

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

**NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 (“Offer”)**

**NOW COMES** Modular MastermindZ, LLC (the “Buyer”) and offers to purchase from the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation (“CITY”) that personal property more particularly described in paragraph below entitled "DESCRIPTION OF PERSONAL PROPERTY", on the terms and conditions hereinafter set forth:

**DESCRIPTION OF PERSONAL PROPERTY:**

Being one modular building located at 632 Sugarloaf Rd, Hendersonville, North Carolina, together with: (1) all kitchen appliances located within such modular building as of the Closing Date, and (2) all furniture located within such modular building as of the Closing Date, as more particularly described in Exhibit B (Modular Specifications) and Exhibit C (Furniture and Modular Surplus Approvals). This description expressly excludes any interest in the underlying real property, land, or site improvements. The foregoing hereinafter referred to as the “Personal Property.”

**OFFER:** Buyer offers to pay to CITY the sum of \$ \$50,000.00.

**ADDITIONAL TERMS AND CONDITIONS:** Those additional terms and conditions as specified in Exhibit A, attached hereto and incorporated by reference, shall be deemed part of this Offer as if fully set forth herein.

**UPSET BID PROCEDURE TO GOVERN:** It is acknowledged that the sale of the Personal Property, if any, will be governed by the procedures of North Carolina General Statute § 160A-269 (the “Statute”). This Offer will be presented to the Hendersonville City Council for consideration of whether to issue a proposed acceptance of the Offer. “Proposed Acceptance” shall mean the adoption of a Resolution by the Hendersonville City Council at a duly held meeting, proposing to accept this Offer, and directing that this Offer be advertised for upset bid. If Hendersonville’s City Council issues a Proposed Acceptance, the Buyer shall deposit with the CITY Clerk a sum equal to five (5%) per cent of this Offer. The CITY shall then cause to be published in a newspaper of record a notice that it proposes to accept this Offer, generally describing the Property and the terms of this Offer, and advise that anyone may make an upset bid within ten (10) days of the publication of the notice in an amount prescribed by the Statute. If there is an upset bid, then upon the maker of the upset bid making the deposit with the CITY Clerk as is required by the Statute, the deposit made hereunder shall be refunded, and this Offer shall be deemed null and void. If there is no upset bid received, this Offer will again be presented to the Hendersonville City Council for Final Acceptance. “Final Acceptance” shall mean the adoption of a Resolution by the City Council, adopted at a duly called meeting, stating that this Offer has been finally accepted.

**CLOSING:** If the City Council issues Final Acceptance of this Offer, then closing shall occur within thirty (30) days after such Final Acceptance at CITY offices in Hendersonville, or such other place as is mutually agreeable to the parties. At closing, CITY shall deliver a Bill of Sale as described hereinbelow to the Personal Property, and Buyer shall pay to CITY the balance of the purchase price in certified funds.

**TITLE:** CITY shall deliver to Buyer, at Closing, good and marketable title to the Personal Property. Title shall be conveyed by Bill of Sale executed by the CITY. For the avoidance of doubt, the Personal Property is, and shall remain, personal property and is not a fixture or real property, and no interest in land will be conveyed.

**REMOVAL OF PERSONAL PROPERTY:** By placing this offer for the Personal Property, the Buyer agrees to hire a North Carolina licensed General Contractor who will obtain a demo permit and will complete all of the following within 30 days of Closing (unless extended at the sole discretion of the City, such discretion not to be unreasonably withheld):

1. Disconnection and permanent termination of all of the Personal Property's utilities including but not limited to electrical, plumbing, and sprinkler systems, to the utility owner's specifications and requirements;
2. Disassembly of the Personal Property;
3. Building temporary walls for the Personal Property to prepare for transport to the Buyer's location; and
4. All other preparation of Personal Property for relocation.

Buyer agrees to also be responsible for relocating the modular building to their location should an agreement be made and assumes all risk and liability. Buyer is responsible for site clean up including repair of any damaged areas to match surrounding grade. Buyer shall rake any bare areas and apply seed and straw mulching. City will provide seed.

**COSTS:** Each party will be responsible for its own attorney's fees, if any. Buyer is responsible for all costs associated with the permitting, disassembly, and relocation of the Personal Property.

