration in Social Work; and

WHEREAS, Jerrie McFalls has served in various community and civic organizations, including Community Child Protection Team, Child Fatality Prevention Team, Domestic Violence Task Force/Supported Task Force, Partnership for Health, and the Henderson County Substance Abuse Task Force; and

WHEREAS, Jerrie McFalls has participated in professional memberships, including the Academy of Certified Baccalaureate Social Works and, the North Carolina Association of County Directors of Social Services (NCACDSS), and

WHEREAS, Jerrie McFalls will retire from service with Henderson County and its citizens on July 31, 2024, currently as the longest-tenured Henderson County employee with more than 44 years of dedicated full-time continuous service; and

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners expresses their deep admiration for the experience and wisdom that Jerrie McFalls has brought her service with Henderson County. On behalf of the citizens and staff of Henderson County, we appreciate and commend you on a job well done, Jerrie McFalls. In witness whereof, I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 17th day of July 2024.

Chairman McCall made the motion to adopt the Resolution of Appreciation for Jerri McFalls. All voted in favor, and the motion carried.

Chairman McCall presented the Resolution to Mrs. McFalls.

INFORMAL PUBLIC COMMENT

1. Chris Walters spoke about religion and politics.
2. Bill Ramsey spoke about the county's need for aquatic facilities.
3. Kate Huscher and Lily Pearson spoke about the county's need for additional soccer fields.
4. Sarah Alholm spoke about the county's need for additional soccer fields.

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5. Chauncey Whiting proposed that the Board consider the addition of lacrosse fields at Berkeley Park.
6. Philip Ellis spoke about the county's need for additional soccer fields.
7. Kurt Maxon spoke about the county's need for additional soccer fields.
8. Lois Vermillion spoke in support of the county's potential purchase of the Etowah Sewer Company.
9. Tricia King discussed the county's need for additional soccer fields, which she said should be at least four additional full-size soccer fields.
10. Annette Huetter spoke in support of the county's potential purchase of the Etowah Sewer Company.
11. Ward Seguin spoke in support of the county's potential purchase of the Etowah Sewer Company. He also informed the Board that the tennis courts at Etowah Park were in disrepair and needed to be resurfaced.
12. Eli Clonch spoke about the county's need for additional soccer fields.
13. Eric Clonch spoke about the county's need for additional soccer fields.

DISCUSSION/ADJUSTMENT OF AGENDA

Commissioner Andreotta pulled consent agenda Item M – Purchase Contract – Property Acquisition and moved to Discussion as Item F.

Commissioner Lapsley made the motion to approve the consent agenda as amended. All voted in favor, and the motion carried.

CONSENT AGENDA

Approval of Minutes

Draft minutes were presented for Board review and approval for the following meeting:
June 19, 2024 – Regularly Scheduled Meeting

Motion:

I move the Board approve the minutes of June 19, 2024.

Tax Collector's Report

The report from the Tax Collector was provided for the Board's information.

Please find outlined below collections information through June 30, 2024 for 2023 real and personal property bills mailed on August 21, 2023. Vehicles taxes are billed monthly by NC DMV.

Henderson County Annual Bills (Real and Personal Property):

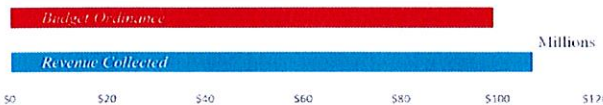
2023 Beginning Charge:	\$99,218,816.55		Unpaid 0.65%
Discoveries & Imm.	\$216,128.76		
Releases & Refunds:	(\$319,931.86)		
<u>Net Charge:</u>	<u>\$99,115,013.45</u>		
Unpaid Taxes:	\$643,011.14		
Amount Collected:	\$98,472,002.31	Paid 99.35%	

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

Net Charge:	\$7,528,864.96	99.68%
Unpaid Taxes:	\$24,345.29	
Amount Collected:	\$7,504,519.67	

Henderson County FY24 Budget Analysis:

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$97,695,412.00	Ad Valorem: \$105,976,521.98
Prior Years:	\$1,041,250.00	Prior Years: \$968,412.78
Budget Total:	\$98,736,662.00	YTD Revenue: \$106,944,934.76



County Financial Report/Cash Balance Report – May 2024

The County Financial and Cash Balance reports were provided for the Board’s review.

The following explanations were for departments/programs with higher budgets to actual percentages for May:

- Dues/Non-Profit Contributions – payment of 4th quarter Board appropriations
- Rescue Squad – payment of 4th quarter Board appropriations and timing of reimbursable expenditures
- Mental Health – payment of 4th quarter Board approved appropriation
- Rural Transportation Assistance Program – disbursement of transportation funds
- Juvenile Justice Programs – disbursement of juvenile detention fees
- Public Education – payment of 10 of 10 annual appropriations made to the public school system
- Debt Service – disbursement of all annual debt service payments
- Interfund Transfers – timing of board-approved transfers

Year to Date Net Revenues under Expenditures for the Emergency Telephone System (911) Fund were due to utilizing fund balance appropriations for FY24.

Year to Date Net Revenues under Expenditures for the Misc. Other Governmental Activities Fund were due to approved release of Improvement Guarantee in FY24.

HENDERSON COUNTY FINANCIAL REPORT MAY 2024						
GENERAL FUND REVENUES						
	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
General Fund	205,677,904.00	7,788,780.18	178,351,463.79	86.7%	-	178,351,463.79
GENERAL FUND EXPENDITURES						
	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
Governing Body	695,655.00	33,078.70	522,738.06	75.14%	147.25	522,885.32
Dues/Non-Profit Contribution	829,896.00	993.94	800,235.02	96.43%	-	800,235.02
County Manager	470,511.00	24,575.58	284,002.42	60.36%	-	284,002.42
Administrative Services	823,862.00	55,885.38	743,468.85	90.24%	-	743,468.85
Human Resources	1,442,456.00	101,224.31	1,270,962.85	88.11%	17,028.40	1,287,991.25
Elections	1,127,819.00	84,280.80	951,195.75	84.34%	12,771.25	963,967.01
Finance	1,344,653.00	88,758.30	1,162,652.51	86.46%	-	1,162,652.51
County Assessor	2,133,023.00	149,743.20	1,650,212.54	78.77%	-	1,650,212.54
Tax Collector	589,966.00	39,949.50	466,528.59	79.14%	-	466,528.59
Legal	1,096,063.00	82,641.07	956,723.05	88.09%	-	956,723.05
Register of Deeds	726,643.00	42,160.52	634,910.01	87.38%	-	634,910.01
Facility Services	6,367,233.00	412,970.27	4,385,132.59	69.07%	494,924.98	4,870,057.57
Garage	553,002.00	33,435.47	363,282.00	65.69%	-	363,282.00
Court Facilities	153,000.00	15,479.70	118,236.65	77.28%	4,426.00	122,662.65
Information Technology	6,621,962.00	243,826.34	4,763,203.12	71.93%	213,106.24	4,976,309.36
Sheriff Department	23,943,857.00	1,694,395.66	20,350,339.12	84.99%	418,961.67	20,769,300.79
Detention Facility	6,810,459.00	401,459.42	5,355,406.26	78.64%	137,148.15	5,492,554.42
Emergency Management	927,618.00	63,833.82	710,620.80	76.61%	85,220.90	795,841.70
Fire Services	1,115,871.00	86,993.12	671,328.71	60.16%	20,304.31	691,633.02
Building Services	1,655,748.00	118,894.30	1,413,947.85	85.40%	-	1,413,947.85
Wellness Clinic	1,460,986.00	97,374.81	1,268,103.41	86.80%	21,789.03	1,289,892.44
Emergency Medical Services	12,537,042.00	822,884.44	10,189,848.69	81.28%	30,557.23	10,220,405.82
Animal Services	963,795.00	63,912.37	703,787.72	73.02%	25,227.53	729,015.25
Rescue Squad	757,750.00	(277.70)	767,191.63	101.25%	-	767,191.63
Forestry Services	151,972.00	5,562.40	39,909.60	25.26%	-	39,909.60
Soil & Water Conservation	1,009,983.00	305,804.46	658,374.24	69.15%	13,416.00	711,790.24
Planning	1,026,955.00	70,422.27	824,641.83	80.30%	5,400.00	830,041.83
Code Enforcement Services	331,303.00	22,095.07	267,702.56	80.80%	-	267,702.56
Site Development	331,040.00	15,546.54	251,238.88	75.85%	1,831.90	253,070.78
Heritage Museum	100,000.00	8,333.33	91,666.63	91.67%	-	91,666.63
Cooperative Extension	682,639.00	59,856.18	621,748.49	91.08%	-	621,748.49
Project Management	267,360.00	22,267.38	254,676.55	76.55%	-	254,676.55
Economic Development	945,777.00	97,500.50	822,658.05	84.86%	-	822,658.05
Agri - Business	220,084.00	-	170,000.00	77.24%	-	170,000.00
Public Health	12,403,028.00	863,259.60	9,422,550.55	75.97%	251,245.66	9,683,796.11
Environmental Health	1,876,787.00	125,025.73	1,548,185.58	82.49%	-	1,548,185.58
H&CC Block Grant	844,293.00	66,096.50	734,242.25	86.97%	-	734,242.25
Medical Services - Autopsies	90,000.00	4,350.00	58,550.00	65.06%	-	58,550.00
Strategic Behavioral Health	333,615.00	15,915.30	171,953.62	51.54%	-	171,953.62
Mental Health Services	528,612.00	-	528,612.00	100.00%	-	528,612.00
Rural Transportation Assist Program	201,384.00	26,671.31	194,011.70	96.34%	-	194,011.70
Social Services	22,754,609.00	1,621,456.44	18,325,623.87	80.54%	9,452.87	18,335,076.74
Juvenile Justice Programs	302,020.00	41,831.60	300,133.22	99.38%	-	300,133.22
Veterans Services	245,704.00	14,381.16	184,258.29	74.95%	-	184,258.29
Library	4,249,520.00	360,993.47	3,590,209.60	84.45%	124,230.19	3,714,439.79
Recreation	3,328,931.00	224,796.81	2,621,164.74	78.74%	94,840.66	2,716,005.40
Public Education	40,128,000.00	458,333.33	39,669,666.63	98.86%	-	39,669,666.63
Debt Service	19,178,617.00	5,843,036.34	19,156,033.61	99.88%	-	19,156,033.61
Non-Departmental	4,863,137.00	793,706.69	3,564,281.45	73.29%	-	3,564,281.45
Interfund Transfers	14,143,654.00	1,395,159.84	13,107,652.24	92.68%	-	13,107,652.24
TOTAL	205,677,904.00	17,210,684.77	177,684,109.20		1,982,030.14	179,666,139.34
Net Revenues over (under) Exp.	-	(9,422,104.59)	667,354.59		(1,982,030.14)	(1,314,675.55)

APPROPRIATIONS DETAIL						
	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
SOCIAL SERVICES						
Staff Operations	18,535,353.00	1,288,155.09	15,470,564.17	83.5%	9,452.87	15,480,017.04
Federal & State Programs	4,119,256.00	325,536.74	2,758,853.39	67.9%	-	2,798,853.39
General Assistance	100,000.00	7,804.61	56,206.31	56.2%	-	56,206.31
TOTAL	22,754,609.00	1,621,496.44	18,325,623.87		9,452.87	18,335,076.74
EDUCATION						
Schools Current/Capital Expense	34,628,000.00	-	34,628,000.00	100.0%	-	34,628,000.00
Blue Ridge Community College	5,500,000.00	458,333.33	5,041,666.63	91.7%	-	5,041,666.63
TOTAL	40,128,000.00	458,333.33	39,669,666.63		-	39,669,666.63
DEBT SERVICE						
Public Schools	11,642,875.00	3,599,297.39	11,628,370.25	99.9%	-	11,628,370.25
Blue Ridge Community College	3,297,401.00	1,423,918.98	3,295,973.86	100.0%	-	3,295,973.86
Henderson County	4,238,341.00	819,819.97	4,231,689.50	99.8%	-	4,231,689.50
TOTAL	19,178,617.00	5,843,036.34	19,156,033.61		-	19,156,033.61
INTERFUND TRANSFERS						
Capital Projects Fund	306,116.00	20,833.34	229,166.74	74.9%	-	229,166.74
Capital Reserve Fund	4,603,500.00	383,625.00	4,219,875.00	91.7%	-	4,219,875.00
Fire Districts Fund	20,000.00	-	20,000.00	100.0%	-	20,000.00
HCPSS MRTS	4,603,500.00	383,625.00	4,219,875.00	91.7%	-	4,219,875.00
BRCC MRTS	2,301,750.00	191,812.50	2,109,937.50	91.7%	-	2,109,937.50
Debt Service Fund	1,628,535.00	-	1,628,535.00	100.0%	-	1,628,535.00
Solid Waste	680,263.00	405,263.00	680,263.00	100.0%	-	680,263.00
TOTAL	14,143,664.00	1,385,158.84	13,107,652.24		-	13,107,652.24

SPECIAL REVENUE FUNDS						
	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
FIRE DISTRICTS FUND						
Revenues:	15,915,648.00	162,105.23	16,814,275.22	105.6%	-	16,814,275.22
Expenditures:	15,915,648.00	164,956.02	16,656,458.34	104.7%	-	16,656,458.34
Net Revenues over (under) Exp	-	(2,880.79)	157,816.88		-	157,816.88
REVALUATION RESERVE FUND						
Revenues:	1,510,021.00	139,946.84	1,499,644.18	99.3%	-	1,499,644.18
Expenditures:	1,510,021.00	69,316.20	1,141,777.23	75.6%	10,800.00	1,152,577.23
Net Revenues over (under) Exp	-	70,630.64	357,866.95		(10,800.00)	347,066.95
EMERGENCY TELEPHONE SYSTEM (911) FUND						
Revenues:	346,116.00	4,264.14	43,213.97	12.5%	-	43,213.97
Expenditures:	346,116.00	6,833.87	285,466.81	82.5%	1,843.00	287,309.81
Net Revenues over (under) Exp	-	(2,569.73)	(242,252.84)		(1,843.00)	(244,095.84)
PUBLIC TRANSIT FUND						
Revenues:	1,245,626.00	5,480.51	1,016,124.31	81.6%	-	1,016,124.31
Expenditures:	1,245,626.00	68,259.61	664,609.95	53.4%	-	664,609.95
Net Revenues over (under) Exp	-	(62,779.10)	351,515.36		-	351,515.36
MISC. OTHER GOVERNMENTAL ACTIVITIES						
Revenues:	950,000.00	(48,443.65)	404,393.20	42.1%	-	404,393.20
Expenditures:	950,000.00	66,242.49	505,076.16	52.6%	-	505,076.16
Net Revenues over (under) Exp	-	(114,686.14)	(100,682.96)		-	(100,682.96)
ARPA FUND						
Revenues:	16,692,537.00	119,899.58	22,172,784.87	132.8%	-	22,172,784.87
Expenditures:	16,692,537.00	-	559,992.94	3.4%	-	559,992.94
Net Revenues over (under) Exp	-	119,899.58	21,612,791.93		-	21,612,791.93
DEBT SERVICE FUND						
Revenues:	1,628,535	-	1,628,535.00	100.0%	-	1,628,535.00
Expenditures:	1,628,535	-	-	0.0%	-	-
Net Revenues over (under) Exp	-	-	1,628,535.00		-	1,628,535.00
OPIOID FUND						
Revenues:	596,665.00	18,882.16	3,708,879.83	621.6%	-	3,708,879.83
Expenditures:	596,665.00	24,502.86	206,912.21	34.7%	-	206,912.21
Net Revenues over (under) Exp	-	(5,620.70)	3,501,967.62		-	3,501,967.62

