Agenda
Board of Commissioners

1 Historic Courthouse Square, Hendersonville, NC
Wednesday, October 21, 2026 -- 9:30 AM

1. **Call to Order/Welcome**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Resolutions and Recognitions**

   A. **Resolution - "We are Hope Week" in Henderson County Public Schools**
   Requests adoption of resolution

5. **Informal Public Comment**
6. **Discussion/Adjustment of Agenda**
7. **Consent Agenda**

   A. **Approval of Minutes – October 5, 2026**
   Approval of minutes from previous meeting

   B. **Resolution - Amended Opioid Settlement Fund Expenditure Authorization**
   Requests approval of amended resolution

   C. **North Carolina Arts Council Grant**
   Requests approval of grant contract

   D. **Facility Use Policy Exemption - Special Needs Sports**
   Requests exemption to County policy

   E. **Vendor Contract - Motorola**

   F. **Construction Manager at Risk - Berkeley Ballpark Project**
   Requests approval of vendor selection

   G. **Test Item**

H. SRR TEST
TEST TEST

8. Discussion

A. Construction Projects Update
Routine Monthly Report on Construction Projects

B. Henderson County State of Aging

C. Invasive Species in Henderson County

D. Design Agreement — Etowah Sewer Plant Replacement

9. Commissioner Updates
Routine updates from Commissioners

A. This is a test.

B. This is another test.

10. County Manager's Report
Report from the County Manager

11. Important Dates
Upcoming schedule of meetings and events

12. Closed Session
2. Pursuant to N.C. Gen. Stat. § 143-318.11(a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (I) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease; or (II) the amount of compensation and other material terms of an employment contract or proposed employment contract.

13. Adjourn

_____ _____

Denisa A. Lauffer, Clerk to the Board William G. Lapsley, Chairman

Request for Board Action

Henderson County
Board of Commissioners

Meeting Date: October 21, 2026

Subject: **Resolution - "We are Hope Week" in Henderson County Public Schools**

Presenter: Denisa Lauffer, Clerk to the Board of Commissioners

Attachments:
1. RESOLUTION - WE ARE HOPE WEEK IN HENDERSON COUNTY PUBLIC SCHOOLS

Summary of Request:

Requests adoption of resolution

Board Action Requested:

Requests adoption of resolution

Suggested Motion:

I move the Board adopt the resolution, observing November 9-13, 2026, as "We are Hope" Week in Henderson County Public Schools.

REQUEST FOR BOARD ACTION

HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: October 21, 2026

SUBJECT: Resolution – "We Are Hope" Week In Henderson County Public Schools

PRESENTER: Commissioner Rebecca McCall

ATTACHMENTS: Yes
1. Resolution

SUMMARY OF REQUEST:

The Henderson County Board of Commissioners is requested to adopt the attached resolution, observing November 9 – 13, 2026, as "We Are Hope" Week in Henderson County Public Schools' middle and high schools.

BOARD ACTION REQUESTED:

The Board is requested to adopt the attached resolution as presented.

SUGGESTED MOTION:

I move that the Board adopt the Resolution, observing November 9-13, 2026 as "We Are Hope" Week in Henderson County Public Schools middle and high school.

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

William G. Lapsley
Chairman
J. Michael Edney
Vice-Chairman

Rebecca K. McCall
Sheila W. Franklin
J. Jay Egolf

RESOLUTION – HONORING THE OBSERVANCE OF "WE ARE HOPE" WEEK IN HENDERSON COUNTY PUBLIC SCHOOLS' MIDDLE AND HIGH SCHOOLS

WHEREAS, Substance and alcohol abuse negatively affects many areas of the brain, the liver, the heart, and other body parts and can cause adverse behavior, psychological, and social consequences; and

WHEREAS, there were more than 69,900 drug overdose deaths in the United States in 2025 and 44,564 of those deaths involved opioids; and

WHEREAS, substance and alcohol abuse continues to occur among children and youth in our society. In 2025, nearly 15.3% of youth aged 12 years or older, met diagnostic criteria for a substance use disorder in the past year; and

WHEREAS, according to the 2025 National Survey on Drug Use and Health from the Substance Abuse and Mental Health Services Administration, approximately 1 in 4 youth aged 12 years or older reported illicit drug use in last year, including 129.1 million reported alcohol use, followed by 46.9 million using tobacco products, 43.8 million using marijuana, and 29.3 million vaping nicotine; and

WHEREAS, student leaders in Henderson County Public Schools' six high schools and four middle schools have joined with local Henderson County coalition HopeRx in educating their peers on alcohol, tobacco, marijuana and prescription drug use and abuse; and

WHEREAS, students at Apple Valley Middle, Flat Rock Middle, Hendersonville Middle, Rugby Middle, East Henderson High, Innovative High School, Henderson County Career Academy, Hendersonville High, North Henderson High, and West Henderson High are pledging to be and remain substance-free.

NOW, THEREFORE, BE IT RESOLVED by the Henderson County Board of Commissioners, that November 9 – 13, 2026 be observed in Henderson County Public Schools' middle and high schools as "We Are Hope" substance abuse prevention week.

In witness whereof I have hereunto set my hand and caused the seal of the County of Henderson to be affixed.

Adopted this the 21st day of September 2026.

WILLIAM G. LAPSLEY, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

DENISA LAUFFER, CLERK TO THE BOARD

REQUEST FOR BOARD ACTION

HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: October 21, 2026

SUBJECT: Resolution – Amended Opioid Settlement Fund Expenditure Authorization

PRESENTER: Jodi Grabowski, Strategic Behavioral Health Director

ATTACHMENT(S): Yes
1. Resolution

SUMMARY OF REQUEST:

At the Board's April 6, 2026, meeting, the Board authorized a Resolution allowing funds for a vehicle under the strategy of Recovery Support Services. The vehicle was ordered prior to the authorization deadline of June 30, 2026, but was not charged to the County until August 27, 2026. At the Board's June 17, 2026, meeting, the Board approved a resolution representing a continuation of the County's Opioid Settlement Strategies through the 2026-2027 Fiscal Year. The cost of the vehicle must be added to that current Authorization.

