

**DRAFT**

3.7.12

cc: B.O.C.  
Steve  
David  
Christy  
Russ

MINUTES

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

BOARD OF COMMISSIONERS  
MONDAY, MARCH 5, 2012

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.m. in the King Street Meeting Room due to emergent circumstances, Hendersonville.

Those present were: Chairman Tommy Thompson, Vice-Chairman Bill O'Connor, Commissioner Michael Edney, Commissioner Larry Young, Commissioner Charlie Messer, County Manager Steve Wyatt, Interim Assistant County Manager David Whitson, County Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Public Information Officer Christy DeStefano, Finance Director J. Carey McLelland, Planning Director Anthony Starr, Associate County Attorney Sarah Zambon, Engineer Marcus Jones, Research/Budget Analyst Amy Brantley, Senior Planner Autumn Radcliff, Assessor/Tax Collector Stan Duncan, Health Department Director Tom Bridges, Planner Parker Sloan, Fire Marshal Rocky Hyder, Captain Steve Carter, Environmental Programs Coordinator Megan Piner, and officer David Pearce as security.

CALL TO ORDER/WELCOME

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Kimberly Bartolon of the Run-Abouts 4-H Club.

PUBLIC HEARINGS

**Public Hearing for Rezoning Application #R-2011-04**

Parker Sloan stated rezoning Application #R-2011-04, submitted on December 5, 2011, requests the County rezone a 38.6 acre tract. The applicant requests a rezoning from a Residential One (R1) zoning district to an Industrial (I) zoning district. The subject area is owned by Sirocco Properties LLC. (PIN: 9652-55-3637)

The subject area is located along US Highway 25 North (Hendersonville Road), approximately 1,000 feet from the intersection of Old Brickyard Road (SR 1537) and US Highway 25 North (Hendersonville Road).

The Henderson County Planning Board considered rezoning application #R-2011-04 at its regularly scheduled meeting on January 19, 2012. During that meeting, the Planning Board voted unanimously to send forward a favorable recommendation on rezoning application #R-2011-04 to rezone the Subject Area to Industrial (I).

Before taking action on the application, the Board of Commissioners must hold a public hearing. In accordance with §200A-314(C) and §200A-337(B) of the Henderson County Land Development Code and State Law, notices of the March 5, 2012, public hearing regarding rezoning application #R-2011-04 were published in the Hendersonville Tribune on February 9, 2012 and February 16, 2012. The Planning Department sent notices of the hearing via first class mail to the owners of properties adjacent to the Subject Area and the subject area property owner on February 13, 2012 and posted signs advertising the hearing on the Subject Area on February 16, 2012.

**Public Input**

There was none.

APPROVED DATE:

*Commissioner Messer made the motion that the Board approves rezoning application #R-2011-04 to rezone the Subject Area to an Industrial (I) zoning district, based on the recommendations of the Henderson County 2020 Comprehensive Plan. All voted in favor and the motion carried.*

### **Public Hearing on Scattered Site Housing Rehabilitation CDBG Application**

The 2011 Scattered Site Housing Rehabilitation (SSH) Community Development Block Grant (CDBG) application cycle is beginning and Henderson County is eligible to apply for the \$400,000 grant. Counties are awarded this grant automatically every 3 years. However, a process of hearings for the application is required. The Board has held the initial hearing and second public hearing is required. The purpose of the second hearing is to receive public comment regarding the proposed application. The Selection Committee, appointed by the Board, will determine which homes to include for rehabilitation.

The Scattered Site Housing Rehabilitation program is designed to assist low-income homeowners by making repairs to their homes. The program primarily funds full home rehabs but 10 percent of the funds can also provide emergency repairs. The kind of assistance that will be provided includes:

- Full Rehabs – Interior and Exterior Repairs including siding, repaired foundations, new vents, upgraded insulation, repairing plumbing systems, electrical upgrades, new windows, new doors, new central heating and air units, floor repairs, repair damaged flooring, adding new exhaust fans, new cabinets, new roofs, and new ceiling vents.
- Emergency Repairs – Interior and Exterior Repairs including, repairing plumbing systems, replacing bath amenities, electrical upgrades, safety upgrades, repairing floors, repairing or installing new roofs.

Assistance to property owners will be in the form of no interest, no payment, deferred loans which are forgiven over 8 years. Each property owner must sign a deed of trust with the County for the period of the loan. No local match (County funds) is required for this grant. It is expected that the grant will provide for the rehabilitation of 4-8 homes where the family qualifies under CDBG regulations.

### **Public Input**

There was none.

*Commissioner Messer made the motion that the Board authorizes staff to apply for the grant on behalf of the County and authorize the Planning Director to execute and submit all necessary documents on behalf of the County. The motion passed 4-1 with Commissioner O'Connor voting nay.*

### **Public Hearing regarding Land Development Code Text Amendment (TX-2012-01) Solar Energy Generation Facilities and Solar Panels**

Anthony Starr stated on January 2th, 2012, the Planning Department received an application to amend the Land Development Code to allow solar energy generation facilities. Staff worked with the applicant and a local representative from the solar energy industry to develop the draft regulations. Currently, solar energy generation facilities (a.k.a. solar farms) are not permitted in Henderson County's jurisdiction.

