

MINUTES

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

BOARD OF COMMISSIONERS
DECEMBER 1, 1997

The Board of Commissioners (the "Board") of the County of Henderson, North Carolina (the "County"), met in regular session in the Commissioners' Meeting Room, #140, at 100 North King Street, Hendersonville, North Carolina, the regular place of meeting, at 5:30 o'clock p.m. on December 1, 1997. The following Commissioners were:

Present: Bob Eklund, Grady Hawkins, Renee Kumor, Vollie Good, Don Ward.

Absent: None.

The following persons were also present: County Manager, David E. Nicholson, Assistant County Manager/Staff Attorney, Angela M. Skerrett, County Attorney, Don H. Elkins, Clerk to the Board, Elizabeth W. Corn, Finance Director, J. Carey McLelland, Planning Director, Matt Matteson, Assistant Staff Attorney, Jennifer O. Jackson, and Public Information Officer, Chris Coulson.

CALL TO ORDER/WELCOME

Elizabeth Corn called the meeting to order and welcomed all in attendance. Mrs. Corn explained that the first order of business was to elect a Chairman and she opened the floor to nominations.

ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

Commissioner Ward nominated Bob Eklund for Chairman. There were no other nominations. Commissioner Kumor made the motion for nominations to close. All voted in favor and the motion carried. Commissioner Hawkins made the motion to elect Mr. Eklund by acclamation. All voted in favor and the motion carried.

Ms. Corn then opened the floor to nominations for Vice-Chairman. Chairman Eklund nominated Commissioner Hawkins. There were no other nominations. Commissioner Kumor made the motion for nominations to close. All voted in favor and the motion carried. A vote was taken on Commissioner Hawkins for Vice-Chairman which was unanimous.

Mrs. Corn turned the meeting over to Chairman Eklund.

PLEDGE OF ALLEGIANCE

Chairman Eklund led the Pledge of Allegiance to the American Flag.

INVOCATION

Rev. Charles Evans, Pinecrest Presbyterian Church, gave the invocation.

DISCUSSION/ADJUSTMENT OF AGENDA

Commissioner Kumor called the Community's attention to the fact that Mr. Eklund and Mr. Good both have faced personal challenges this past year and how they both kept up with their duties and served the community.

Commissioner Hawkins suggested an update on the Board's Mission Statement. This was added just prior to Informal Public Comments. He also added "Tax Rates and Collections". This was also added just prior to Informal Public Comments.

The Clerk called the Board's attention to two pages of revised minutes, revisions to minutes on the agenda for the Board's approval.

Commissioner Ward added two items to staff reports "F" French Broad River Designation and "G" Moratorium on Adult Night Clubs.

By consensus the Board agreed to the changes to the agenda.

UPDATE ON MISSION STATEMENT

Commissioner Hawkins read a revised Mission Statement and asked the Board of Commissioners to review and be ready to discuss as an agenda item at the next meeting. There was discussion. It was the consensus of the Board to hold a work session in January to discuss the Mission Statement and the next item "Tax Rates and Collections".

TAX RATES AND COLLECTIONS

Commissioner Hawkins suggested the Board of Commissioners look at where they would like the budget to end up versus review with adjustment as a final result. He discussed economic growth, expected revenues, rolling back the tax rate to 54 cents per \$100 valuation and 3% growth in county government.

INFORMAL PUBLIC COMMENTS

1. Bryan Aleksich - Mr. Aleksich discussed taxes, county government and schools. He spoke in opposition to the proposed one cent sales tax increase to finance schools, thinking such an increase is not needed to address the problem.

2. Don Walski - Mr. Walski asked the Board of Commissioners to remove fluoride from our drinking water through the Henderson County Health Department. The Board of Commissioners control the Health Department. Mr. Walski cited numerous health reasons for removal of fluoride from the drinking water.

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3. Irving L. Kasner - Mr. Kasner addressed the recent failed school bond referendum. He petitioned the Henderson County Board of Commissioners to get big government (BOE) off the backs of the people who voted overwhelmingly against the Board of Education's (BOE) grandiose plans. He asked the Board to appoint a blue ribbon panel that will seek to work out viable alternatives and seek public input. We must get on with providing a favorable educational environment for all of the children.

4. Dennis Justice - Mr. Justice addressed the issues of sales tax and schools. He strongly felt that we should "pay as you go". He also discussed the possibility of discarding text books and teaching from computers and the Internet.

CONSENT AGENDA

Commissioner Hawkins asked for a slight revision in the minutes of November 19, 1997. With the exception, he made the motion to accept the CONSENT AGENDA. All voted in favor and the motion carried.

The CONSENT AGENDA consisted of the following:

Bond Approval for County Officials

The Board must approve bonds for the following county officials:

Sheriff George H. Erwin, Jr.
Registrar of Deeds Nedra W. Moles
Tax Collector Terry F. Lyda
Finance Director J. Carey McLelland

The Bonds were presented and reviewed.

Review of Minutes

Minutes were presented for review and approval of the following meetings:

November 19, 1996
February 3, 1997
October 6, 1997
November 3, 1997
November 6, 1997
November 17, 1997
November 19, 1997

Tax Releases

A list of 108 tax release requests was presented for review and approval by the Board of Commissioners.

Tax Refunds

A list of 18 tax refund requests was presented for review and approval by the Board of Commissioners.

Henderson County Financial Report

The Henderson County Financial Report for October 1997 was presented for the Board's review only.

Henderson County Public Schools Financial Report

The Henderson County Public Schools Financial Report for October 1997 was presented for the Board's review only.

Land of Sky Resolution

Land Of Sky Regional Council of Governments has requested that the Board of Commissioners approve a presented Resolution in support of their receiving \$48,015.00 in State Technical Assistance Funds. Annually, the Board is requested to approve this Resolution.

Commissioners on Boards/Committees

A list of Boards and Committees that the Commissioners sit on was presented and reviewed. The table (list) listed whether a Commissioner must sit on the Board/Committee due to bylaws, N.C. General Statutes or not at all.

Request for Amendment to Special Use Permit #19-94

Champion Hills, Section 3 - Meadow Ridge

In December, 1994, the Board of County Commissioners approved a special use permit (#19-94) for a Planned Unit development identified as Section 3 of Champion Hills. The Branigar Corporation has now submitted an application requesting an amendment to special use permit #19-94. Due to market considerations the developer requested an increase in the number of single family residential units and a decrease in the number of duplex units, with an overall reduction in the number of dwelling units from 40 to 34 and an increase in the amount of open space from 1.12 to 8.43 acres. A detailed plan of the development has been submitted to the Planning Department.

At their meeting on November 18, 1997, the Henderson County Planning Board voted unanimously in favor of recommending approval of the proposed permit amendment. A public hearing under the quasi-judicial proceeding is required to review this request.

Staff recommended that the Board adopt a Special Order to set a Public Hearing for Monday, January 5, 1998 at 7:00 p.m.

Solid Waste Ordinance Amendments

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Several minor changes must be made to the Solid Waste Ordinance due to the operation of the Transfer Station in January 1998. The proposed amendments were presented to the Board for information. This item will be placed on the December 17 meeting agenda for action. No public hearing is required to approve these changes.

NOMINATIONS

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

1. Nursing/Adult Care Home Community Advisory Committee - 4 vac.

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

2. Mountain Area Workforce Development Board - 1 vac.

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

3. Criminal Justice Partnership Board - 1 vac.

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

4. Henderson County Zoning Board of Adjustment - 2 vac.

Gwen Thornburg (Haywood District) had been nominated at the November 19 meeting. Commissioner Kumor nominated Debra Stierwalt (Lake Summit District) for reappointment. The Clerk was directed to call Charles Capps (Haywood District) to see if he is still interested in serving.

5. Library Board of Trustees - 1 vac.

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

6. Henderson County Travel & Tourism Committee - 4 vac.

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

7. Asheville Regional Housing Consortium - 1 vac.

Commissioner Kumor nominated Dot Moyer. Commissioner Ward made the motion to suspend the rules and appoint Ms. Moyer. All voted in favor and the motion carried.

8. Long Range Planning Committee - 2 vac.

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

9. Laurel Park Board of Adjustment - 1 vac.

There were no nominations at this time so this item was rolled to the next meeting. David Nicholson told the Board he would get a list of the persons living in the ETJ for their review and possible appointment of one of the residents.

10. Blue Ribbon Committee - 2 vac.

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

COUNTY-WIDE TOWER ORDINANCE

David Nicholson reminded the Board that at the Board's meeting on November 6, staff presented the draft county-wide tower ordinance. The Board set the public hearing pertaining to the county-wide tower ordinance for December 8, 1997 at 7 p.m. Also at the November 6 meeting the Board requested that the Planning Board have their comments on the draft county-wide tower ordinance ready for presentation to the Board of Commissioners on December 1.

Staff will be prepared to present their comments, the minority position comments and the Planning Board comments during the public hearing on December 8, 1997 at 7 p.m., and will be available to answer any questions the Board may have regarding the draft ordinance at that time.

No action or discussion was required at this time.

DANA PARK LEASE

Jennifer Jackson informed the Board that Henderson County has for many years leased from the Dana Community Club approximately 4.5 acres off of Ridge Road. This property has been used as one of Henderson County's parks. The property currently contains a community building, a picnic shelter and some ball fields which are all maintained by Henderson County. The picnic shelter was recently erected by the County. In addition, the County in the recent past put a new roof on the community building.

The lease for this property is memorialized in two separate lease documents, each covering only a portion of the property and containing somewhat different terms. These leases are still in effect; however it would be advisable to have the entire property under the same lease agreement. In addition, it would be prudent to enter into a long term lease in order to enable the County to recouperate its recent capital investments in the property. Like the old leases, the proposed lease puts a duty on Henderson County to maintain the property.

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A draft Resolution was reviewed which adopts the new Lease Agreement.

Commissioner Kumor made the motion that the Board accept the lease and adopt the Resolution as presented. All voted in favor and the motion carried.

FINANCING CONTRACT FOR SOLID WASTE TRACK-HOE

Concerning staff reports regarding the Financing Contract for the Solid Waste Track-hoe, Finance Director, Carey McLelland, gave the Board an update and requested Board action on the Financing Contract.

Commissioner Kumor introduced the following Resolution which was read by title:

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF HENDERSON COUNTY, NORTH CAROLINA,
AUTHORIZING INSTALLMENT FINANCING AUTHORIZED BY NORTH CAROLINA
GENERAL STATUTE 160A-20 FOR THE PURCHASE OF EQUIPMENT**

WHEREAS, the Board of Commissioners of Henderson County, North Carolina is desirous of purchasing a Caterpillar Track-hoe for use in the Henderson County Landfill (hereinafter the "Purchase"); and

WHEREAS, on November 3, 1997, the Henderson County Board of Commissioners approved the concept of financing the Purchase by the use of an installment purchase contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, Staff has requested and received proposals from banks for financing the Purchase; and

WHEREAS, the proposal received for the financing of the Purchase from Branch Banking and Trust Governmental Finance for the financing of the \$135,225.00 purchase price at a fixed annual interest rate of 4.62% over a three (3) year term with no prepayment penalties for prepayment in whole or in part, was the lowest financing proposal received; and

WHEREAS, there have been available at this meeting the following BB&T draft financing documents:

- (1) A draft of the Installment Purchase Contract;
- (2) A draft Schedule A, Amortization Schedule;

- (3) A draft Exhibit C, Payment Schedule;
- (4) A draft Appendix D, Equipment Acceptance Notice;
- (5) A draft Appendix F, UCC-1 and UCC-2 Financing Statements;
- (6) A draft Appendix K, IRS Form 8038-G Reporting Form;
- (7) A sample Exhibit B, Legal Opinion of County Attorney;
- (8) A sample Appendix A, Essential Use Letter;
- (9) A draft Appendix B, Certificate of Insurance;
- (10) A sample Appendix C, Incumbency Certificate;
- (11) A draft Appendix E, Invoicing Instructions;
- (12) A sample Appendix J, Certificate for Qualified Small Issuer, Bank Eligibility Certificate and Resolution

WHEREAS, the BB&T Governmental Finance proposed financing contract qualifies as a tax-exempt obligation of Henderson County, pursuant to the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board desires to approve the Contract and to authorize other actions in connection therewith.