The Board is requested to adopt an Amendment to the Opioid Settlement Fund Expenditure Authorization Resolution per the Memorandum of Agreement between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation which dictates the process for drawing from the Special Revenue Fund.

BOARD ACTION REQUESTED:

The Board is requested to adopt an Amendment to the Opioid Settlement Fund Expenditure Authorization Resolution, modifying the amount allotted to the Recovery Support Services Strategy to accommodate the cost of the vehicle, and therefore, the total amount of the initial appropriation.

SUGGESTED MOTION:

I move the Board adopt an Amendment to the Opioid Settlement Fund Expenditure Authorization Resolution, modifying the amount allotted to the Recovery Support Services Strategy to accommodate the cost of the vehicle, and therefore the total amount of the initial appropriation.

HENDERSON COUNTY

NORTH CAROLINA

Before the Board of Commissioners

A RESOLUTION BY THE COUNTY OF HENDERSON TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

BOARD OF COMMISSIONERS ENACTMENT _____

WHEREAS Henderson County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF"), and SAAF-2;

WHEREAS Henderson County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

(i) indicates that it is an authorization for expenditure of opioid settlement funds; and,

(ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,

(iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, SAAF, and SAAF-2, Henderson County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
   a. Name of strategy: Collaborative Strategic Planning
   b. Strategy is included in Exhibit A (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A,1
   d. Amounted authorized for this strategy: not to exceed $182,295.
   e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
   f. Description of the program, project, or activity: The Director of Strategic Behavioral Health position was created to provide oversight of county programs, contracts, grants, and other funding. The Director will plan, organize, and manage Henderson County's network of behavioral health/substance use services, programs, and treatment providers. This position oversees the county's Opioid Settlement Fund planning and management of funded strategies and programs. Establishment of this department and support of the position requires expenses that include, but are not limited to, office equipment and materials, software, training and supervision, vehicle use and maintenance, and

programmatic support for clients the department supports.

g. Provider: Henderson County

2. Second strategy authorized
   a. Name of strategy: Criminal Justice Diversion: Adult Recovery Court
   b. Strategy is included in Exhibit B (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: D,3
   d. Amounted authorized for this strategy: not to exceed $280,128.
   e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
   f. Description of the program, project, or activity: Funds will cover costs related to the Adult Recovery Court and related program needs including but not limited to the following: Adult Recovery Court Supervisor (ARC) position, prosecutorial services and support, supplies and materials to support the position and the program participants, training for the ARC Supervisor and members of the Interdisciplinary Team.
   g. Provider: Henderson County

3. Third strategy authorized
   a. Name of strategy: Recovery Support Services
   b. Strategy is included in Exhibit A (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A,3
   d. Amounted authorized for this strategy: not to exceed . $196,090.
   e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
   f. Description of the program, project, or activity: Funding supports a County employed Peer Support Specialist position and related expenses including, but not limited to, training and certifications, equipment and supplies necessary to perform the responsibilities of the job, and a vehicle to support the work of Recovery Support Services. Recovery support services include access to services to support addiction treatment and sustained recovery and for provision of linkages to care and care coordination This strategy addresses systemic root causes of the Opioid Epidemic by creating connections to treatment and supporting the recovery of persons and families with substance use issues.
   g. Provider: Henderson County in collaboration with community partners.

4. Fourth strategy authorized
   a. Name of strategy: Post-overdose Response Team
   b. Strategy is included in Exhibit A (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A, 8
   d. Amounted authorized for this strategy: not to exceed $86,891.
   e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
   f. Description of the program, project, or activity: Funding supports the teams that connect persons who have non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or to other services or supports they need to improve their health or wellbeing. The overarching goal is to prevent overdoses and connect individuals to services.
   g. Provider: Henderson County.

5. Fifth strategy authorized
   a. Name of strategy: Reentry Programs
   b. Strategy is included in Exhibit A (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A, 12
   d. Amounted authorized for this strategy: not to exceed $104,177.
   e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
   f. Description of the program, project, or activity: Funding will support a position embedded in the detention center for Reentry Service and related expenses including, but not limited to, training and certifications, equipment and supplies necessary to perform the responsibilities of the job. The Reentry Specialist will connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.
   g. Provider: Henderson County.

6. Sixth strategy authorized
   a. Name of strategy: Evidence Based Addiction Treatment
   b. Strategy is included in Exhibit A (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A, 2
   d. Amounted authorized for this strategy: not to exceed $20,000
   e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
   f. Description of the program, project, or activity: This strategy will address access to treatment and continuity of care by providing financial support for uninsured and underinsured individuals to receive evidence-based treatment services. Even as Medicaid Expansion goes into effect, a percentage of the population with Opioid Use Disorders will still not qualify for benefits. Individuals in the Recovery Court and Reentry programs will likely represent this population. This strategy will prove to be effective by increasing the number of uninsured or underinsured individuals receiving treatment services.
   g. Provider: Treatment providers as recommended for appropriate level of care.

7. Seventh strategy authorized
   a. Name of strategy: Recovery Housing Support Services
   b. Strategy is included in Exhibit A (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A, 4
   d. Amount authorized for this strategy: not to exceed $100,000
   e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
   f. Description of the program, project, or activity: Recovery Housing Support is a regional concern, as there are very few inpatient or residential programs, or transitional recovery homes. There are currently few recovery house options within Henderson County. The funding strategy to address this gap is to begin by stabilizing housing for persons in early recovery with priority given to participants in the Recovery Court and Reentry programs.
   g. Provider: Housing providers as available and as appropriate for level of care.
8. Eighth strategy authorized
   a. Name of strategy: Prevention: Media Campaign and Resource Locator
   b. Strategy is included in Exhibit B (Exhibit A, Exhibit B)
   c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: G, 1

d. Amounted authorized for this strategy: not to exceed $5,000
e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
f. Description of the program, project, or activity: Funding will support public awareness campaigns to increase awareness and help prevent opioid misuse. To raise awareness of the risks of opioid misuse, to raise awareness of treatment resources, and to decrease the prevalence of overdoses.
g. Provider: Henderson County or TBD.