The proposed text amendment allows these facilities in all standard zoning districts as either a permitted or special use. If the facility is larger than 30 acres, they are not permitted in the R1 or R2 zoning districts. The draft text provides a series of standards to address potential concerns when building such a facility. Those standards are intended to protect adjoining properties and provide minimum safety measures.



Staff asked the applicant and a solar industry representative to review the text and they are in agreement with the proposed amendment. Staff also reviewed numerous ordinances and research on this subject. Glare is an often cited concern. However, it appears that it is a concern without merit. The panels are designed to absorb light and not reflect it. Any reflection represents lost energy. Example photos were provided illustrating how solar panels appear.

**Solar Energy Generation Facilities**

- Received an application on January 26, 2012
- Applicant: Tom & Marcia Pace
- Application: Proposed to allow Solar Energy Generation Facilities (a.k.a. Solar Farms)
- Amends the LDC Table of Permitted and Special Uses and the Supplemental Requirements
- Staff also proposes minor changes to solar panels as an accessory use
- Required public hearing notice published in the Hendersonville Tribune

**Background**

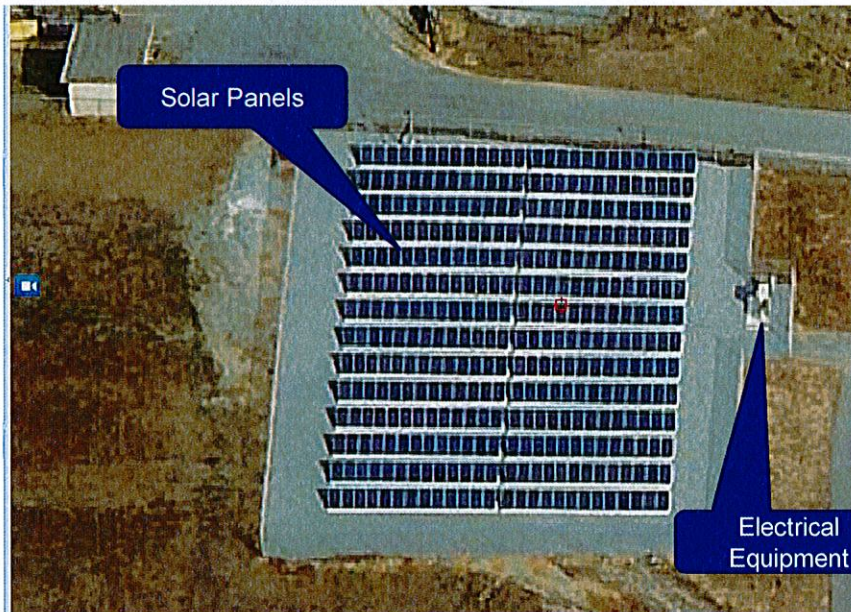
- NC passed law (Senate Bill 3) in 2007 mandating utility companies generate at least 12.5% of power from renewable energy sources by the year 2021
- Significant tax benefits from federal & state government for solar power generation
- Large solar generation facilities seem less likely for Henderson County
- Smaller solar energy generation facilities (less than 30 acres) seem likely
- Requires 3-phase power lines
- Facilities generating more than 2 megawatts annually require:
  - Approval by the NC Utilities Commission
  - Public Hearing by the State
  - Certificate of Need issued by the State
- Facilities generating less than 2 megawatts annually are easier to gain required permits from the State
- A 2 megawatt facility encompasses about 15 acres
- A 2 megawatt facility would supply enough power for about 200 homes (1,500 SF) for a year
- Development costs are estimated at about \$4 per watt or \$4M for a 1 megawatt facility
- Solar Energy Generation Facilities are taxed as personal business property and not as real property
- Area examples include:
  - Kimberly Clark Corporation (Old Berkley Mill Site) on Berkley Rd. This site is within the City of Hendersonville's jurisdiction
  - Biltmore Estate (visible from I-240 westbound)