CAPITAL PROJECTS						
	BUDGET	CURRENT MONTH	PROJECT TO DATE	% USED	ENCUMBRANCES	TOTAL
EDNEYVILLE ELEMENTARY SCHOOL PROJECT (1702)						
Revenues:	26,854,136.00	-	27,891,962.18	103.9%	-	27,891,962.18
Expenditures:	26,854,136.00	-	26,959,829.76	100.4%	-	26,959,829.76
Net Revenues over (under) Exp	-	-	932,132.42		-	932,132.42
HENDERSONVILLE HIGH SCHOOL PROJECT - 2019 (1903) - PROJECT COMPLETE						
Revenues:	60,442,694.00	-	61,181,021.22	101.2%	-	61,181,021.22
Expenditures:	60,442,694.00	-	60,940,000.37	100.8%	-	60,940,000.37
Net Revenues over (under) Exp	-	-	241,020.85		-	241,020.85

ENTERPRISE FUNDS						
	BUDGET	CURRENT MONTH	YEAR TO DATE	% USED	ENCUMBRANCES	TOTAL
SOLID WASTE LANDFILL FUND						
Revenues:	10,027,810.00	11,257,895.43	18,820,437.90	187.7%	-	18,820,437.90
Expenditures:	10,027,810.00	2,097,071.73	9,674,658.11	96.5%	8,392,659.58	18,067,717.69
Net Revenues over (under) Exp	-	9,160,823.70	9,145,779.79		(8,392,659.58)	752,720.21
JUSTICE ACADEMY SEWER FUND						
Revenues:	67,739.00	7,916.53	76,900.11	113.5%	-	76,900.11
Expenditures:	67,739.00	10,033.79	40,212.42	59.4%	-	40,212.42
Net Revenues over (under) Exp	-	(2,117.26)	36,687.69		-	36,687.69

**HENDERSON COUNTY
CASH BALANCE REPORT
MAY 2024**

Fund(s)	04/30/24	Debits	(Credits)	05/31/24
	Beg. Cash Balance			Revenues
General	\$ 106,050,169.30	\$ 8,080,704.89	\$ (18,113,273.75)	\$ 96,017,600.44
Special Revenue	46,892,085.29	908,182.41	(530,675.62)	\$ 47,269,592.08
Capital Projects	1,000,279.26	13,164,067.74	(3,285,064.10)	\$ 10,879,282.90
Enterprise	1,891,760.35	849,256.32	(1,733,651.90)	\$ 1,007,364.77
HCPS - Maint. and Repair	10,507,946.88	383,625.00	(592,696.30)	\$ 10,298,875.58
BRCC - Maint. and Repair	2,500,980.98	191,812.50	(132,146.77)	\$ 2,560,646.71
Custodial	524,136.71	248,386.77	(264,908.42)	\$ 507,615.06
Total	\$ 169,367,358.77	\$ 23,826,035.63	\$ (24,652,416.86)	
Total cash available as of 5/31/2024				\$ 168,540,977.54

Motion:

I move that the Board of Commissioners approve the May 2024 County Financial Report and Cash Balance Report as presented.

Henderson County Public Schools Financial Reports - May 2024

The Henderson County Public Schools May 2024 Local Current Expense Fund/Other Restricted Funds Report was provided for the Board’s information.

**HENDERSON COUNTY PUBLIC SCHOOLS
LOCAL CURRENT EXPENSE/OTHER RESTRICTED FUNDS
as of May 31, 2024**

	LOCAL CURRENT EXPENSE FUND		OTHER RESTRICTED FUND		Combined Total	Prior YTD
	Budget	YTD Activity	Budget	YTD Activity		
REVENUES:						
3200 State Sources	\$ -	\$ -	\$ 8,000	\$ 6,263	\$ 6,263	\$ 8,000
3700 Federal Sources-Restricted	-	-	1,522,494	1,169,360	1,169,360	691,150
3800 Other Federal-ROTC	-	-	106,000	130,380	130,380	113,321
4100 County Appropriation	32,878,000	32,878,000	-	-	32,878,000	31,378,000
4200 Local -Tuition/Fees	-	-	55,000	51,750	51,750	46,945
4400 Local-Unrestricted	705,000	578,634	232,298	474,019	1,052,653	736,031
4800 Local-Restricted	-	-	1,513,172	1,243,295	1,243,295	723,406
4900 Fund Balance Appropriated/Transfer From School	2,001,317	-	132,816	43,642	43,642	75,210
TOTAL FUND REVENUES	\$ 35,584,317	\$ 33,456,634	\$ 3,569,780	\$ 3,118,710	\$ 36,575,344	\$ 33,772,105

Approved: August 5, 2024

EXPENDITURES:

	Budget	YTD Activity	Budget	YTD Activity	Combined Total	Prior YTD
Instructional Services:						
5100 Regular Instructional Services	\$ 9,934,650	\$ 6,690,216	\$ 695,806	\$ 421,189	\$ 7,111,405	\$ 6,882,834
5200 Special Populations Services	1,378,356	762,534	937,435	380,754	1,143,288	1,050,099
5300 Alternative Programs and Services	183,243	102,580	377,954	309,191	411,771	297,867
5400 School Leadership Services	3,114,291	2,745,246	12,513	9,904	2,755,150	2,592,602
5500 Co-Curricular Services	890,423	908,841	392,427	402,945	1,311,787	871,399
5800 School-Based Support Services	1,911,109	1,522,099	9,500	7,031	1,529,120	1,357,440
Total Instructional Services	\$ 17,412,102	\$ 12,731,506	\$ 2,425,634	\$ 1,531,014	\$ 14,262,521	\$ 13,052,241
System-Wide Support Services:						
6100 Support and Development Services	\$ 312,404	\$ 270,790	\$ 6,500	\$ 14,641	\$ 285,431	\$ 272,865
6200 Special Population Support	183,034	164,471	116,579	103,174	267,645	205,114
6300 Alternative Programs	106,286	92,942	431	431	93,373	86,023
6400 Technology Support Services	1,287,752	1,220,063	94,784	80,839	1,300,903	1,086,583
6500 Operational Support Services	9,491,369	7,887,822	425,671	382,687	8,270,509	8,003,246
6600 Financial and Human Resource Services	2,346,702	2,062,508	123,292	75,053	2,137,561	2,064,901
6700 Accountability Services	120,174	103,885	1,200	1,200	105,085	190,648
6800 System-Wide Pupil Support Services	415,304	391,296	538	538	391,834	323,419
6900 Policy, Leadership and Public Relations	781,001	627,849	25,970	22,113	649,962	597,917
Total System-Wide Support Services	\$ 15,044,025	\$ 12,821,627	\$ 794,964	\$ 680,676	\$ 13,502,303	\$ 12,831,715
Ancillary Services:						
7100 Community Services	\$ 388	\$ 388	\$ 165,108	\$ 145,951	\$ 146,338	\$ 102,311
7200 Nutrition Services	265,803	97,747	23,725	23,725	121,472	109,207
Total Ancillary Services	\$ 266,190	\$ 98,135	\$ 188,833	\$ 169,676	\$ 267,811	\$ 210,519
Non-Programmed Charges:						
8100 Payments to Other Governments	\$ 2,362,000	\$ 2,336,366	\$ -	\$ -	\$ 2,336,366	\$ 1,825,287
8400 Intertund Transfers	500,000	-	124,350	138,958	138,958	75,238
8500 Contingency	-	-	-	-	-	-
8600 Educational Foundations	-	-	36,000	18,226	18,226	36,090
Total Non-Programmed Charges	\$ 2,862,000	\$ 2,336,366	\$ 160,350	\$ 157,184	\$ 2,493,550	\$ 1,936,616
TOTAL FUND EXPENDITURES	\$ 35,584,317	\$ 27,987,635	\$ 3,569,780	\$ 2,538,550	\$ 30,526,185	\$ 28,031,092

Motion:

I move that the Board of Commissioners approve the Henderson County Public Schools' May 2024 Financial Reports as presented.

2024.084 Juvenile Crime Prevention Council – FY2024 County Funding Plan Revision #2

The Juvenile Crime Prevention Council (JCPC), as part of its annual funding allocations, provides funding for local juvenile crime prevention programs. The JCPC requests the funding plan revision to reallocate funding sources for certain providers. The overall allocation of JCPC funding from the North Carolina Department of Public Safety has not changed. The revisions requested relate to local funding for Kids at Work!, Blue Ridge Literacy Council – At Risk Youth Literacy & Life Skills Program, Aspire Vocational Directions, and Hope Rising – Teen Court Program.

Motion:

I move the Board approve the updated County Funding Plan.

ARPA Project Update – Mills River Tower

Since 2019, Staff have been working diligently with a prospective commercial cellular carrier to expand their service onto our emergency communications tower on Forge Mountain in Mills River. At the direction of the Board, staff have been able to renegotiate the lease with the property owner to allow for commercial co-location and negotiate an agreement with a cellular carrier. This project includes the replacement of the existing tower to support the additional load of a cellular carrier.

The necessary approvals from the FCC and FAA for the tower replacement have been received. The County will publish an RFQ for the construction of a new tower and anticipate presenting a qualified respondent for the Board’s consideration in August. Upon the selection of a contractor, staff will work to develop a construction contract for the Board’s consideration.

An initial project budget of \$150,000 was developed during 2021. It is anticipated that the costs

will exceed the original project budget as the scope has been modified for additional cellular carriers, and additional infrastructure needs have been identified. We also anticipate inflation will impact the original projections.

Staff have identified additional funding for this project and will bring a formal request to the Board as current cost estimates are further defined.

Offer to Purchase Tax-Foreclosed Property

Wawarth, LLC, a California limited liability company, has offered to purchase 0.37 acres located on Central Drive in Laurel Park, Henderson County. This matter was on the agenda for preliminary review and if desired, preliminary acceptance only. The offer included a deposit of \$150.00, based on an offer of \$1,000.00.

Henderson County obtained its interest in this property via a tax foreclosure sale in 1939. No taxes have been received on the property since that time.

If the Board agrees to provisionally accept this offer, it will be subject to a newspaper advertisement and a ten-day period for upset bids.

If an upset bid is received, a new advertisement is placed, and the process continues until the bidding ends. Once done, or if no upset bids are received, the matter comes back before this board for a final decision on the sale.

Motion:

I move that the Board give provisional acceptance to this offer, subject to upset bids.

2024.085 Amended Reimbursement Resolution – Judicial Center Project - Courthouse Portion

On February 7, 2022, the Board approved a reimbursement resolution from bond counsel. The resolution allowed construction project and planning costs incurred prior to the closing of the (tax-free) financing to be reimbursed from the financing proceeds.

An amendment was presented for Board consideration. This amendment will update the estimated principal cost of the courthouse portion of the project.

NOTE: The “not to exceed” figures in the resolution were not intended to accurately state the project costs but rather to act as a safe harbor number for the purpose of these resolutions only.

Motion:

I move that the Board approve the amended reimbursement resolution for the Courthouse portion of Henderson County Judicial Center.

2024.086 Amended Reimbursement Resolution – Judicial Center Project - Detention Center Portion

On February 7, 2022, the Board approved a reimbursement resolution from bond counsel. The purpose of the reimbursement resolution was to allow construction project and planning costs incurred prior to the closing of the (tax-free) financing to be reimbursed from the financing proceeds.

Approved: August 5, 2024

An amendment was presented for Board consideration. This amendment will update the estimated principal cost of the detention center portion of the project.

NOTE: The “not to exceed” figures in the resolution were *not* intended to accurately state the project costs but rather to act as a safe harbor number for the purpose of these resolutions only.

Motion:

I move that the Board approve the amended reimbursement resolution for the Detention Center portion of Henderson County Judicial Center.

2024.087 Budget Amendment – Public Transit Bus Purchase

Pending approval of the budget amendment, Henderson County plans to purchase a replacement bus for a vehicle that was totaled in an accident in March 2024 to maintain Apple Country Transit's current level of service and the required fleet per Federal Transit Administration (FTA) guidelines.

The budget amendment covered the cost of the vehicle, appropriate taxes, registration fees, and associated costs, such as vehicle wrapping, bike rack, fare box, etc.

Motion:

I move to approve the proposed budget amendment as presented.

2024.088 North Carolina Office of State Budget and Management – Register of Deeds Grant

The North Carolina Office of State Management and Budget (NCOSMB) provides grant funding to local governments in the amount of \$2,000 for the management and preservation of historic records and files. The Board previously approved the application for this grant at the BOC meeting held on 20 July 2022. This is the second time this program has been offered by the State. The previous grant money awarded in 2022 was used to help defray the cost of restoring 5 of the County's oldest deed books from the 1830s and 1840s.

The Register of Deeds was applying for a second NCOSMB grant to continue with deed book preservation. The Board was requested to approve an appropriation of \$2,000 from the Register of Deeds' restricted AEPF fund balance to provide the required match for this grant.

Motion:

I move the Board approve the attached Budget Amendment to appropriate fund balance for the NCOSMB grant as outlined above.

2024.089 Budget Amendment – USDOJ Asset Forfeiture Fund Expenditure

The Sheriff's Office requested the Board approve an appropriation from the Sheriff's Office Restricted US DOJ funds (114431-451005-9066) in the amount of \$15,025 to purchase PowerDMS PowerReady. This was an add-on for our existing PowerDMS program, which will enhance the Field Training Officer (FTO) program. This will digitalize and maintain records for each deputy.

Motion:

I move the Board approve the budget amendment to allow appropriation from Restricted US DOJ funds.

NC State Budget Soil and Water State Budget Appropriation – Project Listing

As part of the State of North Carolina’s 2023 Appropriations Act, Henderson County received funding directed to Soil and Water for stream restoration and flood resiliency. Senator Tim Moffitt provided additional information on this agenda item, which was included in the Board’s agenda packets.

*“The projects tied to this appropriation are in the *attached letter and listed in order of priority. As noted in the document, contracts with landowners have not been obtained for the stream restoration projects. That will be reflected in the Short Session budget language, and any monies not committed by the end of the biennium will be directed to Henderson County for Farmland Preservation.”*

The Board was requested to direct staff to incorporate these projects into the scope of work for the stream restoration projects.

*The letter referenced is attached to these minutes.

2024.090 Resolution of Authorization – Kroger Settlement

In 2021, the North Carolina Attorney General’s Office and the North Carolina Association of County Commissioners negotiated a memorandum of agreement which governs how North Carolina would use the proceeds of any national settlement or bankruptcy resolution with the listed drug distributors.

Now, the North Carolina Association of County Commissioners and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements.

This resolution allows for the County Manager to execute all documents necessary to enter into the opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Motion:

I move the Board adopt the Resolution as presented.

Commissioner Hill made the motion that the Board adopt the consent agenda. All voted in favor, and the motion carried.

