

**DRAFT**

1/20/2011

MINUTES

cc: BOC  
Steve  
Selena  
Russ  
Christy

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
TUESDAY, JANUARY 18, 2011**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 9:00 a.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were: Chairman Michael Edney, Vice-Chairman Tommy Thompson, Commissioner Bill O'Connor, Commissioner Larry Young, Commissioner Charlie Messer, County Manager Steve Wyatt, Assistant County Manager Selena Coffey, and Clerk to the Board Teresa L. Wilson.

Also present were: Public Information Officer Christy DeStefano, Finance Director J. Carey McLelland, Planning Director Anthony Starr, Associate County Attorney Sarah Zambon, Construction Manager David Berry, Engineer Marcus Jones, 911 Communications Director Lisha Corn, Research/Budget Analyst Amy Brantley, Sheriff Rick Davis, and Recreation Director Tim Hopkin.

Absent: County Attorney Russell Burrell

CALL TO ORDER/WELCOME

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Commissioner Young.

INVOCATION

Pastor Steve Teel of the Hendersonville Church of Christ gave the invocation.

INFORMAL PUBLIC COMMENT

- 1) Katie Breckheimer – Ms. Breckheimer spoke on behalf of the ECO Recycling Committee. She thanked the Board for requiring all waste haulers permitted in Henderson County to pick up recycling as well as trash from their customers. Two critical factors apply to successful recycling and waste reduction programs; the commitment of community leaders to fund and operate good programs and the commitment by citizens to use those programs. By acting today on the pending decisions regarding our transfer station and the development of a local Materials Recovery Facility (MRF), the way will be paved for a much better system for all involved in this local industry. One of the most important elements they foresee is the increase in transportation cost of collected materials. They feel it is inevitable that the cost of oil will go up fairly steadily. Please work to provide local facilities that keep transportation cost down. Having a MRF here in our county would do just that. Please do not shove recycling to the back of the line.

DISCUSSION/ADJUSTMENT OF AGENDA

County Manager Steve Wyatt requested the addition of closed session for acquisition of property and economic development. He further requested that discussion item E – Materials Recovery Facility be pulled from the agenda.

*Commissioner Young made the motion to adopt the Agenda with the addition of a closed session and minus the Materials Recovery Facility. All voted in favor and the motion carried.*

Commissioner Messer requested that a future agenda hold discussion of the Water Supply and distribution Task Force.

APPROVED: \_\_\_\_\_

Chairman Edney felt this could be discussed at the meeting on Tuesday, January 25, after completion of the budget workshop.

**CONSENT AGENDA**

*Commissioner Messer made the motion to adopt the Consent Agenda as presented. All voted in favor and the motion carried.*

CONSENT AGENDA consisted of the following:

**Minutes**

Draft minutes were presented for board review and approval of the following meeting(s):

- December 29, 2010 – Special Called Meeting
- January 3, 2011 – Regularly Schedule Meeting

**Tax Collector's Report**

Deputy Tax Collector Carol McCraw had presented the Tax Collector's Report to the Commissioners dated January 7, 2011 for information only. No action was required

**Tax Refunds**

A list of 14 refund requests was presented for the Board of Commissioners review and approval.

Motion:

*I move the Board approves the Tax Refund Report as presented.*

**Tax Releases**

A list of 46 tax release requests was presented for the Board of Commissioners review and approval.

Motion:

*I move the Board approves the Tax Release Report as presented*

**Fund and Energy Reduction Plan Status**

This agenda item is to update the Board on the status of the County's energy and fuel reduction plan. The data provided is based on the second quarter (October to December) of the fiscal year. The first quarter, originally from the October 20, 2010 meeting, was also provided.

**Emergency Communications Fund Expenditure**

The Board is requested to approve the use of available monies from the Emergency Communications Fund, pursuant to the resolution that was passed by the Henderson County Board of Commissioners on August 2, 2010, in reference to House Bill 1691 and the 911 Fund. It is being requested that the 911 Center be allowed to use a portion of the Emergency Communications funds, to hire a public safety consulting firm to develop a comprehensive plan for relocating the 911 Center to space set aside in the new Law Enforcement Center. As the State 911 Board moves forward with the statewide 911 plan, we will be required to meet minimum levels of technology, security, and redundancy to ensure public safety. In order to meet these new requirements and provide the highest level of service to the citizens of Henderson County, we must begin the planning process for relocating and updating the 911 Communications Center. This comprehensive plan must be in place before the 911 Center can apply for any grants that would help to fund a future 911 Center move.

Three informal bids for this project were accepted. The requested amount will not exceed \$70,000.

Motion:

*I move the Board authorizes the use of available funds in the Emergency Communications Fund, not to exceed \$70,000, for the development of a comprehensive plan for relocating the 911 Center to the new Law Enforcement Center.*

**Capital / Facilities Status Reports**

Internal Auditor Darlene Burgess had provided a status report to the Commissioners for activity during the months of November and December 2010 on Capital and Facilities projects.

**Renewal of leases (Carland Farms, Inc.; Blue Ridge Amateur Radio Club)**

The County has had two long-standing leases for the use of County property:

- 1) The first is with Carland Farms, Inc., for farm property located along the French Board River, and otherwise completely surrounded by Mr. Carland's property. The value of this lease was calculated for previous years by the Tax Assessor's Office, based on the average rental value for farm property. This proposed lease is at that same rent.
- 2) The second is for the monthly use of a part of the Stoney Mountain Center by the Blue Ridge Amateur Radio Club. The rent is nominal, and has not changed in a number of years.

This item would renew these leases on identical terms.

Motion:

*I move that the Board approves the draft lease renewals provided in the agenda item.*

**Notification of Vacancies**

Chairman Edney reminded the Board of the following vacancies and opened the floor to nominations:

1. Agriculture Advisory Board – 3 vac.
2. Animal Services Committee – 3 vac.
3. Historic Courthouse Corporation dba/ Heritage Museum Board – 2 vac.
4. Recreation Advisory Board – 3 vac.

**Nominations**

1. Apple County Greenway Commission – 4 vac.

There were no nominations at this time so this item was rolled to the next meeting.

2. Child Fatality Prevention Team – 1 vac.

Commissioner Thompson nominated Marilyn Tatham for position #3. *Chairman Edney made the motion to accept the appointment of Marilyn Tatham by acclamation. All voted in favor and the motion carried.*

3. CJPP (Criminal Justice Partnership Program) – 4 vac.

Commissioner Messer nominated Commissioner Thompson for position #1. *Chairman Edney made the motion to appoint Commissioner Thompson to position #1. All voted in favor and the motion carried.*

4. Downtown Hendersonville, Inc. – 1 vac.

There were no nominations at this time so this item was rolled to the next meeting.

5. Henderson County Historic Courthouse Corp. dba/ Heritage Museum – 1 vac.

Commissioner O'Connor nominated Carolyn Justus for one of the vacant positions and Drew Brannon for

the other position. This item was rolled to the next agenda.

Commissioner Messer withdrew his nomination for Terrell Garren from the previous meeting. He further questioned if the current Board would like to continue with the limit of two (2) boards or committee per citizen. He noted that Carolyn Justus currently serves on two Boards.

Commissioner O'Connor would like to see the boards/committee limit increased to three (3).

Chairman Edney would place this item on a future agenda for discussion.

*Chairman Edney made the motion to appoint Commissioner O'Connor to position #11. All voted in favor and the motion carried.*

6. Henderson County Transportation Advisory Committee – 1 vac.

At January 3, 2011 meeting Commissioner Young nominated Robert Payne for position #1, and Commissioner Messer nominated Renee Kumor for position #1. The poll was polled with the following results.

Thompson	Young	Edney	Messer	O'Connor
1. Kumor	1. Payne	1. Kumor	1. Kumor	1. Kumor

Renee Kumor was appointed to position #1 with the majority of votes.

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

There were no nominations at this time so this item was rolled to the next meeting.

8. Juvenile Crime Prevention Council – 9 vac.

There were no nominations at this time so this item was rolled to the next meeting.

9. Library Board of Trustees – 1 vac.

Chairman Edney nominated Commissioner Young for position #1. *Chairman Edney made the motion to accept the appointment of Commissioner Young by acclamation. All voted in favor and the motion carried.*

10. Mountain Area Workforce Development Board – 1 vac.

There were no nominations at this time so this item was rolled to the next meeting.

11. Mountain Valleys Resource Conservation and Development Program – 1 vac.

There were no nominations at this time so this item was rolled to the next meeting.

12. Nursing/Adult Care Home Community Advisory Committee – 1 vac.

*Chairman Edney made the motion to reappoint Janice Aho to position #20. All voted in favor and the motion carried.*

13. Senior Volunteer Services Advisory Council – 3 vac.

There were no nominations at this time so this item was rolled to the next meeting.

14. Travel & Tourism Committee – 1 vac.

*Chairman Edney made the motion to reappoint Commissioner Young to position #4 by acclamation. All voted in favor and the motion carried.*

Commissioner Messer requested that he be appointed as the representative for the Hospital Corporation Board of Directors.

Commissioner O'Connor requested that he be appointed as the representative for the Hospital Corporation Board of Directors.

The Board was polled with the following results:

Thompson	Young	Edney	Messer	O'Connor
1.Messer	1.Messer	1.O'Connor	1.Messer	1.O'Connor

Commissioner Messer was appointed as the representative for the Hospital Corporation Board of Directors with the majority of votes.