## Kimberly Clark Aerial Map



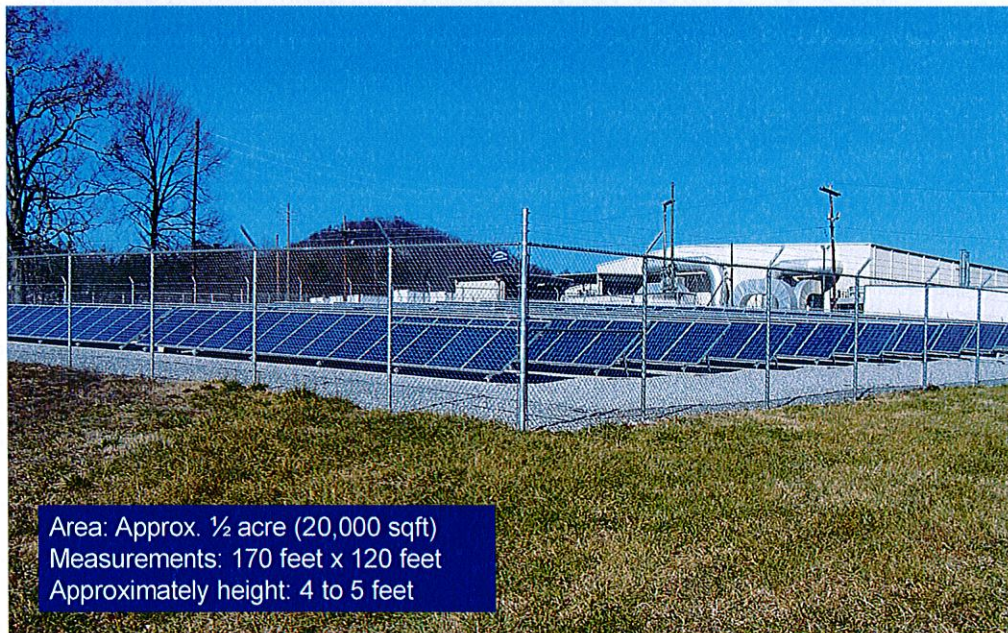


## Kimberly Clark Pictometry Image



*Henderson County Planning Department*

## Kimberly Clark Example Photos



*Henderson County Planning Department*

### Proposes Text – Key Points

#### ***Solar Energy Generation Facility***

- ≤ 30 acres allowed in R1 & R2 as special use; allowed in all other standard zoning districts by right
- > 30 acres is not allowed in R1 & R2; allowed as special use in all other standard zoning districts
- Requires a major site plan
- Dust reduction required (common requirement to uses but rarely applies)
- 20 foot required perimeter setback (fence can encroach)
- Ground mounted systems limited to 25 feet in height
- Roof mounted systems must adhere to height limits for applicable zoning district
- Screening required where adjacent to residential uses
- Buffering not required
- Not allowed on sites visible from Scenic Byways designated by NCDOT or County
- Security – fencing required (6 foot height)
- New power lines must be underground when practical
- Wind and Snow loads must be certified by an engineer on plans and after construction is complete
  - Wind survival speed of 90 mph per building code
  - Snow load of 15 lbs. per square foot per building code
- Principal structure/building permitted but not required on sites
- Not allowed in the Special Flood Hazard Area (a.k.a. 100-year floodplain)
- Lighting mitigation required

#### ***Solar Panel standards modified***

- Staff suggested and added to application
- Currently allowed as accessory use for residential and non-residential buildings
- Currently no limit on size of residential solar panels (non-residential can't exceed 150% of power needed for use on site)
- Proposed change also limits residential uses to panels that do not generate more than 150% of power used on site
- Makes requirements clearer

#### **Recommendations**

- Planning Staff drafted the proposed text at the request of the applicant and recommends approval
- The applicant reviewed the draft text and supports its approval
- The Technical Review Committee reviewed the proposed text amendment on Tuesday, February 14<sup>th</sup> 2012 and unanimously recommended approval
- The Planning Board reviewed the proposed text amendment on Thursday, February 16<sup>th</sup>, 2012 and unanimously recommended approval

Planning Staff recommends approval of the proposed text amendment. On February 14, 2012 the Technical Review Committee unanimously recommended approval of the amendment as presented. On February 16, 2012, the Planning Board reviewed the proposed amendment and unanimously recommended approval. The proposed amendment appears to be consistent with the County's Comprehensive Plan.

*Commissioner Messer made the motion that the Board go into public hearing regarding Land Development Code Text Amendment (tx-2012-01) Solar Energy Generation Facilities and Solar Panels. All voted in favor and the motion carried.*

#### **Public Input**

1. John Green – Mr. Green was in favor of Solar Energy Generation Facilities and Solar Panels. He feels it would be good for the community, increase the tax base, provide more income for farmers with lease of property, and if not done, power prices will go through the roof. The EPA has many mandates and they are increasing. "This is a win/win situation."

2. Richard Green – Mr. Green and his brother John Green work with innovative solar systems. PV Solar is best for North Carolina for renewable energy. It cannot stand alone and require tax subsidies.
3. Janice Parker – Ms. Parker spoke in opposition of County participation. She feels Europe has proven solar panels as a catastrophe. This should be stopped at the local level.
4. Ray Rhoads – Mr. Rhoads is opposed to the LDC Solar Energy Amendment allowing solar farms in residential communities. He feels power lines should be underground. Mr. Rhoads feels there is no consideration for the concerns of homeowners.
5. Larry Rogers – Mr. Rogers is concerned with maintenance and who would be responsible for clean-up after a storm. “Thirty (30) acres is a lot of land.”