PUBLIC HEARINGS

Chairman McCall made the motion to go into the Public Hearing. All voted in favor, and the motion carried.

2024.091 Public Hearing for Consideration of Economic Development Incentives for Project Fresh Air Company

A public hearing was scheduled for July 17, 2024, at 9:30 a.m. for the above matter. The subject matter was as stated in the notice that was published as stated below.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to N.C. Gen. Stat. §158-7.1 that the Henderson County Board of Commissioners will hold a public hearing at a regular meeting on July 17, 2024, at 9:30 a.m., or as soon thereafter as the Board can consider the matter, to consider the request of the “Project Fresh Air” company (the “company”), for economic development incentives. The company has requested to remain anonymous at this time due to competitive pressures.

Project Fresh Air, is a manufacturing concern located inside and outside the United States (and Henderson County) contemplating new investment at its site in Henderson County.

Under the project as proposed, the public benefit to be derived from the capital project is a total taxable capital investment by Project Fresh Air of at least \$20,000,000.00 over two years in business personal property (equipment). The project would result in the retention of at least seventeen (17) jobs, which combined pay an average wage of \$92,463 per year (which is in excess of the average wage in Henderson County for full-time employment) plus other benefits. The contemplated incentives would last for a period of five years. The first year’s contemplated incentive, if granted, would be not more than \$25,860.00, based on the new investment, the number of retained employees, and the Board’s incentive guidelines for job retention projects. The maximum amount of incentives to be considered in this grant over the five years (for each of the two annual investments) would be \$135,457.14.

Henderson County will consider granting assistance toward the investment of Project Fresh Air.

If approved, the request would be funded through the general property tax revenue. The hearing will be held in the Commissioners Meeting Room of the Historic Courthouse, located at 1 Historic Courthouse Square, Hendersonville, NC. The public is invited to attend and comment.

Public Input: There was none.

Chairman McCall made the motion to go out of the Public Hearing. All voted in favor, and the motion carried.

Vice-Chair Edney made the motion to authorize the incentives as presented. All voted in favor, and the motion carried.

DISCUSSION

2024.092 FY2023-2024 Tax Collector’s Settlement; Approval of Bond Amounts for Tax Collector/Deputy; FY 2024-2025 Tax Order for Collection

Once Again, the delivery of the tax receipts to the Henderson County Tax Collector were due; however, before they can be sent, the following must occur (pursuant to N.C.G.S. 105-352):

- a) **PREPAYMENTS.** The Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director’s satisfaction that all prepayments received have been deposited.
- b) **SETTLEMENT.** The Tax Collector must make a settlement with the Board of Commissioners for all taxes placed in his hands for collection for the past year.
- (c) **BOND.** The Board of Commissioners must approve the bond to be issued for the Tax

Approved: August 5, 2024

Collector and Deputy Tax Collector for Delinquent Taxes.

(d) ORDER OF COLLECTION. An Order of Collection must be adopted at today’s meeting, which will charge the Tax Collector with the collection of FY 2024-2025 taxes, plus all outstanding delinquent taxes.

**STATUTORY REQUIREMENTS FOR TAX COLLECTOR’S SETTLEMENT
(NCGS 105-373)**

The Tax Collector’s Settlement must:

1. Occur after July 1 and before the Board charges the Collector with the FY2025 Levy
2. Include two lists:
 - Persons owning real property whose taxes remain unpaid; and
 - Persons not owning real property whose taxes remain unpaid (the “Insolvents List”)
3. Include an accounting of all amounts charged to the Collector and the amounts allowed as credits to the Collector
4. Include a statement from the Collector stating he/she has made diligent efforts to collect the tax
5. The Settlement for prior-year taxes shall be made in whatever form is satisfactory to the County’s Chief Accounting Officer and the Governing Body

FY2024 ANNUAL LEVY

Includes Real Property, Personal Property, Business Personal Property, and Public Service Property billed and collected by the County

LEVY ADDITIONS				
All amounts charged to the Tax Collector				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Tax & Penalty	\$ 99,434,945.31	\$ 15,847,805.48	\$ 16,957,319.71	\$ 132,240,070.50
Interest	\$ 146,304.95	\$ 24,734.59	\$ 22,568.16	\$ 193,607.70
TOTAL	\$ 99,581,250.26	\$ 15,872,540.07	\$ 16,979,887.87	\$ 132,433,678.20

LEVY CREDITS				
All sums allowed as credits to the Tax Collector				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Deposits	\$ 98,459,560.04	\$ 15,671,445.07	\$ 16,768,377.85	\$ 130,899,382.96
Adjustments	\$ 290,945.84	\$ 45,721.94	\$ 72,105.10	\$ 408,772.88
Releases	\$ 28,986.02	\$ 4,123.59	\$ 1,740.44	\$ 34,850.05
Interest	\$ 146,304.95	\$ 24,734.59	\$ 22,568.16	\$ 193,607.70
Unpaid Tax: Real & Personal Property	\$ 655,453.41	\$ 126,514.88	\$ 115,096.32	\$ 897,064.61
Unpaid Tax: Registered Motor Vehicles	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 99,581,250.26	\$ 15,872,540.07	\$ 16,979,887.87	\$ 132,433,678.20

Levy Additions and Credits for the Annual Levy are listed for the County, as well as the Fire Districts and Municipalities for which the County bills and collects.

REGISTERED MOTOR VEHICLE (RMV) LEVY

*Includes Registered (tagged) Motor Vehicle Tax Bills that are billed and collected on behalf of the County by NC's Tax & Tag Together Program
RMV tax is not part of the Collector's charge, however it is part of the Tax Levy.*

LEVY ADDITIONS				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Tax	\$ 7,528,864.96	\$ 1,224,043.88	\$ 1,826,942.97	\$ 10,579,851.81
Vehicle Fee	\$ -	\$ -	\$ 225,930.00	\$ 225,930.00
Interest	\$ 59,785.36	\$ 9,140.93	\$ 14,678.39	\$ 83,604.68
TOTAL	\$ 7,588,650.32	\$ 1,233,184.81	\$ 2,067,551.36	\$ 10,889,386.49

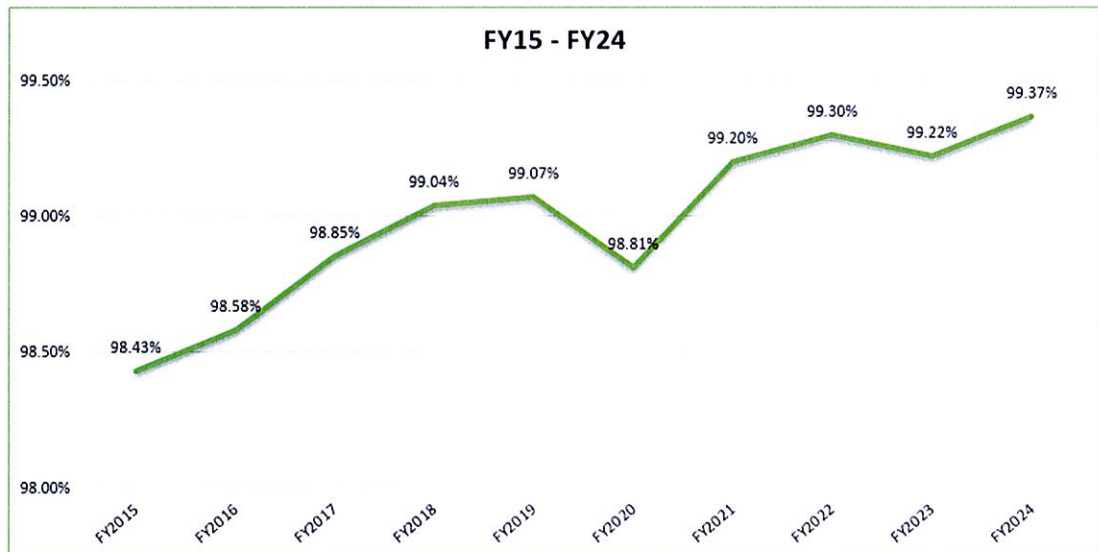
LEVY CREDITS				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Levy Collected	\$ 7,504,519.67	\$ 1,221,076.70	\$ 2,043,855.54	\$ 10,769,451.91
Unpaid Levy	\$ 24,345.29	\$ 2,967.18	\$ 9,017.43	\$ 36,329.90
Interest Collected	\$ 59,785.36	\$ 9,140.93	\$ 14,678.39	\$ 83,604.68
TOTAL	\$ 7,588,650.32	\$ 1,233,184.81	\$ 2,067,551.36	\$ 10,889,386.49

The following slides focus only on the County Levy for Annual Bills and do not include Fire Districts and/or Municipal Districts

FISCAL YEAR-END COLLECTION RATES

	FY2024	FY2023
Annual Levy	99.35%	99.17%
RMV Levy	99.68%	99.72%
Combined Levy	99.37%	99.22%

COMBINED LEVY COLLECTION RATE TREND:



LEVY COLLECTED COMPARED TO FY2024 BUDGETED PROPERTY TAX REVENUE

	LEVY BUDGETED	LEVY COLLECTED (\$ DEPOSITED)	\$ COLLECTED OVER (UNDER) BUDGET
FY2024	\$ 98,736,662	\$ 106,944,934.76	\$ 8,208,272.76
FY2023	\$ 95,439,998	\$ 100,037,258.80	\$ 4,597,260.80
FY2022	\$ 92,107,728	\$ 96,697,252.46	\$ 4,589,524.46
FY2021	\$ 88,629,211	\$ 93,935,287.74	\$ 5,306,076.74
FY2020	\$ 87,128,532	\$ 90,966,806.18	\$ 3,838,274.18
FY2019	\$ 76,722,389	\$ 80,239,454.85	\$ 3,517,065.85
FY2018	\$ 74,231,301	\$ 78,183,956.57	\$ 3,952,655.57
FY2017	\$ 73,075,676	\$ 76,381,248.10	\$ 3,305,572.10
FY2016	\$ 65,998,066	\$ 68,524,823.14	\$ 2,526,757.14

**Includes Ad Valorem, RMV, and Prior Year budgeted items*

COLLECTOR’S EFFORTS TO COLLECT UNPAID TAX

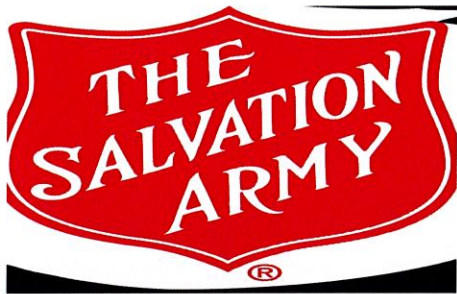
ENFORCED COLLECTION ACTIVITY				
TYPE OF ACTION	FY2024 ACTIVITY		FY2023 ACTIVITY	
	# OF NEW ACTIONS	\$ VALUE *	# OF NEW ACTIONS	\$ VALUE*
Payment Arrangements	203	\$ 594,954	190	\$ 559,153
Bank Account Attachments	557	\$ 979,630	364	\$ 883,883
Wage Garnishments	775	\$ 642,277	432	\$ 344,807
Rent Attachments	1	\$ 12,921	3	\$ 33,733
Garnishments of Escheated Funds	184	\$ 213,445	131	\$ 109,370
NC Debt Setoff (State Income Tax Garnishment)	2,668	\$ 1,402,683	2,138	\$ 859,364

*** \$ Value includes the total value of each action when it was created. It should not be confused with collection activity resultant from the action. Total value includes levy, interest, penalties and any collection costs associated with the action.**

Vice-Chair Edney made the motion for the Board to approve the tax collector’s settlement for Fiscal Year 2023.2024 taxes and further approve the bonds, the order of collection, and charge for collection to the tax collector for Fiscal Year 2024-2025 taxes. All voted in favor, and the motion carried.

Salvation Army – Homelessness Update

Salvation Army Executive Director Captain Philip Stokes and Captain Sherri Stokes provided information on homelessness and the services that the Salvation Army provides for the homeless community and others.



Our Mission Statement
 The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination

Our Values
 Caring for people
 Create Hope
 Building healthy communities by collaborating with groups within the community
 Being an Advocate for our people within the community

Three S's of The Salvation Army
Soup
meeting a person's immediate physical needs
Soap
restoring people's dignity
Salvation
Share the message of the Gospel

Statistics for Fiscal Year 2024
 Clients that received rent and utility assistance ~ 471
 Clients that received food boxes ~ 1869
 Meals Served ~ 2700
 Other Services Provided ~ 955

Programs We Offer
 Rent, Utility & Emergency Assistance
 Seasonal & Summer Youth Camps
 Senior Program
 SPA Program
 Homeless Outreach
 Building Usage
 Disaster Response

How We Provide Our Services

**The Salvation Army - North and South Carolina Division
 Hendersonville, NC Corps**

2025 Annual Budget Proposal

	Actuals 09/30/2021	Actuals 09/30/2022	Actuals 09/30/2023	Approved Budget 09/30/2024	Proposed Budget 09/30/2025	Proposed Budget vs Actuals 09/30/2023 % Change
Operating Income	1,515,772	1,310,332	1,530,797	1,291,129	1,568,030	2%
Unassociated Organizations (47xx)	0	0	0	0	0	0%
Public Funds (50xx)	19,467	26,508	17,387	30,000	20,405	17%
Total Income	1,535,238	1,336,839	1,548,184	1,321,129	1,588,435	3%
Total Expenses	1,340,898	1,400,510	1,507,184	1,321,129	1,588,435	5%
Surplus/(Deficit)	194,341	(63,671)	41,000	0	0	(100%)
Functional Expense Summary:						
Administrative Expenses	5%	5%	5%	25%	5%	0%
Fundraising Expenses	14%	12%	12%	25%	12%	(0%)
Program Expenses	81%	83%	83%	50%	83%	0%

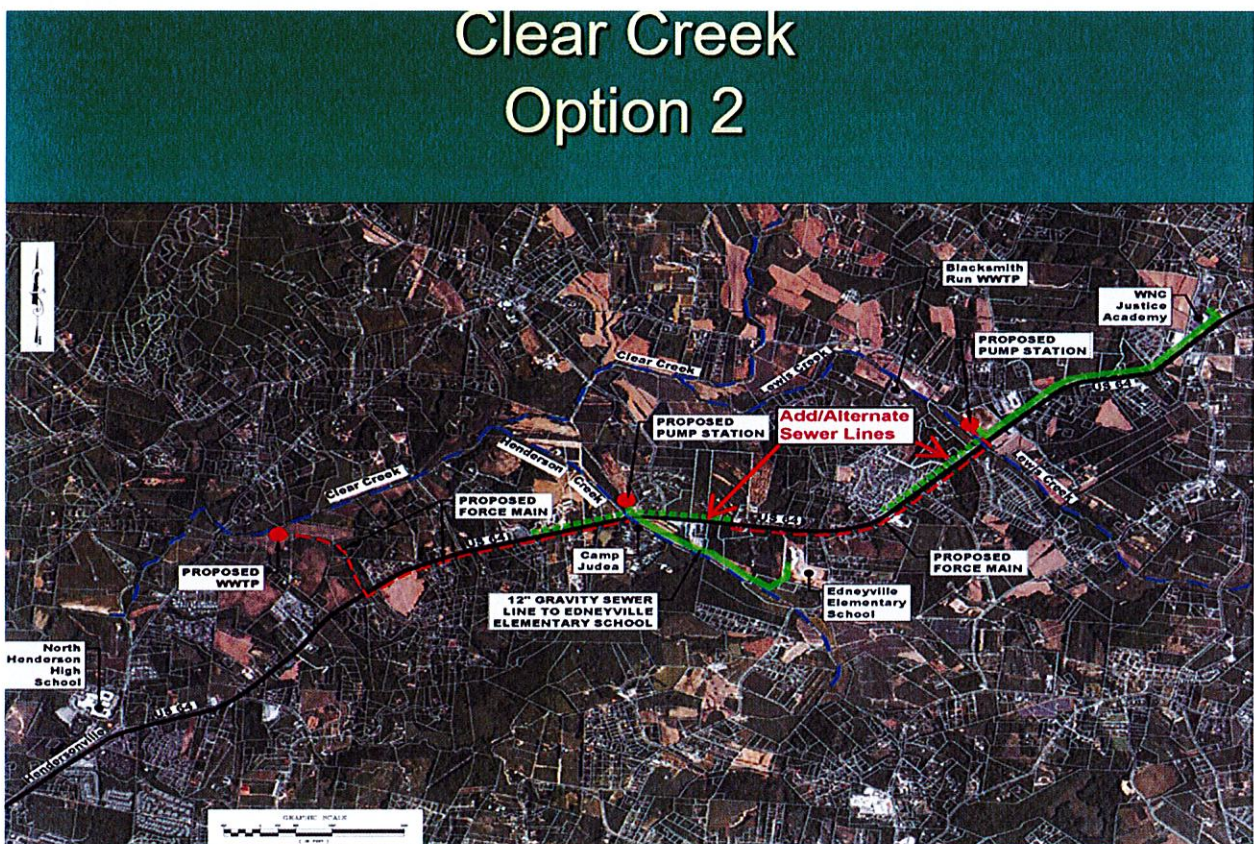
Mrs. Stokes said that all money that comes through Henderson County stays in Henderson County. Eighty-three percent of every dollar goes to the services they provide.

