

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
WEDNESDAY, AUGUST 20, 2014**

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

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

Also present were: PIO Kathryn Finotti & Assistant Engineer Natalie Berry (video-taping), Finance Director J. Carey McLelland, Engineer Marcus Jones, Assistant Assessor Ed Parker, Delinquent Tax Collector Lee King, Director of Business and County Development John Mitchell, HR Director Jan Prichard, Property Addressing Coordinator Curtis Griffin, Fire Marshal Rocky Hyder, Planning Director Autumn Radcliff, Budget Analyst Megan Powell, and Deputy Mitchell Jacobsen as security.

Absent were: Commissioner Larry Young and Assistant County Manager Amy Brantley.

CALL TO ORDER/WELCOME

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

INVOCATION

County Manager Steve Wyatt provided the invocation.

PLEDGE OF ALLEGIANCE

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

INFORMAL COMMENTS

1. James McClain – Mr. McClain lives at 214 Beth Drive. He is in support of the Old Baystone Drive road naming appeal. Mr. McClain doesn't think it's about renaming the road but reclaiming lost identity of the road. In 2002 a contractor turned a 700 foot section into Jennifer Lane. Mr. McClain is refuting the previous denial and has supporting documentation on his behalf. He is requesting that his appeal be given a chance since it was in affect before the moratorium currently on the agenda.
2. Norm Kimmey – Mr. Kimmey and his neighbors are in the process of a road maintenance agreement and changing the name midstream will cause difficulty. He asked the Board to allow him to proceed with the process.

DISCUSSION/ADJUSTMENT OF AGENDA

Commissioner Edney requested an additional consent agenda item "Use of Old Boyd lot across from Dietz Field". Commissioner Hawkins requested that consent agenda items C "Pending Releases & Refunds, and E "Temporary Moratorium on Road Name changes", be pulled for brief discussion. He also requested an additional discussion item M "Letter from NCDOT referencing House Bill 817".

Chairman Messer made the motion to adopt the agenda with changes as noted. All voted in favor and the motion carried.

Pending Releases & Refunds – pulled for discussion

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

Approved: September 2, 2014

August 20, 2014

The following release and refund requests were submitted for approval by the Henderson County Board of Commissioners.

TYPE	REVENUE AMOUNT
Releases	\$108,253.33
Refunds	\$ 1,474.92

Commissioner Hawkins asked County Attorney Russ Burrell to explain the release to the City of Asheville.

County Attorney Russ Burrell explained there was controversy with the City of Asheville approximately 10 years ago where the City of Asheville acquired land in Henderson County without approval by the Henderson County Board of Commissioners (required by statute). As a result a tax bill was sent to the City of Asheville but remained unpaid. With Session Law 2012-121, the Greater Asheville Regional Airport Authority was created and any claims against the City of Asheville were extinguished, releasing their obligation.

Commissioner Hawkins made the motion that the Board approves the release & refund report as presented. All voted in favor and the motion carried.

Temporary Moratorium on Road Name Changes – pulled for discussion

This Board has recently dealt with a multiple road name change requests, and expressed some dissatisfaction with the existing Ordinance. Another road name change appeal is currently pending.

Changes are in the process of drafting and discussion at the staff level regarding the Property Addressing Ordinance. Rather than dealing with the changes piecemeal, simultaneously with requests for name changes under the old and new versions of the ordinance, staff requests that you approve a short (120 day) moratorium on changes in road names under your Property Addressing Ordinance (Chapter 41 of the Henderson County Code). This will allow time for staff proposal and Board consideration of changes to this ordinance.

NOTE: The motion as drafted below would *not* affect or in any way delay the naming of newly recorded plats of streets or roads. Only changes in road names already accepted under the County’s Property Addressing Ordinance would be affected. No moratorium concerning a “county development approval” as that term is used in N.C. Gen. Stat. §153A-340(h) is requested.¹

¹ Moratoria concerning “county development approvals” require a public hearing, and, if for more than 60 days, notice and a hearing, “[e]xcept in cases of imminent and substantial threat to public health or safety....”

Commissioner Thompson did not feel it would be fair to place a moratorium on road name changes in the middle of a process. He suggested the moratorium go into effect today, allowing Mr. McClain and Mr. Kimmey to continue with their requests.

Commissioner Hawkins made the motion that the Board enacts a one hundred twenty day moratorium effective August 20, 2014 on changes in road names, and further directs staff to bring proposed changes in such Ordinance back to this Board with sixty days. All voted in favor and the motion carried.

Use of Old Boyd lot across from Dietz Field – Add on

Commissioner Edney stated a request had been submitted on behalf of Hendersonville High Schools Athletic Director B. J. Laughter. The school would like to use the Boyd lot for spectator parking / tailgating, primarily at varsity home football games and may expand to JV games.

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Commissioner Hawkins made the motion that the Board approves use of the Boyd lot for spectator parking / tailgating during varsity home football games and possibly JV games, based on the assurances of the letter from Mr. Laughter. All voted in favor and the motion carried.

CONSENT AGENDA

Chairman Messer made the motion to adopt the Consent Agenda with changes as noted. 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):

August 4, 2014 – regularly scheduled meeting

Tax Collector's Report

Collections Specialist Luke Small had presented the Tax Collector's Report to the Commissioners dated August 7, 2014 for information only. No action was required.

Smoky Mountain Center – Quarterly Fiscal Monitoring Report (FMR) for the quarter ended June 30, 2014

N.C.G.S. 122C-117(c) requires the staff of the local area mental health authority to provide the County Finance Officer with the quarterly Fiscal Monitoring Report (FMR) within 30 days of the end of the quarter. The County Finance Officer is then required to provide the FMR to the Board of Commissioners at the next regularly scheduled meeting of the board. The FMR for the Smoky Mountain Center was received by the County Finance Officer on August 1, 2014.

Motion:

I move that the Board of Commissioners approve the Smoky Mountain Center Fiscal Monitoring Report for the quarter ended June 30, 2014.

Service Badge and Sidearm Request – Master Deputy Dean Jackson

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

Dean Jackson began employment with the Henderson County Sheriff's Office on March 27th, 2000. Throughout his career with Henderson County he has served honorably for the 14 years and 5 months of loyal service to Henderson County and the Sheriff's Office. To honor him and show my gratitude, Sheriff McDonald intends to present his service badge and service sidearm to him.

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

Motion:

I move the Board allows Sheriff Charles McDonald to present the service badge and sidearm as a token of appreciation to Master Deputy Dean Jackson.

Use of Courtroom – Heritage Museum

A request was previously submitted by Brenda Bradshaw, on behalf of the Heritage Museum, for use of the Courtroom for a play (The Sandburgs of Connemara) on Friday, October 17, 2014 from 10:00 a.m. until 9:00 p.m., Saturday, October 18, 2014 from 10:00 a.m. until 9 p.m., and Sunday, October 19, 2014 from noon until 5:00 p.m. This request was approved by the Board.

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An additional request has been made by Brenda Bradshaw, on behalf of the Heritage Museum, for use of the Courtroom for an additional day on Thursday, October 16, 2014 from 4:00 p.m. until 8:00 p.m. for dress rehearsal.

Motion:

I move that the Board approves use of the Commissioners' Meeting Room (Courtroom) as requested on behalf of the Heritage Museum, for Thursday, October 16, 2014 from 4:00 p.m. – 8:00 p.m.

Petition for addition to State Road system

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

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

Motion:

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

Communications Equipment Purchase Contract

In FY 2012 the Board established a capital improvements project for a new communications system for emergency services following a federal grant award for approximately half the total project cost. Henderson County opened bids for a new emergency communications system on June 14, 2012. Kenwood Inc. was determined to be the lowest responsive bidder and subsequently began the process of securing a group of radio frequencies for the new communications system.

In March 2014 we received notification from the FCC of frequency allocation for our communications system. Since March we have been verifying the radio frequency license with the corresponding location and have begun procuring towers and buildings for the new sites (3 new sites, 6 sites total). Since we know the exact frequencies in which we will operate, Kenwood has developed a specific equipment order complete with installation. The contract provides for the purchase of equipment, engineering, licensing and labor to install a new communications system for all emergency service agencies in the County.

Motion:

I move the Board approves the agreement with Kenwood Incorporated to purchase and install radio equipment.

Use of Courtroom – Court of Appeals

A request has been submitted by the Court of Appeals for the use of the Commissioners Meeting Room from October 20 -24, 2014.

Motion:

I move the Board allow the Court of Appeals to use the Commissioner's Meeting Room from October 20 – 24, 2014.

Meeting Room for the Board of Adjustment

The Board of Adjustment will hold its regularly scheduled meeting on August 27, 2014. The meeting is expected to draw a crowd larger than the normal meeting room at 100 North King Street can safely

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accommodate. Staff is requesting permission from the Board to use the Commissioner's Meeting Room at the Historic Courthouse for the August 27, meeting of the Board of Adjustment.

Motion:

I move the Board allows the Board of Adjustment to use the Commissioner's Meeting Room on August 27th, for their regularly scheduled meeting.

Notification of Vacancies

Chairman Messer noted the following vacancies and opened the floor to nominations.

1. Henderson County Historic Courthouse Corporation dba/Heritage Museum – 2 vac.

Commissioner Hawkins requested that the rules be waived and nominated Margaret Miller Medina for position #8. *Chairman Messer made the motion to accept the appointment of Margaret Miller Medina to position #8 by acclamation. All voted in favor and the motion carried.*

2. Henderson County Hospital Corporation/UNCH – 5 vac.

Chairman Messer requested that the rules be waived and noted that nominations had been received for position #1 (UNCHCS nominee) for Dr. Peter Goodfield, and position #3 (HCHC nominee) for Dr. Molly Parkhill. He further nominated Tommy Thompson for position #2 (BOC nominee) and Mike Edney for position #13 (Commissioner Representative). *Chairman Messer made the motion to accept the appointments of Dr. Peter Goodfield to position #1, Tommy Thompson to position #2, Dr. Molly Parkhill to position #3, and Mike Edney to position #13 by acclamation. All voted in favor and the motion carried.*

3. Juvenile Crime Prevention Council – 1 vac.

Commissioner Thompson requested that the rules be waived and nominated Eddie Youngblood for position #2. *Chairman Messer made the motion to accept the appointment of Eddie Youngblood to position #2 by acclamation. All voted in favor and the motion carried.*

4. WCCA Board of Directors (Western Carolina Community Action) – 1 vac.

Nominations

1. EMS Peer Review Committee – 4 vac.

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

2. Fire and Rescue Advisory Committee – 1 vac.

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

3. Henderson County Zoning Board of Adjustment – 1 vac.

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

4. Hendersonville City Zoning Board of Adjustment – 1 vac.

Commissioner Edney nominated John Dekker for position #2 and Jay Angel for position #3. *Chairman Messer made the motion to accept the reappointments of John Dekker to position #2 and Jay Angel to position #3 by acclamation. All voted in favor and the motion carried.*

5. Juvenile Crime Prevention Council – 7 vac.

Commissioner Thompson nominated Patty Adamic for position #15. *Chairman Messer made the motion to accept the appointment of Patty Adamic to position #15 by acclamation. All voted in favor and the motion carried.*

6. Mountain Area Workforce Development Board – 3 vac.

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

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7. Mountain Valleys Resource Conservation and Development Program – 1 vac.
There were no nominations at this time and this item was rolled to the next meeting.

