

**DRAFT**

2/7/17

**MINUTES**

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
MONDAY, FEBRUARY 6, 2017**

The Henderson County Board of Commissioners met for a regularly scheduled meeting at 5:30 p.m. in the Commissioners' Meeting Room of the Historic Courthouse on Main Street, Hendersonville.

Those present were: Chairman Mike Edney, Vice-Chairman Grady Hawkins, Commissioner Tommy Thompson, Commissioner Charlie Messer, Commissioner William Lapsley, County Manager Steve Wyatt, Assistant County Manager Amy Brantley, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Senior Planner Autumn Radcliff, Engineer Marcus Jones, Management Assistant Megan Powell, Director of Business and County Development John Mitchell, Assessor/Tax Collector Darlene Burgess, Assistant Finance Director Dena Garey, Recreation Director Tim Hopkin, Environmental Health Supervisor Seth Swift, Library Director Trina Rushing, Captain Jim Player, Sheriff Charlie McDonald, EMS Director Mike Barnett, Central Services and Construction Manager David Berry, DSS Director Jerrie McFalls, Internal Auditor Samantha Reynolds, Public Health Director Steve Smith, Collections Specialist Luke Small, Emergency Management/Rescue Coordinator Jimmie Brissie, Assistant Engineer Natalie Berry, Environmental Programs Coordinator Rachel Kipar and PIO Kathryn Finotti – videotaping, and Deputy Jacob Tipton & Sergeant John Ashe as security.

**CALL TO ORDER/WELCOME**

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

**INVOCATION**

The invocation was provided by Julie Gordon of the Church of Christian Science.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the American Flag was led by Jordan Jakubielski of the Leaders in Training 4-H Club.

**PUBLIC HEARING**

**Public Hearing for Rezoning Application #R-2016-04**

*Commissioner Hawkins made the motion that the Board go into public hearing regarding Rezoning Application #R-2016-04. All voted in favor and the motion carried.*

Autumn Radcliff stated Rezoning Application #R-2016-04, which was initiated on November 3, 2016 at the request of applicant, Philip Fisher. He requests the County rezone approximately 3.53 acres of land (hereafter the "Subject Area") from an Estate Residential (R-40) zoning district to a Residential Two Rural (R2R) zoning district.

The Henderson County Planning Board considered rezoning application #R-2016-04 at its regularly scheduled meeting on December 15, 2016. During that meeting, the Planning Board voted unanimously to send forward a favorable recommendation to rezone the Subject Area to a Residential Two Rural (R2R) zoning district.

Before taking action on the application, the Board of Commissioners must hold a public hearing. In accordance with §42A-314(C) and §42A-337(B) of the Henderson County Land Development Code and State Law, notices of the February 6, 2017, public hearing regarding rezoning application #R-2016-04 were published in the Hendersonville Lightning on January 25, 2017 and February 1, 2017. The Planning Department sent notices of the hearing via first class mail to the owners of properties adjacent to the Subject

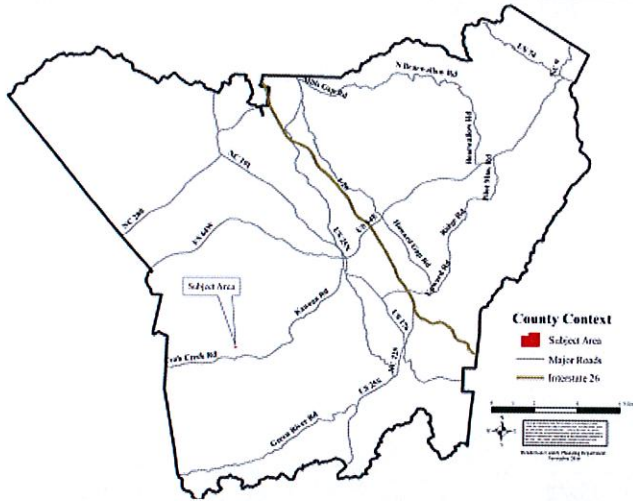
DATE APPROVED:

Area on January 13, 2017 and the Subject Area property owners on January 13, 2017 and posted signs advertising the hearing on the Subject Area on January 23, 2017.

Application Summary

- Rezoning Request: R-2016-04
- Submitted on November 3, 2016
- Applicant/Agent: Philip Fisher
- Rezone from Estate Residential (R40) Zoning to Residential Two Rural (R2R) Zoning
- 3.53 acres

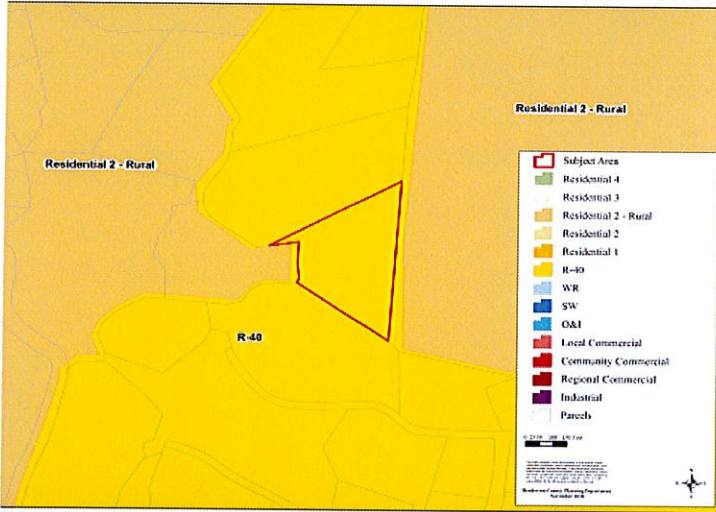
## County Context



## Aerial Photo Map

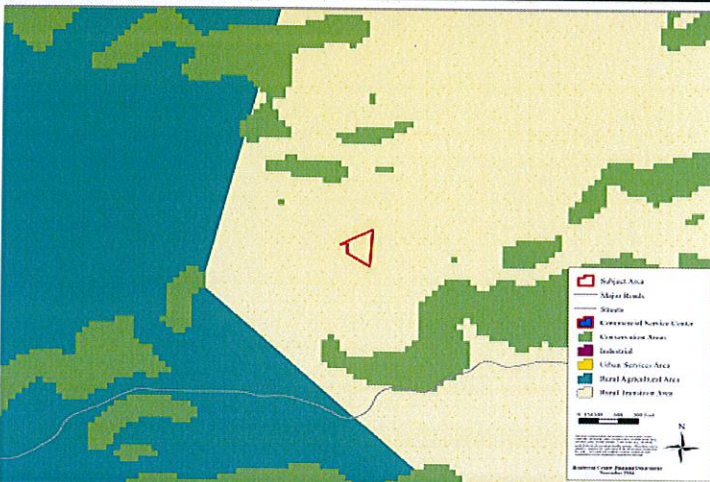


### Current Zoning Map



R40 is no longer available and the Small Area Community Plan is working to rezone it. The setbacks for R2R are 10 feet where the setbacks for R40 are 35 feet. Both are residential.

### 2020 CCP Future Land Use Map



### Public Utilities



Public Input

1. Applicant Philip Fisher stated his main reason for the Rezoning Application was for the 10 feet setbacks verses the 35 feet setbacks with R40.

*Commissioner Hawkins made the motion to go out of public hearing. All voted in favor and the motion carried.*

*Commissioner Hawkins made the motion that the Board approves rezoning application #R-2016-04 to rezone the Subject Area to a Residential Two Rural (R2R) zoning district based on the recommendations of the Henderson County 2020 Comprehensive Plan and other supporting information. He further moved that the Board approve the resolution regarding the consistency with the CCP. All voted in favor and the motion carried.*

Commissioner Messer asked Planning Staff to review the setbacks of R40.

**SERVICE BADGE AND SIDEARM REQUEST – MASTER DEPUTY TERRY TWEED**

The Henderson County Sheriff's Office requests that the service badge and sidearm of Terry Tweed be given to him in recognition of his retirement from the Henderson County Sheriff's Office.

Sheriff McDonald stated Master Deputy Terry Tweed has served in a variety of roles at the Henderson County Sheriff's Office following his years of service in the US Army and as a missionary overseas. In 1994, he and Sheriff George Erwin launched the Chaplain program; a team that Tweed has continued to serve with since its inception. His work as a Chaplain led him to enroll in BLET followed by reserve status and then a full-time position as a School Resource Deputy. Deputy Tweed joined the Criminal Investigations Division with his current designation in violent crimes with a special interest in latent print examination. In addition to his regular duties, Deputy Tweed has faithfully served with the Honor Guard and has capably led the HCSO Cadet Corps. To honor him and show gratitude, the Sheriff's Office intends to present his service badge and service sidearm to him.

Sheriff McDonald made this request on behalf of the Henderson County Sheriff's Office pursuant to North Carolina General Statute 20-187.2(a).

*Chairman Edney made the motion that the Board allows Sheriff Charles McDonald to present the service badge and sidearm as a token of appreciation to Master Deputy Terry Tweed. All voted in favor and the motion carried.*

**Discussion/Adjustment of Consent Agenda**

*Commissioner Thompson made the motion to approve 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):

January 3, 2017 - Regularly Scheduled Meeting

January 17, 2017 – Regularly Scheduled Meeting

**Tax Collector's Report**

Collections Specialist Luke Small had presented the Tax Collector's Report to the Commissioners dated January 26, 2017 for information only. No action was required.

**Pending Releases & Refunds**

The pending releases and refunds have been reviewed by the Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office. These pending release and refund requests are submitted for the approval by the Henderson County Board of Commissioners.

<u>Type:</u>	<u>Amount:</u>
Total Taxes Released from the Charge	\$ 3,271.39
Total Refunds as a Result of the Above Releases	\$ 1,679.27

**Motion:**

*I move the Board approves the Combined Release/Refund Report as presented.*

**County Financial Report/Cash Balance Report – December 2016**

The December 2016 County Financial Report and Cash Balance Report were 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 December:

- Register of Deeds – contracted services for document image conversion and scanning services
- Emergency Management - the purchase/encumbrance of capital outlay in the approved budget
- EMS – the purchase of four new ambulances in the approved budget
- Agri-Business – excess operating expenditures over \$120,000 that will be covered by membership fees
- Debt Service – annual principal and interest payments scheduled/came due and paid in November

The YTD deficit in the 911 Emergency Communications Fund is due to a timing delay in receipt of the NC 911 PSAP Surcharge revenue for the month of December. These funds will be received in January 2017.

The YTD deficit in the Emergency Services Headquarters, Hendersonville High School and Law Enforcement Training Center Projects is due to the payment of architect fees for these projects from appropriated fund balance in the Capital Projects Funds that will be reimbursed from future financings.

The YTD deficits in the Detention Center and Recreation Parks Improvements Projects are being paid from appropriated fund balance in the Capital Projects Fund, proceeds from the sale of the Bent Creek property, as approved by the Board in the FY2017 budget.

The YTD deficit in the Westfeldt Park Project from project expenditures to date will be reimbursed from grant funds appropriated in the budget for FY2017. This reimbursement is anticipated to be received in early 2017.

The YTD deficit in the Cane Creek Water & Sewer District Fund is due to the purchase/encumbrance of capital outlay for new equipment and a vehicle and a budgeted annual debt service payment that occurred at the end of November.

**Motion:**

*I move that the Board of Commissioners approves the December 2016 County Financial Report and Cash Balance Report as presented.*

**Public Schools Financial Report – December 2016**

The Henderson County Public Schools December 2016 Local Current Expense Fund / Other Restricted Funds Financial Report were provided for the Board's information.

**Motion:**

*I move that the Board of Commissioners approves the Henderson County Public Schools December 2016 Financial Report as presented.*

**2017 HOME Grant Application**

Habitat for Humanity of Henderson County is requesting application approval for HOME Investment Partnerships Program (HOME) funds. HOME funds are administered through the Asheville Regional Housing Consortium. All projects propose to serve County residents within a range of median household income. The median Henderson County household income in 2015 was \$47,021.

Habitat for Humanity of Henderson County is requesting \$135,000 in HOME funds in order to aid in down payment assistance for homebuyers in Dodd Meadows residential neighborhood off Crest Road. The assistance provided by Habitat will reduce the purchaser’s monthly house payments by \$28.00 to \$57.00 based on income level. Using the grant funds, Habitat for Humanity plans to provide affordable housing for families whose income is between 30% and 80% of the median income in Henderson County.

This grant require no County matching funds. The Asheville Regional Housing Consortium requires approval by the Board of Commissioners as part of the application process.

Motion:

*I move that the Board approves the HOME application for Henderson County Habitat for Humanity.*

**Surplus and Donation of Ambulances to Henderson County Rescue Squad**

A resolution was provided for the Board’s consideration declaring two (2) Ambulances no longer used by Henderson County Emergency Medical Services as surplus property and the donation of the Ambulances to the Henderson County Rescue Squad as allowed by N.C.G.S. 160A-280 to be used for ambulance transportation and support vehicle for special operations.