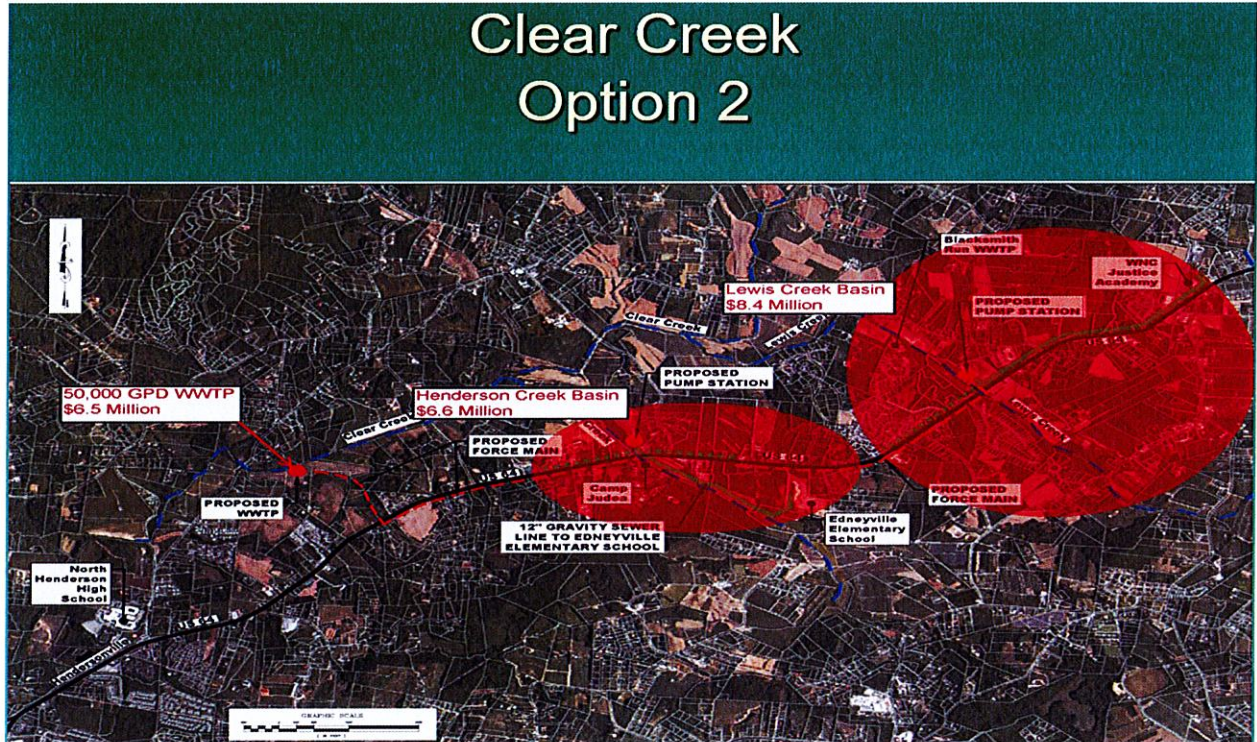
Clear Creek Sewer Project Update

John Mitchell explained that the Clear Creek Sewer Project discussion arose from Edneyville Elementary School, as it was the last elementary school not connected directly to sewer. The Board began deliberating on this project in August 2017. After numerous public hearings and meetings, the Board determined it was necessary to look at a sewer system in Edneyville and seek a discharge permit in April 2022. The permit would not be issued until two years later by the state. The time between that draft permit and the issuance of the permit was approximately ten months.

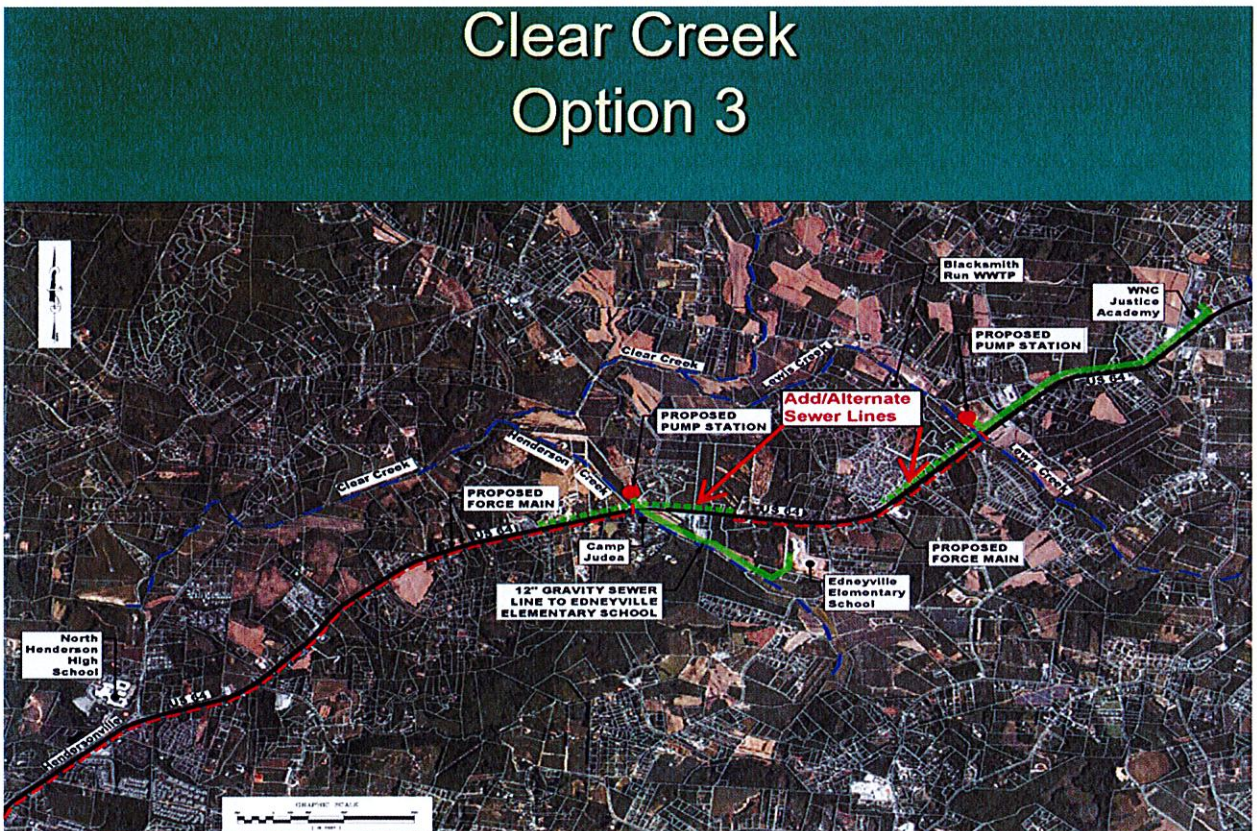
Marcus Jones referred to a Special Called Meeting that was held the previous week to discuss Clear Creek Sewer options. During that meeting, Staff and consultants received direction from the Board on two specific options to explore in detail. Will Buie with WGLA presented those options as follows:

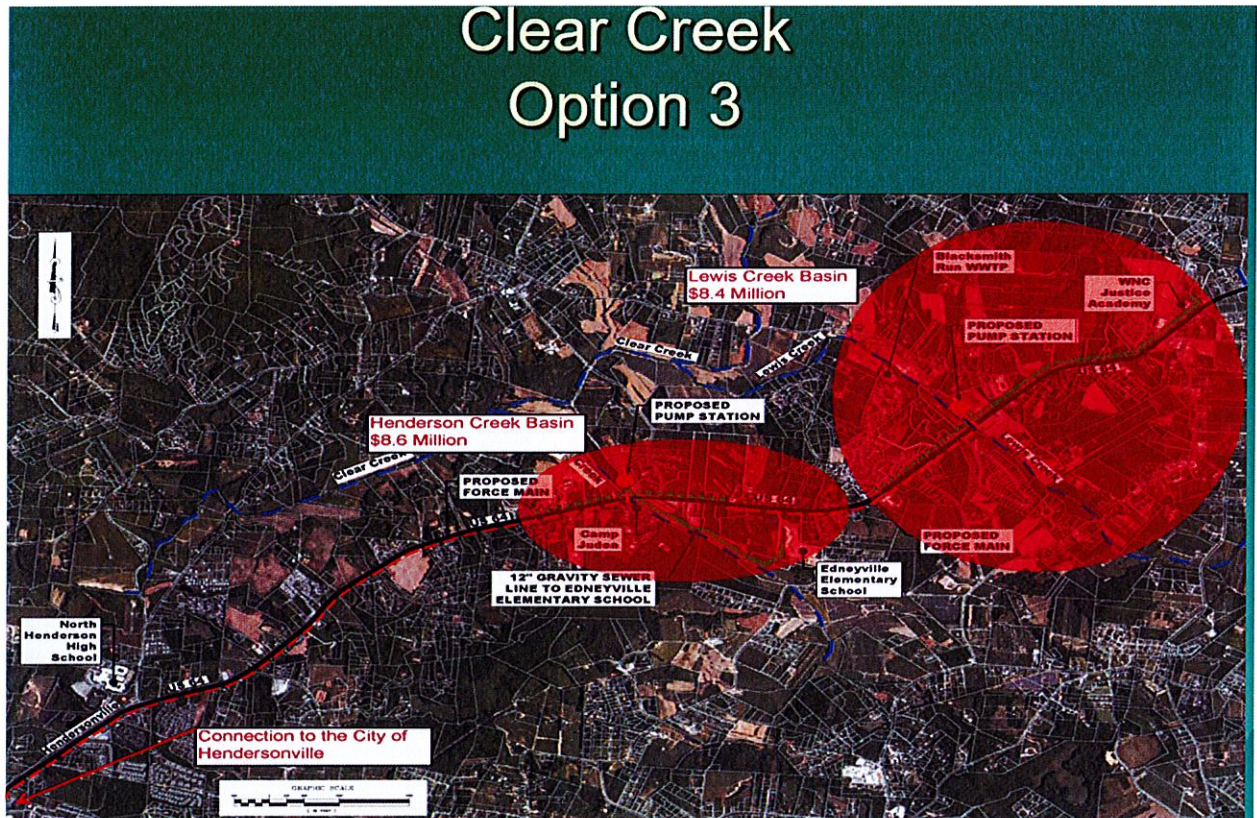
- A reduced WWTP serving as much of the US 64 corridor as possible with gravity sewer in the Henderson Creek and Lewis Creek Basins.
- A connection to the Hendersonville system serving as much of the US 64 corridor as possible with gravity sewer in the Henderson Creek and Lewis Creek basins.





Vice-Chair Edney stated that he had asked that the Laurel Branch also be included in the options. Mr. Buie said that he could go back and look at that cost. Option two, as the Board saw, was about \$21.5 million. If the lines that were dashed were delayed or eliminated, that cost goes down to about \$18.7 million. He said county staff had confirmed that the funding available for this option was approximately \$18 million. There was a gap in funding, but the estimated costs did include contingency.





- ### Summary of Estimated Costs
- ◆ **Option 2 - \$21.5 Million**
 - ◆ Option 2 - \$18.7 Million without add/alternate sewer lines on US 64
 - ◆ Staff has confirmed funding available for this option is \$17,929,789

 - ◆ **Option 3 - \$17.0 Million**
 - ◆ Option 3 - \$14.2 Million without add/alternate sewer lines on US 64
 - ◆ Staff has confirmed funding available for this option is \$17,069,789

Mr. Buie mentioned that the Laurel Branch option would slightly exceed the available funding but could be added as an add/alternate. This would allow WGLA to design and bid for it, with the option for the county to incorporate it if within budget constraints. Edney said this should be included as an add/alternate at a minimum. Buie estimated the cost of adding Laurel Branch to be \$3.5 million, which would bring the total cost to just over \$20 million.

Clear Creek Easements Required

- ◆ **Option 2** will require easements from approximately **67** properties
- ◆ **Option 3** will require easements from approximately **60** properties
- ◆ Note that additional easements and/or construction easements may be required for the project based on the final project design.

Mr. Edney asked about the anticipated monthly fees for users associated with each of the options. Mr. Buie said that option 3 would involve connecting the City of Hendersonville, subjecting users to the out-of-city rates. If the county manages the collection system, additional costs could increase residential customers' bills by \$10 to \$25 per month, depending on the number of customers. Buie said when considering the treatment plant option, the key factor is determining which entities will connect to the system. The confirmed customers include Edneyville Elementary, likely Camp Judaea, and the Justice Academy. The estimated operational costs would total around \$100,000, which these entities would share.

If these costs were extrapolated to a typical residential customer, the fees would likely be three to four times higher than the city's out-of-city rates until the number of users increases.

Commissioner Lapsley proposed the county explore negotiating with the City to become a "bulk" customer, aiming to secure a lower rate.

Commissioner Andreotta's comments were as follows: "If we were going to pursue partnering with the city, any decision made today would be somewhat tentative because we haven't seen, or they haven't agreed to, any terms going forward, be it the bulk customer rate, annexation, things like that. So there are some to be determined on that. I would like to see, personally, before I would support that option, I would like to see from them where they are willing to be. Otherwise, we could vote to go that way. If we don't get on the same page with them, then we have to circle back and revisit it again."