9. Ninth strategy authorized
a. Name of strategy: Prevention: STAR Program and Camp Glow
b. Strategy is included in Exhibit B (Exhibit A, Exhibit B)
c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: G, 9
d. Amounted authorized for this strategy: not to exceed $10,000
e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
f. Description of the program, project, or activity: The STAR Program is a prevention program facilitated by the Sheriff's department. This program replaced DARE in the Henderson County School System and has demonstrated success in engaging students. Opioid Settlement funding will expand the capacity of this training to be able to serve more students. Camp Glow offers a free overnight camping experience which strives to teach Henderson County Youth about the dangers of addiction and the devastating effects of substance misuse. $6,500 for STAR and $3,500 for Camp Glow.
g. Provider: Henderson County Sheriff's Department and Camp Glow

10. Tenth strategy authorized
a. Name of strategy: Prevention & Intervention: Hope Coalition Alternatives to Suspension Program
b. Strategy is included in Exhibit B (Exhibit A, Exhibit B)
c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: G, 9
d. Amounted authorized for this strategy: not to exceed $60,000
e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
f. Description of the program, project, or activity: Funding will support a program to provide alternatives to suspension for youth in Henderson County. The program will utilize evidence-based programming to raise awareness of the risks of opioid misuse, to raise awareness of treatment resources, and to decrease the prevalence of overdoses. Funding will cover training of staff, compensation for the staff, space rental, and food and supplies as needed for the participants.
g. Provider: Hope Coalition.

11. Eleventh strategy authorized
a. Name of strategy: Prevention/ & Intervention: Family Navigation Resource
b. Strategy is included in Exhibit B (Exhibit A, Exhibit B)
c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: G, 12
d. Amounted authorized for this strategy: not to exceed $45,000
e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
f. Description of the program, project, or activity: Funding will support approximately half

the salary and benefits of a position at the Children & Family Resource Center. The Family Mental Health Navigator position was created through a community collaboration to help families navigate the fragmented behavioral health system. This position seeks to offer prevention and intervention for families and youth.

g. Provider: Children and Family Resource Center.

12. Twelfth strategy authorized
    a. Name of strategy: Naloxone Distribution.
    b. Strategy is included in Exhibit A (Exhibit A, Exhibit B)
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: A, 7
    d. Amount authorized for this strategy: not to exceed $20,000.
    e. Period of time during which expenditure may take place: July 1, 2026, through June 30, 2027.
    f. Description of the program, project, or activity: Funding will support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
    g. Provider: Henderson County.

The total dollar amount of Opioid Settlement Funds at this time appropriated is not to exceed $1,109,581.

Adopted this the 17th day of June 2026.

Revised and amended this the 21st day of October, 2026.

WILLIAM LAPSLEY, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

DENISSA A. LAUFFER, CLERK TO THE BOARD

COUNTY SEAL

REQUEST FOR BOARD ACTION

HENDERSON COUNTY
BOARD OF
COMMISSIONERS

MEETING DATE: October 21, 2026

SUBJECT: North Carolina Arts Council Grant Contract

PRESENTER: Emily Schwartz, Grants Administrator

ATTACHMENTS: Yes
1. Grant Contract
2. Budget Amendment

SUMMARY OF REQUEST:

Attached for the Board's review and approval is the grant contract and budget amendment for the North Carolina Arts Council's Grassroots Art Program. Henderson County is acting as a pass-through entity for these funds, totaling $80,363. With the Board's approval, Henderson County will accept the grant funds from the North Carolina Arts Council , draft grant contracts for each awardee and disburse all grant funds to the organizations selected by the committee. The Grant Administrator will ensure subgrantees meet North Carolina Arts Council reporting requirements and submit the grant's final report.

BOARD ACTION REQUESTED:

The Board is requested to consider approving the contract from the North Carolina Arts Council's Grassroots Art Program and the associated budget amendment to act as a pass-through agency for grant funds to be disbursed to selected Henderson County art programs.

Suggested Motion:

I move that the Board of Commissioners approve the grant contract with the North Carolina Arts Council for the Grassroots Art Program and the associated budget amendment as presented.

Docusign Envelope ID: FB4B7343-6406-8CE0-813B-E2CEF027AA24

North Carolina Arts Council

Grants Office review ___X___

North Carolina Arts Council Grant Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources, North Carolina Arts Council (Agency) and the following Grantee and Fiscal Agent (referred to collectively as the 'Parties').

GRANTEE INFORMATION
Organization Name: Henderson County
Address: 1 Historic Courthouse Square,
City, State, Zip: Hendersonville, NC, 28792
Contact Name: Emily Schwartz
Contact Email: eschwartz@hendersoncountync.gov
Federal Tax ID: 56-6000307
UEI Number: EXFKXBHH7EG7
Fiscal Year End: June 30

This contract pertains to the following grant award.
Grant number: 2026-1425 Henderson County
Grant category: Grassroots Arts Program
Amount awarded: $80,363.00
Grant description (project title): Arts programs and administrative support

Project period start date: 7/1/2026
Project period end date: 6/30/2027
Final report due date: 7/31/2027
Staff contact: Janelle Wienke
Revised budget required (Y/N)? N
Stipulations: NC Arts Council staff must observe subgrant panel meeting.