<u>DEPARTMENT</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>HC#</u>	<u>VIN#</u>	<u>Asset#</u>	<u>Mileage</u>
EMS	2012	Chevy	Ambulance	EMS-O	1GB6G5CL6C1168513	15633	130937
EMS	2012	Chevy	Ambulance	EMS-R	1GB6G5CL8C1202466	16087	106183

Motion:

*I move that the Board approves the resolution declaring the Ambulances presented as surplus and authorize the donation to the Henderson County Rescue Squad as allowed by N.C.G.S. 160A-280.*

**Budget Ordinance Revision**

Appendix A of the Budget Ordinance includes the General Fund Revenues for the Fiscal Year, subdivided by revenue type. A recent review of the revenues found that the Sales and Services revenues included a \$290,000 positive variance from the Munis accounts, and the Permits and Fees revenues included a \$290,000 negative variance. The total revenues for the FY17 Budget were not impacted, as the variances balance.

To correct these two lines within the Ordinance, the Board is requested to approve the revised Appendix A of the FY2017 Budget Ordinance to correct the miss-posting. The specific change would be to the two revenue types as follows.

<b>Revenue Type</b>	<b>Adopted</b>	<b>Proposed Revision</b>	<b>Change</b>
Permits and Fees	\$1,106,200	\$1,396,200	+ \$290,000
Sales and Services	\$6,961,599	\$6,671,599	- \$290,000

Motion:

*I move the Board approve the revised Appendix A of the FY2017 Budget Ordinance as presented.*

**Request for Shuttle Bus Parking**

The County received a request from Sierra Nevada Brewing Co. (SNBCo) for the use of the 1995 Courthouse north parking lot, off of 4<sup>th</sup> Ave. This request is associated with SNBCo’s Burly Beer Festival. SNBCo proposes to utilize the parking lot as “a central and safe location for residents to load/un-load” the

SNBCo shuttle bus. The shuttle bus is complementary and will run between Hendersonville and the brewery during the event to provide “safe transportation.”

Motion:

*I move that the Board approves the use of the 1995 Courthouse’s parking lot on 4<sup>th</sup> Avenue by Sierra Nevada Brewing Company on Saturday, April 1, 2017.*

**Extension of library parking agreement with First Nazarene Church**

Proposed is an extension of the parking agreement utilized by the Henderson County Public Library for patrons and staff, using the property owned by The First Church of the Nazarene of Hendersonville. The proposed extension is for a period of ten (10) years, at the same annual rate (\$10,000.00) are presently in effect.

The proposed agreement provides that “[t]he County may terminate this agreement upon one (1) year written notice.”

Motion:

*I move that the Board approves the proposed extension of the library parking license agreement with First Church of the Nazarene.*

**Approval of option agreement**

The Board of Commissioners, acting in closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(5)(i), provided instruction to the Board’s agent regarding “the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease”. Today, a proposed option agreement is brought before the Board for final approval.

Motion:

*I move that the Board approves the proposed option agreement.*

**Property tax appeal—St. Gerald House**

St. Gerard House seeks approval of a charitable use exclusion from property tax for tax year 2016 for certain property. To approve this late exemption application, the Board must find “good cause”. It is staff’s understanding the St. Gerard House has met with staff and discussed an internal staff problem which led to the unintentional late application.

Motion:

*I move that the Board grants a charitable use exclusion from taxable real property, pursuant to N.C. Gen. Stat. §105-282.1(a1), for the property in question.*

**Budget Amendment – Health Department Electronic Health Records Initiative**

The Henderson County Board of Commissioners approved the initiation of the electronic health records project for the Henderson County Department of Public Health in June 2015. The initial contract cycle ends in February 2017. The deal provided reflects ongoing costs for this effort and is structured to create future alignment with the county fiscal year.

Motion:

*I move that the Board of Commissioners approves the budget amendment to appropriate funds to support the electronic health records system initiative for the Henderson County Department of Health through June 30, 2017.*

**Use of Commissioners’ meeting room and Community Room\**

The remaining parties to the “Seven Falls” litigation have requested the use of the Board’s meeting room and the Community Room in the Historic Courthouse on March 1 and March 2 for court-ordered mediation. The parties, their lawyers, and the mediator will use both rooms in an attempt to resolve the case.

**Motion:**

*I move that the Board grants the request for the use of the Commissioners' meeting room and the Community Room on March 1 and March 2.*

**Use of Courtroom – Sheriff's Office**

A request was submitted on behalf of the Sheriff's Office for use of the Courtroom on Monday, March 6, 2017 from 12:00 p.m. until 2:00 p.m. for a Sheriff's Detention Officer Certification Course Graduation.

**Motion:**

*I move that the Board approves use of the Commissioners' Meeting Room (Courtroom) as requested on Monday, March 6, 2017 from 12:00 p.m. until 2:00 p.m. for a Sheriff's Detention Officer Certification Course Graduation.*

**Termination of Seven Falls development agreement**

The holder of the deed of trust of the unsold property in the "Seven Falls Golf and River Club" development seeks the County's execution of a document affirming the termination of the existing development agreement. This development agreement was breached by the original developer, and as a result of the loss of permits, failures to act, and other violations of the law by the developer expired on or before February 28, 2013.

Planning staff have discussed this proposed termination agreement with your County Attorney, and are in agreement that attempting to continue the development agreement in effect would be impossible, due to the loss of permits by the developer. Any further development of the subject property would require commencement of a whole new process through the County's regular zoning and subdivision laws.

**Motion:**

*I move that the Board accepts the proposed termination agreement.*

**Waterline Extension Request – Camp Judea**

The City of Hendersonville is planning to extend its water service to new buildings located at Camp Judea near US-64. The proposed extension will be 416 linear feet, using six-inch waterlines and would include the installation of a new fire hydrant to service two additional buildings. The project is located within the Rural Transition area. This expansion will be funded by Camp Judea.

**Addition of 1 Environmental Health Specialist position (OSW) and 1 Environmental Health Specialist position (F&L) for FY17**

The Commissioners' discussion at their January 17, 2017 meeting indicated an intent to move forward with consideration of 2 additional environmental health specialist positions in the FY 17 budget. One position each for the Onsite Water/Wastewater Program and Food and Lodging Program to meet increased demand levels. Based on subsequent guidance from the County Manager, any necessary budget amendment for operational expenses can be addressed prior to the close of the FY 17 budget year. The Board is also asked to consider a budget amendment which would allow purchase of additional Environmental Health vehicles.

**Motion:**

*I move that the Board approves the addition of 2 Environmental Health Specialist positions for the FY 17 budget and that we approve the budget amendment for the purchase of 2 vehicles needed for these positions.*

**Addition of School Nurse (PHNII) Position for FY17**

The Commissioners' discussion at their January 17, 2017 meeting indicated an intent to move forward with consideration of an additional school nurse position in the FY 17 budget. Based on subsequent guidance



from the County Manager, any necessary budget amendment for operational expenses can be addressed prior to the close of the FY 17.

Motion:

*I move that the Board approves the addition of 1 School Nurse position for the FY 17 budget.*

#### **Use of Courtroom – Heritage Museum**

A request was submitted by Anne Ridings, on behalf of the Heritage Museum, for use of the Courtroom for a Tribute to Black History Month with Ronnie Pepper on Saturday, February 25, 2017 at 12:00 p.m. until 5:00 p.m.

Motion:

*I move the Board approves use of the Commissioners' Meeting Room (Courtroom) as requested on behalf of the Heritage Museum, for Saturday, February 25, 2017 from 12:00 p.m. until 5:00 p.m.*

#### **Approval of Duke Energy right of way for Advanced High School construction**

Duke Energy has proposed a new easement to serve the Advanced High School building on the Blue Ridge Community College campus. A new easement is needed since the Advanced High School is a new parcel, created for the project.

Motion:

*I move that the Board approves the proposed Duke Energy easement, and authorize the Chair and staff to execute the same.*

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

*Commissioner Thompson made the motion to adopt the discussion agenda as presented. All voted in favor and the motion carried.*

#### **NOMINATIONS**

##### **Notification of Vacancies**

1. Agriculture Advisory Board – 1 vac.
2. Animal Services Committee – 3 vac.
3. Henderson County Historic Courthouse Corp./dba Heritage Museum – 1 vac.
4. Juvenile Crime Prevention Council – 1 vac.
5. Nursing/Adult Care Home Community Advisory Committee – 2 vac.
6. Recreation Advisory Committee – 3 vac.

Chairman Edney made notice of vacancies and opened the floor for nominations.

##### **Nominations**

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

Commissioner Hawkins nominated Robert Pierce for position #6. *Chairman Edney made the motion to accept the appointment of Robert Pierce to position #6 by acclamation. All voted in favor and the motion carried.*

2. Henderson County Zoning Board of Adjustment – 3 vac.

Commissioner Hawkins nominated James Hysong for position #6. Chairman Edney nominated Edward James Marshall for position #7. *Chairman Edney made the motion to accept the appointments of James Hysong to position #6 and Edward James Marshall to position #7 by acclamation. All voted in favor and the motion carried.*

3. Hendersonville Planning Board – 1 vac.

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

4. Juvenile Crime Prevention Council – 3 vac.

Chairman Edney nominated Samantha Reynolds for position #8. *Chairman Edney made the motion to accept the appointment of Samantha Reynolds to position #8 by acclamation. All voted in favor and the motion carried.*

5. Library Board of Trustees – 1 vac.

Commissioner Hawkins nominated William Ramsey for position #8. *Chairman Edney made the motion to accept the appointment of William Ramsey to position #8 by acclamation. All voted in favor and the motion carried.*

6. Nursing/Adult Care Home Community Advisory Committee – 4 vac.

Commissioner Thompson nominated Thomas Keating for position #19 and Sandy Mundy for position #21. *Chairman Edney made the motion to accept the appointments of Thomas Keating to position #19 and Sandy Mundy to position #21 by acclamation. All voted in favor and the motion carried.*

7. Senior Volunteer Services Advisory Council – 1 vac.

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

**TAX COLLECTOR’S REPORT – ORDER ADVERTISING TAXES**

The February Tax Collector’s report (required by N.C. Gen. Stat. §105-369(a)) is presented for the Board’s information. Among the data presented is the amount of delinquencies for the 2016 tax year.

Attorney Russ Burrell stated the Board is required each February to order the publication of the tax lien notification for tax year (2016) to delinquent tax payers.

*Commissioner Messer made the motion that the Board enter the proposed Order directing the Tax Collector to advertise the delinquent real property tax liens for 2016. He further directs the Tax Collector to publish such advertisement pursuant to the General Statutes. All voted in favor and the motion carried.*

**TAX COLLECTOR’S REPORT PER NCGS 105.369**

In accordance with NCGS 105-369, the tax collector must report to the board the total amount of unpaid taxes for the current fiscal year that are liens on real property. Upon receipt of this report the board is directed by statute to order the advertisement of such liens. As instructed by NCGS 105-369, advertisement of tax liens need only be published one time March 1 through June 30 in a single newspaper of general circulation.

**2016 Annual Tax Billing & Collections Summary as of January 25, 2017**

<b>2016 Beginning Charge:</b>	<b>\$69,946,881.18</b>	<b>2015 Beginning Charge:</b>	<b>\$62,793,546.73</b>
Discoveries & Imm. Irreg.:	\$780,676.09	Discoveries & Imm. Irreg.:	\$210,670.65
Releases & Refunds:	(\$636,777.29)	Releases & Refunds:	(\$367,079.30)
<b>Net Charge:</b>	<b>\$70,090,779.98</b>	<b>Net Charge:</b>	<b>\$62,647,138.08</b>
Unpaid Taxes:	\$3,988,646.58	Unpaid Taxes:	\$3,566,605.49
Amount Collected:	\$66,102,133.40	Amount Collected:	\$59,080,532.59
<b>Percentage Collected:</b>	<b>94.31%</b>	<b>Percentage Collected:</b>	<b>94.31%</b>
Through: 25-Jan-2017		Through: 25-Jan-2016	

It is recommended that tax year 2016 tax liens be advertised once on March 15<sup>th</sup>, 22<sup>nd</sup> or 29<sup>th</sup>, 2017. Final date selection will be based on staff’s timely preparation to meet print deadlines in accordance with Henderson County’s legal advertising agreement with The *Hendersonville Lightning*.

Each year as part of the annual Order of Collection, the Tax Collector is “authorized, empowered, and commanded” to collect the annual taxes as well as continue collection efforts on prior-years’ unpaid taxes. Henderson County continues to see high collection rates through fair and equitable tax collection.