NOW THEREFORE, BE IT RESOLVED BY THE HENDERSON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. All actions of the County effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the documents referred to above.
2. Each of the documents referred to above, copies of which are attached hereto as Exhibit A and incorporated herein by reference as if fully set forth, is hereby approved and the Chairman of the Board, the County Manager, the County Attorney, the Assistant County Manager/Staff Attorney, the Finance Director, the Assistant Staff Attorney and the Clerk to the Board, as the case may be, are hereby authorized and directed to execute and deliver each of these documents on behalf of the County, with such changes, insertions or omissions as they may approve, their execution thereof to constitute conclusive evidence of their approval.
3. The Chairman of the Board, the County Manager, the County Attorney, the Assistant County Manager/Staff Attorney, the Finance Director, the Assistant Staff Attorney and the Clerk to the Board are hereby authorized to take any and all such further action and to execute and deliver such other

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documents as may be necessary or advisable to carry out the intent of this Resolution and to effect the installment financing pursuant to the Contract. Execution of the Contract by the Chairman of the Board or the County Manager, as the case may be, shall conclusively evidence approval of all such details of the financing.

4. The Contract together with the amounts to be paid thereunder, shall be and the same are hereby designated as a qualified tax-exempt obligation of Henderson County for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
5. This Resolution shall become effective upon its adoption.

Commissioner Kumor made a motion to adopt the foregoing Resolution; Commissioner Good seconded the motion and the motion was adopted by the following vote:

AYES: 5

NAYS: 0

APPOINTMENTS TO HENDERSON COUNTY HOSPITAL CORPORATION BOARD OF TRUSTEES

Angela Skerrett reminded the Board that on Monday, November 17, the Board discussed the proposed composition of the new Board of Trustees for the Henderson County Hospital Corporation. Staff has taken the Board discussion and formulated it into a proposed Resolution with attached guidelines for the Board of Commissioner's consideration. Also attached to the Resolution was a proposed application for appointment for the Board's consideration.

Ms. Skerrett informed the Board that it would be appropriate to modify the Resolution in any way at this meeting; however if the Board wished to accept applications during the month of December, it would also be appropriate to adopt the Resolution as amended at this time.

Commissioner Good made the motion to adopt the Resolution as amended. All voted in favor and the motion carried. This begins the process for accepting applications. The Board will receive applications through the month of December.

Chairman Eklund called a recess.

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Commissioner Hawkins made the motion to adjust the agenda at this time because of the hour and hold the Public Hearings now, continue with the rest of the agenda following the Public Hearings. All voted in favor and the motion carried.

PUBLIC HEARING - Request to amend the official zoning map extension of R-40 zoning to Wilson Farms Subdivision Application #Z-01-97 by the Wilson Farms Company

Commissioner Hawkins made the motion for the Board to go into Public Hearing. All voted in favor and the motion carried.

Karen Collins reminded the Board that this Public Hearing was scheduled because of an application (#Z-01-97) to amend the Official Zoning Map of Henderson County submitted by the Wilson Farms Company. The amendment would extend County R-40 (Estate Residential) zoning to unzoned lots in Wilson Farms subdivision and in a portion of Sugar Hollow Farms subdivision.

On October 28, 1997, the Henderson County Planning Board voted unanimously (6-0) to send the Board of Commissioners a favorable recommendation on the application submitted by the Wilson Farms Company subject to adding to the study area the unzoned portions of five lots in the adjoining Sugar Hollow Farms subdivision.

In accordance with Section 1204 of the Henderson County Zoning Ordinance and State law, notices of the public hearing were published in the November 14 and November 21 editions of the Times-News. On November 13, 1997, the Planning Department mailed notices of the hearing to the applicant and to the owners of property within and adjacent to the area proposed for zoning. Notices were posted in several locations in the area proposed for zoning on November 21, 1997.

Public Input

1. Jon Blatt - Mr. Blatt was present representing Wilson Farms but did not speak. He was available to answer questions but none were asked.

Commissioner Kumor made the motion for the Board to go out of Public Hearing. All voted in favor and the motion carried.

Commissioner Good made the motion to approve the request to amend the Official Zoning Map. All voted in favor and the motion carried.

PUBLIC HEARING - Request to amend the official zoning map -

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proposed rezoning of 6.15 acres on Allen Road from R-20 to T-15
Application #R-04-97 by Philip B. Cole

Commissioner Ward made the motion for the Board to go into Public Hearing. All voted in favor and the motion carried.

Karen informed the Board that this hearing is to consider an application (#R-04-97) to amend the Official Zoning Map of Henderson County submitted by Mr. Phillip B. Cole. Mr. Cole has requested that the County rezone a 6.15 acre parcel located on Allen Road in East Flat Rock from an R-20 (low density residential) district to a T-15 (medium density residential with manufactured homes) district.

On October 28, 1997, the Henderson County Planning Board voted unanimously (6-0) to send the Board of Commissioners a favorable recommendation on rezoning the Cole property from R-20 to T-15.

In accordance with section 1204 of the Henderson County Zoning Ordinance and State law, notices of this public hearing were published in the November 14 and November 21 editions of the Times-News. On November 12, the Planning Department mailed notices of the hearing to the applicant and to the owners of property adjacent to and near the area proposed for rezoning. A notice was posted on the Cole property on November 21, 1997.

Public Input

1. Lucy King - Mrs. King spoke in opposition of the requested T-15 but rather hoped that Mr. Cole would ask for R-15 zoning instead. She spoke of the time that went into the zoning of East Flat Rock and how they would hate to see that zoning deteriorate.

2. Evelyn Nichols - Mrs. Nichols also spoke in opposition of the requested T-15 zoning but would be in favor of an R-15 zoning request.

Mrs. Nichols read a prepared letter from Betty Edwards, President of the East Flat Rock Community Club. Mrs. Edwards wrote in opposition to the request, more specifically stating "We must stop from chipping away at our zoning that we worked five years to develop. Our community feels that a R-15 district would allow the developer to develop the land to the maximum and still keep the public safety and appearance along our C-4 district and industrial district. We are opposed to any T district in this parcel of land".

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3. Ida Manus - Ms. Manus had signed up but was not present at this time.

Commissioner Good stated that Mr. Cole was in attendance and asked Mr. Cole if he would consider the R-15 zoning. He was asked to get in touch with planning staff and then make a decision.

Commissioner Hawkins made the motion for the Board to go out of Public Hearing. All voted in favor and the motion carried. No action was taken at this time. This item will be on the next agenda for action.

PUBLIC HEARING - To Consider an Ordinance imposing a moratorium on the Construction of Telecommunications Towers

Commissioner Kumor made the motion for the Board to go into Public Hearing. All voted in favor and the motion carried.

Jennifer Jackson reminded the Board that on September 17, 1997, the Henderson County Board of Commissioners adopted an ordinance which imposed a moratorium on the construction of telecommunications towers in Henderson County for 60 days. The moratorium currently in effect will expire at midnight on December 4, 1997.

She informed the Board that this hearing is to consider extending the moratorium by adopting another ordinance similar to that adopted on September 17, 1997, to be in effect for a period of 90 days after the expiration of the September 17th moratorium. If approved, the moratorium would extend up to midnight of March 4, 1998.

On November 18, 1997, the Planning Board unanimously voted to recommend a 90 day extension of the moratorium. Their recommendation was reviewed.

Public Input

1. Clay Dover - Mr. Dover, Manager for Bell South Mobility DCS, spoke in opposition of the Board extending the moratorium for an additional 90 days. This is hindering their business. They have customers calling and some bringing phones back and terminating service because they don't have the service to offer that they thought they would at this point.

Commissioner Good made the motion for the Board to go out of Public Hearing. All voted in favor and the motion carried.

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Commissioner Kumor made the motion to adopt the Ordinance extending the moratorium on telecommunication towers in Henderson County for 90 days, to expire on midnight of March 4, 1998. All voted in favor and the motion carried.

UPDATE ON PENDING ISSUES

Schools Issues

There was much discussion. It was the consensus of the Board of Commissioners to get a more realistic plan from the Board of Education and to hold additional meetings with the Board of Education. The Commissioners must decide what is "adequate funding". There was much discussion regarding the policy to "pay as you go". The County Manager and Chairman will draft a letter to the Board of Education very soon asking for a proposal from them.

Resolution supporting additional one cent sales tax to finance school improvements

There was much discussion but no action. The Board of Commissioners requested to review a copy of the recently passed Burke County Resolution concerning a one cent sales tax. The County Manager stated he would have that for the Board's review for the next meeting.

French Broad River Designation

Commissioner Ward would like to see (as would the Agriculture Advisory Committee) agriculture to be recognized as a contributor to economic development of the French Broad River in Henderson County. They have asked River Link and American Heritage Rivers to consider this.

Moratorium on Adult Night Clubs

There was some discussion regarding Adult Night Clubs. The City of Hendersonville has passed a moratorium. Since the City has passed a moratorium this might become a county problem - should the county pass a moratorium? Staff will research and have information for the Board at the next meeting.

Results of First Meeting on Welfare Reform

David Nicholson informed the Board that they now have a full committee, they are meeting and discussing.

IMPORTANT DATES

The Commissioners' calendar of important dates was reviewed.

MUD CREEK WATER AND SEWER DISTRICT

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Commissioner Kumor made the motion for the Board to go into Mud Creek Water and Sewer District. All voted in favor and the motion carried.

Commissioner Kumor made the motion for the Board to go out of Mud Creek Water and Sewer District and to go into Closed Session as allowed under NCGS 143-318.11 for the following reasons:

CLOSED SESSION

1. (a)(4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body.


All voted in favor and the motion carried.

Commissioner Hawkins made the motion for the Board to go out of Closed Session. All voted in favor and the motion carried.

There being no further business to come before the Board, the meeting was adjourned by Chairman Eklund at 9:15 p.m.

ATTEST:


Elizabeth W. Corn, Clerk


Robert D. Eklund, Chairman

HENDERSON COUNTY BOARD OF COMMISSIONERS

100 North King Street
 Hendersonville, North Carolina 28792-5097
 Phone: 704-697-4808 • Fax: 704-698-6183
 TDD: 704-697-4580

BOB EKLUND
 CHAIRMAN
 GRADY HAWKINS

VOLLIE G. GOOD
 RENEE KUMOR
 DON WARD

RESOLUTION

WHEREAS, Henderson County has previously entered into lease agreements with the Dana Community Club pertaining to approximately 4.5 acres located on Ridge Road in Henderson County, which Henderson County has leased for use as a park and recreational area; and

WHEREAS, Henderson County and Dana Community Club wish to enter into a new lease agreement concerning the approximate 4.5 acres on Ridge Road;

WHEREAS, Henderson County and Dana Community Club desire to memorialize their lease agreement in writing.

WHEREAS, the leasing of the approximate 4.5 acres on Ridge Road from Dana Community Club for parks and recreational purposes is a public purpose;

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

1. The Chairman of the Henderson County Board of Commissioners and the Clerk to the Board are hereby authorized to execute the Lease Agreement which is attached hereto as "Exhibit A" the terms of said Exhibit being incorporated herein by reference as if fully set forth herein, and the terms of said Exhibit are hereby agreed to by the Board of Commissioners.
2. The County Attorney, the Clerk to the Board, the County Manager, the Finance Director, and the Assistant County Manager/Staff Attorney, and Assistant Staff Attorney are authorized to take any further actions necessary to revise said Lease Agreement consistent with the intent of said Agreement.

THIS the 1st day of December, 1997.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: _____

Robert D. Eklund
 Robert D. Eklund, Chairman

ATTEST:

Elizabeth W. Corn
 Elizabeth W. Corn, Clerk to the Board

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STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HENDERSON

THIS LEASE AGREEMENT made and entered into this the _____ day of _____, 1997, by and between DANA COMMUNITY CLUB, INC. (hereinafter referred to as "LANDLORD") and HENDERSON COUNTY, a North Carolina body politic and corporate (hereinafter referred to as "TENANT");

WITNESSETH:

WHEREAS, LANDLORD is the owner of a tract or parcel of land, and improvements thereon, located in Dana, North Carolina, and LANDLORD has agreed to Lease to TENANT and TENANT has agreed to Lease from LANDLORD said property as more particularly described in Exhibit A which is attached hereto and incorporated herein by reference (all of the property described herein to be leased by Tenant hereinafter collectively referred to as the "Demised Premises"); and

WHEREAS, LANDLORD has agreed to lease to TENANT and TENANT has agreed to lease from LANDLORD the Demised Premises on the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the payment by TENANT to LANDLORD of One Dollar (\$1.00) and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1) Demise of Premises and Use. LANDLORD leases to TENANT and TENANT hereby leases from LANDLORD the Demised Premises. TENANT shall use the Demised Premises for such park and recreational purposes as the COUNTY may deem fit and proper; PROVIDED HOWEVER, the following groups or organizations may meet weekly on the Demised Premises: Dana Boy Scouts, Dana 4-H Club, Dana Girl Scouts, Dana Cub Scouts, Dana Community Club (on the first Saturday of every month). TENANT shall not use or permit to be used the Demised Premises for any purpose other than as specified herein nor use or permit to be used the Demised Premises for any unlawful, disreputable or immoral purpose, or in any way that will injure the reputation of the business conducted in the Demised Premises.