*Commissioner Young made the motion that the Board go out of public hearing. All voted in favor and the motion carried.*

*Commissioner O'Connor made the motion that the Board directs staff to prepare additional information in regard to Solar Energy Generation Facilities and Solar Panels and bring it back to the Board during the regularly scheduled meeting of April 18, 2012 for an afternoon workshop as part of the agenda. All voted in favor and the motion carried.*

### **Public Hearing to consider Economic Development Incentives for Project “Egret”**

A public hearing has been scheduled on March 5, 2012 for consideration of a grant of economic development incentives for “Project Egret”. This hearing was advertised in The Hendersonville Tribune on February 23, 2012.

Andrew Tate, CEO and President of the Henderson County Partnership for Economic Development stated “Project Egret” involves a manufacturing concern currently operating both inside and outside the United States (including Henderson County) contemplating expansion at its site in Henderson County. This is an international manufacturing automotive industry Headquartered in Japan. The company is Blue Ridge Metals Corporation and they are looking at a 15,000 square foot expansion.

Under the project as considered at this meeting, the public benefit to be derived from the capital project is a total taxable capital investment by Project Egret Company of at least \$900,000.00 in real property improvements (not including any land acquisition costs), plus the acquisition and use in Henderson County of \$15,000,000.00 of business personal property (equipment). The project would result in the creation of twelve (12) new full-time jobs, paying an average wage of Fifteen Dollars (\$15.00) per hour, plus other benefits, and three (3) part-time jobs. The contemplated incentives would last for a maximum period of five years. The first year’s contemplated incentive, if granted, would be no more than \$57,163.70, based on the new investment, the number of new employees, and the Board’s incentives guidelines. The maximum amount of incentives to be considered in this grant over the five years would be \$228,038.40.

At the conclusion of the public hearing, the Board may choose to take action, to delay action to a subsequent meeting, or to take no action.

Blue Ridge Metals Corporation’s Sales Factory Manager Steve Sheppard stated this is an aggressive expansion in Fletcher. They began business in 1988 and this expansion will allow them to add four (4) new cold-forming machines.

### **Public Input**

There was none.

*Commissioner Messer made the motion that the Board grants economic development incentives to the*

*Project Egret Company, in an amount, as set by this Board's guidelines, to be paid over five years, with the first year not to exceed \$57,163.70, and the five year total not to exceed \$228,038.40. All voted in favor and the motion carried.*

#### **DISCUSSION/ADJUSTMENT OF AGENDA**

*Commissioner Thompson made the motion to adopt the Agenda with the addition of scheduling a public hearing. All voted in favor and the motion carried.*

#### **CONSENT AGENDA**

*Commissioner Young 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):  
February 15, 2012 – Regularly Scheduled Meeting

##### **Tax Collector's Report**

Deputy Tax Collector Carol McCraw had presented the Tax Collector's Report to the Commissioners dated February 27, 2012 for information only. No action was required.

##### **Financial Report/Cash Balance Report – January 2012**

The January 2012 County Financial Report/Cash Balance Report was provided for the Board's review and approval.

The following are explanations for departments/programs with higher budget to actual percentages for the month of January:

- Dues/Non-profit Contributions – 3<sup>rd</sup> quarter non-profit contribution payment to outside agencies
- Information Technology – significant purchase of budgeted replacement hardware and software in January
- Criminal Justice Partnership Program – 100 percent grant funded program
- Rescue Squad – 3<sup>rd</sup> quarter non-profit contribution payment
- Economic Development – pass through incentive payment of \$240,000 from the state to UPM/Raflatac

The YTD deficit in the Capital Reserve Fund is the balance remaining from the original \$750,000 approved and allocated by the Board for Recreation Park Projects from fund balance in this Fund.

The YTD deficit in the Emergency Telephone System (911) Fund is due to the payment of annual debt service (\$106,235.53) on financing for the 911 system upgrade. This deficit will correct itself by the end of the fiscal year.

The YTD deficit in the Public Transit Fund is due to the timing difference between operating expenditures and the subsequent reimbursement of federal transit funds from the City of Asheville. There is also fund balance of \$104,040 appropriated to cover operating expenditures for FY2012.

The YTD deficit in the Immigration and Customs Enforcement (ICE) Fund is due to project expenditures for the new ICE vehicle storage building, new vehicles and the purchase of equipment. Most of these expenditures have been covered through the appropriation of fund balance available in the ICE Fund. Also, due to a timing delay in receiving payments - federal ICE revenues for January will not be received



and posted until March 2012.

The YTD deficit in the CDBG – Warm Company Project Fund, the CDBG – Talley Drive Project Fund and the Mud Creek Grant Project Fund is due to the timing difference between the expenditure of grant funds and subsequent reimbursement from the state.

The YTD deficit in the Solid Waste Landfill Fund is due to expenditures made for the Solid Waste Capital Improvements Project. Fund balance of \$1,950,000 was appropriated to pay for project expenditures in FY2012.

Motion:

*I move that the Board of Commissioners approves the January 2012 County Financial Report and Cash Balance Report as presented.*

**Henderson County Public Schools Financial Reports – January 2012**

The Henderson County Public Schools January 2012 Financial Reports were provided for the Board’s information.