8. Nursing/Adult Care Home Community Advisory Committee – 5 vac.
There were no nominations at this time and this item was rolled to the next meeting.

Commissioner Thompson reported that with reorganization, a new ombudsman was being appointed to our area, and he hoped to see a lot of positive change with the committee.

9. Senior Volunteer Services Advisory Council – 2 vac.
There were no nominations at this time and this item was rolled to the next meeting.

10. Social Services Board – 1 vac.
There were no nominations at this time and this item was rolled to the next meeting.

Chairman Messer will notify Mary Murray and explain why her name was being removed as an interested applicant due to conflict.

11. WCCA Board of Directors (Western Carolina Community Action) – 1 vac.
There were no nominations at this time and this item was rolled to the next meeting.

ASHEVILLE AIRPORT ANNUAL REPORT

Lew Bleiweis, Airport Director at the Asheville Regional Airport, provided the Annual Report to the Board of Commissioners. The Asheville Airport had recently been named Best Connected Non-Hub Airport in America. They currently have four (4) airlines: Delta, US Airways, United, and the Allegiant Travel Company. Within two years, Allegiant has added four non-stop flights to Florida from Asheville, including Sanford/Orlando, Tampa/St. Pete, Fort Myers/Punta Gorda and Fort Lauderdale.

Project Soar – Significant Opportunity for Aviation and the Region

The time has come to move forward with the master plan; a new, replacement runway and west taxiway will be constructed. The Federal Aviation Administration has designated Asheville Regional Airport's airfield redevelopment as a priority aviation system infrastructure project, and when completed Asheville's airfield will meet the most current FAA standards.

In 2013, when the airport received approval of the new 20-year Airport Layout Plan, the wheels began to turn toward implementation of the airfield redevelopment project. Behind-the-scenes work was accomplished, including the bulk of the engineering and design for the new airfield. Construction phasing was planned, and a groundbreaking is targeted for summer 2014.

Work is being done with NCDOT at the I-26 Airport Interchange entrance which will be moving to a new traffic light.

At this time they are working with Sierra Nevada and the Carolina Mountain Land Conservancy for easements.

HENDERSON COUNTY HOSPITAL CORPORATION RECOMMENDATION ON ACQUIRING INTEREST IN BUILDING

President and C.E.O. James "Jay" Kirby, of the Henderson County Hospital Corporation, explained the Corporation's decision and recommendation regarding ownership of the condominium building of Phase One Mission/Pardee Health Care facility in Fletcher, North Carolina.

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Mission, Pardee Health Campus was agreed upon three (3) years ago. Pardee was given the right to purchase 50% of land and equal government, and the right to acquire equal ownership in the building.

The effect of the Affordable Care Act has been a decrease in Medicare payments in the amount of \$1.8 million. An investment of \$2 million had been made to the Fletcher YMCA. With this, the Board has determined that it would be more cost effective to continue with the lease for another 15 years rather than a commitment of \$16 million to purchase the building.

Commissioner Edney made the motion that the Board ratifies the decision of the Hospital Corporation's Board of Trustees to lease the building of Phase One Mission/Pardee Health Care facility in Fletcher, NC, rather than purchase the building. All voted in favor and the motion carried.

ROAD NAMING APPEAL – BAYSTONE DRIVE/JEFFICER LANE/OLD BAYSTONE DRIVE

Curtis Griffin stated James A. McClain has appealed the denial of his request for the renaming of Baystone Drive. Staff does not believe Mr. McClain meets criteria for road naming.

Russ Burrell explained that an appeal is a two part decision including a public hearing.

James McClain stated that three of more residents use the right-of-way which he feels meets the 911 addressing need.

Commissioner Hawkins made the motion to proceed with the current regulations and hold a public hearing in regard to the road naming appeal for Baystone Drive/Jennifer Lane/Old Baystone Drive. All voted in favor and the motion carried.

Chairman Messer made the motion to set a public hearing in regard to the road naming appeal for Baystone Drive/Jennifer Lane/Old Baystone Drive for Wednesday, September 17, 2014 at 9:00 a.m. All voted in favor and the motion carried.

QUARTERLY PROJECT UPDATE

Marcus Jones presented the Project Management Update and provided an update to the Board on the County's current and future projects as of August 2014.

Atkinson Sewer (City of Hendersonville)
 Snowball Lift Station Relocation
 Fletcher Warehouse Sewer Extension
 PSAP Relocation (911 Center)
 Artificial Turf Field (Athletic and Activity Center)
 Joint Medical Education Facility (Wingate)

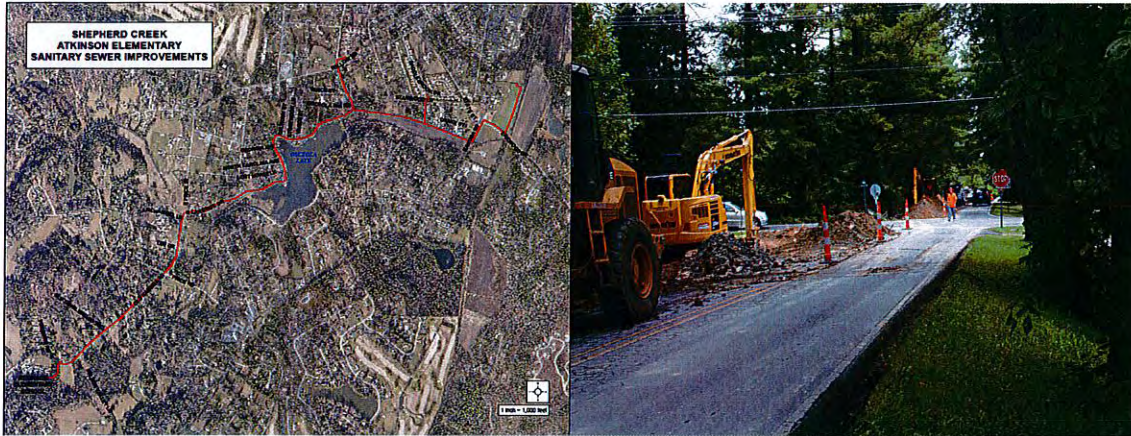
ATKINSON SEWER

Scope: Provide sewer service to Atkinson Elementary with 10,000 linear feet of 8" through 12" sewer. The project will eliminate three (3) of the City's Lift Stations.

Budget: Total project cost approximately \$1,800,000 with a \$600,000 contribution from Henderson County for the Lift Station and Force Main servicing Arkinson.

Status: Construction underway with completion likely by the 2015-2016 school year.

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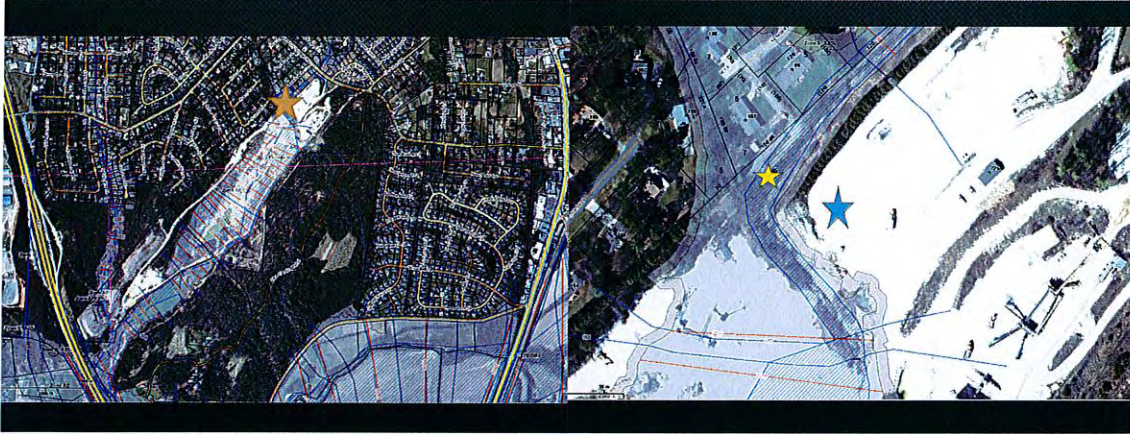
SNOWBALL LIFT STATION RELOCATION

Scope: Relocate Snowball Lift Station from the floodplain into new location within Quarry property outside of the floodplain. Original scope was to replace station with a Gravity Line but changes in Quarry operations during grant application process made this prohibitive.

Budget: \$660,000 with \$489,030 grant from FEMA

Status: Easement secured and design and permitting underway. Possible completion mid 2015

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FLETCHER WAREHOUSE SEWER EXTENSION

Scope: Construct a gravity extension of the Cane Creek system that removes the lift station at Fletcher Elementary, provides service to Fletcher Crossing (aka Fletcher Warehouse), and removes the District's Johnson Farm lift station.

Cost: \$1,732,000 with NCDOT contribution of \$358,696 and contingency for access

Status: 68% complete with the removal of the Johnson Farm Station complete. Completion by October 2014

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PSAP RELOCATION (911 Center)

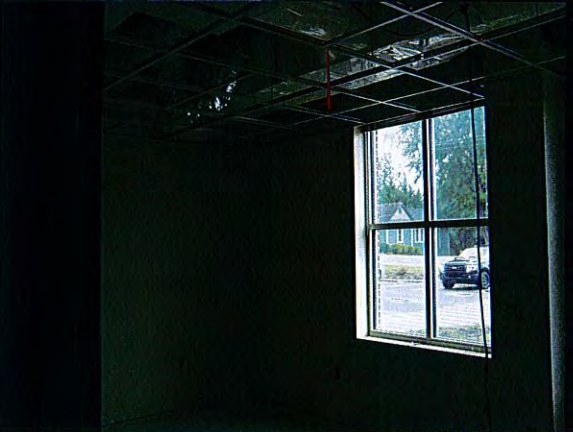
Scope: Relocate the Henderson County PSAP (Public Safety Answering Point) from the current location in 100 North King Street to the Law Enforcement Center across Grove Street to include replacement of the center's technology components.