Fiscal Year 2016-2017 has yielded \$793,951.16 in revenue to date. This revenue reflects 50.41% of the budgeted goal of \$1,575,000.00 specific to prior-year tax collection efforts. While each enforced collection action initiated is not always successful, staff has worked tirelessly through all available remedies for collection of delinquent taxes.

Since July 1, 2016, the tax collections staff has initiated the following enforced collection actions:

<b>Enforced Collection Action Type</b>	<b>Cases Started FY16-17</b>	<b>Potential Collection FY16-17</b>	<b>Cases Started FY15-16</b>	<b>Potential Collection FY15-16</b>
Bank Attachments	128	\$150,556.92	60	\$146,051.02
Wage Garnishments	724	\$244,034.83	573	\$231,918.27
Rent Attachments	1	\$2,508.02	1	\$2,171.71
Monies Attachment	152	\$59,591.51	50	\$28,044.81
Debt Setoff	5085	\$817,450.55	4736	\$1,170,786.20
Arrangements	145	\$271,008.11	90	\$236,235.53
Foreclosure Warning	112	\$160,759.35	147	\$182,007.81
	<b>6347</b>	<b>\$1,705,909.29</b>	<b>5657</b>	<b>\$1,997,215.35</b>

In previous discussions between the Board and staff, it was identified that the tax foreclosure process was not being fully utilized. Staff has filled necessary positions to pursue foreclosures and this is a breakdown of foreclosure proceedings in the last seven months:

	<b>Parcels</b>	<b>Collected</b>		<b>Parcels</b>	<b>Potential</b>
Revenue from Foreclosure Sales <b>with Outside Firm</b>	8	\$ 20,959.73	Foreclosures In Process <b>with Outside Firm</b>	3	\$23,460.17
Revenue from Foreclosure Sales Completed <b>In Rem*</b>	0	\$ -	Foreclosures In Process <b>In Rem</b> (Judgements Filed)	14	\$32,138.84

\*Paralegal added to staff 10/03/2016, In Rem foreclosures take approximately 6 months to process.

The enforced collection of taxes continues to be successful in keeping collections fair and equitable while also providing additional revenue to the County’s annual budget. Within the current year and previous year’s budget, a reduction in the charge for prior years’ tax collection has been granted. The request for the reduction of the charge is based on the available, enforceable levy. Two main factors have been identified effecting the reduction in the levy:

1. The reduction of prior years’ debts for Registered Motor Vehicles (RMV) billed under Legacy system  
NCDMV began collection in 2013 which immediately prevented the delinquent levy from inheriting additional delinquent debt. The new method of collecting RMV has proven extremely beneficial.
2. Excellent annual collections

Each year that the percentage of annual collections increases, less debt is transferred to the delinquent levy at the end of the fiscal year. The annual collection rate for FY14-15 was 98.28% while FY15-16 was 98.50%.

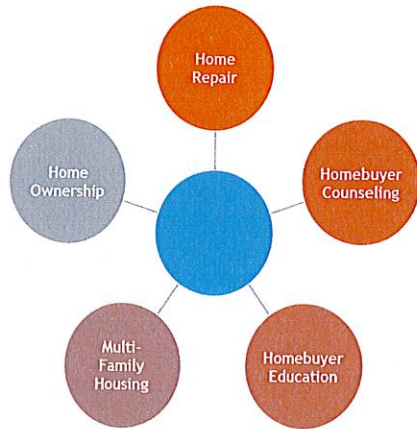
Comparison of Delinquent Levy change by Fiscal Year:

	<b>July 1 Opening Delinquent Levy</b>	<b>Change in Opening levy from previous year</b>
FY16-17	\$2,831,316.08	(\$404,649.18)
FY15-16	\$3,235,965.26	(\$658,745.46)
FY14-15	\$3,894,710.72	(\$223,885.85)
FY13-14	\$4,118,596.57	(\$26,252.93)
FY12-13	\$4,144,849.50	(\$575,783.22)
FY11-12	\$4,720,632.72	\$98,452.21
FY10-11	\$4,622,180.51	\$2,134.36

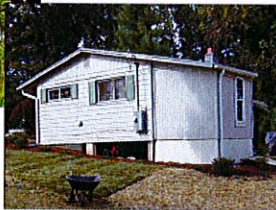
**HOUSING ASSISTANCE CORPORATION UPDATE**

Sarah Grimes, Executive Director, provided the Board of Commissioners with a brief update on activities at the Housing Assistance Corporation.

How we build successful communities:



2016-283 Repairs  
for 91 Clients with  
2 Full Time Staff  
Members and 203  
Volunteers



# Self-Help Housing

### History

- Program began in the 1970s
- Housing Assistance began Self-Help Housing in 1994
- Oldest and longest running program in NC.
- Completed 144 Self-Help Homes (12 in process)

### Program

- Affordable financing with a subsidized interest rate.
- Sweat Equity – 65%
- Energy efficient
- Community building
- New Homes program 13 (5 in process)

## Self Help Home



### OKLAWAHA 1 STORY - B REVERSE

3 BEDROOM 2 BATH - 1470SF

OKLAWAHA VILLAGE  
Owner Name \_\_\_\_\_  
Lot # \_\_\_\_\_

**GENERAL NOTES**

1. IN THE MEASUREMENTS TO BE USED FOR THE PURPOSES OF THIS PLAN, THE DIMENSIONS OF THE BUILDING SHALL BE MEASURED TO THE EXTERIOR FACE OF THE WALLS UNLESS OTHERWISE INDICATED.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

**DIRECTORY**

**OWNER**  
HOUSING ASSISTANCE CORPORATION  
802 MONROE STREET  
HOUSTONVILLE, TN 37093  
(615) 910-4744

**ARCHITECT**  
HOMESOUTH ARCHITECTURE, PLLC  
224 SOUTH GROVE STREET, SUITE D  
HOUSTONVILLE, TN 37093  
(615) 697-5383

**DRAWING INDEX**

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	FOUNDATION				
2	FLOOR PLAN				
3	ELEVATIONS				
4	SECTION				
5	DETAILS				

### OKLAWAHA 2 STORY - B

3 BEDROOM 2 BATH - 1645SF

OKLAWAHA VILLAGE  
Owner Name \_\_\_\_\_  
Lot # \_\_\_\_\_

**GENERAL NOTES**

1. IN THE MEASUREMENTS TO BE USED FOR THE PURPOSES OF THIS PLAN, THE DIMENSIONS OF THE BUILDING SHALL BE MEASURED TO THE EXTERIOR FACE OF THE WALLS UNLESS OTHERWISE INDICATED.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

**DIRECTORY**

**OWNER**  
HOUSING ASSISTANCE CORPORATION  
802 MONROE STREET  
HOUSTONVILLE, TN 37093  
(615) 910-4744

**ARCHITECT**  
HOMESOUTH ARCHITECTURE, PLLC  
224 SOUTH GROVE STREET, SUITE D  
HOUSTONVILLE, TN 37093  
(615) 697-5383

**DRAWING INDEX**

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	FOUNDATION				
2	FLOOR PLAN				
3	ELEVATIONS				
4	SECTION				
5	DETAILS				

## Multi-Family Housing- 291Units

- 3 family communities
  - Highland View – 28 units
  - Connor Creek – 8 units
  - Jackson Parkview – 32 units
- 4 elderly communities
  - Hillside Commons – 36 units
  - Sugar Hill – 40 units
  - Oak Haven – 56 units
  - Regal Oaks – 24 units
- King Creek Cottages
  - 10 households for physically or mentally disabled
- Fran's Cottage
  - 10 beds for migrant workers and homeless
- Seasonal Farmworker Housing
  - 43 households for migrant workers
- Mainstay Manor
  - Survivors of domestic violence-4 units



## Oak Haven Apartments

- Opened Winter 2014
- Eligibility – 55 years and older
- Income – 60% of AMI or less
- 28 – 1 bedroom apts @667 sq. ft.
- 28 - 2 bedroom apts @901 sq.ft
- Rent range - \$299-500 1 bedroom
- Rent range - \$350-587 2 bedroom
- Site – 5.44 acres
- 5 Key Units
- Amenities: dishwashers, gazebo, grill area, computer room, fitness room, community room with kitchen, storage lockers



## Sugar Hill Apartments

- 40-unit elderly apartment community
- 10 - 2 bdms, 30 - 1 bdms
- Sugarloaf Rd behind Sugarloaf Apts.
- Affordability
  - Target market: 55+ & 40-60% of median income
  - 1 bdrm \$270-390 per month
  - 2 bdrm \$325-470 per month
- Amenities: community room, picnic tables, gazebo, garden plots
- 4 Key units



Highland View Apartments  
2006

28 Units  
3 – Key Units





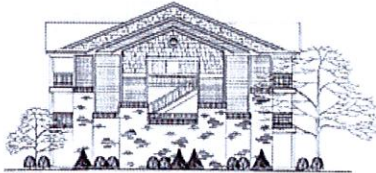
Connor Creek  
1995 – 8 units  
2 key units



Jackson Parkview Apartments  
1997 – 32 units

Hillside Commons  
2004  
36 Units for Seniors  
32 1 bedroom apartments  
4 2 bedroom apartments  
Amenities: clubhouse, planting boxes, gazebo, arbor  
with swing

## Ochlawaha Village Mixed Income Apartments-78 Units



### Looking to the Future

- Negotiate Property for Single Family Homes in Henderson County (Spring 2017 & Spring 2019)
- Identify Property for Multi-Family Housing (Summer 2017)- 103 fully vetted applicants currently on waiting list for existing units/12 month wait on average. Property needs to be within a mile of a grocery store/pharmacy/employment opportunities
- Partner with Safelight and Thrive to secure housing for their clients (2017)
- Expand our Home Repair Services in Henderson County and also add services in Polk County (Summer 2017)
- Build Workforce Housing in Polk County in partnership with CMLC (2018-2019). Also possible partnership with Polk County Schools Life Skills Classes

### **ETOWAH CONCESSION EXPANSION**

David Berry stated at the January 17th meeting of the Board of Commissioners, the Board instructed staff to develop a plan, and seek pricing to expand the concession stand at Etowah Park. With input from the Etowah Lions Club, staff developed a plan of work and possible design. Some improvements were made a couple of years ago by installing awnings around the concession building and air conditioning the space. Plumbing and electrical upgrades were also done.



After meeting with the Etowah Lion's Club, a bid estimate was received to increase the working area of the concession stand and raise the service window.

The potential addition is approximately 160sqft. Dunlap Construction provided a cost estimate of \$23,550 to complete the work.

*Commissioner Hawkins made the motion that the Board directs staff to move forward with the contract with a cost not to exceed \$23,550.00. All voted in favor and the motion carried.*

#### **UPDATE/REVISION OF MINIMUM HOUSING ORDINANCE**

Russ Burrell stated staff has prepared proposed changes to the Minimum Housing Ordinance. The changes generally concern administration of the Ordinance, and don't change when a particular set of facts would constitute a violation.

The notable exception to the "changes are administrative" statement has to do with "Heating Facilities". This proposal defines the "heating season", during which permanently installed systems much work to a required standard as between October 1 and March 30.

Administrative changes include:

- Addition of sections 48-23 and 48-24, dealing with the duties of an owner and the duties of a tenant.
- Requirement of both owners and tenants to provide the enforcement official with a method of immediate telephonic contact.
- Requirement for determining how long a repair required under the Ordinance can take.

*Commissioner Messer made the motion that the Board adopts the proposed amendments to the Minimum Housing Ordinance, chapter 48 of the County Code. All voted in favor and the motion carried.*

#### **CLUBHOUSE PROPERTY UPDATE**

County Attorney Russ Burrell informed the Board that a 3<sup>rd</sup> upset bid had been received on the Clubhouse Property.

#### **CLOSED SESSION**

The Board is requested to go into closed session 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 Henderson County, including agreement on a tentative list of economic development incentives that may be offered by the Board in negotiations.

*Chairman Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to discuss matters of economic development incentives. All voted in favor and the motion carried.*

#### **ADJOURN**

*Commissioner Hawkins made the motion to go out of closed session and adjourn at 7:10 p.m. All voted in favor and the motion carried.*

Attest:

---

Teresa L. Wilson, Clerk to the Board

---

J. Michael Edney, Chairman



## **RESOLUTION OF CONSISTENCY WITH THE COUNTY COMPREHENSIVE PLAN**

**WHEREAS**, pursuant to N.C. General Statute §153, Article 18, the Henderson County Board of Commissioners exercises regulations relating to development within the County's jurisdiction; and

**WHEREAS**, the Henderson County Board of Commissioners (Board) adopted the Land Development Code (LDC) on September 19, 2007 and has amended the LDC to address new and changing issues;

**WHEREAS**, the Board desires to update and revise the regulations of the LDC; and

**WHEREAS**, the Planning Director and Planning Board provided recommendations regarding the proposed zoning map amendment with case #R-2016-04; and

**WHEREAS**, pursuant to N.C. General Statute §153-323, the Planning Director provided the prescribed public notice and the Board held the required public hearing on February 6, 2017; and

**WHEREAS**, N.C. General Statute §153-341 requires the Board to adopt a statement of consistency with the County Comprehensive Plan (CCP); and

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

1. That the Board reviewed the proposed map amendment (#R-2016-04) and finds that it is reasonable, in the public interest and it is consistent with the CCP and the Growth Management Strategy located therein; and
2. That the Board determines that the proposed map amendment provides for the sound administration of the LDC while balancing property rights and promoting reasonable growth within the County; and
3. That this Resolution shall be retained in the Office of the Clerk to the Board of Commissioners.