Motion:

*I move that the Board of Commissioners approves the Henderson County Public Schools January 2012 Financial Reports as presented.*

**2012 Spring Litter Sweep Resolution**

The spring 2012 LITTER SWEEP roadside cleanup, organized by the NC Department of Transportation, will be taking place April 14 through April 28, 2012. Henderson County encourages citizens in Henderson County to take an active role in making our community cleaner through participating in local litter sweep activities.

Motion:

*I move that the Board adopt the attached Resolution designating April 14 – April 28, 2012 as LITTER SWEEP time in Henderson County.*

**Surplus Equipment**

A resolution was provided for the Board’s consideration declaring the list below (Exhibit B) of equipment no longer used by the County as surplus property. The resolution also authorizes staff to advertise the surplus equipment for sale by electronic public auction at [www.govdeals.com](http://www.govdeals.com) after the required advertisement of the sale.

Motion:

*I move that the Board approve the attached resolution declaring the attached list of vehicles as surplus and authorize staff to sell the surplus equipment by electronic public auction utilizing GovDeals auction services after the required advertisement.*

**Exhibit B - Surplus Vehicles**

Year	Description	Model	Serial #	HC ASSET #
1997	Hydromatic Pump	S4HX300JC	S39802	6621
1997	Hydromatic Pump	S4HX300JC	S32284	6622
1997	Hydromatic Pump	S4HX300JC	4-4104	6623
1999	Hydromatic Pump	S4HX300JC	4-4103	7231



**Valley Hill Fire & Rescue Tax Exempt Loan Agreement**

At the January 17, 2012 Fire and Rescue Advisory Committee meeting, Valley Hill Fire and Rescue presented a proposal to purchase a new Engine. The total principal financed will be \$250,000 at a fixed interest rate of 4.1% with annual payments of \$56,314.63 for 5 years. Valley Hill Fire & Rescue held a public hearing to discuss the loan agreement on February 3, 2012 at 7:00 p.m. No tax rate increase will be necessary for this purchase.

The Fire & Rescue Advisory Committee unanimously approved the proposal.

Valley Hill Fire & Rescue respectfully request the Chairman sign the letter provided to United Financial of North Carolina.

Motion:

*I move the Board authorizes the Chairman to sign the letter to United Financial of North Carolina on behalf of Valley Hill Fire & Rescue.*

**Petition for addition to State Road system**

Staff received a petition to add High Street (Doctor Conley Subdivision) to the state road system. It has been the practice of this Board to accept road petitions and forward them to NC Department of Transportation for their review. It has also been the practice of the Board not to ask NCDOT to change the priority for roads on the paving priority list.

Staff reviewed the petition and it appears that all affected property owners or developers have signed the required petition.

Motion:

*I move that the Board approves the petition and direct staff to forward it to NCDOT.*

**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 Broad River. The parcel is completely surrounded by Mr. Carland's property and the French Broad River. 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 included with the agenda.*

**Request for Partnership with Charles George Veterans Affairs Medical Center**

The Henderson County Board of Health has reviewed and recommends that the Henderson County Department of Public Health partner with the Charles George VAMC in Asheville NC to provide clinic space on a part-time basis each month in order to assist the VA in enrolling military veterans into the VA health system. The Charles George AVAMC agrees to provide staffing, supplies and equipment for the medical evaluation and agrees to abide by the policies and guidelines of the Henderson County Department of Public Health and the County of Henderson's facilities use. It is

anticipated that 10 – 15 military veterans will be served each month at this Hendersonville site to make enrollment more convenient for veterans. Veterans who qualify will be assigned a health provider in the VA system, so the Henderson County Department of Health's facility will be needed only for screening applicants. The AVAMC will not be charged for use of the Health Department facility.

*Motion:*

*I move that the MOU (Memorandum of Understanding) between the Henderson County Department of Public Health and the Charles George Veterans Affairs Medical Center be approved.*

**Consolidated Contract Agreement with the NC Department of Health and Human Services**

Each year, as part of the normal budgetary process, in order to keep the funding cycles without disruption of federal and state funds, the Consolidated Agreement with the NC Department of Health and Human Services is signed ahead of the final county budget. It is understood by the State Division of Public Health and the Henderson County Department of Public Health that the Local budgets are still being negotiated and will be finalized at a later date. It is also understood that program service levels and funding support can be renegotiated as necessary. This agreement contains items that include:

- Business Associate Agreement re: HIPAA compliance
- Assurance of Compliance with Title VI, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act
- Four Certification Forms re: Lobbying, Drug-Free Work Place and Environmental Tobacco Smoke, and Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion – Lower Tier Covered Transactions
- Agreement Addenda
- Maintenance of Effort (MOE) Report for WCH Programs
- Public Health Nurse Training Funds Reimbursement Request

*Motion:*

*I move that the Consolidated Contract Agreement for Fiscal Year 2013 between the NC Department of Health and Human Services and the Henderson County Department of Public Health be approved with the understanding that program service levels and funding support can be renegotiated when necessary.*

**Emergency Communications System Grant Funding**

Henderson County has received a grant from FEMA to replace our aging emergency communications system. The total project cost is estimated at \$946,789.00, FEMA will cover 80 percent of the cost (\$757,424.00) and Henderson County will be responsible for the remaining 20 percent (\$189,356.00). The current emergency communications system has a recommended life cycle replacement in 2014; the grant funds will provide a new digital system designed to meet our communication needs for the foreseeable future.