Chairman McCall emphasized that the primary objective for today's meeting was to provide clear

direction to Mr. Buie regarding the design.

Vice-Chair Edney made the motion to direct staff to pursue option 3, including the add/alternates And including the additional add/alternate of Laurel Branch while removing the Jaymar line. And to pursue an agreement with the City.

Commissioner Hill stated that the City was extending its annexation into the county and showed no signs of stopping. Mr. Hill said he would not support the motion.

Commissioner Lapsley noted that a small group of people had influenced the state to push the county towards option three. While this group didn't succeed in halting or denying the permit process, they did achieve a one-year delay, potentially causing the county to lose an additional \$9.3 million intended for option one. This situation has forced the Board to prioritize option three.

From the beginning, Mr. Lapsley's stance has been that the project should be financially self-sustaining in terms of both capital and operating costs. He said he would not support any option that surpasses the funds available. He was hesitant to endorse any of the alternatives under option three due to the actions of the City Council in recent years with regard to satellite annexation of properties in the rural areas of the county, which are far beyond their existing corporate limits. He believed that Alternative 3C provides as much service to the Edneyville community within the financial constraints of the available funds.

After discussion, Chairman McCall proposed that the Board commit to option 3C, which includes Henderson Creek and Lewis Creek, and connect to the City of Hendersonville's sewer system. The terms of the agreement with the City regarding management of the system would be worked out in the future. Additionally, the system should be designed to include Laurel Branch in case additional funds become available.

Commissioner Andreotta's comments were as follows: "If we adopt any option 3A-E that involves connecting with the City and then a month later we cannot come to terms with them. What do we do then after having lost another month? Because, as I understand it, time has become, as Commissioner Lapsley said, because of the actions of some, time is now putting a squeeze on us. And we need not think that it is not possible that we all do not get on the same page. We never have until this point on the topic of annexation."

Chairman McCall said the City had stated in writing that they would agree to no annexation to the Edneyville area. The decision on the table would be who manages the system, the City or the County. She said this was the only way to provide a reasonable fee to use the sewer system.

Commissioner Andreotta's comments were as follows: "Would the county be collecting or sharing in the collection of the revenue at all?" Mrs. McCall said that was unknown at the time, but the direction for design was what the Board needed to determine at today's meeting.

Commissioner Andreotta's comments were as follows: "Summary of my thoughts is design it with, and I heartily agree with Commissioner Lapsley that we don't spend what we don't have in this topic or ever, But, certainly here. Design the system so that over time it could be scaled up and customer's added. So if the county is not going to realize in perpetuity going forward any benefit from the revenue from the rate paying customers then why should we pay to build it. Soley pay to build it. I think that be it the City or the County should pay part of the construction if proportion to the revenue share you are going to get for the next several decades. I think that is

purely just. That would be like someone building a brand new apartment building and filling it full of renters and saying here it's yours. Gee, thanks. And remember, it is called urban sprawl. It's not called rural fill. It's the urban spreading out too far, as Commissioner Lapsley said. I think we need to protect the jurisdiction of the county areas-territories. We need to maximize the most money that we can for what we have and allow for, at some point, as soon as possible, that corridor to be fully served; my preference would be by a county sewer system. But I would not; I think we could; I would maybe make an amended motion that we turn them loose to design but do not design only toward connecting it to Hendersonville. Allow an option if we cannot come to terms and feel like there are any teeth in it; then, we don't have to go back and start over. Is that possible?"

Mr. Buie said the challenge becomes designing a treatment plant that you may or may not build. He said what he has heard indicates that the preference is toward 3C possibly with an alternate to add Laurel Branch. He said the ownership and operation of the system could be decided later. Commissioner Andreotta said, "After the county spent the money to build it." Vice-Chair Edney said it was not the county or the state's money. It's the federal and state taxpayers. He said there were no property tax dollars being used at all. Commissioner Andreotta said, "Well, it is still taxpayer money. This is generations forward mortgaged their future to pay for this."

Commissioner Lapsley asked Mr. Edney to clarify his motion.

Vice-Chair Edney made the motion to direct Staff and the Engineers to design Option 3, including the add/alternates on the highway. The add/alternate design for Laurel Branch minus Jaymar should also be included. The final decision as to what is built would be subject to the funds available and if acceptable terms have been agreed upon with the City of Hendersonville.

Chairman McCall asked the Clerk to poll the Board.

The motion passed with a 3-2 vote. Commissioner Hill and Commissioner Andreotta were the nay votes.

Construction Project Update

Bryan Rhodes, Chris Todd, and Andrew Griffin provided the Board with an update on construction projects around Henderson County.

The monthly report was a review of the scope and statuses of assigned construction management responsibilities and included specific updates in regard to County funded construction activities.

Henderson County Capital Projects

The Hedrick – Rhodes Veterans Center had been completed on time and under budget.

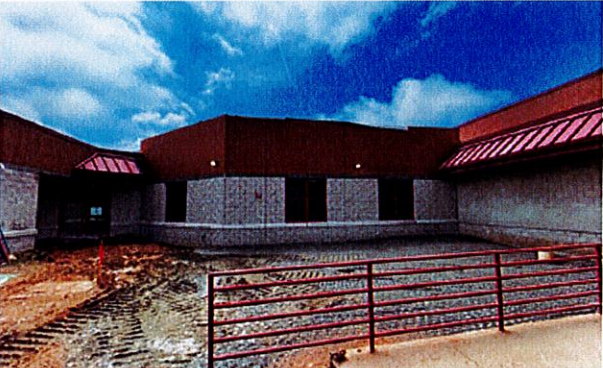


Henderson County Public Schools MRTS Projects

West Henderson High Renovation and Addition



Upward Elementary Renovation and Addition



Atkinson Elementary HVAC Replacement Project (phase 1)



Medical Office Buildings



Henderson County JCAR Project

Facilities Services Projects

Andrew Griffin informed the Board that EMS #6 in Fletcher is nearing completion, and the station's ribbon-cutting has been scheduled for August 1.

The VW-DC Fast Chargers were still not complete, as they needed a final connection from Duke Energy. Commissioner Lapsley asked how long the chargers have been sitting and waiting for Duke's final connection. Mr. Griffin said Staff had met with Duke in March, set the pole at the transformers in April, and have not been on site since. Lapsley directed the county manager to notify Duke Energy that the county is not pleased with their lack of attention in this matter. Mr. Mitchell said he would schedule a meeting with Duke's Western Regional Director to discuss the project.



Mr. Griffin said the EMS Headquarters Shed and Parking Improvement SBA-5 was completed in June 2024. He also shared that paving had begun on the Ecusta Trail.

The Third Transfer Bay project was well underway, and demolition, site work, and concrete had started.

Asset Purchase Agreement – Etowah Sewer Company, Inc.

The Board was presented with a draft asset purchase agreement under which the County would acquire all the assets of the Etowah Sewer Company for a specified price of \$400,000.00. John Mitchell said Commissioner Hill had been a champion for the project for some time, and the Board had been discussing the purchase for quite some time. The system has approximately 400 customers and spans 20 miles of line. It is important to note that the agreement states that there are no encumbrances (debts, liabilities, or commitments) associated with the purchase.

Commissioner Lapsley made the motion to approve the Asset Purchase Agreement with the Etowah Sewer Company, Inc. All voted in favor, and the motion carried.

Vice-Chair Edney felt it important that the public understand that the county has the discretion and authority to decide whether or not to provide sewer services to developers or individuals.

ARPA Update – Projects Discussion

As the December 31, 2024, obligation deadline for American Rescue Plan (ARP) expenditures approaches, the Board was requested to discuss prioritizing plans for utilization of current unencumbered ARP funding. All ARP expenditures must be authorized by the ARP Final Rule and must also have state authorization through enabling legislation.

ARPA Update

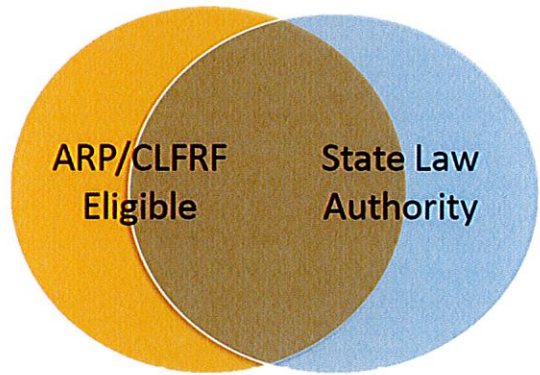
Federal Regulations preclude governments from using the CMAR method of procurement.

Due to 26-month process to obtain permit from NCDEQ, available delivery methods no longer not fit into ARPA timeline

To prevent reversion of ARPA funding to US Treasury, staff and Commissioners have been exploring other options

Constraints

- ▶ All ARPA funds must be obligated by December 31, 2024, and spent by December 31, 2026.
- ▶ All projects must be ARPA eligible and authorized by state law and local policy.
- ▶ Both Federal and State Compliance requirements must be followed.
- ▶ Very specific categories of allowable expenditures



ARPA Allowable Expenditures

Address COVID Public Health	Address COVID Economic Impact	Replace Lost Revenue	Premium Pay	Infrastructure Investments
Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;	Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;	Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;	Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,	Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Addressing COVID-19 Negative Economic Impacts

1. What is the specific negative economic impact due to the pandemic?
2. Does project address the negative economic impact?



IS IT IN A QUALIFIED CENSUS TRACT (QCT) OR BENEFITING INDIVIDUALS IN A QCT?



DOES IT ADDRESS A DISPROPORTIONATELY NEGATIVELY IMPACTED GROUP, AREA, OR HOUSEHOLD?



DOES IT ADDRESS A NEGATIVE ECONOMIC IMPACT ON THE LG? (NOT LOST REVENUES)

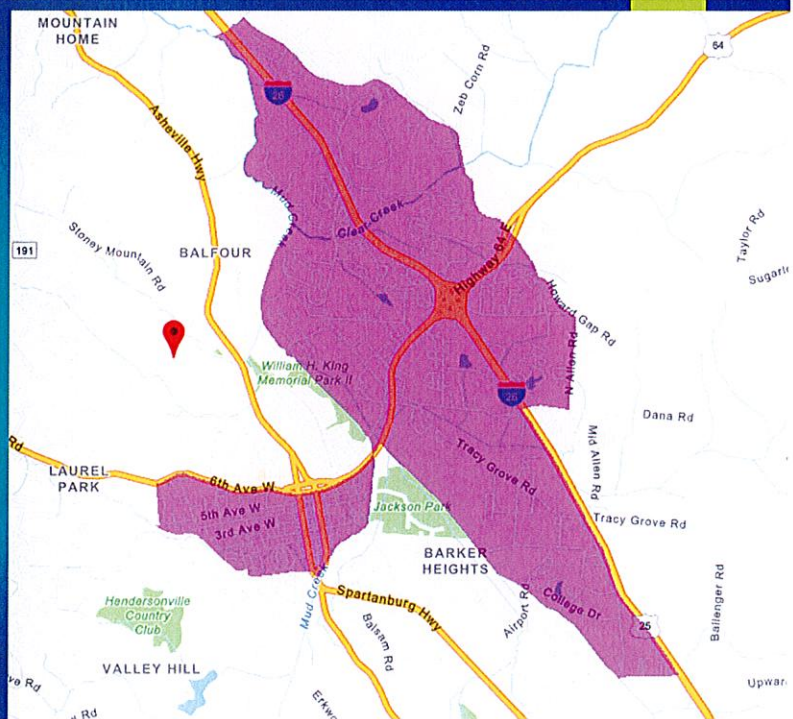


DOES IT ADDRESS A NEGATIVE ECONOMIC IMPACT IN THE COMMUNITY?

Qualified Census Tracts

- ▶ Investments could include:
 - ▶ Programs promoting healthy childhood environments
 - ▶ Investments in parks, greenways, and other public facilities

QCT data – maintained by HUD
Source: PD&R



Options

Recreation sports complex, sports fields

Broadband Funding – additional funding

Parks and Recreational Facilities

Mills River Tower project – additional funding

Public Health Expenditures – COVID related

Other?

Commissioner Lapsley said his commitment was to develop a sports complex on the Berkeley Park Property. He believed this to be the most suitable location and was confident the School Board would support it.

Commissioner Hill said the Board's main focus needed to be Jackson Park, as it is the county's main park. Vice-Chair Edney added that there were 100 undeveloped acres at Jackson Park and that there were a lot of other things that could be done at the park.

Commissioner Andreotta's comments were as follows: "We didn't choose to be on this timeframe, but the worst thing government can do was spend a whole bunch of money in a hurry. I believe there is too much up in the air about Berkeley Park and its future, and we do not have a set agreement; this is starting to reflect the sewer thing where we are going to go a direction without an agreement in place first, and I am not a fan of that. I also have seen several designs, and you have to factor in how much to allow for parking. If you start building a complex where dozens or hundreds of kids can play, you have seventeen parking places, and then you have messed up big time. There is no way we could put four big soccer fields, softball, tennis, and all that at Berkeley and have room to park anything. I agree that Jackson Park is where we need to look. We already own it; I like what the citizens said; I've said this before. I am a fan of using what you have; that is the best bargain you will find. And we have a tremendous amount of land there with not a whole of expense or time that be leveled sections-areas and put the facilities there because you already have restrooms, and you have parking, and you have a playground, and you have so many other things to support 3 or 4 soccer fields being built. That doesn't mean that one day we may build something elsewhere, but I think that is where we need to focus, and we need to, you know, maybe just tap the brakes a bit. There are too many unknowns to be determined at Berkeley Park."

Chairman McCall made the motion to allocate the remaining ARP funds to recreation and directed Staff to report back at the August 5th meeting with a recommendation on the most suitable locations within the eligible census tracts, understanding that the location will require further discussion by the Board. All voted in favor, and the motion carried.

Mr. Mitchell said he would get Bruce Gilliam, Jason Kilgore, Chris Todd, Marcus Jones, and other key individuals to put together a list of potential sites that would include Berkeley, Jackson, East Flat Rock, and anything that is within that reasonable census area to provide the Board with their options. He proposed staff prepare an RFP or RFQ to be prepared to go ahead and solicit for a contractor to help with fields so the selection process may begin.

Commissioner Lapsley asked that Mr. Mitchell also request that the School Board provide a letter specifically indicating what conditions, if any, they have for committing Berkeley to a proposed expansion for a sports complex. The Board agreed with Lapsley's request.

Purchase Contract – Property Acquisition (Moved from the Consent Agenda)

A draft agreement for purchase was presented, under which the County would acquire +/- .77 acres located at 285 E. Allen Street & 101 S. Grove Street in Hendersonville at a cost of \$2,477,310.

The agreement also included the terms of a lease agreement with the seller, Barrister Properties, which will commence on the date of closing.