THIS the 6<sup>th</sup> day of February, 2017.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

BY:

  
\_\_\_\_\_  
**J. MICHAEL EDNEY, Chairman**

**ATTEST:**

  
\_\_\_\_\_  
**Teresa Wilson, Clerk to the Board**

[COUNTY SEAL]





## Resolution Honoring Master Deputy Terry Tweed



### For 13 Years of Law Enforcement Service and Awarding Him His Badge and Sidearm

**WHEREAS**, Master Deputy Terry Tweed joined the Henderson County Sheriff's Office as a benefit-eligible Deputy on May 1, 2003 and held the ranks of Deputy, Master Deputy, and Senior Investigator; and

**WHEREAS**, Master Deputy Tweed's service and dedication to the Henderson County Sheriff's Office and service, dedication and accomplishments in the field of law enforcement during his 13 years of service are hereby recognized and commended; and

**WHEREAS**, N.C.G.S. 20-187.2 provides that retiring officers of the Henderson County Sheriff's Office may receive, at the time of their retirement, the badge worn or carried by them during their service with Henderson County; and

**WHEREAS**, N.C.G.S. 20-187.2 further provides that the Henderson County Board of Commissioners may, in its discretion, award to a retiring officer the service sidearm of such retiring officer at a price determined by the Board of Commissioners, upon securing a permit as required by N.C.G.S. 14-402 et seq; and

**WHEREAS**, Master Deputy Tweed has served as a member of the Henderson County Sheriff's Office for a period of more than 13 years and retired from the Henderson County Sheriff's Office on December 30, 2016; and

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

1. Sheriff Charles McDonald is hereby authorized in accordance with the provisions of N.C.G.S. 20-187.2 to transfer to Master Deputy Tweed the badge worn by him during his service with the Henderson County Sheriff's Office; and
2. Sheriff McDonald is hereby authorized in accordance with the provisions of N.C.G.S. 20-187.2 to transfer to Master Deputy Tweed his service sidearm at no cost to the officer and upon his securing a permit required by N.C.G.S. 14-402.

**BE IT FURTHER RESOLVED**, that the Henderson County Board of Commissioners recognizes and thanks Master Deputy Tweed for his dedicated service to Henderson County and its citizens.

Adopted this the 6th day of February, 2017.

  
CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



CLERK TO THE BOARD

# Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

PHONE: (828) 697-5595 | FAX: (828) 698-6153

Henderson County Board of Commissioners

1 Historic Courthouse Square, Suite 1

Hendersonville, NC 28792

Thursday, January 26, 2017

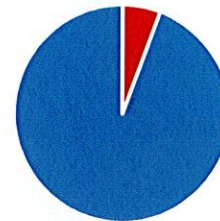
Re: Tax Collector's Report to Commissioners - Meeting Date February 6, 2017

Please find outlined below collections information through January 25, 2017 for the 2016 real and personal property bills mailed on August 8, 2016. Vehicles taxes are billed monthly by NC DMV.

## Henderson County Annual Bills (Real and Personal Property):

<b>2016 Beginning Charge:</b>	<b>\$69,946,881.18</b>
Discoveries & Imm. Irreg.:	\$780,676.09
Releases & Refunds:	<b>(\$636,777.29)</b>
<u>Net Charge:</u>	<u>\$70,090,779.98</u>
Unpaid Taxes:	\$3,988,646.58
<b>Amount Collected:</b>	<b>\$66,102,133.40</b>

**Paid**  
94.31%



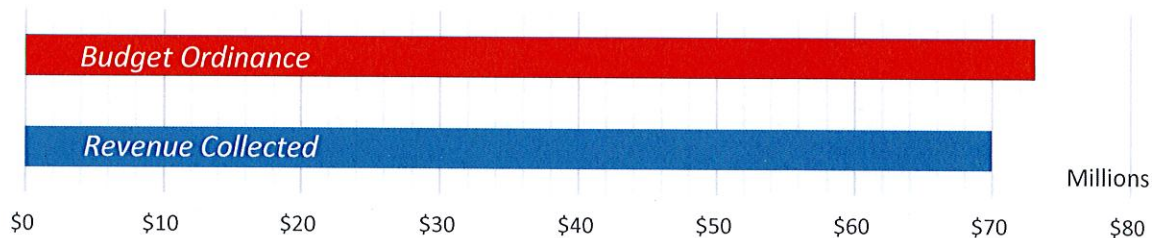
## Henderson County Registered Motor Vehicles (As Collected by NC DMV):

Net Charge:	\$3,146,469.65
Unpaid Taxes:	\$15,817.93
<b>Amount Collected:</b>	<b>\$3,130,651.72</b>

**99.50%**

## Henderson County FY17 Budget Analysis:

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$71,500,676.00	Ad Valorem: \$69,232,785.12
Prior Years:	\$1,575,000.00	Prior Years: \$793,951.16
<b>Budget Total:</b>	<b>\$73,075,676.00</b>	<b>YTD Revenue: \$70,026,736.28</b>



Respectfully Submitted,

Luke Small  
Deputy Tax Collector

Darlene Burgess  
Tax Administrator

# 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

J. MICHAEL EDNEY  
Chairman  
GRADY H. HAWKINS  
Vice-Chairman

CHARLES D. MESSER  
WILLIAM G. LAPSLEY  
THOMAS H. THOMPSON

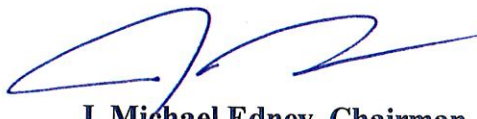
February 6, 2017

Darlene Burgess, Assessor  
HENDERSON COUNTY ASSESSOR'S OFFICE  
200 N. Grove Street, Suite 102  
Hendersonville, N. C. 28792

Dear Mrs. Burgess:

Attached please find tax release requests in the amount of \$3,271.39, and tax refund requests in the amount of \$1,679.27, reviewed at the Henderson County Board of Commissioners' Meeting on Monday, February 6, 2017. All releases and refunds were approved.

Sincerely,



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

JME/tlw

enclosures

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** February 6, 2017  
**SUBJECT:** Pending Releases & Refunds  
**PRESENTER:** Assessor  
**ATTACHMENT:** Pending Release/Refund Combined Report

### SUMMARY OF REQUEST:

The attached pending releases and refunds have been reviewed by the Assessor and, as a result of that review, it is the opinion of the Assessor that these findings are in order. Supporting documentation is on file in the County Assessor's Office.

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

Type:	Amount:
Total Taxes Released from the Charge	\$ 3,271.39
Total Refunds as a Result of the Above Releases	\$ 1,679.27

Faithfully Submitted,



Darlene Burgess  
Tax Administrator

**BOARD ACTION REQUEST:** Consent Approval Requested

**Suggested Motion:** "I move the Board approve the Combined Release/Refund Report as presented."

**NCPTS Pending Release/Refund Report. Wednesday, January 25, 2017\***

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
ADVANCED TECHNICAL FELDING	0000155568-2016-2016-0000	FULL REFUND. BUSINESS CLOSED 12/31/15 PER 2016 LISTING FORM.	(\$49,708)	4121	MHANEY	28 INDUSTRIAL DRIVE HENDERSONVILLE NC 28791 NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$280.85 \$0.00 \$52.19	\$280.85 \$0.00 \$52.19	\$280.85 \$0.00 \$52.19	\$280.85 \$0.00 \$52.19
<b>OWNER TOTAL:</b>												
LARK, DAVID WILLIAM	0002995523-2016-2016-0000	UTILITY TRAILER SOLD. BILL VOIDED. DOCUMENTATION ON FILE.	(\$49,708) (\$700)	4098	HSALTER	168 AZALEA WY HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$6.64 \$0.66 \$1.41	\$6.64 \$0.66 \$1.41	\$333.04 \$3.96 \$0.40 \$0.84	\$333.04 \$3.96 \$0.40 \$0.84
<b>OWNER TOTAL:</b>												
UNN, GREGORY BRIAN	0002807045-2012-2012-0000	2000 LEGACY BOAT COM 20' & MOTOR. PER WILDLIFE INFORMATION OWNERSHIP CHANGED 10/24/2011. DOCUMENTATION ON FILE. BILL VOIDED.	(\$700) (\$5,225)	4128	KATHYS	49 AMBLE LN FLETCHER NC 28732-9597 NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$26.84 \$2.68 \$5.23	\$26.84 \$2.68 \$5.23	\$5.28 \$26.84 \$2.68 \$29.52 \$5.23	\$5.28 \$26.84 \$2.68 \$29.52 \$5.23
<b>OWNER TOTAL:</b>												
	0002807045-2013-2013-0000	2000 LEGACY BOAT COM 20' & MOTOR. PER WILDLIFE INFORMATION OWNERSHIP CHANGED 10/24/2011. DOCUMENTATION ON FILE. BILL VOIDED.	(\$4,960)	4127	KATHYS	49 AMBLE LN FLETCHER NC 28732-9597 NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$25.47 \$2.55 \$4.96	\$25.47 \$2.55 \$4.96	\$0.00 \$25.47 \$2.55 \$28.02 \$4.96	\$0.00 \$25.47 \$2.55 \$28.02 \$4.96
<b>OWNER TOTAL:</b>												
	0002807045-2014-2014-0000	2000 LEGACY BOAT COM 20' & MOTOR. PER WILDLIFE INFORMATION OWNERSHIP CHANGED 10/24/2011. DOCUMENTATION ON FILE. BILL VOIDED.	(\$4,712)	4126	KATHYS	49 AMBLE LN FLETCHER NC 28732-9597 NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$24.20 \$2.42 \$4.71	\$24.20 \$2.42 \$4.71	\$0.00 \$24.20 \$2.42 \$26.62 \$4.71	\$0.00 \$24.20 \$2.42 \$26.62 \$4.71
<b>OWNER TOTAL:</b>												
	0002807045-2015-2015-0000	2000 LEGACY BOAT COM 20' & MOTOR. PER WILDLIFE INFORMATION OWNERSHIP CHANGED 10/24/2011. DOCUMENTATION ON FILE. BILL VOIDED.	(\$4,475)	4125	KATHYS	49 AMBLE LN FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$22.98 \$2.30 \$5.15	\$22.98 \$2.30 \$5.15	\$0.00 \$22.98 \$2.30 \$25.28 \$5.15	\$0.00 \$22.98 \$2.30 \$25.28 \$5.15
<b>OWNER TOTAL:</b>												
<b>ABSTRACT TOTAL:</b>												
<b>ABSTRACT TOTAL:</b>												