Budget: \$3,600,000

- 100% Grant from NC911 Board
- 40% Facility and 60% Technology

Status: Facility construction 50% complete. Technology procurement near completion of RFP processes and developing purchase orders with successful vendors. Completion first quarter 2015





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ARTIFICIAL TURF FIELD (AAC)

Scope: Install an artificial turf field at the new Henderson County Athletic and Activity Center maximizing the size of the field, with lights and per requirements for the \$500,000 PARTF Grant.

Cost: \$566,000

Status: Complete



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JOINT MEDICAL EDUCATION FACILITY

Scope: Construct a building for joint use between Wingate University, Blue Ridge Community College and Pardee Hospital on property purchased by the City of Hendersonville on 64 West.

Budget: Possible \$25,000,000 with addition of a cancer center by Pardee

Status: Programming and layout approval (Schematic Design) near completion. Lease agreement with Wingate and Pardee in negotiations. Completion May 2016



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NCACC LEGISLATIVE GOALS PROCESS

The NCACC is soliciting input and proposals from all counties and has invited counties to submit their legislative proposals to the Association. The submission deadline for proposals is Friday, September 19, 2014. The NCACC goal setting process is open, inclusive and deliberative and is designed to give all 100 counties a voice in developing the Association's legislative agenda.

Goals may be submitted in any of the following formats: a resolution approved by the Board of Commissioners, a letter from the Chairman of the Board on behalf of the entire board, or by letter from an affiliate organization.

Proposed goals received on or before September 19 will be referred to the appropriate steering committee for review and consideration.

Legislative goals development timeline

- September 19, 2014 Goals submission deadline
- September – October Steering committees review goals
- November Legislative Goals Committee meets
- December Board of Directors reviews and finalizes recommendations
- January 15-16, 2015 Legislative Goals Conference, membership approval of goals

Commissioner Hawkins suggested:

- Addressing voter participation
- Capital Projects
- Disposition of Lottery Funds

Chairman Messer suggested:

- Disposition of Lottery Funds
- ADM funds

Commissioner Edney suggested:

- Talking with our legislators to get realistic ideas.

NDCOT LETTER – HOUSE BILL 817 – ADD ON

Commissioner Hawkins shared the following letter from NCDOT:

“When the Highway Trust Fund law was passed in 1989, the Department of Transportation invested heavily in paving unpaved state maintained secondary roads. What began in 1989 as a stateside inventory of 16,000 miles of unpaved roads is now roughly 3000 miles of unpaved roads. With the dramatic decrease of unpaved miles, the funding for paving unpaved roads has also significantly decreased, providing more strategic transportation investments. House Bill 817 was overwhelmingly passed by the State House and Senate, and was signed into law by Governor McCrory on June 26, 2013. This strategic transportation investments bill helps leverage existing funds to enhance the state's infrastructure, providing great opportunity for economic growth.

Prior to HB 187, paving priority lists were developed for each county along with an annual allocation of transportation fund appropriations. House Bill 817 requires the Department to convert the county paving priority lists to a single paving priority list for the remaining unpaved roads in the state and provides recurring fund appropriations of \$12 million for paving unpaved roads.

The Department has recently completed rerating all the unpaved secondary state maintained roads and

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developed a paving priority list. The purpose of this letter is to advise you that Hillside Lane has come up in the statewide priority list for paving. We are notifying property owners to determine if you have an interest in donating right-of-way for the purpose of paving Hillside Lane.

Please respond not later than September 5, 2014 indicating whether you do or do not wish to donate right-of-way for NCDOT to pursue paving Hillside Lane. The paving project will require a 45 feet right-of-way from roadway centerline across property fronting the road.

If no response is received by September 5, 2014, the Department will assume there is no interest in paving Hillside Lane at this time and will add it to the statewide paving hold list.

Please include reference number H1187-005 in all correspondence.”

Staff was directed to ask residents on Hillside Lane if they wanted Hillside Lane paved or not and bring back on the September 2, 2014 agenda.

CLOSED SESSION

The Board is requested to go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a), for the following reason(s):

1. Pursuant to N.C. Gen. Stat. §143-318.11(a)(3), to consult with an attorney employed or retained by the Board to preserve attorney-client privilege.
2. Pursuant to N.C. Gen. Stat. §143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, or to hear or investigate a complaint, charge or grievance against an individual public officer or employee.

Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3) for attorney client privilege and (6) personnel. All voted in favor and the motion carried.

ADJOURN

Commissioner Hawkins made the motion to go out of closed session and adjourn at noon. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

Charles D. Messer, Chairman

Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

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

Henderson County Board of Commissioners
1 Historic Courthouse Square, Suite 1
Hendersonville, NC 28792

Thursday, August 07, 2014

Re: Tax Collector's Report to Commissioners - Meeting Date 20 August 2014

Please find outlined below collections information through 06 August 2014 for the 2013 real and personal property bills mailed out on 08 August 2013, as well as registered motor vehicles billed and collected by our office. As a point of reference, we also have included collections information as of the same date last year.

Annual Bills G01 Only:

2013 Beginning Charge: \$58,589,371.71
Discoveries & Imm. Irreg.: \$285,361.96
Releases & Refunds: (\$236,485.09)
Net Charge: \$58,638,248.58
Unpaid Taxes: \$1,075,387.45
Amount Collected: \$57,562,861.13
Percentage Collected: 98.17%
Through: 6-Aug-2014

2012 Beginning Charge: \$57,948,543.21
Discoveries & Imm. Irreg.: \$310,120.10
Releases & Refunds: (\$140,348.77)
Net Charge: \$58,118,314.54
Unpaid Taxes: \$1,077,370.71
Amount Collected: \$57,040,943.83
Percentage Collected: 98.15%
Through: 6-Aug-2013

Motor Vehicle Bills G01 Only:

2013 Beginning Charge: \$2,675,269.65
Discoveries & Imm. Irreg.: \$1,815.92
Releases & Refunds: (\$62,107.24)
Net Charge: \$2,614,978.33
Unpaid Taxes: \$144,451.58
Amount Collected: \$2,470,526.75
Percentage Collected: 94.48%
Through: 6-Aug-2014

2012 Beginning Charge: \$4,459,975.56
Discoveries & Imm. Irreg.: \$3,853.24
Releases & Refunds: (\$96,013.04)
Net Charge: \$4,367,815.76
Unpaid Taxes: \$478,851.18
Amount Collected: \$3,888,964.58
Percentage Collected: 89.04%
Through: 6-Aug-2013

Fire Districts All Bills:

2013 Beginning Charge: \$6,878,819.53
Discoveries & Imm. Irreg.: \$45,334.18
Releases & Refunds: (\$35,993.88)
Net Charge: \$6,888,159.83
Unpaid Taxes: \$164,066.66
Amount Collected: \$6,724,093.17
Percentage Collected: 97.62%
Through: 6-Aug-2014

2012 Beginning Charge: \$6,943,765.63
Discoveries & Imm. Irreg.: \$47,105.55
Releases & Refunds: (\$29,528.70)
Net Charge: \$6,961,342.48
Unpaid Taxes: \$197,075.70
Amount Collected: \$6,764,266.78
Percentage Collected: 97.17%
Through: 6-Aug-2013

Respectfully submitted,



Luke Small

Collections Specialist

Stan C. Duncan

Tax Collector



Resolution Honoring Master Deputy Dean Jackson



For 28 Years of Law Enforcement Service and Awarding Him His Badge and Sidearm

WHEREAS, Master Deputy Jackson joined the Henderson County Sheriff's Office as a Deputy on March 27, 2000 and held the ranks of Deputy, Master Deputy, Corporal, Sergeant, and Lieutenant; and

WHEREAS, Master Deputy Jackson's service and dedication to the Henderson County Sheriff's Office and service, dedication and accomplishments in the field of law enforcement during his 28 total 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 the 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 Jackson has served as a member of the Henderson County Sheriff's Office for a period of more than 14 years and will retire from the Henderson County Sheriff's Office on August 29, 2014; 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 Jackson 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 Jackson 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 Jackson for his dedicated service to Henderson County and its citizens.

Adopted this the 20th day of August, 2014.


CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:


CLERK TO THE BOARD

**RADIO SYSTEM
DESIGN, FURNISH AND INSTALL AGREEMENT**

This Agreement (this "Agreement") is made and entered into as of 8/20/14, (the "Effective Date") by and between KENWOOD USA CORPORATION, a California corporation, with its place of business at 3970 Johns Creek Court, Suwanee, GA 30024 ("KENWOOD") and Henderson County, a North Carolina Public Safety Agency, with a place of business at 820 North Justice St., Hendersonville, NC 28791 ("THE AGENCY").

RECITALS

WHEREAS, THE AGENCY desires to purchase from KENWOOD, and KENWOOD desires to design, furnish and install for THE AGENCY, a six site NEXEDGE trunked radio system to provide county wide mobile coverage.

WHEREAS, in connection with the development and installation of the Radio System, each party has agreed to certain obligations and responsibilities set forth in this Agreement;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement, capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

1.1 **Confidential Information.** "Confidential Information" means any and all proprietary and/or non-public information provided by one party or its Affiliates (the "Disclosing party") to the other party or its Affiliates (the "Recipient") that is marked as "confidential" or "proprietary" or with a similar legend at the time of disclosure if provided in tangible form and, if disclosed orally or visually, is identified in writing as "confidential" or "proprietary" within thirty (30) days following the date of its initial disclosure. Confidential Information shall exclude information the Recipient can demonstrate by competent evidence: (a) was independently developed by the Recipient without any use of the Disclosing party's Confidential Information or by the Recipient's employees or other agents (or independent contractors hired by the Recipient) who had not been exposed to the Disclosing party's Confidential Information at the time that such development occurred; (b) became known to the Recipient, without restriction, from a source (having a right to disclose such information) other than the Disclosing party without breaching this Agreement; (c) was in the public domain at the time it was disclosed or enters the public domain through no act or omission of the Recipient; (d) was rightfully known by the Recipient, without restriction, at the time of disclosure; or (e) was approved for disclosure by the Disclosing party beforehand and in writing (f) excluding information required by law to be retained or provided as public record, or required by a subpoena, court order, or other legal process.

1.2 Functional Test. Specific installation inspection and functional testing as outlined in Schedule A prior to system commissioning. The successful functional test will start the warranty period.

1.3 Kenwood IPR. "Kenwood IPR" means the Intellectual Property Rights (a) owned or controlled KENWOOD related to the Radio System conceived, generated or first reduced to practice prior to, or independently of, any work performed pursuant to this Agreement or (b) developed, conceived, generated or first reduced to practice by any party in connection with the design, development and installation of the Radio System during the Project or in anticipation of entering into this Agreement.