**OFFER AND ACCEPTANCE.** This instrument shall constitute a binding offer by Buyer to the CITY and shall remain open for acceptance by the CITY until such time as (1) an upset bid has been received, and the bid deposit has been received by the CITY for such upset bid; (2) the CITY rejects this Offer, or (3) the CITY issues a Final Acceptance of this Offer, whichever occurs first. In the event the CITY receives an upset bid and the bid deposit for such upset bid is received by the CITY, or in the event the CITY rejects this Offer, then this Offer shall be deemed terminated, and neither party hereto shall have any obligation, duty, or liability to the other party. In the event the CITY issues a Final Acceptance of this Offer, this Offer shall become a binding Agreement between the parties hereto and shall be interpreted as an Agreement between the parties hereto in spite of the many references to this document as an "Offer."

**REJECTION OF OFFER:** It is understood and agreed by the Buyer that at any time prior to the issuance of a Final Acceptance of this Offer, the CITY may (1) reject any and all offers (including this Offer) and/or upset bids received, and/or (2) withdraw the Personal Property from sale, as allowed by North Carolina General Statute § 160A-269.

**EXECUTION OF THIS OFFER:** The Buyer represents and warrants that this Offer has been duly authorized, and that the person signing has the authority to sign this Offer on behalf of the Buyer.


This Offer is made this 25 day of November, 2025.

Modular MastermindZ LLC

BUYER COMPANY NAME

James Myers

BUYER OWNER NAME

  
James Myers (Nov 25, 2025 14:02:10 MST)

BUYER OWNER SIGNATURE

Date of Proposed Acceptance by the CITY: \_\_\_\_\_

Date of Final Acceptance by the CITY: \_\_\_\_\_

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS**

- 1. DISCLAIMER OF WARRANTIES:** BUYER ACKNOWLEDGES AND AGREES THAT THE CITY DOES NOT, BY THE ISSUANCE OF A PROPOSED ACCEPTANCE OR FINAL ACCEPTANCE, OR BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE SALE OF THE PROPERTY, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN THE CITY'S LIMITED WARRANTY OF TITLE SET FORTH IN THE BILL OF SALE TO BE DELIVERED AT CLOSING), SUCH MATTERS AS AN ACCURATE SURVEY WOULD REVEAL, VALUE & MARKETABILITY OF THE PROPERTY, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE CITY. IF THE CITY ISSUES A FINAL ACCEPTANCE FOR THE PROPERTY, THE CITY SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY THE CITY OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS PARAGRAPH, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST THE CITY WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION,

POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE BILL OF SALE AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS OFFER.

2. **Other Payments at Closing.**

- a. **Taxes.** Buyer will be responsible for taxes, if any, accruing after the date of sale, it being acknowledged that the Personal Property has been exempt from taxation during the period The CITY has owned the Property. In the event Closing occurs in 2026, taxes will be prorated between the CITY and the Buyer over the 2026 calendar year.
- b. **Other.** Any other items which are customarily prorated in connection with the purchase and sale of property similar to the Personal Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, the CITY shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent.

3. **Possession at Closing.** The CITY shall surrender possession of the Personal Property to Buyer on the Closing Date, subject to the provisions of the paragraph entitled "REMOVAL OF PERSONAL PROPERTY".

4. **Remedies.**

(a) If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Personal Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by Buyer under this Offer, the bid deposit shall retained by the CITY as the CITY's full liquidated damages for such default. The parties acknowledge that the CITY's actual damages in the event of a default by Buyer will be difficult to ascertain,

that such liquidated damages represent the parties' best estimate of such damages, and that the CITY and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of the CITY by reason of a default by Buyer, and the CITY hereby waives and releases any right to sue Buyer for specific performance of this Offer or to prove that the CITY's actual damages exceed the amount which is herein provided to the CITY as full liquidated damages.

**(b)** If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Personal Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by the CITY under this Offer, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedy, shall have the right to terminate this Offer, in which event all rights and obligations of the parties under this Offer shall expire, and this Offer shall become null and void, and the CITY shall have no other liability to Buyer under this Offer.