*Chairman Edney nominated Commissioner Young for the commissioner position on the Solid Waste Advisory Committee. All voted in favor and the motion carried.*

**Appointment of Commissioner Representatives**

*Chairman Edney made the motion that the Board approves the list of representatives as designated. All voted in favor and the motion carried.*

Agriculture Advisory Board	Thompson
Cane Creek Water and Sewer District Advisory Committee	Messer
CJPP Task Force (Criminal Justice Partnership Program)	Thompson
Environmental Advisory Committee	O'Connor
Fire and Rescue Advisory Committee	O'Connor
French Broad River MPO – Transportation Advisory Committee	O'Connor
Governmental Financing Corporation	Edney/Thompson
Henderson County Board of Health	Young
Henderson County Planning Board	O'Connor
Henderson County Transportation Advisory Committee	O'Connor
Heritage Museum Board (HC Historic Courthouse Corporation)	O'Connor
Hospital Corporation Board of Directors	Messer
Joint College Facility Committee	Edney/Thompson
Joint School Facilities	Thompson/Young
Juvenile Crime Prevention Council	Thompson
Land-of-Sky Regional Council	Thompson/O'Connor
Library Board of Trustees	Young
Local Emergency Planning Committee	Edney
Local Government Committee of Cooperative Action	Edney/Messer
Metropolitan Sewerage District of Buncombe County (MSD)	Messer
Recreation Advisory Board	Messer
Solid Waste Advisory Committee	Young
Travel & Tourism Committee	Young

Chairman Edney noted that Commissioner Young would be filling in at the LGCCA meeting today since Commissioners Edney and Messer had conflicts.

**RECREATION TRAILS GRANT**

Rebekah Robinson from the Carolina Mountain Land Conservancy (CMLC) stated CMLC owns a six-hundred acre nature preserve in Gerton that is open to public with several miles of hiking trails. Over the

years surrounding landowners have expanded that network but there is no dedicated access point for visitors. Last Year CMLC partnered with Henderson County on a PARTF application to purchase a tract on 74A and develop a trailhead. The County received that grant award but it is a 50% matching program so CMLC needs to find the other half of the money.

Henderson County has been awarded a Parks and Recreation Trust Fund (PARTF) grant in the amount of \$208,750.00 for the purchase of land and development of trails in the Hickory Nut Gorge.

The Carolina Mountain Land Conservancy (CMLC) had agreed to find all matching funds for the Hickory Nut Gorge Trail project. At this time CMLC are still waiting to hear about the Scenic Byways Grant that would act as the matching half for the PARTF grant. The Scenic Byways Grants have not yet been awarded. The CMLC is therefore looking at an alternate plan by applying for a Recreational Trails Grant. CMLC is therefore looking to have an alternate plan by applying for a Recreational Trail Grant on behalf of the county. The grant would be for \$75,000.00 and would be matched by the grant money already received by the PARTF grant. Again the county would not have to expend any funds. CMLC would then continue looking for the remaining funds needed for the project. The two grants can match each other.

*Commissioner Messer made the motion that the Carolina Mountain Land Conservancy apply for a Recreation Trails Grant on behalf of the county in the amount of \$75,000 to be used as matching funds for the PARTF grant received for the Hickory Nut Gorge trail project. All voted in favor and the motion carried.*

#### **HERITAGE MUSEUM PRESENTATION**

Tom Orr provided an update to the Board on the Henderson County Heritage Museum. He provided the website of the museum; [hendersoncountymuseum.com](http://hendersoncountymuseum.com) and suggested everyone visit the site. He introduced the Chair of the Henderson County Historic Courthouse Corporation dba/ Heritage Museum Board Judy Abrell, and the videographer and web designer Chris Neville.

Chairman Edney inquired if the museum would be doing anything in regards to the 150<sup>th</sup> Anniversary of the start of the war between the states.

Mr. Orr responded the museum is looking into it in an aggressive way, and focus does need to be made on it. He did not have any details at this time.

#### **CONSTRUCTION MANAGEMENT REPORT**

David Berry provided a monthly report as a review of the scope and status of assigned construction management responsibilities and included specific updates in regard to county funded construction activities.

Henderson County School Projects – All seventy seven (77) projects that were included in the budgeted four million dollars of Henderson County Public Schools Facility Projects for 2009-2010 are completed. Apple Valley/North Henderson Underground Piping HVAC Repairs: All phases of the separately budgeted HVAC Piping Repairs at Apple Valley/North Henderson have been completed. Apple Valley/North Henderson Schools Expansion Construction continues with Beam Construction and Moseley Architects. The overall project includes three building; the main new two story building, the cafeteria addition, and the locker room addition. The funding for both the AV/NH Schools Expansion are included in a nine million dollar budgeted allocation. The total cost for the Underground HVAC repairs is expected to be approximately \$1,630,524. The total cost for the AV/NH Schools Expansion is projected to be approximately \$6,986,659 including some contingency. The projected estimated total for the two projects, \$8,617,183, should bring these projects in under budget.

## Henderson County Projects

- The Law Enforcement Center/County Administration Building/1995 Courthouse: Construction is well underway on the new 63,000 square foot Law Enforcement Center. The new Law Enforcement Center was originally planned as a two story 40,000 square foot (20,000 square feet per floor) building. By taking advantage of eliminating the cost of bad soils that would have required being removed and replaced for the foundation, and the aggressive pricing due to the economy, a full 20,000 square foot basement was added allowing shell space for future expansion. The project including building and site construction, architectural and engineering, computer and phone cabling, FFE testing, and financing, is expected and projected to be under the allocated budgeted amount.
- Old Health Department – Construction to transform the Old Health Department Building into the new Henderson County Development Services building has begun.

Mr. Berry explained that the goal was to have the old Health Department Building (Henderson County Development Services building) completed by the end of July. The goal was to have the tax offices into the King Street building by the end of the year, sooner if possible.

- Solid Waste Capital Improvements – The project, inclusive of the entire scope, was successfully bid November 23, 2010. The apparent low bidder was Cooper Construction, a local general contractor. The project scope and bid contains several separate and individually priced construction components which make up the overall project. Under separate cover, a recommendation and directive request to the County Board of Commissioners has been submitted on how to proceed with the project.
- Tuxedo Mill Demolition – Mark Pace Construction continues work on the demolition of the old mill and progress continues to be steady.
- Park Maintenance Project – As per the request and directive of the Henderson County Board of Commissioners a priority listing for the best use of the budgeted \$750,000 for park projects was established by staff.
- Blue Ridge Community College – All state approvals have now been obtained and the awarded contractor, Carolina Specialties, is preparing to start the long anticipated project work at the college.

### **BREAK**

A ten minute break was taken.

### **PRELIMINARY DESIGN – JACKSON PARK MAINTENANCE PROJECT**

Marcus Jones stated as directed during the August 19, 2010 Board of Commissioners meeting, the presentation and cost estimate given details the maintenance project for Jackson Park. The following points of information further detail the project:

- \$600,000 has been allocated to this project during the current fiscal year.
- This information is the result of the preliminary engineering from William Lapsley and Associates and scope meetings with Recreation staff, the Little League Baseball League and Parks and Recreation Advisory Board.
- All of the above mentioned groups are unanimously in support of the project scope presented in the presentation.
- The total cost estimate exceeds the funding allocated. However with detailed design, the cost will be reduce; for example, portions of the pavement can be treated with sealant and not a more



expensive overlay. Also, construction prices have been as much as 70% of estimates over the past couple of years. Lastly, the bid will be broken into sections and a construction contract can be configured from the bids to meet the funding should the total bid come in over \$600,000.

- The project is designed to repair road and trail pavement and improve drainage in the Park. Also by relocating small portions of road, safety is greatly improved and cut-through traffic is made less convenient. With significant repairs needed to these relocated sections, the difference in the cost of repairing versus relocating makes the relocations more feasible.
- In addition to repairs to existing trails / greenways, additional sections of greenway has been included in the project. These sections complete the connectivity between the pedestrian facilities from downtown Hendersonville and Barker Heights to the greenways within the park. Also, another proposed section connects the greenways located separately on either side of the park. As mentioned above, this additional sections will be bid separately and could be removed from the project should funding not be available.
- Should sections of the project not be included in the Construction, we will have detailed design and prices to phase them in the future.

Will Buie engineer with William Lapsley and Associates Engineers provided the following information:

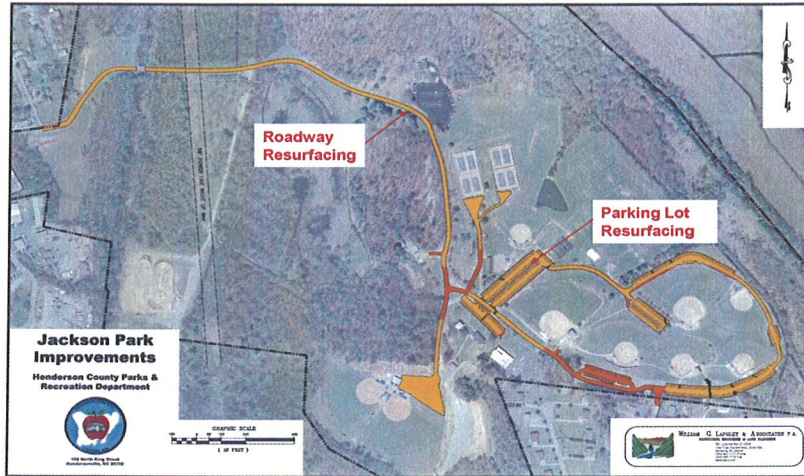


**Jackson Park Layout**

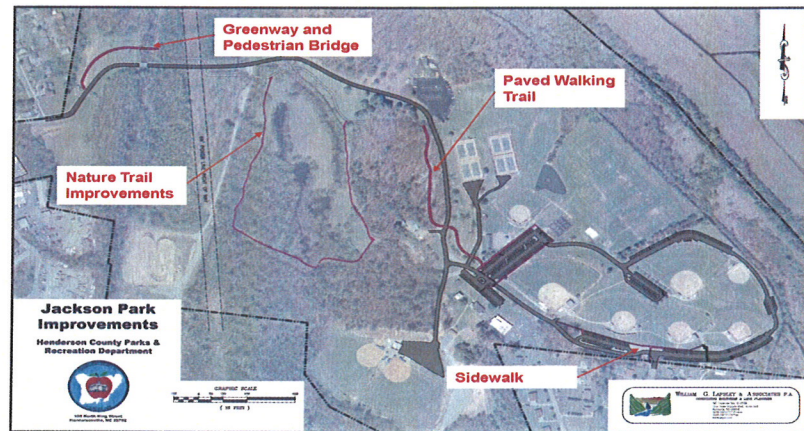


**Parking and Road Realignments**

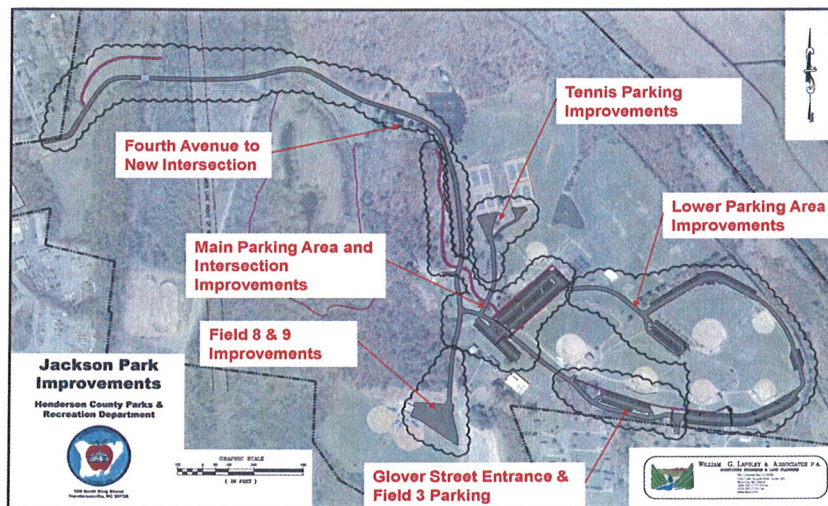




**Paving and Resurfacing**



**Pedestrian Facilities**



**Project Summary**

## Jackson Park Projects – Estimate Construction Costs

• Entrance from Fourth Avenue to New Intersection (Including Trail Improvements)	\$254,200.00
• Main Parking Area & Intersection Improvements	\$289,307.50
• Glover Street Entrance & Field 3 Parking	\$180,725.00
• Lower Parking Area	\$207,510.00
• Field 8 & 9 Improvements	\$48,250.00
• Tennis Court Parking	\$19,700.00
• TOTAL ESTIMATED CONSTRUCTION COST	\$999,862.50

In many cases the Park is used as a cut-through and by making several three way stops, it will make it a little less convenient to drive through the park. At field three, a retainer wall has fallen, and in this area the parking lot is adjacent to the road and you must walk across the main road to get to the field. This is an opportunity for switching the situation and moving the road away from the recreational facility and allowing folks to park adjacent to the field, and at the same time addressing the retaining wall.

Mr. Buie proposed several ways to address the cost estimates. The bidding situation with contractors in Henderson County and throughout the country has been very aggressive over the last several years. Projects have come in at 30% less than the engineers estimates.

1. The pedestrian bridge and pedestrian trail connection coming from fourth avenue is about \$100,000 and doesn't address maintenance concerns in the park.
2. Duke Energy resurfaced the area they used last year for parking and this area could be left out of the resurfacing.
3. Not overlaying the entire section of the park. The main road needs to be done and must be a priority. Parking lots could be repaired with chip and seal or a seal coat over the areas *after* the repairs have been made to the pavement.

Mr. Buie explained that resurfacing with new asphalt pavement in a condition like Jackson Park's parking lots you can look at a life expectancy of approximately 15-20 years if the base holds up well. When looking at a seal coat or chip and seal, you will probably see wear in those areas in five years and potentially less in some areas. They do not recommend overlay or resurfacing on the primary road because of the heavy amount of traffic. This project would be bid with all components broken out.

Questions were asked in regards to the retaining wall at Field 3 and the estimated timeframe for repair with baseball season getting ready to start. This should be a priority.

Mr. Buie stated he did not feel it would be corrected by the time baseball season starts. If the Board gave approval of the project at this meeting, there is a 2 to 3 month period of designing and permitting to go through before they will be in a position to bid the work.

Mr. Jones stated that many of the liability concerns had been addressed on the retaining wall such as removing the loose concrete and fencing off the area.

It was the consensus of the Board that the retaining wall be put as top priority as the first project.

Mr. Buie stated they will make the wall a priority and study it to make sure that this can happen, if at all possible, ahead of the other improvements in the park.

It was the consensus of the Board that the projects be put out to bid and then the figures brought back before the Board of Commissioners to make final decisions.

*Commissioner Messer made the motion that the Board of Commissioners approves the preliminary design*

*of the Jackson Park Maintenance Project and directs staff to design and bid the project for construction in the Spring of 2011 with the retaining wall being a priority. All voted in favor and the motion carried.*

**MATERIALS RECOVERY FACILITY (MRF) PRIVATE PARTNERSHIP REQUEST FOR PROPOSALS – This item was pulled from the agenda.**

**CONSTRUCTION CONTRACT – SOLID WASTE IMPROVEMENTS**

Marcus Jones stated as recommended by McGill & Associates on the provided letter, the apparent low bid for the referenced construction contract is provided for Board approval. The proposed contract is for \$1,638,884.75 with Cooper Construction Company, Inc. Cooper Construction’s bid for the entire scope of the project was \$3,446,457 with the Engineer’s estimate at just over \$4.5 million.

The scope of this project has been reduced to within funds available in the fund balance of the Solid Waste Enterprise Fund. With the significant reduction of waste and corresponding revenue, adding debt service to the Enterprise fund’s operations budget would result in increased tipping fees. The most significant reduction to the scope is the removal of the new convenience center. An option to improve the existing facility is presented below under Alternative Convenience Center Improvements.

By State Statute this project was estimated to be in the formal bidding range, and therefore, the Engineer has conducted the bid process accordingly. Additionally, the project was advertised in the local newspaper, Times-News, and posted on the County website.

Also provided for approval in conjunction with the construction is an agreement for McGill & Associates. This agreement is for \$190,240 and is to compensate them for additional services during the design of the project and for construction administration. The construction administration portion of the agreement is “hourly not to exceed” at \$122,200. With David Berry’s role as the construction manager, this portion of the agreement should be notably reduced. The extent of the reduction will be determined by Mr. Berry’s availability relative to the other County projects. The other portions of the agreement are lump sum and detailed in the agreement.

Another agreement provided is for ECS Carolinas, LLP to perform the materials testing and special inspections. This agreement is “hourly not to exceed” and is estimated to be under \$60,000.

The proposed budget is as follows:

Cooper Construction Contract	\$1,640,000
McGill Agreement	\$190,240
ECS Agreement	\$60,000
Duke Energy Relocation	\$12,500
Contingency	\$170,000
<b>Total Project Budget</b>	<b>\$2,072,740</b>

The entire project budget of \$2,072,740 will be funded from the Solid Waste Enterprise Fund which is completely separate from the County’s General Fund as well as property taxes.

**Alternative Convenience Center Improvements:**

In order to utilize the existing convenience center and separate its traffic from the scales traffic, it is possible to access the center through the Stoney Mountain Activity Center driveway. For well under \$200,000, these improvements can be made and in addition improve the driveway and parking for the Activity Center. The money allocated to address the driveway and parking at the Activity Center under the park maintenance project would be applied to this option. The funding is \$22,000 which is the

remainder of the \$50,000 allocation after repairing and replacing roof. The remaining funding would be from the Solid Waste Enterprise Fund.

#### Other Options:

The presentation provided, analyzes the option recommended above and three other options. The four options use either the partial scope from above which excluded the convenience center or the entire scope which includes the center. Also the options include adding flow control to the existing permit process for private haulers in the County. Flow control would require that waste (and corresponding revenue) from waste generated in Henderson County be brought to the Henderson County Facility. Currently, there is just over 20,000 tons of waste leaving the County (NCDENR annual report).

The proposed budget for the entire project is as follows:

Cooper Construction Contract	\$3,446,457
McGill Agreement	\$190,200
ECS Agreement	\$60,000
Duke Energy Relocation	\$22,375
Contingency	\$170,000
Total Project Budget	\$3,889,072

#### Solid Waste Improvements – Project Scope Options

- Entire CIP as bid: \$3,446,457
  - Scales Entrance & Convenience Center
  - Project Budget: \$3,889,072
- Partial CIP: \$1,640,000
  - Scales Entrance with improvements to existing Convenience Center and Stoney Mountain Activity Center
  - Project Budget: \$2,072,740

Solid Waste expenditures are covered by Solid Waste revenue. It is an enterprise fund without any connection to the general fund and property taxes.

#### Financing Options:

1. “Cash on Hand”
  - Construct Improvements with funds available, no borrowed funds
  - Scope: \$2.0 million for Scales Entrance, White Goods & Improvements to Existing Center & SMAC
  - Well beyond five years before fund balance can construct new Center
2. Cash and Borrow
  - Construct Improvements with funds available and borrow additional funds
  - Scope: Entire scope, \$4.0 million total project budget
  - Borrowed Funds: \$2.0 million with \$200,000 debt service annually
  - Tipping Fee: \$3 to \$4 increase effective July 1
3. “Cash on Hand” with Flow Control
  - Implement Flow Control and capture waste leaving County: additional \$200,000 to \$300,000 net revenue per year
  - Scope: \$2.0 million for Scales Entrance, White Goods & Improvements to Existing Center & SMAC
  - 7 to 10 years for fund balance to “recharge” enough to construct remaining project
4. Cash and Borrow with Flow Control

- Implement Flow Control and capture waste leaving County: additional \$200,000 to \$300,000 net revenue per year
- Scope: Entire scope. \$4.0 million total project budget
- Borrowed Funds: \$2.0 million with \$200,000 debt service annually
- Tipping Fee: no increase needed for project

#### Assumptions

1. Current volume of waste for next five years
2. Construction prices from bid process
3. No allocations from General Fund
4. 21,000 Tons hauled out of County (DENR report)
5. At some point an increase in Tipping Fees will generate less revenue without Flow Control

*Commissioner O'Connor made the motion that the Board of Commissioners award the construction contract for the Solid Waste Improvements with the apparent low bidder Cooper Construction Company, Inc for \$1,638,884.75, approve the agreement with McGill & Associates for \$190,240, approve the agreement with ECS for \$58,111 and direct the County Engineer to develop the alternative improvements to the convenience center. Also, direct the County Attorney to revise the Solid Waste Ordinance to add flow control to the waste haulers permit process for Board discussion and possible approval at a future meeting. All voted in favor and the motion carried.*

Marcus Jones explained that the contract term is one year and obviously some of the improvements would be complete before the one year process.