\*Adjustments submitted for approval on or before



# ICPTS Pending Release/Refund Report. Wednesday, January 25, 2017\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
JRNSS, JAMES HARLES JR	0002807045-2016-2016-0000	2000 LEGACY BOAT COM 20' & MOTOR. PER WILDLIFE INFORMATION OWNERSHIP CHANGED 10/24/2011. DOCUMENTATION ON FILE. BILL VOIDED.	(\$4,251)	4124	KATHYS	49 AMBLE LN FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$24.02 \$24.02 \$24.02 \$24.02 \$24.02 \$24.02	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$24.02 \$24.02 \$24.02 \$24.02 \$24.02 \$24.02	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$4,251)</b>							<b>ABSTRACT TOTAL:</b>		
	0003081112-2016-2016-0000	2008 TRACKER PT175TXW VOIDED. DOUBLE BILLED ON BILL #2917464	(\$6,070)	4123	KATHYS	122 EDGE WATER LN MILLS RIVER NC 28759	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$34.30 \$34.30 \$34.30 \$34.30 \$34.30 \$34.30	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$34.30 \$34.30 \$34.30 \$34.30 \$34.30 \$34.30	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$6,070)</b>							<b>ABSTRACT TOTAL:</b>		
JTHRIE, MARY ANN	0002862763-2012-2012-0000	MANUFACTURED DOUBLE WIDE OFF OF PROPERTY SINCE 2002. CONFIRMATION BY AERIAL PHOTOS AND PROPERTY VISIT. REFUND FOR VALUE OF DOUBLE WIDE FOR 2012 THRU 2016.	(\$43,500)	4104	JCONNELL	0 SHED QUEENS CREEK DR HORSE SHOE NC 28742	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98	\$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98	\$23.42 \$23.42 \$23.42 \$23.42 \$23.42 \$23.42	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$43,500)</b>							<b>ABSTRACT TOTAL:</b>		
	0002862763-2013-2013-0000	MANUFACTURED DOUBLE WIDE OFF OF PROPERTY SINCE 2002. CONFIRMATION BY AERIAL PHOTOS AND PROPERTY VISIT. REFUND FOR VALUE OF DOUBLE WIDE FOR 2012 THRU 2016.	(\$43,500)	4103	JCONNELL	0 SHED QUEENS CREEK DR HORSE SHOE NC 28742	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98	\$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98	\$23.42 \$23.42 \$23.42 \$23.42 \$23.42 \$23.42	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$43,500)</b>							<b>ABSTRACT TOTAL:</b>		
0002862763-2014-2014-0000	MANUFACTURED DOUBLE WIDE OFF OF PROPERTY SINCE 2002. CONFIRMATION BY AERIAL PHOTOS AND PROPERTY VISIT. REFUND FOR VALUE OF DOUBLE WIDE FOR 2012 THRU 2016.	(\$43,500)	4102	JCONNELL	0 SHED QUEENS CREEK DR HORSE SHOE NC 28742	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98	\$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98 \$1,490.98	\$23.42 \$23.42 \$23.42 \$23.42 \$23.42 \$23.42	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	
	<b>OWNER TOTAL:</b>		<b>(\$43,500)</b>							<b>ABSTRACT TOTAL:</b>		
	0002862763-2015-2015-0000	MANUFACTURED DOUBLE WIDE OFF OF PROPERTY SINCE 2002. CONFIRMATION BY AERIAL PHOTOS AND PROPERTY VISIT. REFUND FOR VALUE OF DOUBLE WIDE FOR 2012 THRU 2016.	(\$41,600)	4101	JCONNELL	161 QUEENS CREEK DR HORSE SHOE NC 28742	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,542.34 \$1,542.34 \$1,542.34 \$1,542.34 \$1,542.34 \$1,542.34	\$1,542.34 \$1,542.34 \$1,542.34 \$1,542.34 \$1,542.34 \$1,542.34	\$23.66 \$23.66 \$23.66 \$23.66 \$23.66 \$23.66	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$41,600)</b>							<b>ABSTRACT TOTAL:</b>		

\*Adjustments submitted for approval on or before





**RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS  
AND AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY  
BY DONATION**

**WHEREAS**, Henderson County owns the ambulances 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 ambulances as surplus and transferring to the Henderson County Rescue Squad via donation as authorized by N.C.G.S. 160A-280; and

**WHEREAS**, it is the intent of the County to donate said surplus property.

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

1. The ambulances itemized on the attached Exhibit B are hereby declared to be surplus property.
2. Henderson County Emergency Medical Services is hereby authorized to transfer by donation, the surplus property described above to the Henderson County Rescue Squad.
3. 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.

**THIS** the 6<sup>th</sup> day of February, 2017.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

BY:   
\_\_\_\_\_  
J. Michael Edney, Chairman

**ATTEST:**

  
\_\_\_\_\_  
Teresa L. Wilson, Clerk to the Board

[OFFICIAL SEAL]

## APPENDIX A

### GENERAL FUND APPROPRIATIONS

Governing Body	\$371,339
Dues & Non-Profit Contributions	475,418
County Manager	439,824
Administrative Services	432,848
Human Resources	671,207
Elections	921,956
Finance	866,530
Assessor	1,736,188
Tax Collections	400,914
Legal	730,616
Register of Deeds	661,353
Facility Services – Facility Services Division	3,380,709
Facility Services – Garage Division	380,064
Court Facilities	190,000
Information Technology	2,837,083
Sheriff	14,759,172
Detention Facility	4,291,499
Emergency Services – Emergency Management Division	471,666
Emergency Services – Fire Marshal Division	731,491
Building Services	925,534
Wellness Clinic	567,213
Emergency Services – Emergency Medical Services Division	6,319,491
Animal Services	596,364
Rescue Squad	281,360
Forestry Services	56,490
Soil & Water Conservation District	329,913
Planning	591,104
Code Enforcement	279,837
Heritage Museum	100,000
Cooperative Extension	398,261
Project Management	238,335
Economic Development	1,492,143
AgriBusiness Henderson County	140,711
Public Health	6,723,985
Public Health – Environmental Health Division	1,111,163
Home & Community Care Block Grant (H&CCBG)	733,648
Medical Services - Autopsies	60,000
Mental Health -- Maintenance of Effort Funding	528,612
Rural Operating Assistance Program (ROAP)	196,095
Social Services	13,362,591
Social Services – Federal & State Programs	7,460,138
Social Services – General Assistance Division	99,074
Juvenile Justice Grant	218,745

Veterans Services	43,416
Public Library	2,934,809
Recreation	1,614,385
Public School System	25,920,000
Blue Ridge Community College	3,387,235
Public Schools Debt Service	8,097,066
Community College Debt Service	2,036,746
General Debt Service	5,933,088
Non-Departmental	260,000
Transfers to Other Funds	2,499,795
<b>TOTAL GENERAL FUND APPROPRIATIONS:</b>	<b>\$130,287,224</b>

**GENERAL FUND REVENUES**

Ad Valorem Taxes	\$73,075,676
Current year general levy	\$71,500,676
Prior year taxes, interest and penalties	\$1,575,000
County share of (local option only) sales taxes	\$20,685,933
Other taxes and licenses	\$1,137,400
Unrestricted intergovernmental revenue	\$60,000
Restricted intergovernmental revenue	\$18,955,086
Permits and fees	\$1,396,200
Sales and services	\$6,671,599
Investment earnings	\$500,000
Other revenues	\$537,478
Transfers from other funds	\$0
Fund balance appropriated	\$7,267,852
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$130,287,224</b>

**RATE OF AD VALOREM PROPERTY TAX LEVY**

The *ad valorem* property tax is levied at the rate of **fifty-six and one half cents (\$ 0.565)** on each one hundred dollars (\$100) of assessed valuation of taxable property, based on a listing date of January 1, 2016.

# 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

J. MICHAEL EDNEY  
Chairman  
GRADY H. HAWKINS  
Vice-Chairman

CHARLES D. MESSER  
WILLIAM G. LAPSLEY  
THOMAS H. THOMPSON

February 6, 2017

Sierra Nevada Brewing Company  
Attn: Lee-Ann Loser, Events Coordinator  
100 Sierra Nevada Way  
Fletcher, NC 28732

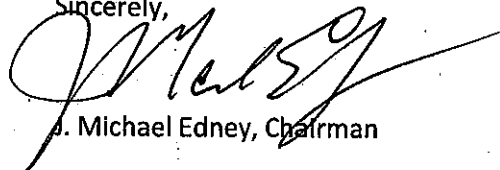
Subject: Burly Beer Fest Shuttle Loading Zone Annex Lot

Dear Ms. Loser:

At their February 6, 2017 regular Board Meeting, the Henderson County Board of Commissioners unanimously approved use of the Courthouse Annex Parking Lot adjacent to Fourth Avenue and Grove Street by Sierra Nevada for their Burly Beer Fest Shuttle bus service on Saturday, April 1, 2017.

We wish you huge success with the event. Please do not hesitate to contact us if we may be of further assistance.

Sincerely,



J. Michael Edney, Chairman

JME/tlw

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, made and entered into this day of Sept. 1<sup>st</sup>, 2016 by and between THE FIRST CHURCH OF THE NAZARENE (hereinafter "Church") and THE COUNTY OF HENDERSON (hereinafter "County");

WITNESSETH

WHEREAS, the parties have hereto been party to a License Agreement whereby the County has been allowed to use certain property owned by the Church (namely, the parking area between the child's buildings and the main branch of the Henderson County Public Library (the "Library"), as a parking area for the staff and patrons of the Library, on the terms stated herein; and,

WHEREAS, the parties wish to continue their existing agreement, on the terms stated below.

NOW, THEREFORE, based upon the foregoing, the Church by these presents does grant unto the said County a license to use the above described property for a term of ten (10) years from this date, subject to the following terms, conditions and understandings:

1. The County's use of said property will be limited to use for charitable, or nonprofit educational, literary, scientific, or cultural purposes which will not change the character of the use of said property from the property's current tax exempt status. Said use more particularly being the use of said property as a parking area for the staff and patrons of the Library.

2. The County's use of said property shall be limited to such times when the Church can reasonably accommodate the County's use, namely those times when the Church is not in need of the said area for Church parking or other Church activities, but in particular, the area may not be used by the County on Sundays.

3. The County shall:

(a) Pay the church annually by September 10<sup>th</sup> for the use of their parking lot in the amount of TEN THOUSAND AND NO/100 DOLLARS, (\$10,000.00).

(b) Provide insurance to cover any liability which may accrue to either the Church or the County as a result of the County's use of said property.

4. The County may terminate this agreement upon one (1) year written notice.

On this the day and year above first written, the parties have caused this Agreement to be executed in duplicate, by their duly authorized representatives, each duplicate to constitute an original.



FIRST CHURCH OF THE NAZARENE

By: Rev. Sherman S. Waters (SEAL)  
President / CEO, Trustee  
SHERMAN S. WATERS

COUNTY OF HENDERSON

By: [Signature]  
~~Thomas H. Thompson~~, Chairman  
Henderson County Board of Commissioners  
**J. Michael Edney**

ATTESTED: Teresa L. Wilson  
Teresa Wilson, Clerk to the Board



STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

### OFFER TO PURCHASE & OPTION AGREEMENT

This **Offer to Purchase & Option** Agreement is between the County of Henderson, North Carolina, a body corporate and politic ("the County"), and Hunting Creek Associates LLC, a North Carolina LLC ("HCA"). This agreement is contingent only upon the approval of the Board of Commissioners of Henderson County.

#### Background Facts:

- A. HCA is the owner in fee simple of real property located at 1008 Fleming Street, within the City of Hendersonville, Henderson County, North Carolina, and is Henderson County REID 112899 ("the Property").
- B. The County is considering acquisition of the Property, and wishes to insure that the Property is not conveyed to a third party prior to the conclusion of its consideration.
- C. The Property is listed for sale at a price of \$800,000.00, and the parties specify that \$800,000.00 is the property's fair market value. Notwithstanding the foregoing, HCA wishes to offer the County and the County desires an option for a period of six (6) months should the County desire to obtain title to the property at a cash sales price of \$500,000.00 and is willing to make a gift to the County of the remaining \$300,000.00 of the value of the Property.
- D. The parties have agreed to the terms stated below, subject only to the approval by the Board of Commissioners of Henderson County.

#### Terms of Option and Agreement:

1. HCA hereby grants to the County the option, if exercised by the County in its sole discretion within six (6) months from the date of approval hereof by the Board of Commissioners of Henderson County, to purchase the Property, and HCA will convey the property to the County if this option is so exercised, in exchange for the total sum of \$805,000.00, to be paid as follows:
  - a. \$5,000.00 upon approval of this Option by the Board of Commissioners of Henderson County.
  - b. \$500,000.00 in cash upon the "date of final closing" (defined below).
  - c. A gift from HCA to the County of a thirty-seven and fifty one-hundredths percent (37.50%) undivided interest in the Property, which the parties stipulate is worth, according to the terms of the stipulation of value referenced above, \$300,000.00. This gift will occur on the "date of final closing" defined below.
2. The "date of final closing" will be set by written notice given to HCA by the County. It will be at least thirty and no more than sixty days after the date of the exercise by the County of the option granted hereby by HCA. If no such written notice is given, then the "date of final closing" shall be the day which is sixty (60) days after the exercise by the County of the option granted herein.