5. **RESERVED.**

6. **General Provisions.**

- a. **Brokers.** There are no real estate brokers, agents or consultants involved in the making of this Offer, or in any Proposed Acceptance or Final Acceptance issued by the CITY, and the parties hereto shall indemnify and hold each other harmless from any fee or brokerage claims arising out of this transaction.
- b. **Divestment Act.** The Buyer is not listed on the Final Divestment List ("Divestment List") created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. § 147-86.55, *et seq.* ("Iran Divestment Act of 2015"). The Buyer shall not utilize in the performance of its obligations hereunder any agent, contractor or subcontractor listed on the Divestment List.
- c. **E-Verify.** The Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if the Buyer utilizes an agent, contractor or subcontractor, Buyer shall require them to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.
- d. **Notice.** Whenever any notice, demand or request is required or permitted under this Offer, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier (UPS, FedEx, etc.) for next business day delivery, to the addresses set forth below.

**To the Buyer:** Modular MastermindZ LLC  

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3960 Howard Hughes Parkway  

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Las Vegas, NV 89169

**To the CITY:** **CITY OF HENDERSONVILLE**  
**Attn: John Connet, City Manager**  
160 6th Avenue East  
Hendersonville NC 28792

With copy to: Angela Becker, City Attorney  
160 6th Avenue East  
Hendersonville NC 28792

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Notices may be sent by email or facsimile for convenience, but must be followed up by one of the means above, which will be the official notice.

- e. **Assignment.** This Offer may not be assigned by the Buyer.
- f. **Headings.** The use of headings, captions and numbers in this Offer is solely for the convenience of identifying and indexing the various provisions in this Offer and shall in no event be considered otherwise in construing or interpreting any provision in this Offer.
- g. **Applicable Law, Venue.** This Offer shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina. The sole venue for any suit, claim or action shall be in a state or federal

court sitting in HENDERSON County, North Carolina. Nothing herein shall be deemed to confer jurisdiction upon the federal courts, except as may be otherwise provided by law.

- h. **Entire Offer; Modification.** This Offer supersedes all prior discussions and agreements among the CITY and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Offer contains the sole and entire understanding among the CITY and Buyer with respect thereto. This Offer shall not be modified or amended except by an instrument in writing executed by or on behalf of the CITY and Buyer.
- i. **Attorney's Fees.** In the event of any litigation between Buyer and the CITY arising under or in connection with this Offer, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.
- j. **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Offer and each person executing this Offer on behalf of a party warrants and represents that he has been fully authorized to execute this Offer on behalf of such party and that such party is bound by the signature of such representative.
- k. **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Offer and has had ample opportunity to read, review, and understand the provisions of this Offer.
- l. **No Construction Against Preparer.** No provision of this Offer shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.
- m. **No Lien.** This Offer is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.
- n. **No Recording.** In no event shall this Offer or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Offer by Buyer.
- o. **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time



period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date," if any, shall be deemed to refer to the date the CITY issues a Final Acceptance of this Offer.

**EXHIBIT B**

**(NEXT PAGE)**

# SPECIFICATIONS

Module Dimensions / Complex Base

(3) 13'-8" x 60' Modules

Occupancy: R-2 Dormitory

State/Code Requirements/Insignias IBC/NC

130 MPH Wind Speed

North Carolina

## **CHASSIS:**

96" On Center outriggers (UT14)

(UT14-5460) Outrigger with 95.5" I-Beam Spacing

"I"-Beam Will Be Sized As Required

Axle Quantity Will Be Calculated As Required

Hitches are Detachable

## **FLOOR:**

Bottom Board Material Has Nylon Impregnation

2" x 8" Floor Joist @ 16" O.C.

3/4" Plywood/ Advantech Floor Sheathing/Decking

VCT (Vinyl Composite Tile} Installed Per The Print

\*\*\*\*Thru-out\*\*\*\*

Manufacturer's standard is "Armstrong" brand VCT. If an alternate

brand or a color that differs from manufacturer's standard color

selections is chosen, an additional cost will be assessed. WALL SECTION:

Interior Wall Height: 8'4"

\*\*\*\*BUILT TO BOTTOM OF ROOF DECKING @ BUNK ROOMS\*\*\*\*

1 Double Top-Plate On Exterior Walls

2" x 6" Exterior Wall Height: 8"-4"