*Motion:*

*I move the Board approves participation in the Assistance to Firefighters Grant program for grant number EMW-2011-FR-00284.*

**Expansion of CNG Station Grant**

The Triangle J Council of Governments who administers the Carolina's Blue Skies and Green Jobs Initiative, has awarded Henderson County an ARRA grant for \$189,429 to cover the cost of the up fit of two vehicles to Compressed Natural Gas and the addition of three storage spheres at the Compressed Natural Gas Station. With approval of this contract, it is recommended that the purchase of two

replacement maintenance trucks be allocated from the Cane Creek Sewer fund.

These vehicles were scheduled for replacement in the FY 2013 budget, and will be the vehicles up fitted with this grant. A budget amendment was included with the agenda packet which allows these vehicles to be purchased within the grant timeline. The storage spheres will provide future capacity to the station and ensure quick refueling by avoiding fueling operations straight from the compressor. The cost to up fit the vehicles is about \$15,000 for each vehicle, with the remainder of the grant applied to the three storage spheres.

Sections of the contract were provided with the agenda outlining the budget and amount awarded to Henderson County.

Motion:

*I move to authorize the County Engineer to sign the attached contract between Henderson County and Triangle J Council of Governments and approve the budget amendment for the two Cane Creek maintenance vehicles.*

#### **Notification of Vacancies**

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

1. EMS Peer Review Committee – 1 vac.
2. Environmental Advisory Committee – 1 vac.
3. Juvenile Crime Prevention Council – 1 vac.
4. Western Highlands Local Management Entity –1 vac.

#### **VACANCY IN THE OFFICE OF SHERIFF**

On the disability retirement of Richard W. Davis, the position of Sheriff of Henderson County became vacant. A vacancy in the office of Sheriff of Henderson County is filled pursuant to N.C. Gen. Stat. §162-5.1, which reads in part as follows:

If any vacancy occurs in the office of sheriff,...[and] the sheriff were [sic] elected as a nominee of a political party, the board of commissioners shall consult the county executive committee of that political party before filling the vacancy, and shall elect the person recommended by the county executive committee of that party, if the party makes a recommendation within 30 days of the occurrence of the vacancy....

In those counties where the office of coroner has been abolished, the chief deputy sheriff, or if there is no chief deputy, then the senior deputy in years of service, shall perform all the duties of the sheriff until the county commissioners appoint some person to fill the unexpired term. In all counties the regular deputy sheriffs shall, during the interim of the vacancy, continue to perform their duties with full authority.

This section shall apply only in the following counties: ...Henderson....

A copy of the letter received from Mike Scruggs, Chairman of the Henderson County Republican Party, informing the Board of the recommendation of the Executive Committee of the Henderson County Republican Party is hereby attached as a part of these minutes.

*Commissioner Edney made the motion that the Board elects Charlie MacDonald as Sheriff of Henderson County, to fill the remainder of the current unexpired term. All voted in favor and the motion carried.*

Sheriff Elect Charlie MacDonald thanked everyone for giving him the opportunity to serve as Sheriff of Henderson County.



**IMPORTANT DATES**

**Set public hearing “Project PMA”**

*Commissioner O'Connor made the motion that the Board sets a public hearing on the grant of economic development incentives to “Project PMA” company for 9:00 a.m. on March 21, 2012. All voted in favor and the motion carried.*

**ADJOURN**

*Chairman Thompson made the motion to adjourn at 6:50 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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Thomas H. Thompson, 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

February 27, 2012

Re: Tax Collector's Report to Commissioners -- 03/05/12 Meeting

Please find outlined below collections information through February 25th for the 2011 bills, which were mailed out on August 19<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:

2011 Total Charge: \$57,526,480.27  
Payments & Releases: 54,922,728.90  
Unpaid Taxes: 2,603,751.37  
Percentage Collected: 95.47%  
(through 02/25/12)

2010 Total Charge: \$57,524,414.37  
Payments & Releases: 54,707,117.34  
Unpaid Taxes: 2,817,297.03  
Percentage Collected: 95.10%  
(through 02/25/11)

Motor Vehicle Bills G01 Only:

2011 Total Charge: \$3,071,906.16  
Payments & Releases: 2,490,125.98  
Unpaid Taxes: 581,780.18  
Percentage Collected: 81.06%  
(through 02/25/12)

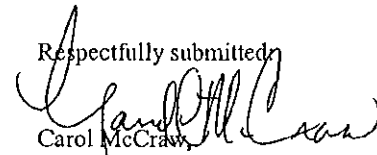
2010 Total Charge: \$3,126,976.94  
Payments & Releases: 2,375,998.33  
Unpaid Taxes: 750,978.61  
Percentage Collected: 75.98%  
(through 02/25/11)