#### **PETITION AND RESOLUTION TO ADD ROAD TO STATE SYSTEM PROPOSED SCALES ENTRANCE ROAD AT STONEY MOUNTAIN TRANSFER FACILITY**

Marcus Jones stated as subsequent documentation to the June 7, 2010 Agenda Item, approval of the SR2 document provided are required to complete the Agreement between the North Carolina Department of Transportation (NCDOT) and Henderson County Solid Waste (HCSW). Briefly, the agreement approved on June 7, 2010 was for NCDOT to construct and maintain the proposed turning lanes and a portion of the proposed scales entrance road at the Stoney Mountain Transfer Facility. In return, HCSW will receive waste from NCDOT Henderson County Maintenance operations at no charge.

Upon approval of the provided documents, the request will be submitted to the Board of Transportation for approval. With both Boards approval, a plat of the new right of way will be recorded transferring ownership from HCSW to NCDOT.

*Commissioner Messer made the motion that the Board adopts the Resolution provided requesting the addition of the proposed scales entrance road at the Stoney Mountain Transfer Facility to the State Maintained Secondary Road System. All voted in favor and the motion carried.*

#### **STAFF REPORTS**

There was nothing further at this time.

#### **CLOSED SESSION**

*Chairman Edney made the motion for the Board to go into closed session as allowed pursuant to NCGS 143-318.11 for the following reasons:*

1. Pursuant to N.C. Gen. Stat. § 143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.



2. Pursuant to N.C. Gen. Stat. § 143-318.11(a)(5), to establish, or to instruct staff or agents concerning price negotiating position or other contract terms for real property acquisition.

*All voted in favor and the motion carried.*

**ADJOURN**

*Commissioner O'Connor made the motion to go out of closed session and adjourn at 12:40 p.m. All voted in favor and the motion carried.*

Attest:

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Teresa L. Wilson, Clerk to the Board

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J. Michael Edney, Chairman

# HENDERSON COUNTY TAX DEPARTMENT

Collector's Office  
200 North Grove Street  
Suite 66  
Hendersonville, NC 28792

Phone: 828/697-5595

Fax: 828/698-6153

[www.hendersoncountync.org/tc/](http://www.hendersoncountync.org/tc/)

Stan C. Duncan  
County Assessor & Tax Collector

Sandy Allison  
Administrative Assistant II

January 7, 2011

## Re: Tax Collector's Report to Commissioners – 01/18/11 Meeting

Please find outlined below collections information through January 6<sup>th</sup> for the 2010 bills, which were mailed out on August 13<sup>th</sup>, as well as registered motor vehicle bills. As a point of reference, we also have included collections information as of the same date last year.

### Annual Bills G01 Only:

2010 Total Charge: \$57,525,107.37  
Payments & Releases: 50,839,634.75  
Unpaid Taxes: 6,685,472.62  
**Percentage Collected: 88.38%**  
(through 01/06/11)

2009 Total Charge: \$57,024,352.18  
Payments & Releases: 51,138,490.75  
Unpaid Taxes: 5,885,861.43  
**Percentage Collected: 89.68%**  
(through 01/06/10)

### Motor Vehicle Bills G01 Only:

2010 Total Charge: \$2,608,818.16  
Payments & Releases: 1,903,991.63  
Unpaid Taxes: 704,826.53  
**Percentage Collected: 72.98%**  
(through 01/06/11)

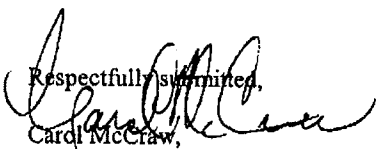
2009 Total Charge: \$2,741,659.88  
Payments & Releases: 2,067,961.31  
Unpaid Taxes: 673,698.57  
**Percentage Collected: 75.43%**  
(through 01/06/10)

### Fire Districts All Bills

2010 Total Charge: \$6,561,580.85  
Payments & Releases: 5,763,977.73  
Unpaid Taxes: 797,603.12  
**Percentage Collected: 88.28%**  
(through 01/06/11)

2009 Total Charge: \$6,452,247.35  
Payments & Releases: 5,720,674.50  
Unpaid Taxes: 731,572.85  
**Percentage Collected: 89.08%**  
(through 01/06/10)

Respectfully submitted,

  
Cardl McCraw,  
Deputy Tax Collector

Stan C. Duncan,  
Tax Collector

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
Phone 828-697-4808 • Fax: 828-692-9855

J. MICHAEL EDNEY  
Chairman  
THOMAS H. THOMPSON  
Vice-Chairman

TDD: 828-697-4580  
[www.hendersoncountync.org](http://www.hendersoncountync.org)

CHARLIE MESSER  
BILL O'CONNOR  
LARRY YOUNG

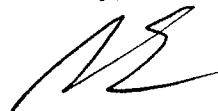
January 18, 2011

Mr. Stan Duncan, Tax Assessor  
HENDERSON COUNTY ASSESSOR'S OFFICE  
200 N. Grove Street, Suite 102  
Hendersonville, N. C. 28792

Dear Mr. Duncan:

Attached please find the list of tax release requests (46) and tax refund requests (14) approved at the Henderson County Board of Commissioners' Meeting on Tuesday, January 18, 2011.

Sincerely,



**J. Michael Edney, Chairman**  
Henderson County Board of  
Commissioners

JME/tlw

enclosures

**REFUNDS**

Parcel #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
0002319190-2008-2008-000000	FIRE	EDNEYVILLE	69.64	0.00	0.00	\$69.64
88889	CNTY	COUNTY	414.15	0.00	0.00	\$414.15
<b>Bill Total:</b>						<b>\$483.79</b>
0002319190-2007-2007-000000 FULL REBATE						
PROPERTY WAS SUBDIVIDED & HAS BEEN BILLED AS LOTS SINCE 2006. THIS LISTING IS A DOUBLE ASSESSMENT OF PARCELS 1001976-1001989						
Parcel #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88870	FIRE	EDNEYVILLE	157.00	0.00	0.00	\$157.00
88871	CNTY	COUNTY	853.31	0.00	0.00	\$853.31
<b>Bill Total:</b>						<b>\$1,010.31</b>
0002319190-2008-2008-000000 FULL REBATE						
PROPERTY WAS SUBDIVIDED & HAS BEEN BILLED AS LOTS SINCE 2006. THIS LISTING IS A DOUBLE ASSESSMENT OF PARCELS 1001976-1001989						
Parcel #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88871	FIRE	EDNEYVILLE	157.00	0.00	0.00	\$157.00
88872	CNTY	COUNTY	853.31	0.00	0.00	\$853.31
<b>Bill Total:</b>						<b>\$1,010.31</b>
<b>Grand Total:</b>						<b>\$3,554.72</b>

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**


**MEETING DATE:** January 18, 2011  
**SUBJECT:** Tax Refunds  
**ATTACHMENTS:** Refund Report

**SUMMARY OF REQUEST:**

The enclosed refund requests (14) have been reviewed by the County Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. The supporting documentation is on file in the County Assessor's Office.

These refund requests are submitted for the approval by the Henderson County Board of Commissioners.

Type	Number of Items:	Revenue Amount:
Refunds	14	\$6,082.24

Faithfully Submitted,  
  
 Stan C. Duncan  
 County Assessor

**BOARD ACTION REQUESTED: Consent Approval Requested**

Suggested Motion: "I move the Board approve the Tax Refund Report as presented."

**REFUNDS**

Parcel #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
0002547947-2007-2007-000000	FIRE	DANA	141.83	0.00	0.00	\$141.83
88931	CNTY	COUNTY	141.83	0.00	0.00	\$141.83
<b>Bill Total:</b>						<b>\$172.53</b>
0002547947-2008-2008-000000 FULL REBATE						
PROPERTY SHOULD HAVE BEEN TRANSFERRED TO MICHAEL THOMAS IN 2006. TAXES PAID BY PREVIOUS OWNER IN ERROR.						
Parcel #	Rate Type <td>Jurisdiction</td> <td>Rebated Tax</td> <td>Rebated Late List</td> <td>Rebated Billd Interest</td> <td>Total</td>	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88934	FIRE	DANA	141.83	0.00	0.00	\$141.83
88935	CNTY	COUNTY	30.70	0.00	0.00	\$30.70
<b>Bill Total:</b>						<b>\$172.53</b>
<b>Grand Total:</b>						<b>\$322.58</b>

**REFUNDS**

Parcel #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
0002547947-2007-2007-000000	FIRE	DANA	141.83	0.00	0.00	\$141.83
88931	CNTY	COUNTY	141.83	0.00	0.00	\$141.83
<b>Bill Total:</b>						<b>\$172.53</b>
0002547947-2008-2008-000000 FULL REBATE						
PROPERTY SHOULD HAVE BEEN TRANSFERRED TO MICHAEL THOMAS IN 2006. TAXES PAID BY PREVIOUS OWNER IN ERROR.						
Parcel #	Rate Type <td>Jurisdiction</td> <td>Rebated Tax</td> <td>Rebated Late List</td> <td>Rebated Billd Interest</td> <td>Total</td>	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88934	FIRE	DANA	141.83	0.00	0.00	\$141.83
88935	CNTY	COUNTY	30.70	0.00	0.00	\$30.70
<b>Bill Total:</b>						<b>\$172.53</b>
<b>Grand Total:</b>						<b>\$322.58</b>