Grant funding sources: S
State Funds = S; Federal Funds = F; Federal & State = M; Outside Source = O

Federal Funds Award Details
Federal Award Identification Information required by 2CFR 200.332
Federal Award ID Number: 1951268-61-26
Federal Award Date: 6/4/2026
Amount of Federal funds obligated by this action: $0.00
Federal Award Project Description as required by FFATA: To support arts programs, services and activities associated with carrying out the agency's National Endowment for the Arts-approved strategic plan.
Contact information for awarding official: National Endowment of the Arts, North Carolina Arts Council,

Docusign Envelope ID: FB4B7343-6406-8CE0-813B-E2CEF027AA24

Jeff Bell, Executive Director, 4632 Mail Service Center, Raleigh, NC 27699-4632, 919-814-6525, jeff.bell@dncr.nc.gov
Assistance Listing Name/Number: Promotion of the Arts Partnership Agreements / 45.025

This Contract consists of the following components:

1. This general terms and conditions document.
2. The corresponding grant application submitted to the North Carolina Arts Council by the Grantee via SmartSimple (OPAL), which contains the scope of services and budget details.
3. The grantee requirements published on the North Carolina Arts Council website (https://www.ncarts.org/grants-resources/grants/awardee-contractual-requirements).
4. Additional required documents uploaded into SmartSimple (OPAL) profile per grantee instructions: **NC substitute w9, current Conflict of Interest form on organization letterhead, No Overdue Tax Debt form (notarized), Accessibility Worksheet.** Required forms can be found at ncarts.org/grants-dashboard. **Revised budget (if required)** should be updated in SmartSimple (OPAL).

These components constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the Contract and all its components.

Updates to State Administrative Code

Changes to Chapter 09 NCAC 03M go into effect July 1, 2024. These include:

- 09 NCAC 03M.0205: Entities that meet the threshold for Level II reporting will be required to submit a single audit or program-specific audit. The Level II threshold for state grants is now aligned with 2 CFR 200.501(a), which is $1,000,000 as of October 1, 2024.

State agencies are now required to communicate in writing to a grant recipient if that recipient is out of compliance with grant requirements within 30 business days of becoming noncompliant. The grant recipient must respond in writing to the agency's notice of noncompliance.

Docusign Envelope ID: FB4B7343-6406-8CE0-813B-E2CEF027AA24

North Carolina Arts Council

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

"Agency" means the North Carolina Arts Council.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

"Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Fiscal Year" means the annual operating year of the non-State entity. "Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Contract agreement. "Grantee" means an entity that receives State funds as a grant from a State agency.

"Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

"Non-State Entity" has the meaning in G.S. 143-C-1-1(d)(18).

North Carolina Arts Council

"Public Authority" has the meaning in G.S. 159-7(10).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include Federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations.

"Subgrantee" has the meaning in G.S. 143C-6-23(a)(3).

"Unit of Local Government has the meaning in G.S. 159-7(15).

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
3. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this Contract are those specified in the Grantee's proposal.
4. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
   (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or

North Carolina Arts Council

(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

5. **Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
6. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the State has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Grantee goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
7. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.
   In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

North Carolina Arts Council

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State. Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

9. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
10. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
11. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
12. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
13. **Copyrights, Ownership and Licensing of Deliverables:** All deliverable items produced pursuant to this Contract shall be the exclusive property of the Grantee, including all rights, title and interest in the deliverable items, whether they arise in intellectual property or otherwise.
    Notwithstanding the foregoing, the Grantee agrees to grant to the Agency, at no charge to the Agency, a non exclusive, royalty-free, non-transferable, non-assignable license to use, publish, distribute, reproduce, and make derivative works from all deliverable items produced pursuant to this Contract throughout the world, an unlimited number of times, and in any and all media or format, now known or hereafter invented, for any use the Agency deems appropriate and in keeping with the intention of the grant, including, but not limited to, advertising and promotion.
    This license is not to be construed as a conveyance or surrender of copyright, trademark, or any other right or interest, based in intellectual property or otherwise, that is or may be vested in the Grantee's ownership of the deliverable items.
    Furthermore, the Grantee warrants and represents that the Grantee is the sole owner of all rights, title and interest in all deliverable items produced pursuant to this Contract, including but not limited to, copyright, trademark and any other intellectual property rights, and that this Contract and the rights licensed herein do not violate any other party's rights or interests in intellectual property or otherwise.
    In addition, the Grantee agrees not to use the deliverable items in any manner that could be perceived as inflammatory, discriminatory, or violently or sexually suggestive, or to suggest speech on the part of the Agency or the State of North Carolina which would be unlawful by a government

agency.

14. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
15. **Equal Employment Opportunity:** The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).
16. **Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the contract. Additionally, the Agency and the North Carolina Office of State Budget and Management shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
17. **Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
18. **Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.
19. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
20. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
21. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project

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budget and narrative.

22. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
23. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
24. **By Executive Order 24,** issued by Governor Perdue, and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
    (1) have a contract with a government agency; or
    (2) have performed under such a contract within the past year; or
    (3) anticipate bidding on such a contract in the future.
    For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.
    Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.
25. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.
26. **Grantee's Duties:** The Grantee shall complete and return any applicable revised budget page(s) and this Contract.
    The Grantee shall carry out the grant project as described in its North Carolina Arts Council grant application containing the scope of project, budget, and project narrative with any applicable stipulation(s); any applicable revised budget page(s). The Grantee shall carry out the grant project in compliance with all parts of this Contract including the attachments for the grant awards and in accordance with applicable State and Federal laws and any local requirements. In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.
    The Grantee shall provide services resulting from the grant to all members of the community served, in compliance with all State and Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age, which are contained in the Grantee

Docusign Envelope ID: FB4B7343-6406-8CE0-813B-E2CEF027AA24

Requirements at ncarts.org/grants-resources/grants-dashboard/awardee-contractual-requirements.
The Grantee shall keep Agency staff informed about project activities. For the purposes of on-site monitoring and evaluation by the Agency, tickets and admissions may be made available for attendance at funded performances, exhibitions, and other ticketed events during the grant year.