Commissioner Andreotta's comments were as follows: "I have said from the beginning of the conversations that from my view, if I am the only one, so be it; it would not be the first time; I am not in favor of purchasing this property. I do not see the need. I know the reason that is being said is that we need it; I think it is called a swing space often because some of the buildings there we

may intend to keep and use and others we may not. But, one of the ultimate uses of this property, as I have heard it, is going to be for parking during the construction of the JCAR project. That means that more money would have to be spent to take some structures down and level it out etc. Which you have to say is driving the cost of that project up even higher. I think it is already higher than it should be. There is quite a bit of space directly across the street in one direction or another from the existing courthouse that could possibly be leased for parking or staging, and then when the project is over, we are done. I don't think the county ought to own real estate without a purpose, a legitimate need, and use. I think this will turn into Fassifern 2.0. That is a piece of property adjacent to Hendersonville High School that was purchased for much the same reason prior to construction. I realized that COVID allowed that project to look different, but since the school, and even before the school has been finished, it serves as a point of contention. Different departments want it or different city, county, school, whomever. We are still holding on to Fassifern, which we don't need. I have never thought this since I have been here, but I am beginning to think and see, in my view, that this Board has picked up the rate of spending that is starting to give me some indigestion. I think we need to pump the brakes. I don't support the purchase of the property because I do not think there is a justified need."

Chairman McCall supported the purchase of the property due to the scope of the JCAR project. She believes additional space is needed within the existing part of the courthouse, and having this building would allow a department or multiple departments to move to another location, freeing up space within the existing courthouse. The reason that is important was because the addition of a fifth floor in the annex was going to cost \$12 million, and the purchase of this building is \$2.5 million. This allows the county to have the space that is needed for day-to-day operations.

Vice-Chair Edney added that after the construction of the 95 courthouse, there were originally north and south parking lots. The construction of the Sheriff's Office eliminated most of the south parking lot, and the new Court Tower will take away the north parking lot. There is a necessity to have adequate parking despite these construction changes. He mentioned that opportunities to purchase adjacent properties for additional properties had been available in the past but were not pursued. The King Street building is slated for eventual renovation or possibly demolition, and there will need to be parking and/or swing space for that project as well.

Commissioner Hill did not support the purchase. He cited the substantial debt amounting to \$160 million for the JCAR project. He said this purchase was equal to a penny of the county's tax rate. He said there was an inability to justify burdening the taxpayers with the purchase of the property.

Commissioner Lapsley called the question.

Chairman McCall made the motion that the Board approve the agreement for the purchase of the property and lease terms, as indicated in the agreement.

Chairman McCall asked the clerk to poll the Board.

The motion passed with a 3-2 vote. Commissioners Hill and Andreotta were the nay votes.

NOMINATIONS AND APPOINTMENTS

- 1. Henderson County Board of Equalization and Review – 1 vac.

There were no nominations, and this was rolled to the next meeting.

- 2. Henderson County Tourism Development Authority – Appointment of Flat Rock Representative

Chairman McCall nominated David Ford for appointment to seat #8, the Flat Rock Representative. All voted in favor, and the motion carried.

- 3. Home and Community Care Block Grant Advisory Committee – 1 vac.

There were no nominations, and this was rolled to the next meeting.

- 4. Industrial Facilities and Pollution Control Financing Authority – 2 vacs.

There were no nominations, and this was rolled to the next meeting.

- 5. Juvenile Crime Prevention Council – 3 vacs.

There were no nominations, and this was rolled to the next meeting.

- 6. Mountain Area Workforce Development Board – 1 vac.

There were no nominations, and this was rolled to the next meeting.

- 7. Nursing/Adult Care Home Community Advisory Committee – 8 vacs.

There were no nominations, and this was rolled to the next meeting.

COMMISSIONER UPDATES

Commissioner Hill encouraged everyone to visit the newly renovated Hedrick Rhodes Veterans Services Building. The ribbon-cutting was held the previous week, and a good number of citizens were in attendance. The memorial wall dedication will be announced soon.

Vice-Chair Edney and Commissioner Lapsley did not have any updates to share.

Chairman McCall noted that the Board needed to focus on their Legislative Goals, which were due to the NCACC by September. She mentioned that she and several staff members would attend the NCACC annual County Commissioners Conference, scheduled for August 7-9.


COUNTY MANAGER’S REPORT

Mr. Mitchell commended the Parks and Recreation staff for their hard work in making the wonderful July 4th festivities a success. He highlighted that this was the 2nd Board meeting with

new Assistant County Manager, Chris Todd. He recognized Samantha Reynolds and Jimmy Brissie, who had also assumed new responsibilities.

Vice-Chair Edney made the motion to go into Closed Session pursuant to 143.318.11(a)(6). All voted in favor, and the motion carried.

ADJOURN


Denisa Lauffer, Clerk to the Board


Rebecca McCall, Chairman

During the July 17, 2024, regular meeting, the Board enacted the following:

- 2024.083 Resolution of Appreciation – Jerrie McFalls**
- 2024.084 Juvenile Crime Prevention Council – County Funding Plan Revision #2**
- 2024.085 Amended Reimbursement Resolution - Judicial Center Project - Courthouse Portion**
- 2024.086 Amended Reimbursement Resolution – Judicial Center Project - Detention Center Portion**
- 2024.087 Budget Amendment – Public Transit Bus Purchase**
- 2024.088 Budget Amendment - North Carolina Office of State Budget and Management – Register of Deeds Grant**
- 2024.089 Budget Amendment – USDOJ Asset Forfeiture Fund Expenditure**
- 2024.090 Resolution of Authorization – Kroger Settlement**
- 2024. 091 Public Hearing for Consideration of Economic Development Incentives for Project Fresh Air Company**
- 2024.092 FY2023-2024 Tax Collector’s Settlement; Approval of Bond Amounts for Tax Collector/Deputy; FY 2024-2025 Tax Order for Collection**

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

REBECCA MCCALL
Chairman
J. MICHAEL EDNEY
Vice-Chairman

WILLIAM LAPSLEY
DANIEL ANDREOTTA
DAVID HILL

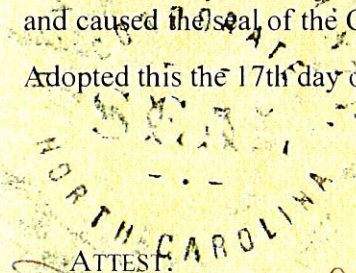
RESOLUTION OF APPRECIATION

JERRIE MCFALLS, DEPARTMENT OF SOCIAL SERVICES DIRECTOR

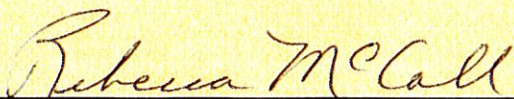
- WHEREAS,** Jerrie McFalls was hired as Social Work Trainee for Henderson County on January 14, 1980.
- WHEREAS,** In July 1980, Jerrie McFalls was promoted to Social Worker; and
- WHEREAS,** In June 1986, Jerrie McFalls was promoted to Social Work Supervisor; and
- WHEREAS,** In March 2008, Jerrie McFalls was promoted to Social Work Program Administrator; and
- WHEREAS,** In December 2015, Jerrie McFalls was promoted to Interim Social Services Director; and
- WHEREAS,** In July 2016, Jerrie McFalls was promoted to Henderson County Social Services Director; and
- WHEREAS,** Jerrie McFalls earned a Bachelor of Science degree from Western Carolina University with a concentration in Social Work; and
- WHEREAS,** Jerrie McFalls has served in various community and civic organizations, including Community Child Protection Team, Child Fatality Prevention Team, Domestic Violence Task Force/Supported Task Force, Partnership for Health, and the Henderson County Substance Abuse Task Force; and
- WHEREAS,** Jerrie McFalls has participated in professional memberships, including the Academy of Certified Baccalaureate Social Works and the North Carolina Association of County Directors of Social Services (NCACDSS); and
- WHEREAS,** Jerrie McFalls will retire from service with Henderson County and its citizens on July 31, 2024, currently as the longest tenured Henderson County employee with more than 44 years of dedicated full-time continuous service; and

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners expresses their deep admiration for the experience and wisdom that Jerrie McFalls has brought to her service with Henderson County. On behalf of the citizens and staff of Henderson County, we appreciate and commend you on a job well done, Jerrie McFalls. In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 17th day of July 2024.




DENISA LAUFFER, CLERK TO THE BOARD



REBECCA MCCALL, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

Henderson County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 266,020 Local Match: \$ 207,471 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% from DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	JCPC Administration	\$5,400						\$5,400	
2	Boys & Girls Club of Henderson County	\$39,600	\$2,970	\$8,910				\$51,480	23%
3	Kids At Work!	\$76,952		\$26,664	\$24,537			\$128,153	40%
4	Blue Ridge Literacy Council At-Risk Youth Literacy & Life Skills Program	\$34,000	\$10,500	\$3,358	\$54,433			\$102,291	67%
5	Aspire Vocational Direction	\$68,443		\$22,180	\$25,539			\$116,162	41%
6	Hope Rising - Teen Court	\$41,625			\$28,380			\$70,005	41%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$266,020	\$13,470	\$61,112	\$132,889			\$473,491	44%

The above plan was derived through a planning process by the Henderson County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2023-2024

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type initial plan update final

----DPS Use Only----

Reviewed by _____ Area Consultant _____ Date _____

Reviewed by _____ Program Assistant _____ Date _____

Verified by _____ Designated State Office Staff _____ Date _____

Chairperson, Juvenile Crime Prevention Council (Date)

Rebecca McCell 2/17/24

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

Resolution Approving the Settlement with the Tax Collector for the 2023-2024 Tax Year

WHEREAS, N.C.G.S. 105-352 requires that settlement be made with the Tax Collector for the taxes charged to the Tax Collector in the previous tax year prior to delivery of the tax receipts to the Tax Collector for the current tax year, said settlement being conducted in accordance with N.C.G.S. 105-373; and

WHEREAS, N.C.G.S 105-373 requires that settlement be made for both taxes charged to the Tax Collector in the previous tax year, and for all delinquent taxes charged to the Tax Collector, there being a specified format for current tax year settlements, but not delinquent taxes; and

WHEREAS, the Henderson County Board Commissioners has received a proposed settlement for the 2022-2023 tax year taxes, and all delinquent taxes charged to the Tax Collector for prior tax years;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Settlement for the 2023-2024 taxes charged to the Tax Collector is hereby approved. The Board finds:
 - a. All prepayments received by the Tax Collector were properly deposited;
 - b. The settlement is in proper form;
 - c. A diligent effort was made to collect from the person who were legally obligated to pay their taxes for the 2023-2024 fiscal year; and
 - d. Those persons identified in the report of insolvents submitted by the Tax Collector are found to be insolvents. The insolvents list shall be entered into the minutes and credited to the Tax Collector as part of this settlement.

2. The Settlement for the delinquent taxes charged to the tax collector for the previous fiscal years is hereby approved. The Board finds that the settlement for the delinquent taxes is in an appropriate form.

THIS the 17th day of July, 2024.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 

Rebecca McCall, Chairman

Attest:  (County Seal)


Denisa Lauffer, Clerk to the Board

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners (the "Board") of the County of Henderson, North Carolina, was duly held on July 17, 2024 at 9:30 a.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Rebecca McCall presiding.

The following members were present: Chairman McCall, Vice-Chair Edney, Commissioner Lapsley, Commissioner Hill, Commissioner Andriotta

The following members were absent: none

* * * * *

Commissioner Hill moved that the following resolution (the "Resolution"), a copy of which was available with the Board and which was read by title:

AMENDMENT TO RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF AN ADDITION TO THE HENDERSON COUNTY COURTHOUSE AS PART OF A HENDERSON COUNTY JUDICIAL CENTER FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS.

WHEREAS, the Board of Commissioners (the "Board") of the County of Henderson, North Carolina (the "County") has previously determined that it is in the best interests of County to finance the construction and equipping of an addition to the Henderson County Courthouse as part of a Henderson County Judicial Center (the "Project");

WHEREAS, in furtherance of such plan to finance the Project, the Board previously adopted a resolution at its meeting held on February 7, 2022 titled "Resolution of the County of Henderson, North Carolina Declaring the Intent of the County of Henderson, North Carolina to Reimburse Itself for Capital Expenditures Incurred in Connection with the Construction and Equipping of an Addition to the Henderson County Courthouse as Part of a Henderson County Judicial Center from the Proceeds of Certain Tax-Exempt Obligations" (the "Original Resolution");

WHEREAS, in the Original Resolution, the County stated, among other things, its intent to (1) finance all or a portion of the costs of the Project with proceeds of certain tax-exempt obligations (the "Obligations") expected to be executed and delivered in an aggregate principal amount of \$83,500,000; (2) incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the "Original Expenditures") from a source other than the proceeds of the Obligations; and (3) reimburse itself for Original Expenditures incurred and paid on or after the date occurring 60 days prior to the date the Original Resolution was adopted from a portion of the proceeds of the Obligations, which Obligations will be executed and delivered after the dates of such Original Expenditures;

WHEREAS, since the date of the adoption of the Original Resolution, the estimated construction budget for the Project has increased to approximately \$120,000,000:

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

Section 1. **Amendment to Original Resolution.** Section 1 of the Original Resolution is amended to provide that the aggregate principal amount of the Obligations expected to be executed and delivered by County to pay for the costs of the Project is approximately \$120,000,000.

Section 2. **Ratification.** Except as otherwise amended by this Resolution, the Original Resolution is hereby ratified, approved and confirmed in all respects.

Section 3. **Effective Date.** This Resolution is effective immediately on the date of its adoption.

On motion of Commissioner Hill, seconded by Commissioner _____, the foregoing resolution entitled "AMENDMENT TO RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF AN ADDITION TO THE HENDERSON COUNTY COURTHOUSE AS PART OF A HENDERSON COUNTY JUDICIAL CENTER FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS." was duly adopted by the following vote:

AYES: 5

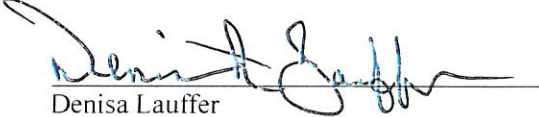
NAYS: 0

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

I, *Denisa Lauffer*, 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 **"AMENDMENT TO RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF A COURTHOUSE AS A PART OF A HENDERSON COUNTY JUDICIAL CENTER FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS"** adopted by the Board of Commissioners of the County of Henderson, North Carolina, at a meeting held on the 17th day of July, 2024.

WITNESS my hand and the corporate seal of the County of Henderson, North Carolina, this the ___ day of July, 2024




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

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners (the "Board") of the County of Henderson, North Carolina, was duly held on July 17, 2024 at 9:30 a.m. in the Commissioners' Meeting Room, Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville, North Carolina. Rebecca McCall presiding.

The following members were present: Chairman McCall, Vice-Chair Edney, Commissioner Lapsley, Commissioner Hill, Commissioner Andretta

The following members were absent: none

* * * * *

Commissioner Hill moved that the following resolution (the "Resolution"), a copy of which was available with the Board and which was read by title:

AMENDMENT TO RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF AN ADDITION TO AND MODIFICATIONS OF THE HENDERSON COUNTY DETENTION FACILITY AS PART OF A HENDERSON COUNTY JUDICIAL CENTER FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS.