2) Commencement and Term. The term of this Lease Agreement is for seventy-five (75) years, commencing on December 1, 1997, and expiring on November 30, 2072. The Lease shall automatically renew for successive one (1) year terms until such time as one party gives the other party six (6) months advance written notice of termination.

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3) Memorandum of Lease. The parties covenant and agree that this Lease shall not be recorded; provided, however, that upon the request of either LANDLORD or TENANT, a Memorandum of Lease prepared by LANDLORD describing the property herein demised, giving the term of this Lease and the names and addresses of LANDLORD and TENANT and referring to this Lease (but containing no other terms or provisions hereof except as may be permitted or required by LANDLORD) shall be properly executed, acknowledged and delivered by both parties.

4) Condition of Premises. TENANT acknowledges that it has had full opportunity to inspect Demised Premises and, therefore, TENANT accepts the Demised Premises "AS IS" and in its current condition. TENANT shall keep and maintain the Demised Premised in a good state of repair and condition, reasonable wear and tear excepted. TENANT shall conduct all grounds keeping, including maintenance of the grass and other vegetation on the Demised Premises.

5) Utilities. During the term of this Lease, or any extension thereof, TENANT shall pay for the electricity, heat, ventilating, air conditioning, janitor services, if any, garbage disposal and any and all other utilities or services required by it in the use of the Demised Premises. TENANT agrees immediately to cause any accounts with any public utilities furnishing services to the Demised Premises to be put in the name of TENANT and TENANT shall thereafter save and hold harmless the LANDLORD from any and all liability with respect thereto. LANDLORD shall not be liable to TENANT for any damage done or occasioned by or from the electrical system, or for damage occasioned by water, snow, or ice, in, upon or about the Demised Premises. TENANT shall not place or permit the accumulation of rubbish, trash, garbage and other refuse in and around the Demised Premises, and, upon TENANT's failure to remove same after demand from LANDLORD, LANDLORD shall have the right to remove the same in which event the cost thereof shall be paid by TENANT. TENANT's repeated violations of the provisions of this covenant shall constitute a breach of this Lease entitling LANDLORD to terminate this Lease.

6) Repairs. TENANT shall promptly make all necessary repairs, if any, caused by accident or damage or any other reason, except any repair(s) necessitated by the intentional acts or omissions of LANDLORD.

7) Alterations or Improvements by TENANT. Any and all alterations and improvements made to the Demised Premised by TENANT shall be made in accordance with applicable laws and building codes and in a good and workmanlike manner. TENANT shall fully and completely indemnify the LANDLORD against any mechanic's liens, labor and materialman's liens, or claims in connection with the making of such alterations and/or improvements.

8) Insurance. TENANT shall, at all times during the term hereof, at its sole cost

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and expense, procure and maintain in full force and effect, a policy or policies of comprehensive public liability insurance issued by Sedgewick of the Carolinas, Inc., insuring against loss, damage or liability for injury to or death of persons and loss or damage to property occurring due to the negligent acts or omissions of the TENANT, upon or about the Demised Premises. TENANT shall keep in full force and effect Workers' Compensation or other similar insurance to the extent required by law.

LANDLORD shall, at all times during the term hereof, or any extension thereof, at its sole cost and expense, procure and maintain in full force and effect, a policy or policies of premises liability insurance and casualty insurance insuring the Demised Premises. If anything done, permitted to be done or suffered by TENANT to be kept in, upon or about the Demised Premises shall cause the premium or rate on fire or any other insurance on the Demised Premises to be increased beyond the minimum from time to time applicable to the Demised Premises, TENANT will pay the amount of any such increase promptly upon LANDLORD'S demand.

9) Damage or Destruction. If at any time after the execution of this Lease the Demised Premises, or any portion thereof, shall be damaged or destroyed by any casualty not covered by insurance maintained by TENANT or LANDLORD, TENANT may elect to repair or rebuild the Demised Premises, or elect not to repair or rebuild the Demised Premises, or elect to terminate this Lease upon giving written notice to LANDLORD within ninety (90) days after the date of such damage or destruction.

10) Indemnification. To the extent permitted by law, TENANT will indemnify LANDLORD and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about or arising out of the Demised Premises occasioned wholly or in part by any act or omission of TENANT, its agents, subtenants, licensees, concessionaires, contractors, or employees.

To the extent permitted by law, LANDLORD will indemnify TENANT and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with any claim, action, or damage occurring in or about or arising out of the Demised Premises, or LANDLORD's ownership thereof, occasioned wholly or in part by any act or omission of LANDLORD, its agents, subtenants, licensees, concessionaires, contractors, or employees.

11) Compliance with Law. TENANT shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state and federal statute or local ordinance or regulation applicable to TENANT and its use of the Demised Premises and save LANDLORD harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. LANDLORD shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state

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and federal statute or local ordinance or regulation applicable to LANDLORD and its ownership and lease of the Demised Premises and save TENANT harmless from penalties, fines, costs, expenses or damages resulting from failure to do so.

12) Liens. TENANT shall do all things necessary to prevent the filing of any mechanics' or other liens against the Demised Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to TENANT, or anyone holding the Demised Premises or any part thereof, through or under TENANT. If any such lien shall at any time be filed against TENANT'S interest in the Demised Premises, TENANT shall either cause the same to be discharged of record within twenty (20) days after the date of filing of the same, or, if TENANT, in TENANT'S discretion and in good faith, determines that such lien should be contested, shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against TENANT'S interest in the Demised Premises during the pendency of such contest. If TENANT shall fail to discharge such lien within such period or fail to furnish such security then, in addition to any other right or remedy of LANDLORD resulting from TENANT's default, LANDLORD may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of LANDLORD to subject LANDLORD'S estate to liability under any mechanics' or other lien law.

13) Covenant of Quiet Enjoyment. LANDLORD covenants that TENANT, subject to all of the terms and covenants of this Lease, shall quietly have and enjoy the Demised Premises during the term of the Lease, and any extension thereto, without hindrance or molestation by any person claiming by or through LANDLORD. TENANT, its successors, and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire Demised Premises during the term of this Lease, and any extension thereto. At the time of the execution of this Lease, LANDLORD covenants that it is in legal possession of the Demised Premises and is not in default of any obligations secured by the Demised Premises, has full right to lease the same for the term aforesaid, and will put TENANT in actual possession of the Demised Premises hereinbefore provided. LANDLORD shall not interfere with TENANT's right to exclusively possess and use the Demised Premises.

14) Right to Enter Demised Premises. At all times reasonable, LANDLORD, by itself or its duly authorized agents and representatives, has the right to enter and go upon the Demised Premises for the purpose of inspecting the Demised Premises or any portion thereof and for the purpose of making necessary repairs to the Demised Premises and performing any work therein or thereon which LANDLORD may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority.

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15) Assignment. TENANT agrees not to sell, assign, mortgage, pledge, hypothecate or encumber this Lease in whole or in part, the whole or any part of the Demised Premises without first obtaining the written consent of the LANDLORD. The consent by LANDLORD to any one such assignment,, mortgage, pledge, hypothecation, or encumbrance shall not be deemed to be a consent to any further assignment, mortgage, pledge, hypothecation or encumbrance. Notwithstanding the foregoing, nothing herein shall prohibit the TENANT from, time-to-time, subletting or renting in whole or in part the Demised Premises for park and recreational purposes; provided however, TENANT shall remain primarily liable for the performance of all the terms, conditions, and covenants of this Lease.

16) Eminent Domain. If the whole of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, the term of this Lease shall terminate effective on the date physical possession is taken by the condemning authority. If more than twenty-five percent (25%) of the gross leasable area of the Demised Premises, but less than the whole thereof, is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority. If less than twenty-five percent (25%) of the gross leasable area of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or if neither party shall elect to terminate as provided hereinabove, then in either such event, this Lease shall not be terminated. Any election to terminate this Lease by either party following condemnation shall be evidenced only by written notice of termination delivered to the other party within thirty (30) days after receipt of notice of the impending condemnation, which termination shall become effective on the date on which physical possession is taken by the condemning authority. If this Lease is not terminated following the partial condemnation, TENANT shall make all necessary repairs or alterations to make the Demised Premises an architectural whole. All compensation awarded for any taking, whether for the whole or in part, of the Demised Premises shall belong to LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns all of its interest in any such award to LANDLORD.

17) Default of TENANT. If TENANT shall default in the performance of any term, condition or covenant contained in this Lease and TENANT does not remedy or commence act(s) which are necessary to remedy the default within ninety (90) days after written notice thereof; or if TENANT shall vacate or abandon the Demised Premises, then in such event LANDLORD shall have the right to immediately terminate and cancel this Lease and take possession pursuant to legal proceedings. In the event of any termination of this Lease by LANDLORD for TENANT'S breach of this Lease Agreement, LANDLORD may recover from TENANT damages incurred by reason of such breach, including the cost and expense of recovering the Demised Premises.

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18) Default of LANDLORD. If LANDLORD shall default in the performance of any term, condition or covenant contained in this Lease and LANDLORD does not remedy or commence act(s) which are necessary to remedy the default within ninety (90) days after written notice thereof, then in such event TENANT shall have the right to immediately terminate and cancel this Lease. LANDLORD shall be liable for any and all damages incurred by TENANT as a result of LANDLORD's breach of the Lease Agreement.

19) Notices. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been duly given or served when sent in writing by registered or certified mail, postage prepaid, or by overnight express by any major carrier (i.e. Federal Express, Airborne, Purolator, etc.) to the respective addresses hereinafter set forth:

TO LANDLORD: DANA COMMUNITY CLUB, INC.
Post Office Box 73
Hendersonville, NC 28724
ATTN: David T. Harris

TO TENANT: HENDERSON COUNTY
Parks and Recreation Department
801 Glover Street
Hendersonville, NC 28792
ATTN: Larry Harmon

Such addresses may be changed from time to time by either party by serving notice as above provided.

20) Covenants Run with the Land. LANDLORD and TENANT agree that all covenants and obligations hereunder shall run with the land and shall be binding on the original parties hereto and on LANDLORD's successors and assigns, and TENANT's successors and assigns.

21) Waiver. Failure or delay on the part of LANDLORD or TENANT to exercise a right or power hereunder shall not operate as a waiver thereof.

22) Entire Agreement and Modification. This Lease Agreement and any Exhibits attached hereto contain the entire agreement between LANDLORD and TENANT with respect to the leasing of the Demised Premises. Execution of this Lease Agreement shall constitute a revocation of any other lease agreements executed by and between the parties pertaining to the Demised Premises. Any modification of the provisions hereof shall not be effective unless the same is in writing and signed by LANDLORD and TENANT.

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IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year first above written.

LANDLORD:
DANA COMMUNITY CLUB, INC.

DAVID T. HARRIS, President (SEAL)

ATTEST:

SECRETARY
(OFFICIAL SEAL)

TENANT:
HENDERSON COUNTY

BY: _____
ROBERT D. EKLUND, Chairman of
Board of Commissioners

ATTEST:

ELIZABETH W. CORN,
Clerk to the Board
(OFFICIAL SEAL)

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EXHIBIT A**TRACT ONE:**

BEGINNING at the northernmost point of that property described in Deed Book 375, Page 421, of the Henderson County Registry; thence South 27 deg. East 282.24 feet to a point; thence South 63 deg. 42 min. 19 sec. West 225.27 feet to a new iron pin; thence North 30 deg. 31 min. 19 sec. West 146.49 feet to a new iron pin; thence North 33 deg. 22 min. East 269.50 feet to the point and place of BEGINNING, and being 1.137 acres more or less.

AND BEING all of that property described in Deed Book 661, Page 480, Henderson County Registry, and a portion of that property described in Deed Book 375, Page 421, Henderson County Registry.