27. **Agency Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract documents under the Payment Provisions section. Contracts shall be paid at the direction of the State Budget Officer. Federally funded grants will be paid one month in advance or on a reimbursement basis. The Agency shall assist the Grantee as appropriate and necessary with the implementation of this project. The Agency shall provide monitoring and oversight through a combination of periodic e-mails, calls, visits, attendance at events, and review of reports.
28. **Matching Requirements of the Grantee:** The Grantee shall match this grant according to the project budget shown in its application or any subsequent revision of that budget approved in writing by the Agency.
29. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency immediately upon determination and no later than May 31 of the project year.
30. **Reporting Requirements:** The Agency has determined that this Contract is subject to the reporting requirements described in the Grantee Requirements.
The Grantee must ensure that when grant funds are audited that they are audited in compliance with State and Federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the Federal Single Audit Act Amendments of 1996 and Circular A-133 “Audits of States, Local Governments, and Nonprofit Organizations” as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
31. **Payment Provisions:** The Agency will pay organizations with grants at the direction of the State Budget Officer. Current Grantees will not be paid until the Agency has received and approved their final reports for all previous grants. If a prior year report was late, the current fiscal year grant(s) will be paid on a reimbursement basis. All payments are contingent upon fund availability.
32. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
a) Implement adequate internal controls over disbursements;
b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee’s accounting system.
c) Assure adequate control of signature stamps/plates;
d) Assure adequate control of negotiable instruments; and
e) Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or Subgrantee. The Grantee or Subgrantee is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any Subgrantee must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

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North Carolina Arts Council

34. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.
In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each party.

GRANTEE

_____

Legal name of organization (do not use DBA)

_____ Date _____

Signature of authorizing official

John Mitchell
_____ Title _____

Printed name

NORTH CAROLINA ARTS COUNCIL

_____ Date _____

Holly Jackson, Operations Director

_____

Grants office

HENDERSON COUNTY
BUDGET AMENDMENT REQUEST FORM

Department or Fund: **Finance**

List Expense line increases, or decreases in Revenues, below:

Account Number	Account Name (From MUNIS)	Amount
115402-569900-9108	Payments to Other Agencies	$80,363
		$80,363

List Expense line decreases, or increases in Revenues, below:

Account Number	Account Name (From MUNIS)	Amount
114402-454037-9108	State-NC Arts Council Grant	$80,363
		$80,363

Is this budget amendment in balance? (should equal zero)	$0

Justification: *Please provide a brief justification for this budget amendment request.*

This amendment recognizes grand funding awarded by the NC Arts Council for the Grassroots Arts Program. Henderson County will serve as the grant administrator for these pass-through funds. The grant performance period is July 1, 2026 through June 30, 2027. BOC approved 10.21.2026.

Authorized by Department Head — Date

Authorized by Admin Services — Date

Authorized by County Manager — Date

Processed By — Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

REQUEST FOR BOARD ACTION

HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: October 21, 2026

SUBJECT: Construction Manager at Risk Selection – Berkeley Ballpark Project

PRESENTER: Bryan Rhodes, Capital Projects Director

ATTACHMENTS: YES

1.) RFQ Final Scoring Matrix

SUMMARY OF REQUEST:

The Board is requested to approve the selection of Blum as the Construction Manager at Risk (CMR) for the Berkeley Ballpark Project, per the RFQ Selection Committee's recommendation, and authorize Henderson County staff to proceed with contract negotiations for CMR services on this project.

The Statements of Qualifications received were from: Blum, Vannoy, Cooper, Ryse, MMTH, and MB Haynes.

BOARD ACTION REQUESTED:

The Board is requested to approve the selection of Blum per the RFQ selection committee's recommendation and authorize Henderson County staff to proceed with contract negotiations for Construction Manager at Risk services for the Berkeley Ballpark Project.

Suggested Motion:

I move the Henderson County Board of Commissioners approve the selection of Blum as the Construction Manager at Risk, for the Berkeley Ballpark Project.

RFQ SCORE SHEET

DATE: 10/06/2026

PROJECT: CMR FOR BERKELY BASEBALL FIELD

COMMITTEE MEETING LOCATION: 100 N. King st. Hendersonville, NC 28792

NOTES:

ATTENDEES:

Bryan Rhodes
Brian Cotton
Ronnie Kilby
Scott Rhodes
Chris Todd
Bruce Gilliam
Jason Kilgore

CONTRACTOR	EMAIL	1	2	3	4	5	6	7	TOTAL
Haynes		83	59	96	66	80	42	75	501
Blum		97	89	100	94	97	100	91	668
MMTH		89	87	92	81	88	88	80	605
Cooper		94	83	96	84	95	77	78	607
Vannoy		93	73	98	85	95	56	86	586
Ryse		88	71	92	77	89	73	78	568

HIGHEST QUALIFYING SCORE: BLUM

WITNESSED BY: Ronnie Kilby

DATE: 10/06/2026

REQUEST FOR BOARD ACTION

HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: October 21, 2026

SUBJECT: Construction Projects Update

PRESENTER: Bryan Rhodes, Capital Projects Director
Chris Todd, Assistant County Manager

ATTACHMENTS: YES
1.) PowerPoint

SUMMARY OF REQUEST:

Bryan Rhodes and Chris Todd will provide the Board of Commissioners with an update on construction projects around Henderson County.

This monthly report is a review of the scope and statuses of assigned construction management responsibilities and includes specific updates regarding County funded construction activities.

BOARD ACTION REQUESTED:

No specific Board Action is requested; this item is for informational purposes only.

Suggested Motion:

No motion suggested.

Construction Manager's Update

October 21, 2026

1

Blue Ridge Community College MRTS Projects

2

BRCC Facilities Building

Bids will be opened October 22nd

GMP will be presented to BOC December 7th

WGLA Engineering has completed the design of the required utilities extension. RFP is published and bids will be opened October 27th.

3



4

BRCC FY '27 Upcoming Projects:

- Spearman Building Restroom Remodel – Bids open 11/10
- Campus wide sight-lighting Phase III – Bids open 10/22
- Flat Rock Building Internal Door Replacement – Bids open 10/21
- Mechatronics Epoxy Floor – Bids open 10/21
- Sink building boiler replacement – Bids open 10/20
- Thomas Auditorium Renovation – Bids open 11/10

5

Henderson County Public Schools

MRTS Projects

6

HCPS HVAC Controls Project

Johnson Controls (JCI) has completed work at Rugby Middle School, North Henderson High School, Apple Valley Middle School, Sugarloaf Elementary and Flat Rock Middle School. and Hendersonville Middle School

JCI is currently working in West Henderson High School

HVAC Controls at end-of-life will be replaced at the following campuses: Apple Valley, Flat Rock, Hendersonville Middle, Sugarloaf Elementary, North Henderson High School, West Henderson High School, and Rugby Middle

All work is scheduled to be complete by November 18, 2026

7

Atkinson Elementary HVAC Replacement

- JCI is the awarded contractor
- Pre-Construction meetings are being held to set work schedule
- Project is to change out HVAC Units that have reached end of life throughout the school.