1.4 Kenwood Technology. "Kenwood Technology" means technical information owned or controlled by KENWOOD related to the Radio System conceived, generated or first reduced to practice prior to, or independently of, any work performed pursuant to this Agreement or (b) developed, conceived, generated or first reduced to practice by any party in connection with the design, development and installation of the Radio System during the Project or in anticipation of entering into this Agreement.

1.5 Intellectual Property Rights. "Intellectual Property Rights" means any and all intellectual property rights worldwide arising under statutory law, common law or by contract and whether or not perfected, including without limitation, all: (a) patents, patent applications and patent rights; (b) trademarks, service marks, trademark applications, service mark applications or trade dress; (c) rights associated with works or authorship including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, and mask work registrations; (d) rights relating to the production of trade secrets and confidential information; (e) proprietary source code, object code and software; (f) any rights analogous to those set forth in this section and any other proprietary rights relating to intellectual property; and (g) divisionals, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, used or acquired, and whether registered or unregistered.

1.6 Project. "Project" means the joint project between KENWOOD and THE AGENCY for the design and development and installation of the Radio System as set forth in Section 2 of this Agreement.

1.7 Specifications. "Specifications" means the specifications and development schedule for the Radio System mutually agreed upon by the parties as described in our compliance statement schedule C and section 4 of our response to the request for proposal, as such specifications may be amended from time to time upon the mutual agreement of the parties in accordance with the terms of this Agreement.

2. Design and Development. KENWOOD and THE AGENCY agree to dedicate the necessary personnel, property, technology and other resources, as set forth in this Section 2, to fulfill their respective responsibilities with respect to the design, development and installation of the Radio System.

2.1 KENWOOD Responsibilities. KENWOOD agrees to be solely responsible for and to use its commercially reasonable efforts to timely perform and complete tasks and responsibilities. KENWOOD shall retain all rights, title and interest in and to the Kenwood IPR and Technology.

2.2 THE AGENCY Responsibilities. THE AGENCY agrees to be solely responsible for and to use its commercially reasonable efforts to timely perform and complete the tasks and responsibilities.

2.3 Managers' Responsibilities. Each party shall appoint a representative who shall be responsible for coordinating the day-to-day management of the Project ("Project Manager"). Each Project Manager shall oversee the Project and be responsible for (a) the submission and receipt of any deliverables, as well as any other materials or documents required to be delivered to the other party; (b) preparing change orders for any changes in the design or components to the original BOM and (c) arranging meetings and conferences between the parties; (d) arranging any seminars or training sessions. The Project Managers shall also negotiate in good faith to resolve any disputes that may arise regarding the Project. In the event the Project Managers are unable to resolve such dispute satisfactorily, such dispute shall be submitted to the executive management of each of the parties, which shall address such dispute promptly and negotiate in good faith to reach a resolution.

2.4 Specifications. As of the date hereof, the Specifications for the Radio System are set forth in Exhibit A.

2.5 Costs and Expenses. Except as otherwise indicated in Section 3, THE AGENCY and KENWOOD will each be responsible for all its own costs and expenses incurred during or in connection with the Project.

3. Development and Sale of Radio System.

3.1 Purchase, Sale, and Installation of Radio System. Subject to each party's fulfillment of its responsibilities set forth in Section 2, KENWOOD agrees to design, develop, furnish and install the Radio System that meets the Specifications in accordance with the terms and conditions contained in this Agreement. THE AGENCY agrees to purchase the Radio System exclusively from KENWOOD in accordance with the terms and conditions contained in this Agreement. The Specifications as of the date hereof shall not be amended unless the parties have negotiated and reached agreement with regard to whether KENWOOD is entitled to additional compensation for the design, development and installation of the Radio System and whether any production schedule for the Radio System must be amended. In the event the parties reach such agreement, KENWOOD shall, as soon as commercially practicable, arrange for the design, development and installation of the Radio System in accordance with such amended Specifications. In the event the parties can not reach an agreement with regard to additional compensation to KENWOOD or KENWOOD determines that it is unable or commercially impractical to arrange for the design, development and installation of the Radio System in accordance with such amended Specifications, it shall promptly notify THE AGENCY and the then-current Specifications shall continue to apply. Notwithstanding the foregoing, KENWOOD shall, in its sole discretion, be entitled to make any modifications to the Radio

System, provided that such modifications or improvements do not adversely affect the performance or location of the Radio System.

3.2 Subcontract. KENWOOD may, at its sole discretion and without the prior consent of THE AGENCY, subcontract the manufacture or assembly of the Radio System or any part or component thereof at any time to an affiliate of KENWOOD. KENWOOD may, with the prior written consent of THE AGENCY, which consent shall not be unreasonably withheld or delayed, subcontract the manufacture or assembly of the Radio System or any part or component thereof at any time to a third party.

3.3 Price and Payment for Radio System. In consideration of the services to be performed and the goods to be designed, developed and delivered by KENWOOD hereunder, THE AGENCY shall pay to KENWOOD the amounts and at the times set forth on Schedule D attached hereto. Such payments shall be remitted to KENWOOD in accordance with the instructions of KENWOOD. KENWOOD will have the right, exercisable in its sole discretion, to cancel or suspend performance hereunder in the event that THE AGENCY fails to timely make any payment to KENWOOD when due. The amounts set forth in Schedule D payable by THE AGENCY to KENWOOD shall be escalated upwards in an amount mutually satisfactory to the parties to account for any changes to the Specifications.

3.4 Title and Risk of Loss. Title and risk of loss of the Radio System shall pass from KENWOOD to THE AGENCY upon delivery.

3.5 Acceptance. The installation of the Radio System shall not be deemed to be accepted by THE AGENCY until the Radio System has been evaluated and meets or exceeds the standards set forth in the Evaluation Test; provided, however, that THE AGENCY shall be deemed to have accepted said shipment of the Radio System if the evaluation test is not performed within thirty (30) calendar days of the completed installation or the AGENCY has beneficial use of the system for (30) calendar days. Beneficial use is defined as the AGENCY using the system as a means of communication for 25 units or more.

4. Warranty.

(a) KENWOOD warrants to THE AGENCY that the Radio System purchased by THE AGENCY pursuant to this Agreement shall conform to the Specifications. The standard warranties contained in this Section 4(a) shall terminate twenty four (24) months from the date of System Acceptance by THE AGENCY or from the date of first beneficial use by THE AGENCY, whichever comes first. The first 12 months of warranty include parts and on-site services for the RF infrastructure. The second 12 months include parts and factory labor only.

(b) THE AGENCY shall immediately notify KENWOOD in writing if any component of the Radio System fails to conform to the warranty set forth in Section 4 (a), including a description of the specific failure and any additional information in respect thereof. In no event shall THE AGENCY notify KENWOOD of any alleged non-conformity of any Radio System with the warranty set forth in Section 4 (a) at any time after the termination of such warranty in respect of such Radio System.

(c) Upon receipt of any written notice of non-conformity from THE AGENCY in accordance with Section 4 (b), KENWOOD or its agents shall have the right to inspect such allegedly non-conforming component(s) of the Radio System and, in the case of a notice that any component of the Radio System fails to conform with the warranty set forth in Section 4 (a), to perform a Evaluation Test with respect to such Radio System component(s). If KENWOOD agrees that such Radio System component is non-conforming (as evidenced, in the case of a non-conformity with the warranty set forth in Section 4.1(a), by the failure of such Radio System component to pass the Evaluation Test), KENWOOD shall have the option, exercisable in its sole discretion, to (a) repair such non-conforming Radio System component at KENWOOD's sole cost and expense or (b) replace such non-conforming Radio System component at KENWOOD's sole cost and expense. The results of any evaluation test shall be provided to THE AGENCY by KENWOOD.

THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES MADE BY KENWOOD TO THE AGENCY WITH RESPECT TO THE RADIO SYSTEM AND ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF KENWOOD FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE OR PERFORMANCE OF THE RADIO SYSTEM. KENWOOD DISCLAIMS ALL OTHER WARRANTIES WITH REGARD TO THE RADIO SYSTEM SOLD PURSUANT TO THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

4.2 Warranty Exceptions. KENWOOD shall have no warranty obligations as set forth in Section 4.1 if the non-conformity of the Radio System or its individual components arises from cause(s) not attributable solely to KENWOOD, including without limitation:

(a) any abuse, misuse or improper handling of the Radio System or its individual components, such as the application of abnormal shock, the use of improper power supply voltage, exposure to abnormal temperatures or humidity or to direct sunlight for an extended period of time;

(b) any use, application, service and/or repair of the Radio System or its individual components not in accordance with the instructions provided in any service manuals for the Radio System;

(c) any alteration or modification made to the Radio System or its individual components by any party other than KENWOOD without KENWOOD'S prior written consent;

(d) any damage to the Radio System or its individual components caused by Acts of God, accident or by any party other than KENWOOD;

(e) any use of the Radio System in combination with any other product inconsistent with the instructions provided in the service manuals for the Radio System; and/or

(f) KENWOOD's compliance with the Specifications or other requirements of THE AGENCY.

5. Term and Termination.

5.1 Term. This Agreement shall become effective as of the Effective Date and, unless earlier terminated as provided herein, shall continue in effect until installation and acceptance of the Radio System as set forth in Section 3.5.

5.2 Termination. In addition to any other rights of termination set forth in this Agreement, immediately upon written notice to the party:

(a) either party may terminate this Agreement upon the breach by the other party of any of its obligations pursuant to this Agreement where such breach has not been cured or a plan has not been developed and implemented to cure such breach within sixty (60) days after such party's receipt of written notice thereof from the non-breaching party describing in detail the nature of the breach; or

(b) either party may terminate this Agreement upon the insolvency of or filing of a voluntary petition in bankruptcy by the other party, the filing of a petition or commencement of any proceeding to have the other party declared bankrupt or insolvent, the appointment of a receiver or trustee for the other party, or the execution by the other party of an assignment for the benefit of creditors.

(c) either party may terminate this Agreement in the event a system acceptance test plan is not mutually developed and accepted.

5.3 Absolute Right. The aforesaid rights of termination are absolute. Except as set forth in Section 5.4 below, neither party shall be liable to the other for any loss (including, but not limited to, any claims for loss of profits or relating to any expenditures, investments, capital improvements, leases or other commitments made by either party in connection with its business or in reliance upon this Agreement), damage or indemnity by reason of the termination or expiration of this Agreement or the exercise by such party of any termination rights provided in this Agreement, and all claims therefor are hereby expressly waived.

5.4 Rights and Duties After Termination or Expiration. Upon termination or expiration of this Agreement:

(a) THE AGENCY shall immediately pay KENWOOD for all work performed by KENWOOD in accordance with this Agreement prior to the date of termination.