TRACT TWO:

BEGINNING at the southeastern corner of that property described in Deed Book 375, Page 421 of the Henderson County Registry and in the center of Ridge Road; thence North 89 deg. 30 min. West 682.99 feet to an existing iron pin; thence North 33 deg. 22 min. East 427.48 feet to a new iron pin; thence South 30 deg. 31 min. 19 sec. East 146.49 feet to a new iron pin; thence North 63 deg. 42 min. 19 sec. East 225.27 feet to the center of Ridge Road; thence South 27 deg. East 377.76 feet to the point and place of BEGINNING.

AND BEING all of that property described in Deed Book 649, Page 751, Henderson County Registry, and a portion of that property described in Deed Book 375, Page 421, Henderson County Registry.

TRACT ONE and **TRACT TWO** as described herein constitutes all of that property conveyed by Keith A. Ward and wife, Gladys R. Ward, to Dana Community Club, Inc, by that deed dated April 20, 1959, and recorded in Deed Book 375, Page 421, Henderson County Registry.

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HENDERSON COUNTY BOARD OF COMMISSIONERS

100 North King Street
 Hendersonville, North Carolina 28792-5097
 Phone: 704-697-4808 • Fax: 704-698-6183
 TDD: 704-697-4580

BOB EKLUND
 CHAIRMAN
 GRADY HAWKINS

VOLLIE G. GOOD
 RENEE KUMOR
 DON WARD

Resolution

WHEREAS, the Henderson County Board of Commissioners approved the reorganization of Margaret R. Pardee Hospital on Monday, November 17, 1997 as a public non-profit corporation, the Henderson County Hospital Corporation, which will lease the Hospital Facilities from Henderson County; and

WHEREAS, the Board of Commissioners, individually, will act as incorporators for the Henderson County Hospital Corporation, and as the incorporators will name the initial Board of Directors (to be called the Board of Trustees) for the Henderson County Hospital Corporation; and

WHEREAS, the Henderson County Board of Commissioners, will act as a Board to make future appointments to the Board of Trustees; and

WHEREAS, the Henderson County Board of Commissioners is desirous of establishing guidelines for the appointment of persons to the Board of Trustees in order to provide for a formal application process and consistent composition of the Board of Trustees, to enable the Henderson County Hospital Corporation to carry out its public roles.

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

1. When appointing members to the Board of Trustees for the Henderson County Hospital Corporation, it is the intent of the Board of Commissioners to adhere to those guidelines attached as Exhibit A, until such time as the guidelines are amended or repealed by Resolution of the Board of Commissioners.
2. All persons applying to the Henderson County Board of Commissioners for appointment to the Board of Trustees for the Henderson County Hospital Corporation shall utilize the application attached hereto as Exhibit B, as amended by the Board of Commissioners.
3. Applications for appointment to the initial Board of Trustees of the Henderson County Hospital Corporation must be submitted by anyone interested in serving, not later than December 31, 1997. Applications must be submitted to Elizabeth W. Corn, Clerk to the Henderson County Board of Commissioners, 100 N. King

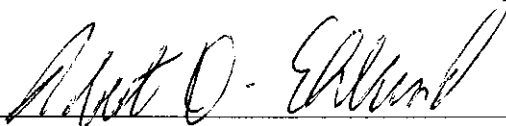
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Street, Hendersonville, NC.


4. All applicants seeking appointment to the initial Board of Trustees must attend the training session sponsored by Margaret R. Pardee Hospital so that they may be informed of the activities of the Hospital and the time commitment and level of responsibility associated with service on the Board.
5. Applications for appointment subsequent to the appointment of the initial Board of Trustees may be submitted at any time to Elizabeth W. Corn at the address listed above.

This the 1 day of DECEMBER, 1997.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 
Robert D. Eklund, Chairman

ATTEST:


Clerk to the Board

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**Exhibit A to Resolution of
the Henderson County
Board of Commissioners
dated 12/01/97**

**Guidelines for Appointment to the Board of Trustees of the
Henderson County Hospital Corporation**

The Henderson County Board of Commissioners hereby establishes the following guidelines for the appointment of the Board of Trustees of the Henderson County Hospital Corporation. These guidelines first describe the public roles that the Henderson County Board of Commissioners expects the Hospital Corporation and its Board of Trustees to perform. Secondly, these guidelines will designate the composition of the Board of Trustees. Lastly, these guidelines will define the general qualifications which the Board of Commissioners has determined are necessary for appointment to the Board of Trustees.

1. **The Public Roles of the Henderson County Hospital Corporation and its Board of Trustees.** The Henderson County Board of Commissioners expects the Henderson County Hospital Corporation and its Board of Trustees to perform the following public roles in order to benefit the citizens of Henderson County.
 - a. **Operate Community General Hospital.** The Board of Trustees will provide for the safe and efficient operation of Margaret R. Pardee Hospital as a community general hospital. Community General Hospital means a hospital that provides diagnostic, therapeutic and preventive services primarily for the residents of Henderson County, including indigent care, without discrimination and without regards to ability to pay.
 - b. **Continue to Provide High Quality Health Care Services.** The Board of Trustees and the Henderson County Hospital Corporation will continue to provide high quality health care services through the following:
 - i. Appropriate use of new technology.
 - ii. Highly trained/skilled staff.
 - iii. Effective use of financial resources.
 - iv. Properly maintained facilities.
 - v. Appropriate granting of Physician-practice privileges.
 - c. **Community Partner.** The Board of Trustees and the Henderson County Hospital Corporation will enter into community partnerships to facilitate good communication and cooperation among all health care providers in the community.
 - d. **Community Health Care Planner.** The Board of Trustees will formulate a

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community health care plan to address the comprehensive range of health care issues in Henderson County. The Board of Trustees will act as a critical advisor to the Henderson County Board of Commissioners with respect to community health care issues.

- e. **Educator.** The Board of Trustees and the Henderson County Hospital Corporation will educate the Board of Commissioners and the community on community health care issues, and will also serve to educate the community about their own personal health including prevention, training and screening.
 - f. **County's Partner.** The Board of Trustees and the Henderson County Hospital Corporation will act as the County's partner to provide those health care services traditionally provided by or paid for by county government.
2. **Composition of the Board of Trustees.** In order to promote the public roles that the Board of Trustees and the Henderson County Hospital Corporation will by occupying, the Board of Commissioners hereby designates the following composition of the Board of Trustees:
- a. **Undesignated.** Four (4) of the Trustees will occupy undesignated positions.
 - b. **Business/Professional.** Three (3) of the Trustees will be business/professional persons, including, but not limited to the following:
 - i. Business managers/owners
 - ii. Accountants (CPAs)
 - iii. Lawyers
 - iv. CEOs or General Managers of local corporations
 - v. Physicians
 - c. **Governmental Agencies.** One (1) of the Trustees will be a board member of a local governmental or quasi-governmental agency, including but not limited to:
 - i. The Henderson County School System.
 - ii. Blue Ridge Community College.
 - iii. TREND.
 - iv. Department of Social Services.
 - v. Department of Public Health.
 - d. **Medical Professionals.** One (1) of the Trustees will be a medical professional.
 - e. **Community Health Care Providers.** One (1) of the Trustees will represent a community health care provider.

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- f. **Henderson County Commissioner.** One (1) of the Trustees may be a Henderson County Commissioner.
3. **General Qualifications.** The Board of Trustees will act in a fiduciary capacity to the citizens of Henderson County. This means that “[t]hey are entrusted with the responsibility to act on behalf of their fellow citizens, and they are bound by an obligation to those citizens.” *Bell, A. Fleming, II, Ethics, Conflicts, and Offices, A guide for Local Officials, Institute of Government, 1997, page 21, quoting Cooper, Terry, The Responsible Administrator.* The individuals appointed to the Board of Trustees must therefore possess the technical competence to perform within the position to which they have been designated, including the appropriate combination of education and experience. Additionally, the individuals must be at least 18 years of age, and must have resided in Henderson County for at least two (2) years. They must be individuals of the highest ethical and moral character who possess the judgment and ability necessary to fulfil the responsibilities of the position of Trustee. Such individuals should be willing to devote the time necessary initially for the orientation as to Hospital operation and for subsequent participation in Board, Committee and Hospital activities as may be required, as demonstrated through current or prior civic service in Henderson County.
4. **General Statement.** The Henderson County Board of Commissioners will appoint the Board of Trustees without discrimination. To the extent possible, the Board of Trustees will represent a fair cross section of the community with respect to age, gender, race, religion, disability, and socio-economic backgrounds.

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Henderson County Hospital Corporation APPLICATION FOR APPOINTMENT TO THE BOARD OF TRUSTEES Please Print or Type	Date of Application
---	---------------------

Last Name:	First Name:	Middle Name:	Occupation:
------------	-------------	--------------	-------------

(Home) Address:	Home Phone:
-----------------	-------------

(Business) Address: May we contact you at work Yes <input type="checkbox"/> No <input type="checkbox"/>	Business Phone:
--	-----------------

AVAILABILITY Do you now work for the County? Yes <input type="checkbox"/> No <input type="checkbox"/> Are you a U.S. Citizen? Yes <input type="checkbox"/> No <input type="checkbox"/> If not, are you an alien lawfully authorized to work in the U.S.? Yes <input type="checkbox"/> No <input type="checkbox"/>	Are you related by blood or marriage to any person now working for the County? Yes <input type="checkbox"/> No <input type="checkbox"/> (if yes, relationship to you and the Department where employed.) Are you a Henderson County Resident? Yes <input type="checkbox"/> No <input type="checkbox"/> For How Long? _____ Are you at least 18 years old? Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

Schools	Name & Location	Graduate?	Maj/Min Course Work	Type Degree
High School		Yes		
		No		
College University		Yes		
		No		
Graduate or Professional		Yes		
		No		
Other educational vocational school, Internships, etc		Yes		
		No		

Specify Relevant training programs and seminars you have completed in the last five years (List):

Licenses and certifications (List, giving dates and sources of issuance):

Current professional status: (List fields of work for which you have been registered)

Registration: _____ State: _____ No: _____

Registration: _____ State: _____ No: _____

Membership in professional, honorary, or technical societies (List):

Have you ever been convicted of an offense against the law other than a minor traffic violation? (A conviction does not mean you can not be appointed. The offense and how recently you were convicted will be evaluated. Driving while impaired or under the influence of alcohol/drugs is not a minor traffic violation.)

Yes No (If yes, explain fully on an additional sheet)

3173

Local Civic Service History: (Use Additional Sheets if Necessary)

Agency:

Address:

Date Beginning:

Name of Agency Head:

Date Ended:

Type of Volunteer Service(s) Provided:

Agency:

Address:

Date Beginning:

Name of Agency Head:

Date Ended:

Type of Volunteer Service(s) Provided:

Agency:

Address:

Date Beginning:

Name of Agency Head:

Date Ended:

Type of Volunteer Service(s) Provided:

Do you currently serve on a County Board or Committee Yes No

Indicate any other **APPOINTED** Positions which you presently hold in Henderson County Government _____

References - Henderson County Resident's name and phone (Please list at least 3)

Return Application to:

Elizabeth W. Corn, Clerk to the Board
Henderson County Board of Commissioners
100 North King Street
Hendersonville, NC 28792-5097
Phone: 697-4808
Fax: 698-6183 or 697-4536
Office Hours: 8:30 a.m. - 5:00 p.m.

I certify that I have given true and complete information on this form to the best of my knowledge. I authorize educational institutions, associations, registration and licensing boards, and others to furnish whatever is available concerning my qualifications. I authorize investigation of all statements made in this application and understand that false information or documentation or a failure to disclose relevant information may be grounds for rejection of my application, or dismissal from the Henderson County Hospital Corporation Board of Trustees. I further understand that removal shall be mandatory if fraudulent disclosures are given to meet appointment qualifications.