3. At the date of final closing, HCA will execute a North Carolina General Warranty Deed for the Property, in a form substantially similar to the North Carolina Bar Association's Real Property Section General Warranty Deed, in favor of the County.
4. The County will cooperate with HCA in HCA's attempt to obtain an income tax deduction for the amount of donation referenced in paragraph 1.c, above. However, the County cannot and does not insure that such contribution will in fact be treated as deductible against income by the Internal Revenue Service. In the event such contribution is determined to be not deductible against HCA's income, it will be unaffected, and the County will have no liability to HCA as a result.
5. The following provisions, all taken in substance from NC Bar Form 13, shall apply:
  - a. **Evidence of Title:** HCA agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) matters of record existing at the approval date that are not objected to by the County prior to the expiration of the examination period ("Permitted Exceptions"); provided that HCA shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. HCA shall not enter into or record any instrument that affects the Property after the approval date without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed and (c) easements of rights of way of record and city and county *ad valorem* taxes for the year of final closing for such portion thereof after the date of final closing.
  - b. **Title Examination:** After the exercise of the option by the County, the County shall, at the County's expense, cause a title examination to be made of the Property prior to the date of final closing. In the event that such title examination shall show that HCA's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then the County shall notify HCA in writing of all such title defects and exceptions prior to the end of the examination period. HCA shall have until the date upon which HCA gives the County notice of the date of final closing (said date being ninety (90) days prior to the date of prior closing, pursuant to Paragraph 2 hereof) to cure said noticed defects. If HCA does not cure the noticed defects or objections by the date which is ninety (90) days prior to the date of final closing as stated in Paragraph 2, above, then the County may terminate this Agreement and receive a return of all money paid into Escrow pursuant to Paragraph 1.a, above, including accumulated interest. It is specifically not a condition precedent to the County's obligation to perform that HCA cure any title defects and exceptions which are not reported prior to the expiration of the examination period.
  - c. **Inspections:** During the examination period, the County, its agents or representatives, at the County's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, and surveying the Property. The County shall conduct all such on-site inspections, examinations, soil boring and other testing, and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by the County's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with HCA's or any tenant's use and enjoyment of the Property. In that respect, the County shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon HCA's request, the County shall provide to HCA evidence of general liability insurance. The County shall also have a right to review and inspect all contracts or other agreements affecting or related directly to

the Property (not the business operated thereon) and shall be entitled to review such books and records of HCA that relate directly to the operation and maintenance of the Property (excluding financial records of the business operated thereon), provided, however, that the County shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case the County shall obtain their agreement to maintain such confidentiality. The County assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold HCA harmless from any damages resulting there from. This indemnification obligation of the County shall survive the Closing or earlier termination of this Agreement. The County shall, at the County's expense, promptly repair any damage to the Property caused by the County's entry and on-site inspections.

- d. **Environmental:** HCA represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). HCA has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. Should the results of the testing of the Property by the County pursuant to Paragraph 5.c, above, indicate the presence of hazardous or toxic waste or substances, the County shall, prior to the end of the examination period, report the same to HCA in writing of the contents of the report. HCA shall have until the date upon which HCA gives the County notice of the date of final closing (said date being ninety (90) days prior to the date of prior closing, pursuant to Paragraph 2 hereof) to cure only the presence of such hazardous or toxic waste or substances which are reported in writing prior to the expiration of the examination period. If HCA does not cure said presence reported as required by this subparagraph by the date which is ninety (90) days prior to the date of final closing as stated in Paragraph 2, above, then the County may terminate this Agreement and receive a return of all money paid into Escrow pursuant to Paragraph 1.a, above, including accumulated interest. It is specifically not a condition precedent to the County's obligation to perform that HCA cure such presence which is not reported prior to the expiration of the examination period.
- e. **Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by HCA. Except as to maintaining the Property in its same condition, HCA shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.
- f. **Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in

person or deposited in the United States mail, registered or certified, return receipt requested, addressed to:

i. For HCA:

Mr. Charles M. Fulenwider  
Post Office Box 821  
Morganton, NC 28655

ii. For the County:

Mr. Steve Wyatt  
Henderson County Manager's Office  
1 Historic Courthouse Square, Suite 2  
Hendersonville, NC 28792

With copy to:

Mr. Charles Russell Burrell  
Office of the County Attorney  
1 Historic Courthouse Square, Suite 5  
Hendersonville, NC 28792

- g. **Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.
- h. **Enforceability:** This Agreement shall become a contract when a signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in paragraph 5.f, above, is not required for effective communication for the purposes of this paragraph. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.
- i. **HCA Knowledge:** HCA has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.
- j. **Compliance:** To HCA's actual knowledge, (i) HCA has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which HCA is a party or by which HCA or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and HCA is not aware of any facts which might result in any such action, suit or other proceeding.
- k. **Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. HCA shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to the County such other documents and instruments, and take such

other action as Buyer may reasonably request or as may be necessary to more effectively transfer to County the Property described herein in accordance with this Agreement.

1. **Tax-Deferred Exchange:** In the event HCA desires to effect a tax-deferred exchange in connection with the conveyance of the Property, the County agrees to cooperate in effecting such exchange; provided, however, that HCA party shall be responsible for all additional costs associated with such exchange, and provided further, that the County shall not assume any additional liability with respect to such tax-deferred exchange. The parties shall execute such additional documents, at no cost to the County, as shall be required to give effect to this provision.
- m. **Brokers:** Except as expressly provided herein, the parties agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to the County. The parties represent and warrant to each other that they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction.
- n. **Entire Agreement; No Third Party Beneficiaries:** This Agreement is the entire agreement between the Parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.
- o. **County Representations:** With the execution hereof and the approval of the Agreement by the Board of Commissioners the County represents and warrants that it has complied with the North Carolina Budget and Fiscal Control Act, the North Carolina Open Meetings Law, and the North Carolina Public Records law in considering and approving this Agreement.
- p. **Interpretation:** No provision of this agreement shall be interpreted for or against any party because that party or that party's agent or legal representative drafted the agreement or a particular provision, and the parties hereby unconditionally waive such defense or claim regarding this agreement. This stipulation may be used in court regarding any claims or defenses based on this agreement.
- q. **Representation by the Signors hereof:** All persons executing this Agreement represent that each has been duly authorized to sign this Agreement in the capacity indicated, and that this Agreement shall be final and binding once approved by the Board of Commissioners.


---

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signed, this the \_\_\_\_\_ day of February, 2011.

Seller:

HUNTING CREEK ASSOCIATES, LLC

By:   
CHARLES M. FULENWIDER, Member/Manager

Buyer:

COUNTY OF HENDERSON

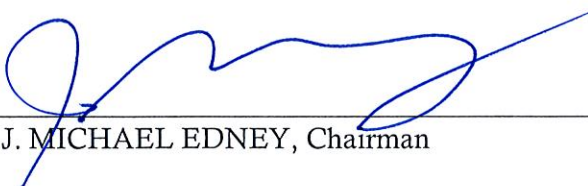
By:   
Chairman of the Board of Commissioners

.....  
APPROVAL BY BOARD OF COMMISSIONERS

This is to certify that the foregoing Agreement has been approved, adopted and ratified by the Board of Commissioners of Henderson County, the date and year shown below.

This the 6th day of February, 2017.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By:   
J. MICHAEL EDNEY, Chairman

Attest:

  
TERESA L. WILSON, Clerk to the Board





Prepared By and Return To:  
Van Winkle Law Firm (KRS)  
PO Box 7376  
Asheville, NC 28802

### **TERMINATION OF DEVELOPMENT AGREEMENT**

**THIS TERMINATION OF DEVELOPMENT AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between McElrath Carolina Investments, LLC, a North Carolina limited liability company ("McElrath"), and the County of Henderson, a North Carolina body politic (the "County").

#### **RECITALS:**

**WHEREAS**, Seven Falls, LLC and Mountain Development Company, LLC (collectively the "Developer") entered into that certain Development Agreement with the County dated May 15, 2008 and recorded in Book 1390, at Page 304 of the Henderson County, North Carolina Register of Deeds (the "Development Agreement").

**WHEREAS**, the property subject to the Development Agreement is described in the Development Agreement and is shown on Exhibit A thereof (the "Property").

**WHEREAS**, the Development Agreement sets forth, among other things, certain requirements for the development of the Property as a single family residential subdivision containing approximately 700 single family lots, 164 townhomes, 24 lodge and Inn rooms, and 36 condominiums known as "Seven Falls Golf & River Club" (collectively the "Subdivision").

**WHEREAS**, the Property, including the declarant rights of the Developer, were pledged as collateral for certain loans of the Developer.

**WHEREAS**, the Developer defaulted under the Development Agreement and the loans secured by the Property.

**WHEREAS**, the Subdivision was never completed.

**WHEREAS**, McElrath, as the holder of a deed of trust on the remaining Property, subsequently foreclosed its deed of trust and now owns the remaining Property and holds the declarant rights for the purpose of transferring such declarant rights to another person or entity as set forth in that certain Request for Transfer of All Special Declarant Rights and Declaration of Intention to Hold Special Declarant Rights Solely for Transfer to Another Person or Entity dated July 8, 2016 and recorded in Book 2857, at Page 15 of the Henderson County, North Carolina Register of Deeds.

**WHEREAS**, the Development Agreement, if it was in effect, would run with the land and be binding on successors in the ownership of the Property, per the terms of the Development Agreement.

**WHEREAS**, the County and McElrath are desirous of confirming that the Development Agreement, in accordance with its terms, expired and terminated on February 28, 2013 and due to the fact that the Subdivision was never completed such that there are no Development Agreement benefits and burdens to run with the land.

**WHEREAS**, the parties agree that any future development of the Property, if such development meets the statutory standards for a development agreement, would require a new development agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein set forth and for Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto mutually agree as follows:

1. That the Development Agreement has been and is hereby confirmed to have expired and is terminated and of no further force and effect, and neither the County nor McElrath, nor any successors in interest, shall have any further obligation or liability to the other under the terms of the Development Agreement.
2. This Agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SIGNATURE AND NOTARY ACKNOWLEDGEMENTS FOLLOW

**McElrath:**

McElrath Carolina Investments, LLC

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

\_\_\_\_\_ as \_\_\_\_\_ of McElrath Carolina Investments,  
LLC

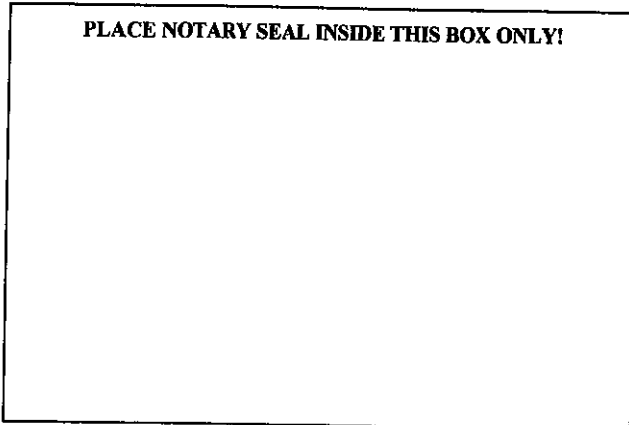
Date: \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

PLACE NOTARY SEAL INSIDE THIS BOX ONLY!





**County:**

Henderson County

By: Steve Wyatt (SEAL)

Name: Steve Wyatt

Its: County Manager

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Steve Wyatt as County Manager of Henderson County

Date: 2/6/2017

Joanne Martin Hinson  
Notary Public

Joanne Martin Hinson  
(Printed Name of Notary)

My Commission Expires: May 23, 2018

PLACE NOTARY SEAL INSIDE THIS BOX ONLY!

JOANNE MARTIN HINSON  
Notary Public, North Carolina  
Henderson County  
My Commission Expires  
May 23, 2018

CITY COUNCIL:  
BARBARA G. VOLK  
Mayor  
STEVE CARAKER  
Mayor Pro Tem  
RON STEPHENS  
JERRY A. SMITH, JR.  
JEFF MILLER

# CITY OF HENDERSONVILLE

*The City of Four Seasons*

OFFICE OF THE CITY MANAGER  
JOHN F. CONNET

OFFICERS:  
JOHN F. CONNET  
City Manager  
SAMUEL H. FRITSCHNER  
City Attorney  
TAMMIE K. DRAKE  
City Clerk

January 30, 2017

Mr. Steve Wyatt  
County Manager  
County of Henderson  
1 Historic Courthouse Square, Suite 2  
Hendersonville, NC 28792

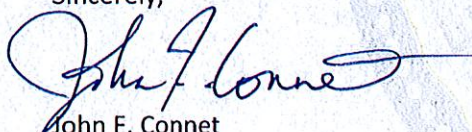
Dear Mr. Wyatt,

The City of Hendersonville has received a water system expansion request from Camp Judea on Highway 64 East. The expansion request includes the extension of a six-inch water pipe 416 linear feet and the installation of a new fire hydrant. The expansion will be funded by Camp Judea and will serve three new facilities on the Camp's property. It is our understanding that the proposed building expansions were approved by Henderson County on June 27, 2016.

Hendersonville Water and Sewer has the capacity to support this expansion and associated connections. Therefore, staff is recommending approval of the project contingent upon final approval of construction plans and specifications by the Water and Sewer Department. This matter will be considered by the Hendersonville City Council at their regular meeting on February 9, 2017.

I would request that you share this information with the Henderson County Board of Commissioners. If you have any questions or need additional information, please feel free to contact me at (828) 233-3201.