**REFUNDS**

0000383242-2010-2010-000000  
 0000383242-2010-2010-000000  
 RELEASE 2010 BILL ON TRAVEL TRAILER, DOUBLE BILLED, CORRECT BILL IS NUMBER 2898900 (TAGGED CAMPER)

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
89222	FIRE	EDNEYVILLE COUNTY	6168	6.17	0.00	\$ 67.85
89222	FIRE	BLUE RIDGE COUNTY	1135	1.13	0.00	\$ 12.48
<b>Bill Total:</b>						<b>\$ 80.33</b>
<b>Grand Total:</b>						<b>\$ 80.33</b>

Number of Bills = 14  
 Total Amount = \$8,032.24

**RELEASES**

0000224181-2010-2010-000000  
 0000224181-2010-2010-000000  
 RELEASE 2010 BILL, MANUFACTURED HOME MOVED TO MADISON COUNTY FEBRUARY, 2008.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
87669	FIRE	FLETCHER COUNTY	7.98	0.80	0.00	\$ 8.78
87669	FIRE	EDNEYVILLE COUNTY	38.91	3.88	0.00	\$ 42.89
<b>Bill Total:</b>						<b>\$ 51.67</b>
<b>Grand Total:</b>						<b>\$ 51.67</b>

0000224181-2010-2010-000000  
 0000224181-2010-2010-000000  
 PROPERTY WAS SUBDIVIDED & HAS BEEN BILLED AS LOTS SINCE 2006. THIS LISTING IS A DOUBLE ASSESSMENT OF PARCELS 1001796-1001989. LISTING CHANGE RESULTED IN VALUE DECREASE.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88873	FIRE	EDNEYVILLE COUNTY	157.00	0.00	0.00	\$ 157.00
88873	FIRE	EDNEYVILLE COUNTY	853.31	0.00	0.00	\$ 853.31
<b>Bill Total:</b>						<b>\$ 1,010.31</b>
<b>Grand Total:</b>						<b>\$ 1,010.31</b>

0000224181-2010-2010-000000  
 0000224181-2010-2010-000000  
 REBATE 2010 DISCOVERY BILL IN FULL, BUSINESS NEVER OPENED

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
89195	FIRE	EDNEYVILLE COUNTY	46.20	4.52	0.00	\$ 50.72
<b>Bill Total:</b>						<b>\$ 50.72</b>
<b>Grand Total:</b>						<b>\$ 50.72</b>

**REFUNDS**

000015199-2010-2010-000000  
 000015199-2010-2010-000000  
 TAX RELIEF REMOVED BECAUSE ABTRACT WASNT RETURNED ON MOBILE HOME. THIS REBATE IS TO REINSTATE ELDERLY EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW. TAXES WILL BE REBILLED ON CORRECT ABSTRACT.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
89436	FIRE	EDNEYVILLE COUNTY	13.57	0.00	0.00	\$ 13.57
89436	FIRE	EDNEYVILLE COUNTY	73.74	0.00	0.00	\$ 73.74
<b>Bill Total:</b>						<b>\$ 87.31</b>
<b>Grand Total:</b>						<b>\$ 87.31</b>

000015199-2010-2010-000000  
 000015199-2010-2010-000000  
 TAX RELIEF REMOVED BECAUSE ABTRACT WASNT RETURNED ON MOBILE HOME. THIS REBATE IS TO REINSTATE ELDERLY EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW. TAXES WILL BE REBILLED ON CORRECT ABSTRACT.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
89436	FIRE	EDNEYVILLE COUNTY	19.94	1.89	0.00	\$ 20.83
89436	FIRE	EDNEYVILLE COUNTY	3.49	0.35	0.00	\$ 3.84
<b>Bill Total:</b>						<b>\$ 24.67</b>
<b>Grand Total:</b>						<b>\$ 111.98</b>

0000387812-2010-2010-000000  
 0000387812-2010-2010-000000  
 TAX RELIEF WAS REMOVED IN ERROR FOR 2010. THIS RELEASE IS TO REINSTATE ELDERLY EXCLUSION FOR 2010 TAX YEAR AS PART OF COMPLIANCE REVIEW.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88350	FIRE	EDNEYVILLE COUNTY	2.91	0.00	0.00	\$ 2.91
88350	FIRE	EDNEYVILLE COUNTY	15.25	0.00	0.00	\$ 15.25
<b>Bill Total:</b>						<b>\$ 18.16</b>
<b>Grand Total:</b>						<b>\$ 18.16</b>

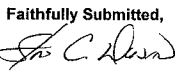
**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** January 18, 2011  
**SUBJECT:** Tax Releases  
**ATTACHMENTS:** Release Report

**SUMMARY OF REQUEST:**  
 The enclosed release requests (46) have been reviewed by the County Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. The supporting documentation is on file in the County Assessor's Office.

These release requests are submitted for the approval by the Henderson County Board of Commissioners.

Type	Number of Items:	Revenue Amount:
Releases	46	\$ 6,310.52

Faithfully Submitted,  
  
 Stan C. Duncan  
 County Assessor

**BOARD ACTION REQUESTED:** Consent Approval Requested.

**Suggested Motion:** "I move the Board approve the Tax Release Report as presented."



**RELEASES**

**DETERMINING BACKLOGS**

00000202-2010-2010-00000 FULL REBATE  
 MANUFACTURED HOME REPOSSESSED 12/4/2009. REFUND 2010 TAX BILL. VANDERBILT MORTGAGE DOCUMENT ON FILE.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88468	FIRE	CNTY COUNTY	170.02	17.00	0.00	\$ 187.02
					Bill Total:	\$ 187.02
					Grand Total:	\$ 187.02

**FRIENDLY MOTORS SALES INC.**

00000271-2010-2010-11000 FULL REBATE  
 PER OWNER. THIS BUSINESS CLOSED NOVEMBER 2009. ALL ASSETS WERE SOLD OR KEPT FOR PERSONAL USE.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88443	FIRE	CNTY MOUNTAIN HOME	23.10	2.31	0.00	\$ 25.41
88443	FIRE	CNTY MOUNTAIN HOME	4.79	0.48	0.00	\$ 5.23
					Bill Total:	\$ 30.64
					Grand Total:	\$ 30.64

**RELEASES**

**BREEDING PROGRESS INC.**

00002020-2010-2010-00000 FULL REBATE  
 12/77/10. TAX RELIEF REMOVED FOR 2010 BECAUSE ABSTRACT WASNT RETURNED. THIS RELEASE IS TO REINSTATE ELDERLY EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88331	FIRE	CNTY COUNTY	65.80	6.58	0.00	\$ 72.38
					Bill Total:	\$ 72.38
					Grand Total:	\$ 72.38

**BIGDANVILLE INC.**

000004371-2010-2010-00000 FULL REBATE  
 TAX RELIEF REMOVED FOR 2010 BECAUSE ABSTRACT WASNT RETURNED. THIS RELEASE IS TO REINSTATE ELDERLY EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88010	FIRE	CNTY COUNTY	78.54	7.85	0.00	\$ 86.39
					Bill Total:	\$ 86.39
					Grand Total:	\$ 86.39

**GALES EXTERIOR**

000014444-2010-2010-00000 FULL REBATE  
 400014444-2010-2010-00000 FULL REBATE  
 RELEASING BILLS FOR 2009 AND 2010. DECEASED 10-5-2008. PER ACCURINT. MOBILE HOME IS GONE. CONFIRMED BY AERIAL PICTOMETRY FLOWN IN 2009.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88922	FIRE	CNTY DANA	4.20	0.42	0.00	\$ 4.62
88922	FIRE	CNTY COUNTY	19.40	1.94	0.00	\$ 21.34
					Bill Total:	\$ 25.96
					Total	\$ 25.96

000014444-2010-2010-00000 FULL REBATE  
 000014444-2010-2010-00000 FULL REBATE  
 RELEASING BILLS FOR 2009 AND 2010. DECEASED 10-5-2008. PER ACCURINT. MOBILE HOME IS GONE. CONFIRMED BY AERIAL PICTOMETRY FLOWN IN 2009.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88924	FIRE	CNTY DANA	4.00	0.40	0.00	\$ 4.40
88924	FIRE	CNTY COUNTY	18.48	1.85	0.00	\$ 20.33
					Bill Total:	\$ 24.73
					Grand Total:	\$ 50.69

**RELEASES**

**HOBBS HOLIDAY**

000076459-2005-2005-00000 FULL REBATE  
 RELEASING BILLS 2005-2009. TITLE NEVER IN THEIR NAMES. DECEASED 11-21-06.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88659	FIRE	CNTY FLETCHER	39.66	3.97	0.00	\$ 43.63
88659	FIRE	CNTY FLETCHER	7.22	0.73	0.00	\$ 8.05
					Bill Total:	\$ 51.68

**000076459-2005-2005-00000 FULL REBATE**  
 RELEASING BILLS 2005-2009. TITLE NEVER IN THEIR NAMES. DECEASED 11-21-06.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88773	FIRE	CNTY FLETCHER	7.32	0.73	0.00	\$ 8.05
88773	FIRE	CNTY COUNTY	43.51	4.35	0.00	\$ 47.86
					Bill Total:	\$ 55.91

**000076459-2005-2005-00000 FULL REBATE**  
 RELEASING BILLS 2005-2009. TITLE NEVER IN THEIR NAMES. DECEASED 11-21-06.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88574	FIRE	CNTY FLETCHER	53.73	5.37	0.00	\$ 59.10
88574	FIRE	CNTY FLETCHER	8.94	0.89	0.00	\$ 9.83
					Bill Total:	\$ 68.93