5/8" VCG {Type "X" Gypsum}

Interior Trim Package: Standard Battens

{UNLESS OTHERWISE NOTED}

4" VCB (Vinyl Cove Base) \*\*\*\*Thru-out\*\*\*\*

## **INTERIOR DOORS SECTION:**

12- 36"x80" 20 Minute Rated Flush Door

\*\*\*\* W/ SMOKE GASKETS\*\*\*\*

{Includes Timely or Redi-Frames, Lever, Self Closing; Door Frame

Will Be Painted The Standard Finish Color (Bronze) & door is Imperial Oak}

10 Passage Locks

2 Privacy Locks for Restrooms

## **ROOF/CEILING SECTION:**

1 Truss Spacing @ 24" O.C.

(UT14w) Transverse Truss (Engineered Truss) Snow Load Only as Required

Roof Load Only as Required 7/16" x 4 x 8 EPDM underlayment

12" peel & stick white mate line tape

Roof Covering: 45 mil. White EPDM (COMPLEX)

Ceiling Finish: 2' x 2' T-grid (Acoustical)

T grid to be finished to mate-line to a header/pony wall -just a trim piece shipped loose to cover header on site (T-grid will be finished @ factory)

{FOIL FACED INSULATION unless specified otherwise in the

insulation section - Also Note that the Ceiling Height Is Assumed 6" lower Than The Interior wall height On All Standard Applications/ MC Cabling Is The Minimum Raceway Required For A T-Grid Ceiling Application And Will be Used Unless A More Stringent Option Is Listed In The Electrical Section}

Ceiling Finish Is 8'0" Above Finished Floor

120 4-Layer 24" Ridge-Beam Construction:

{This Beam Will Be Constructed From 4-Layers Of 3/4" Structural Grade Plywood Installed as Required And Fastened as Per Approved Fastening Schedule}

No Overhang/Projection on the Roof PLUMBING SECTION:

2- Restroom Description: Single-Station Handicap RR 2- Standard Lavatory (Wall Mount Type)

{Includes A Standard Faucet & Mirror}

2- Handicap Sink Protection - Sock for P-trap

2-Water Closet Type: HC Accessible W/ Std. Grab Bars

{Includes a Standard Toilet Paper Holder; Unless An Upgraded Toilet Paper Holder Is Listed}

1-50 Gallon Water Heater w/disconnect

2-Handicap Accessible Shower

Supply Lines Are CPVC

Drain/Waste Lines Are PVC

{Please Note That All Manifolding Is Done On-Site By Others}

1 Rough-in Plumbing for a Refrigerator Icemaker

{Unless otherwise noted, All Appliances Are by Others}

1 Rough-in Plumbing for a Dishwasher

{Unless otherwise Noted, All Appliances Are by Others}

NFPA-13 Sprinkler System (Steel)

\*\*\*\*Rough In Only\*\*\*\*

NFPA-13 sprinkler system is to be roughed-in above & below the ceiling & stubbed to the outside. All site-work, including but not

limited to valves, bells, flow switches, risers, manifolding, & final testing is to be by others on site.

## **ELECTRICAL SECTION:**

3- Panel Type: Standard 125 AMP 240V

36 Standard "T-Grid Type" 232 Fluorescent Lights

{Electronic Ballast & T-8 Bulbs}

3- Standard 60 Watt Porch Light With Photo-Cell 12-OCCUPANCY SENSOR

3- Combo Dual Head Emergency Light / Exit Sign

3- Double Exterior Emergency Light Remote Heads {Exterior Type To Match Porch Lights}

15-2" x 4" Junction Box With 1/2" Conduit (Standard)

{These Junction Boxes Will Be Stubbed-up into The Attic Cavity for T-grid Unless Otherwise Instructed By The Customer On The Print & Stubbed Into The Crawl Space On All Other Ceiling Types Unless Otherwise Instructed; All Boxes & Conduit Are Empty, All Wiring & Devices For Monitoring, Alarms & Security Are Entirely By Others} 2-180CFM Exhaust Fan

110 Volt Receptacles @ Approximately 12' O.C. {Standard}

Receptacles/Switches / Covers are White

6- GFI Receptacles As Required (See Prnt)

{GFI= Ground Fault Interrupter}

2- Exterior Use GFI With Weather-Proof Cover

{In Use Type}

2- 110 Volt Dedicated Receptacle \*\*\*\*Dishwasher & Fridge\*\*\*\*

1- Heat Tape Receptacle

1-220 Volt Stove Receptacle Per The Print 6- AC/DC smoke detector (battery back-up)