(b) Upon request, each party, at its own expense, shall promptly either return or destroy, as instructed by the other party, all Confidential Information of the other party.

6. Indemnification. KENWOOD agrees to defend, indemnify and hold harmless THE AGENCY from and against all claims, demands, actions, proceedings, liabilities, losses and damages, and all costs and expenses connected therewith, including reasonable attorneys' fees, resulting from any claim that any of the KENWOOD IPR and Technology used in connection

with or incorporated in the Radio System infringe any third party's Intellectual Property Rights; provided that THE AGENCY (a) promptly notifies KENWOOD in writing of any such claim and gives KENWOOD the opportunity to defend or settle any such claim at KENWOOD's expense and (b) cooperates with KENWOOD, at KENWOOD's expense, in defending or settling such claim. THE AGENCY may be represented by its separate counsel, at THE AGENCY's expense, provided that such counsel only acts in an advisory capacity. In case THE AGENCY's use or sale of the Radio System is enjoined arising out of KENWOOD's alleged or actual infringement of any third party Intellectual Property Rights, KENWOOD agrees to endeavor to procure for THE AGENCY, at KENWOOD's expense, the right to continue using the Radio System.

7. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT (OTHER THAN CLAIMS FOR PAYMENTS OWED BY ONE PARTY TO THE OTHER PARTY OR CLAIMS ALLEGING WILLFUL MISCONDUCT, INTENTIONAL MISREPRESENTATION OR FRAUD) EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY KENWOOD FROM THE AGENCY IN THE YEAR SUCH CLAIMS ARISE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 REFLECT AN ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

8. Confidentiality. Any and all Confidential Information shall be kept confidential by the Recipient and shall not be used, communicated, disclosed or divulged, except as necessary in the performance of its obligations under this Agreement. The Recipient agrees to limit access to the Confidential Information to such of its employees, agents and subcontractors, and their respective employees and agents, as reasonably required for the purpose of performing its obligations hereunder. Prior to disclosing any Confidential Information to any of its employees, agents or subcontractors, or their respective employees or agents, the Recipient shall obtain from each such employee, agent and subcontractor, and their respective employees and agents, an agreement to treat the Confidential Information in strict confidence and not to use such information except in the scope of their obligations pursuant to the terms of this Agreement. The provisions set forth in this Section shall survive the expiration or any termination of this Agreement for five (5) years from the date of such expiration or termination.

9. Miscellaneous Provisions. Arbitration. This Agreement will be governed and construed in accordance with the laws of the State of North Carolina. Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be resolved in the following manner:

(a) The parties shall use all reasonable efforts to resolve the controversy, claim or dispute through direct discussions. The senior management of each party commits itself to respond promptly to any such controversy, claim or dispute.

(b) Within 30 days of written notice that there is such a controversy, claim or dispute, the parties shall confer by telephone in an effort to reach an amicable settlement.

9.2 Severability. If any provision is prohibited by or under the laws of any jurisdiction in which this Agreement may be used or to which it may be applicable, said provision shall be, as to said jurisdiction, ineffective to the extent of such prohibition, without invalidating thereby any of the remaining provisions of this Agreement. The headings set forth in this Agreement are for the convenience of the parties only and shall not be considered in determining the meaning of any provision hereof.

9.3 Entire Agreement. This Agreement evidences the entire agreement of the parties, and supersedes and cancels all prior discussions, agreements and understandings with respect to the subject matter hereof between the parties, written, oral or implied, including, but not limited to, any request for proposal or response to request for proposal.

9.4 Assignment. Neither this Agreement, nor any of the rights or obligations arising hereunder, may be assigned by either party, by operation of law or otherwise, without the other party's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

9.5 Notices. Any notice required or contemplated by this Agreement shall be contained in a written instrument, addressed to the respective party's address set forth on the signature page hereto or such other address as may hereafter be designated in writing by the addressee to the addressor and shall be deemed given (i) upon confirmation of delivery, if sent by a recognized courier service or facsimile, or (ii) five (5) days after being deposited in the mail, if sent by registered mail, postage prepaid and return-receipt requested.

9.6 Non-Waiver and Amendment. Failure by either party to enforce or take advantage of any provision of this Agreement shall not constitute a waiver of the right subsequently to enforce or take advantage of such provision. Except as otherwise expressly provided herein, this Agreement or any of the terms and provisions hereof may not be changed or amended or waived, in any way whatsoever, except by written agreement executed by an authorized officer of each party.

9.7 Relationships. KENWOOD and THE AGENCY are independent and nothing herein or any action taken under this Agreement shall be deemed to make one party an agent, employee or servant of the other for any purpose whatsoever or create any partnership or joint venture between the parties. KENWOOD and THE AGENCY each shall be solely

8/12/2014

responsible for its acts, conduct and expenses and the acts, conduct and expenses of its employees, agents, subcontractors and suppliers.

9.8 Survivability. The provisions set forth in Sections 4, 5.3, 5.4, 6, 7, 8 and 9 shall survive the expiration or any termination of this Agreement.

9.9 Force Majeure. Neither party shall be liable to the other in any way whatsoever for any failure, delay or error in the performance of any of its obligations under this Agreement (other than payment obligations) caused, in whole or in part, by conditions beyond the reasonable control of such party, including, but not limited to, strikes or other labor disputes; riots; war or insurrections; fires, floods or other natural causes; force majeure; or the acts or regulations of any government or agency or subdivision thereof. In no event shall either party be liable to the other for indirect, special or consequential damages or for the loss of anticipated compensation or profits as a result of any such failure, delay or error.

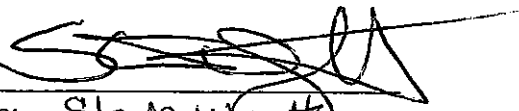
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8/12/2014

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

THE AGENCY:

THE AGENCY

By: 
Name: Steve Wyatt
Title: County Manager

Address for Notices: 1 Historic Courthouse Sq, Ste 2
Hendersonville, NC 28792

Facsimile: 698-6014 (828)

KENWOOD USA CORPORATION
a California corporation

By: _____
Name: _____
Title: _____

Address for Notices:

Facsimile: _____

SCHEDULE A

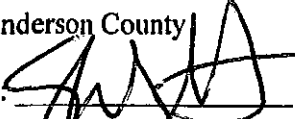
Functional Test

1. Check the structural integrity of the installation to ensure the equipment is rigidly installed and properly grounded at all sites.
2. Confirm the site transmitters are programmed properly and meet the FCC licensed power output and receiver sensitivity at all sites.
3. Confirm all internal feedline jumpers, external feedlines, antennas, and lightning suppressors are installed, and connected to the radio system properly at all sites.
4. Confirm mobiles and portables register to the site/sites, key up a transmitter, and pass audio. The test is to be performed at all sites.
5. Confirm the inter-site connectivity is functional at all of the sites.
6. Confirm multi-site calls between users can be completed.

The above functional testing will be performed using radios provided by Kenwood for the purposes of confirming the functionality of the system.

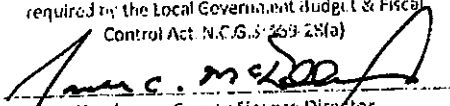
Kenwood together with the county will confirm system coverage based on the post deployment propagation prediction models.

When the above functional testing has been successfully completed the system will be considered commissioned; the warranty will begin and the final invoice will be processed.

Henderson County
 By: 
 Name: Steve Wyatt
 Title: County Manager
 Date: 8/20/14

Kenwood USA Corporation
 By: _____
 Name: _____
 Title: _____
 Date: _____

PREAUDIT CERTIFICATE
 This instrument has been preaudited in the manner
 required by the Local Government Budget & Fiscal
 Control Act, N.C.G.S. § 169-28(a)


 Henderson County Finance Director

Schedule B

RF Sites (6)					
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price
NXR-700K	VHF Nexedge 146-174 mHz Repeater	\$ 5,333.00	\$ 3,999.75	28	\$ 111,993.00
KXK-3M3	High Stability Oscillator for 6.25kHz operation	\$ 3,333.00	\$ 2,499.75	7	\$ 17,498.25
KSGPA22413	110W Continuous Duty Amplifier	\$ 2,160.00	\$ 1,620.00	28	\$ 45,360.00
KSGPS100KIT	100A Power Supply With Dist. Panel	\$ 2,355.00	\$ 1,766.25	28	\$ 49,455.00
KSGMRCK7	45 RU Equipment Rack, incl. cushioned shipping container, cable, wire management and hardware	\$ 1,200.00	\$ 900.00	12	\$ 10,800.00
KSGPG91800	Option needed to enable the trunking features	\$ 1,500.00	\$ 1,125.00	28	\$ 31,500.00
KSGPG91810	Multi Site Networking Trunking Feature	\$ 11,667.00	\$ 8,750.25	6	\$ 52,501.50
KSGTXRX-4	Combining (estimate) (Peg Rack)	\$ 18,967.00	\$ 14,225.25	6	\$ 85,351.50
KSG9PXKIT	UPS Power Supply System	\$ 13,165.00	\$ 9,873.75	3	\$ 29,621.25
KSGNS10424	8 Port Managed Network Switch	\$ 900.00	\$ 675.00	6	\$ 4,050.00
KSGRTKIT	Cisco 2911/K9 Router with EWHIC Card	\$ 5,185.00	\$ 3,888.75	6	\$ 23,332.50
KSGCP30022	Server	\$ 5,036.68	\$ 3,777.51	1	\$ 3,777.51
KSGPGKEYSM	Administrator level key and software	\$ 583.00	\$ 437.25	1	\$ 437.25
KSGCB60004	NXR-SERIES Programming cable	\$ 25.00	\$ 18.75	1	\$ 18.75
B51-8794-00	NXR-700 Service Manual	\$ 50.00	\$ 37.50	1	\$ 37.50
B51-8826-00	NXR-700 Supplement Manual	\$ 50.00	\$ 37.50	1	\$ 37.50
KPG-109DK	NXR-SERIES Repeater Software	\$ 103.25	\$ 77.44	1	\$ 77.44
KSGLOT	Misc. shop supplies, jumper cables, & inter cable wiring	\$ 800.00	\$ 600.00	6	\$ 3,600.00
KSGMS100P1	Power Strip	\$ 91.00	\$ 68.25	28	\$ 1,911.00
KSGDB638	Andrew DB-264 Antenna	\$ 1,553.65	\$ 1,398.29	14	\$ 19,575.99
KSGADP60SCP	Andrew AD-P60-SCP Adaptor Clamp Set	\$ 204.00	\$ 153.00	14	\$ 2,142.00
KSLDF6-50A	Andrew 7/8" Heliax	\$ 7.75	\$ 6.98	5600	\$ 39,060.00
KSGWSHG114P	Wireless Solutions WS-HG114P Hoisting Grip, 7/8" Heliax	\$ 40.00	\$ 30.00	14	\$ 420.00
KSL6TDF-PS	Andrew L6TDM-PS Connector, 7/8" Heliax,	\$ 68.00	\$ 51.00	28	\$ 1,428.00
KSL6TNF-PS	Andrew L6TNF-PS Connector, 7/8" Heliax, N-F	\$ 68.00	\$ 51.00	28	\$ 1,428.00
KSF241088-3	Andrew 241088-3 Ground Kit, 7/8" Heliax	\$ 40.00	\$ 30.00	42	\$ 1,260.00
KSGF4APDMDM3US	Andrew F4A-PDMDM-3-USA Jumper, 3'	\$ 120.00	\$ 90.00	56	\$ 5,040.00
FSJ4-50	Andrew FSJ4-50B 1/2" Superflex	\$ 4.60	\$ 3.45	840	\$ 2,898.00
KSGUHF50HN-MA	Andrew FPNM2-HC Connector, 1/2 Superflex, N-M	\$ 40.00	\$ 30.00	56	\$ 1,680.00
KSGAC2100F07	PolyPhaser UHF50HN-MA Lightning Suppressor, Combiner, UHF	\$ 95.00	\$ 95.00	7	\$ 665.00
KSGMS00347	Raycap AC2100-F07 120/240 1ph AC Surge Suppressor	\$ 240.00	\$ 180.00	7	\$ 1,260.00
KSGHLGB0214IS	Harger HLGB-0214-IS Ground Bar	\$ 100.00	\$ 75.00	7	\$ 525.00
KSGKEN	Special WT fab antenna mount	\$ 3,000.00	\$ 2,250.00	14	\$ 31,500.00
KSGLOT	Misc Grounding Materials, Supplies	\$ 3,000.00	\$ 2,250.00	7	\$ 15,750.00
				Total:	\$ 595,991.94