WHEREAS, the Board of Commissioners (the "Board") of the County of Henderson, North Carolina (the "County") has previously determined that it is in the best interests of County to finance the construction and equipping of an addition to and modification of the Henderson County Detention Center as part of a Henderson County Judicial Center (the "Project");

WHEREAS, in furtherance of such plan to finance the Project, the Board previously adopted a resolution at its meeting held on February 7, 2022 titled "Resolution of the County of Henderson, North Carolina Declaring the Intent of the County of Henderson, North Carolina to Reimburse Itself for Capital Expenditures Incurred in Connection with the Construction and Equipping of an Addition to and Modifications of the Henderson County Detention Facility as Part of a Henderson County Judicial Center from the Proceeds of Certain Tax-Exempt Obligations" (the "Original Resolution");

WHEREAS, in the Original Resolution, the County stated, among other things, its intent to (1) finance all or a portion of the costs of the Project with proceeds of certain tax-exempt obligations (the "Obligations") expected to be executed and delivered in an aggregate principal amount of \$45,000,000; (2) incur and pay certain expenditures in connection with the Project prior to the date of execution and delivery of the Obligations (the "Original Expenditures") from a source other than the proceeds of the Obligations; and (3) reimburse itself for Original Expenditures incurred and paid on or after the date occurring 60 days prior to the date the Original Resolution was adopted from a portion of the proceeds of the Obligations, which Obligations will be executed and delivered after the dates of such Original Expenditures;

WHEREAS, since the date of the adoption of the Original Resolution, the estimated construction budget for the Project has increased to approximately \$80,000,000:

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

Section 1. **Amendment to Original Resolution.** Section 1 of the Original Resolution is amended to provide that the aggregate principal amount of the Obligations expected to be executed and delivered by County to pay for the costs of the Project is approximately \$80,000,000.

Section 2. **Ratification.** Except as otherwise amended by this Resolution, the Original Resolution is hereby ratified, approved and confirmed in all respects.

Section 3. **Effective Date.** This Resolution is effective immediately on the date of its adoption.

On motion of Commissioner Hill, seconded by Commissioner _____, the foregoing resolution entitled "AMENDMENT TO RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF AN ADDITION TO AND MODIFICATIONS OF THE HENDERSON COUNTY DETENTION FACILITY AS PART OF A HENDERSON COUNTY JUDICIAL CENTER FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS." was duly adopted by the following vote:

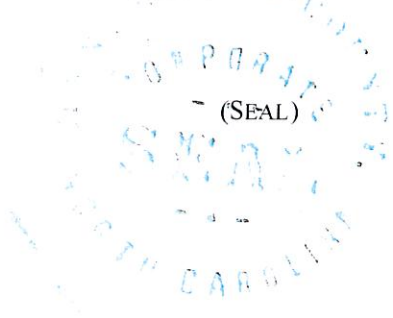
AYES: 5


NAYS: 0

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

I, *Denisa Lauffer*, 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 "AMENDMENT TO RESOLUTION OF THE COUNTY OF HENDERSON, NORTH CAROLINA DECLARING THE INTENT OF THE COUNTY OF HENDERSON, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE CONSTRUCTION AND EQUIPPING OF AN ADDITION TO AND MODIFICATIONS OF THE HENDERSON COUNTY DETENTION FACILITY AS A PART OF A HENDERSON COUNTY JUDICIAL CENTER FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS" adopted by the Board of Commissioners of the County of Henderson, North Carolina, at a meeting held on the 17th day of July, 2024.

17th **WITNESS** my hand and the corporate seal of the County of Henderson, North Carolina, this the ___ day of July, 2024




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

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: July 17, 2024

SUBJECT: Budget Amendment – Public Transit Bus Purchase

PRESENTER: Janna Bianculli, Senior Planner

ATTACHMENTS: 1. Budget Amendment

SUMMARY OF REQUEST:

Pending approval of the budget amendment, Henderson County plans to purchase a replacement bus for the vehicle totaled in an accident in March 2024 to maintain the current level of service for Apple Country Transit and the required fleet per Federal Transit Administration (FTA) guidelines.

This budget amendment is for the cost of the vehicle, appropriate taxes and registration fees, and associated costs that include vehicle wrapping, bike rack, fare box, etc.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached budget amendment as presented. This will replace the vehicle that was totaled in an accident in March 2024.

Suggested Motion:

I move to approve the proposed budget amendment as presented.

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: PLANNING/PUBLIC TRANSIT

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>335497-553000</u>	<u>CAPITAL OUTLAY-VEHICLES</u>	<u>\$142,000</u>

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

Account	Line-Item Description	Amount
<u>330000-392000</u>	<u>FUND BAL-UNASSIGNED</u>	<u>\$142,000</u>

Justification: *Please provide a brief justification for this line-item transfer request.*
 A budget amendment is needed to purchase a replacement bus after one was unexpectedly totaled.
 BOC approved July 17, 2024 .

 Authorized by Department Head

 Date

 Authorized by Budget Office

 Date

 Authorized by County Manager

 Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: 17 July 2024
SUBJECT: North Carolina Office of State Budget and Management – ROD Grant
PRESENTERS: Lee King – Register of Deeds
ATTACHMENTS: Yes
1 – Budget Amendment

SUMMARY OF REQUEST:

The North Carolina Office of State Management and Budget (NCOSMB) provides grant funding to local governments in the amount of \$2,000 for the management and preservation of historic records and files. The Board previously approved the application for this grant at the BOC meeting held on 20 July 2022. This is the second time this program has been offered by the State. The previous grant money awarded in 2022 was used to help defray the cost of restoring 5 of the County's oldest deed books from the 1830s and 1840s.

The Register of Deeds is currently applying for a second NCOSMB grant to continue with deed book preservation. The Board is requested to approve appropriation of \$2,000 from the Register of Deeds' restricted AEPF fund balance to provide the required match for this grant.

BOARD ACTION REQUESTED:

The Board is requested to approve the attached budget amendment to appropriate ROD restricted fund balance in the amount of \$2,000 for the required NCOSMB grant match to be used for grant management and preservation of historic records and files within the Register of Deeds office.

Suggested Motion:

I move the Board approve the attached Budget Amendment to appropriate fund balance for the NCOSMB grant as outlined above.

LINE-ITEM TRANSFER REQUEST
 HENDERSON COUNTY



Department: Register of Deeds

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
115418-539000-9042	Contracted Services	\$4,000

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

Account	Line-Item Description	Amount
114990-401002-9042	Fund Balance Appropriated - ROD Restricted	\$2,000
114418-454030-9042	NCOBM Grant Funds	\$2,000

Justification:

Budget amendment to bring in grant funding from the NC Office of State Budget & Management for restoration of old deed books. This grant was previously approved by the Board of Commissioners at their meeting on 20 July 2022. Required match of \$2,000 will come from AEPF fund balance. BOC approved 17 July 2024.

William Lee King

Authorized by Department Head

17-Jul-2024

Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only	
Batch #	_____
BA #	_____
Batch Date	_____

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: July 17, 2024

SUBJECT: US DOJ Asset Forfeiture Fund Expenditure

PRESENTER: Sheriff Lowell S. Griffin

ATTACHMENTS: Yes

1. Quote for Upgrading PowerDMS PowerReady
2. Budget Amendment

SUMMARY OF REQUEST:

The Sheriff's Department is requesting that the Board approve an appropriation from the Sheriff's Office Restricted US DOJ funds (114431-451005-9066) in an amount of \$15,025 to purchase PowerDMS PowerReady. This is an add-on for our existing PowerDMS program which will enhance the Field Training Officer (FTO) program. Basically, it will digitalize and maintain records for each deputy.

BOARD ACTION REQUESTED:

The Board is requested to approve an appropriation from Restricted US DOJ funds in an amount not to exceed \$15,025 and the necessary budget amendment, and to authorize the Sheriff's Office to purchase equipment for use in maintaining the FTO program.

Suggested Motion:

I move the Board of Commissioners approve the attached budget amendment to allow appropriation from Restricted US DOJ funds.

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

REBECCA MCCALL
Chairman
J. MICHAEL EDNEY
Vice-Chairman

WILLIAM LAPSLEY
DANIEL ANDREOTTA
DAVID HILL

RESOLUTION BY THE COUNTY OF HENDESON AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, Henderson County and its residents have suffered from an opioid epidemic to the extent that in 2021, Henderson County's overdose death rate was 39 out of 100,000 people, and Henderson County's overdose death illicit drug involvement rate was 71 out of 100 overdose deaths; and,

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. ("Kroger") as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

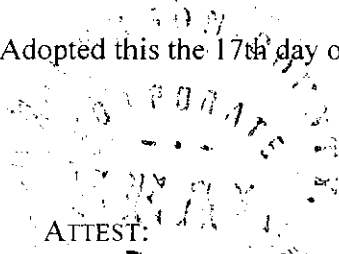
WHEREAS, it is advantageous to all North Carolinians for local governments, including Henderson County and its residents, to sign onto the settlements and SAAF-2 and demonstrate

solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

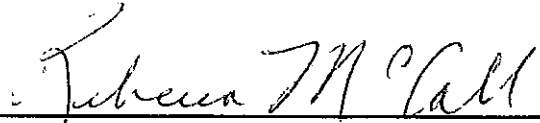
NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Henderson County hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 17th day of July 2024.



ATTEST:


DENISA LAUFFER, CLERK TO THE BOARD


REBECCA MCCALL, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: July 17, 2024

SUBJECT: NC State Budget Soil and Water Appropriation – Project Listing

PRESENTER: John Mitchell, County Manager
Samantha Reynolds, Financial Services Director

ATTACHMENTS: Yes
1. Letter from Senator Moffit
2. Projects Listing

SUMMARY OF REQUEST:

In the State of North Carolina's 2023 Appropriations Act, Henderson County has received funding directed to Henderson County Soil and Water for stream restoration and flood resiliency projects. Additional information has been provided by Senator Tim Moffitt in the attached projects listing. Included in the listing:

“The projects tied to this appropriation are attached to this letter and listed in order of priority. As noted on the document, contracts with landowners have not been obtained for the stream restoration projects. That will be reflected in the Short Session budget language and any monies not committed by the end of the biennium will be directed to Henderson County for farmland preservation.”

The Board is requested to direct staff to incorporate these projects into the scope of work for the stream restoration projects.

BOARD ACTION REQUESTED:

The Board is requested to direct staff to incorporate these projects into the scope of work for the stream restoration projects.



TIMOTHY D. MOFFITT
NORTH CAROLINA SENATE
DISTRICT 48

HENDERSON, POLK, AND RUTHERFORD COUNTIES

LEGISLATIVE OFFICE
2211 LEGISLATIVE BUILDING
16 WEST JONES STREET
RALEIGH, NC 27601-1096
(919) 733-5745

COMMITTEES
APPROPRIATIONS
COMMERCE & INSURANCE
PENSIONS, RETIREMENT, AND AGING
STATE AND LOCAL GOVERNMENT
TRANSPORTATION

May 30, 2024

Ms. Rebecca McCall
Chair, Henderson County Commission
1 Historic Courthouse Sq., Suite 1
Hendersonville, NC 28792

Re: Soil and Water Appropriation

Madam Chair,

Members of the NC General Assembly in both the House and Senate are reviewing the 2023 Appropriations Act, <https://www.ncleg.gov/BillLookUp/2023/h259>, in an effort to provide greater detail and appropriate guidance regarding certain block appropriations.

In the Act, a block appropriation for \$14,000,000.00 was directed to Henderson County Soil and Water specifically for stream restoration and flood resiliency. This language can be found at the top of page 410, E 43 (of the Joint Conference Committee Report, more commonly known as the money report: <https://webservices.ncleg.gov/ViewBillDocument/2023/7321/2/H259-BD-NBC-11460>).

In reviewing these appropriations on a statewide basis, legislative staff recommended that additional information is needed to clarify the intent of the General Assembly to assist our local partners in their decision making. The following, I believe, is the only guidance needed for Henderson County at this time. If additional clarifications are needed, please let me know.

For reference: Conference Report on the Base, Capital and Expansion budget, page 410 of the entire document, page 43 of Section E on Justice and Public Safety reads:

Henderson County \$14,000,000 NR Fund Code:2E50.

Budgets receipts from the SERDRF for a directed grant to Henderson County for stream restoration and flood resiliency projects. (SERDRF: State Emergency Response and Disaster Relief Fund).

The projects tied to this appropriation are attached to this letter and listed in order of priority. As noted on the document, contracts with landowners have not been obtained for the stream restoration projects. That will be reflected in the Short Session budget language and any monies not committed by the end of the biennium will be directed to Henderson County for farmland preservation.

I hope this information is helpful. Please let me know if you have any questions or need any additional information.

Warm regards,

A handwritten signature in blue ink, appearing to read "Timothy D. Moffitt".

Timothy D. Moffitt
Senator, District 48
Henderson, Polk and Rutherford Counties

Project	Stream Length (ft)	Project Estimate	Comments
Lake Hosea Dam	N/A	\$3,500,000.00	\$300,000 already spent on the design of this project.
Camp Tekoa Dam	N/A	\$4,200,000.00	Include storm water needs.
Subtotal		\$7,700,000.00	
Mud Creek Stream Gage		\$30,000.00	Henderson County EMS for emergency preparedness.
Subtotal		\$30,000.00	
Cane Creek Restoration	5,500	\$650,000.00	Has an existing NCLWF Grant for a portion of this project. Funds are needed to complete.
Bat Fork - Blue Ridge Community College Phase II	2,000	\$450,000.00	Has initial grant of \$110,000 match to start design.
Bat Fork - Jackson Park	8,000	\$800,000.00	Stream Restoration projects with floodplain development/expansion.
Bat Fork - Thomas Property Restoration	2,000	\$550,000.00	
Wolfpen Creek (Staton Property)	500	\$400,000.00	
Subtotal	18,000	\$2,850,000.00	
Mouth of Mud Creek Phase II	2,500	\$200,000.00	Stream restoration projects with floodplain development/expansion AND wetland and habitat development. All projects on the French Broad River.
Hickory Hill Swamp	1,000	\$200,000.00	
Freer Property	2,500	\$850,000.00	
Ceron Brothers Farms	3,000	\$400,000.00	
Muddy Bottom Hunt Club	4,000	\$400,000.00	
James Property	3,000	\$200,000.00	
Subtotal	16,000	\$2,250,000.00	
Mills River @ Kingfisher Lane (Farmer)	1,000	\$300,000.00	Along paddle trail on the Mills River.
Additional County Park Needs	5,000	\$600,000.00	Etowah - 2,000 ft of Gash Creek, Town of Fletcher - 3,000 ft of Cane Creek
McDowell Creek (NCSU Research Farm)	3,000	\$1,500,000.00	Phase 1
Subtotal	9,000	\$2,400,000.00	
Totals	43,000	\$15,230,000.00	\$14,000,000 Budget

Note: Contracts with landowners have not been obtained for the stream restoration projects. Some projects may not be pursued so additional projects have been identified to ensure all funding is utilized. Costs have been estimated based on initial project review.