8

Chiller Replacement Project

- JCI is the awarded contractor for this project
- Pre-Construction meetings are being held to set work schedule
- Chillers will be replaced at Clear Creek Elementary, Hendersonville Middle, & Apple Valley Middle

9

Upcoming HCPS MRTS Projects:

- Boiler Replacement Project for Sugarloaf Elementary & Dana Elementary: Bids were opened July 22nd, Boiler Masters Inc. was the awarded contractor

10

Henderson County

Capital Projects

11



12

Spartanburg Highway Medical Office Building

Construction began in January 2026

Interior painting is beginning. All Plumbing and HVAC have been completed and inspected.

Vannoy Construction is on schedule to have this project completed by May 12, 2027

13

Spartanburg Highway MOB



14


Spartanburg Highway MOB Progress

15


Mills River Medical Office Building
May 2026
100% CD Documents issued
September 2026
BOC approved GMP
December 2026
Construction Mobilization

16


UNC
HEALTH
Pardee
Pardee Rx Pharmacy
Mills River Medical Office Building

17


Henderson County
JCAR
Project
HENDERSON COUNTY COURTHOUSE
January 23, 2025
HENDERSON COUNTY JUDICIAL CENTER
PERSPECTIVES
North-West Corner View
FENTRESS

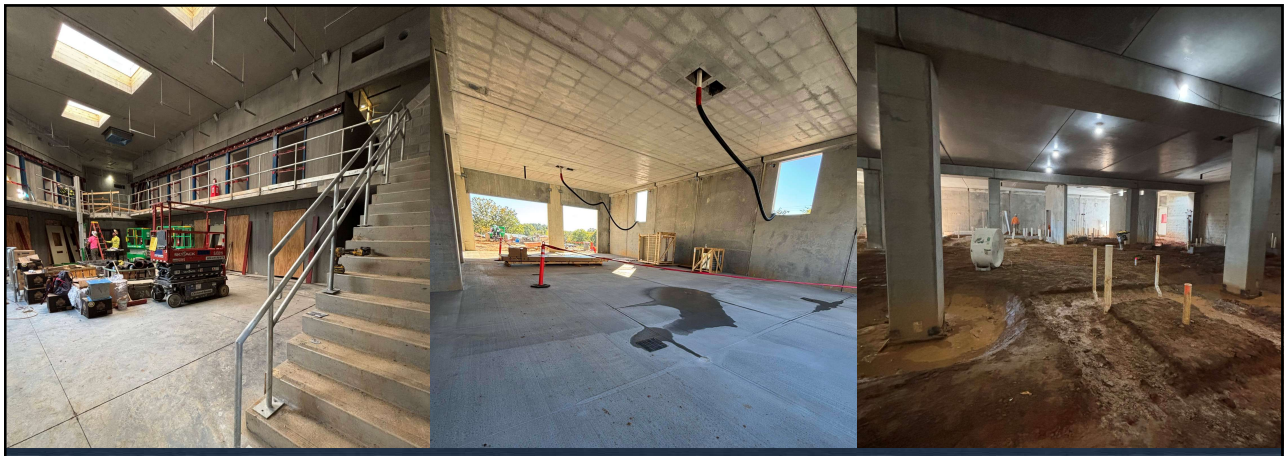
18

JCAR: Detention Center Project

- All Pre-Cast walls and cells for this project have been set
- Security contractor is installing doors and sliders in new inmate housing areas
- Slabs for the male housing expansion, the new sally port have been completed
- Project is scheduled to be complete in early 2028



19



JCAR: Detention Center Project

20

JCAR: Courthouse Project

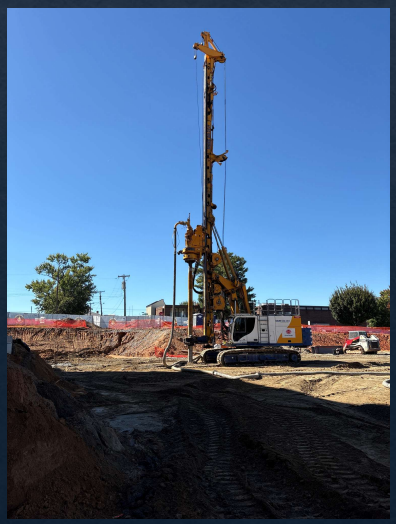
- Underground infrastructure is in place
- Deep foundations have been placed
- Project is scheduled to be complete October 2028