Sincerely,



John F. Connet  
City Manager

# Camp Judaea Waterline Extension



## Legend

Water Extension A

Water Extension B

COH Waterline

Street

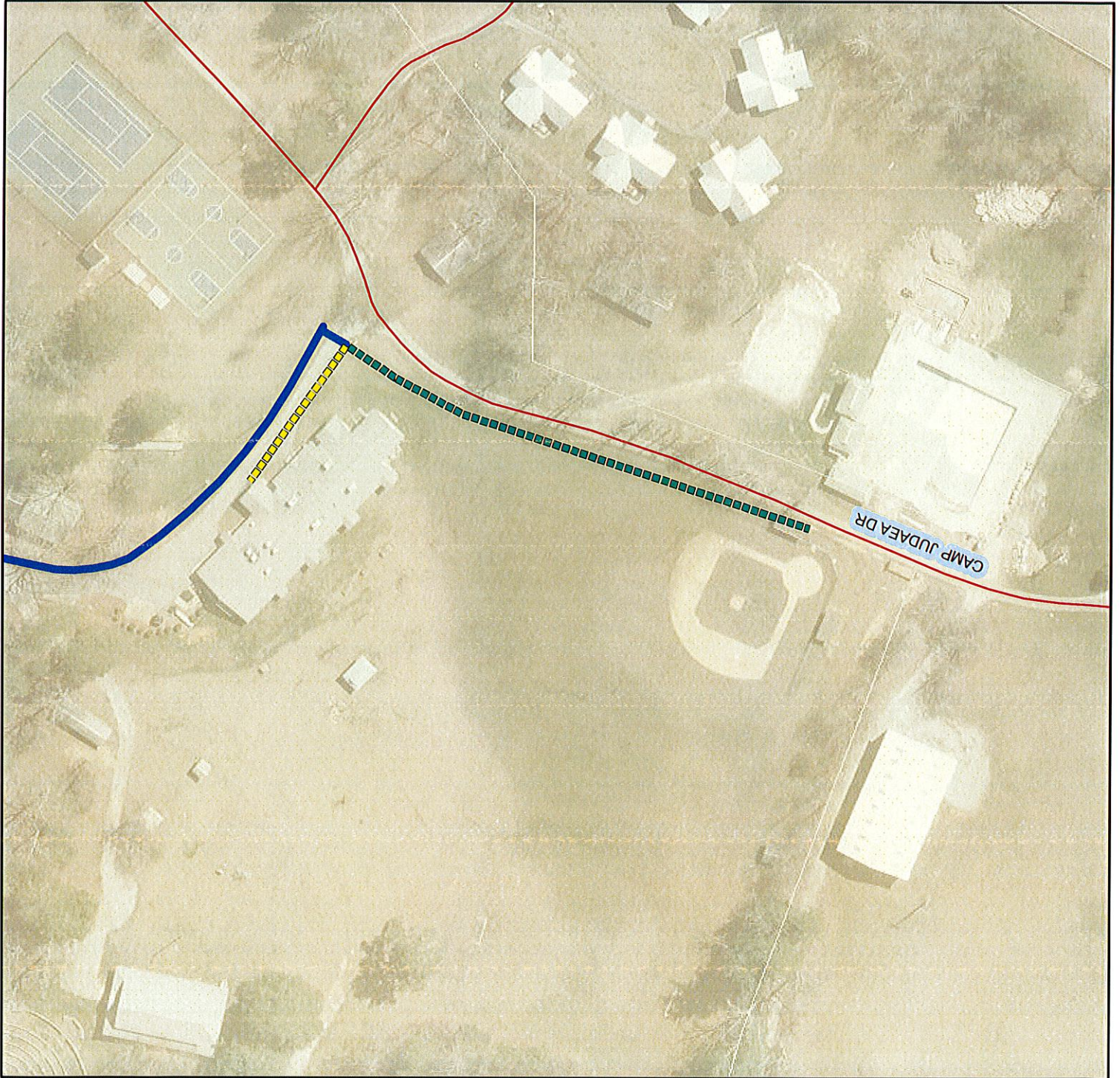
Rural Transition Area



1 inch = 100 feet

Owner: CJ Property Inc.  
Zoning: R2R

Map created by  
Henderson County  
Planning Department  
02/01/2017



**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



Department: Environmental Health

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115512 553000</u>	<u>C/O - Vehicle (2)</u>	<u>\$42,225</u>

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

Account	Line-Item Description	Amount
<u>114990 401000</u>	<u>Fund Balance Appropriated</u>	<u>\$42,225</u>

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

Represents new vehicles needed for 2 new environmental health specialist positions if approved by Commissioners. 2WD sedan for food and lodging program estimated at \$19,600. 4WD single cab truck for onsite waterwater program estimated at \$22,625.

\_\_\_\_\_  
Authorized by Department Head

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*For Budget Use Only*

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

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

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

EASEMENT

NORTH CAROLINA  
HENDERSON COUNTY

Prepared By: Rebecca Pittman  
Return To: Duke Energy Carolinas  
957 Spartanburg Hwy  
Hendersonville, NC 28792

THIS EASEMENT ("Easement") is made this 6<sup>th</sup> day of February, 2017 ("Effective Date"), from COUNTY OF HENDERSON, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, ("GRANTOR," whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Hendersonville Township, described as follows: PIN# 9578-94-9055, containing 3.33 acres, more or less and being the land described in a deed from The Trustees of Blue Ridge Community College to County of Henderson, dated August 8, 2016, recorded in Deed Book 1674, Page 535, and also shown as Lot 1, 3.33 acres, on a plat dated March 17, 2016, entitled "Special Subdivision survey of a portion of the property owned by Blue Ridge Technical Institute also known as Blue Ridge Community College", recorded in Plat Slide 10120, all Henderson County Registry, (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.



TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

COUNTY OF HENDERSON, NORTH CAROLINA,  
a public body politic and political subdivision of the  
State of North Carolina-

By: [Signature]  
J. Michael Edney, Chairman,  
Board of Commissioners

ATTEST:

[Signature]  
Teresa L. Wilson, Clerk  
Board of Commissioners



(Affix Official Seal)

NORTH CAROLINA, Henderson COUNTY

I, JoAnne Martin Hinson, a Notary Public of Henderson County, North Carolina, certify that Teresa L. Wilson personally appeared before me this day and acknowledged that she is Clerk of the Board of Commissioners for the County of Henderson, North Carolina, and that by authority duly given and as the act of said County, the foregoing EASEMENT was signed in its name by J. Michael Edney, Chairman of the Board of Commissioners, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and notarial seal, this 6th day of February, 2017.

JOANNE MARTIN HINSON  
Notary Public, North Carolina  
Henderson County  
My Commission Expires  
May 23, 2018

[Signature]  
Notary Public  
My commission expires: May 23, 2017

CONSENT OF LESSEE

The premises described as "Lot 1, 3.33 acres" in the foregoing Easement is subject to that certain lease dated December 1, 2016 between The COUNTY OF HENDERSON, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor/Landlord, and THE TRUSTEES OF BLUE RIDGE COMMUNITY COLLEGE, a body corporate which has general control and supervision of matters related to Blue Ridge Community College, and HENDERSON COUNTY BOARD OF PUBLIC EDUCATION, a body corporate which as general control and supervision of all matters pertaining to the public schools in Henderson County, as Lessee/Tenant, recorded in Deed Book 1691 at Page 666 in the Henderson County Registry (the "Lease"). The undersigned Lessee has joined in the execution of this Easement for the sole purpose of consenting to the Easement granted therein.

THE TRUSTEES OF BLUE RIDGE COMMUNITY COLLEGE

By: \_\_\_\_\_  
Title: John C. McCormick, Jr. CHAIRMAN

ATTEST:

BY: \_\_\_\_\_

Title: Molly Parkhill, Board Secretary

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is Board Secretary to the Trustees of Blue Ridge Community College and that by authority duly given and as the act of said Board, the foregoing EASEMENT was signed in its name by John C. McCormick, Jr, Chairman of the Board of the Trustees of Blue Ridge Community College, and attested by \_\_\_\_\_ as its Clerk.

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

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

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

CONSENT OF LESSEE

The premises described as "Lot 1, 3.33 acres" in the foregoing Easement is subject to that certain lease dated December 1, 2016 between The COUNTY OF HENDERSON, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor/Landlord, and THE TRUSTEES OF BLUE RIDGE COMMUNITY COLLEGE, a body corporate which has general control and supervision of matters related to Blue Ridge Community College, and HENDERSON COUNTY BOARD OF PUBLIC EDUCATION, a body corporate which as general control and supervision of all matters pertaining to the public schools in Henderson County, as Lessee/Tenant, recorded in Deed Book 1691 at Page 666 in the Henderson County Registry (the "Lease"). The undersigned Lessee has joined in the execution of this Easement for the sole purpose of consenting to the Easement granted therein.

HENDERSON COUNTY BOARD OF PUBLIC EDUCATION

By: \_\_\_\_\_  
Title: AMY LYNN HOLT, BOARD CHAIRMAN

ATTEST:

BY: \_\_\_\_\_

Title: \_\_\_\_\_ Board Secretary

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NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that (s)he is Board Secretary to the Henderson County Board of Public Education and that by authority duly given and as the act of said Board, the foregoing EASEMENT was signed in its name by Amy Lynn Holt, Chairman of the Board of Henderson County Board of Public Education, and attested by \_\_\_\_\_ as its Clerk.

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

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

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

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON COUNTY

BEFORE THE HENDERSON COUNTY  
BOARD OF COMMISSIONERS

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**IN THE MATTER OF THE ADVERTISEMENT OF TAX LIENS**

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**ORDER**

Having received the report of the Henderson County Tax Collector dated January 27, 2017, which report indicates that there exist unpaid taxes for Tax Year 2016 of \$3,988,646.58, it appears to the Board of Commissioners of Henderson County and the Board so finds that it is appropriate and necessary to advertise, pursuant to N.C. Gen. Stat. §105-369, Tax Liens on Real Property for Failure to Pay Taxes.

WHEREFORE, IT IS ORDERED that the Henderson County Tax Collector proceed to advertise the tax liens pursuant to N.C. Gen. Stat. §105-369.

Unanimously adopted, this 6<sup>th</sup> day of February 2017.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

J. MICHAEL EDNEY, Chairman

Attest:

A circular seal of Henderson County, North Carolina, featuring a central emblem and the text "HENDERSON COUNTY, NORTH CAROLINA" around the perimeter.  
Handwritten signature of Teresa L. Wilson in blue ink.  
TERESA L. WILSON, Secretary to the Board





# ESTIMATE

720B North Grove Street  
Hendersonville, NC 28792  
Phone: (828) 697-9598

ESTIMATE	DATE
Etowah Park Concession Stand Addition	12/30/16

**TO**

David Berry  
828-850-1056  
dberry@hendersoncountync.org

Project Description	AMOUNT
<b>Etowah Park Concession Stand Addition</b> Remove existing concession window and a portion of wall below the window. Construct new front and end walls with 8" block filled with perlite approximately 8'x20' on new footings. Construct new ceiling framing and insulate new ceiling with R38 Batt insulation and drywall ceiling. Furnish and install new sliding window. Paint as requested.	23,550.00
<i>Thank you for your business!</i>	<b>Total</b> <b>\$23,550.00</b>

If you have any questions about this estimate, please contact our office at (828) 697-9598 or melissa@dunlapconstructionnc.com

**Chapter 48**  
**Minimum Housing Code**  
**Article I – Administration**

**[HISTORY: Adopted by the Board of Commissioners of Henderson County.]**

**§48-1. General**

- A. Title. These regulations shall be known as the Henderson County Minimum Housing Code, hereinafter referred to as "this Code."
- B. Purpose. The purpose of this Code is to establish and enforce minimum requirements for the protection of the life, health, welfare, safety, and property of the general public and the owners and occupants of places of human habitation.
- C. Scope. The provisions of this Code shall apply to all existing rental dwellings and constitute minimum requirements and standards for: premises, structures, equipment and facilities for living conditions, safety from fire and other hazards, and for safe and sanitary maintenance. The provisions shall also constitute minimum requirements and standards for the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties. Demountable units such as manufactured homes shall be subject to the North Carolina Regulations for Manufactured Homes and other applicable provisions of this Code.
- D. Intent. This Code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with the North Carolina Building Code.
- E. Severability. If a section, subsection, sentence, clause or phrase of this Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

**§ 48-2. Applicability**

- A. General. The provisions of this Code shall apply to all matters affecting or relating to structures and premises, as set forth in Section 48-1. Where, in a specific case, different sections of this Code specify different requirements, the most restrictive shall govern.
- B. Maintenance. Equipment, systems, devices and safeguards required by this Code or a previous regulation or Code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and premises.
- C. Application of other Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the North Carolina Building Code. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the Henderson County Land Development Code, Nuisance Ordinance, and Solid Waste Ordinance.
- D. Existing remedies. The provisions in this Code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary.
- E. Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this Code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.
- F. Historic buildings. The provisions of this Code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by

services as appropriate.

