

**MINUTES**

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
WEDNESDAY, JULY 10, 2019**

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

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

Also present were: Finance Director Samantha Reynolds, Director of Business and Community Development John Mitchell, Engineer Marcus Jones, Planning Director Autumn Radcliff, Construction Manager David Berry, Emergency Management/Rescue Coordinator Jimmy Brissie, Library Director Trina Rushing, Tax Administrator Darlene Burgess, Deputy Tax Collector Luke Small, Parks and Recreation Director Carleen Dixon, PIO Kathy Finotti – videotaping, and Lieutenant Mike Marstellar as security.

**CALL TO ORDER/WELCOME**

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

**INVOCATION**

The invocation was provided by John Mason of Main Street Baptist Church.

**PLEDGE OF ALLEGIANCE**

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

**2019.61 RESOLUTION IN MEMORIAM – WILLIAM L. MOYER**

Commissioner Messer read the Resolution aloud.

William L. “Bill” Moyer / February 4, 1939 – June 22, 2019

Whereas, William L. “Bill” Moyer was born in Philadelphia, Pennsylvania and was a graduate of Lafayette and Temple Universities; and Whereas, his professional career included practicing law as a partner at Dechert Price and Rhoades in Philadelphia and as President and CEO of C-Tec Corporation in Wilkes Barre, Pennsylvania; and Whereas, while living in Pennsylvania, he served on the Board of the United States Telephone Association, was a Member of the Board of Supervisors of Upper Frederick Township and served as President of the Philadelphia area Cerebral Palsy Association; and Whereas, he retired to Flat Rock in 1990 and started a family business called Moyer Properties; and Whereas, he demonstrated his passion for public service in our community by serving in numerous civic and non-profit leadership capacities over many years, including Pardee Hospital, Conserving Carolina, Flat Rock Playhouse and the Asheville Regional Airport Authority; and Whereas, he served on the Henderson County Board of Commissioners from 1998-2010, serving as the Chairman in 2001 and again in 2005-2009; and Whereas, he was a member of Grace Lutheran Church, the Flat Rock Playhouse chorus, the Hendersonville Chorale and The Community Chorus; and Whereas, he was an avid conservationist, gardener, reader and golfer who also loved to travel and was very devoted to his family above all else; Now, Therefore, Be it Resolved, that William L. “Bill” Moyer will be remembered for his passion and commitment to service and his many contributions to our community.

*Commissioner Messer made the motion to adopt the Resolution in Memoriam. All voted in favor and the motion carried.*

Approved: August 5, 2019

**PUBLIC HEARING****Public Hearing on Land Development Code (LDC) Text Amendments (TX-2018-04) RV Parks and Park Models Parks and Property Addressing**

*Chairman Hawkins made the motion to go into public hearing. All voted in favor and the motion carried.*

Autumn Radcliff stated the Board of Commissioners (BOC) directed the Planning Board to review the requirements for RV (Recreational Vehicle) Parks which include park model parks. The Planning Board sent forth draft amendments last fall. The BOC tabled its discussion of the amendments and asked for the Technical Review Committee (TRC) and Planning Board to review the State standards and requirements for central holding tanks and to determine the appropriate density for these types of parks.

The TRC reviewed the item at its March 19th meeting and the Planning Board voted unanimously at its March 21st to send forward a favorable recommendation on the attached draft text amendments. The proposed text amendment includes:

- Amendments to the existing RV Park requirements such as: duration, density, buffer requirements, permanent structures (such as storage buildings), porches or decks would not be permitted (covered picnic areas are allowed), requires a 50 foot setback from perennial streams, minimum road standards, and limits permanently placed park models to no more than 10% of the park. The amendment also clarifies allowed sewage disposal systems, standards for the park model spaces, and requires that RV's have a current tag, no underpinning and tires must be operational.
- The proposed Park Model RV Park use requires similar restrictions as those found in the traditional RV Park, but includes allowances for covered porches, decks and storage buildings, a minimum of 5 contiguous acres, a separation of 20 feet for fire safety, provide a minimum of 2 parking spaces, 25% open space, and does not allow traditional RV's in these parks. The amendment also limits the allowed density for both RV Parks and Park Model RV Parks to no more than 10 sites per acre.
- Clarification to the Property Addressing Ordinance on the appeal process under G.S. 153A-239.1.

**Public Notice:**

The required public notice of this hearing was published in the Hendersonville Lightning on June 26, 2019 and July 3, 2019.

The Henderson County Board of Commissioners will hold a public hearing on proposed text amendments to the Henderson County Land Development Code (LDC) (TX-2018-04) and the Property Addressing Ordinance. The proposed LDC text amendment, (TX-2018-04) Recreational Vehicles (RV) Parks and Park Model Parks, propose modifications to the existing RV Park use and proposes a new use to address park model RV parks which include amendments such as density, location, size, duration, and other related restrictions. Proposed amendment to the property addressing ordinance include clarification on the appeal process under G.S. 153A-239.1.

Before adopting the proposed text amendments to the LDC and the Property Addressing Ordinance, the Board of Commissioners must hold a public hearing. The public hearing will be held Wednesday, July 10, 2019, at 9:00 a.m., in the Board of Commissioners Meeting Room located in the Henderson County Historic Courthouse, 1 Historic Courthouse Square, Hendersonville. The public is invited to attend and comment on the proposed text amendments.

Written comments addressed to the Henderson County Board of Commissioners, 1 Historic Courthouse Square, Suite 1, Hendersonville, NC 28792, will be accepted prior to the hearing. Information about the proposed amendments is available for review in the Henderson County Planning Department, 100 N. King St., Hendersonville, NC, between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, or on the Henderson County Website at [www.hendersoncountync.gov](http://www.hendersoncountync.gov) under the Board of Commissioners Agenda. Please note that after considering public hearing comment, the Board of Commissioners may discuss other options or modify the proposed text amendments before taking final action.

Board action requested:

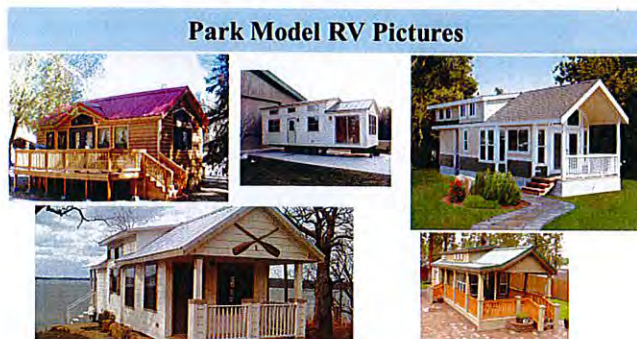
State law and the LDC require the Board of Commissioners hold a public hearing prior to acting on a text amendment and adopt a written statement of consistency with the County Comprehensive Plan.



**Land Development Code Text Amendments**

What is an RV?

- Meets RVIA standards
- NCDMV requires a tag and registration
- U.S. DOT categorizes RV's by class:
  - Class A: Large motor homes and converted commercial passenger vehicles (bus)
  - Class B: Campervans
  - Class C: RV's that are attached to a truck or hauled behind
  - Other RV Types: Truck campers, pop-ups, light weight travel trailers



**Land Development Code Text Amendments**

What is a Park Model RV?

- Meets RVIA standards (must meet or exceed ANSI Standard A119.5)
- Designed for temporary or seasonal use, not intended as a permanent residence
- Vacation type use purposes
- Not designed to be moved frequently
- Does not require a DMV tag
- Federal law requires the RV Park Model tag at door with the serial number
- Does not have a septic holding tank like a traditional RV and requires connection to a sewage disposal system

**Land Development Code Text Amendments**

Background:

- Questions and concerns were raised with recent applications for new RV Parks
- BOC directed the Planning Board to review these issues and concerns

- Planning Board discussed the draft amendments over several meetings and recommended draft text amendments to the LDC
- BOC reviewed the draft amendments and directed TRC and Planning Board to review the central holding tank (dump station) requirements and the allowed density
- TRC reviewed the draft amendment at its meeting on March 19th
- On March 21<sup>st</sup>, the Planning Board reviewed the amendments and recommended modifications to the standards for central holding tanks and density allowances

**Planning Board Recommendation**

- RV Parks: Require a sewage disposal system that is permitted by the applicable review agency
- Park Model Parks: Require a sewage disposal system as one of the following types: septic system, or approved public, community or municipal sewage disposal system that is permitted by the applicable review agency
- Density: Maximum density is 10 spaces per acre (with specific standards)

**LDC Text Amendment A: RV (Recreation Vehicle) Park**

Proposed changes to the existing RV Park regulations:

- B2 buffer required (30 ft planted buffer)
- Only 2 campsites per RV space
- No RV permitted in the floodway
- Covered porch, deck or accessory structure is not allowed
  - (covered picnic area and fire pit is allowed/outside of floodplain)
- RV space must be 50 feet from perennial streams
- RV’s shall:
  - Not be located in the park longer than 180 consecutive days (temporary use permit may apply)
  - Have a current tag, no underpinning, and tires must be operational
- Minimum of 16 ft wide roads for 2-way streets and 12 ft wide for 1-way streets

**LDC Text Amendment A: RV (Recreation Vehicle) Park**

Proposed changes to the existing RV Park regulations continued:

- Provide a sewage disposal system that is permitted by the applicable review agency
- Allowed density is 10 spaces per acre
- 10% of the RV Park may contain a park model provided:
  - It is not located in the 100 yr. floodplain
  - May contain a covered porch or deck not to exceed 150 sq. Ft.
  - Have a minimum separation of 20 ft between units
  - Must be for overnight or seasonal accommodations

**LDC Text Amendment B: Park Model RV Parks**

Add Park Model RV Parks to the permitted use table.

USE TYPE	GENERAL USE DISTRICT											
	P-Permitted; S-Special Use Permit											
	R1	R2	R2R	R3	R4	OI	MU	LC	CC	RC	I	SR
<i>Recreational Vehicle Park</i>	S	S	S	S	S		P	P	P			4.15
<i>Recreational Vehicle Park, Park Model</i>	S	S	S	S	S		S	S				4.16

**LDC Text Amendment B: Park Model RV Parks**

Proposed regulations for Park Model RV Parks are similar to RV Parks with the following exceptions:

- Each park model unit:
  - Shall a minimum of 2 parking spaces and be positioned in a like fashion

- Shall clearly display the space number as shown on the approved site plan
- May contain an open or covered porch that may be screened but not enclosed, not more than 15 ft in height or 400 sq. ft. in area
- May provide underpinning
- May contain an 1 accessory storage structure not to exceed 144 sq. ft. (12 x 12)
- Must have a minimum separation of 20 ft. between units

### **LDC Text Amendment B: Park Model RV Parks**

Proposed regulations for Park Model RV Parks Continued:

- Park shall not contain other recreational vehicles other than park models
- Park must have a minimum of 5 contiguous acres
- Contain a minimum of 25% open space
- Provide a sewage disposal system as one of the following types: septic system, or approved public, community or municipal sewage disposal system that is permitted by the applicable review agency
- Allowed density is 10 spaces per acre

### **Property Addressing Ordinance Amendments**

Clarification to the Property Addressing Ordinance on the appeal process under G.S. 153A-239.1

Amend Section 41-14 Appeals

Action taken by the Property Address Coordinator or under guidelines set forth in this chapter may be appealed by the property owner(s) to **the Zoning Board of Adjustment (ZBA) Board of Commissioners (BOC) for a public hearing under G.S. 153A-239.1**. Such an appeal must be filed in writing within 30 days of written notification of required owner action with the Property Addressing Coordinator, **and the appellant must pay the cost of notifications for the hearing.**

### **Public Input**

1. Kaye Caldwell is concerned about parks being located in low density areas. She feels further review of the plan is necessary in order to minimize impact to adjoining property owners.

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

### **Discussion**

Chairman Hawkins is concerned with density with regard to the small area plans.

Commissioner Edney requested further time for review of the documents pertaining to the LDC Text Amendments.

*It was consensus of the Board to roll the LDC Text Amendments to a future meeting, mid-August, allowing the Planning Board time to look at density, compatibility and the small area plan.*

*Commissioner Edney made the motion to adopt the proposed property addressing amendments as presented. All voted in favor and the motion carried.*

### **INFORMAL PUBLIC COMMENT**

1. Dennis Justice discussed sports betting/gambling and the need for additional funding for Recreation.
2. Stefanie Wolf is opposed to the Tap Root Project and requested the Board vote against it.
3. Kris Kaufman is opposed to the Tap Root Project and requested the Board vote against it.
4. George Pappas spoke regarding constitutional protections and stated they protect all people not just citizens.

5. Cindy Rice spoke on behalf of the Greater Asheville Regional Airport Authority against the Rezoning Application for Tap Root. Their concern is dense residential development in the flight path. She asked the Board to vote against the rezoning application.
6. John DeGelleke finds that promised improvements in the Highway 191 Safety Project were eliminated in the work done at the schools.

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

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

CONSENT AGENDA consisted of the following:

#### **Minutes**

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

June 19, 2019 - Regularly Scheduled Meeting

Motion:

*I move the Board approves the minutes of June 19, 2019.*

#### **2019.62 Pending Releases and Refunds**

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

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

Type:	Amount:
Total Taxes Released from the Charge	\$4,382.01
Total Refunds as a Result of the Above Releases	\$ 763.10

Motion:

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

#### **County Financial Report/Cash Balance Report – May 2019**

The March 2019 County Financial and Cash Balance Reports were provided for the Board's review and approval.

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

- Garage – fuel costs to be allocated to user departments
- Rescue Squad – payment of 4<sup>th</sup> quarter Board approved contribution payment, excess fuel costs
- Agri-Business – excess operating expenditures that will be covered by membership fees
- Medical Services – Autopsies – higher than average billing for the year
- Mental Health – payment of 4<sup>th</sup> quarter Board approved maintenance of effort (MOE)
- Juvenile Justice Programs – higher than average juvenile detention fees
- Public Education – payment 10 of 10 of annual appropriation made to the public schools
- Debt Service – timing of larger debt service payments made during the year

The YTD deficit in the Hendersonville High School Project (2019) is due to the payment of architect fees and other expenditures for the project in the Capital Projects Fund that will be reimbursed from future financing.

The YTD deficit in the Oklawaha Greenway Project is due to the timing of the grantor’s reimbursement of expenditures incurred.

The YTD deficit in Cane Creek Water and Sewer District is due to encumbrances and expenditures for services and projects performed during the fiscal year, including the Mud Creek Interceptor project.

Motion:

*I move that the Board of Commissioners approves the May 2019 County Financial Report and Cash Balance Report as presented.*

**Henderson County Public Schools Financial Reports – May 2019**

The Henderson County Public Schools May 2019 Local Current Expense Fund / Other Restricted Funds and Capital Outlay Reports were provided for the Board’s information.

Motion:

*I move that the Board of Commissioners approves the Henderson County Public Schools May 2019 Financial Reports as presented.*

**NC Cardinal Memorandum of Agreement**

NC Cardinal is a consortium of North Carolina public libraries that share an online catalog and integrated library system (ILS), and share resources with other member libraries. Henderson County joined this online consortium in FY16.

The annual cost share for continued membership is determined based upon the size of the library’s collection and patron base. The FY20 Memorandum of Agreement and bylaws indicating our annual cost share of \$10,628 was provided for approval. This full amount was accounted for, and approved, in the adopted FY20 budget.

Motion:

*I move that the Board approves the FY19-20 NC Cardinal Memorandum of Agreement as presented.*

**Unsealing of closed session general accounts**

This Board reviewed general accounts of the closed sessions listed below, and took the following action:

- 1) The following closed session general accounts were ordered unsealed, as the release of their contents would not frustrate the purpose of the closed session:

February 2, 2015	Session II	March 2, 2015	Session IV
March 18, 2015	Session I	March 30, 2015	Session I
April 15, 2015	Session II	June 1, 2015	Session I, II
October 5, 2015	Session I, II, III	October 21, 2015	Session I
December 7, 2015	Session II	July 20, 2016	Session III
September 6, 2016	Session III	April 3, 2017	Session I
May 1, 2017	Session I	August 7, 2017	Session II
November 15, 2017	Session I, II	February 5, 2018	Session I
February 21, 2018	Session I	March 21, 2018	Session I, III
April 2, 2018	Session I	April 18, 2018	Session I
June 4, 2018	Session I	December 3, 2018	Session I
January 7, 2019	Session I, II		

Motion:

*I motion the Board approves closed session general accounts as listed to be unsealed.*

**2019.63 Thompkins request for refund of deed excise tax**

Attorney C. Page Collie has requested, on behalf of Shawn Thomas Thompkins, the refund of the sum of Two Hundred Seventy Dollars (\$270.00) in real property conveyance excise tax ("deed stamps"). The deed in question represented real estate located in Buncombe County, not Henderson County, but was first incorrectly recorded in the Henderson County Register of Deeds Office.

Pursuant to N.C. Gen. Stat. § 105-228.37, a request for refund of overpayment of real property conveyance excise tax must be made within six months of the date of payment. The payment was made on or about June 13, 2019. A letter to the Board of Commissioners requesting refund and an email waiving notice of the Board's hearing of the consideration of their request are attached.

If the Board determines that a refund is in order, the refund will be of the amount of the excise tax paid.

**Motion:**

*I move that the Board grants the refund requested insofar as it conforms to the requirements of N.C. Gen. Stat. §105-228.37(b).*

**Set Public Hearing for Conditional Rezoning Application #R-2019-02-C, Owen**

Conditional Rezoning Application #R-2019-02-C was initiated on March 18, 2019 and requests that the County conditionally rezone approximately 5 acres of land from Residential Two (R2) to an Industrial Conditional District (I-CD). The project consists of 2 parcels (PIN(s): 9661-24-1053 & a portion of 9661-13-9920) located off Whispering Hills Drive (SR 1625). Amber Nicole Owen is the property owner and applicant.

The applicant is proposing to expand an existing legal nonconforming commercial use onto a recently acquired abutting parcel of land as identified on the Site Plan. The proposal includes, in addition to the existing indoor and outdoor storage areas, an outdoor commercial vehicle storage lot and an 80' by 50' garage for indoor equipment storage. The Existing Land Use Map provided identifies the existing commercial use parcel as "Parcel A" and the proposed expansion area as "Parcel B." Conditional rezoning's allows for the Board of Commissioners to place conditions on the property to address community concerns and make the proposed development compatible with adjacent uses.

The Technical Review Committee (TRC) reviewed the application on May 7, 2019 and forward the rezoning request to the Planning Board with conditions listed in the staff report.

The Planning Board reviewed the rezoning request at its May 16, 2019 and June 20, 2019 meetings. On June 20<sup>th</sup> following Board discussion, a motion to forward an unfavorable recommendation was unanimously passed. The Planning Board did provide conditions to be forwarded onto the Board of Commissioners that the applicant provide or address noise concerns, building setbacks, aesthetics of the site, access to and from the site, limiting uses, and restricting hours of operations.

**Motion:**

*I move that the Board schedule a public hearing for conditional rezoning application #R-2019-02-C, Owen for Monday, August 5, 2019, at 5:30 PM.*

**2019.64 Library Security**

Following discussion regarding library security at the April 17, 2019 Board of Commissioners meeting, the Board of Commissioners directed the Library Board of Trustees, County Attorney and law enforcement meet to develop a course of action to most effectively address security needs at the Main Library. Staff has had a series of meetings and discussions with the Board of Trustees, members of County administration and law enforcement, and present for the Board's consideration a two-tiered approach including both an updated Code of Conduct and an increased presence by law enforcement.



An updated Code of Conduct and associated Disciplinary Policy were reviewed and approved by the Library Board of Trustees during their June 20, 2019 meeting. These documents will provide patrons with clear expectations regarding their conduct while on library property and allow staff to appropriately and fairly respond when expectations are not being met.

The Hendersonville Police Department agreement increases police presence at the Main Library from two hours to four hours per day, and allows for a varied schedule throughout the week. This agreement may be modified at any time as deemed necessary to address the evolving security needs of the library.

The Board is requested to approve the Code of Conduct, Code of Conduct Disciplinary Policy and Hendersonville Police Department Agreement as presented.

Motion:

*I move that the Board approves the Code of Conduct and Code of Conduct Disciplinary Policy as presented; and directs staff to execute the Hendersonville Police Department Agreement as presented.*

#### **Not-For Profit Performance Agreements**

Subsequent to the approval of the FY 2019-2020 Budget, staff has distributed the funding agreements to the non-profit agencies receiving County allocations.