21

JCAR: Courthouse



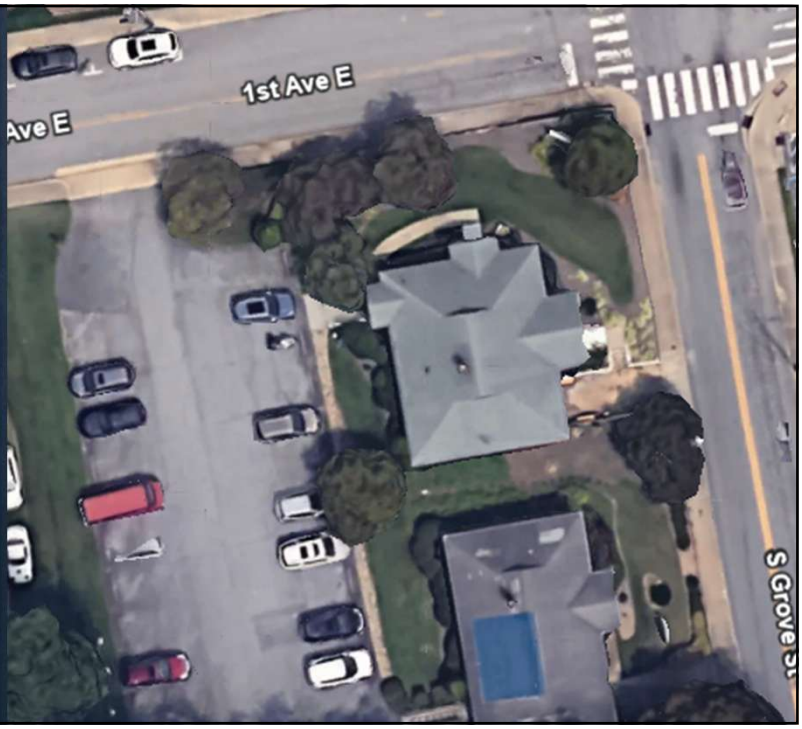




22

South Grove St. Parking Lot

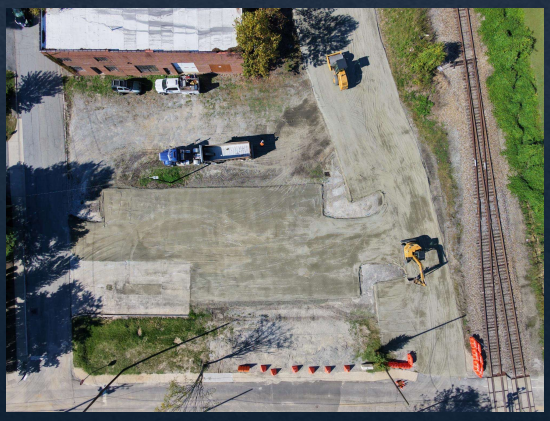
- WGLA Engineering is under contract to design expanded parking at the corner of 1st Ave E & South Grove St.
- Building demolition began October 12th
- Lot will yield 41 Spaces when complete
- Project is scheduled to be complete in Fall of 2026



23

Youngblood Parking Lot

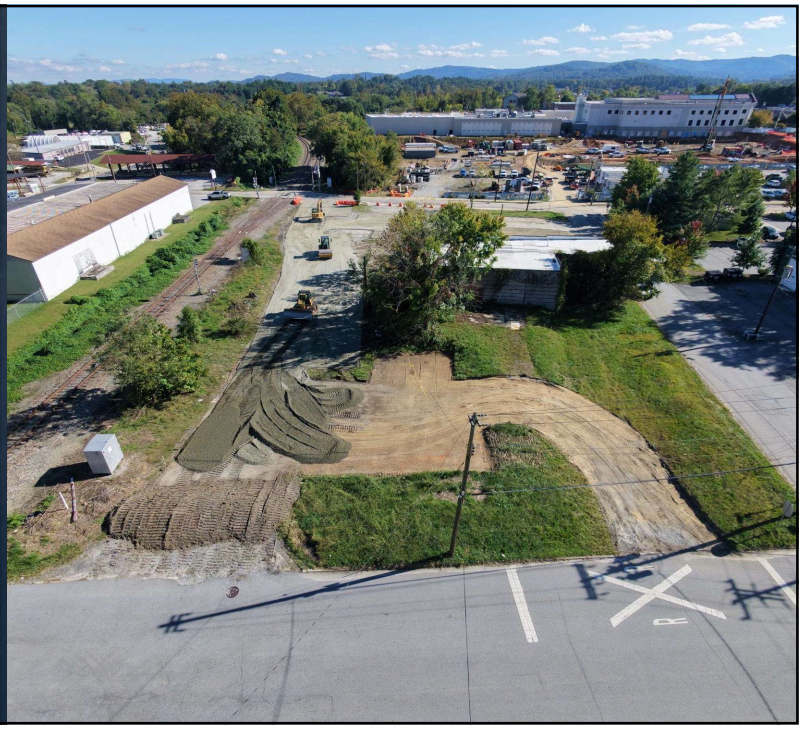




24

Youngblood Parking Lot

- Austin Construction Company was the contractor on this project
- Work included placing new gravel base per engineered plan, concrete parking stops, and striping parking places



25



26

Henderson County Sports Complex

- Asphalt paving of parking lots is underway.
- Concrete work is ongoing.
- Sod has been placed on the softball field
- Site landscaping in ongoing
- Tennis courts have been painted and lined.
- Athletic Light Poles have been set as of October 19th

27



28

Sports Complex Restroom Facilities

- Ryse Construction began construction on the three restroom buildings June 3rd
- This project is now complete
- Ryse completed on time and under budget

RYSE CONSTRUCTION

HENDERSON COUNTY SPORTS COMPLEX

29

Berkeley Park Baseball Field

- Michael Graves Architects is the selected architect
- Programming is underway
- RFQ Selection Committee's recommendation for CMR on this project given to the BOC 10/21



30

Athletics & Activities Center

Facility is the primary emergency shelter for Henderson County

Project will provide ADA upgrades to the restrooms, shower facilities, and primary accessible entrance

Exterior work on the entry ways is now complete



31

Henderson County Public Schools Bus Garage



32



33

HCPS Bus Garage

- LS3P has issued 100% DD Documents
- Edifice Construction has provided a DD Deliverable for this project.
- Project is currently scheduled for completion in Summer 2028

34

HCPS Bus Garage DD Deliverable

EDIFICE CONSTRUCTION

Henderson County PS Bus Garage
Henderson County
Flat Rock, NC

DD + VE Budget
Summary and Clarifications
10/6/2026

Cost Summary	Sitework	Main Building (19,576 sf)	Fuel Station	Project Total
Cost of Construction	$ 3,445,341	$ 7,402,455	$ 665,050	$ 11,512,847
Accepted SD VE				Included above
Accepted DD VE				$ (37,467)
Construction Total				**$ 11,475,380**
Preconstruction Agreement				$ 78,000
Project Total				**$ 11,553,380**