Standard Race-Way: 12-2 Romex Wiring

Race-Way: M.C. Cable Wiring Only Above The T-Grid

1 Special Item:

Arc Fault Recepts @ Bunk Rooms

## **HVAC SECTION**

3-3 Ton Wall Mounted Unit With 10kw Heat Strip

168 Linear Feet of Fiberglass Supply Duct with Grilles {Oversized as Needed}

150 Linear Feet of Fiberglass Return Duct with Grilles Plenum / Chase Wall Per The Print

3-Digital Thermostat

15-STD 2' x 2' Supply Grilles for T-grid Ceiling

2-6" Supply Grille for T-Grid Ceiling RR 12-2' x 2' Return Air Grilles for T-grid Ceiling CABINETS & FURNISHINGS

22 Linear Foot Of "Oak" Base Cabinets \*\*\*LWES\*\*\*

20 Linear Foot Of "Oak" Overhead Cabinets

(Includes Center Shelf)\*\*\*\*LWES\*\*\*\*

1 Double Stainless Steel Sink With Faucet \*\*\*\*DELTA\*\*\*\*

1 Single lever kitchen faucet with sprayer

### **EXTERIOR SECTION:**

Smart Panel Siding (Complex)

204 Smart Panel Siding Mansard

\*\*\*\*False Mansard\*\*\*\*

Sheathing Installed As Per Applicable Requirements

Standard House Wrap Installed 100%

{All wrap installed right side up & in a shingled fashion} WINDOWS SECTION:

11 Vinyl Mini-Blinds

{Standard Colors Only}

1 30x27 VS Vinyl White Frame & Low E Ins Glass 10-36x62 VS White Vinyl Frame & Low E Ins Glass

EXTERIOR DOORS:

2-36"x80" Steel/ Steel Exterior Door w/ 6"x30" VB 1-36x84"Store Front Door Brnz. Frame Clear Glass 2  
Standard Lever

2 Standard Closure

### **INSULATION SECTION:**

Exterior Wall Includes R -19

(Requires 2" x 6" minimum exterior walls)

Floor Includes R-30

Roof Includes R-60

R-11 Sound Reduction Batts In All Interior Walls

**EXHIBIT C**

**(NEXT PAGE)**





## CITY OF HENDERSONVILLE Surplus Memo Approval

**TO:** John Connet, City Manager

**FROM:** Logan Hickey, Procurement/Contract Administrator

**DATE:** 08/13/2025

### SUMMARY:

The City of Hendersonville's Fire Department has determined that the following furniture is no longer in use by the City and currently located in the Modular Building at 632 Sugarloaf Rd. Fire Department made this furniture available to Department Heads for their areas to be claimed by 8/8/25 in the attached email chain. Representing Fire, the Finance Department has estimated fair market value and is requesting that these items be declared surplus with the intent to include them as part of the public auction for the City's Modular Building. City Council previously approved the Modular Building to be declared surplus and to be sold at auction on 6/5/25 per the attached Resolution # R-25-42. If approved, the awarded bidder will be awarded the Modular Building (which includes appliances) and this now this furniture. This furniture surplus request is being submitted to John Connet since the value of these assets are \$30,000.00 or below per N.C.G.S. § 160A-265/266 and per the attached Resolution # 11-1051 from October 2011. Images of the furniture are also attached.

- Label #1: Two-sided Desk: \$100
- Label #2: File Cabinet:\$20
- Label #3: Three-sided Desk: \$100
- Label #4: Desk chair: \$10
- Label #5: Cabinet: \$10
- Label #7: File Cabinet: \$20
- Label #8: Cabinet: \$50
- Label #9: Set of 5 Side Chairs: \$100
- Label #10: Cabinet: \$50
- Label #12: Two-sided Desk with Tabletop VARIDESK Stand: \$125
- Label #14: Cherry Desk: \$100
- Label #15: File Cabinet: \$10
- Label #16: Three-sided Cherry Desk: \$150
- Label #17: Rolling Desk Chair: \$10
- Label #19: Paper Holder: \$10
- Label #20: Two-sided Desk: \$100
- Label #22: Rolling Desk Chair: \$10

- Label #23: Two-sided Desk: \$100
- Label #24: Cabinet: \$50
- Label #25: Table: \$40
- Label #26: Cabinet: \$10
- Total Estimated Value: \$1,175.00

**ATTACHMENTS:**

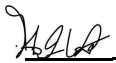
Council Modular Building Council Agenda

Resolution # R-25-42

Resolution # 11-1051

Email to Department Heads

Furniture Images



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Approved, John Connet, City Manager