1. Blue Ridge Humane Society	\$ 75,000
2. Children and Family Resource Center	\$ 17,340
3. Council on Aging	\$ 36,075
4. Daniel Boone Council, Boy Scouts of America	\$ 5,000
5. Free Clinics	\$ 27,645
6. Henderson County Heritage Museum	\$100,000
7. Housing Assistance Corporation	\$ 11,750
8. Only Hope WNC	\$ 18,000
9. Pisgah Legal Services	\$ 20,000
10. Safelight	\$ 47,500
11. St. Gerard House	\$ 50,000
12. Vocational Solutions	\$ 41,625
13. Western Carolina Community Action, Inc. – Transportation Grant	\$ 38,905
14. Western Carolina Community Action, Inc. – Medical Transport	\$ 11,100
15. WNC Communities	\$ 4,219

Motion:

*I move the Board authorizes the Chairman to execute the funding agreements thereby authorizing the release of the first of the quarterly installments to the named agencies.*

#### **Set public hearing for Project Brighter Day**

The Board is requested to set a public hearing on economic development matter “Project Brighter Day”.

The requested date and time for the public hearing is August 5, 2019.

Motion:

*I move that the Board sets a public hearing on August 5, 2019, at 5:30 p.m., regarding economic development matter “Project Brighter Day”.*

#### **Lease Renewal – Bearwallow Mountaintop VIPER Site**

During the February 4<sup>th</sup>, 2019 meeting of the Board of Commissioners the Board approved a lease agreement with George Barnwell Farms, LLC for our communications tower located on Bearwallow Mountain. This

agreement was amended by the Board on March 20<sup>th</sup>, 2019 to expand the scope of our lease to also include the land which encompasses the State of North Carolina VIPER tower and associated equipment. The State has subleased land from Henderson County for the VIPER tower since August 2010. In exchange Henderson County is allowed to install and maintain part of our communications equipment in the VIPER building. Our existing County owned building and tower also located at Bearwallow Mountain is at full capacity, making our agreement with the State of North Carolina mutually beneficial. Our current sub-lease agreements with the State of North Carolina will expire in December 2019. The agreements presented for consideration will allow the agreements to coincide with our property lease with George Barnwell Farms, LLC.

Motion:

*I move the Board approves the sub-lease agreements between Henderson County and the State of North Carolina and authorize the County Manager so sign the sub-leases on behalf of Henderson County.*

**2019.65 Budget Amendment Library RFID project**

During the September 19, 2018 Commissioner’s meeting the Board approved Tech Logic as the vendor for the 2-Year Library RFID grant funded project. Total grant appropriations for FY20 for this project are \$40,733. The attached budget amendment in the amount of \$40,733 places these funds into the appropriate line item budgets so that they may be expended according to grant guidelines.

Board action requested:

The Board is requested to approve the budget amendment in the amount of \$40,733 for the RFID project as presented.

Motion:

*I move that the Board approve the budget amendment in the amount of \$40,733 for the Library RFID project.*

**Approve Declaration of Land Use Restrictions – Stoney Mountain Solid Waste Facility**

On June 5, 2017, the Board of Commissioner’s granted access to DEQ for cleanup work at the pre-regulatory landfill site on the Stoney Mountain Solid Waste property. The site is located on the aerial below in green; the road to the convenience center crosses over the site about halfway to the center from Stoney Mountain Rd.



Since the June 5, 2017 meeting, DEQ has completed the investigation and design of the mitigation plan to

“address public health and environmental hazards posed at the site.” The plan calls for leaving the waste in place and constructing a modern landfill as much as possible: clearing vegetation, removing topsoil, constructing a cap with impermeable clay soils, construction a drainage system, and installing monitoring wells. The plan estimates the cost at appropriately \$750,000 with funding from the pre-regulatory landfill program. This program is funded by the \$2/ton tax at all landfills and transfer stations in North Carolina.

The restrictions DEQ is asking the County (property owner) to approve basically protect the investment the State is making at the site. Staff does not anticipate any conflicts between future use of the property and the restrictions.

Motion:

*I move that the Board authorizes the Chairman to sign and date the Declaration of Perpetual Land Use Restrictions and the Property Owner Consent Form.”*

### **Facility Use Policy Exemption**

The County has received a request from Mr. Donnie Jones with Special Needs Sports to use the Historic Courthouse Courtyard and Community Room on Saturday, November 2, 2019. The specific request is for an Arts & Crafts show to sell items and raise funds for this organization.

To allow for this use on County grounds, the Board is requested to authorize a one-time exemption to rule #5 of the attached County Facility Use Policy, which prohibits solicitation on the grounds. This exemption, if granted, would only be valid for the date outlined above.

The Board is requested to grant an exemption to the County Facility Use Policy for Special Needs Sports allowing them to host an Arts & Crafts show in the Courtyard and Community Room of the Historic Courthouse on Saturday, November 2, 2019.

Motion:

*I move the Board grants an exemption to the County Facility Use Policy for Special Needs Sports allowing them to host an Arts & Crafts show in the Courtyard and Community Room of the Historic Courthouse on Saturday, November 2, 2019.*

### **Annual Volunteer Appreciation Banquet**

Staff has made arrangements to hold the Annual Volunteer Appreciation Banquet at the Hendersonville Country Club. The tentative date is Thursday, October 17, 2019. Beginning at 6:00 p.m.

Motion:

*I move the Board schedules the 2019 Annual Volunteer Appreciation Banquet for Thursday, October 17, 2019 at 6:00 p.m.*

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

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

### **NOMINATIONS**

#### **Notification of Vacancies**

1. Greater Asheville Regional Airport Authority Board – 1 vac.
2. Henderson County Board of Health – 1 vac.
3. Nursing/Adult Care Home Community Advisory Committee – 1 vac.

#### **Nominations**

Chairman Hawkins recognized the vacancies and opened the floor for nominations.

1. **Asheville Regional Housing Consortium – 1 vac.**

Chairman Hawkins nominated Sonya Flynn for position #2. *Chairman Hawkins made the motion to accept the appointment of Sonya Flynn to position #2 by acclamation. All voted in favor and the motion carried.*

**2. Cane Creek Water and Sewer District Advisory Committee – 6 vac.**

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

**3. Child Protection and Fatality Prevention Team – 1 vac.**

Chairman Hawkins noted that Sheriff Griffin had presented two names for the Sheriff's Designee position #1, in order to properly cover the position. Position #9 is vacant and could be used for the second position as a placeholder. Chairman Hawkins nominated Scott Galloway for position #1 and Darren Whitaker for position #9. *Chairman Hawkins made the motion to accept the appointments of Scott Galloway to position #1 and Darren Whitaker to position #9 by acclamation. All voted in favor and the motion carried.*

**4. Environmental Advisory Committee – 1 vac. & Chair**

Commissioner Messer nominated Shane Laughter for position #9 and further nominated Shane Laughter as the Chair. *Chairman Hawkins made the motion to accept the appointment of Shane Laughter to position #9 by acclamation and further accept his appointment as Chair. All voted in favor and the motion carried.*

**5. Greater Asheville Regional Airport Authority Board – 1 vac.**

*Commissioner Lapsley made the motion to suspend the rule for notification of vacancy and allow nominations and voting for the Greater Asheville Regional Airport Authority Board. All voted in favor and the motion carried.*

Commissioner Lapsley nominated Tom Apodaca for position #2 on the Greater Asheville Regional Airport Authority Board. *Chairman Hawkins made the motion to accept the appointment of Tom Apodaca to position #2 by acclamation. All voted in favor and the motion carried.*

**6. Henderson County Historic Courthouse Corporation dba/heritage Museum – 1 vac.**

Commissioner McCall nominated Drew Brannon for position #7. *Chairman Hawkins made the motion to accept the appointment of Drew Brannon to position #7 by acclamation. All voted in favor and the motion carried.*

**7. Hendersonville City Zoning Board of Adjustment – 3 vac.**

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

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

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

**9. Juvenile Crime Prevention Council – 3 vac.**

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

**10. Library Board of Trustees – 2 vac.**

Chairman Hawkins nominated Noreen Quinn for position #5. *Chairman Hawkins made the motion to accept the appointment of Noreen Quinn to position #5 by acclamation. All voted in favor and the motion carried.*

**11. Mountain Area Workforce Development Board – 1 vac.**

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

**12. Mountain Valleys Resource Conservation and Development Program – 1 vac.**

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

**13. Nursing/Adult Care Home Community Advisory Committee – 10 vac.**

Commissioner McCall nominated Mark Whitfield for position #3 and Darryl Pierce for position #4. *Chairman Hawkins made the motion to accept the appointment of Mark Whitfield to position #3 and Darryl Pierce to position #4 by acclamation. All voted in favor and the motion carried.*

**14. Senior Volunteer Services Advisory Council – 3 vac.**

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

**CONTINUATION OF BOARD DISCUSSION OF TAP ROOT PROJECT CONDITIONAL REZONING (R-2018-10C) FARMS**

Chairman Hawkins had previously been recused from discussion and voting.

Vice-Chairman Lapsley stated at the end of the Board’s June 19, 2019, meeting, this matter was continued to July 10 for further discussion. The public meeting, consideration by the Planning Board, and public hearing of this matter required by your ordinance has already been completed.

Vice-Chairman Lapsley noted that all prior conditions set forth by the Board of Commissioners have been accepted by the applicant and a new master plan has been received. The Greater Asheville Regional Airport Authority Board has issues with noise and residents in the flight path. An Avigation Easement will be executed by every property purchaser in the development. The Johnston Family has been farming this property for years and for many years since that it has been zoned Industrial for the community. Commercial zoning was tried and also failed. Unfortunately it must be zoned Residential (R1) with conditions due to the rare topography in the County. Cost for infrastructure is dramatically impacted by the topography and public utilities are available. The airport is the issue, and the homebuyer must consider this when considering the purchase. The Avigation Easement provides the necessary disclosure. Mr. Lapsley raised his family in the flight path even closer than this development, and he has no regrets. He does not support a no growth Land Development Code. Affordable housing has been presented many times and a developer must look at all costs. He reminded the Board that there are four members voting, and a tie vote will be a NO.

Commissioner Edney feels additional conditions should include no parking on all streets, bonding for amenities, and 20 feet front set-back for units. He commends the attorneys and noted the client has been well served. The Henderson County Comprehensive Plan specifically states that the County should do everything possible to make sure citizens are provided with adequate light and air, no overcrowding of land, less traffic, protection from danger, adequate schools – sewer – and transportation. He does not think this project meets those needs.

Attorney Bob Oast agrees to no parking on streets at all and to include amenity bonding. Warren Suggs of Civil Design Concepts stated the applicant agrees to internal set-backs of 20 ft from right of way.

Commissioner Messer feels all conditions have been met and affordable housing is needed.

Commissioner McCall feels there is still too much density and noise. This development would not allow a valued quality of life. The airport is too close and will grow even more.

*Vice-Chairman Lapsley made the motion that the Board (1) adopt the resolution of consistency of this rezoning with the County comprehensive plan and (2) grant the rezoning petition R-2018-10-C, rezoning the property which is the subject of that petition to conditional zone R-2018-10-C, amending Chapter 42 of the Code to provide for such district, subject to all of the following conditions:*

*(A) That the development contain all of the development data, land design, features, amenities, and conditions shown on the amended master plan of Tap Root Subdivision, a copy of which I have today presented to the Clerk to the Board and initialed and dated, and*

*(B) That the developer comply in all respects with all the provisions shown on the document called “Conditional Rezoning Application R-2018-10-C”, which I have also today presented to the Clerk to the Board and dated and initialed. The Board was polled with the following votes.*

<i>Commissioner Edney</i>	<i>Commissioner Lapsley</i>	<i>Commissioner Messer</i>	<i>Commissioner McCall</i>
<i>NO</i>	<i>YES</i>	<i>YES</i>	<i>NO</i>

*A tie vote results in a failed motion and the conditional rezoning request was denied.*

**2019.66 FY2018-2019 TAX COLLECTOR'S SETTLEMENT; APPROVAL FOR BOND AMOUNTS FOR TAX COLLECTOR/DEPUTY – FY 2019-2020 ORDER FOR COLLECTION**

Darlene Burgess stated it is time once again for the delivery of the tax receipts to the Henderson County Tax Collector; however before they can be delivered, the following must occur (pursuant to N.C.G.S. 105-352):

- (a) PREPAYMENTS. The Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director's satisfaction that all prepayments received have been deposited.
- (b) SETTLEMENT. The Tax Collector must make settlement with the Board of Commissioners for all taxes placed in his hands for collection for the past year.
- (c) BOND. The Board of Commissioners must approve the bond to be issued for the Tax Collector and Deputy Tax Collector for Delinquent Taxes.
- (d) ORDER OF COLLECTION. An Order of Collection must be adopted at today's meeting, which will charge the Tax Collector with the collection of FY 2019-2020 taxes, plus all outstanding delinquent taxes.

Board action requested:

Approval of tax collector's settlement for FY 2018-2019 taxes and approval of order of collection and charge for FY 2019-2020 taxes.

Statutory Requirements for Tax Collector's Settlement (NCGS 105-373)

The Tax Collector's Settlement must:

1. Occur after July 1 and before the Board charges the Collector with the FY2020 Levy
2. Include two lists:
  - Persons owning real property whose taxes remain unpaid; and
  - Persons not owning real property whose taxes remain unpaid (the "Insolvents List")
3. Include an accounting of all amounts charged to the Collector and the amounts allowed as credits to the Collector
4. Include a statement from the Collector stating he/she has made diligent efforts to collect the tax
5. The Settlement for prior-year taxes shall be made in whatever form is satisfactory to the County's Chief Accounting Officer and the Governing Body

**FY2019 ANNUAL LEVY**

*Includes Real Property, Personal Property, Business Personal Property, and Public Service Property billed and collected by the County*

<b>LEVY ADDITIONS</b>				
All amounts charged to the Tax Collector				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Tax	\$ 73,742,778.88	\$ 8,572,894.54	\$ 18,139.27	\$ 82,333,812.69
Penalty	\$ 287,425.13	\$ 31,684.35	\$ -	\$ 319,109.48
Interest	\$ 148,027.67	\$ 20,678.14	\$ -	\$ 168,705.81
<b>TOTAL</b>	<b>\$ 74,178,231.68</b>	<b>\$ 8,625,257.03</b>	<b>\$ 18,139.27</b>	<b>\$ 82,821,627.98</b>
<b>LEVY CREDITS</b>				
All sums allowed as credits to the Tax Collector				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Deposits	\$ 72,701,376.12	\$ 8,465,128.41	\$ 18,139.26	\$ 81,184,643.79
Adjustments	\$ 533,449.31	\$ 32,019.76	\$ -	\$ 565,469.07
Releases	\$ 39,774.55	\$ 7,480.08	\$ 0.01	\$ 47,254.64
Interest	\$ 148,027.67	\$ 20,678.14	\$ -	\$ 168,705.81
Unpaid Tax Real & Personal Property	\$ 755,604.03	\$ 99,950.64	\$ -	\$ 855,554.67
Unpaid Tax Registered Motor Vehicles	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 74,178,231.68</b>	<b>\$ 8,625,257.03</b>	<b>\$ 18,139.27</b>	<b>\$ 82,821,627.98</b>

Mrs. Burgess noted Laurel Park and the City of Hendersonville will be included next year.

**REGISTERED MOTOR VEHICLE (RMV) LEVY**

*Includes Registered (tagged) Motor Vehicle Tax Bills that are billed and collected on behalf of the County by NC's Tax & Tag Together Program  
RMV tax is not part of the Collector's charge, however it is part of the Tax Levy.*

LEVY ADDITIONS				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Tax	\$ 6,501,923.07	\$ 832,711.56	\$ 1,293,101.33	\$ 8,627,735.96
Vehicle Fee	\$ -	\$ -	\$ 166,800.00	\$ 166,800.00
Interest	\$ 35,049.13	\$ 4,605.56	\$ 7,054.45	\$ 46,709.14
<b>TOTAL</b>	<b>\$ 6,536,972.20</b>	<b>\$ 837,317.12</b>	<b>\$ 1,466,955.78</b>	<b>\$ 8,841,245.10</b>

LEVY CREDITS				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Levy Collected	\$ 6,484,405.38	\$ 830,972.27	\$ 1,453,397.70	\$ 8,768,775.35
Unpaid Levy	\$ 17,517.69	\$ 1,739.29	\$ 6,503.63	\$ 25,760.61
Interest Collected	\$ 35,049.13	\$ 4,605.56	\$ 7,054.45	\$ 46,709.14
<b>TOTAL</b>	<b>\$ 6,536,972.20</b>	<b>\$ 837,317.12</b>	<b>\$ 1,466,955.78</b>	<b>\$ 8,841,245.10</b>

**COMBINED ANNUAL & RMV LEVY**

*Includes (1) Real Property, Personal Property, Business Personal Property and Public Service Property billed and collected by the County; and (2) RMV tax billed and collected on behalf of the County under NC's Tax & Tag Program*

LEVY ADDITIONS				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Tax & Vehicle Fee	\$ 80,244,701.95	\$ 9,405,606.10	\$ 1,478,040.60	\$ 91,128,348.65
Penalty	\$ 287,425.13	\$ 31,684.35	\$ -	\$ 319,109.48
Interest	\$ 183,076.80	\$ 25,283.70	\$ 7,054.45	\$ 215,414.95
<b>TOTAL</b>	<b>\$ 80,725,203.88</b>	<b>\$ 9,462,574.15</b>	<b>\$ 1,318,295.05</b>	<b>\$ 91,662,873.08</b>

LEVY CREDITS				
	COUNTY	FIRE DISTRICTS	MUNICIPAL DISTRICTS	TOTAL
Deposits	\$ 79,185,781.50	\$ 9,296,100.68	\$ 1,471,536.96	\$ 89,953,419.14
Adjustments	\$ 533,449.31	\$ 32,019.76	\$ -	\$ 565,469.07
Releases	\$ 39,774.55	\$ 7,480.08	\$ 0.01	\$ 47,254.64
Interest	\$ 183,076.80	\$ 25,283.70	\$ 7,054.45	\$ 215,414.95
Unpaid Levy: Real & Personal Property	\$ 755,604.03	\$ 99,950.64	\$ -	\$ 855,554.67
Unpaid Levy: Registered Motor Vehicles	\$ 17,517.69	\$ 1,739.29	\$ 6,503.63	\$ 25,760.61
<b>TOTAL</b>	<b>\$ 80,715,203.88</b>	<b>\$ 9,462,574.15</b>	<b>\$ 1,485,095.05</b>	<b>\$ 91,662,873.08</b>

The following information focuses only on the County Levy for Annual Bills and do not include Fire Districts and/or Municipal Districts.

**LEVY COLLECTED  
COMPARED TO  
FY2019 BUDGETED PROPERTY TAX REVENUE**

	LEVY BUDGETED	LEVY COLLECTED (\$ DEPOSITED)	\$ COLLECTED OVER (UNDER) BUDGET
FY2019	\$ 76,722,389.00	\$ 80,239,454.85	\$ 3,517,065.85
FY2018	\$ 74,231,301.00	\$ 78,183,956.57	\$ 3,952,655.57
FY2017	\$ 73,075,676.00	\$ 76,381,248.10	\$ 3,305,572.10
FY2016	\$ 65,998,066.00	\$ 68,524,823.14	\$ 2,526,757.14

\*Includes RMV Levy

**COLLECTOR'S EFFORTS TO COLLECT UNPAID TAX**

ENFORCED COLLECTION ACTIVITY				
TYPE OF ACTION	FY2019 ACTIVITY		FY2018 ACTIVITY	
	# OF NEW ACTIONS	\$ VALUE *	# OF NEW ACTIONS	\$ VALUE *
Payment Arrangements	261	\$ 495,789	278	\$ 431,850
Bank Account Attachments	425	\$ 535,780	484	\$ 629,504
Wage Garnishments	757	\$ 400,023	1,025	\$ 496,238
Rent Attachments	6	\$ 32,116	3	\$ 25,243
Garnishments of Escheated Funds	165	\$ 114,451	143	\$ 100,360
NC Debt Setoff (State Income Tax Garnishment)	2,947	\$ 1,160,452	3,699	\$ 1,461,997

\* \$ Value includes the total value of each action when it was created. It should not be confused with collection activity resultant from the action. Total value includes levy, interest, penalties and any collection costs associated with the action.