**000076459-2005-2005-00000 FULL REBATE**  
 RELEASING BILLS 2005-2009. TITLE NEVER IN THEIR NAMES. DECEASED 11-21-06.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88576	FIRE	CNTY FLETCHER	33.73	3.37	0.00	\$ 37.10
88576	FIRE	CNTY FLETCHER	6.94	0.69	0.00	\$ 7.63
					Bill Total:	\$ 44.73

**000076459-2005-2005-00000 FULL REBATE**  
 RELEASING BILLS 2005-2009. TITLE NEVER IN THEIR NAMES. DECEASED 11-21-06.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88577	FIRE	CNTY FLETCHER	6.94	0.69	0.00	\$ 7.63
88577	FIRE	CNTY COUNTY	33.73	3.37	0.00	\$ 37.10
					Bill Total:	\$ 44.73

**HENDERSON CON HABITAT FOR HUMANITY**

000285870-2010-2010-00000 FULL REBATE  
 PARCEL 8975563 SHOULD BE TAX EXEMPT PER NCOS 105-278(6)(f). APPLICATION ON FILE DATED 2008.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88918	FIRE	CNTY VALLEY HILL	178.55	17.85	0.00	\$ 196.40
					Bill Total:	\$ 196.40
					Grand Total:	\$ 202.76

**HENDERSON CON HABITAT FOR HUMANITY**

0000838210-2010-2010-00000 FULL REBATE  
 TAX RELIEF WAS REMOVED BECAUSE ABSTRACT WASNT RETURNED. THIS RELEASE IS TO REINSTATE DISABLED EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88730	FIRE	CNTY COUNTY	57.29	5.73	0.00	\$ 63.02
					Bill Total:	\$ 63.02

**HENDERSON CON HABITAT FOR HUMANITY**

000285806-2010-2010-00000 FULL REBATE  
 TAX RELIEF WAS REMOVED BECAUSE ABSTRACT ON MOBILE HOME WASNT RETURNED. THIS RELEASE IS TO REINSTATE DISABLED EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88731	FIRE	CNTY COUNTY	53.59	5.35	0.00	\$ 58.94
					Bill Total:	\$ 58.94
					Grand Total:	\$ 116.51

**RELEASES**

**HENDERSON CON HABITAT FOR HUMANITY**

000285806-2010-2010-00000 FULL REBATE  
 RELEASING 2 BILLS ON MANUFACTURED HOME. YEARS 2008 AND 2009. 2008 IS A REFUND. 2009 IS A RELEASE. DOUBLE BILLED.

Release #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billed Interest	Total
88985	FIRE	CNTY MOUNTAIN HOME	21.71	2.17	0.00	\$ 23.88
88985	FIRE	CNTY MOUNTAIN HOME	4.47	0.45	0.00	\$ 4.92
					Bill Total:	\$ 28.80
					Grand Total:	\$ 28.80

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RELEASES

ROBINSON WATERCRAFT, INC. FULL REBATE  
 0002130385-2010-2010-000000  
 WILD LIFE ABSTRACT#: 0002130385-2009-2009 12/31/10 1990 RANGER WATERCRAFT, SOLD TO NEW OWNER IN FLORIDA PER 2009 LISTING FORM, BILL RELEASED.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88473	FIRE	EDNEYVILLE	27.83	0.00	0.00	\$ 27.83
88473	FIRE	EDNEYVILLE	5.08	0.00	0.00	\$ 5.08
					Bill Total:	\$ 32.71
					Grand Total:	\$ 32.71

0002130385-2010-2010-000000 FULL REBATE  
 WILD LIFE ABSTRACT#: 0002130385-2010-2010 12/31/10 1990 RANGER WATERCRAFT, SOLD TO NEW OWNER IN FLORIDA PER 2009 LISTING FORM, BILL RELEASED.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88474	FIRE	EDNEYVILLE	21.48	2.15	0.00	\$ 23.63
88474	FIRE	EDNEYVILLE	3.95	0.40	0.00	\$ 4.35
					Bill Total:	\$ 27.98
					Grand Total:	\$ 30.93

STERLING HOME HEARTH, LLC FULL REBATE  
 000272873-2010-2010-000000  
 MISD DECREASE  
 EXTENSION WAS FILED BY JANUARY 31, 2010. THE ACTUAL RETURN WAS FILED ON MARCH 2, 2010. REBATE THE LATE LIST PENALTY ONLY.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88651	FIRE	FLETCHER COUNTY	0.00	16.15	0.00	\$ 16.15
88651	FIRE	FLETCHER COUNTY	0.00	78.83	0.00	\$ 78.83
					Bill Total:	\$ 94.98
					Grand Total:	\$ 94.98

RELEASES

STERLING HOME HEARTH, LLC FULL REBATE  
 000272873-2010-2010-000000  
 TAX RELIEF WAS REMOVED BECAUSE ABSTRACT WASNT RETURNED. THIS RELEASE IS TO REINSTATE DISABLED EXCLUSION FOR 2010 TAX YEAR. TAXES WILL BE REBILLED ON CORRECT ABSTRACT.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
87798	FIRE	BLUE RIDGE COUNTY	2.47	0.25	0.00	\$ 2.72
87798	FIRE	BLUE RIDGE COUNTY	13.40	1.34	0.00	\$ 14.74
					Bill Total:	\$ 17.46
					Grand Total:	\$ 17.46

000283936-2010-2010-000000 FULL REBATE  
 INFORMATION REQUESTED HAS BEEN RECEIVED FROM PROPERTY OWNER. THIS RELEASE IS TO REINSTATE ELDERLY EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88875	FIRE	DANA COUNTY	117.28	0.00	0.00	\$ 117.28
88875	FIRE	DANA COUNTY	23.45	0.00	0.00	\$ 23.45
					Bill Total:	\$ 140.73
					Grand Total:	\$ 140.73

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RELEASES

WAGNER BROTHERS FULL REBATE  
 0002685030-2010-2010-000000  
 TAX RELIEF REMOVED BECAUSE ABSTRACT WASNT RETURNED. THIS RELEASE IS TO REINSTATE ELDERLY EXCLUSION AS PART OF 2010 COMPLIANCE REVIEW.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
86009	FIRE	BLUE RIDGE	38.81	3.88	0.00	\$ 42.69
86009	FIRE	BLUE RIDGE	7.14	0.71	0.00	\$ 7.85
					Bill Total:	\$ 50.54
					Grand Total:	\$ 50.54

000132873-2010-2010-000000 VALUE DECREASE  
 OVERSTATED DEGREE OF COMPLETION OF HOUSE. CHANGED FROM 100% TO 75% COMPLETE.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
86400	FIRE	BLUE RIDGE	430.13	0.00	0.00	\$ 430.13
86400	FIRE	BLUE RIDGE	73.13	0.00	0.00	\$ 73.13
					Bill Total:	\$ 503.26
					Grand Total:	\$ 503.26

WAGNER BROTHERS FULL REBATE  
 000272873-2010-2010-000000  
 2807385 2010-2010 1992 MASTERCRAFT BOAT-NO LONGER OWN/BOAT SOLD-BILL OF SALE ON FILE

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
88470	FIRE	MILLS RIVER COUNTY	0.00	0.00	0.00	\$ 0.00
88470	FIRE	MILLS RIVER COUNTY	37.61	3.76	0.00	\$ 41.37
					Bill Total:	\$ 41.37
					Grand Total:	\$ 41.37

Number of Bills = 46  
 Total Amount = \$5,310.52

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RELEASES

STERLING HOME HEARTH, LLC FULL REBATE  
 000272873-2010-2010-000000  
 REBATE IN FULL. DOUBLE ASSESSED AND PAID ON ABSTRACT #2550918.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
87796	FIRE	HENDERSONVILLE	21.07	0.00	0.00	\$ 21.07
87796	FIRE	HENDERSONVILLE	0.00	0.00	0.00	\$ 0.00
					Bill Total:	\$ 21.07
					Grand Total:	\$ 21.07

000283936-2010-2010-000000 FULL REBATE  
 PER TAXPAYER, THERE WERE NO ASSETS LOCATED AT 1878 SPARTANBURG HIGHWAY FOR 2010. REBATE IN FULL.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
87081	FIRE	HENDERSONVILLE	0.00	0.00	0.00	\$ 0.00
87081	FIRE	HENDERSONVILLE	37.25	0.00	0.00	\$ 37.25
					Bill Total:	\$ 37.25
					Grand Total:	\$ 37.25

WAGNER BROTHERS FULL REBATE  
 000283936-2010-2010-000000  
 DUPLICATE BILLING.

Rebate #	Rate Type	Jurisdiction	Rebated Tax	Rebated Late List	Rebated Billd Interest	Total
89194	FIRE	MOUNTAIN HOME	32.92	3.25	0.00	\$ 36.17
89194	FIRE	MOUNTAIN HOME	6.77	0.68	0.00	\$ 7.45
					Bill Total:	\$ 43.62
					Grand Total:	\$ 43.62

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## INFORMAL BIDS

Informal bids were accepted for a Public Safety Answering Point Relocation Planning Study.

<b>CONSULTING FIRM</b>	<b>BID AMOUNT</b>
GeoComm	\$61,485
Advanced Concepts Information Technology Solutions	\$74,230
RCC Consultants	\$87,500

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



Department: Sheriff's Office 115431

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>285411-539000-0911</u>	<u>Contracted Services</u>	<u>\$70,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

REVENUE

Account	Line-Item Description	Amount
<u>284411-401000</u>	<u>E911 Revenues</u>	<u>\$70,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Justification:** Please provide a brief justification for this line-item transfer request.

To provide funding to hire a public safety consulting firm to develop a comprehensive plan for relocating the 911 Center to space set aside in the new Law Enforcement Center.