Signature of Applicant (unsigned applications will not be processed)

Date

◆◆◆◆ Attach resume if available ◆◆◆◆

HENDERSON COUNTY BOARD OF COMMISSIONERS

100 North King Street
Hendersonville, North Carolina 28792-5097
Phone: 704-697-4808 • Fax: 704-698-6183
TDD: 704-697-4580

BOB EKLUND
CHAIRMAN
GRADY HAWKINS

VOLLIE G. GOOD
RENEE KUMOR
DON WARD

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF HENDERSON COUNTY, NORTH CAROLINA,
AUTHORIZING INSTALLMENT FINANCING AUTHORIZED BY NORTH CAROLINA
GENERAL STATUTE 160A-20 FOR THE PURCHASE OF EQUIPMENT**

WHEREAS, the Board of Commissioners of Henderson County, North Carolina is desirous of purchasing a Caterpillar Track-hoe for use in the Henderson County Landfill (hereinafter the "Purchase"); and

WHEREAS, on November 3, 1997, the Henderson County Board of Commissioners approved the concept of financing the Purchase by the use of an installment purchase contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, Staff has requested and received proposals from banks for financing the Purchase; and

WHEREAS, the proposal received for the financing of the Purchase from Branch Banking and Trust Governmental Finance for the financing of the \$135,225.00 purchase price at a fixed annual interest rate of 4.62% over a three (3) year term with no prepayment penalties for prepayment in whole or in part, was the lowest financing proposal received; and

WHEREAS, there have been available at this meeting the following BB&T draft financing documents:

- (1) A draft of the Installment Purchase Contract;
- (2) A draft Schedule A, Amortization Schedule;
- (3) A draft Exhibit C, Payment Schedule;
- (4) A draft Appendix D, Equipment Acceptance Notice;
- (5) A draft Appendix F, UCC-1 and UCC-2 Financing Statements;
- (6) A draft Appendix K, IRS Form 8038-G Reporting Form;
- (7) A sample Exhibit B, Legal Opinion of County Attorney;
- (8) A sample Appendix A, Essential Use Letter;
- (9) A draft Appendix B, Certificate of Insurance;
- (10) A sample Appendix C, Incumbency Certificate;
- (11) A draft Appendix E, Invoicing Instructions;
- (12) A sample Appendix J, Certificate for Qualified Small Issuer, Bank Eligibility Certificate and Resolution

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WHEREAS, the BB&T Governmental Finance proposed financing contract qualifies as a tax-exempt obligation of Henderson County, pursuant to the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board desires to approve the Contract and to authorize other actions in connection therewith.

NOW THEREFORE, BE IT RESOLVED BY THE HENDERSON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. All actions of the County effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the documents referred to above.
2. Each of the documents referred to above, copies of which are attached hereto as Exhibit A and incorporated herein by reference as if fully set forth, is hereby approved and the Chairman of the Board, the County Manager, the County Attorney, the Assistant County Manager/Staff Attorney, the Finance Director, the Assistant Staff Attorney and the Clerk to the Board, as the case may be, are hereby authorized and directed to execute and deliver each of these documents on behalf of the County, with such changes, insertions or omissions as they may approve, their execution thereof to constitute conclusive evidence of their approval.
3. The Chairman of the Board, the County Manager, the County Attorney, the Assistant County Manager/Staff Attorney, the Finance Director, the Assistant Staff Attorney and the Clerk to the Board are hereby authorized to take any and all such further action and to execute and deliver such other documents as may be necessary or advisable to carry out the intent of this Resolution and to effect the installment financing pursuant to the Contract. Execution of the Contract by the Chairman of the Board or the County Manager, as the case may be, shall conclusively evidence approval of all such details of the financing.
4. The Contract together with the amounts to be paid thereunder, shall be and the same are hereby designated as a qualified tax-exempt obligation of Henderson County for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
5. This Resolution shall become effective upon its adoption.

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THIS the 1 day of December, 1997.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: *Robert D. Edwards*
Chairman

ATTEST:

Elizabeth W. Corn
Elizabeth W. Corn, Clerk to the Board

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EXHIBIT A

BB&T Financing Documents

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CONTRACT**Lender:**

BB&T GOVERNMENTAL FINANCE
 Post Office Box 31273
 Charlotte, NC 28231

CONTACT: Veverly Hicks
 (704) 954-1700

County:

HENDERSON COUNTY
 100 North King Street
 Hendersonville, NC 28792-5097

CONTACT: Carey McLelland
 (704) 697-4824

INSTALLMENT PURCHASE CONTRACT

1. **Contract** (a) Henderson County agrees to borrow from Lender and Lender agrees to lend to the County the sum of \$135,225.00 upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Lender at its principal office, upon the terms and conditions of this Contract (the "Contract"). The County represents, covenants and warrants, and as requested by Lender will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth in Section 6 and is authorized by the Constitution and laws of such State and its own internal or administrative procedure to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder, and (ii) that the Contract has been duly authorized, executed and delivered by the County and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. The County agrees that it will do or cause to be done all things necessary to preserve and keep the Contract in full force and effect. The County further represents, covenants and warrants that the County has complied with all bidding requirements where necessary and by due notification presented this Contract for approval and adoption as a valid obligation on its part and that the County has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year.

(b) The County acknowledges that Lender has agreed to enter into this Contract on the condition that a certain exception from non-deductibility of interest expense under Section 265(b) of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to the County's use of the Equipment and to the County's issuance of tax-exempt obligations. In that regard, the County represents, covenants and warrants that:

(i) The Equipment will not be used directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general

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public, or by payments in respect of such property; or (B) will be derived from payments, whether or not to the County, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit;

(iii) No portion of the gross proceeds of the Contract will be used (directly or indirectly) to make or finance loans to persons other than governmental units;

(iv) This Contract and the Payment Schedule(s) attached hereto have been designated as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Code; and

(v) The County reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by the City (together with qualified tax-exempt obligations issued by an entity deriving its issuing authority from the County or by an entity subject to substantial control by the County) during the current calendar year shall not exceed \$10,000,000.00.

(c) The County acknowledges and agrees that the Payments have been calculated by Lender assuming that the interest portion of each Payment is exempt from federal income taxation. The County represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the Payments is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) The County acknowledges that the representations, covenants, and warranties set forth in Sections 1(b) and 1(c) shall survive the expiration of this Contract and that Lender may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. **Equipment Delivery and Acceptance.** The County shall accept the Equipment when delivered and placed in good repair and working order and hereby authorizes Lender to add to this Contract the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Contract. The County shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit D. Notice of any defects must be given to Lender within thirty (30) days of delivery. In the event the Equipment is not accepted by the County within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by the County, Lender, at Lender's option, shall have the right to cancel this Contract.

3. **Warranties.** LENDER IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Lender authorizes the County to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lender assumes no responsibility for shipment, delivery, installation or maintenance and all claims of the County with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. The obligation of the County to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of

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the County with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. **Contract Term.** This Contract shall become effective upon the execution hereof by Lender. The term of this Contract shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end at the expiration of the number of periods indicated in Schedule A of the Payment Schedule(s) (hereinafter the "Contract Term"). The Contract shall be automatically renewed on a year-to-year basis except as provided for in Section 5 and Section 15 below.

5. **Payments.** (a) The County agrees to pay total Payments ("Payments") set forth in Schedule A of the Payment Schedule(s), including the interest, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Lender (or such other place as Lender may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by the County of Lender as a condition precedent to payments shall be fully explained and provided to Lender prior to execution of this Contract. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) The County reasonably believes that funds can be obtained sufficient to make all Payments during the Contract Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is the County's intent to make Payments for the full Contract Term if funds are legally available therefor and in that regard the County represents that the use of the Equipment is essential to its proper efficient and economic operation.

(c) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for Payments due under this Contract, then the County shall immediately notify Lender or its assignee of such occurrence and this Contract shall create no further obligation of the County as to such fiscal year and shall be null and void, except as to the portions of Payments for which funds shall have been appropriated and budgeted. In such event, this Contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever. Subsequent to such termination of this Contract, the County shall have no continuing obligation to make Payments under this Contract. No right of action or damages shall accrue to the benefit of Lender, or its assignee, as to this Contract which may so terminate except as specifically provided in the last paragraph of this Section 5. In the event of such termination, the County agrees to peaceably surrender possession of the Equipment to Lender or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lender. Lender shall have all legal and equitable rights and remedies to take possession of the Equipment.

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(d) Notwithstanding the foregoing, the County agrees that it will not cancel this Contract under the provisions of Section 5(c) if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

6. **Location.** The Equipment shall be delivered and thereafter based at the location specified in the Payment Schedule(s) and shall not be removed therefrom without Lender's prior written consent.

7. **Use; Repairs.** The County shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. The County, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. **Alterations.** The County shall not make any alterations, additions or improvements to the Equipment without Lender's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. **Loss and Damage.** The County shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve the County of the obligation to make Payments or any other obligation under this Contract. In the event of damage to any item of Equipment, the County shall immediately place the same in good repair. If Lender determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, the County at the option of Lender shall:

(a) Replace the same with like equipment in good repair; or

(b) Pay Lender in cash all of the following: (i) all amounts then owed by the County to Lender under this Contract, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to the Payment Schedule. Upon Lender's receipt of such payment, the County shall be entitled to whatever interest Lender may have in said item, in its then condition and location, without warranty expressed or implied.

10. **Insurance.** The County shall, during the term of this Contract, purchase and maintain insurance, or with Lender's prior written consent may self-insure, covering specifically all Equipment of every description under this Contract against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMAN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Lender and shall carry public liability and property damage insurance sufficient to protect Lender from liability in all events. The proceeds under this insurance shall be payable to the County and Lender or its assignee as additional insured as their interest may appear under the terms and conditions of this Contract. Upon acceptance of the Equipment and upon each insurance renewal date, the County shall deliver to Lender or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, the County shall promptly provide Lender

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With written notice thereof and make available to Lender all information and documentation relating thereto.

11. Liens and Taxes. The County shall keep the Equipment free and clear of all levies, liens and encumbrances. The County shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lender's income. If the County fails to pay said charges and taxes when due, Lender shall have the right, but shall not be obliged, to pay said charges and taxes. In any event, the County shall pay Lender the amount thereof upon demand whether or not Lender shall have advanced the funds for the County.

12. Indemnity. The County shall indemnify Lender, the Local Government Commission and any member or its employees against and hold them harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon. To the extent permitted by law and except as provided in this Contract the County covenants to defend, indemnify and hold harmless the Lender and its directors and employees (collectively the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which the Indemnified Party may become subject under any statute or at law or in equity or otherwise solely in connection with the transactions contemplated by this Agreement and shall reimburse the Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims damages, liabilities or actions arise out of the transactions contemplated by this Contract. In particular, the County shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses, damages and costs, including legal fees and expenses, arising out of (1) the use, maintenance, condition or management of, or any work or thing done on the Equipment by the County, (2) any breach of default on the part of the County in the performance of any of its obligations under this Contract. (3) any act or negligence of the County or any of its elected officials, agents, contractors, servants, employees or licenses with respect to the Equipment, (4) any act or negligence of any assignee or sublessee of the County with respect to the Equipment, (5) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as hereinafter defined) on, from, or affecting the Equipment, (6) any personal injury (including wrongful death) or Property damage (real or personal) arising out of or related to such Hazardous Materials, (7) any lawsuit brought or threatened settlement reached or government order relating to such Hazardous Materials or (8) any violation of laws, orders, regulations, requirements or demands of government authorities or any policies or requirements of the County which are based upon or in any way related to such Hazardous Materials. The obligation of the County under this paragraph shall survive any event of default by the County under this Contract and the termination of this Agreement by the County pursuant to the provision hereof.

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13. Hazardous Materials. The County represents and warrants that, to the best of the County's knowledge, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on the Equipment except as may be described in a required current environmental assessment report as a condition for the funding of this transaction. The County covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the County shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the County or any sublessee, the installation of Hazardous Materials in the Equipment or a release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment. The County shall comply with and ensure compliance by all users and sublessees with all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. In the event that the County receives any notices from any governmental agency or any sublessee with regard to Hazardous Materials on, from or affecting the Equipment, the County shall immediately notify the Lender. The County shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to the satisfaction of the Lender. For purposes of this paragraph, "Hazardous Materials" shall include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

14. Assignment. (a) Without Lender's prior consent, the County shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Contract or the Equipment or any interest in this Contract or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than the County or the County's employees. Lender may, without the consent of the County, assign its rights, title and interest in and to this Contract, and all attachments hereto including Payment Schedule(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Contract or the Equipment, in whole or in part. Any assignment by the Bank may be only to a Bank, Insurance Company, or a similar financial institution or any other entity approved by the Local Government Commission. The County agrees that this Contract may become a part of a pool of contract obligations at Lender's option, and Lender or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of

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Lender under this Contract. The County shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Contract inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Contract and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Contract, the County shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lender's interest herein, Lender will cause written notice of such assignment to be sent to the County and, upon receipt of such notice of assignment, the County shall: (i) acknowledge the same in writing to Lender; and (ii) record the assignment in the County's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lender or by the County to evidence the assignment.