**FISCAL YEAR-END COLLECTION RATES**

	FY2019	FY2018
Annual Levy	99.01%	99.05%
RMV Levy	99.73%	98.97%
Combined Levy	99.07%	99.04%

**13-YEAR TREND:  
COMBINED LEVY COLLECTION RATE**



*Chairman Hawkins made the motion that the Board approve the tax collector's settlement for Fiscal Year 2018-2019 taxes, and further approve the bonds, the order of collection and charge for collection to the tax collector for Fiscal Year 2019-2020 taxes. All voted in favor and the motion carried.*

**ASHEVILLE AIRPORT ANNUAL REPORT**

Lew Bleiweis, Airport Director at the Asheville Regional Airport, provided the Annual Report to the Board of Commissioners.





# WE ARE AVL

But we are more than a call sign. We are more than a destination. We are more than an airport.

**WE ARE:**

- 21 million people residing in the airport's market area
- 1134,568 passengers who flew through AVL in 2018
- 68 Airport Authority employees
- 7 board members
- 30 volunteers
- 171 tenants with hundreds of on-airport employees
- 6 airlines
- Many local business partners

**THIS IS WHO WE ARE.** This is why we're standing out and achieving great things.

**Lew Bleiweis, A.A.E.**  
Executive Director

This year was a milestone year for the Asheville Regional Airport. In 2018, we experienced record-breaking growth. The airport surpassed all projections and expectations, exhibiting 19 percent growth and contributing nearly \$1.5 billion to our local economy. For the first time in our history, the airport served over one million passengers.



“  
and we couldn't have done it without you.”

This year, we launched our “Thank You for Flying Local” campaign to communicate our gratitude for your support. You chose to fly local. You chose to support your hometown airport. You chose AVL. The support of our community made this milestone a reality. For that, we thank you.

We're calling 2018 our milestone year because it was one of tremendous significance, but it was not the finish line. As we look to 2019, our dedicated team remains committed to upholding our mission to provide an exceptional airport experience with a focus on people, service, commercial and general aviation, and contribute to the regional economy. We will continue to work diligently, managing growth and enhancing the passenger experience. We made history this year, but we're only just getting started. I look forward to our continued journey together.

What would we do if we wanted our region's airport to set the bar? We might serve over a million passengers in one year for the first time ever – surpassing all forecasts and projections. We might be named one of the fastest growing small hub airports in the country. We might see an average 20 percent growth for three consecutive years. We might welcome a new airline and one new route in a year – top that.

“  
They'll say we made this year count...”

...and they would be right. We made every obstacle, every opportunity, every challenge count. We put in the work to be first in growth, first in performance, first in teamwork and first in spirit – and it's only the beginning. That's right. More a first, runner now, and we're on the move.

# FIRST IN GROWTH

First is knowing that what you're pursuing, it's every step of the way there. We knew our goal wouldn't happen overnight, but we were prepared to commit to achieving it. We had the grit to get it done – one day at a time.

**AIR SERVICE**

For the first time in its 67-year history, Asheville Regional Airport served more than one million annual passengers. In 2018, 1,134,568 passengers utilized a commercial flight at AVL on one of six airlines:

**Alliant – American – Delta Elite – Spirit – United**

Passenger numbers grew by 18.6 percent compared to 2017, making 2018 the fifth consecutive record year of growth.

A record number of new or expanded nonstop destinations were announced in 2018, including service to Denver International Airport and San Jose International Airport on Alliant, Dallas Fort Worth International

Airport, LaGuardia Airport and Philadelphia International Airport on American, and O'Hare International Airport on United. These additions improved AVL's global connectivity, allowing travelers to select from an even wider array of major hubs and exciting destinations.

In September, AVL welcomed a new airline partner, Spirit Airlines. Spirit celebrated new service to Fort Lauderdale International Airport, Orlando International Airport and Tampa International Airport with style, kicking off the celebration with generous donations to local charities, energetic live music and delectable Spiritaceous Giveaway party punch. The inaugural flight also featured a recent addition to Spirit's fleet: The new aircraft, flown by a pilot native to WNC, was welcomed with water arches and eager passengers.



“  
2018 was an unprecedented year for air service at AVL.”

— Tina Kinsey, A.A.E.  
Director of Marketing, PR + Air Service Development

# FIRST IN GROWTH

**DEVELOPMENT**

The airport has been hard at work managing record-breaking growth – from parking improvements to ramp expansions.

In 2018, we fully opened our new five-story parking garage, creating 1,100 new spaces for AVL travelers. We also remained busy, equipped parking signage and lowered our parking rates were competitive within the airport industry and the region.

AVL's new north terminal ramp and taxiway project was completed – a necessary addition in light of the major growth happening at the airport. The expanded aerobically ramp area for commercial aircraft parking is located north of the terminal and can accommodate up to two additional aircraft.

AVL continued work on Project SCAR in 2018 – the airfield redevelopment project that will result in a new runway, additional taxiway, and new lands available for aeronautical development. The fourth and final phase was installed, and work began on paving and lighting the new runway. Work will continue into 2019, with final completion expected in 2020.

“  
We're preparing the way for the next 20+ years at AVL.”

— Michael Reisman, A.A.E.  
Deputy Executive Director, Development + Operations



# FIRST IN PERFORMANCE

First is accepting nothing short of excellence. We will be known for what we accomplished this year. In 2018, we worked harder, grew faster and performed better than ever. As we set the tone for the future, we are our own competition. Now we'll strive to beat our best.

AVI's passenger appreciation programs continued to thrive in 2018. Passengers were greeted with lively music, surprise events, food and our four-legged ambassadors at every turn.

### PASSENGER APPRECIATION

Our mission to provide an exceptional airport experience propels us to go the extra mile. We said "thank you for flying local" with six spontaneous events that took our passengers' airport experience to the next level. Travelers were welcomed to Ashville with everything from ice cream sundaes and towels to a bag and a surprise on the baggage belt — and we didn't stop there.

### PAWS FOR PASSENGERS

In July, we celebrated *Paws for Passengers'* first birthday. The airport's furry friends have become a trademark of the AVI experience, sharing smiles and calming moments with passengers as they make their way through the terminal. Eight new volunteer teams joined the program this year, bringing the total number of participants to 23 volunteers and 20 therapy dogs.

Incredibly grateful that they saw something in us!  
— S.J. Barrow  
Host of the Fly performers (Ashvegas.com)

### ART IN THE AIRPORT

The airport's art gallery featured four exhibits over the course of the year, including a variety of talent from local artists, photographers and students. This year, AVI sponsored the second annual WHC Magazine Images of Western North Carolina Photo Contest and hosted its third annual Student Artwork Showcase.

### MUSIC IN THE AIRPORT

Local musicians frequented the airport, playing for passengers in the terminal and headlining the year's 12 *Music on the Fly* pop-up concerts — AVI's concert series presented in partnership with Ashvegas.com. In August, a *Music on the Fly* concert featuring S.J. Barrow led to a serendipitous meeting with the iconic Steep Canyon Rangers. The chance encounter secured the up-and-coming duo a gig in a local music festival.



# FIRST IN TEAMWORK

First is knowing we can't do it alone. Lucky for us, we have a "take it to the next level" kind of team. A "just good isn't good enough" kind of team. A "we're in this together" kind of team.

### EVERYDAY CHAMPIONS

Here at AVI, we believe in one another. This kind of success doesn't happen without a team! Each day, our staff gives it their all. We are a team of individuals championing the everyday together, because that's what it takes to be first.

From the grounds to the runway, every step of the AVI experience is the direct result of team members who are committed to getting the job done. Responding to unprecedented growth is no small task, but our people are up to the challenge.

Our custodial team gets the AVI experience and makes it happen every day. More passengers are coming through the airport than ever before, and customer satisfaction surveys still show that the cleanliness of our airport stands out.

We experienced a lot of growth and change in 2018, but the performance of our maintenance team has been consistent. Winter weather is no exception. Our crew keeps it under control. The airport's building, grounds and equipment are maintained and operational because of their tireless dedication to keep us running at speed ahead.

Behind the scenes, our team members in IT make sure everything and everyone is connected — working day or night to keep the airport's technology functioning securely and reliably.

The administration and finance departments keep the airport in business — doing what they do best: managing growth internally and externally, all while caring for the wellness of each individual employee.

The marketing department forges the way for the AVI brand to be known in our community as a partner in our region.

Trailblazing takes tenacity, and our team has what it takes.

# FIRST IN TEAMWORK

Each member of our team is committed to making the AVI experience everything it can be one day at a time. Trailblazing takes tenacity, and our team has what it takes.

We call it championing the everyday, but our work doesn't set with the sun.

The airport's operations, improvement and safety are causes that never sleep. We fly development, safety and operations teams working all day and overnight to ensure that the airport is open and operational, that construction and improvement projects are moving forward safely and meeting AVI's standard of excellence — and they aren't alone.

Our department of Public Safety is persistent in their pursuit of airport security. It is their dedication to protecting the airport and ensuring its security that allows every passenger, visitor, team member and tenant to go about their day confident in their safety.

2018 was a year of record-breaking stats, epic wins and legendary success — but most importantly, it was a year of teamwork. Every single person on the AVI team played an integral role in making our milestone year happen. We have a powerful team, and we believe in one another because we've seen what we can do.

Persistent in their pursuit of airport security.



# ACHIEVEMENTS

## INDUSTRY LEADERSHIP + AWARDS

Many members of AVL's dedicated staff achieved professional certifications, merit-based promotions and advanced trainings, which continued to round out the depth and breadth of knowledge and expertise at the airport.

### SENIOR TEAM HIGHLIGHTS



**Low Bielwols, A.A.E.**  
Executive Director

**VICE CHAIR**  
Airports Council International - North America Board

**MEMBER**  
Airports Council International World Board

**MEMBER**  
Economic Development Coalition of Asheville & Buncombe County Board



**Tina Kinsey, A.A.E.**  
Director of Marketing, PR & Air Service Development

**PRESIDENT**  
North Carolina Airports Association

**VICE CHAIR**  
Airports Council International - North America Marketing and Communications Steering Committee

**MEMBER**  
Henderson County Chamber of Commerce Board



**Kevan Smith, C.M.**  
Public Safety Chief

**American Association of Airport Executives - Certified Member status achieved**

**MEMBER**  
Blue Ridge Honor Flight Board



**Michael Reisman, A.A.E.**  
Deputy Executive Director

**PRESIDENT**  
Southeast Chapter of the American Association of Airport Executives

**MARKETING**

At its annual conference, Airports Council International North America recognized North American airports for excellence in airport marketing and communications. Asheville Regional Airport won two awards:

**FIRST PLACE**  
for video production for the airport's television advertising campaign and an honorable mention for a responsive communications plan.



# PARTNERSHIPS



The AVL team extends far beyond the airport. Our community partners are an integral part of our success. We are Western North Carolina's home airport, and we understand what it means to be local.

### ASHEVILLE TOURISTS

Asheville Regional Airport, the hometown airport for WNC, partnered with the Asheville Tourists - Asheville's very own official minor league baseball team, to spread the word that more passengers than ever before are flying from AVL and when travelers (or Tourists) fly home, they're home.

### FLAT ROCK PLAYHOUSE

As the official ticket envelope sponsor of the Flat Rock playhouse in 2018, Asheville Regional Airport invited guests to consider where a ticket from AVL could take them. With more nonstop destinations than ever before and connections to major hubs along the east coast, travelers can go anywhere in the world from AVL.

### SPEAKING OF TRAVEL

In 2018, AVL launched a new podcast series in partnership with Speaking of Travel - Speaking of Flying. The series features interviews with passengers and visitors to the airport, detailing their upcoming adventures, go-to tips and favorite travel stories.

### NC APPLE FESTIVAL

The 2018 NC Apple Festival in Henderson County was proudly presented by AVL. The annual festival has been a staple of mountain tradition for over 70 years. The street fair includes food, entertainment, arts and crafts, vendors of all types and locally grown apples.

I don't think we've ever walked through these doors... without someone greeting us by name.  
— Madison Cawthorn  
AVL Passenger / Speaking of Flying Interviewee

# FIRST IN SOUL

First is having soul. Soul reminds us of who we are. Soul pushes us onward when the odds seem insurmountable. Soul is knowing that we're backed by an epic hometown team.

Our soul is in the gravel of the Blue Ridge. It's in the support of the community who helped us get here. It's in the hard work and ingenuity that make our home everything it is.



### COMMUNITY EVENTS

AVL had the honor and privilege of hosting the Blue Ridge Honor Flight welcome home party in September. Veterans were greeted home with a hero's welcome from their day touring memorials in Washington, D.C.

In February, the airport hosted the third annual Wings for Autism in partnership with The Arc of Buncombe County, Able2Move, Worldwide Flight Services, the Transportation Security Administration and Reggies. The event invited AVL's special neighbors on the autism spectrum to experience a taste of travel as they embarked on an imaginary trip. From screening to boarding, Wings for Autism helps make travel more accessible by providing a real airport experience and familiarizing participants with the process.

### UNITED WAY

In October, seven airport employees took part in United Way's Day of Impact by volunteering with homework bound. Volunteers spent the day unpacking and organizing hygiene essentials at the AHOPE Day Center, a respite for those experiencing homelessness in the Asheville area.

In its 2018 giving campaign, the airport exceeded its goal to United Way of Buncombe County with 59 percent of employees pledging

donations. The Greater Asheville Regional Airport Authority has consistently surpassed giving goals set by United Way with over half of its employees participating since 2015.

This year, United Way of Buncombe County nominated AVL for the Spirit of NC award. The award is sponsored by United Way of North Carolina and recognizes organizations across the state that demonstrate the best in philanthropic culture and community partnerships.

### DEPARTMENT OF PUBLIC SAFETY

The airport's Department of Public Safety gave back to the community by being a part of the Partnership for Substance Free Youth of Buncombe County's Operation Medicine Drop. This program allows members of the community the opportunity to stop by the airport's public safety department to discard their unneeded or unused prescriptions safely.

AVL's Department of Public Safety also showed their support for cancer survivors and awareness by donating a pink t-shirt every Friday of October.

"This small token of support meant a lot to both officers and passengers," said Chief Kevin Smith, "it is very common for passengers to stop and thank us for wearing pink as we walk through the terminal."

# FIRST IN HISTORY

First is refusing to be confined by precedent. We want to write a new legacy, one shattered record at a time.

This year was a milestone year unlike anything we've ever seen. The airport continued the momentum of 28 consecutive months of expansion with 12 consecutive months of double-digit growth. For the first time in AVL history, the airport served more than

**one million** annual passengers — 1,134,568 to be exact. That number indicates a 19 percent increase over 2017.

This year, the airport added nine new or expanded nonstop destinations to the route map and a new airline to the terminal. Spirit Airlines began serving North Carolina for the first time in history, and AVL was among the first airports to receive service. In May, AVL

was named the second-fastest growing small-hub airport in the country by Bloomberg News. In 2018, the airport had over 60 daily flights to 19 destinations. This remarkable growth contributed to the airport's

**\$1.5 billion**  
in economic impact to our region.

“Flying local creates this growth. Thank you, WNC, you're awesome!”  
— Lew Bleiweis, A.A.E.  
Executive Director

# MOVING FORWARD

Now that we've been on top, we refuse to let it go. With 2019 in our sights, we've never been more ready to make every moment count. Here's to yet another milestone year.

The Greater Asheville Regional Airport Authority Board and management team spent time in 2018 evaluating the airport terminal and the long-term needs associated with continued growth. The in-depth analysis started with establishing a plan to update and grow the infrastructure for the airport campus, including water, sewer and electrical utilities, HVAC systems, IT conduit lines, electrical and plumbing needs and more.

An aviation planning consultant also forecasted the airport's continued growth over the next 20 years and recommended a terminal expansion plan to double the size of the airport terminal, adding five additional aircraft gates. This preliminary planning was the first step in the visionary work to come in the next few years, during which it is anticipated that the airport's terminal will undergo a major expansion and renovation.

“Above and beyond” is the starting point that begins to describe the outstanding efforts of our team.”  
— Matthew Burril  
Greater Asheville Regional Airport Authority Board Chair

# SOURCES OF REVENUE

The Authority's assets exceeded liabilities by \$139,010,024 at June 30, 2018. That is an increase of almost \$10.1 million from 2017 and an increase of more than \$24.4 million from 2016.

- 2% FEDERAL GOVERNMENT
- 4.5% OTHER
- 5% CONCESSIONAIRES
- 8% FBO/GENERAL AVIATION
- 21% RENTAL CARS
- 24.5% AIRLINES
- 35% PARKING



### **TRANSPORTATION IMPROVEMENT PLAN UPDATE**

Vice-Chairman Lapsley provided the Board of Commissioners and the public with an update concerning the Transportation Improvement Plan (TIP) for Department of Transportation roads within Henderson County.

Every two years the NCDOT issues its statewide transportation improvement plan (STIP). Earlier this year the current STIP was published. Because the process takes such a long amount of time the Metropolitan Planning Organization (MPO) must start the process for the next cycle which will come out in 2021. Commissioner Lapsley, as a member of the Transportation Advisory Committee, feels it is important to provide an update on what the committee is doing and bring awareness to roadway projects that are being considered.

The process begins with the Transportation Advisory Committee (TAC) meeting with NCDOT staff at the district office where different roadway improvement projects are brought to attention by DOT and by members of the TAC appointed by the commission. Over the last year or so a number of projects have been brought to the attention of the committee for consideration and those projects are shown on the charts below. They are grouped into categories of Highway Projects which include Statewide Impacts (interstate projects), Regional Impacts (US Highways and NC Highways projects), and Division Needs (local secondary roads). The same process is used in all four counties in the Regional MPO. Buncombe County, Madison County, Haywood County and Henderson County.

Henderson County by reason of its population as compared to the other county members of the MPO is allotted seven projects to move forward for evaluation. Buncombe County is awarded ten projects, Haywood County and Madison County are allotted one or two projects. It is the responsibility of the TAC to go through the list of twenty-five projects provided, and pick out seven projects and send them to NCDOT for scoring. NCDOT will take the identified projects and collect statistical data on vehicle crashes, mortality incidents, environmental issues, etc., and present it to DOT staff in Raleigh where preliminary cost estimates of what the community is requesting to be done are assessed,

#### **Steps Involved**

- Projects are identified
- TAC reviews the list provided by DOT and chooses top seven projects for scoring
- NCDOT adds statistical data, and project descriptions and projects are scored
- Scored projects go back to the MPO for all four counties and scores are compared
- DOT meets with MPO to disclose amount of money available for new projects

The Transportation Advisory Committee will meet next week and will submit their top seven priorities in September. Chairman Hawkins feels the TAC should advertise appropriately in order for citizens to be aware of meetings and provide input.