J. Westerhoff  
J. Westerhoff, HCSO Business Mgr.  
Sheriff Rick Davis A. K. Cook  
Authorized by Department Head

January 11, 2011  
Date

\_\_\_\_\_  
Authorized by Budget Office

\_\_\_\_\_  
Date

[Signature]  
Authorized by County Manager

1/18/11  
Date

*For Budget Use Only*

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_



**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**LEASE**

**THIS LEASE**, made and entered into effective the 1st day of January, 2011 by and between Henderson County, having an address of 1 Historic Courthouse Plaza, Suite 5, Hendersonville, North Carolina, 28792, hereinafter referred to as "Lessor", and Carland Farms, Inc. , having an address of 516 North Mills River Road, Horse Shoe, NC 28742 , hereinafter referred to as "~~Lessee~~",

**WITNESSETH:**

That the Lessor for and in consideration of the rents, covenants and agreements to be paid, kept and performed by the Lessee as hereinafter provided, have lease and rented unto the Lessee, and the Lessee has rented from the Lessor that following described real property, located in Henderson County North Carolina:

Being all of that tillable land on that tract of land shown as Tract "C" on that plat entitled, "Plat of Survey for Broadpointe Center", dated November 1996, recorded on Plat Slide 2295 of the Henderson County Registry. Tract "C" as shown on the Plat of Survey for Broadpointe Center consists of 27.82 acres. It is estimated that the tillable land, located within the boundaries of said Tract "C" is approximately +/- 26.2 acres. Tract "C" is hereafter referred to as the "Leased Premises".

**TO HAVE AND TO HOLD** said Leased Premises unto the Lessee upon the following conditions:

1. The term of this Lease shall commence on January 1, 2011, or the date that this Lease is fully and properly executed, whichever is later, and shall expire December 31, 2011.
2. The Lessee agrees to pay Lessor the sum of \$1,950.00, as annual rental, less any *ad valorem* property taxes which are due from the Lessee as a result of this lease, which said annual rental shall be paid in full by February 15, 2010. Failure to pay said lease amount by the stated date will be grounds for immediate termination of the Lease by the Lessor without notice to the Lessee.
3. The Leased Premises shall be used solely for conducting thereon farming operations during the term of this Lease, and Lessee covenants and agrees to follow good farming practices to the end that any damage to the Lease Premises or soil by reason of erosion or otherwise shall be minimized. Hunting of any kind is expressly prohibited on the Leased Premises.
4. Lessee covenants and agrees, at its expense, to keep the drainage ditches presently located on the Leased Premises clear and unobstructed throughout the term of the

Lease, and at the expiration of this Lease to surrender the Leased Premises in a good condition as the same shall be at the commencement of said term; provided, however, that in the event it becomes necessary to make any permanent improvements on the Leased Premises such as repairs to underground drainage or the cutting or retraining of hedge row the same shall be done at the Lessee's expense, but subject to the approval of the Lessor.

5. It is agreed that no building, house, barns or other structures are included in the Leased Premises.
6. This Lease may not be assigned; additionally, the Leased Premises may not be subleased.
7. Lessee understands and agrees that the Leased Premises have been donated to Lessor for future use as a public park. Lessee agrees that Lessee will do nothing that will prohibit the future use of the Lease Premises as a public park.
8. Lessor makes no covenant of quiet enjoyment to Lessee with respect to the Leased Premises; however, Lessor agrees not to unreasonably interfere with Lessee's ability to conduct farming operations on the Leased Premises, except as may be connected with the installation of the public sewer across any portion of the Leased Premises. It is understood and agreed that the Lessor or their agents shall not be responsible for any damage to crops or farming operations of Lessee due to the installation of public sewer. The Lessor will notify Lessee thirty (30) days in advance of the installation of public sewer.
9. Lessee agrees to indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, or occasioned wholly or in part by any act or omission of Lessee, his agents, licensees, concessionaires, customers or employees.
10. Lessee shall at Lessee's own expense comply with all rules, regulations, and requirements of the State, Federal, or Local Governments, or any of the departments or bureaus thereof applicable to the Leased Premises, including but not limited to regulations for the prevention or abatement of nuisances or other grievances arising out of the manner of the occupancy of said premises during said term.
11. Lessor or Lessor's agents or other representative shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of examining the same.
12. With respect to any pollutants, contaminants, chemicals, or industrial toxic or hazardous substance or material defined as such in (or for purposes of) all applicable

environmental laws, rules, regulations and ordinances now or hereafter in effect, hereafter "Environmental Laws", including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. Section 261.1 through 261.33, as may be amended or renumbered, hereinafter "Hazardous Material", Lessee represents, warrants and covenants as follows:

- (A) The Lessee agrees to indemnify and hold harmless the Lessor (and its directors, officers, and employees), from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees and disbursements, and costs of investigation and cleanup, including, without limitation, claims, suits and proceedings by federal, state, county and local governmental authorities with respect to, or as a direct or indirect result of (i) the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from the property of any Hazardous Material, if such occurs during the term of the Lease, (ii) any other environmental pollution, including, without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the Lease, (iii) noncompliance relating to the Lessee's farming operations or business, or the property with any "Environmental Law or any other federal, state, or local statute, law, ordinance, rule, regulation, order or decree, or (iv) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section, unless any such loss, liability, damage, or injury or the like is directly caused by negligent act of the Lessor.
  
- (B) Neither the Lessor, nor to the best knowledge of the Lessor, nor the Lessee, nor to the best knowledge of the Lessee, any other person or entity, has received any notice of (i) the happening of any event involving the misuse, spill, discharge or cleanup of any Hazardous Material affecting the Lessor or the Leased Premises, or (ii) any complaint, order, citation, notice, claim of contribution or claim for payment with regard to any Hazardous Material, the violation or alleged violation of any Environmental Law or for injury to the environment or human health from any person, including without limitation, the United States Environmental Protection Agency, and if any party receives any such notice, then such party will give, within five (5) business days, oral and written notice of same to the other party;
  
- (C) The Lessor shall have the right, but not the obligation, to enter onto the property or to take such other actions as it reasonably deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any of the events described in paragraph (A) which, if true, could result in an order, suit or other action against the Lessor affecting any part of the Leased Premises by any governmental agency or otherwise which, in the sole opinion of the

Lessor, could jeopardize the Lessor's interest in the Leased Premises. All costs and expenses incurred by the Lessor in the exercise of any such right shall be payable by the Lessee upon demand; and

- (D) In the event Lessor has reasonable suspicion that any of the events described in Section (A) have occurred, the Lessee shall, promptly upon the written request of the Lessor, provide the Lessor, at the Lessee's expense, with an environmental site assessment, environmental audit report or other report, satisfactory to the Lessor, prepared by an environmental engineering firm acceptable to the Lessor, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Material, the potential costs in connection with the abatement, cleanup, removal or monitoring of any Hazardous Material found on, under, at or within the property and/or the compliance by the Lessee with the covenants contained in this Section.
13. Lessee shall conduct the farming operations at Lessee's own risk, and Lessor makes no guarantees, representations, or warranties with respect to the suitability of the Leased Premises for conducting farming operations.
  14. Lessee agrees to not conduct any activities that would create or constitute a public or private nuisance upon the Leased Premises. Lessee agrees to promptly respond to any complaints that may be received by Lessee, or by the Lessor, with respect to any activities conducted by or on behalf of Lessee on the Leased Premises from anyone owning property adjacent to the Leased Premises. Lessee shall be required to notify Lessor of any such complaints received, and Lessee's response to any such complaints.
  15. If there be any default made in the stipulations, agreements, and covenants contained herein, and if the Lessee fails to comply with all the provisions of this Lease, then it shall be lawful for the Lessor to reenter the Leased Premises, to repossess and take possession of the same.
  16. It is further understood and agreed that the stipulations, agreements, and covenants contained herein are binding upon the parties hereto and their respective successors and assigns.

**IN TESTIMONY WHEREOF**, each of said parties has caused these presents to be duly executed and approved in duplicates, each to have the force and effect of an original as of the date first written hereinabove.

**CARLAND FARMS, INC., LESSEE**

**BY:** \_\_\_\_\_  
**President**

**ATTEST:**  
\_\_\_\_\_  
**Secretary**

**[CORPORATE SEAL]**

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

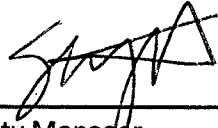
I, \_\_\_\_\_, Notary Public for said County and State, certify that Carolyn G. Carland, personally came before me this day and acknowledged that she is Secretary for Carland Farms, Inc., and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ .  
(Official Seal)

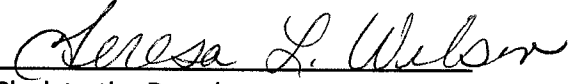
My commission expires: \_\_\_\_\_  
**Notary Public**

HENDERSON COUNTY, LESSOR

BY:

  
\_\_\_\_\_  
County Manager

ATTEST:

  
\_\_\_\_\_  
Clerk to the Board

[OFFICIAL SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I \_\_\_\_\_, Notary Public for said County and State, certify that Teresa L. Wilson personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Henderson County, a body corporate and politic and that by authority duly given and as the act of Henderson County, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

(Official Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

LEASE

COUNTY OF HENDERSON

THIS LEASE, made this the 18<sup>th</sup> day of January, 2011, by and between Henderson County, a body politic and corporate, having its principal office and place of business in Henderson County, 1 Historic Courthouse Square, Suite 5, Hendersonville, North Carolina 28792, hereinafter called the "Owner," and Blue Ridge Amateur Radio Club, (BRARC), a North Carolina nonprofit agency having its principal office and place of business in Henderson County, 802 Stoney Mountain Road, Hendersonville, North Carolina 28739, hereinafter called the "Tenant";

WITNESSETH:

The Owner hereby demises and lets, and the Tenant hereby rents and hires, from the Owner the following described premises and office space being situated in the Stoney Mountain Activity Center, located at 802 Stoney Mountain Road, Hendersonville, NC 28739:

Being and consisting of the exclusive use of Room # 5, hereinafter "Office Space" or (Radio Room), the exclusive use of Room # 9, hereinafter "Storage Room", the nonexclusive use of Room # 10, hereinafter "Meeting Room", and the nonexclusive use of the kitchen, all being a part of the Stoney Mountain Activity Center, located at the address stated above, the Storage Room and Office Space being located in the East Wing.