Fire Districts All Bills:

2011 Total Charge: \$6,706,414.60  
Payments & Releases: 6,329,557.46  
Unpaid Taxes: 376,857.14  
Percentage Collected: 94.38%  
(through 02/25/12)

2010 Total Charge: \$6,624,288.92  
Payments & Releases: 6,222,941.85  
Unpaid Taxes: 401,347.07  
Percentage Collected: 94.16%  
(through 02/25/11)

Respectfully submitted,



Carol McCraw  
Deputy Tax Collector

Stan C. Duncan,  
Tax Collector

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



**Department:** Engineering- Cane Creek

Please make the following line-item transfers:


What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>615711-553000</u>	<u>Capital Outlay-Vehicles</u>	<u>\$ 51,474</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Account	Line-Item Description	Amount
<u>614711-401001</u>	<u>Retained Earnings</u>	<u>\$ 51,474</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Justification:** *Please provide a brief justification for this line-item transfer request.*  
Purchase two vehicles to be upfitted to CNG with an ARRA grant

 2/24/12  
Authorized by Department Head Date

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

\_\_\_\_\_  
Authorized by County Manager Date

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



**Exhibit A**

**RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS  
AND AUTHORIZING THE SALE OF SURPLUS PROPERTY  
BY ELECTRONIC PUBLIC AUCTION**

**WHEREAS**, Henderson County owns vehicles itemized on the attached Exhibit B, hereinafter referred to as "surplus property", that is either obsolete or no longer needed for any governmental use by the County; and

**WHEREAS**, the Henderson County Board of Commissioners is desirous of declaring the equipment as surplus and selling at a public auction as authorized by NCGS 160A-270; and

**WHEREAS**, it is the intent of the County to sell said surplus equipment by electronic public auction at [www.govdeals.com](http://www.govdeals.com).

**NOW THEREFORE BE IT RESOLVED**, by the Henderson County Board of Commissioners as follows:

1. The equipment itemized on the attached Exhibit B is hereby declared to be surplus property.
2. The Finance Director is hereby authorized to sell by electronic auction at [www.govdeals.com](http://www.govdeals.com) the surplus property described above to the highest bidder.
3. All surplus property will be sold "as is", all sales final, cash, certified check or money order only. Henderson County makes no express or implied warranties of merchantability of any surplus property, or part thereof, or its fitness for any particular purpose regardless of any oral statements that may be made concerning the surplus property or any part thereof.
4. A notice summarizing this Resolution and the sale of the surplus property by electronic public auction shall be advertised by the Finance Director on the County's website at [www.hendersoncountync.org](http://www.hendersoncountync.org) at least ten (10) days prior to the public auction.


**THIS** the 5<sup>th</sup> day March, 2012.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

**BY:**

  
**Thomas Thompson, Chairman**

**ATTEST:**

  
**Teresa L. Wilson, Clerk to the Board**

[OFFICIAL SEAL]



## Exhibit B

### List of Surplus Vehicles

<b>Year</b>	<b>Description</b>	<b>Model</b>	<b>Serial #</b>	<b>HC ASSET #</b>
1997	Hydromatic Pump	S4HX300JC	S39802	6621
1997	Hydromatic Pump	S4HX300JC	S32284	6622
1997	Hydromatic Pump	S4HX300JC	4-4104	6623
1999	Hydromatic Pump	S4HX300JC	4-4103	7231

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1  
Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 698-4443  
[www.hendersoncountync.org](http://www.hendersoncountync.org)

THOMAS THOMPSON  
Chairman  
BILL O'CONNOR  
Vice-Chairman

CHARLIE MESSER  
LARRY YOUNG  
J. MICHAEL EDNEY

## RESOLUTION

**Whereas**, the North Carolina Department of Transportation organizes an annual spring statewide roadside cleanup to ensure clean and beautiful roads in North Carolina; and

**Whereas**, the Spring 2012 LITTER SWEEP roadside cleanup will take place April 14 through April 28, 2012, and encourages local governments and communities, civic and professional groups, businesses, churches, schools, families and individual citizens to participate in the Department of Transportation cleanup by sponsoring and organizing local roadside cleanups; and

**Whereas**, Adopt-A-Highway volunteers, Department of Transportation employees, Department of Correction inmates and community service workers, local government agencies, community leaders, civic and community organizations, businesses, churches, schools, and environmentally concerned citizens conduct annual local cleanups during LITTER SWEEP and may receive certificates of appreciation for their participation; and

**Whereas**, the great natural beauty of our state and a clean environment are sources of great pride for all North Carolinians, attracting tourists aid aiding in recruiting new industries; and

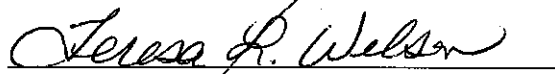
**Whereas**, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering, and encourage recycling of solid wastes; and

**Whereas**, the LITTER SWEEP cleanup will be a part of educating the children of this great state regarding the importance of a clean environment to the quality of life in North Carolina;

**NOW, THEREFORE BE IT RESOLVED** by the Henderson County, North Carolina Board of Commissioners that April 14 through April 28, 2012 be LITTER SWEEP time in Henderson County and encourage citizens in Henderson County to take an active role in making our communities cleaner through participating in local LITTER SWEEP activities.