19/08/2025

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Date of Approval



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

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**SUBMITTER:** Logan Hickey **MEETING DATE:** 6/5/2025  
**AGENDA SECTION:** Consent Agenda **DEPARTMENT:** Finance  
**TITLE OF ITEM:** Approval to Declare and Sell Surplus- *Logan Hickey*

### **SUGGESTED MOTION(S):**

I move City Council to adopt the *Resolution by the City of Hendersonville City Council to declare the following asset as inventory and to authorize it to be sold via internet auction.*

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### **SUMMARY:**

The City of Hendersonville has determined that the triple wide building (which temporarily housed part of our Fire Department during the construction of our new Fire Station) should be declared surplus. City Administration has considered options for repurposing the building for other capacities, however, there is not currently a need at the City for the facility. In 2024, the City received an informal estimate that the building was worth \$205,000.00. Per the request of City Administration, the Finance Department is requesting that this asset be declared surplus with the intent to sell it via internet auction. This is being submitted for Council approval per N.C.G.S. § 265 as the value of the assets is greater than \$29,999.99. Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(C), internet auction is legally appropriate provided Council approves this Resolution.

### **ATTACHMENTS:**

Resolution # 11-1051  
Resolution for this Surplus 6/5/2025

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DECLARE  
THE TRIPLE WIDE ASSET AND TO AUTHORIZE IT TO BE SOLD VIA  
INTERNET AUCTION**

**WHEREAS,** The City of Hendersonville has determined that the triple wide building (which temporarily housed part of our Fire Department during the construction of our new Fire Station) should be declared surplus; and

**WHEREAS,** City Administration has considered options for repurposing the building for other capacities, however, there is not currently a need at the city for the facility; and

**WHEREAS,** In 2024, the City received an informal estimate that the building was worth \$205,000.00; and

**WHEREAS,** Per the request of City Administration, the Finance Department is requesting that this asset be declared surplus with the intent to sell it via internet auction; and

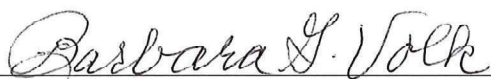
**WHEREAS,** This is being submitted for Council approval per N.C.G.S. § 265 as the value of the assets is greater than \$29,999.99; and

**WHEREAS,** Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(C), internet auction is legally appropriate provided Council approves this Resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hendersonville, North Carolina that the City's Public Works Department is authorized to declare the preceding asset as surplus and to proceed with selling this asset via internet auction.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5<sup>th</sup> day of June, 2025.

Attest:

  
Barbara G. Volk, Mayor, City of Hendersonville

  
Jill Murray, City Clerk

Approved as to form:

  
Angela S. Becker, City Attorney

**A Resolution Delegating the Authority for Declaring Personal Property Surplus**

Whereas, North Carolina General Statutes 160A-266(b) provides that private negotiation and sale may be used with respect to disposing of personal property valued at less than \$30,000 for any one item or group of similar items; and

Whereas, North Carolina General Statutes 160A-266(c) provides that the City Council may authorize one or more City officials to declare surplus any personal property valued at less than \$30,000 for any one item or group of items; and

Whereas, North Carolina General Statutes 160A-270 (c) authorizes the use of electronic advertising for electronic auction of surplus property;

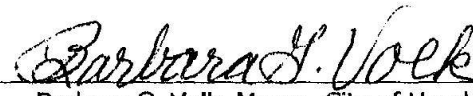
Now, Therefore, Be It Resolved by the City Council of the City of Hendersonville, North Carolina, that effective as of the date of adoption of this ordinance, the City Manager is granted authority to declare as surplus personal property any single item or a group of items with a value of up to \$30,000, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property; and

Be It Further Resolved, that the City Manager shall keep a record generally describing the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange, and shall make a report to the City Council at the next regularly scheduled meeting of the City Council **describing the results of the sale.**

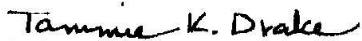
[Additions are **bold underlined**, deletions are ~~struck through~~]

Adopted this sixth day of October, 2011.