To have and to hold the same and the privileges and appurtenances thereunto in anywise appertaining to the said Tenant, and to be used by it, the said Tenant, for the purpose of carrying on and conducting a central office location and meeting space for Tenant, and if space is available at the times needed, meeting space in the Meeting Room for groups of BRARC members and other Amateur Radio Operators who are planning, training or participating in Emergency or Disaster situations or drills in the capacity of, but not limited to; Amateur Radio Emergency Services, (ARES); Radio Amateur Communication Emergency Services (RACES) and Sky Warn, and/or for such other purposes as are usual and customary in the conduct of such a Radio Club and for no other purpose or purposes.

It is stipulated and agreed that Owner demises and lets the Office Space, Storage Room, Meeting Room and Kitchen in accordance with the terms of this Lease to the Tenant for and in consideration of the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration consisting of the provision of public communication services to the Henderson County Office of Emergency Management, and alternative and supplementary sources of Emergency Communications, during states of emergencies, during damage assessment and during power and communication failures, hereinafter Emergency Public Services.

It is further stipulated and agreed:

1. That the Tenant will provide the Emergency Public Services as stated in the above manner. In the event of failure on the part of the Tenant to provide the Emergency Public Services in accordance with the terms of this Lease, the Owner may forthwith take possession of the



property hereby leased.

2. That this Lease shall remain in full force and effect for a term of one (1) year, beginning February 5, 2011, and continuing until February 4, 2012.

3. That this Lease may be terminated by either the Owner or the Tenant by providing thirty (30) days advance written notice to the other party.

4. That the Tenant shall take good care of the premises hereby leased or demised and the appurtenances thereof, and at the end or other expiration of the term of this Lease shall deliver up said premises in good order or condition, ordinary wear and tear excepted.

5. That the Tenant shall not make any alterations, additions or improvements in the premises hereby leased and demised without first obtaining from the Owner its written consent, and that all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of his lease shall inure to the benefit of and be the property of the Owner upon the termination and end of this Lease, and such alterations, additions, and improvements shall be surrendered with the premises when the same are surrendered by the Tenant to the Owner.

6. That the Tenant, at its own cost and expense, shall comply with all laws, rules, regulations, and requirements of State, Federal, and local governmental agencies applicable to the leased or demised premises for the prevention or abatement of nuisances or other grievances arising out of the manner of the occupancy of said premises during said term, and that the said Tenant shall moreover comply with all rules and regulations of the Owner with respect to the management and use of the Stoney Mountain Activity Center Building.

7. That the Tenant agrees that the Owner and its agent or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

8. That the Tenant shall not assign this Lease nor relet the premises or any part thereof without the Owner's consent in writing, or occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or for any purpose or purposes other than the purpose or purposes designated above. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this Lease.

9. That if the premises hereby leased or demised shall become vacant during the term hereinbefore provided at any time, the Owner or its legally authorized representative may reenter the premises either by force or otherwise without being liable for prosecution therefore and relet the said premises as the agent or representative of the said Tenant.

10. That in case of any damage or injury to the demised premises or the Stoney Mountain Activity Center, said damage or injury being caused by the carelessness, negligence, or improper conduct on the part of the said Tenant, its agents, invitees, licensees, members, or employees, then the said Tenant shall cause the said damage or injury to be repaired at its own cost and expense.

11. If, during the term of this Lease, the demised premises shall be or become damaged by fire or by the elements, such damage shall be repaired by the Owner, unless the damage to said premises hereby leased or demised be so great that the same cannot be repaired with reasonable diligence so as to be fit for occupancy within thirty (30) days from the date of the damage, when, in such event, the said premises are so repaired as to be fit and ready for occupancy by the Tenant, and in such event the tenancy of the premises hereby leased or demised shall not be terminated but shall remain in force and effect under and by virtue of the terms and conditions of this Lease, unless the damage done to the premises hereby leased shall be so great as to make it impossible to repair the premises within a period of thirty (30) days, in which case the Tenant shall have the option of vacating the premises hereby leased or demised and of bringing to an end and termination this Lease, provided however, that the said Tenant shall not have such option and shall not be allowed to be relieved from the obligations of this Lease if the damage done to the premises shall in anywise be caused by the contributory negligence or act of the Tenant or its agents or employees.

12. That the Owner shall supply the leased or demised premises with heat adequate reasonably and properly to heat the same during the period of the year when it is necessary to heat the leased or demised premises.

13. That the Owner shall supply water for the use of the occupants of the leased premises and for the use of the Tenant during the term of this Lease in sufficient and reasonable amounts.

14. That the Owner does agree to furnish any electricity for lighting or other purposes to the Tenant as required by it in connection with the use of the leased or demised premises.

~~15. That the Owner does agree to furnish maintenance and routine repairs for purposes of the Tenant as required by it in connection with the use of the leased or demised premises. Tenant will be responsible for damages done to the premises in anywise caused by the negligence or act of the Tenant or its agents, invitees, licensees, members or employees.~~

16. Tenant will be issued keys to get into the Stoney Mountain Activity Center and to open the Office Space and Storage Room and Meeting Room. If at anytime Tenant is in the building after normal business hours, or if at anytime Tenant is the last one to leave the building, Tenant shall be responsible for locking all exterior doors of the Stoney Mountain Activity Center. Tenant shall not duplicate any keys. Tenant shall return all keys when the Lease has ended. In the event Tenant loses any key issued to Tenant, Tenant shall reimburse the County the actual costs incurred by the County in changing the locks to the exterior doors. Tenant shall assume full responsibility for keys issued to Tenant under this Lease.

17. Tenant shall have the right to place five (5) radio antennas on the grounds of Stoney Mountain Activity Center, one of which may be a tower. If a tower is erected it will be mounted in a cement slab, (the location of which to be approved by the Henderson County Recreation Director). Wiring will be run to the building in the most unobtrusive manner. Wiring within the building to the Office Space and the Storage Room will be concealed. Installation means and methods will be subject to Owner=s approval.

18. Tenant shall have the right to use the bathroom facilities located in the East Wing of the Stoney Mountain Activity Center.

19. At all times that Tenant, its agents, members, invitees, licensees, or employees are present within the Stoney Mountain Activity Center, they shall restrict their activities to the East Wing of the Stoney Mountain Activity Center, Meeting Room and the Kitchen and shall not access other parts of the building.

20. Tenant shall be responsible for coordinating and reserving the use of the Meeting Room with the Henderson County Recreation Department on behalf of Tenant, its agents, members, invitees, licensees, or employees prior to using the Meeting Room. Tenant shall be allowed to conduct all-night training sessions four (4) times a year using the Meeting Room, provided prior approval has been secured from the Henderson County Parks and Recreation Department in accordance with this Paragraph. Notwithstanding the above, Tenant shall be allowed to use the Office Space and Storage Room at Tenant's convenience during or after normal business hours.

21. Any and all electrical equipment, radio equipment, and electrical appliances shall be turned off when Tenant is not in the Stoney Mountain Activity Center. Further all electrical equipment, radio equipment and electrical appliances shall be properly ground in accordance with the National Electric Code.

22. Tenant shall be responsible for assisting the Henderson County Recreation Department in keeping the Meeting Room and the Kitchen clean and organized, and for keeping the portions of the Stoney Mountain Activity Center used or accessed by the Tenant, its agents, employees, members, invitees, or licensees, clean and neat.

23. Owner, its agents, and employees shall have no responsibility for, nor any liability associated with, at law or in equity, any equipment or antennas owned or operated, or placed on or about the premises of the Stoney Mountain Activity Center by Tenant, Tenant's members, agents, employees, invitees, or licensees, nor for any damage to any of said equipment or antennas. To this end, Tenant shall be required to carry renter's insurance for liability, property damage, and bodily injury in an amount not less than \$500,000.00 aggregate per occurrence. Owner shall be named as an additional insured on said policy(ies).

24. That the Owner hereby agrees that the Tenant, upon providing Emergency Public Services as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold, and enjoy said premises during said term, free from the adverse claims of any person, firm, or corporation, except that noise from normal

operations of the Landfill, shall not be a breach of this Lease by the Owner, and that the Owner will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall, under the law, be primarily liable.

25. That if there be any default made in the stipulations, agreements, and covenants herein contained, and if the Tenant fails to comply with all the provisions of this Lease, then it shall be lawful for the Owner to give a thirty (30) days notice to reenter the premises hereby leased or demised, to repossess and take possession of the same, and to use, enjoy, or relet the same as if this Lease had not been entered into.

And it is further understood and agreed that the stipulations, agreements, and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, each of said parties has caused these presents to be duly executed, the day and year first above written; this Lease being executed in duplicate originals, one of which is retained by each of the parties.

HENDERSON COUNTY, OWNER

BY:   
Steve Wyatt, County Manager

ATTEST:

  
Teresa L. Wilson  
Clerk to the Board

[OFFICIAL SEAL]

BLUE RIDGE AMATEUR RADIO CLUB, TENANT

BY \_\_\_\_\_  
BRARC President, Danny Rector

ATTEST:

[OFFICIAL SEAL]

\_\_\_\_\_  
BRARC Secretary, Sid Hendricks

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, Kathryn L. Finotti, Notary Public for said County and State, certify that Teresa L. Wilson personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Henderson County, a body corporate and politic and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the 18<sup>th</sup> day of January, 2010.

(Official Seal)

Kathryn L. Finotti  
Notary Public

My commission expires: 3-23-13

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, \_\_\_\_\_ Notary Public for said County and State, certify that Sid Hendricks personally came before me this day and acknowledged that he is the Secretary of Blue Ridge Amateur Radio Club, a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2010.

(Official Seal)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_