15. Prepayment and Early Termination. At the written request of the County, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A (Amortization Schedule) to the Payment Schedule(s), Lender shall convey all of Lender's right, title and interest in and to the Equipment to the County upon payment of the remaining principal balance plus any termination premiums and any principal and interest payment outstanding and due, if the County is not on such date in default pursuant to any term of this Contract. The termination premium is 1% of the net principal balance amount remaining at the time of prepayment. Upon satisfaction by the County of such purchase conditions, Lender shall deliver to the County a full release of any right, title or interest of Lender in and to the Equipment.

16. Taxes on and Title to Equipment. In addition to other payments to be made pursuant to this Contract, the County shall indemnify and hold Lender harmless from and against, and shall pay Lender, as additional payment, on demand, an amount equal to, all license, assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Lender, the County or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lender. The County may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Contract is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to the County, subject to immediate and automatic reversion to Lender upon any default by the County or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Lender otherwise elects in writing.

To secure all of its obligations hereunder, the County grants to Lender a first and prior security interest in any and all right and interest of the County in the Equipment, the Contract and payments due under this Contract, agrees that this Contract may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. The County further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of Lender.

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17. **Personal Property.** The Equipment is, and shall at all times during the Contract Term be and remain, personal property.

18. **Events of Default.** The County shall be deemed to be in default hereunder upon the occurrence of any of the following events:

(a) The County shall fail to make any Payment, or to pay any other payments required hereunder, except as specifically allowed by Section 5 hereof; or

(b) The County shall fail to comply with any other term, covenant or condition contained herein; or

(c) Any representations, covenant or warranty made by the County herein, including, but not limited to, those representations, covenants or warranties made in Sections 1(b) and 1(c) hereof, shall be or become untrue or misleading in any material aspect.

19. **Remedies of Default.** Upon the occurrence of an event of default as specified in Section 18 of this Contract, which the County shall fail to remedy within a period of ten (10) days after such occurrence, Lender shall have the right, at its option, without any further demand or notice, to pursue any one or more of the following remedies:

(a) By written notice to the County, declare an amount equal to all remaining principal balance due during the Contract Term to be immediately due and payable, whereupon the same shall become immediately due and payable to the extent permitted by State law;

(b) At the sole discretion of Lender, enter and take possession of the Equipment enforcing the Contract or terminating the Contract, and repossess the Equipment.

(c) Where the event of default arises because either (i) the County has breached its representations, covenants or warranties under Section 1(b) and as a result thereof interest expense attributable to the Contract is not deductible, or (ii) the County has breached its representations, covenants or warranties under Section 1(c) and as a result thereof the interest portion of the Payments is subject to federal income taxation; by written notice to the County, create a new Schedule A to the affected Payment Schedule(s) using the alternative interest rate(s) as set forth in the Payment Schedule(s) thereby increasing the remaining Payments or otherwise altering said Schedule A; or

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the County under this Contract.

20. **Amendments and Addenda.** This Contract may be amended or any of its terms modified only by written consent of the County and Lender or its assignee.

In the event the County desires to buy other equipment, the parties may execute an addendum to this Contract with respect to such other equipment by (i) executing a Payment Schedule for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by the Contract. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) The Contract, which provides basic terms and conditions;

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- (b) An executed Payment Schedule and acceptance certificate; and
- (c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the Payment Schedule, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. **Notices.** All notices to be given under this Contract shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. **Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Contract.

23. **Governing Law.** This Contract shall be governed by the General Statutes of North Carolina and N.C. G.S. 160A-20. Also, by statute there can be no deficiency judgment filed against a North Carolina municipal authority. The municipal authority is not pledging its taxing power to fulfill the obligation.

24. **Delivery of Related Documents.** The County will execute or provide, as required by Lender, the following documents and information satisfactory to Lender:

- (a) Equipment Acceptance Notice;
- (b) Legal Opinion of counsel as described in Section 1 above;
- (c) Statement of the County describing the essential functions and uses of the Equipment;
- (d) Documents evidencing title and delivery;
- (e) Maintenance contract regarding Equipment;
- (f) Uniform Commercial Code Financing Statements;
- (g) Certificates of liability and casualty insurance naming Lender and its assigns as additional insureds;
- (h) Invoicing Instructions; and
- (i) Other documents as reasonably requested by Lender.

25. **Entire Agreement; Waiver.** This Contract, together with the Payment Schedule(s) and other attachments hereto, and other documents or instruments executed by the County and Lender in connection herewith; constitute the entire agreement between the parties with respect to the Equipment. Any provisions of the Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract. The waiver by Lender of any breach by the County or any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

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26. **Special Stipulations.** Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

LENDER:

BB&T Governmental Finance
Post Office Box 31273
Charlotte, North Carolina 28231

SEAL

By: _____
Title: _____
Date: _____

COUNTY:

Henderson County
100 North King Street
Hendersonville, NC 28792-5097

COUNTY
SEAL

By: _____
Title: _____
Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, Article 3, Chapter 159 of the General Statutes of North Carolina.

This the _____ day of _____, 1997.

Finance Officer

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BB&T GOVERNMENTAL FINANCE
AMORTIZATION SCHEDULE

HENDERSON COUNTY
CAT TRACKHOE, COMPUTER EQUIPMENT
003-0803100-005

Compound Period : Quarterly

Nominal Annual Rate : 4.620 %

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 11/12/1997				135,225.00
1 02/12/1998	12,132.56	1,561.85	10,570.71	124,654.29
2 05/12/1998	12,132.56	1,439.76	10,692.80	113,961.49
3 08/12/1998	12,132.56	1,316.26	10,816.30	103,145.19
4 11/12/1998	12,132.56	1,191.33	10,941.23	92,203.96
5 02/12/1999	12,132.56	1,064.96	11,067.60	81,136.36
6 05/12/1999	12,132.56	937.12	11,195.44	69,940.92
7 08/12/1999	12,132.56	807.82	11,324.74	58,616.18
8 11/12/1999	12,132.56	677.02	11,455.54	47,160.64
9 02/12/2000	12,132.56	544.71	11,587.85	35,572.79
10 05/12/2000	12,132.56	410.87	11,721.69	23,851.10
11 08/12/2000	12,132.56	275.48	11,857.08	11,994.02
12 11/12/2000	12,132.56	138.54	11,994.02	0.00
Grand Totals	145,590.72	10,365.72	135,225.00	

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EXHIBIT C**PAYMENT SCHEDULE**

Dated as of: _____, 1997

Contract No. 003-0803100-005

THIS PAYMENT SCHEDULE is issued pursuant to an Equipment Installment Purchase Contract dated as of _____, 1997 (the "Contract"), between the parties to the Contract to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Contract.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Contract for the Equipment designated on this Payment Schedule are twelve (12) quarterly annual payments in arrears of \$12,132.56 (4.62% APR). A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A (Amortization Schedule) hereto. Payments shall be due as follows: First payment due _____, then quarterly thereafter for the duration of the Contract. The County shall pay the transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of 1.5% per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

C. FISCAL YEAR.

The County's fiscal year period is from July 1 to June 30.

D. CONCLUDING PAYMENT.

The County shall have the option to purchase the Equipment described herein in accordance with Paragraph 15 of the Contract upon payment of the remaining balance as set forth in the Schedule A, (amortization schedule) hereto plus any Payment or Payments due and unpaid.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Contract includes the following:

CAT trackhoe

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F. LOCATION.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility will incur a rate of not more than 7.24%.
2. Loss of tax-exempt interest will incur a rate of not less than BB&T published prime rate + 2%.

THE TERMS GOVERNING THIS PAYMENT SCHEDULE ARE CONTAINED IN THE CONTRACT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lender shall not be bound by this Agreement until it is executed by an authorized officer of Lender.

DATED as of the day and year first above stated on this Payment Schedule.

Lender:

County:

BB&T Governmental Finance
Post Office Box 31273
Charlotte, North Carolina 28231

Henderson County
100 North King Street
Hendersonville, NC 28792-5097

By: _____

By: _____

Title: _____

Title: _____

Date received: _____

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EXHIBIT D**EQUIPMENT ACCEPTANCE NOTICE**

To **LENDER:** BB&T Governmental Finance

Reference Contract No. 003-0803100-005

This is to acknowledge that the delivery and/or installation of the Equipment, described in Payment Schedule dated as of _____, has been completed in accordance with the terms of the above-referenced Contract and that the County has duly delivered to and received in proper form from Lender all purchase orders, invoices or such forms or documents required by the County to assure commencement of Payments on _____, in accordance with Section 2 of the Contract.

The undersigned has inspected said Equipment. It satisfies the provisions of Section 2 of the above-referenced Contract, and it is accepted according to the provisions contained therein.

Henderson County
100 North King Street
Hendersonville, NC 28792-5097

By: _____

Title: _____

Date: _____

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(Rev. May 1993)

Under Internal Revenue Code section 149(e)

See separate instructions

(Use Form 8038-GC if the issue price is under \$100,000)

Department of the Treasury Internal Revenue Service

Part I Reporting Authority If Amended Return, check here

1 Issuer's name: HENDERSON COUNTY, NORTH CAROLINA
2 Issuer's employer identification
3 Number and street: 100 NORTH KING STREET
4 Report number: G1997
5 City or town, state, and ZIP code: HENDERSONVILLE, NC 28792-5097
6 Date of issue
7 Name of Issue
8 CUSIP Number: N/A

Part II Type of Issue (check applicable box(es) and enter the issue price)

9 Education
10 Health and hospital
11 Transportation
12 Public safety
13 Environment (including sewage bonds)
14 Housing
15 Utilities
16 Other. Describe (see Instructions): TRACKHOE
17 If obligations are tax or other revenue anticipated bonds, check box
18 If obligations are in the form of a lease or installment sale, check box
Issue price: 135,225.00

Part III Description of Obligations

Table with 7 columns: (a) Maturity date, (b) Interest rate, (c) Issue price, (d) Stated redemption price at maturity, (e) Weighted average maturity, (f) Yield, (g) Net interest cost. Row 19: Final maturity. Row 20: Entire issue.

Part IV Uses of Original Proceeds of Bond Issues (including underwriters' discount)

Table with 2 columns: Description, Amount. Rows 21-28 detailing proceeds used for accrued interest, issue price, bond issuance cost, credit enhancement, reserve, refund, and nonrefunding proceeds.

Part V Description of Refunded Bonds (complete this part only for refunding bonds)

29 Enter the remaining weighted average maturity of the bonds to be refunded
30 Enter the last date on which the refunded bonds will be called
31 Enter the date(s) the refunded bonds were issued

Part VI Miscellaneous

32 Enter the amount of the state volume cap allocated to the issue
33 Enter the amount of the bonds designated by the issuer under section 265(b)(3)(B)(i)(III)(small issuer exception)
34 Pooled financings: a Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
b Check box if this issue is a loan made from the proceeds of another tax-exempt issue
35 If the issuer has elected to pay a penalty in lieu of rebate, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Please Sign Here

Signature of Officer Date Type or print name and title

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SAMPLE
Please type on Letterhead

EXHIBIT B

Legal Opinion of the County's Counsel

(Date)

BB&T Governmental Finance
Post Office Box 31273
Charlotte, North Carolina 28231

RE: Equipment Contract dated as of _____ and Payment Schedule thereto, dated as of _____, by and between BB&T Governmental Finance, as Lender, and Henderson County as the Borrower

Gentlemen:

I am the attorney for Henderson County (the "County") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Contract (the "Contract").

Based on the examination of the Contract and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Either the County is a state, territory, a possession of the United States, the District of Columbia, or a political subdivision thereof (as such terms are defined in Section 103 of the Internal Revenue Code and the Regulations thereunder) or the County is a constituted authority (as such term is defined in Section 103 of the Internal Revenue Code and the Regulations thereunder) empowered to issue obligations on behalf of one of the foregoing entities, and the County is authorized by the Constitution and laws of the State of North Carolina to enter into the transactions contemplated by the Contract and to carry out its obligations thereunder.
2. The Contract has been duly authorized, executed and delivered by the County and constitutes a valid, legal and binding obligation of the County enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the County of the Contract and the transactions contemplated thereby.
4. The entering into and performance of the Contract and other related documents will not violate any judgment, order, law or regulation applicable to the County or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the County or the leased equipment pursuant to, any indenture,

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mortgage, deed of trust, bank loan, credit agreement or other instrument to which the County is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the County, threatened against or affecting the County in any court or before any governmental commission, board or authority, which if adversely determined, will have a material adverse effect on the ability of the County to perform its obligations under the Contract.