System Programming, Optimization & Installation					
KSGPROJ	Project Management & Engineering		\$ 7,459.00	1	\$ 7,459.00
KSGPROG	Infrastructure Programming		\$ 12,800.00	1	\$ 12,800.00
KSGOPT	System Assembly, Optimization & Staging		\$ 29,600.00	1	\$ 29,600.00
KSGINST	System Installation at Site Location to include RF equipment		\$ 42,987.00	1	\$ 42,987.00
KSGLIC	Licensing to 6.25 kHz (est)		\$ 45,680.00	1	\$ 45,680.00
KST&S	Travel & Subsistence		\$ 12,450.00	1	\$ 12,450.00
KSGSS	First Year System Software Support		\$ 19,200.00	1	\$ 19,200.00
Total:					\$ 170,176.00

Infrastructure Phase

\$ 766,167.94

Microwave Sites (6)					
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price
E490231	EXAlt Microwave EX-4.9-Lite 4.9GHz TDD	\$ 10,522.00	\$ 9,469.80	12	\$ 113,637.60
K00B490231	Upgrade key	\$ 1,000.00	\$ 900.00	12	\$ 10,800.00
S001T01	Extended Warranty on Microwave	\$ 850.00	\$ 765.00	12	\$ 9,180.00
KSG9PXKIT	UPS Power Supply System	\$ 13,165.00	\$ 9,873.75	3	\$ 29,621.25
SP6-4.9NS	RadioWaves SP6-4.9NS 6' Microwave Antenna, Single Pol, N-F	\$ 3,899.00	\$ 3,509.10	12	\$ 42,109.20
RD6	RadioWaves RD6 Fiberglass Radome, 6'	\$ 1,403.00	\$ 1,262.70	12	\$ 15,152.40
SST-4/6	RadioWaves SST-4/6 Side Strut	\$ 667.00	\$ 600.30	12	\$ 7,203.60
n/a	Estimated Shipping for Microwave Antenna	\$ 526.00	\$ 473.40	12	\$ 5,680.80
LDF4.5-50	Andrew LDF4.5-50 5/8" Helix	\$ 8.00	\$ 7.20	1920	\$ 13,824.00
L4.5PNM-RC	Andrew L4.5PNM-RC Connector (N-M)	\$ 95.00	\$ 85.50	12	\$ 1,026.00
L4.5PNF-RC	Andrew L4.5PNF-RC Connector (N-F)	\$ 95.00	\$ 85.50	12	\$ 1,026.00
241088-2	Andrew 241088-2 Ground Kit, 5/8" Helix	\$ 51.00	\$ 45.90	36	\$ 1,652.40
WHG-58L	Wireless Solutions WHG-58P Hoisting Grip, 5/8" Helix	\$ 49.00	\$ 44.10	24	\$ 1,058.40
F4A-PNMNM-3-USA	Andrew F4A-PNMNM-3-USA Jumper, N-M to N-M, 3'	\$ 158.00	\$ 142.20	24	\$ 3,412.80
LSXL	PolyPhaser LSXL Lightning Suppressor, Microwave	\$ 203.00	\$ 182.70	12	\$ 2,192.40
BF-ADAPTER	PolyPhaser BF-ADAPTER Grounding Adaptor, N-F dia	\$ 22.00	\$ 19.80	12	\$ 237.60
N/A	Installation Materials Budget (WxPr, Sckt, Hdwe)	\$ 8,000.00	\$ 7,200.00	12	\$ 86,325.75
Total:					\$ 344,140.20

System Programming, Optimization & Installation					
KSGPROJ	Project Management & Engineering		\$ 8,999.00	1	\$ 8,999.00
KSGSETUP	Microwave Optimization		\$ 5,800.00	1	\$ 5,800.00
KSGINT	Microwave Dish Installation		\$ 34,600.00	1	\$ 34,600.00
KST&S	Travel & Subsistence		\$ 11,950.00	1	\$ 11,950.00
Total:					\$ 61,349.00

Microwave Phase

\$ 405,489.20

Remote Monitoring (6)						
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price	
KSGCP00017	siteRSM, 1U, Ethernet Interface, 8 input ana	\$ 4,115.00	\$ 3,703.50	7	\$ 25,924.50	
KSGCP00001	siteVIEW Enterprise - Single-seat License	\$ 4,555.00	\$ 4,099.50	1	\$ 4,099.50	
PM-2A-300	RF Power Monitor	\$ 312.00	\$ 280.80	35	\$ 9,828.00	
KSGCN10120	N/M to N/M Barrel Coax Connector	\$ 20.00	\$ 18.00	70	\$ 1,260.00	
KSGCB00113	Power Supply Interface Cable	\$ 80.00	\$ 72.00	28	\$ 2,016.00	
KSGCB00114	Repeater Interface Cable	\$ 50.00	\$ 45.00	28	\$ 1,260.00	
KSGCB00115	UPS Interface Cable	\$ 50.00	\$ 45.00	14	\$ 630.00	
Total:					\$ 45,018.00	

System Programming, Optimization & Installation						
KSGPROJ	Project Management & Engineering		\$ 1,999.00	1	\$ 1,999.00	
KSGINT	Monitoring Installation & Optimization		\$ 9,600.00	1	\$ 9,600.00	
KST&S	Travel & Subsistence		\$ 4,950.00	1	\$ 4,950.00	
Total:					\$ 16,549.00	

Remote Monitoring Option	\$ 61,567.00
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Grand Total Project	\$1,233,224.14
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SCHEDULE C

SCOPE of Work

Design and provide a 6 site Multi-channel 28 channel VHF Nexedge system. Kenwood will research and select VHF frequencies for the project. Kenwood will do their best to select the best available frequencies. Due to the nature of the frequency band, the terrain, and other external factors there is no guarantee the frequencies will not be interfered with. If select frequencies are found to have interference; Kenwood will provide their best efforts to mitigate the interference. The County will be responsible for additional licensing fees and hardware expenses if it is required to apply for replacement/additional frequencies.

Kenwood will assemble the system in our staging facility, configure, and test as a complete system.

Kenwood will program and configure the provided RF equipment

Upon successful staging and testing; the system will be prepared for shipping and crated accordingly.

Prior to shipment Kenwood will confirm with the County the site and site shelters are ready for the equipment to be installed.

The County is responsible for new tower construction, related shelters, electrical, and grounding.

The County is responsible for site improvements at the existing sites, demarcation points for grounding and electrical.

The County is responsible for secondary generator power at all of the sites.

Kenwood will provide and be responsible for the installation for the inter-site microwave communication system.

The equipment crates will be shipped to a predetermined destination or to the sites, where the systems will be uncrated and inspected prior to installation.

Kenwood is responsible for the installation of the RF equipment at the sites. We are also responsible for the proper grounding of the equipment to the County provided demarcation points.

Schedule D

PAYMENT TERMS

<u>FCC licensing</u>	\$45,680.00
Payment is due with the fully executed agreement.	
<u>RF (Sites 6)</u>	\$595,991.94
Infrastructure, software, and supporting hardware will be invoiced upon shipment. Equipment includes hardware listed on schedule B listed under site 1-7 RF.	
The product shipped may or may not be all inclusive and may invoice partial.	
<u>Remote Monitoring 6</u>	\$45,018.00
The site monitoring hardware is listed on schedule B remote monitoring 7. The site monitoring equipment will be integrated with the RF infrastructure, and will invoice upon shipment. The product shipped may or may not be all inclusive and may invoice partial.	
<u>Microwave 6</u>	\$344,140.20
The site microwave equipment is listed on schedule B under microwave 7. The hardware will invoice upon shipment. The product shipped may or may not be all all inclusive and may invoice partial.	
<u>System Programming, Optimization, and Installation</u>	
Upon completion of the site installation the labor charges will be invoiced less 10% of the total value prior to final testing	
RF	\$105,296.00
Remote Monitoring	\$16,549.00
Microwave	\$61,349.00
Installation optimization total	<u>\$183,194.00</u>
<u>Hold back</u>	(\$18,319.40)
Total invoice	<u>\$164,874.60</u>
<u>Final payment post final testing</u>	
Hold back from installation and optimization	\$18,319.40
First year system support	\$19,200.00
<u>Final invoice</u>	<u>\$37,519.40</u>
Total Project cost:	\$1,233,224.14

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

CHARLES D. MESSER
Chairman
THOMAS H. THOMPSON
Vice-Chairman

LARRY R. YOUNG
J. MICHAEL EDNEY
GRADY H. HAWKINS

August 20, 2014

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

Dear Mr. Duncan:

Attached please find tax release requests in the amount of \$108,253.33, and tax refund requests in the amount of \$1,474.92 reviewed at the Henderson County Board of Commissioners' Meeting on Wednesday, August 20, 2014. All refunds and releases were approved.