ATTEST:



Barbara G. Volk, Mayor, City of Hendersonville



Tammie K. Drake, MMC, City Clerk

G:\Clerk\Resolutions\Res 11\111051 Res Delegating auth for personal property disposal.wpd



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**Fw: Office furniture available**

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**From** Hickey, Logan <lhickey@hvlnc.gov>

**Date** Tue 8/12/2025 9:23 AM

**To** Hickey, Logan <lhickey@hvlnc.gov>

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**From:** Ludwig, Pam <pludwig@hvlnc.gov>

**Sent:** Thursday, July 31, 2025 10:21 AM

**To:** Beeker, Angela <abeeker@hvlnc.gov>; Connet, John <jconnet@hvlnc.gov>; Detwiler, Brent <bdetwiler@hvlnc.gov>; Harrell, Jennifer <jharrell@hvlnc.gov>; Heatherly, Jay <jheatherly@hvlnc.gov>; Holloway, Lew <lholloway@hvlnc.gov>; Huffman, Mike <mhuffman@hvlnc.gov>; Justus, Allison <ajustus@hvlnc.gov>; Miller, D. James <dmiller@hvlnc.gov>; Murr, Adam <amurr@hvlnc.gov>; Murray, Jill <jmurray@hvlnc.gov>; Myhand, Blair <bmyhand@hvlnc.gov>; Pahle, Brian <bpahle@hvlnc.gov>; Pat Spampinato <pat.spampinato@vc3.com>; Powell, Krystal <kpowell@hvlnc.gov>; Shanahan, Brendan <bshanahan@hvlnc.gov>; Steurer, Adam <asteurer@hvlnc.gov>; Wooten, Tom <twooten@hvlnc.gov>

**Cc:** Ledford, Tammy <tledford@hvlnc.gov>; Wiggins, Rhonda <rwiggins@hvlnc.gov>; Justus, Melissa <mjustus@hvlnc.gov>; Case, Jennifer <jdcase@hvlnc.gov>; Swann, Terri <tswann@hvlnc.gov>

**Subject:** Office furniture available

Dear Mr. Connet, Mr. Pahle, Department Heads and Administrative Assistants,  
Chief Ward asked me to send you this SharePoint link with photos of office furniture we currently have available for any of your department's use.  [Annex](#)

The furniture is currently in the Annex at Fire Station 2 and we would be happy to meet you, at your convenience, if you are interested in any of the items.

Please let us know by Friday, August 8<sup>th</sup> if you have any interest.

If you have any issues accessing this folder, please let us know.

Thank you very much for your time and consideration.

*Thank you,*

*Pam*

Administrative Assist. III

Hendersonville Fire Dept.

851 N. Main St.

Hendersonville, NC 28792

pludwig@hvlnc.gov

828-697-3024





FIRE MODULAR BUILDING SURPLUS FURNITURE








# Surplus Memo Approval Request - Fire Furniture

Final Audit Report

2025-08-19

Created:	2025-08-13
By:	Logan Hickey (lhickey@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHVQocBI85AnfHOIeYHnJoVtaynS4V4C4

## "Surplus Memo Approval Request - Fire Furniture" History

-  Document created by Logan Hickey (lhickey@hvlnc.gov)  
2025-08-13 - 2:00:52 PM GMT
-  Document emailed to John Connet (jconnet@hvlnc.gov) for signature  
2025-08-13 - 2:00:57 PM GMT
-  Email viewed by John Connet (jconnet@hvlnc.gov)  
2025-08-19 - 8:15:30 PM GMT
-  Document e-signed by John Connet (jconnet@hvlnc.gov)  
Signature Date: 2025-08-19 - 8:15:47 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-19 - 8:15:47 PM GMT









# MODULAR - OFFER TO PURCHASE (REVISED)

Final Audit Report

2025-11-25

Created:	2025-11-25
By:	Logan Hickey (lhickey@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIYGxWdK_5tYrdC1JRSZ-PxhSdI-X9KT6

## "MODULAR - OFFER TO PURCHASE (REVISED)" History

-  Document created by Logan Hickey (lhickey@hvlnc.gov)  
2025-11-25 - 8:55:42 PM GMT
-  Document emailed to bestininvestinggroup@gmail.com for signature  
2025-11-25 - 8:56:02 PM GMT
-  Email viewed by bestininvestinggroup@gmail.com  
2025-11-25 - 8:59:41 PM GMT
-  Signer bestininvestinggroup@gmail.com entered name at signing as James Myers  
2025-11-25 - 9:02:08 PM GMT
-  Document e-signed by James Myers (bestininvestinggroup@gmail.com)  
Signature Date: 2025-11-25 - 9:02:10 PM GMT - Time Source: server
-  Agreement completed.  
2025-11-25 - 9:02:10 PM GMT