CTP ID	SPOT Tier	Route	From	To	Project Description	County
C16	Regional Impact	US 176	NC 225	Shepherd Street	Access Management, Intersection Improvements	Henderson
C11	Regional Impact	US 64	South Rugby Road	Banner Farm Road	Widening	Henderson
C17	Regional Impact	NC 225	US 176/US 25B	Erkwood Drive	Modernization, Access Management	Henderson
	Regional Impact	NC 191	US 25	SR 1381 (Mountain Road)	US 25 in Hendersonville to NC 280 South of Mills River. Widen to Multi-Lanes. Section A: US 25 to SR 1381 (Mountain Road).	Henderson
C13	Regional Impact	US 64	Buncombe Street	Brickyard Road	Widening, Modernization, Access Management	Henderson
C7	Regional Impact	NC 280	NC 191	Transylvania County Line	Access Management	Henderson
C18	Regional Impact	NC 225	W Blue Ridge Road	Little River Road	Modernization	Henderson
C8	Regional Impact	US 64	Howard Gap Road	Fruitland Road	Access Management	Henderson
C10	Division Needs	Fanning Bridge Road Extension	US 25	Howard Gap Road	New Location	Henderson
C12	Division Needs	Butler Bridge Road	US 25	NC 280	Widening, Access Management	Henderson
C20	Division Needs	Shepherd Street/Airport Road	NC 225 (Greenville Highway)	Tracy Grove Road	Intersection Improvements, Modernization	Henderson
C21	Division Needs	Tracy Grove Road	Airport Road	Dana Road	Modernization	Henderson
C22	Division Needs	Duncan Hill Road/Signal Hill Road	US 64	North Main Street	Modernization	Henderson

CTP ID	SPOT Tier	Route	From	To	Project Description	County
C23	Division Needs	Berkeley Road	North Main Street	US 25	Modernization	Henderson
C24	Division Needs	Blythe Street	NC 191 (Brevard Road)	US 64	Intersection Improvements, Modernization	Henderson
C25	Division Needs	Lake Avenue	Blythe Street	Hebron Road	Intersection Improvements, Modernization	Henderson
C26	Division Needs	Hebron Road	Lake Avenue	State Street	Intersection Improvements, Modernization	Henderson
C27	Division Needs	State Street	Hebron Road	Kanuga Road	Intersection Improvements, Modernization	Henderson
C29	Division Needs	Erkwood Drive	Kanuga Road	NC 225 (Greenville Highway)	Intersection Improvements, Modernization	Henderson
C30	Division Needs	Sugarloaf Road	US 64	Pace Road	Intersection Improvements, Modernization	Henderson
C33	Division Needs	Hooper's Creek Road	Burney's Gap Road	Terry's Gap Road	Intersection Improvements, Modernization	Henderson
C34	Division Needs	Cumming's Road	US 64	Hebron Road	Intersection Improvements, Modernization	Henderson
C35	Division Needs	West Blue Ridge Road	NC 225 (Greenville Highway)	Roper Road	Modernization	Henderson
C36	Division Needs	Fanning Bridge Road	US 25	NC 280	Intersection Improvements, Modernization	Henderson
C37	Division Needs	Fruitland Road	US 64	North of Lancaster Road	Intersection Improvements, Modernization	Henderson
	Division Needs	White Pine Drive (SR 1173)	US 64	Hebron Road (SR 1171)	Modernization, safety and geometric improvements and intersection improvements with complete streets elements.	Henderson

**UPDATE ON PENDING ISSUES**

Items listed for discussion include current and ongoing items of interest in the County, and allow commissioners and staff an opportunity to bring the full Board up to date on issues that occur between meetings. Commissioners may also use this opportunity to report on related committee work and assignments.

Topics for this meeting are as follows:

**Construction Projects Update**

David Berry provided an update to the Board of Commissioners on the status of current construction projects.

**Hendersonville High School**

David Berry stated the Hendersonville High School project is on schedule and on budget with GMP#1 approved for summer work. Contractors are working along the Bearcat Boulevard side of the project, as well as working on the inside of the school. The old vocational building is being prepared for the temporary cafeteria space. Good conversations have been maintained with the residents in the vicinity regarding interruption of services. Calls have been received by the County Manager, and staff has responded quickly. We have hit a few unforeseen issues, but none that have affected our budget or schedule. August 14<sup>th</sup> is still anticipated as the completion date, with the punch out date of August 22<sup>nd</sup>. The architects, civil engineers and City Planning held a meeting this past Wednesday.

John Mitchell noted two public meetings have been held. The majority of comments from the public have been concerning traffic on Highway 25 going north. The Hendersonville Planning Board gave a unanimous recommendation to forward the application positively to City Council. NCDOT is expected to be available to answer any questions. That meeting will be held on August 1, 2019 at 5:45 p.m. It is anticipated to be at the City Operations Center but has not been finalized at this time. The City's process for the Rezoning Application requires three public meetings to be held. The first was a neighborhood compatibility meeting. The second was the Planning Board itself, which then goes before the Council. It will be a conditional rezoning due to its size. As a result the final decision will be made by City Council at their regular meeting in August.

Commissioner Edney shared of video of water/sewer lines located under Hendersonville High School. He asked if staff could retain a cost, while people are on the site, to fix the problems.

Commissioner Lapsley agrees but it appears to him that the line is a sanitary sewer line going through the existing storm drain which is a problem that the City sewer system has created. It should be fixed (should have been fixed 30 years ago) but should be a responsibility of the City's department, not associated with the County's school project. The County should not have to incur the cost. Commissioner Lapsley will bring this up at the next City Water Advisory Committee meeting.

David Berry stated it is quite possible that this stormwater line and sewer line will be abandoned.

John Mitchell feels the County should get a guarantee from the City that they will be doing the work within a period of time determined by the Board of Commissioners.

Steve Wyatt stated staff (Marcus Jones and John Mitchell) will reach out tomorrow to City staff to get status and plans and bring the information back to the Board as soon as possible to determine if other steps are necessary.

**Flat Rock/Rugby HVAC**

Mr. Joe Captain of Delta Engineering continues to work on design modifications. Staff is in constant communication with him along with Henderson County Public Schools, answering questions. They have made several field visits to both facilities and expect the design to be complete this fall and go out to bid.

Main Library Roof Replacement

David Berry informed the Board that the Main Library roof is complete with the exception of the punch list, which has to do with factory warranties.

1995 Courthouse Skylights

The 1995 Courthouse skylights were discussed at the last meeting. To replace the gasket material with a glass company was around \$93,000 plus contingencies and flashing. The number could go up considerably so staff obtained a price for the Kalwall system, which is what was used to replace the library skylights, at around \$65,000 - \$70,000. We are still waiting on a demolition number to add to the price of the Kalwall's to get a flat price. Staff was asked what the cost would be to get rid of the skylights and do a new roofing system on the building. This gets very complicated and would require an architect, structural people, and so forth. Without an architect it would be hard to pin a number down. It would be at least \$250,000. Staff recommends that they be allowed to continue to investigate the Kalwall substitution of skylight material.

Commissioner Edney is opposed to anything other than repairing the skylights as it is due to poor lighting in the 1995 Courthouse.

Chairman Hawkins asked Commissioner Edney to take a look at the system in the Library.

DSS Renovation

Staff has proceeded as directed by the commission. An RFQ (Request for Qualifications) has been put together for a design build contractor to do that work. It is staffs opinion that this will be the most economical and quickest way to get the work done. It is not of a magnitude to require an architect. We should have the results today at 2:00 p.m. Staff will evaluate proposals received, the same way we do as with a construction manager at risk contractor or architect, and bring it back to the Board for direction of how to proceed.

Etowah Park Restrooms

At the last meeting David Berry was given direction to go ahead and contract with the low bid contract Dennis Dunlap. Mr. Dunlap is under contract and in the process of procuring his permit to do the work. Another part of this project will be the modification of the septic system. We have contracted with Brooks Engineering to design the modifications necessary to the existing septic system for it to function with the additional bathrooms. That design is complete. John Mitchell and David Berry will be meeting with the folks at the Health Department to decide what permitting is necessary to make the improvements. As soon as that is done it will be submitted back to Dunlap Construction for pricing as a change order to the work he is already doing out there. We expect to get this done in the next 7-10 days.

Blue Ridge Community College

We are currently in receipt of a proposal from Clark Nexsen for an amendment to his contract to perform both services at the college. David Berry and John Mitchell will review the amendment and are within 7-10 days of making this happen. The plan is to have this item on the agenda August 5, 2019. If approved Clark Nexsen will be given the go-ahead to get the work done. David Berry has requested a proposal for a survey of the affected property where these buildings are going. This will take time and in order to get financing we must have the survey in place.

Edneyville Elementary

This project is on schedule and on budget. Work continues with Beverly Grant/Barnhill and Clark Nexsen Architects. Several commissioners have visited the site.

Commissioner Edney asked if we had an agreement with the City yet regarding sewer. If not he would like to see it on a future agenda.



**Soccer Fields**

Carleen Dixon provided an update to the Board of Commissioners on the status of Soccer Fields. She was hopeful to have some firm numbers today but could not supply numbers yet for Jackson Park soccer field renovations or the turf request submitted by Commissioner McCall. Staff has been assured that they will have the information by the next meeting in August.

The Board is concerned that the problem will not be resolved until next year, but the issues is not a simple fix.

**DESIGNATION OF VOTING DELEGATE TO NCACC 112<sup>TH</sup> ANNUAL CONFERENCE**

The North Carolina Association of County Commissioners (NCACC) has requested that the Board of Commissioners designate a Voting Delegate for the NCACC 112<sup>th</sup> Annual Conference to be held in Guilford County August 22-24, 2019. During the business session on Saturday, August 24, scheduled from 2 – 4 p.m., each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President. In order to facilitate this process, they ask that each county designate one voting delegate prior to Annual Conference using the Designation of Voting Delegate form.

*Chairman Hawkins made the motion that the Board designate Charlie Messer as Henderson County's voting delegate to the NCACC 112<sup>th</sup> Annual Conference. All voted in favor and the motion carried.*

**COUNTY MANAGER'S REPORT**

Steve Wyatt reported the 4<sup>th</sup> of July event was successful with hundreds of people attending. The air-conditioned, portable restrooms were a hit. The event had a hometown feel with great music.

**Cane Creek Water and Sewer District**

Steve Wyatt and Vice-Chairman Lapsley have been discussing the legislation put forward by Representative McGrady, allowing Cane Creek Water and Sewer District to merge with MSD, providing Henderson County representation. It has passed the House and Senate, and is waiting for the Governor's signature.

Vice-Chairman Lapsley stated this is the second round of an effort by Commissioners Lapsley and Messer, along with Representative McGrady, to get a Bill passed in the General Assembly allowing the merger of Cane Creek Water and Sewer District with MSD of Buncombe County. A Bill was passed three years ago, but the Bill had a provision whereby the MSD had in effect a veto position in the matter, and they exercised that position. Representative McGrady introduced a second Bill this spring, a similar Bill with the merger, after discussions with the MSD Board and Commissioners Lapsley and Messer. A Bill was drafted, submitted and passed in the House in early June. It went to the Senate next, where it was stalled for a few weeks. Last week Senate passed the Bill with an additional addendum requiring an agriculture study of something totally unrelated to what the MSD Bill was, in his opinion. The Senate however tacked it on, approved it, and sent it back to the House for concurrence of the revised Bill. On Monday night the House approved the revised Bill.

As part of the Bill, there is a process by which Henderson County would submit information to the Environmental Management Commission for concurrence that such a merger is a good thing in fact for the environment. Once we know that the Bill has been signed by the Governor, Vice-Chairman Lapsley would like the Board of Commissioners to move on this as quickly as possible. He asked that the Board direct staff once the Bill becomes law, with due haste, to prepare a package in accordance with the Bill to be submitted so that the merger can take place as soon as reasonably possible.

*Vice-Chairman Lapsley made the motion that the Board direct staff proceed in accordance with the recent Bill approved by the General Assembly related to the merger of Cane Creek Water and Sewer District with MSD of Buncombe County. All voted in favor and the motion carried.*

**CLOSED SESSION**

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

Pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in Henderson County, including agreement on a tentative list of economic development incentives that may be offered by the Board in negotiations.

Pursuant to N.C. Gen. Stat. §143-318.11(a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Pursuant to N.C. Gen. Stat. §143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, or to hear or investigate a complaint, charge or grievance against an individual public officer or employee.

*Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(4), (a)(5) and (a)(6), for the reasons set out in the Request for Board Action in the Board's agenda packet. All voted in favor and the motion carried.*

**ADJOURN**

*Chairman Hawkins made the motion to go out of closed session and adjourn at 1:00 p.m. All voted in favor and the motion carried.*

Attest:

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

\_\_\_\_\_  
Grady Hawkins, Chairman

**DURING THE JULY 10, 2019 MEETING, THE BOARD ENACTED THE FOLLOWING**

**2019.61** Resolution in Memoriam – William L. Moyer

**2019.62** Pending Releases and Refunds

**2019.63** Thompkins request for refund of deed excise tax

**2019.64** Library Security

**2019.65** Budget Amendment Library RFID project

**2019.66** FY2018-2019 Tax Collector's Settlement; Approval for Bond Amounts for Tax Collector/Deputy  
– FY2019-2020 Order for Collection

# HENDERSON COUNTY BOARD OF COMMISSIONERS

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Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 698-4443  
[www.hendersoncountync.gov](http://www.hendersoncountync.gov)

GRADY HAWKINS  
Chairman  
WILLIAM G. LAPSLEY  
Vice-Chairman

CHARLES MESSER  
J. MICHAEL EDNEY  
REBECCA MCCALL

## RESOLUTION OF MEMORIAM William L. "Bill" Moyer February 4, 1939 – June 22, 2019

- WHEREAS,** William L. "Bill" Moyer was born in Philadelphia, Pennsylvania and was a graduate of Lafayette and Temple Universities; and
- WHEREAS,** his professional career included practicing law as a partner at Dechert Price and Rhoades in Philadelphia and as President and CEO of C-Tec Corporation in Wilkes Barre, Pennsylvania; and
- WHEREAS,** while living in Pennsylvania, he served on the Board of the United States Telephone Association, was a Member of the Board of Supervisors of Upper Frederick Township and served as President of the Philadelphia area Cerebral Palsy Association; and
- WHEREAS,** he retired to Flat Rock in 1990 and started a family business called Moyer Properties; and
- WHEREAS,** he demonstrated his passion for public service in our community by serving in numerous civic and non-profit leadership capacities over many years, including Pardee Hospital, Conserving Carolina, Flat Rock Playhouse and the Asheville Regional Airport Authority; and
- WHEREAS,** he served on the Henderson County Board of Commissioners from 1998-2010, serving as the Chairman in 2001 and again in 2005-2009; and
- WHEREAS,** he was a member of Grace Lutheran Church, the Flat Rock Playhouse chorus, the Hendersonville Chorale and The Community Chorus; and
- WHEREAS,** he was an avid conservationist, gardener, reader and golfer who also loved to travel and was very devoted to his family above all else;

**NOW, THEREFORE, BE IT RESOLVED,** that William L. "Bill" Moyer will be remembered for his passion and commitment to service and his many contributions to our community.

Approved and adopted this 10<sup>th</sup> day of July 2019.

  
\_\_\_\_\_  
GRADY HAWKINS, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
TERESA L. WILSON, CLERK TO THE BOARD

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite 1  
Hendersonville, North Carolina 28792  
Phone: 828-697-4808 • Fax: 828-692-9855  
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GRADY H. HAWKINS  
Chairman  
WILLIAM G. LAPSLEY  
Vice-Chairman

J. MICHAEL EDNEY  
REBECCA K. MCCALL  
CHARLES D. MESSER


July 10, 2019

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

Dear Mrs. Burgess:

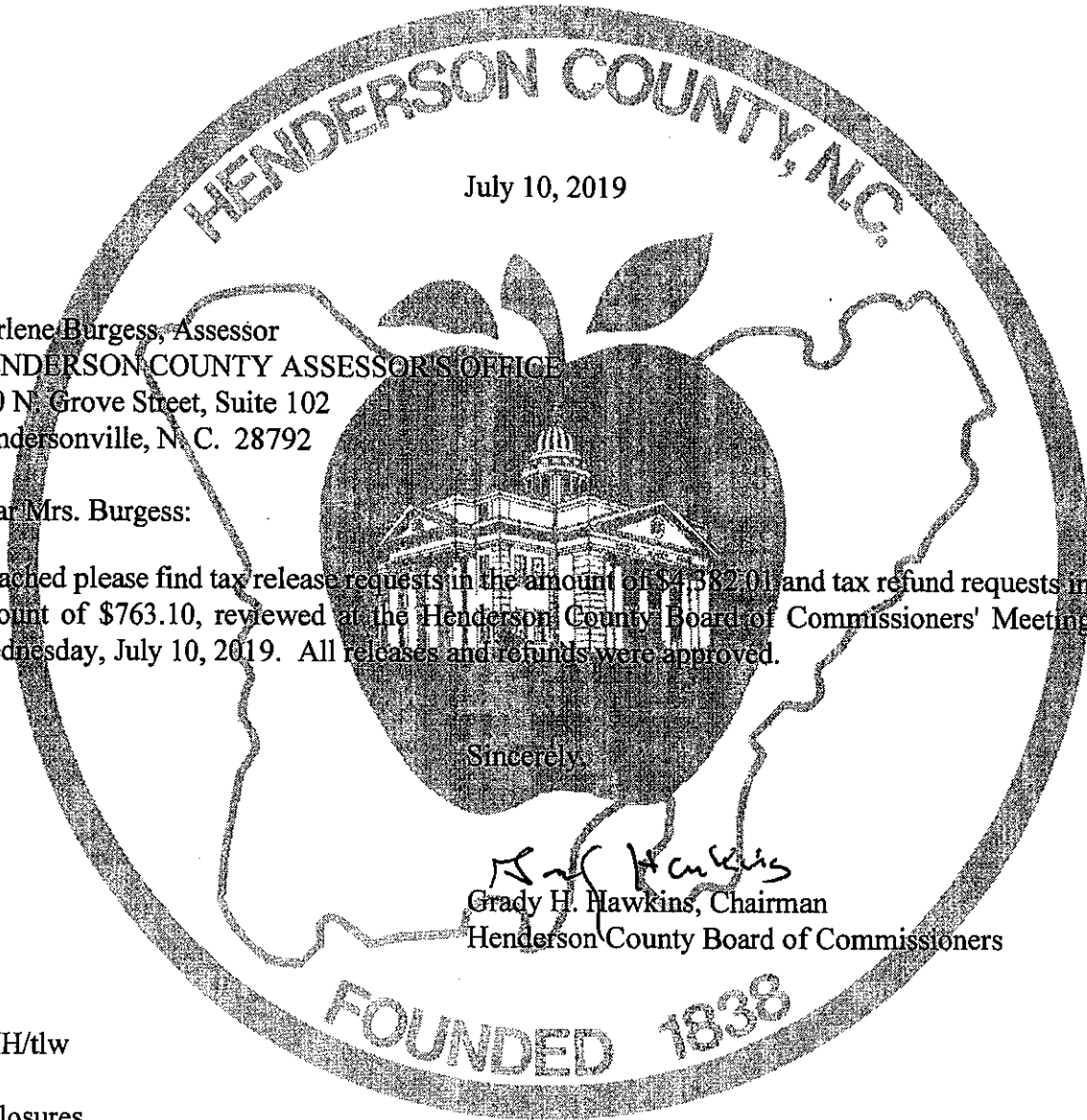
Attached please find tax release requests in the amount of \$4,382.01 and tax refund requests in the amount of \$763.10, reviewed at the Henderson County Board of Commissioners' Meeting on Wednesday, July 10, 2019. All releases and refunds were approved.

Sincerely,

  
Grady H. Hawkins, Chairman  
Henderson County Board of Commissioners

GHH/tlw

enclosures



**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF  
COMMISSIONERS**

**MEETING DATE:** July 10, 2019  
**SUBJECT:** Pending Releases & Refunds  
**PRESENTER:** Darlene Burgess, Tax Administrator  
**ATTACHMENT:** Yes  
1. Pending Release/Refund Combined Report

**SUMMARY OF REQUEST:**

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

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

<b>Type:</b>	<b>Amount:</b>
Total Taxes Released from the Charge	\$ 4,382.01
Total Refunds as a Result of the Above Releases	\$ 763.10

**BOARD ACTION REQUESTED:**

The Board is requested to approve this pending release and refund report as presented.