**§48-5. Approval**

- A. **Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Code official shall have the authority to grant modifications for individual cases, provided the Code official shall first find that special individual reason makes the strict letter of this Code impractical and the modification is in compliance with the intent and purpose of this Code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.
- B. **Alternative materials, methods and equipment.** The provisions of this Code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this Code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire resistance, durability and safety.
- C. **Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this Code, or evidence that a material or method does not conform to the requirements of this Code, or in order to substantiate claims for alternative materials or methods, the Code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.
- D. **Test methods.** Test methods shall be as specified in this Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Code official shall be permitted to approve appropriate testing procedures performed by an approved agency.
- E. **Test reports.** Reports of tests shall be retained by the code official for the period required for retention of public records.
- F. **Material and equipment reuse.** Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved.

**§ 48-6. Violations and Penalties**

- A. **Unlawful acts.** Any person who violates this Code, or who permits a violation to exist on the premises under his/her control, or fails to take action to abate the existence of the violation(s) within a specified time frame, when ordered or notified to do so by the Code official, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided by law.
- B. **Notice of violation.** The Code official shall serve a notice of violation and/or compliance order in accordance with Section 48-7.
- C. **Violation penalties.** Violations of this Code shall be prosecuted under Henderson County Code Chapter I, Article II, 1-14 Violations and Penalties. Each day of violation constitutes a separate offense.
- D. **Civil Remedies.** In the event of a violation or threat of violation of this Ordinance, the Code official, through the County Attorney may take appropriate action to enforce this Ordinance, including application for injunctive relief, action to compel performance, or other appropriate action in court, if necessary, to prevent, restrain, correct, or abate such violations or threatened violations. The Code official, through the County Attorney, enforcing provisions of this Code may seek costs and expenditures, including staff time and attorneys' fees. An action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
- E. **Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

- foundation, that partial or complete collapse is possible.
- (2) Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator (apartments), moving stairway (apartments), electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.
  - (3) Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the Code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, because the location of the structure constitutes a hazard to the occupants of the structure or to the public or if it appears to the Code official to be in such dilapidated condition as to cause or contribute to blight, disease, vagrancy, fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities which would constitute a public nuisance.
  - (4) Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.
- B. Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the Code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to attract a public nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the Code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.
- C. Notice. Whenever the Code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place outside of the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 48-7.C. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 48-7.C
- D. Placarding. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the Code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.
- (1) Placard removal. The Code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the Code official shall be subject to the penalties provided by this Code.
- E. Prohibited occupancy. Any occupied structure condemned and placarded by the Code official shall be vacated as ordered by the Code official. Any person who shall occupy a placarded premise or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premise or operate placarded equipment shall be liable for the penalties provided by this Code.

#### § 48-9. Emergency Measures

- A. Imminent danger. When, in the opinion of the Code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the Code official is hereby



- I. Notice of Decision. The written decision of the Board of Adjustment shall be issued within 45 calendar days following the hearing. Unless otherwise provided by law, the decision of the Board of Adjustment shall constitute the final decision.
- J. Further Appellate Rights. Any party aggrieved by a final decision is entitled to judicial review of the decision. A petition for a writ of certiorari by the party must be filed with the Court of Appeals not more than 30 calendar days after the party receives the written decision from the Board of Adjustment.

**§ 48-12 Through 48-20. (Reserved)**

**Article II — Definitions and Duties**

**§ 48-21. General**

- A. Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings shown in this section.
- B. Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.
- C. Terms defined in other codes. Where terms are not defined in this Code and are defined in the North Carolina Building Code, North Carolina Fire Prevention Code, Henderson County Land Development Code, North Carolina Plumbing Code, North Carolina Mechanical Code, North Carolina Existing Building Code or the North Carolina Electrical Code, such terms shall have the meanings ascribed to them as in those codes.
- D. Terms not defined. Where terms are not defined through the methods authorized by this Article, such terms shall have ordinarily accepted meanings such as the context implies.
- E. Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit" "housekeeping unit" or "story" are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof."

**§ 48-22. Definitions**

The following terms are defined for purposes of this chapter:

- (1) Appellant - One who appeals a judicial decision.
- (2) Approved - Approved refers to approval by the Code official as the result of investigation and tests conducted by him or her, and/or by reason of accepted principles or tests by nationally recognized organizations.
- (3) Basement. - That portion of a building which is partly or completely below grade.
- (4) Bathroom Group - A group of fixtures, including or excluding a bidet, consisting of a water closet, lavatory, and bathtub or shower. Such fixtures are located on the same floor level.
- (5) Bedroom - Any room or space used or intended to be used for sleeping purposes.
- (6) Code Official - The official who is charged with the administration and enforcement of this code, or any duly authorized representative.
- (7) Condemn - To judge unfit for occupancy.
- (8) Court - A space, open and unobstructed to the sky, located at or above grade level on a lot and bounded on three or more sides by walls or a building.
- (9) Dead Load - The weight of materials of construction incorporated into the building, including but not limited to walls, floors, ceilings, stairways, built-in partitions, finishes, cladding, and other similarly incorporated architectural and structural items, and fixed service equipment.
- (10) Department - The department responsible for the administration and enforcement of this Code.
- (11) Deteriorated - A dwelling unit that is unfit for human habitation and can be repaired, altered, or improved to comply with all of the minimum standards established by this Chapter, at a cost not in excess of 50 percent of its value, as determined by the findings of the Code official.
- (12) Dilapidated - A dwelling unit that is unfit for human habitation and can be repaired, altered, or improved to comply with all of the minimum standards established by this Chapter, at a cost of more than 50 percent of its value, as determined by the findings of the Code official.
- (13) Dwelling Unit - A single unit providing complete, independent living facilities for one or more

- thereon.
- (34) Public Nuisance - Any activity or failure to act that adversely affects the public and shall include, but is not limited to, any condition which poses an immediate and direct hazard to human health if left unheeded due to the existence of the condition itself or due to the immediate threat of transmission of disease through insects, animals, or other means of transmission or infections.
  - (35) Public Way - Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use and that has a clear width and height of not less than ten feet.
  - (36) Putrescible - Solid waste capable of being decomposed by microorganisms including, but not limited, to kitchen waste.
  - (37) Rooming House - A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.
  - (38) Rooming Unit - Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.
  - (39) Rubbish - Solid or liquid waste from residences.
  - (40) Strict Liability Offense - An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.
  - (41) Structure - That which is built or constructed or a portion thereof.
  - (42) Tenant - A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.
  - (43) Toilet Room - A room including or excluding a bidet and or urinal, containing a water closet, lavatory but not a bathtub or shower.
  - (44) Ventilation - The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.
  - (45) Workmanlike - Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.
  - (46) Yard - An open space, other than a court, unobstructed from the ground to the sky, except where specifically provided by this Code, on the lot on which a building is situated.

#### **§48-23. Duties of Owner**

Upon the receipt of a notice of violation from a Code Official, the Owner shall:

- A. Attend a meeting at the Dwelling Unit with the Code Official, on a date and at a time set by the Code Official (to be during the County's regular business hours), upon Telephonic Notice or written notice of the same given by the Code Official. The meeting shall be held upon not less than (i) five (5) business days' notice for non-emergency violations as designated by the Code Official, or (ii) upon reasonable notice under the circumstances (but not less than twenty-four (24) hours), for emergency violations designed by the Code Official.
- B. Remedy violations of the Minimum Housing Code within (i) ten (10) business days of the meeting with the Code Official required in §48-23A., above, unless the Code Official has designated the violation as an emergency.
- C. Remedy violations of the Minimum Housing Code within a reasonable time (not less than twenty-four (24) hours) set by the Code Official in situations designated by the Code Official as an emergency.
- D. Provide the Code Official with a means of telephonic contact by which the Code Official can actually contact the Owner.

#### **§48-24. Duties of Tenant**

The Tenant shall have the following duties under this Chapter:

- A. To meet with the Code Official, during the County's normal business hours, upon not less than twenty-four (24) hours' Telephone Notice from the Code Official, on the Premises.
- B. To allow the Owner or the Owner's agent access to the Premises and Dwelling Unit during reasonable times to remedy violations under this Chapter. Notice to the Tenant of the date and time of the access shall be given by the Code Official by Telephonic Notice.
- C. To provide the Code Official with a means of telephonic contact by which the Code Official can

- B. Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.
- C. Single occupant. The occupant of a one-family dwelling or of a single-tenant structure shall be responsible for extermination on the premises.
- D. Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, townhouse, a rooming house or a structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.
- E. Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.
  - (1) Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

**§ 48-39. Through 48-40. (Reserved)**

**Article IV - Light, Ventilation and Occupancy Limitations**

**§ 48-41. General**

- A. Scope. The provisions of this section shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.
- B. Responsibility. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this section.
- C. Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the North Carolina Building Code shall be permitted.

**§ 48-42. Light**

- A. Habitable spaces. Every habitable space shall have at least one window facing directly to the outdoors or to a court to permit natural lighting.
  - (1) Exception: Where natural light for rooms or spaces without exterior windows or glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 5 square feet. The exterior window area shall be based on the total floor area being served.
- B. Common halls and stairways. Every common hall, ingress, egress and stairway in residential occupancies, other than in 1 and 2 family dwellings, shall be lighted at all times with at least a 60 watt standard incandescent light bulb (or fluorescent equivalent) provided that the spacing between lights shall not be greater than 30 feet.

**§ 48-43. Ventilation**

- A. Habitable spaces. Every habitable space shall have at least one open able window to permit natural ventilation.
  - (1) Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet. The ventilation openings to the outdoors shall be based on a total floor area being ventilated.
- B. Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 48-43.A. except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall

shall be supplied with hot or tempered and cold running water in accordance with the North Carolina Plumbing Code.

- B. Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
- C. Water Heating Facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of hot water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

**§ 48-56. Sanitary Drainage System**

- A. General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Septic systems should be properly maintained so as not to cause failure.
- B. Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

**§ 48-57. Through 48-60. (Reserved)**

**Article VI - Mechanical and Electrical Requirements**

**§ 48-61. General**

- A. Scope. The provisions of this section shall govern the minimum mechanical and electrical facilities and equipment to be provided.
- B. Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this section.

**§ 48-62. Heating Facilities**

- A. Facilities Required. Heating facilities shall be provided in structures as required by this section.
- B. Residential Occupancies. Dwellings shall be provided with a permanently installed heating facilities system capable of \_\_\_\_\_ maintaining a room temperature of 65°F (18.33°C) during the heating season. Cooking —appliances shall not be used to provide space heating to meet the requirements of this section. For the purpose of this Article, the "heating season" is defined as the period between October 1 of each year and the following March 30. The Code Official shall have no responsibility to determine which of the Owner or the Tenant has the obligation to provide fuel (or electricity) for the heating system. The Code Official's sole responsibility in this regard is the determination of whether the mechanical heating system permanently installed is operable if provided with fuel (or electricity, as the case may be).
- C. Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 65°F (18.33°C) in all habitable rooms.
  - (1) Exceptions: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

**§ 48-71. General**

- A. **Scope.** The provisions of this section shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.
- B. **Responsibility.** The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this section.

**§ 48-72. Means of Egress**

- A. **General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure outside to the public way. Means of egress shall comply with the North Carolina Fire Prevention Code.
- B. **Aisles.** The required width of aisles in accordance with the North Carolina Fire Prevention Code shall be unobstructed.
- C. **Locked Doors.** All means of egress doors shall be readily operable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the North Carolina Building Code.
- D. **Emergency Escape Openings.** Required emergency escape openings shall be maintained in accordance with the Code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the Code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

**§ 48-73. Fire-Resistance Ratings**

- A. **Fire-Resistance-Rated Assemblies.** The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.
- B. **Opening Protective.** Required opening protective shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

**§ 48-74. Fire Protection Systems**

- A. **General.** All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the North Carolina Fire Prevention Code.
- B. **Smoke Alarms.** Single or multiple-station smoke alarms shall be installed and maintained per the following:
  - (1) Residences constructed prior to June 30, 1999 shall have one battery operated smoke alarm for each floor of the dwelling unit.
  - (2) Residences constructed on or after June 30, 1999 shall have one smoke alarm in each bedroom, one smoke alarm within 10 feet of every sleeping area, and at least one smoke alarm on each floor, including basements, but not including crawl spaces and uninhabitable attics. Such smoke alarms shall be electrically operated with a battery backup power source.
  - (3) All residential dwelling units shall maintain required smoke alarm and fire protection systems required by the N.C. State Building Code applicable at the time of construction or otherwise applicable State law or regulation.
  - (4) For rental dwelling units, the owner shall provide the required smoke alarms, consistent with this ordinance and state law. This shall include functioning smoke alarms with the initial occupancy by a tenant. Tenants shall be required to maintain the batteries for smoke alarms as required by state law.
- C. **Power source.** When an electrical power source is required, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a