Sincerely,



Charles D. Messer, Chairman
Henderson County
Board of Commissioners

CDM/tlw

enclosures

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: August 20, 2014
SUBJECT: Pending Releases & Refunds
PRESENTER: Assessor
ATTACHMENTS: Pending Release/Refund Combined Report

SUMMARY OF REQUEST:

The attached pending releases and refunds have been reviewed by the County Assessor and as a result of that review, it is the opinion of the Assessor that these findings are in order. 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	Revenue Amount:
Refunds	\$ 1,474.92
Releases	\$ 108,253.33

Faithfully Submitted,



Stan C. Duncan

County Assessor

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. Monday, August 04, 2014*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
ASKEW, CYNTHIA	0000666900-2013-2013-0000	RELEASE 2013 BILL ON PERSONAL PROPERTY MANUFACTURED HOME TO CORRECT OWNERSHIP. CORRECT OWNER IS: SHERRELL BENTLEY RHODES PER STARS.	(\$5,900)	2001	COUNTY	TAX	\$30.30	\$0.00	\$30.30	\$0.00
						LATE LIST FEE	\$3.03	\$0.00	\$3.03	\$0.00
						TOTAL:			\$33.33	\$0.00
					EDNEYVILLE FIRE	TAX	\$5.61	\$0.00	\$5.61	\$0.00
						LATE LIST FEE	\$0.56	\$0.00	\$0.56	\$0.00
						TOTAL:			\$6.17	\$0.00
						ABSTRACT TOTAL:			\$39.50	\$0.00
			(\$5,900)						\$39.50	\$0.00
CITY OF ASHEVILLE	0002851984-2010-1974-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$200)	2097	COUNTY	TAX	\$1.28	\$0.00	\$0.92	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$0.92	\$0.00
					FLETCHER FIRE	TAX	\$0.08	\$0.00	\$0.19	\$0.11
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$0.19	\$0.11
						ABSTRACT TOTAL:			\$1.11	\$0.11

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002851984-2010-2001-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPATRIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL #9946467 AIRPORT ROAD .59ACRES	(\$179,900)	2124	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$899.50 \$0.00 \$170.91 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$831.14 \$0.00 \$831.14 \$170.91 \$0.00 \$170.91 \$1,002.05	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
								ABSTRACT TOTAL:		
	0002851984-2010-2002-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPATRIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL #9946467 AIRPORT ROAD .59ACRES	(\$179,900)	2125	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$899.50 \$0.00 \$170.91 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$831.14 \$0.00 \$831.14 \$170.91 \$0.00 \$170.91 \$1,002.05	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
								ABSTRACT TOTAL:		

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002854745-2010-1996-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPATRIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$54,600)	2082	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$281.19 \$0.00 \$252.25 \$46.41 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$252.25 \$0.00 \$252.25 \$51.87 \$0.00	\$0.00 \$0.00 \$0.00 \$5.46 \$0.00 \$5.46 \$5.46
		PARCEL #9926912 FRENCH BROAD RIVER 54.58 ACRES						ABSTRACT TOTAL:	\$304.12	
	0002854745-2010-1997-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPATRIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$54,600)	2083	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$297.57 \$0.00 \$252.25 \$46.41 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$252.25 \$0.00 \$252.25 \$51.87 \$0.00	\$0.00 \$0.00 \$0.00 \$5.46 \$0.00 \$5.46 \$5.46
		PARCEL #9926912 FRENCH BROAD RIVER 54.58 ACRES						ABSTRACT TOTAL:	\$304.12	

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002854745-2010-1998-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL #9926912, FRENCH BROAD RIVER, 54.58 ACRES	(\$54,600)	2084	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$319.41 \$0.00 \$46.41 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$252.25 \$0.00 \$252.25 \$51.87 \$0.00 -\$51.87 \$304.12	\$0.00 \$0.00 \$0.00 \$5.46 \$0.00 \$5.46 \$5.46
	0002854745-2010-1999-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL #9926912, FRENCH BROAD RIVER, 54.58 ACRES	(\$81,900)	2085	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$409.50 \$0.00 \$65.52 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$378.38 \$0.00 \$378.38 \$77.81 \$0.00 \$77.81 \$456.19	\$0.00 \$0.00 \$0.00 \$12.29 \$0.00 \$12.29 \$12.29

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002854745-2010-2000-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL #9926912 FRENCH BROAD RIVER 54.58 ACRES	(\$81,900)	2086	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$409.50 \$0.00 \$86.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$378.38 \$0.00 \$378.38 \$77.81 \$0.00 \$77.81 \$456.19	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0002854745-2010-2001-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL #9926912 FRENCH BROAD RIVER 54.58 ACRES	(\$81,900)	2087	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$409.50 \$0.00 \$77.81 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$378.38 \$0.00 \$378.38 \$77.81 \$0.00 \$77.81 \$456.19	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002854745-2010-2002-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPATRIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7 (F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$81,900)	2088	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$409.50 \$0.00 \$378.38 \$77.81 \$0.00 \$77.81	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$378.38 \$0.00 \$378.38 \$77.81 \$0.00 \$77.81	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
								ABSTRACT TOTAL:	\$456.19	\$0.00
	0002854745-2010-2003-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMPATRIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7 (F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$95,500)	2089	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$453.63 \$0.00 \$441.21 \$90.73 \$0.00 \$90.73	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$441.21 \$0.00 \$441.21 \$90.73 \$0.00 \$90.73	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
								ABSTRACT TOTAL:	\$531.94	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002860374-2010-2000-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$377,800)	2067	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,889.00 \$0.00 \$396.69 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$1,745.44 \$0.00 \$1,745.44 \$358.91 \$0.00 \$358.91 \$2,104.35	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
		PARCEL #9944314 NC280 20.42 ACRES						ABSTRACT TOTAL:		
	0002860374-2010-2001-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$377,800)	2068	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,889.00 \$0.00 \$358.91 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$1,745.44 \$0.00 \$1,745.44 \$358.91 \$0.00 \$358.91 \$2,104.35	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
		PARCEL #9944314 NC280 20.42 ACRES						ABSTRACT TOTAL:		

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002860374-2010-2002-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7 (F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$377,800)	2069	COUNTY	TAX	\$1,889.00	\$0.00	\$1,745.44	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$1,745.44	\$0.00
					FLETCHER FIRE	TAX	\$358.91	\$0.00	\$358.91	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$358.91	\$0.00
						ABSTRACT TOTAL:			\$2,104.35	\$0.00
		PARCEL #9944314 NC280 20.42 ACRES								
	0002860374-2010-2003-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7 (F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$285,900)	2070	COUNTY	TAX	\$1,358.03	\$0.00	\$1,320.86	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$1,320.86	\$0.00
					FLETCHER FIRE	TAX	\$271.61	\$0.00	\$271.61	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$271.61	\$0.00
						ABSTRACT TOTAL:			\$1,592.47	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002865543-2010-1995-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$50,200)	2022	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$253.51 \$0.00 \$42.67 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$231.92 \$0.00 \$231.92 \$47.69 \$0.00 \$47.69 \$279.61	\$0.00 \$0.00 \$0.00 \$5.02 \$0.00 \$5.02 \$5.02
		PARCEL #0701405-LANCE ROAD 25.11 ACRES						ABSTRACT TOTAL:		
	0002865543-2010-1996-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$50,200)	2023	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$258.53 \$0.00 \$42.67 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$231.92 \$0.00 \$231.92 \$47.69 \$0.00 \$47.69 \$279.61	\$0.00 \$0.00 \$0.00 \$5.02 \$0.00 \$5.02 \$5.02
		PARCEL #0701405-LANCE ROAD 25.11 ACRES						ABSTRACT TOTAL:		

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002865543-2010-1997-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7 (F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$50,200)	2024	COUNTY	TAX	\$273.59	\$0.00	\$231.92	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$231.92	\$0.00
					FLETCHER FIRE	TAX	\$42.67	\$0.00	\$47.69	\$5.02
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$47.69	\$5.02
						ABSTRACT TOTAL:			\$279.61	\$5.02
		PARCEL #0701405-LANCE ROAD 25.11 ACRES								
		UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7 (F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$50,200)	2025	COUNTY	TAX	\$293.67	\$0.00	\$231.92	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$231.92	\$0.00
					FLETCHER FIRE	TAX	\$42.67	\$0.00	\$47.69	\$5.02
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$47.69	\$5.02
						ABSTRACT TOTAL:			\$279.61	\$5.02
		PARCEL #0701405-LANCE ROAD 25.11 ACRES								

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002868537-2010-2006-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL # 0700490-OFF BRAN-RICK ROAD 24.95 ACRES	(\$116,700)	2016	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$659.36 \$0.00 \$110.87 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$539.15 \$0.00 \$539.15 \$110.87 \$0.00 \$110.87 \$650.02	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0002868537-2010-2007-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7.(F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED." PARCEL # 0700490-OFF BRAN-RICK ROAD 24.95 ACRES	(\$260,400)	2017	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$1,203.05 \$0.00 \$247.38 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$1,203.05 \$0.00 \$1,203.05 \$247.38 \$0.00 \$247.38 \$1,450.43	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEV. TYPE	BILLED	PAID	RELEASE	REFUND
CITY OF ASHEVILLE	0002868537-2010-2010-0000	UPON ENACTMENT OF H552, SESSION LAW 2012-121, AN ACT TO CREATE THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, AS RATIFIED AND MADE EFFECTIVE ON 28 JUNE 2012, THE TAX LIENS PREVIOUSLY CREATED IN 2010 FROM THE PURSUIT OF OMITTED TAXES VIA IMMATERIAL IRREGULARITY ARE EXTINGUISHED. SPECIFICALLY THE LANGUAGE OF SECTION 1.7 (F) STATES "ANY CLAIM BY HENDERSON COUNTY AGAINST THE CITY OF ASHEVILLE OR THE CURRENT AIRPORT AUTHORITY ON ACCOUNT OF ACQUISITION OF PROPERTY BY EITHER OR BOTH OF THEM IN HENDERSON COUNTY IS EXTINGUISHED."	(\$260,400)	2020	COUNTY	TAX	\$1,203.05	\$0.00	\$1,203.05	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$1,203.05	\$0.00
					FLETCHER FIRE	TAX	\$247.38	\$0.00	\$247.38	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$247.38	\$0.00
						ABSTRACT TOTAL:		\$1,450.43		\$0.00
						OWNER TOTAL:			\$102,570.6	\$510.48
GREENE, MARK RANDY	0000480598-2003-2003-0000	1996 FOUR WINNS WATERCRAFT. REGISTERED TO NEW OWNER 5/18/2001, WILDLIFE REGISTRATION INFORMATION ON FILE. BILL RELEASED.	(\$13,500)	1999	COUNTY	TAX	\$64.13	\$64.13	\$64.13	\$64.13
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$64.13	\$64.13
					MOUNTAIN HOME FIRE	TAX	\$12.83	\$12.83	\$12.83	\$12.83
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$12.83	\$12.83
						ABSTRACT TOTAL:		\$76.96		\$76.96
					COUNTY	TAX	\$73.50	\$73.50	\$73.50	\$73.50
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$73.50	\$73.50
					MOUNTAIN HOME FIRE	TAX	\$13.97	\$13.97	\$13.97	\$13.97
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$13.97	\$13.97
						ABSTRACT TOTAL:		\$87.47		\$87.47
						OWNER TOTAL:			\$164.43	\$164.43