**Suggested Motion:**

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

**NCPTS Pending Release/Refund Report. Wednesday, June 26, 2019\***

OWNER	ABSTRACT	NOTE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
BUCKNER, CARROL DEWAYNE	0003094389-2018-2018-0000	TRAILER DOUBLE BILLED AS ABSTRACT 3094389 AND 2761570. ABSTRACT 3094389 VOIDED.	(4570) 6119	DTUCKER	336 WHISPERING HILLS DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$0.00 \$0.00 \$0.00 \$3.54 \$0.68	\$0.00 \$0.00 \$0.00	\$3.22 \$0.32 \$3.54 \$0.68	\$0.00 \$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$570)</b>						<b>ABSTRACT TOTAL:</b>		
DAVIS, PAUL DEVENIS	0000660182-2018-2018-0000	MANUFACTURED HOME WAS DEMOLISHED AND REMOVED FROM THE PROPERTY IN 2017. ABSTRACT VOIDED FOR 2018.	(4800) 6099	RJONES	397 CLOVER DR FLETCHER NC 28732	COUNTY	TAX LATE LIST FEE TOTAL:	\$27.12 \$2.71	\$0.00 \$0.00	\$4.29 \$27.12 \$29.83	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$4,800)</b>						<b>ABSTRACT TOTAL:</b>		
DRAKE, RICHARD MILLS	0002484373-2018-2018-0000	WATERCRAFT SOLD IN 2017. ABSTRACT VOIDED FOR 2018.	(4035) 6122	SMORROW	11 LAUREL BROOK DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$22.80 \$2.28 \$25.08	\$0.00 \$0.00 \$0.00	\$29.83 \$22.80 \$25.08	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$4,035)</b>						<b>ABSTRACT TOTAL:</b>		
FUGATE, GARY ANTHONY	0000173623-2017-2017-0000	UNREGISTERED VEHICLE SOLD IN JULY 2016. ABSTRACT VOIDED FOR 2017.	(871) 6120	DTUCKER	1615 OLD SPARTANBURG RD NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$4.92 \$0.49 \$5.41	\$0.00 \$0.00 \$0.00	\$0.85 \$4.92 \$5.41	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$871)</b>						<b>ABSTRACT TOTAL:</b>		
GILLIAM, DOUGLAS GENE	0000173623-2018-2018-0000	UNREGISTERED VEHICLE SOLD IN JULY 2016. ABSTRACT VOIDED FOR 2018.	(1425) 6121	DTUCKER	1615 OLD SPARTANBURG RD NC	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$8.05 \$0.81 \$8.86	\$0.00 \$0.00 \$0.00	\$8.05 \$0.81 \$8.86	\$0.00 \$0.00 \$0.00
<b>OWNER TOTAL:</b>			<b>(\$1,425)</b>						<b>ABSTRACT TOTAL:</b>		
GILLIAM, DOUGLAS GENE	0002916794-2018-2018-0000	WATERCRAFT SOLD IN 2017. ABSTRACT VOIDED FOR 2018.	(2296) 6109	SMORROW	10 COUNTRY RD HENDERSONVILLE NC 28791	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$344.08 \$34.41 \$378.49	\$146.50 \$34.41 \$180.91	\$179.67 \$17.97 \$197.64	\$0.00 \$17.97 \$17.97
<b>OWNER TOTAL:</b>			<b>(\$2,296)</b>						<b>ABSTRACT TOTAL:</b>		
<b>OWNER TOTAL:</b>			<b>(\$31,800)</b>						<b>ABSTRACT TOTAL:</b>		
											<b>\$21.79</b>

\*Adjustments submitted for approval on or before

**NCPTS Pending Release/Refund Report. Wednesday, June 26, 2019\***

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAYD	RELEASE	REFUND
HEARTLAND HARPS & MUSIC	0003095561-2018-2013-0000	BUSINESS NOT OPENED UNTIL JULY 2018. ABSTRACT VOIDED FOR 2013.	(\$33,070)	6128	HSALTER	713 RAY AVE HENDERSONVILLE NC 28792	COUNTY	TAX	\$169.85	\$0.00	\$169.85	\$0.00
								LATE LIST FEE	\$101.91	\$0.00	\$101.91	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:				
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JAMES, JUANITA REED	0003095561-2018-2017-0000	BUSINESS NOT OPENED UNTIL JULY 2018. ABSTRACT VOIDED FOR 2017.	(\$33,070)	6124	HSALTER	713 RAY AVE HENDERSONVILLE NC 28792	COUNTY	TAX	\$186.85	\$0.00	\$186.85	\$0.00
								LATE LIST FEE	\$37.37	\$0.00	\$37.37	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:				
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JONES, FRANK	0002555402-2014-2014-0000	MANUFACTURED HOME WAS REMOVED FROM THE PROPERTY IN 2012. ABSTRACT VOIDED FOR 2014.	(\$950)	6104	RJONES	45 JIM COLLINS DR HENDERSONVILLE NC 28792	COUNTY	TAX	\$132.00	\$132.00	\$132.00	\$0.00
								LATE LIST FEE	\$13.20	\$13.20	\$13.20	\$0.00
								TOTAL:				
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\*Adjustments submitted for approval on or before



# NCPTS Pending Release/Refund Report. Wednesday, June 26, 2019\*

OWNER	ABSTRACT	NOTE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND							
0002565402-2015-2015-0000		MANUFACTURED HOME WAS REMOVED FROM THE PROPERTY IN 2012. ABSTRACT VOIDED FOR 2015.	6105	RJONES	45 JIM COLLINS DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$132.00 \$13.20 \$145.20 \$30.84	\$132.00 \$13.20 \$30.84	\$132.00 \$145.20 \$30.84	\$132.00 \$13.20 \$145.20 \$30.84							
0002565402-2016-2016-0000		MANUFACTURED HOME WAS REMOVED FROM THE PROPERTY IN 2012. ABSTRACT VOIDED FOR 2016.	6106	RJONES	45 JIM COLLINS DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$145.21 \$14.52 \$159.73 \$30.84	\$145.21 \$14.52 \$30.84	\$145.21 \$14.52 \$159.73 \$30.84	\$145.21 \$14.52 \$159.73 \$30.84							
0002565402-2017-2017-0000		MANUFACTURED HOME WAS REMOVED FROM THE PROPERTY IN 2012. ABSTRACT VOIDED FOR 2017.	6107	RJONES	45 JIM COLLINS DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$145.21 \$14.52 \$159.73 \$30.84	\$145.21 \$14.52 \$30.84	\$145.21 \$14.52 \$159.73 \$30.84	\$145.21 \$14.52 \$159.73 \$30.84							
0002565402-2018-2018-0000		MANUFACTURED HOME WAS REMOVED FROM THE PROPERTY IN 2012. ABSTRACT VOIDED FOR 2018.	6108	RJONES	45 JIM COLLINS DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL: TAX	\$145.21 \$14.52 \$159.73 \$30.84	\$145.21 \$14.52 \$30.84	\$145.21 \$14.52 \$159.73 \$30.84	\$145.21 \$14.52 \$159.73 \$30.84							
<b>OWNER TOTAL:</b>																		
0003010270-2014-2014-0000		BUSINESS DOUBLE BILLED AS ABSTRACT 3010270 AND 3094570. ABSTRACT 3010270 VOIDED FOR 2014.	6129	KDECKARD	114 STATION AVE NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$129.38 \$12.94	\$0.00 \$0.00	\$129.38 \$12.94	\$0.00 \$0.00							
0003010270-2015-2015-0000		BUSINESS DOUBLE BILLED AS ABSTRACT 3010270 AND 3094570. ABSTRACT 3010270 VOIDED FOR 2015.	6130	KDECKARD	114 STATION AVE NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$132.00 \$13.20	\$0.00 \$0.00	\$132.00 \$13.20	\$0.00 \$0.00							
0003010270-2016-2016-0000		BUSINESS DOUBLE BILLED AS ABSTRACT 3010270 AND 3094570. ABSTRACT 3010270 VOIDED FOR 2016.	6131	KDECKARD	114 STATION AVE NC	COUNTY	TAX LATE LIST FEE TOTAL:	\$145.43 \$14.54	\$0.00 \$0.00	\$145.43 \$14.54	\$0.00 \$0.00							
<b>OWNER TOTAL:</b>																		
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>ADJUSTMENTS:</b></td> <td style="width: 50%; text-align: right;"><b>\$741.31</b></td> </tr> <tr> <td><b>ABSTRACT TOTAL:</b></td> <td style="text-align: right;"><b>\$924.96</b></td> </tr> <tr> <td><b>REFUND TOTAL:</b></td> <td style="text-align: right;"><b>\$179.12</b></td> </tr> <tr> <td><b>NET:</b></td> <td style="text-align: right;"><b>\$745.84</b></td> </tr> </table>											<b>ADJUSTMENTS:</b>	<b>\$741.31</b>	<b>ABSTRACT TOTAL:</b>	<b>\$924.96</b>	<b>REFUND TOTAL:</b>	<b>\$179.12</b>	<b>NET:</b>	<b>\$745.84</b>
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<b>REFUND TOTAL:</b>	<b>\$179.12</b>																	
<b>NET:</b>	<b>\$745.84</b>																	

\*Adjustments submitted for approval on or before







**North Carolina Department of Public Safety**  
**Purchasing and Logistics**

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Cassandra Skinner Hoekstra, Chief Deputy Secretary  
Douglas Holbrook, Chief Financial Officer  
Joanne B. Rowland, Director

July 30, 2019

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

**RE:** Viper Lease Agreements

Hello Mr. Wyatt:

Enclosed please fully executed duplicate originals of the above-referenced lease agreements. Please forward one (1) invoice for the **entire lease term** as described in each of the Lease Agreements to the address below for further processing. The invoice should contain the following information: **name of leasing agent, address of leased property, and complete remit to address (place check should be sent if not electronic).**

Once we have received your invoice, we will forward the information to our accounting department where your payments will be processed as agreed.

Thank you for your assistance in this matter.

Sincerely,

Ronald R. Moore

Enclosures

cc: Max Casey, SHP

**MAILING ADDRESS:**  
4227 Mail Service Center  
Raleigh, NC 27699-4200  
[www.ncdps.gov](http://www.ncdps.gov)



*An Equal Opportunity Employer*

**OFFICE LOCATION:**  
3030 Hammond Business Place  
Raleigh, NC 27603-3666  
Telephone (919) 743-8141  
Fax (919) 715-3731

Return To: Attorney General's Office / Property Control Section, Post Office Box 629, Raleigh, NC 27603  
SPO File No.: 45-27.1

STATE OF NORTH CAROLINA

MEMORANDUM OF SUBLEASE

COUNTY OF HENDERSON

THIS MEMORANDUM OF SUBLEASE, is made as of the last date set forth in the notary acknowledgements below, by and between COUNTY OF HENDERSON, hereinafter designated as "Sublessor" and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter designated as "Sublessee".

Sublessor and Sublessee entered into a Sublease Agreement dated \_\_\_\_\_, 2019 (the "Sublease"), the terms, covenants and conditions of which are hereby incorporated in this Memorandum of Sublease, for a term of six (6) years, commencing on the 1<sup>st</sup> day of January 2020 and terminating on the 31<sup>st</sup> day of December 2026.

In consideration of the terms, covenants, conditions and rental as set forth in the Sublease, Sublessor subleased to Sublessee that certain premises described as follows: Being a tract of land containing approximately 0.08 acres located at 5010 Bearwallow Road, Gerton, Henderson County, North Carolina.

COUNTY OF HENDERSON

By: Steve [Signature]  
County Manager

ATTEST:

Cheresa L. Wilson  
County Clerk

STATE OF NORTH CAROLINA

By: \_\_\_\_\_  
Tim Walton, Director  
State Property Office

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

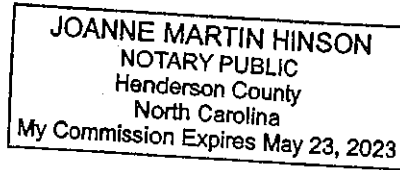
I, JoAnne Martin Hinson, a Notary Public in and for the aforesaid County and State do hereby certify that Teresa L. Wilson personally came before me this day and acknowledged that he/she is Clerk of HENDERSON COUNTY and that by authority duly given and as an act of HENDERSON COUNTY, the foregoing instrument was signed by Steve Wyatt, its COUNTY MANAGER, attested by himself/herself as CLERK and sealed with the common seal.

WITNESS my hand and Notarial Seal, this the 10th day of July, 2019.

JoAnne Martin Hinson  
Notary Public  
Print Name: JoAnne Martin Hinson

My Commission Expires:

May 23, 2023



STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County of \_\_\_\_\_ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Print Name

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

*THIS SUB-SUBLEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION*

STATE OF NORTH CAROLINA

SUB-SUBLEASE AGREEMENT

COUNTY OF HENDERSON

THIS SUB-SUBLEASE AGREEMENT ("Sub-Sublease") made and entered into as of the last date set forth in the notary acknowledgements below, by and between, the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Sub-Sublessor", and the COUNTY OF HENDERSON, a body politic and corporate, hereinafter referred to as "Sub-Sublessee" and each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, Sub-Sublessor and Sub-Sublessee entered into a ground lease agreement dated July 10, 2019 (the "Ground Sublease"), incorporated herein by reference, in which the Sub-Sublessee leased to Sub-Sublessor that certain parcel or tract of land lying and being in Henderson County, North Carolina having an address of 5010 Bearwallow Road, Gerton, North Carolina 27572 and being more particularly shown and described in the construction documents by Tower Engineering Professionals, dated 8/27/2010, TEP#082374, titled BEARWALLOW MOUNTAIN, SITE NUMBER: HP1015, SCO ID NUMBER: 09-07507-01L, with SHEET NUMBERS C-1 (SITE PLAN), C-2 (COMPOUND DETAIL), and C-3 (TOWER ELEVATION), attached herinto (EXHIBIT A).

WHEREAS, pursuant to the terms of the Ground Sublease, Sub-Sublessor may use the Site to construct a communications tower, an equipment building and other infrastructure to support a coordinated State-wide communications network known as the Voice Interoperability Plan for Emergency Responders ("VIPER"); and

WHEREAS, Sub-Sublessor, subject to the terms and conditions set forth herein, now desires to sublet the Premises, as defined herein, to Sub-Sublessee; and

WHEREAS, the North Carolina Department of Public Safety, Division of Law Enforcement, State Highway Patrol has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, authority to approve and execute this sub-sublease agreement was delegated to the Department of Administration, by resolution adopted by the Governor and Council of State on the 9th day of January 2018; and

WHEREAS, the Parties have mutually agreed to the terms of this Sub-Sublease as hereinafter set out.

NOW THEREFORE, in consideration of the Ground Sublease, the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Sub-Sublessor does hereby let and Sub-Sublease unto Sub-Sublessee and Sub-Sublessee hereby takes and Sub-Subleases from Sub-Sublessor for and during the period of time and subject to the terms and conditions hereinafter set forth the Premises, as more particularly described herein.

1. Premises. The "Premises" shall consist of non-exclusive space to accommodate: two (2) antennas at 100' AGL, four (4) at 50' AGL, and three (3) at 60' AGL on the self-supported communications tower ("Tower") constructed by Sub-Sublessor on the Site (the non-exclusive space on the Tower for the location of said antennas being referred to herein as the "Tower Space"), along with sufficient space in Sub-Sublessor's equipment building ("Building") to house three (3) racks. The exact location of the Tower Space on the Tower and space in the Building where may locate its Communications Equipment, as said term is defined herein, shall be designated by Sub-Sublessor in its reasonable discretion.
2. Ground Sublease Term. Pursuant to the Ground Sublease, Sub-Sublessor subleased the Site from for a term of six (6) years, commencing on the 1<sup>st</sup> day of January 2020 and terminating on the 31<sup>st</sup> day of December 2026 ("Ground Sub-Sublease Term").
3. Term. The term of this Sub-Sublease shall be for a period of six (6) years, commencing on the 1<sup>st</sup> day of January 2020 and terminating on the 31<sup>st</sup> day of December 2026, with one (1) automatic five (5) year renewal term, together (the "Term").
4. Rent. shall pay to Sub-Sublessor as rental for the Premises, the sum of ONE DOLLAR (\$ 1.00) for the Term.
5. Condition of Premises. Sub-Sublessor represents, subject to the terms of this Sub-Sublease, that the Premises are suitable for the uses described in Paragraph 6 below.
6. Use and Equipment. Sub-Sublessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, replacing and removing antennas, microwave dishes, transmission lines, cables, wires, receivers, generator(s), transmitter(s), transfer switch(es) and accessories necessary to broadcast radio waves (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment") and for no other purpose without the prior written consent of Sub-Sublessor. Sub-Sublessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. shall not drill, cut, saw, burn, add to or remove any part of the Tower without the prior written consent of Sub-Sublessor. Sub-Sublessee agrees that the use and operation of any Communications Equipment installed on the Premises shall be consistent with the quiet use, enjoyment, and occupancy of Sub-Sublessor.



7. Fixtures. Sub-Sublessor hereby acknowledges and agrees that the Communications Equipment and any other items belonging to Sub-Sublessee on the Premises, shall remain the property of Sub-Sublessee and shall not be, become or be deemed by Sub-Sublessor to be fixtures upon the Premises.

8. Conditions Precedent to Installation or Modification. Notwithstanding anything to the contrary herein, the Parties agree that Sub-Sublessee 's right to install its Communications Equipment or to make any modifications to its Communications Equipment at the Premises shall not commence until Sub-Sublessee , at its sole cost and expense, completes the following: (i) tenth order inter-modulation study; (ii) update of the most recent Tower loading analysis; (iii) provision for commercial electric service and emergency power to operate its Communications Equipment; and (iv) receipt of all required permits (if any) for the installation of, or modification to, its Communications Equipment and all required regulatory or governmental approvals of 's proposed use of the Premises. Sub-Sublessor shall have the right to review said inter-modulation study, Tower loading analysis and governmental permits to determine if Sub-Sublessee 's Communications Equipment will cause a degradation in Sub-Sublessor's VIPER system or adversely affect the physical and structural capacity of the Tower. After reviewing said inter-modulation study, Tower loading analysis and governmental permits, if Sub-Sublessor determines in its sole discretion that the installation of, or modification to, Sub-Sublessee's Communications Equipment will result in a degradation of the VIPER system or adversely affect the physical and structural capacity of the Tower, Sub-Sublessee shall, at its sole cost and to the satisfaction of Sub-Sublessor, make any modifications, upgrades or improvements to its Communications Equipment necessary to prevent any disruption to the VIPER system or any impairment to the structural integrity of the Tower.

9. Governmental Approvals and Compliance. Sub-Sublessor agrees that the Tower and its operations shall meet applicable rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), as well as all applicable State codes and regulations. , Sub-Sublessee at its sole cost and expense, shall obtain any necessary governmental licenses or authorizations required for installation, repair, alteration, improvement, or expansion of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the FCC and FAA.

10. Sub-Sublessor's and Sub-Sublessee 's Rights in the Event of Interference. The Communications Equipment shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Sub-Sublessee confirms to Sub-Sublessor that the installation and use of its Communications Equipment will not interfere with the operation of the VIPER system or any other equipment on the Tower. In the event the Communications Equipment causes interference with the VIPER system or other equipment on the Tower, Sub-Sublessee shall proceed immediately to correct and eliminate the interference. Sub-Sublessee shall cease operation of its Communications Equipment until the cause of such interference is removed. Should interference reasonably objectionable to Sub-Sublessee be caused by Sub-Sublessor's equipment, Sub-Sublessor shall cooperate with Sub-Sublessee to eliminate such interference. Sub-Sublessee expressly agrees to pay for such equipment as may be necessary to prevent its interference with any radio transmissions by Sub-Sublessor and will also be responsible for purchasing any

equipment to correct any interference that Sub-Sublessor's equipment may cause in Sub-Sublessee's use and operation of its Communications Equipment. If interference caused by the Communications Equipment is not corrected and eliminated within thirty (30) days after Sub-Sublessee is notified of the interference, then Sub-Sublessor may terminate this Sub-Sublease forthwith without liability to Sub-Sublessee.

11. Repair and Maintenance. Sub-Sublessor shall, at all times during the Term, at its own expense, put and maintain in thorough repair and in good and safe condition the Tower, the Building and the Site, whether such maintenance is necessitated by wear, tear, obsolescence, government regulation, or defects, latent or otherwise. shall, at all times during the Term, at its own expense, maintain its Communications Equipment.

12. Utilities. Sub-Sublessor shall permit access to its electric power source so that Sub-Sublessee may obtain all electrical energy required to operate its Communications Equipment. Sub-Sublessee shall pay for all electricity needed to power and operate's Communications Equipment.

13. Sub-Sublessor's Right of Access. Sub-Sublessor or its agents shall have the right to enter the Premises at all times in order to examine it, or to make such alterations, repairs, improvements, or additions to the Premises as Sub-Sublessor may deem necessary or desirable without the same constituting an eviction of Sub-Sublessee in whole or in part, or a breach of this Sub-Sublease.

14. Sub-Sublessee's Right of Access. , with Sub-Sublessor's prior approval, shall have the right of access to the Premises throughout the Term for the purposes of installing, inspecting, maintaining, operating, repairing, and removing its Communications Equipment; provided, however, that Sub-Sublessee and its agents and employees shall not compromise the security of the VIPER system or disturb or interfere with Sub-Sublessor's operations during such time as they are on the Premises.

15. Sub-Sublessor's Right to Terminate. In the event that Sub-Sublessor should elect, pursuant to the Ground Sublease, to abandon its use and possession of the Tower, Building and Site, this Sub-Sublease shall terminate without liability to Sub-Sublessor. Sub-Sublessor shall give not less than thirty (30) days written notice of its intent to so terminate this Sub-Sublease.