Adopted this 5<sup>th</sup> day of March, 2012.

ATTEST:

  
TERESA L. WILSON, CLERK TO THE BOARD

  
THOMAS THOMPSON, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS



# HENDERSON COUNTY BOARD OF COMMISSIONERS

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

THOMAS H. THOMPSON  
Chairman  
WILLIAM O'CONNOR  
Vice-Chairman

CHARLIE MESSER  
LARRY YOUNG  
J. MICHAEL EDNEY

February 14, 2012

United Financial of North Carolina, Inc.  
58 Wilkie Way  
Fletcher, NC 28732

Re: Lease Purchase Agreement between United Financial of North Carolina, Inc., and Valley Hill Volunteer Fire & Rescue Department

Dear Sirs:

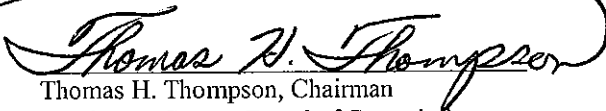
I am Chairman of the County Commissioners of Henderson County. This letter is to advise you that Valley Hill Volunteer Fire & Rescue Department is a qualified Volunteer Fire Department assigned to protect a specific Fire District within this County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm.

Please be advised that the County has no objection to this transaction.

Sincerely,



Thomas H. Thompson, Chairman  
Henderson County Board of Commissioner

**STATE OF NORTH CAROLINA**

**LEASE**

**COUNTY OF HENDERSON**

THIS LEASE, made this the 5<sup>th</sup> day of March, 2012, 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

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.



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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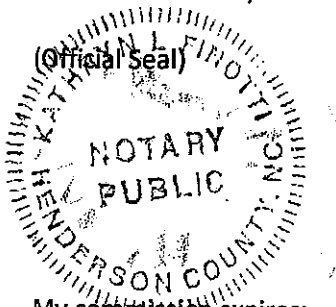




STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

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 6<sup>th</sup> day of March, 2012.



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 \_\_\_\_\_, 2012.

(Official Seal)

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

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



**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**LEASE**

**THIS LEASE**, made and entered into effective the 1st day of January, 2012 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, Mills River, NC 28759 , 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, 2012, or the date that this Lease is fully and properly executed, whichever is later, and shall expire December 31, 2012.
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 March 30, 2012. 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:**

**[CORPORATE SEAL]**

\_\_\_\_\_  
**Secretary**

**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**

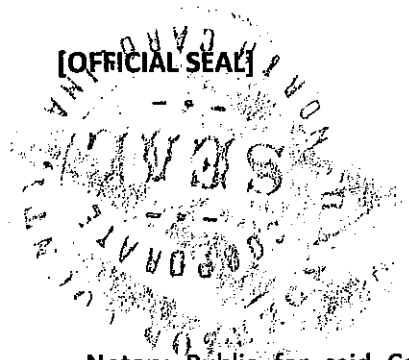


HENDERSON COUNTY, LESSOR

BY: [Signature]  
Steve Wyatt, County Manager

ATTEST:

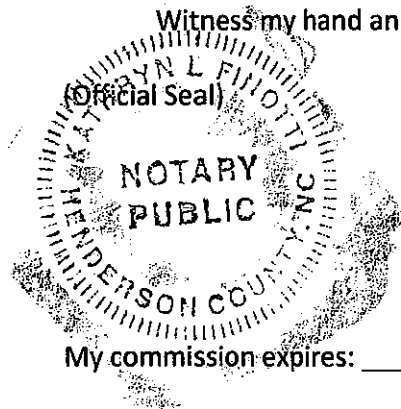
[Signature]  
Clerk to the Board



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 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 6<sup>th</sup> day of March, 2012.



[Signature]  
Notary Public

My commission expires: 3-23-13



Henderson County Republican Party  
Post Office Box 2552  
Hendersonville, NC 28793

Mike Scruggs  
Chairman

March 1, 2012

The Honorable Thomas H. Thompson, Chairman  
Henderson County Board of Commissioners  
1 Historic Courthouse Square, Suite One  
Hendersonville, North Carolina 28792

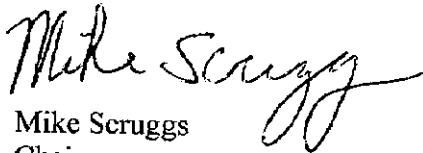
RE: Recommendation of Executive Committee of Henderson County Republican Party

Dear Tommy:

In accordance with the terms of Section 162-5.1 of the North Carolina General Statutes, the Henderson County Republican Party Executive Committee recommends that the Board of Commissioners elect the person named below to the vacancy in the office of sheriff of Henderson County.

The name of the person recommended is Charles McDonald

Sincerely,



Mike Scruggs  
Chairman