6. The equipment subject to the Contract is personal property and when subjected to use by the County, will not be or become fixtures under the laws of the State in which it is located.

7. All required public bidding procedures regarding the award of the Contract have been followed by the County.

Very truly yours,

By: _____

Title: _____

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APPENDIX A**Essential Use Letter**

(DATE)

BB&T Governmental Finance
Post Office Box 31273
Charlotte, North Carolina 28231

RE: Contract No. 003-0803100-005 dated as of _____

Dear Sir:

The equipment purchased under the above-referenced contract, and associated peripheral equipment that we are buying under said contract, will be used by the _____ (Department or Agency) _____. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____ and
_____ are deemed to be essential to the efficient operation of the (Department or Agency) _____

Sincerely,

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APPENDIX C

Incumbency Certificate

The incumbency certificate should designate the names, and should display the signatures, of those individuals authorized to execute the contract and other related documents. The certificate should be signed by the individual charged with keeping the archives and records of incumbency, and the seal of the appropriate agency should be affixed.

EXAMPLE

I, _____, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Henderson County, a political subdivision or agency duly organized and existing under the laws of the State of North Carolina, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity, holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures; (ii) such officers have the authority on behalf of such entity to enter into that certain Contract dated _____, 1997, between such entity and BB&T Governmental Finance; and (iii) such officers have the authority on behalf of such entity to designate said Contract as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

NAME	TITLE	SIGNATURE

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 1997.

Secretary/Clerk

(SEAL)

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APPENDIX E

HENDERSON COUNTY

INVOICING INFORMATION SHEET

LEASE NUMB: 003-0803100-005

LEASE DATE: _____

INVOICING ADDRESS:

CONTACT PERSON: _____

PHONE NUMBER: _____

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APPENDIX J

**Certificate with Respect to Qualified
Tax Exempt Obligations**

I, _____ (name) _____, the _____ (title) _____ of Henderson County (the "County"), am duly authorized to execute that certain Contract, dated as of _____, (the "Contract") by and between the County and BB&T Governmental Finance and do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax-Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Contract has been designated by the City as a qualified tax-exempt obligation of the County for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

2. The County is a political subdivision of the State of North Carolina.

3. The Contract is being issued in calendar year 1997.

4. Neither any portion of the gross proceeds of the Contract nor the Equipment identified to the Contract shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Contract (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to County) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Contract are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. The County has designated the Contract as a qualified tax-exempt obligation for purposes of the Code, pursuant to a Bank Eligibility Certificate and a resolution adopted by the governing body of the County on _____, 1997.

8. In calendar year 1997, the County has designated \$ _____ of tax-exempt obligations (including the Contract) as qualified tax-exempt obligations. Including the Contract herein so designated, the County will not designate more than \$10,000,000.00 of obligations issued during calendar year 1997 as qualified tax-exempt obligations.

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9. The County reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by the County during calendar year 1997 will not exceed \$10,000,000.00.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from County or by an entity subject to substantial control by the County, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 1997.

HENDERSON COUNTY

SEAL

Name: _____

Title: _____

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BANK ELIGIBILITY CERTIFICATE

THIS ELIGIBILITY CERTIFICATE is entered into this day of _____, 1997, with the consent and approval of the Board of Commissioners, and Henderson County shall enter into a contract with BB&T Governmental Finance for the financing of the CAT trackhoe. This Eligibility Certificate is executed by the County and supplements and adds to the Installment Purchase Contract.

WITNESSETH:

WHEREAS, the County and the Lender have entered into Contract 003-0803100-005; and

WHEREAS, the County desires to supplement the Contract;

NOW THEREFORE, in consideration of the premises hereinafter contained, the County hereby certifies that:

The County has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of more than Ten Million Dollars (\$10,000,000.00) of tax-exempt obligations during the 1997 calendar year, and hereby designates the lease of the Equipment to which this certificate pertains as a "qualified tax-exempt obligation," as defined by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

In witness whereof, the County has caused this Supplement to the Contract to be executed by its respective officers thereunto duly authorized, all as of the date and year first above written.

SEAL

HENDERSON COUNTY

By: _____

Name: _____

Title: _____

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RESOLUTION

THAT WHEREAS, Henderson County through its duly elected/appointed _____, with the consent and approval of the Board of Commissioners, shall enter into a contract with BB&T Governmental Finance for the financing of the CAT trackhoe, and;

WHEREAS, the said contract, bearing the date _____, 1997 qualifies as a tax-exempt obligation of the County, pursuant to the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HENDERSON COUNTY:

That the aforesaid contract, bearing the date _____, 1997 by and between the Henderson County and BB&T Governmental Finance, together with the amounts to be paid thereunder, be and the same are hereby designated as a qualified tax-exempt obligation of the County for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

ADOPTED THIS _____ DAY OF _____, 1997.

(COMMISSION CHAIRMAN)

(CLERK)

COUNTY
SEAL

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RESOLUTION

WHEREAS, Lead Regional Organizations have established productive voluntary working relationships with municipalities and counties across North Carolina; and

WHEREAS, the 1997 General Assembly recognized this relationship through the appropriation of \$864,270 for each year of the biennium to help Lead Regional Organizations assist local governments with grant applications, economic development, community development, and to support local industrial development activities and other activities as deemed appropriate by local governments; and

WHEREAS, these funds are not intended to be used for payment of member dues or assessments to a Lead Regional Organization or to supplant funds appropriated by the member governments; and

WHEREAS, in the event that a request is not made by Henderson County for release of these funds to the Lead Regional Organization, the available funds will revert to State's general fund; and

WHEREAS, in Region B, funds in the amount of \$48,015 will be used to/for grant assistance, infrastructure assistance, economic development planning assistance, economic development training, labor force development, maintenance and distribution of socio-economic data and projections and other programs to help develop the region in an orderly manner.

NOW, THEREFORE BE IT RESOLVED, that the County of Henderson, requests the release of its share of these funds, \$ 12,969.19, to Land-of-Sky Regional Council at the earliest possible time in accordance with the provisions of state law.

Witnessed this the 5th day of December, 1997.

[Signature]
Signature

Elizabeth W. Corn
Signature of Witness

ORIGINAL
SEAL

Chairman
Title
Henderson County
Board of Commissioners

Clerk to the Board
Title

*This is a copy.
LOS required original*

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HENDERSON COUNTY BOARD OF COMMISSIONERS

100 North King Street
Hendersonville, North Carolina 28792-5097
Phone: 704-697-4808 • Fax: 704-698-6183
TDD: 704-697-4580

BOB EKLUND
CHAIRMAN
GRADY HAWKINS

VOLLIE G. GOOD
RENEE KUMOR
DON WARD

*County of Henderson
Board of Commissioners*

Resolution

WHEREAS, the Board of Commissioners is committed to the purpose of education in Henderson County; and,

WHEREAS, the Board of Commissioners recognizes the need to improve the facilities in which our children are educated; and,

WHEREAS, the Board of Commissioners is of the opinion that an additional one cent sales tax is the most fair and equitable method to finance such improvements;

NOW THEREFORE BE IT RESOLVED, that the Henderson County Board of Commissioners does request to be given the option to levy an additional one cent sales tax that would be used to pay for needed school renovation and construction.

ADOPTED, this 1st day of December, 1997.



ROBERT D. EKLUND, CHAIRMAN
HENDERSON COUNTY
BOARD OF COMMISSIONERS

ATTEST: 
Elizabeth W. Corn, Clerk to the Board

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3234

Taxpayer Name	Taxbill	Total	Reason
ABLAZE ADVENTURE CAMPS INC. D/E/A CAMP MISHEMOKWA	97A170674.15	\$497.13	SUBMITTED AMENDED RETURN TO NEGATE ARB ASSESSMENT
ACCARDI, ROBERT ACCARDI, MERCEDES	97A8802072	\$16.32	TT WAS SOLD IN 1996 TO A. JUNI #102537
ALYSON-AARON INC	97A66976.04	\$50.05	FIELD AN AMENDED RETURN TO NEGATE ARB ASSESSMENT
AMES, DAN	97A37710.01	\$21.74	1985 WAS TAGGED/NOT PERSONAL PROP.
ANGLIN, EDWARD	97A8902477	\$25.51	SOLD TO BETH PATTERSON
BAKER, FAITH F	97A9907155	\$400.63	PROPERTY WAS MAPPED AT 16.31 AC BUT WAS VALUED BY 37.67 AC. CORRECTED BY 96' DEED FOR 97' BILL
BALDWIN, ELAINE	95A972.02	\$46.86	MH DOUBLE LISTED UNDER #83873
BARKER CONSTRUCTION INC	97A777535.01	\$17.12	FILED AMENDED RETURN TO NEGATE THE ARB ASSESSMENT
BARKHAUS, CHARLES HENRY	97A8801371	\$40.44	SOLD TO D. CHEATAM #103316
BEAVER, SCOTTY	97A37032.07	\$2.46	PROPERTY OWNER STATES HE HAS NOT OWNED FOR 7 YEARS
BENTLEY, ALAN	97A9948183	\$49.53	PROPERTY WAS LISTED TO THE WRONG OWNER FOR 97, CORRECTED FOR 98. DISCOVERY MADE TO CORRECT OWNER
BISSONNETTE, JOHN LEDN	97A8906942	\$92.45	VALUE OF MH TOO HIGH
ECHIN, DGN EADS, BDB	97A8801478	\$16.96	SOLD TO M. SHEPARD #189005

Taxpayer Name Taxbill Total Reason

BOTELLO, SUSAN 97A8801193 \$37.66 MH LISTED ON #179795

BRIDGES, RHONDA 97A8802301 \$115.76 DOUBLE LISTED UNDER W. BRIDGES #144911

BRIDGES, RHONDA 96A8802301 \$118.22 DOUBLE LISTED #144911 W. BRIDGES

BUCKLEY, MINNIE 97A8801176 \$18.44 SOLD TO M. EDWARDS #188140

BURNEY MTN PARTNERSHIP 97A9928103 \$103.01 PROPERTY WAS VALUED AS 72.76 ACRES SHOULD HAVE BEE 53.89 ACRES. RELEASING THE DIFFERENCE IN VALUE

BURRELL, J B 97A8807607 \$62.17 WAS BILLED IN ERROR

CALDWELL, JOHN R 97A9954304 \$4.91 ACREAGE RECONCILIATION. ASSESS BY D CALDWELL, JANICE F EED ACRES .69 SP

CANTRELL, WILLIAM E 97A76283.01 \$30.24 SOLD BOAT/LISTED IN ERROR

CARLAND, TERRY W 97A12381.01 \$22.57 1965 MUSTANG SOLD/INDICATED ON LISTING FORM

CARSON, ALICE 97A8802017 \$16.51 SOLD TO C. WILLIAMS #168777

CASE, EDITH ALINE 97A8805746 \$63.00 BELONGS TO N. CAPPS #12203

CASON COMPANIES INC 97A33799.01.1 \$7.46 PLACED IN F09 FIRE DISTRICT IN ERROR/SHOULD BE CITY OF HENDERSONVILLE

CHAMBLESS, YOUNG G 97A8802406 \$21.86 SOLD TO R. LEDFORD #37724

3235

Taxpayer Name	Taxbill	Total	Reason
CHANDLER, STAN	97A8901476	\$16.82	MH SOLD IN 1996 #189998
CLEAR CREEK FARMS INC	97A1305.03	\$1167.13	AMENDED DISCOVERY BILL GENERATED & PAID 97A1305.03.2
CLEAR CREEK FARMS INC	97A1305.03.1	\$919.57	AMENDED DISCOVERY BILL GENERATED & PAID \$97A1305.03.2
COLEMAN, MABLE	97A8901217	\$25.37	MH TRANSFERRED TO J COLEMAN #86295
CORRIVEAU, ED	97A8901755	\$24.32	SOLD TO J. JONES #189642
COX, JOSEPH	97A8906892	\$68.33	VALUE OF MH TOO HIGH
CUTSHALL, DAVID	97A8902201	\$60.08	SOLD TO E. BOWLES #189410
DAVIS, CHARLES L DAVIS, MABEL M	97A9945054	\$30.48	THIS PROPERTY IS ON THE BUNCOMBE CO LINE. ASSESS 1.42 AC. BUNCOMBE IS ASSESSING AT 2.5 PER MARIE BCLR
DURANT, ANITA MAE	97A8901363	\$22.84	MH BELONGS TO S. GIBBS #133213
ESTES, ROGER ESTES, STACY	97A8902016	\$117.41	MH SOLD TO B. ALSTON #182082
FISHER, AVERY	97A8902265	\$115.76	MH MOVED TO BUNCOMBE CTY IN 1996
FOLEY, DAVID J	97A8907314	\$57.20	VALUE TOO HIGH
FOSTER, RITA M	97A8906515	\$61.72	CALCULATED INCORRECTLY