16. Surrender Upon Termination of Sub-Sublease. Upon termination of this Sub-Sublease, Sub-Sublessee shall surrender the Premises in as good condition as they were at the beginning of the Term, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Sub-Sublessee had no control or for which Sub-Sublessor is responsible pursuant to this Sub-Sublease, excepted. It is understood and agreed that Sub-Sublessee shall have the right to remove from the Premises, at's own expense and without damage or injury to the Tower, the Building or any other property of Sub-Sublessor, the Communications Equipment and all items of personal property, trade fixtures, and other items belonging to Sub-Sublessee used in connection with Sub-Sublessee's operations on the Premises.

17. Fire or Other Casualty Loss.

(a) If the Premises is totally or partially destroyed by wind, explosion, fire, or casualty of any kind, either Sub-Sublessor or Sub-Sublessee shall have the option of terminating this Sub-Sublease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if this Sub-Sublease be so terminated, any rent payable hereunder shall cease as of the date of such destruction.

(b) If the Premises should be partially damaged by wind, explosion, fire, or casualty (or if totally and completely destroyed) and neither Party elects to terminate this Sub-Sublease within the provisions of subparagraph (a) above, then in either event, Sub-Sublessor agrees, at Sub-Sublessor's sole cost and expense, to restore the Tower and the Building, as may be applicable, to a condition substantially similar to that immediately prior to such destruction or damage. Sub-Sublessor shall not be liable for any interruption of Sub-Sublessee's operations occasioned by electrical interference, wind, explosion, fire or other cause or casualty of any kind.

(c) If Sub-Sublessor undertakes to restore, rebuild, or repair the Tower and the Building in accord with the provisions of subparagraph (b) above, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days from the date of the casualty, Sub-Sublessee shall have the right to immediately terminate this Sub-Sublease by written notice to Sub-Sublessor.

18. Insurance. Sub-Sublessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) workers' compensation, (ii) automobile liability and (iii) fire and extended coverage with regard to the 's activities on or about Premises and its Communications Equipment located on the Premises. shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, licensed to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including employers' liability; (ii) comprehensive general liability including personal injury, broad form property damage, independent contractor, products/completed operations and, only if applicable, XCU (explosion, collapse, underground) and; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Sub-Sublessor in any and all litigation.

19. Liability.

(a) To the extent permitted by applicable law, Sub-Sublessee shall be liable for the negligent or intentional acts or omissions of its agents and employees and shall save Sub-Sublessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises or the Site, which may arise or be claimed to have arisen as a result of the use of the Premises by Sub-Sublessee or which may arise out of the installation, operation, repair, maintenance, inspection, or removal of Communications Equipment by Sub-Sublessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Sub-Sublessor, its agents or employees.

(b) As between Sub-Sublessor and Sub-Sublessee, subject to the terms of this Sub-Sublease, Sub-Sublessee will be primarily liable for the negligent or intentional acts or omissions of its agents and employees. As to third parties, Sub-Sublessor is an immune sovereign and is not ordinarily subject to suit. However, Sub-Sublessor has enacted Chapter 143, Article 3), of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which Sub-Sublessor may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act; accordingly, Sub-Sublessor will be primarily liable for any claims within the coverage of the Tort Claims Act. No provision of this Sub-Sublease shall be construed as constituting a waiver of Sub-Sublessor's sovereign immunity or Sub-Sublessor's immunity under the Eleventh Amendment of the Constitution of the United States.

20. Hazardous Materials.

(a) For purposes of this Sub-Sublease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (1) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (2) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (3) gasoline, or any other petroleum product or by-product, (4) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"), the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph 20 which arise out of events or actions occurring prior to the expiration or termination of this Sub-Sublease shall survive the assignment of this Sub-Sublease and the expiration, termination, cancellation or release of record of this Sub-Sublease.

(b) Sub-Sublessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Sub-Sublessee and Sub-Sublessor, Sub-Sublessee, subject to the terms of this Sub-Sublease and to the extent permitted by applicable law, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises or the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Sub-Sublessee's use of the Premises. As between Sub-Sublessor and Sub-Sublessee, Sub-Sublessor, subject to the terms of this Sub-Sublease and to the extent permitted by the Tort Claims Act, will be primarily liable for the

existence or discovery of any Hazardous Materials on the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Sub-Sublessor's use of the Site.

21. Right to Assign and Sub-Sublease. Sub-Sublessee shall not assign this Sub-Sublease or sublet the Premises or any part thereof without the prior written consent of Sub-Sublessor.

22. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Sub-Sublessor of any gift from anyone with a contract with Sub-Sublessor, or from any person seeking to do business with Sub-Sublessor. By execution of this Sub-Sublease, Sub-Sublessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

23. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

24. Binding Effect. Subject to the provisions herein, this Sub-Sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

25. Applicable Law. This Sub-Sublease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

26. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Sub-Sublease shall not be construed as a waiver of the same in any other instance.

27. Complete Agreement. This Sub-Sublease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

28. Severability. In case any one or more of the provisions contained in this Sub-Sublease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Sub-Sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. Construction. No provision of this Sub-Sublease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

30. Interpretation. The use of headings, captions and numbers in this Sub-Sublease is solely for the convenience of identifying and indexing the various provisions in this Sub-

Sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sub-Sublease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

31. Terms. Capitalized terms used in this Sub-Sublease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

32. Counterparts. This Sub-Sublease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

33. Memorandum of Sub-Sublease for Recording. At the request of either Party, Sub-Sublessor and shall execute a memorandum of this Sub-Sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sub-Sublease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Sub-Sublease by reference.

34. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Sub-Sublessor: North Carolina Department of Public Safety  
Attn: VIPER Coordinator  
4227 Mail Service Center  
Raleigh, North Carolina 27699-4227

with copy to: State Property Office  
Attn: Manager, Leasing and Space Planning Section  
1321 Mail Service Center  
Raleigh, North Carolina 27699-1321

with a copy to : County of Henderson  
Attn: County Manager  
1 Historic Courthouse Square  
Hendersonville, North Carolina 28792

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Sub-Sublease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.

:

COUNTY OF HENDERSON

By: [Signature]

Print Name: Steve Wyatt

Title: County Manager

ATTEST:

[Signature]  
Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF Henderson

I, JoAnne Martin Hinson, a Notary Public in and for the aforesaid County and State do hereby certify that Teresa L. Wilson personally came before me this day and acknowledged that he/she is Clerk of the County of Henderson and that by authority duly given and as an act of the County of Henderson, the foregoing instrument was signed by Teresa L. Wilson, its Clerk to the Board, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 10th day of July, 2019.

[Signature]  
Notary Public

My Commission Expires: May 23, 2023

Print Name: JoAnne Martin Hinson

JOANNE MARTIN HINSON  
NOTARY PUBLIC  
Henderson County  
North Carolina  
My Commission Expires May 23, 2023

**SUB-SUBLESSOR:**

STATE OF NORTH CAROLINA

By: Tim Walton

Tim Walton, Director  
Department of Administration  
State Property Office  
State of North Carolina

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

I, Marion B Patrick, a Notary Public in and for the aforesaid County of Wake and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 23d day of July, 2019.

Marion B Patrick  
Notary Public

Print Name: Marion B Patrick




August 10, 2019

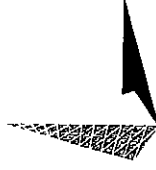


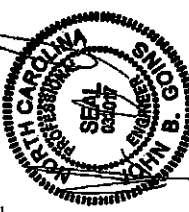
EXHIBIT A

**SHEET C-1 (SITE PLAN), SHEET C-2 (COMPOUND DETAIL), & SHEET C-3 (TOWER ELEVATION)**

PLANS PREPARED FOR:  
  
 3318 GARNER ROAD, BLDG. 2  
 RALEIGH, NC 27607-4440  
 OFFICE: (919) 682-4440

PROJECT INFORMATION:  
**BEARWALLOW MOUNTAIN**  
**SITE # HP-1015**  
**SCO ID # 09-07507-011**  
 5010 BEARWALLOW MOUNTAIN ROAD  
 HENDERSONVILLE, NC 28735  
 (HENDERSON COUNTY)

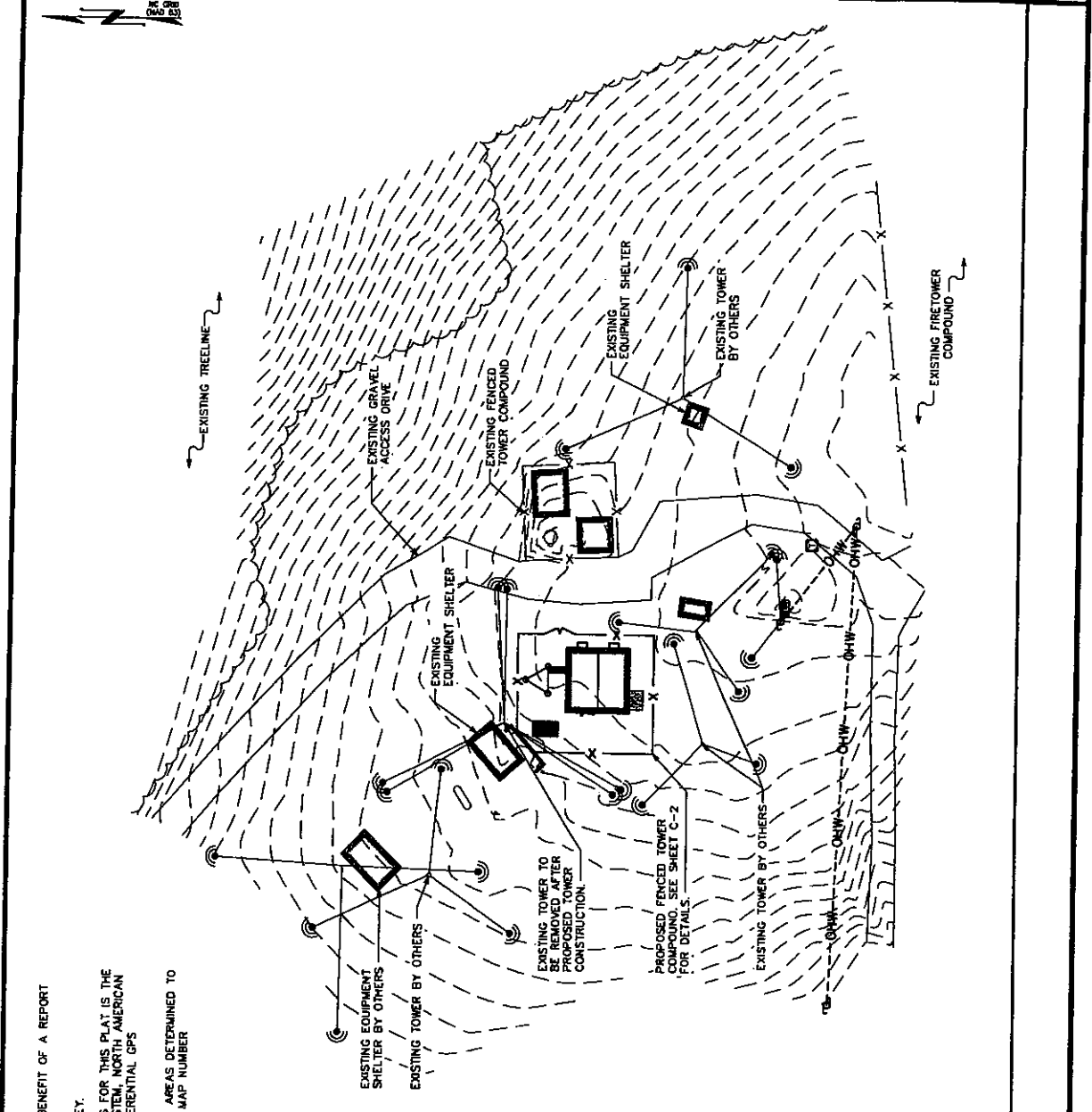
PLANS PREPARED BY:  
  
**TONER ENGINEERING PROFESSIONALS**  
 3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-9263  
 OFFICE: (919) 881-6351  
 www.tengr.com

SEAL:  
  
 N.C. LICENSE #C-1784  
 August 27, 2010

REV	DATE	ISSUED FOR
1	08-27-10	FINAL CONSTRUCTION
0	07-20-10	PRELIMINARY CONSTRUCTION

DRAWN BY: TRC | CHECKED BY: JBG  
 SHEET TITLE:

**SITE PLAN**  
 SHEET NUMBER: **C-1**  
 REVISION: 1  
 TEP # 082374




- NOTES:**
1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
  2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.
  3. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAN IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS MAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON APRIL 30, 2009.
  4. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X," AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (FEMA/FIRM MAP NUMBER 5710663000).
  5. SUBJECT P/N: 0603498878
  6. PROPERTY OWNER:  
 GEORGE BARNWELL  
 743 GRANT MOUNTAIN ROAD  
 HENDERSONVILLE, NC 28792

**WATER SUPPLY NOTE:**  
 THE APPROVED WATER SUPPLY PER SECTION 50B.1 OF THE NC FIRE CODE HAS BEEN ADDRESSED BY MARSHALL OF HENDERSON COUNTY FIRE DEPARTMENT. THE FIRE MARSHALL HAS RECOMMENDED THIS SITE. THE FIRE MARSHALL HAS BEEN PROVIDED WITH A LETTER THAT STATES THE FIRE DEPARTMENT'S RESPONSE IN A LETTER ADDRESSED TO THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION 06-29-10.