Resolution Setting the Bond Amounts for the Tax Collector and Deputy Tax Collector

WHEREAS, N.C.G.S. 105-352 requires that before the tax receipts are delivered to the Tax Collector for collection, the Board of Commissioners must approve a bond amount for the Tax Collector and Deputy Tax Collector; and

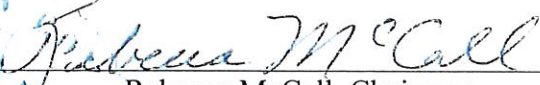
WHEREAS, the Board of Commissioners is desirous of complying with N.C.G.S. 105-352;

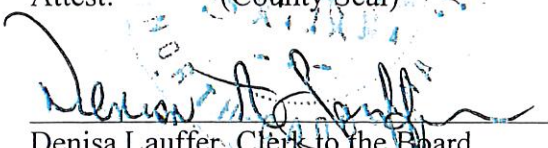
NOW THEREFORE IT BE RESOLVED AS FOLLOWS:

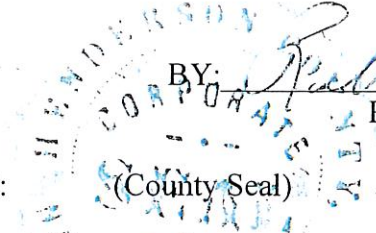
1. The Bond amount for the Tax Collector shall be set at \$1,000,000 through August of 2025.
2. The bond amount for the Deputy Tax Collector shall be set at \$250,000 to run through August of 2025.

THIS the 17th day of July, 2024.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 
Rebecca McCall, Chairman

Attest: 
Denisa Lauffer, Clerk to the Board


(County Seal)

Resolution Adopting the Order of Collection for the 2024-2025 Tax Year

WHEREAS, N.C.G.S. 105-352 requires that before the tax receipts for the 2024-2025 Tax Year may be delivered to the Tax Collector for collection the following must occur: (1) the Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director's satisfaction that all prepayments received have been deposited; (2) the Tax Collector must make settlement with the Board of Commissioners for all taxes placed in his hands for collection for the 2023-2024 tax year; and (3) the Board of Commissioners must approve the bonds proposed for the Tax Collector (and the Deputy Tax Collector) for collection of all taxes charged for the 2024-2025 Tax Year and all delinquent taxes

WHEREAS, prepayments were received for 2024 taxes; and

WHEREAS, the Board of Commissioners has approved the settlement for the taxes charged to the Tax Collector for collection for the 2023-2024 tax year, including the delinquent taxes; and

WHEREAS, The Board of Commissioners has approved the bonds proposed for the Tax Collector and the Deputy Tax Collector;

NOW THEREFORE BE IT RESOLVED that the order of collection attached hereto is hereby adopted.

THIS the 17th day of July, 2024.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

Attest:

(County Seal)


Rebecca McCall, Chairman


Denisa Lauffer, Clerk to the Board

STATE OF NORTH CAROLINA

ORDER OF COLLECTION

COUNTY OF HENDERSON

TO THE TAX COLLECTOR OF HENDERSON COUNTY:

You, Harry Rising, are hereby authorized, empowered, and commanded to collect the taxes, including current, insolvent and delinquent, set forth in the tax records filed in the Office of the Assessor for Henderson County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Henderson, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

WHEREAS, the County of Henderson includes the following unincorporated districts: Blue Ridge Fire District, Valley Hill Fire District, Edneyville Fire District, Etowah-Horseshoe Fire District, Fletcher Fire District, Green River Fire District, Mountain Home Fire District, Mills River Fire District, Dana Fire District, Gerton Fire District, Raven Rock Fire District, and Bat Cave Fire District. You are hereby ordered to collect on their behalf in accordance with paragraph one of this Order of Collection.

WHEREAS, an Interlocal Agreement for Tax Collection was made effective July 15th, 2015 between the County of Henderson and City of Saluda, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WHEREAS, an Interlocal Agreement for Tax Collection was made effective July 1st, 2024 between the County of Henderson and City of Hendersonville, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WHEREAS, the City of Hendersonville contains two special districts: Downtown-Main Street and Seventh Avenue, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WHEREAS, an Interlocal Agreement for Tax Collection was made effective July 1st, 2024 between the County of Henderson and Town of Laurel Park, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WITNESS my hand and official seal, this 17th day of July, 2024.

HENDERSON COUNTY BOARD OF COMMISSIONERS



BY:

Rebecca McCall

Rebecca McCall, Chairman

ATTEST: (OFFICIAL SEAL)

Denisa Laufer

Denisa Laufer, Clerk to the Board

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") made and entered into this 17th day of July, 2024 (the "Execution Date"), between Etowah Sewer Company, Inc., a North Carolina corporation (the "Seller"), and the County of Henderson, a body corporate and politic of the State of North Carolina (the "Purchaser").

BACKGROUND

A. The Seller is a North Carolina corporation which carries on the business of Utility Company (sanitary sewer) in the Etowah community of Henderson County, North Carolina.

B. The Seller owns and desires to sell certain assets of its business defined herein (the "Assets") to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets, all on the terms contained herein.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

1. **Definitions:** The following definitions apply in this Agreement:
 - a. The "Assets" to be included in this Agreement include all assets of the Seller. The Assets consist of the following:
 - i. all real estate and equipment used in carrying on the business of the Seller;
 - ii. all inventory and packaging;
 - iii. all books, records and files, relevant to carrying on the Seller; and
 - iv. any and all rights (including collection and discharge permits) required for lawful operation of a sanitary sewer system, easements, records, equipment, and customer accounts.
 - v. accounts payable to the Seller from the operation of its sanitary sewer system, but not including any accounts payable to the Seller owed, received or contemplated on account of any Excluded Assets.

and do not include any Excluded Assets. All assets are to be conveyed free and clear from all liens, encumbrances or other indebtedness.

b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.

c. "Environmental Law" means any and all statutes, regulations, common laws or any other directives having force of law pertaining to protection of the environment including but not limited to all laws affecting the production, manufacture, storage, transport and disposal of Hazardous Materials.

d. "Hazardous Material" means any material or substance of any description that could reasonably be expected to cause harm or damage to the health of man or any other living organism.

e. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

f. "Excluded Assets" means Seller's cash, including funds in Seller's bank accounts, and any contractual rights (and duties) for development of any parcel or parcels.

2. **Sale:** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller.

3. **Purchase Price:** The Purchase Price for the Assets shall be \$400,000.00.

4. **Closing:** The Closing of the purchase and sale of the Assets will take place on August 15, 2024 ("Closing Date"), at the offices of the Purchaser.

5. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will deliver the Assets to the Purchaser. The Seller will deliver to the Purchaser possession of the Assets, in the same condition as on the Execution Date, and free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached as a result of the Purchaser's actions.

6. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Assets, where required including, but not limited to, bills of sale, assignments, assurances, and consents. The Seller will also co-operate with the Purchaser as needed in order to effect the required registration, recording, and filing with public authorities of the transfer of ownership of the Assets to the Purchaser.

7. **Payment:** The Purchase Price for the Assets will be paid by the Purchaser in one lump sum payment to the Seller in the form of a certified check, a teller's check or an

electronic money or funds transfer. In the case of an electronic money or funds transfer, the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.

8. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Assets from the Seller to the Purchaser.

9. **Seller's Representations and Warranties:** The Seller represents and warrants to the Purchaser that:

a. the Seller has full legal authority to enter into and exercise its obligations under this Agreement;

b. the Seller is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted;

c. the corporate Seller, Etowah Sewer Company, Inc. has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the Seller;

d. the Seller is the absolute beneficial owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others. The Seller is exclusively entitled to possess and dispose of the Assets;

e. to the best knowledge of the officers of the Seller there is no pending or anticipated claim against the Assets or against the Seller's ownership or title in the Assets or against the Seller's right to dispose of the Assets;

f. no third-party contract is outstanding that could result in a claim against or affecting the Assets in whole or in part either now or in the future;

g. the Seller does not have any outstanding contracts, agreements, or commitments of any kind, written or oral, with any third party regarding the Assets, except for any material contracts described in, and/or attached to this Agreement. The Seller represents and warrants that no material default or breach exists with regard to any presently outstanding material contract;

h. execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor;

i. except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee or other similar payment;

j. the Seller is a resident of the United States for the purposes of the Internal Revenue Code;

k. the Seller has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities;

l. the Seller is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit-sharing plan or similar plan;

m. the Seller will not dismiss any current employees or hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employee's employment, after signing this Agreement, unless the Purchaser provides written consent;

n. the Seller will cooperate with the Purchaser to assist in the existing operations contract for the sanitary sewer facilities;

o. there are no claims threatened or pending against the Seller by any current or past employee relating to any matter arising from or relating to the employment of the employee;

p. the Assets, while owned by the Seller, have been maintained at all times in accordance with standard industry practice. The Seller further warrants that all tangible assets are in good working order;

q. the Seller is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Seller has duly licensed, registered, or qualified the Seller with the appropriate authorities and agencies;

r. the Seller has not produced, manufactured, stored, transported or disposed of any Hazardous Materials of any kind and to the best knowledge of the Seller, no discharge, leakage or release of Hazardous Materials, whether accidental or otherwise, has occurred for which the Purchaser could ultimately become liable. There are no ongoing, pending, threatened or anticipated civil or criminal actions, enquiries or investigations with regard to the breach of any applicable Environmental Laws;

s. the Seller maintains insurance policies on the Assets and such policies are in full force and effect and of an adequate value as would be reasonable in its

industry. The Seller has neither defaulted under these insurance policies, whether as a result of failure to pay premiums or due to any other cause, nor has the Seller failed to give notice or make a claim under these insurance policies in a timely manner;

t. to the best knowledge of the officers of the Seller, the conduct of the Seller does not infringe on the patents, trademarks, trade names, or copyrights, whether domestic or foreign, of any other person, firm or corporation;

u. the Seller owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files and programs after the Closing Date in the same manner as before the Closing Date;

v. the Seller has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser;

w. this Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction; and

x. the Seller's sanitary sewer system is in compliance with all provisions of all North Carolina issued permits for the system's operation.

y. the conveyance of all real property hereunder will be by general warranty deed.

10. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.

11. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each representation and warranty.

12. The Seller's representations and warranties will survive the Closing Date of this Agreement.

13. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the

Purchaser unless the Purchaser provides notice in writing to the Seller containing full details of the claim on or before the third anniversary of the Closing Date.

14. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, and the Purchaser is entitled to recover damages from a third party then the amount of the claim against the Seller will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Purchaser in recovering the amount from the third party.

15. **Purchaser's Representations and Warranties:** The Purchaser represents and warrants to the Seller the following:

a. the Purchaser has full legal authority to enter into and exercise its obligations under this Agreement;

b. the corporate Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of the corporate Purchaser;

c. the Purchaser has funds available to pay the full Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement;

d. the Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment;

f. this Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction; and

g. the Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.

16. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.

17. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser

acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.

18. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.

19. Where the Seller has a claim against the Purchaser relating to one or more representations and warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.

20. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

21. **Conditions Precedent to be performed by Seller:** The obligation of the Purchaser to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:

- a. all of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date;
- b. the Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Purchaser;
- c. no substantial damage to or alteration of the Assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date;
- d. the Seller will have obtained any necessary consents for assigning any leases to the Purchaser as well as providing estoppel certificates from such owners or landlords showing that there are no arrears of rent, no breaches under such leases and the amount of the security deposits held by such third parties;
- e. the Seller will execute and deliver bills of sale for the Assets in favor of the Purchaser;
- f. the Seller will provide the Purchaser with complete information concerning the operation of the Seller, in order to put the Purchaser in a position to carry on in the place of the Seller; and

g. the parties will have obtained permission for conveyance of all North Carolina issued permits for operation of a sanitary sewer system from the Seller to the County of Henderson, or for the granting of new permits for the ownership and operation of the sanitary sewer system, the assets of which are conveyed hereunder, by the County of Henderson.

22. **Conditions Precedent not satisfied:** If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and there will be no further liability as between the Parties.

23. **Disclosure:** Upon the reasonable request of the Purchaser, the Seller will, from time to time, allow the Purchaser and its agents, advisors, accountants, employees, or other representatives to have reasonable access to the premises of the Seller and to all of the books, records, documents, and accounts of the Seller, during normal business hours, between the date of this Agreement and the Closing Date, in order for the Purchaser to confirm the representations and warranties given by the Seller in this Agreement.

24. **Employees:** Other than the operator contract, the Purchaser will not be offering employment to any existing officer or employee of the Seller (the "Employees"). All individuals who are officers or employees of the Seller up to and including the Closing Date will remain the full responsibility of the Seller. Any individual hired by the Seller after the Closing Date will be the sole responsibility of the Seller.

25. The Seller will deliver to the Purchaser prior to the Closing Date, resignations of all Employees of the Seller, each such resignation will be effective on the Closing Date. The Seller will pay all Employee compensation incurred by it up to and including the Closing Date including all salaries, benefits, bonuses including share bonuses and share options and any other compensation owing to the Employees up to and including the Closing Date. The Seller will be responsible for all severance benefits, vacation days, sick days, personal days and other compensated time off accrued by all Employees up to and including the Closing Date.

26. The Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government pension, social security or unemployment insurance authority. The Seller indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred prior to or on the Closing Date.

27. **Non-Assumption of Liabilities:** It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Seller prior to and including the Closing Date. Notwithstanding any other provision in this Agreement,

it is expressly understood and agreed that there is no conveyance by the Seller or assumption by the Purchaser of any rights, duties or obligations of the Seller arising from any agreement the Seller may have with any current or future owners or developers of property now or formerly used as the Etowah Valley Golf & Resort.

28. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents, and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Seller prior to and including the Closing Date.

29. **Transfer of Third-Party Contracts:** This Agreement is not to be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract. Further, no third party contract of the Seller will be assumed by the Purchaser except in a separate written document executed by the Purchaser.

30. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.

31. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Seller resulting from the failure of the Purchaser to acquire any third party contracts.

32. **Notices:** Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or 7 days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

33. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

34. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

35. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of

which is as close as possible to the intended effect of the original invalid or unenforceable provision.

36. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

37. The courts of the State of North Carolina will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

38. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.

39. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.

40. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

41. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

42. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

43. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

44. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.

45. Time is of the essence in this Agreement.

46. This Agreement may be executed in two (2) counterparts.


47. "Due Diligence": The Purchaser shall have the right to review and all any contracts of the Seller, and further investigate the same, and further to examine (during reasonable times) the Assets. During the period specified in this paragraph, the Purchaser shall have the right to terminate this Agreement for any reason or no reason. The time by which the Purchaser must exercise this right to terminate is 5:00 p.m. on June 4, 2024.

Purchaser and Seller each expressly waive any right that they may have to deny the right to conduct this Due Diligence provisions or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Assets.

48. **Condition Precedent to Purchaser's Obligation:** It shall be an express condition precedent that the Purchaser's Board of Commissioners ratify this Agreement on an open meeting at the Board's meeting on July 17, 2024.

IN WITNESS WHEREOF the Parties have executed the same under seal, the date and year stated above.

ETOWAH SEWER COMPANY, INC.

By: 
President

Attest:


Corporate Secretary

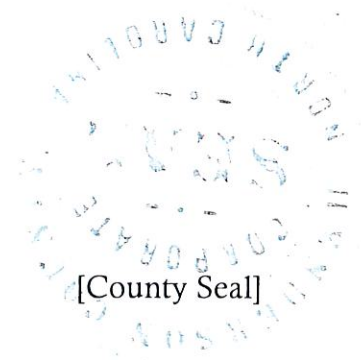
[Corporate Seal]

COUNTY OF HENDERSON

By: 
Chair, Henderson County Board of Commissioners

Attest:


Clerk to the Board of Commissioners



[County Seal]