Taxpayer Name Taxbill Total Reason
 GILBERT, JEFFREY DEAN 97A8807695 \$97.60 1986 MH WAS REPOSSESSED
 2 YRS AGO

HAZEL, HOWARD JAMES & WIFE 97A8802958 \$40.52 MH DOUBLE LISTED IN #1088E

HIGHLANDS CONFERENCE CENTER IN 97A69625.01 \$3112.48 1997 BILLING INCLUDED IN TMA
 AUDIT FINDINGS

HYLDBURG, CARL A 97A9929841 \$238.78 VALUE REDUCED PER PTC APPEAL

JENKINS, ALOMA 97A8801687 \$23.38 MH JUST HAS A SHELL
 INSIDE DESTROYED/VALUE
 ADJUSTMENT

JENKINS, LAURIE SHANNON 97A8806934 \$36.10 VAUE TOO HIGH/VALUE ADJUSTMENT

JONES, H G 97A9959203 \$27.06 AREA MAPPED INCORRECTLY, MAJOR PT OF
 THIS ASSESSMENT SHOULD BE MAPPED
 AS A ROW, NOT TAXABLE PROPERTY

JONES, H G 97A9958205 \$45.51 AREA SHOULD BE DRAWN AS A ROW AND
 NOT TAXABLE PROPERTY.

JONES, MILBERN 97A1870.02 \$28.78 UNTAGGED VEHICLE/RESIDENT OF
 GEORGIA

JUSTUS, MICHAEL NORWOOD 97A9957857 \$21.88 ACREAGE ADJUSTMENT
 JUSTUS, MARY B

KENNURE PROPERTIES LTD 97A9947056 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR
 1997

KENNURE PROPERTIES LTD 97A9947060 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR
 1997

KENNURE PROPERTIES LTD 97A9947034 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR
 1997

3237

Taxpayer Name	Taxbill	Total	Reason
KENMURE PROPERTIES LTD	97A9947057	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997
KENMURE PROPERTIES LTD	97A9947021	\$13.97	SHOULD NOT HAVE RECEIVED A 1997 TAX BILL
KENMURE PROPERTIES LTD	97A9947026	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997
KENMURE PROPERTIES LTD	97A9947040	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997
KENMURE PROPERTIES LTD	97A9947006	\$13.97	SHOULD NOT HAVE HAD 1997 TAX BILL
KENMURE PROPERTIES LTD	97A9947010	\$13.97	SHOULD NOT HAVE HAD A 1997 TAX BILL
KENMURE PROPERTIES LTD	97A9947033	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997
KENMURE PROPERTIES LTD	97A9947032	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997
KENMURE PROPERTIES LTD	97A9947055	\$13.97	SHOULD NOT HAVE RECEIVED A 1997 BILL
KENMURE PROPERTIES LTD	97A9947024	\$13.97	SHOULD NOT HAVE RECEIVED A 1997 TAX BILL
KENMURE PROPERTIES LTD	97A9947047	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997
KENMURE PROPERTIES LTD	97A9947037	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997
KENMURE PROPERTIES LTD	97A9947059	\$13.97	SHOULD NOT HAVE BEEN BILLED FOR 1997

RELT T
 11/

COMMISS.

ASES

 Taxpayer Name Taxbill Total Reason

 KENNURE PROPERTIES LTD 97A8947008 \$13.97 SHOULD NOT HAVE HAD A 1997 TAX BILL

 KENNURE PROPERTIES LTD 97A8947027 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997
 S

 KENNURE PROPERTIES LTD 97A8947025 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997

 KENNURE PROPERTIES LTD 97A8947042 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997

 KENNURE PROPERTIES LTD 97A8947058 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997

 KENNURE PROPERTIES LTD 97A8947035 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997

 KENNURE PROPERTIES LTD 97A8947054 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997

 KENNURE PROPERTIES LTD 97A8947028 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997

 KENNURE PROPERTIES LTD 97A8947041 \$13.97 SHOULD NOT HAVE BEEN BILLED FOR 1997

 LANCELOT BUILDERS & REALTY INC 97A8954593 \$76.84 THIS PROPERTY IS ASSESSED BY 99-584 95 & 99-58494 FOR 1997 !!!
 S

 LEVER, JOHN & WIFE 97A8803489 \$30.81 DID NOT OWN MH JANUARY, 1997

 LIGHT, VIRGINIA E 97A8944006 \$89.04 THIS WAS ANNEXED AND CODED FOR 1997 IN THE TOWN OF LAUREL PARK. SHOULD NOT HAVE BEEN BILLED FOR VH FIRE

 LYDA, MICHAEL 97A8806786 \$64.07 VALUE ADJUSTMENT

3239

Taxpayer Name	Taxbill	Total	Reason
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MCCLURE, VIRGIE AS TRUSTEE GARDNER, RICHARD AS TRUSTEE	97A995B340	\$76.26	0 UNLIFIED FOR EXEMPTION
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MCCRAW, FOREST L & PEGGY	97A37513.07	\$33.48	BILLED IN ACCT #13516
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MIDDLETON, JERRY	96A8904873	\$110.81	DBLE LISTED #108821
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MIDDLETON, JERRY	97A8804873.1	\$109.88	DOUBLE LISTED #108821
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MOLDOVAN, EUGENE MOLDOVAN, RUTH	97A8902094	\$17.97	1982 TR TLR IS TAGGED
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MCSIER, WEALTHY SCHROEDER	97A8801753	\$47.75	CORRECTED VALUE
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MUSSMAN, NORMAN MUSSMAN, ELAINE	97A8900607	\$36.77	MH DBL LISTED
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NEWELL, WARREN ROSSLYN	97A8901814	\$14.15	MH SOLD TO W. DAVIS #94029
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NUNN, DORIS A	97A8900983	\$10.99	VALUE TOO HIGH
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PENDLETON, LESLIE D PENDLETON, BARBARA	97A0702325	\$34.11	VALUE TOO HIGH
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PIVARNIK, WILLIAM DYER PIVARNIK, BARBARA ANN	97A9957533	\$0.00	MH SHOULD HAVE BEEN BILLED TO W. PIVARNIK #166272
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PUBLIC SERVICE CO OF NC INC	97A9956189	\$3453.23	WAS BILLED IN PUBLIC SERVICE ACCT NUMBER 39478
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GUINN, CHARLES H	97A8601192	\$87.37	MH LISTED #12146 N. ALFARO
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 Taxpayer Name Taxbill Total Reason

 RHODES, GEORGIA H 97A8802449 \$0.00 MH WAS SOLD 11/96 TO G. RHODES

 RITCHEY, AMY 97A8806665 \$52.19 MH BELONGS TO J. RITCHEY #71705

 SEAY, SHARON B 97A0601863 \$76.88 HSE BURNED 12-15-96

 SHIPMAN, MABEL EARLINE 97A8902692.1 \$5.54 OWNED BY W. SHIPMAN #20171

 SIDDLER, MERI ADELE 97A8902044 \$14.73 WAS SOLD TO C. HOLSTON #190274

 SPRANDLE, SYLVIA 97A8804702 \$69.08 BELONGS TO C. BURROUGHS #177446

 SPRANDLE, SYLVIA 97A8807195 \$31.31 SOLD TO C. BURROUGHS #177446

 THOMAS, DEBRA G 97A0115109 \$8.75 ACREAGE RECONCILIATION. ASSESS BY DEED 2.75. SP

 TURNER, Foy WAYNE SR 97A8803881 \$95.63 BELONGS TO N. MCMAHON #113579

 TYTE, BRUCE M & WIFE 97A8901713 \$9.31 SOLD TO D. WATTS #115147

 TYTE, NANCY M 97A8802221 \$33.23 SOLD TO V SALDANA #175789
 TYTE, JEANNE

 WALDRUP, KEVIN K 97A9905103 \$209.55 RELEASING MH SOLD TO N SISK
 WALDRUP, SHARON D

 WARD, ALMA F 97A0202098 \$101.60 RELEASE 16,000/REMAINDER OF ELDERLY EXEMPTION
 MCHUGH, MICHAEL H

3241

3242

Taxpayer Name	Taxbill	Total	Reason
WARD, DANIEL S WARD, SYLVIA J	97A9948712	\$337.82	PROPERTY WAS LISTED TO THE WRONG OWNER FOR 97. CORRECTED FOR 98. DISCOVERED TO CORRECT NAME
WATER WORKS	97A136015.07	\$44.67	FILED LISTING IN LIEU OF ARBITRARY
WINDKUR, SOLOMON	97A8800568	\$33.98	SOLD TO N McCURRY #27683
WINTERS, LEONARD	97A8901591	\$35.75	SOLD TO K. MCCORMICK #113754

TOTAL RELEASES >>> \$14060.93

REL 11/11
 Taxpayer Name Taxbill Total Reason

ALLEN, LARMA B 97A9902580 \$34.35 VALUE OF MH TOO HIGH

DIRN, DEWITT A 97A9901341 \$21.38 73 TT SOLD 2 YRS AGO

BRAUN, HARRY 96A0117108 \$0.72 PROPERTY SHOULD HAVE BEEN BILLED TO LAUREL PARK INSTEAD OF FOX VALLEY HILL - LP WILL DISCOVER

BRAUN, MARIAN L 95A0117108 \$0.72 PROPERTY SHOULD HAVE BEEN BILLED TO LAUREL PARK INSTEAD OF FOX VALLEY HILL - LP WILL DISCOVER

BRAUN, MARIAN L 97A0117108 \$0.72 PROPERTY SHOULD HAVE BEEN BILLED TO LAUREL PARK INSTEAD OF FOX VALLEY HILL - LP WILL DISCOVER

CHINNERS, BETTY CHAPLIN 97A9905083 \$9.27 REFUND BILL FOR PORCHES

COLLINS, MELVIN L 95A9804338 \$60.55 DOES NOT BELONG MH/BELONGS TO H. DUNCAN

HYLDBURG, CARL A 96A9929841 \$227.41 VALUE REDUCED PER PTC APPEAL

HYLDBURG, CARL A 95A9929841 \$223.62 VALUE REDUCED PER PTC APPEAL

JUSTUS, ELIZABETH KING 97A0201181 \$127.00 ELDERLY EXEMPTION

LITTLE RED SCHOOL OF H'VILLE 97A95710.01 \$65.66 FILED LISTING IN LIEU OF ARB ASSESSMENT
 HUSSEY, CRAIG JOSEPH D/B/A

MCCRAW, FOREST L & PEGGY 97A9808128 \$3.11 REFUND FOR PORCH

RUBIN, IRENE K 94A0109855 \$20.46 PD IN ERROR, CORRECTING PRIOR REFUND AMT

3243

3244

RELEASE MNT
11/24/97

COMMISSIONER'S REPORT 12/01/97
REFUNDS

REL. REPORT
PAGE 2

----- Taxpayer Name -----	----- Taxbill -----	----- Total -----	----- Reason -----
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THOMAS, DEBRA G	96A0115109	\$8.19	ACREAGE RECONCILIATION. ASSESS BY DEED 2.75
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TURNER, FOY WAYNE SR	95A8803881	\$93.24	MH DID NOT BELONG TO TURNER
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WINTER, WILLIAM A	97A9947337	\$20.32	PROPERTY WAS MAPPED INCORRECTLY AND VALUED FOR 1 AC TOO MUCH IN ERROR
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WINTER, FAYE P	95A9947337	\$19.04	BILLS CORRECTED FOR 95,96,97
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WINTER, WILLIAM A	96A9947337	\$19.36	PROPERTY WAS MAPPED INCORRECTLY AND WAS ASSESSED FOR 1 ACRE TOO MUCH
WINTER, FAYE P	96A9947337	\$19.36	BILLS CORRECTED FOR 95,96,97

TOTAL REFUNDS >>> \$955.12

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