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
KC REALTY INVESTMENTS LLC	0003032083-2012-2008-0000	RELEASE BILLS 2008-2012 AND REFUND 2013 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER US BANK NATIONAL ASSOC.	(\$45,000)	1982	COUNTY	TAX	\$207.90	\$0.00	\$231.12	\$23.22
						LATE LIST FEE	\$103.95	\$0.00	\$115.56	\$11.61
						TOTAL:			\$346.68	\$34.83
	0003032083-2012-2009-0000	RELEASE BILLS 2008-2012 AND REFUND 2013 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER US BANK NATIONAL ASSOC.	(\$45,000)	1983	COUNTY	TAX	\$207.90	ABSTRACT TOTAL:	\$346.68	\$34.83
						LATE LIST FEE	\$83.16	\$0.00	\$231.12	\$23.22
						TOTAL:		\$0.00	\$92.45	\$9.29
	0003032083-2012-2010-0000	RELEASE BILLS 2008-2012 AND REFUND 2013 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER US BANK NATIONAL ASSOC.	(\$45,000)	1984	COUNTY	TAX	\$207.90	ABSTRACT TOTAL:	\$323.57	\$32.51
						LATE LIST FEE	\$62.37	\$0.00	\$231.12	\$23.22
						TOTAL:		\$0.00	\$69.34	\$6.97
	0003032083-2012-2011-0000	RELEASE BILLS 2008-2012 AND REFUND 2013 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER US BANK NATIONAL ASSOC.	(\$45,000)	1985	COUNTY	TAX	\$231.12	ABSTRACT TOTAL:	\$300.46	\$30.19
						LATE LIST FEE	\$46.22	\$0.00	\$231.12	\$23.19
						TOTAL:		\$0.00	\$46.22	\$0.00
	0003032083-2012-2012-0000	RELEASE BILLS 2008-2012 AND REFUND 2013 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER US BANK NATIONAL ASSOC.	(\$45,000)	1986	COUNTY	TAX	\$231.12	ABSTRACT TOTAL:	\$277.34	\$0.00
						LATE LIST FEE	\$23.11	\$0.00	\$231.12	\$0.00
						TOTAL:		\$0.00	\$23.11	\$0.00
	0003032083-2013-2013-0000	RELEASE BILLS 2008-2012 AND REFUND 2013 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER US BANK NATIONAL ASSOC.	(\$43,700)	1987	COUNTY	TAX	\$224.44	ABSTRACT TOTAL:	\$254.23	\$0.00
						LATE LIST FEE	\$22.44	\$224.44	\$224.44	\$224.44
						TOTAL:		\$22.44	\$22.44	\$22.44
	0003032084-2012-2008-0000	RELEASE BILLS 2008-2012 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER LEASE SERVICES.	(\$48,900)	1994	COUNTY	TAX	\$225.92	ABSTRACT TOTAL:	\$246.88	\$246.88
						LATE LIST FEE	\$112.96	\$0.00	\$251.15	\$25.23
						TOTAL:		\$0.00	\$125.58	\$12.62
						TOTAL:		\$376.73	\$376.73	\$37.85

*Adjustments submitted for approval before 8/4/2014

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEWY TYPE	BILLED	PAID	RELEASE	REFUND
KC REALTY INVESTMENTS LLC	0003032084-2012-2009-0000	RELEASE BILLS 2008-2012 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER LEASE SERVICES.	(\$48,900)	1995	COUNTY	TAX	\$225.92	\$0.00	\$251.15	\$25.23
						LATE LIST FEE	\$90.37	\$0.00	\$100.46	\$10.09
						TOTAL:			\$351.61	\$35.32
	0003032084-2012-2010-0000	RELEASE BILLS 2008-2012 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER LEASE SERVICES.	(\$46,500)	1996	COUNTY	TAX	\$214.83	ABSTRACT TOTAL: \$0.00	\$351.61	\$35.32
						LATE LIST FEE	\$64.45	\$0.00	\$238.82	\$23.99
						TOTAL:			\$71.65	\$7.20
	0003032084-2012-2011-0000	RELEASE BILLS 2008-2012 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER LEASE SERVICES.	(\$45,000)	1997	COUNTY	TAX	\$231.12	ABSTRACT TOTAL: \$0.00	\$310.47	\$31.19
						LATE LIST FEE	\$46.22	\$0.00	\$231.12	\$0.00
						TOTAL:			\$46.22	\$0.00
	0003032084-2012-2012-0000	RELEASE BILLS 2008-2012 ON PERSONAL PROPERTY PARK MODEL. DOUBLE BILLED. PAID TAXES UNDER LEASE SERVICES.	(\$45,000)	1998	COUNTY	TAX	\$231.12	ABSTRACT TOTAL: \$0.00	\$277.34	\$0.00
						LATE LIST FEE	\$23.11	\$0.00	\$277.34	\$0.00
						TOTAL:			\$254.23	\$0.00
						OWNER TOTAL:			\$5,136.80	\$800.01
MARLAND, TONY	0003032127-2012-2012-0000	RELEASE BILLS 2012 & 2013 ON PERSONAL PROPERTY TRAVEL TRAILER. TALKED TO PARK MANAGER AND THIS TRAVEL TRAILER WAS IN THE PARK BUT LEFT HENDERSON COUNTY BEFORE 2011.	(\$20,000)	2135	COUNTY	TAX	\$102.72	\$0.00	\$102.72	\$0.00
						LATE LIST FEE	\$10.27	\$0.00	\$10.27	\$0.00
						TOTAL:			\$112.99	\$0.00
						TAX	\$22.00	\$0.00	\$22.00	\$0.00
						LATE LIST FEE	\$2.20	\$0.00	\$2.20	\$0.00
						TOTAL:			\$24.20	\$0.00
	0003032127-2013-2013-0000	RELEASE BILLS 2012 & 2013 ON PERSONAL PROPERTY TRAVEL TRAILER. TALKED TO PARK MANAGER AND THIS TRAVEL TRAILER WAS IN THE PARK BUT LEFT HENDERSON COUNTY BEFORE 2011.	(\$19,400)	2134	COUNTY	TAX	\$99.64	ABSTRACT TOTAL: \$0.00	\$137.19	\$0.00
						LATE LIST FEE	\$9.96	\$0.00	\$99.64	\$0.00
						TOTAL:			\$9.96	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MARLAND, TONY	0003032127-2013-2013-0000	RELEASE BILLS 2012 & 2013 ON PERSONAL PROPERTY TRAVEL TRAILER. TALKED TO PARK MANAGER AND THIS TRAVEL TRAILER WAS IN THE PARK BUT LEFT HENDERSON COUNTY BEFORE 2011.	(\$19,400)	2134	DANA FIRE	TOTAL: TAX LATE LIST FEE TOTAL:	\$21.34 \$2.13	\$0.00 \$0.00	\$109.60 \$21.34 \$2.13 \$23.47	\$0.00 \$0.00 \$0.00 \$0.00
OWNER TOTAL:			(\$39,400)					ABSTRACT TOTAL:	\$133.07	\$0.00
GRAND TOTALS:			(\$19,283,400)						\$270.26	\$0.00
									\$108,253.33	\$1,474,923

Hendersonville High School

1 BEARCAT BOULEVARD

H HENDERSONVILLE, N.C. 28791 **H**

828 697 4802



County Commissioners,

I am writing to request permission to use the old Boyd lot(s) across from Dietz Field at Hendersonville High School for spectator parking / tailgating. We will do this primarily at varsity home football games and may expand to JV games if there is sufficient demand. We will charge a fee / donation for entry into the area. We will supervise the area and not allow any alcoholic beverages or disruptive activities. We will keep the area clean and picked-up.

This will be an ongoing fundraiser for our Catbacker Club.

Thank you for your consideration to this matter.

BJ Laughter
Athletic Director
Hendersonville High School



cc - POC
Curtis Griffin

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PATRICK L. MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

8/6/2014

Henderson County
1 Historic Courthouse Square
Hendersonville, NC 28792

Subject: Paving Hillside Lane
Reference Number: H1187-005

Dear Henderson County

When the Highway Trust Fund law was passed in 1989, the Department of Transportation invested heavily in paving unpaved state maintained secondary roads. What began in 1989 as a statewide inventory of 16,000 miles of unpaved roads is now roughly 3000 miles of unpaved roads. With the dramatic decrease of unpaved miles, the funding for paving unpaved roads has also significantly decreased, providing more strategic transportation investments. House Bill 817 was overwhelmingly passed by the State House and Senate, and was signed into law by Governor McCrory on June 26, 2013. This strategic transportation investments bill helps leverage existing funds to enhance the state's infrastructure, providing greater opportunity for economic growth.

Prior to HB 817, paving priority lists were developed for each county along with an annual allocation of transportation fund appropriations. HB 817 requires the Department to convert the county paving priority lists to a single paving priority list for the remaining unpaved roads in the state and provides recurring fund appropriations of \$12M for paving unpaved roads.

The Department has recently completed rerating all the unpaved secondary state maintained roads and developed a paving priority list. The purpose of this letter is to advise you that Hillside Lane has come up in the statewide priority list for paving. We are notifying property owners to determine if you have an interest in donating right-of-way for the purpose of paving Hillside Lane. Please respond to:

Mr. Steve Cannon
4142 Haywood Rd
Mills River, NC 28759
or

via email at D14D1@ncdot.gov

no later than 9/5/2014 indicating whether you do or do not wish to donate right-of-way for

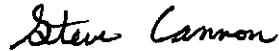
NCDOT to pursue paving Hillside Lane. The paving project will require a 45 feet right-of-way from roadway centerline across property fronting the road.

If no response is received by 9/5/2014, the Department will assume there is no interest in paving Hillside Lane at this time and will add it to the statewide paving hold list.

Please include the reference number H1187-005 in all correspondence.

Thank you for your response and feel free to contact me or Mr. Josh Lanning if you have questions or need additional information.

Sincerely,



Mr. Steve Cannon, PE

NCDOT

District Engineer

Henderson, Polk, and Transylvania County

Cc: Mr. Roger Ayers, County Maintenance Engineer
File