Allowances - Included in Estimate

1	Site Unsuitables Allowance	$ 150,000
2	Code Required Landscaping	$ 25,000
3	BDA System	$ 39,042
4	Tap and Impact Fees	$ 56,753
5	Demo Existing Fuel Tanks and Pumps	$ 65,000

Alternates - Not included in Estimate

1	Larger Communication Tower location closer to building	$ (20,928)	Rejected	Upgrading radios ilo tower

Clarifications

1. DD Budget Estimate is based on Design Development documents provided by LS3P dated 8/21/26
2. Getotechnical Report dated 8/18/26 included
3. Takeoff and pricing is based on a single story PEMB structure of 19,576sf of conditioned space
4. Payment and Performance Bond included
5. Material testing and special inspections are included
6. Third party building commissioning not included
7. Survey and testing for mold, asbestos, lead, hazardous material, pipe residuals not included
8. A Design Contingency is included at 3%. An escalation contingencies is included at 2%
9. A Construction Contingency is included at 3%
10. An Unsuitable Soils allowance is included
11. Pricing is based on an assumed adequate water supply for domestic and fire water services to the building
12. Hardner densifier included for all bay slabs
13. Code required signage only is included for the interior of the building. GC includes exterior building mounted signage
14. An allowance for the Fuel Station is included based on (2) 10,000 gallon diesel tanks, (1) 5,000gal gas tank, and (3) pump stations.
15. No fluid distribution infrastructure or storage tanks are included - by owner
16. The air compressor and air dryer is assumed by owner - GC to make final connection to equipment provided
17. A dry sprinkler system is included for the covered Wash Bay and Wrecker Parking
18. All gas piping and connections are included from a gas meter provided by others
19. Site light poles and bases are not included. All conduit infrastructure for site lighting is included
20. Low voltage, security, cameras, and access control raceways only are included
21. Structured cabling and racks are not included
22. A BDA system allowance is included
23. Generator not included
24. Base bid pricing included (2) 2" conduits to communications tower location at main entry to property, 8' black vinyl chain link fencing, and stone
25. Foundations and aggregate piers for communications tower are not included
26. Dumpster enclosure or gates not included

35

Thank you

Any Questions?

36

REQUEST FOR BOARD ACTION

HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: October 21, 2026

SUBJECT: Invasive Species in Henderson County

PRESENTER: Steve Pettis, Cooperative Extension

ATTACHMENTS: Yes
1. Presentation

SUMMARY OF REQUEST:

Steve Pettis, Commercial and Consumer Horticulture Agent for Cooperative Extension will provide the Board with a presentation on invasive species in Henderson County, including the Joro spider.

BOARD ACTION REQUESTED:

No action required, for information only.

SUGGESTED MOTION:

No action required, for information only.

Invasive Species

Non-native species of plants, animals and other organisms that cause economic, environmental or human health concerns

- Displace native species
- Biodiversity suffers
- Alters animal habitat – food source
- Fuel for fires
- Quality of wetlands – flooding
- Changes flora & fauna of under-story habitats



USDA Definitions

Exotic – from another country, not necessarily a problem (example – Formosan azalea, crape myrtle, Japanese maple, holly, etc.)



Invasive – displaces native plants (example – Chinese privet, English ivy, kudzu)



Noxious – devastates whole ecosystems (example – purple loosestrife); federal government required to act



Biological Species / invasive / United States





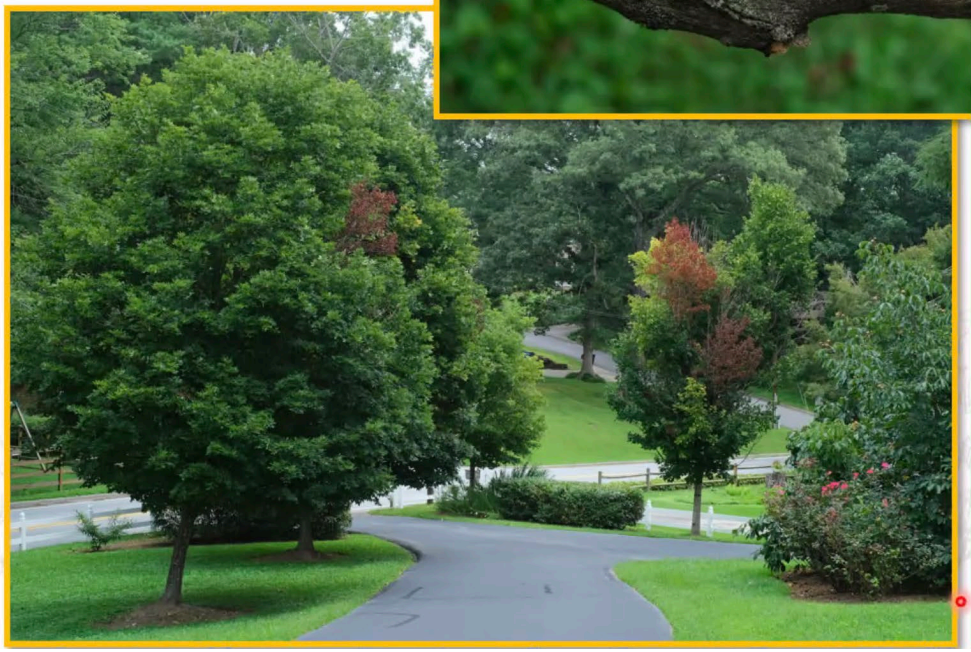




NEW DISEASE IN TREES AND SHRUBS!!!

Maple near Pisgah Forest, NC August 8, 2023







Animals - European pigs



Armadillos



Armadillo behind our home in Haywood Knolls!

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Invasive Plants









Joro Spider or Golden Orb Weaver









Developing an invasive organism control plan

- Conduct a non-native invasive plant inventory which may include GIS mapping
- Develop a multi-year strategic management plan
- Begin treatment in phases, basing control approach on treatment phase and invasive plant species
- Restore native plant species if little or no natural seed bank is present.
- Educate public how to control invasive species on their own property

Questions?

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