**LEGEND**


---	EXIST. PROPERTY LINE
- - -	ADJ. PROPERTY LINE
⊕	EXIST. UTILITY POLE
⊞	EXIST. TELCO PEDESTAL
⊗	EXIST. MANHOLE COVER
⊙	EXIST. LIGHT POLE
---200---	EXIST. CONTOUR LINE
///	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
-X-	CHAIN LINK FENCE
~~~~~	EXISTING TREE LINE
● IRF	IRON ROD FOUND
⊙	PROPERTY CORNER

**SITE PLAN**  
 SCALE: 1" = 40'

PLANS PREPARED FOR:  
  
 3318 GARNER ROAD, BLDG. 2  
 RALEIGH, NC 27607  
 OFFICE: (919) 862-4440

PROJECT INFORMATION:  
**BEARWALLOW MOUNTAIN**  
**SITE # HP-1015**  
**SCO ID # 09-07507-01L**  
 5010 BEARWALLOW MOUNTAIN ROAD  
 HENDERSONVILLE, NC 28735  
 (HENDERSON COUNTY)

PLANS PREPARED BY:  
  
**TOWER ENGINEERING PROFESSIONALS**  
 3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27608-8289  
 OFFICE: (919) 861-6851  
 www.tepgroup.net  
 N.C. LICENSE # C-1784

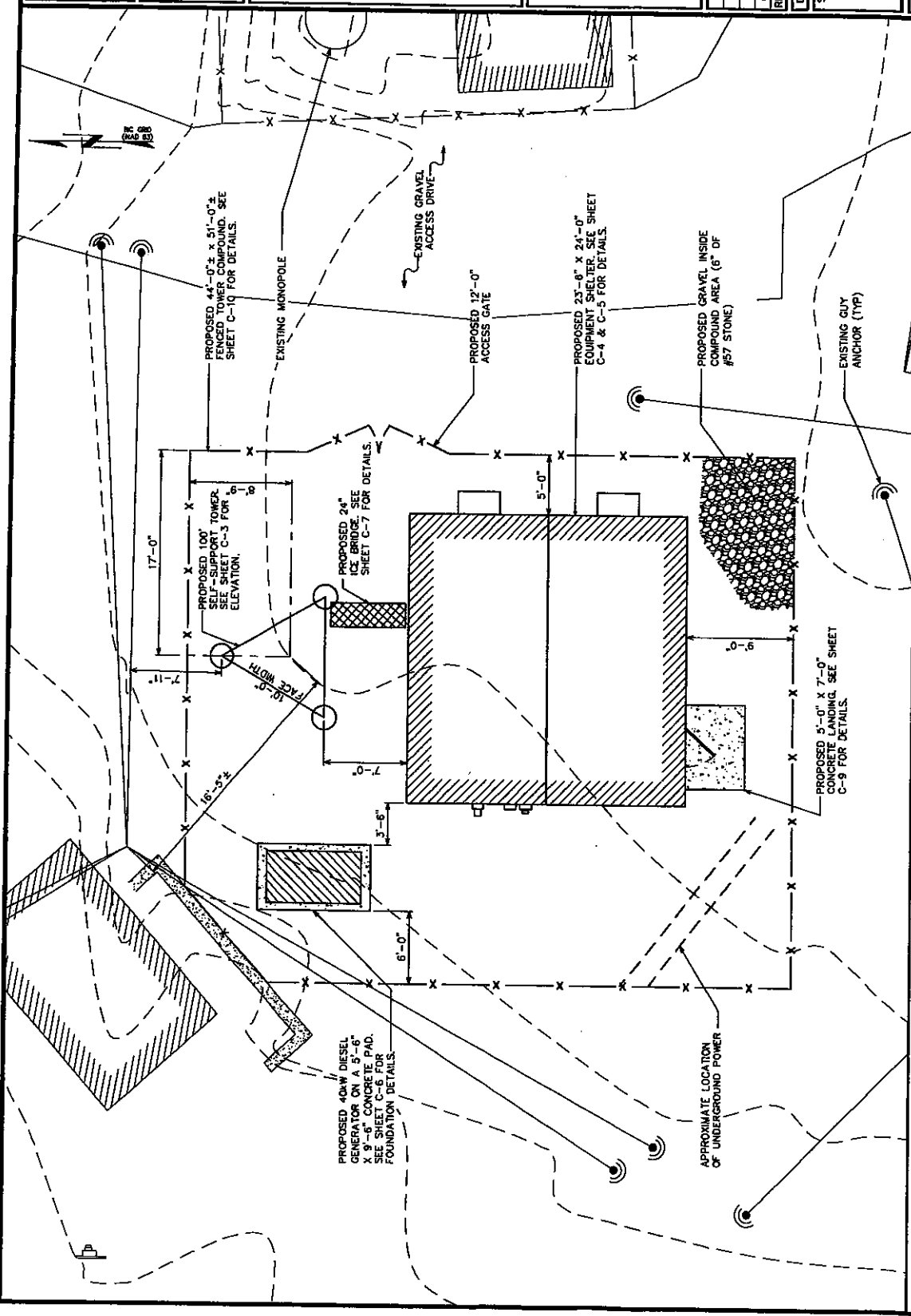
SEAL:  
  
 August 27, 2010

REV	DATE	ISSUED FOR:
1	08-27-10	FINAL CONSTRUCTION
0	07-20-10	PRELIMINARY CONSTRUCTION

DRAWN BY: TRG | CHECKED BY: JBG

SHEET TITLE:  
**COMPOUND DETAIL**

SHEET NUMBER:  
**C-2**  
 REVISION:  
 1  
 DEP # 092374



SCALE: 1/8" = 1'-0"

COMPOUND DETAIL

SCALE IN FEET

0 8 16

**ANSI/TIA-222-G DESIGN NOTE:**

THE PROPOSED TOWER SHALL BE DESIGNED PER THE FOLLOWING PARAMETERS:

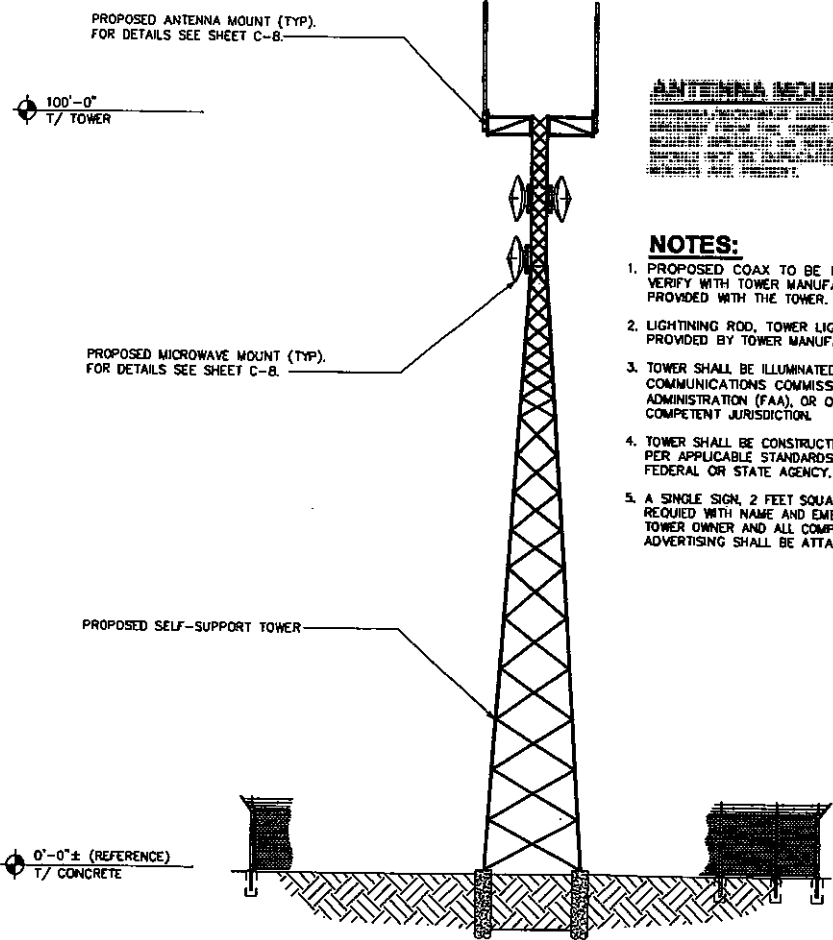
STRUCTURE CLASSIFICATION: III  
 EXPOSURE CATEGORY: B  
 TOPOGRAPHIC CATEGORY: 3  
 CREST HEIGHT: 1870'

**ANTENNA MOUNT NOTE:**

ANTENNA MOUNT SHALL BE DESIGNED PER ANSI/TIA-222-G. THE MOUNT SHALL BE DESIGNED TO SUPPORT THE ANTENNA AND SHALL BE ATTACHED TO THE TOWER. THE MOUNT SHALL BE DESIGNED TO WITHSTAND THE FULL RANGE OF TEMPERATURES AND WIND LOADS. THE MOUNT SHALL BE DESIGNED TO WITHSTAND THE FULL RANGE OF TEMPERATURES AND WIND LOADS. THE MOUNT SHALL BE DESIGNED TO WITHSTAND THE FULL RANGE OF TEMPERATURES AND WIND LOADS.

**NOTES:**

1. PROPOSED COAX TO BE MOUNTED TO WAVEGUIDE LADDER. VERIFY WITH TOWER MANUFACTURER THAT THE LADDER WILL BE PROVIDED WITH THE TOWER.
2. LIGHTNING ROD, TOWER LIGHTS, AND CLIMBING LADDER TO BE PROVIDED BY TOWER MANUFACTURER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.
4. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
5. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.

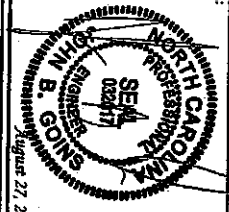


**TOWER ELEVATION**

SCALE: 1/8" = 1'-0"



SHEET NUMBER: <b>C-3</b>	REVISION: 1	SHEET TITLE: <b>TOWER ELEVATION</b>	DRAWN BY: TGC   CHECKED BY: JAG	1 06-27-10 FINAL CONSTRUCTION 0 07-20-10 PRELIMINARY CONSTRUCTION REV DATE ISSUED FOR:	N.C. LICENSE # C-1794 TOWER ENGINEERING PROFESSIONALS 3703 JUNCTION BOULEVARD RALEIGH, NC 27603-5283 OFFICE: (919) 691-4351 www.teppro.com	PLAN PREPARED BY:	PROJECT INFORMATION: <b>BEARWALLOW MOUNTAIN</b> SITE # HP-1015 SCO ID # 09-07507-07L 5010 BEARWALLOW MOUNTAIN ROAD HENDERSONVILLE, NC 28725 (HENDERSON COUNTY)	PLANS PREPARED FOR: 3318 GARNER ROAD, BLDG. 2 RALEIGH, NC 27607 OFFICE: (919) 822-4440



*THIS SUBLEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION*

STATE OF NORTH CAROLINA

**GROUND SUBLEASE AGREEMENT**

COUNTY OF HENDERSON

THIS GROUND SUBLEASE AGREEMENT ("Sublease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between **COUNTY OF HENDERSON**, a political subdivision of the State of North Carolina, hereinafter referred to as "Sublessor"; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as "Sublessee";

**WITNESSETH:**

THAT WHEREAS, the North Carolina Department of Public Safety, Division of the State Highway Patrol, has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS, authority to approve and execute this sublease agreement was delegated to the Department of Administration, by resolution adopted by the Governor and Council of State on the 9th day of January 2018; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Sublease as hereinafter set out.

NOW THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Sublessor does hereby rent, Sublease and demise unto Sublessee for and during the term and under the terms and conditions hereinafter set forth, those premises with all rights, privileges and appurtenances thereto belonging, lying and being in the Town of Gerton, Henderson County, North Carolina, and being more particularly described herein.

The terms and conditions of this Sublease are as follows:

1. **Premises.** Sublessor hereby Subleases to Sublessee and Sublessee hereby Subleases from Sublessor a parcel of land containing 0.08 acres, more or less, having a physical street address of 5010 Bearwallow Road, Gerton, Henderson County, North Carolina (the "Premises"), and more particularly described in the construction documents by Tower Engineering Professionals, dated 8/27/2010, TEP#082374, titled BEARWALLOW MOUNTAIN, SITE NUMBER: HP1015, SCO ID NUMBER: 09-07507-01L, with SHEET NUMBERS C-1 (SITE PLAN), C-2 (COMPOUND DETAIL), and C-3 (TOWER ELEVATION), attached hereto (EXHIBIT A).

2. **Term.** The term of this Sublease shall be for a period of six (6) years, commencing on the 1<sup>st</sup> day of January 2020 and terminating on the 31<sup>st</sup> day of December 2026, with one (1) automatic five (5) year renewal term, together (the "Term").

3. **Rent.** Sublessee shall pay to Sublessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.

4. **Equipment / Use / Fixtures.** Sublessee shall use the Premises for the purpose of constructing and installing a 100' self-supported communications tower (the "Tower") and an equipment building (the "Building") and for the purpose of installing, operating, maintaining, repairing, replacing and removing, intellirepeaters, microwave dishes, batteries, chargers, UPS, generator transfer switch(s), antennas, transmission lines, waveguides, cables, wires, receivers and generator(s) (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment"). Sublessee intends to primarily use the Communications Equipment to support its Voice Interoperability Plan for Emergency Responders ("VIPER") strategic communications system. Sublessor agrees that the Tower, the Building, the Communications Equipment and any other items belonging to Sublessee on the Premises, shall remain the property of Sublessee and shall not be, become, or be deemed by Sublessor to be fixtures upon the Premises.

5. **Utilities / Maintenance.** Sublessee shall be responsible for the maintenance and operation of the Tower, the Building and the Communications Equipment, including, but not limited to all utility charges attributable to Sublessee's use of the Premises. Sublessee shall repair at its own expense damage to the Premises, Tower, Building and Communications Equipment, which is the result of Sublessee's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Sublessor, its contractors or agents.

6. **Access.** Sublessor grants to Sublessee free and unrestricted ingress and egress to the Premises during the Term for the purpose of installing, maintaining, operating, repairing, replacing, upgrading and removing the Tower, the Building and the Communications Equipment. Sublessor shall provide Sublessee with legal and practical means of ingress and egress to the Premises and shall be responsible for the repair and maintenance of said means of ingress and egress.

7. **Insurance & Liability.**

(a) Sublessor agrees that Sublessee's decision to self-insure satisfies all insurance requirements of this Sublease applicable to Sublessee.

(b) As between Sublessor and Sublessee, Sublessee, subject to the terms of this Sublease, will be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Sublessee is an immune sovereign and is not ordinarily subject to suit. However, Sublessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Sublessee may be liable for the torts of its officers and employees, within the terms of the

Tort Claims Act, and accordingly, Sublessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

(c) Sublessor shall be liable to Sublessee for any loss or damages suffered by Sublessee which are a direct result of the failure of Sublessor to perform an act required by this Sublease, provided that Sublessor could reasonably have complied with said requirement.

8. **Governmental Approvals & Compliance.** During the Term, Sublessee shall comply with all State and Federal laws and regulations applicable to the Premises. Sublessee shall obtain any necessary State or Federal licenses or authorizations required for the installation and construction of the Tower, Building or Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC").

9. **Interference.** The Communications Equipment and any other equipment used by Sublessee on the Tower or in the Building shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices.

10. **Condition of Tower.** Sublessee has the right and responsibility to repair and maintain the Tower. Subject to other provisions contained in this Sublease, Sublessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Sublessor, its contractors or agents, shall maintain and repair the Tower and access to the Premises, if applicable thereto, such that Sublessee may utilize the Premises for the purposes and to the extent herein permitted, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation, maintenance and repair of the Tower must comply with all State and Federal, ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Sublease, the maintenance of appropriate records and notifications to the FAA of any failure on Sublessee's part and repairs and correction of the same. Subject to the terms of this Paragraph, Sublessee assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

11. **Security.** Sublessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced.

12. **Taxes.** If applicable, Sublessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to its interest in the Tower, the Building or the Communications Equipment.

13. **Right to Terminate.** Sublessee may terminate this Sublease, at its option, after giving not less than thirty (30) days' notice to Sublessor, if:

- (a) Any governmental agency denies a request by Sublessee for or revokes a permit, license or approval, which is required for Sublessee to install or operate the Tower, the Building or the Communications Equipment on the Premises; or
- (b) Sublessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Sublessee from using the Premises for its intended purpose; or
- (c) Utilities necessary for Sublessee's use of the Premises are not available to the Premises; or
- (d) The Premises are damaged or destroyed to an extent, which prohibits or materially interferes with Sublessee's use of the Premises; or
- (e) Sublessee determines, in its sole discretion, that the Premises is no longer needed.

14. **Termination.** Upon termination of this Sublease, Sublessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Sublessee had no control or for which Sublessor is responsible pursuant to this Sublease, excepted. It is understood and agreed that Sublessee shall have the right to remove from the Premises: (i) the Tower; (ii) the Building and (iii) the Communications Equipment and any other items belonging to Sublessee. Sublessee hereby agrees to repair to the reasonable satisfaction of Sublessor any portion of the Premises damaged by the removal of the Tower, Building or Communications Equipment.

15. **Title & Quiet Possession.** Sublessor agrees that Sublessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Sublease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person. Sublessor represents and warrants to Sublessee that Sublessor has the full right to make this Sublease and that Sublessee shall have quiet and peaceful possession of the Premises throughout the Term.

16. **Holdover.** Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

17. **Environmental Laws.** Sublessee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. As between Sublessor and Sublessee, Sublessee, subject to the terms of this Sublease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any hazardous substance on the Premises or for the migration of any



hazardous substance to other properties or for the release of any hazardous substance into the environment in violation of applicable environmental laws, arising solely from Sublessee's use of the Premises. Sublessor represents warrants and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable environmental laws and that the Premises is free of hazardous substances as of the date of this Sublease. Sublessor shall be responsible for, and promptly conduct any investigation and remediation as required by any environmental law or common law, of all spills or other release of hazardous substances, not caused solely by Sublessee, that have occurred or which may occur on the Premises. Sublessor agrees, to indemnify Sublessee and hold Sublessee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Sublessee with respect to, or as a direct or indirect result of the violation of any environmental laws applicable to the Premises, caused by or within the control of Sublessor. Sublessor's indemnification of Sublessee specifically includes cost incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority.

18. **Availability of Funds.** Sublessor and Sublessee agree and understand that the continuation of this Sublease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Sublessee responsible for payment of said rental. Sublessor and Sublessee also agree that in the event the agency of Sublessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rents are insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Sublease by giving Sublessor written notice of said termination, and this Sublease shall terminate immediately without any further liability to Sublessee.

19. **Assignment and Subletting.** Sublessee shall not assign this Sublease without the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed. Sublessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.

20. **Prohibition on Gifts.** North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Sublessee of any gift from anyone with a contract with Sublessee, or from any person seeking to do business with Sublessee. By execution of this Sublease, Sublessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

21. **Modification.** No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

22. **Binding Effect.** Subject to the provisions herein, this Sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.
23. **Applicable Law.** This Sublease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.
24. **Effect of Waiver.** The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Sublease shall not be construed as a waiver of the same in any other instance.
25. **Complete Agreement.** This Sublease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.
26. **Severability.** In case any one or more of the provisions contained in this Sublease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
27. **Construction.** No provision of this Sublease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.
28. **Interpretation.** The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various provisions in this Sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sublease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.
29. **Terms.** Capitalized terms used in this Sublease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.
30. **Authority.** Each person executing this Sublease on behalf of Sublessor does hereby represent and warrant that, if applicable: (a) Sublessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Sublessor has full lawful right and authority to enter into this Sublease and to perform all of its obligations hereunder, and (c) each person signing this Sublease on behalf of Sublessor is duly and validly authorized to do so.

31. **Counterparts.** This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

32. **Memorandum of Sublease for Recording.** At the request of either Party, Sublessor and Sublessee shall execute a memorandum of this Sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sublease shall set forth the Parties, provide a description of the Site, specify the Term and incorporate this Sublease by reference.

33. **Notices.** All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Sublessor: County of Henderson  
Attn: County Manager  
1 Historic Courthouse Square  
Hendersonville, North Carolina 28792

to Sublessee: North Carolina Department of Public Safety  
Attn: Sublease Coordinator  
4701 Mail Service Center  
Raleigh, North Carolina 27699-4701

with copy to: State Property Office  
Attn: Space Planning and Leasing Manager  
1321 Mail Service Center  
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

**[signatures begin on following page]**

IN TESTIMONY WHEREOF, this Sublease has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgement below.

**SUBLESSOR:**

COUNTY OF HENDERSON

By: Steve Wyatt

Print Name: Steve Wyatt  
County Manager

**ATTEST:**

Teresa L. Wilson  
Clerk

(Seal)



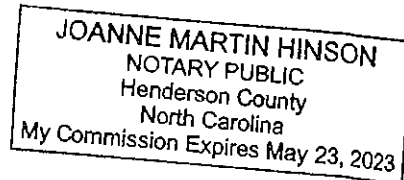
STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, JoAnne Martin Hinson, a Notary Public in and for the aforesaid County and State do hereby certify that Teresa L. Wilson personally came before me this day and acknowledged that he/she is Clerk of the County of Henderson and that by authority duly given and as an act of County of Henderson, the foregoing instrument was signed by Steve Wyatt, its County Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 10th day of July, 2019.

JoAnne Martin Hinson  
Notary Public  
Print Name: JoAnne Martin Hinson

My Commission Expires: May 23, 2023



SUBLESSEE:

STATE OF NORTH CAROLINA

By: Tim Walton

Tim Walton, Director  
Department of Administration  
State Property Office  
State of North Carolina

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Marion B Patrick, a Notary Public in and for the aforesaid County of Wake and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 30 day of July, 2019.

Marion B Patrick

Notary Public


Print Name: Marion B Patrick




My Commission Expires: August 10, 2019

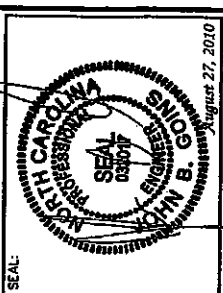
EXHIBIT A

**SHEET C-1 (SITE PLAN), SHEET C-2 (COMPOUND DETAIL), & SHEET C-3 (TOWER ELEVATION)**

PLANS PREPARED FOR:  
  
 3318 GARNER ROAD, BLDG. 2  
 RALEIGH, NC 27607  
 OFFICE: (919) 862-4440

PROJECT INFORMATION:  
**BEARWALLOW MOUNTAIN**  
**SITE # HP-1015**  
**SCO ID # 09-07507-01L**  
 5010 BEARWALLOW MOUNTAIN ROAD  
 HENDERSONVILLE, NC 28735  
 (HENDERSON COUNTY)

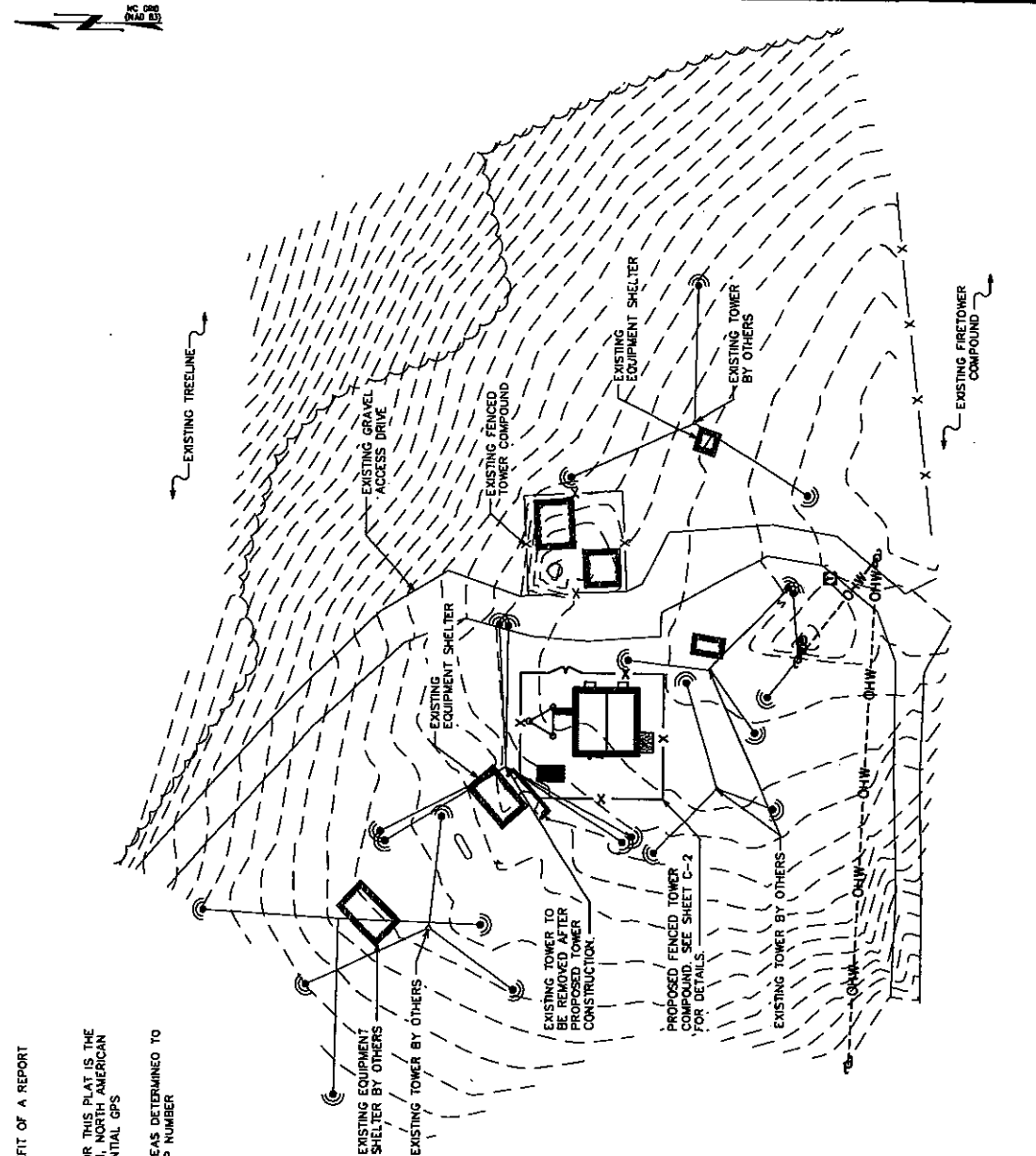
PLANS PREPARED BY:  
  
**TOWER ENGINEERING PROFESSIONALS**  
 3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-5783  
 OFFICE: (919) 864-6361  
 www.tepgroup.net  
 N.C. LICENSE # C-1704



1	08-27-10	FINAL CONSTRUCTION
0	07-20-10	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TRG   CHECKED BY: JBG		

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**C-1**  
 REVISION:  
**1**  
 TEP # 082374




- NOTES:**
1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
  2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.
  3. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAN IS THE NORTH CAROLINA STATE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCS83, NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON APRIL 30, 2009.
  4. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X." AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (FEMA/FIRM MAP NUMBER 3710060300J).
  5. SUBJECT PIN: 0603498878
  6. PROPERTY OWNER:  
 GEORGE BARNWELL  
 743 GRANT MOUNTAIN ROAD  
 HENDERSONVILLE, NC 28792

**WATER SUPPLY NOTE:**  
 THE APPROVED WATER SUPPLY PER SECTION 508.1 OF THE NC FIRE CODE HAS BEEN ADDRESSED BY NOTIFYING THE HENDERSON COUNTY FIRE MARSHALL OF THE LOCATION OF THE PROPOSED SITE. THE FIRE MARSHALL HAS RESPONDED WITH A LETTER THAT STATES THE FIRE DEPARTMENT'S RESPONSE IN A LETTER ADDRESSED TO THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION 06-29-10.

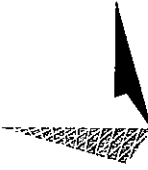
**LEGEND**


	EXIST. PROPERTY LINE
	ADJ. PROPERTY LINE
	EXIST. UTILITY POLE
	EXIST. TELCO PEDESTAL
	EXIST. MANHOLE COVER
	EXIST. LIGHT POLE
	EXIST. CONTOUR LINE
	EDGE OF PAVEMENT
	OVERHEAD WIRE
	CHAIN LINK FENCE
	EXISTING TREE LINE
	IRON ROD FOUND
	PROPERTY CORNER

**SITE PLAN**  
 SCALE: 1" = 40'

PLANS PREPARED FOR:  
  
 3318 CARVER ROAD, BLDG. 2  
 RALEIGH, NC 27607  
 OFFICE: (919) 682-4440

PROJECT INFORMATION:  
**BEARWALLOW MOUNTAIN**  
**SITE # HP-1015**  
**SCO ID # 09-07507-01L**  
 5010 BEARWALLOW MOUNTAIN ROAD  
 HENDERSONVILLE, NC 28735  
 (HENDERSON COUNTY)

PLANS PREPARED BY:  
  
**TOWER ENGINEERING PROFESSIONALS**  
 3703 JUNCTION BOULEVARD  
 RALEIGH, NC 27603-5263  
 OFFICE: (919) 861-8351  
 www.tpegrp.net  
 N.C. LICENSE # C-1794

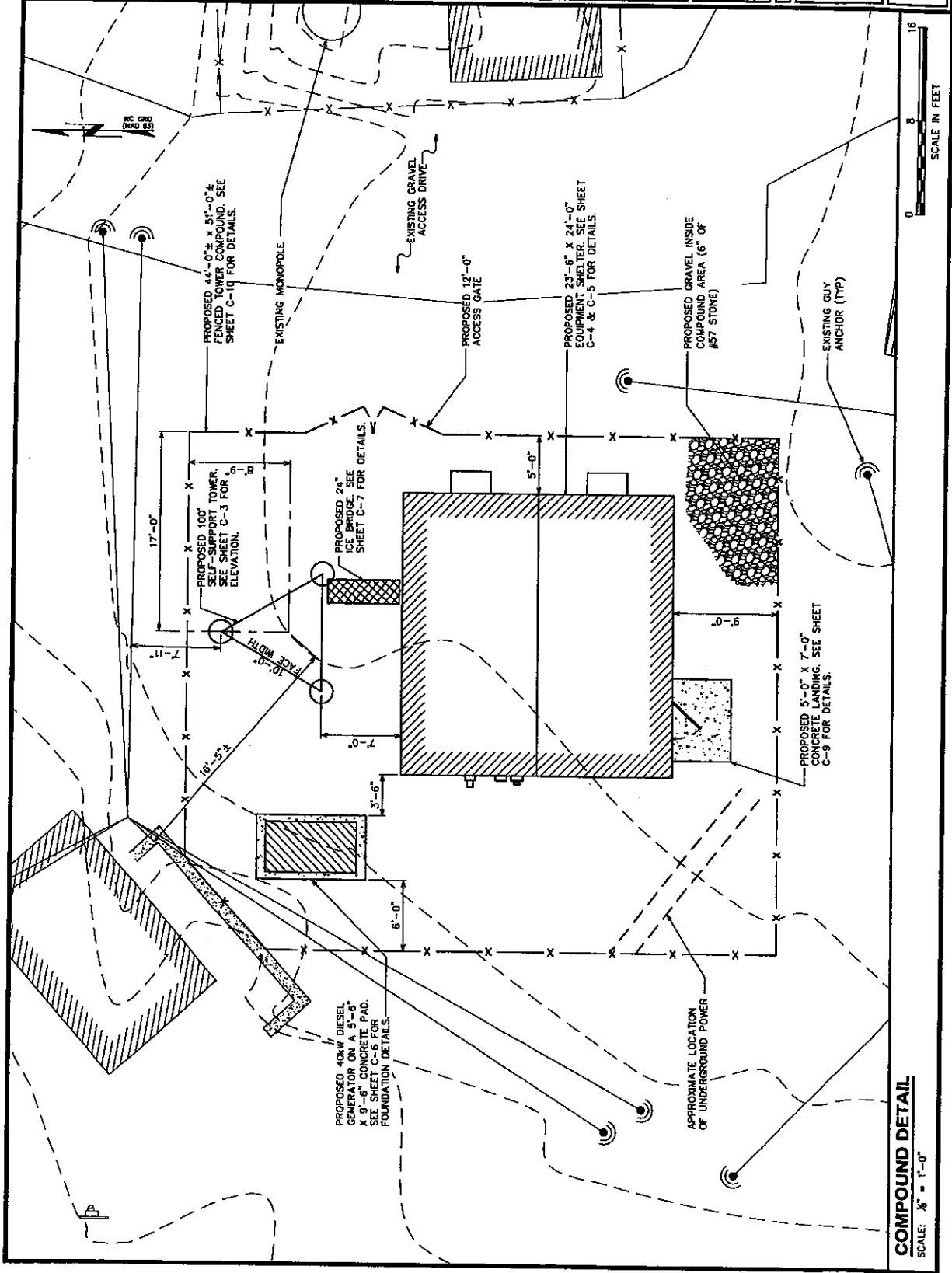
SEAL:  
  
 August 27, 2010

REV	DATE	ISSUED FOR:
1	06-27-10	FINAL CONSTRUCTION
0	07-20-10	PRELIMINARY CONSTRUCTION

DRAWN BY: TRG | CHECKED BY: JAG  
 SHEET TITLE:

**COMPOUND  
 DETAIL**

SHEET NUMBER:  
**C-2**  
 REVISION:  
 1  
 TEP # 092374



**COMPOUND DETAIL**  
 SCALE: 1/8" = 1'-0"



**ANSI/TIA-222-G DESIGN NOTE:**

THE PROPOSED TOWER SHALL BE DESIGNED PER THE FOLLOWING PARAMETERS:

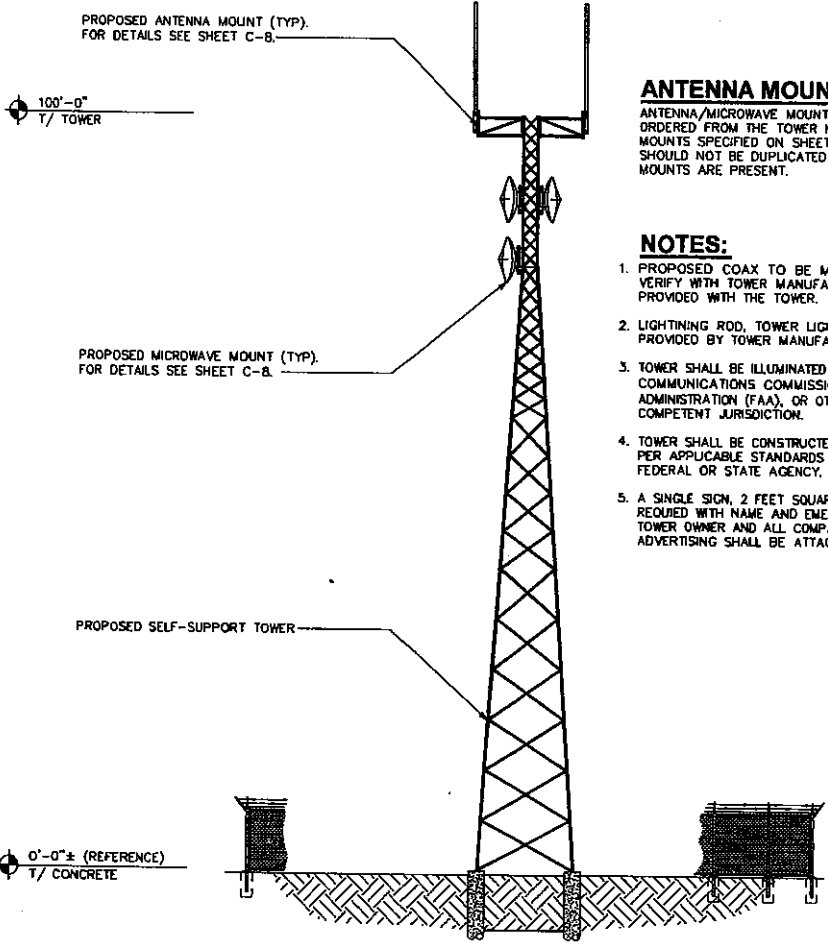
STRUCTURE CLASSIFICATION: III  
 EXPOSURE CATEGORY: B  
 TOPOGRAPHIC CATEGORY: 3  
 CREST HEIGHT: 1870'

**ANTENNA MOUNT NOTE:**

ANTENNA/MICROWAVE MOUNTS HAVE BEEN ORDERED FROM THE TOWER MANUFACTURER. MOUNTS SPECIFIED ON SHEET C-8 SHOULD NOT BE DUPLICATED IF EXISTING MOUNTS ARE PRESENT.

**NOTES:**

1. PROPOSED COAX TO BE MOUNTED TO WAVEGUIDE LADDER. VERIFY WITH TOWER MANUFACTURER THAT THE LADDER WILL BE PROVIDED WITH THE TOWER.
2. LIGHTNING ROD, TOWER LIGHTS, AND CLIMBING LADDER TO BE PROVIDED BY TOWER MANUFACTURER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.
4. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
5. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.



**TOWER ELEVATION**

SCALE: 1/8" = 1'-0"



SHEET NUMBER: <b>C-3</b>	REVISION: 1	SHEET TITLE: <b>TOWER ELEVATION</b>	DRAWN BY: TSG CHECKED BY: JBG		SEAL: TOWER ENGINEERING PROFESSIONALS 3709 JUNCTION BOULEVARD RALEIGH, NC 27609-5263 OFFICE: (919) 881-6357 www.towereng.com	PLANS PREPARED BY: 	PROJECT INFORMATION: <b>BEARWALLOW MOUNTAIN</b> SITE # HP-1015 SCO ID # 09-07507-01L 5010 BEARWALLOW MOUNTAIN ROAD HENDERSONVILLE, NC 28735 (HENDERSON COUNTY)	PLANS PREPARED FOR: 3318 GARNER ROAD, BLDG. 2 RALEIGH, NC 27607 OFFICE: (919) 662-4440
			REV. DATE 1 04-27-10 FINAL CONSTRUCTION 0 07-20-10 PRELIMINARY CONSTRUCTION ISSUED FOR:					

**Conditions**  
**Rezoning Application R-2018-10-C**  
**Tap Root Farms, LLC, Owner**

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**GENERAL CHARACTERISTICS**

The following conditions are in addition to and intended to supplement the approved site plan and the Henderson County Land Development Code (herein "Henderson County LDC"). In case of any conflict between this document, the LDC, and the site plan, the approved site plan will control. To the extent that any specification or development standard has been omitted from or is not addressed in the site plan or this document, the presumption is that the standard or specification in the LDC shall apply.

1. The Subject Property consists of 297 acres located on Butler Bridge Road in Henderson County (PINs: 9652-03-1362, 9642-82-3681, 9642-84-4544). The Subject Property consists of two tracts, shown as Tract 1 and Tract 2 on the site plan. The subject property is to be purchased in two (2) separate tracts with Tract 1 being first and then Tract 2.
2. The subject property is rezoned from RC to R-1 (CD)
3. Size and Scope of project (numbers are approximate, subject to confirmation when site plan is final):
  - a. Size of project: 297 acres.
  - b. As shown on the site plan: Maximum of 891 total residential units, including 483 single family homes and 408 town homes; Single family lot sizes shall be a minimum of 7,100 square feet for at least 366 lots (75%) of the total single family lots on the subject property. All buildings to have a minimum 20 foot separation. All single family lots will have side setbacks of ten feet.
  - c. Overall project density will not exceed 3.0 units per acre, including floodplain, greenway easements, or other open space areas proposed for conveyance to County or third party conservation organization.
4. I-26 and outer boundary of project: All buildings must maintain 50 foot minimum setback from the I-26 right of way; no landscape buffer required along outer project boundary.

**STREETS, TRAFFIC AND PARKING**

5. Sidewalks not less than 5 feet in width shall be installed on at least one side of each roadway within the development, with a planted strip at least 2 feet in width between sidewalk and curb.
6. Interior roads – build to Henderson County design standards for residential subdivisions; minimum roadway width of 27 feet including 2' valley curb & gutter. The central "spine" road will have a central planted median, with paved surface of 14' minimum paved lanes

and 30" curb and gutter, and will be built to NCDOT standards with minimum 60 foot road right of way; no pervious pavement required within the development.

7. Traffic Impacts on Butler Bridge Road - Adhere to all recommendations of Traffic Impact Analysis approved by NCDOT. All NCDOT- required improvements must be complete not later than the completion of construction of 50 % + 1 of the total units in Tract 1, unless NCDOT directs otherwise. However, entrance improvements for Tract 1 shall be completed before a certificate of occupancy is issued for any structure in Tract 1. Entrance improvements for Tract 2 shall be completed before a certificate of occupancy is issued for any structure in Tract 2
8. Off-street parking: each unit shall have sufficient off street parking for at least two automobiles. An additional 204 off-street spaces (.5 space per townhome unit) shall be provided as follows: 131 spaces in the townhome area, and 73 spaces in the clubhouse area, with locations as shown on the site plan.

On-street Parking. Within the single family area, on-street parking shall be allowed on only one side of the street

No on-street storage of boats, campers, recreational vehicles, or trailered apparatus.

## INFRASTRUCTURE

9. Stormwater drainage facilities shall be built to NCDOT design standards for residential subdivisions; No standing water detention facilities allowed, only subsurface.
10. Fire hydrant locations shall be provided per Henderson County fire standards within development and be approved by the Fire Marshall and indicated on each development plan.
11. Subsurface utilities are required for all phases of the development.

## LANDSCAPING, OPEN SPACE and AMENITIES

12. Landscaping---including street trees, buffers, and natural areas--will be provided as required by the Henderson County LDC and noted on Master Plan
13. Greenway:

A permanent easement will be reserved along the French Broad River for use by the County as a greenway, in the approximate location shown on the master plan. The easement will be 50 feet in width where not restricted by topography or individual lot ownership, but in no case may the easement be less than 20 feet in width. Lots that adjoin the greenway may be smaller than standard in order to accommodate the greenway. This easement shall not be defeasible. Lots abutting the proposed future public greenway shall execute a disclosure statement.

Other greenways and trails shall be as shown on the master plan.

14. Open Space:

- a. The applicant will set aside approximately 121 acres of the Subject Property as open space. A minimum of 10% of the total area in the townhome section shall be open space.
- b. Open space areas (approximate size and location) shall be shown on the master plan. These areas shall be designated and (where applicable) dedicated for each phase of the project as plats are recorded. The open space does not have to be owned by the HOA, but can be held by an individual, organization or non-profit or the County, subject to restrictions to prevent development.
- c. Not later than the completion of construction of 50 % + 1 of the total units in Tract 1 of the project, a portion of the open space shall be conveyed to the County for use as athletic fields or for passive recreation, and associated facilities. The approximate location of this area is shown on the master plan. Access to this area shall be via the central spine road. The greenway area provided for in Section 14, above, shall also be conveyed to the County. The exact location & size of the areas to be conveyed to the County shall be approved by the County. The developer shall prepare and deliver to the County a properly prepared survey plat. The County will cover all closing costs. The Developer (land owner) shall provide a clear & unencumbered title to the property shown on the plat. A minimum 60 foot wide public easement shall be conveyed to the County across the main access road across Tract 1 in the subdivision, and across any open space area necessary to access the property to be transferred to the County. The combined area shall be at least 75 acres. Following conveyance of these areas, applicant shall have no further responsibility for these areas.

15. Resident amenities:

- a. Central amenity area measuring at least 2.5 acres, including: (1) Olympic size (25 meters by 50 meters) swimming pool, with smaller splash pool; (2) clubhouse of at least 5,000 square feet of covered area, with storage space, restrooms and meeting space with tables, chairs, and restroom facilities; (3) patio/deck area with tables and chairs; (4) playground with equipment; (5) pickleball courts. Other amenities include playgrounds dispersed through the site, and a trail system as shown on the master plan, with benches and viewing platforms.
- b. Amenity Areas shall be constructed and open to residents (transferred to HOA or third party organization) not later than the completion of construction of 50 % + 1 of the total units in Tract 1 of the project.

AIRPORT

16. Attached as Exhibit "A-1" is an example of the Avigation Easement, which shall be executed in substantially identical form by all the owner(s) of property making up the subject development prior to the sale of any lots in the development. Further, any owner (including the developer) of residential property who sells property within the Tap Root Development is required to disclose to buyers that: (1) the property is located in close proximity to the Asheville Regional Airport; (2) the property is subject to the Avigation Easement (together

with the recording information regarding the Avigation Easement in the Henderson County, North Carolina Registry.

#### STANDARD CONDITIONS

17. Street lighting: Lighting will be installed in accordance with the following:
  - Light Level - .5 fc average with 4-6 Avg/Min uniformity (or compliant with current IES/ANSI standards for residential street lighting - reference RP-8-18)
  - Pole Mounting Height - Max 25 ft (spacing dependent on design layout to meet recommended light level)
  - Pole Material - Aluminum or Concrete preferred
  - B-U-G Rating (Back-Up-Glare) - Not to exceed B2-U0-G2 (B1-U0-G1 preferred) Light Source - LED, 3500K or 4000K Color Temp (not to exceed 4000K)
18. Street Trees—Street trees shall be installed per Henderson County LDC requirements, using County-approved species.
19. Building Code - Builder/ Developer to adhere to Henderson County LDC whenever it exceeds the NC Building Code requirements.
20. There must be a minimum separation of 20 feet between buildings in the townhome area. All single family lots shall have a 10 foot side setback.
21. Submit to and receive approval of a water utilities plan from the City of Hendersonville and comply with City of Hendersonville regulations.
22. Submit to and receive approval of a sewer utilities plan from the Cane Creek Sewer District and provide proof of MSD wastewater treatment allocation.
23. Apply for and receive a swimming pool permit from the Henderson County Department of Public Health Division of Environmental Health prior to the pool construction.
24. Submit for prior approval all building plans for all structures to the County Inspections Department.
25. Apply for a floodplain, stormwater, and soil erosion control permit from the County for each phase of development.
26. Require cluster mailboxes per the standards and requirements of the USPS and identify on the development plan an area with appropriate vehicle access and parking.
27. Apply for and execute an encroachment agreement with NCDOT for utility work within the right of way of Butler Bridge Road and I-26.
28. Apply for and receive a NCDOT street access permit and comply with all required road improvements identified by the TIA and NCDOT.
29. Pay in full all fees for permits, as each fee is assessed or becomes due.

30. Per Chapter 42 of the Henderson County Code, the approval authority for each phase of the project is delegated to the Henderson County Planning Board.
31. The County shall retain the right to suspend construction and the issuance of building permits if the developer is found by the County to be in noncompliance with any one of the conditions imposed on the Tap Root Project by the Board of Commissioners.

**REQUIREMENT FOR HOME OWNERS ASSOCIATION and RESTRICTIVE COVENANTS**

Applicant is responsible for implementing the development plan and maintaining compliance with all of the conditions set out herein, all of the features of the approved master plan, and all applicable provisions of the Henderson County LDC to the extent not waived or modified herein.

Applicant has elected to carry out some of its responsibilities through a Home Owners Association (HOA), and the use of private restrictive covenants, as allowed by the Henderson County Code. The forms of the organizational documents and bylaws for the HOA, as well as the restrictive covenants, and other documents governing the operation of the HOA and the project (herein collectively "HOA documents") are attached hereto as Exhibits B, C and D, and have been reviewed by the County Attorney as to their legal sufficiency to satisfy this limited purpose. To this end, the County reserves the right to review any amendment or revision to the HOA documents prior to its effectiveness to ensure continued compliance with this conditional zoning ordinance, and other applicable County ordinances.

Failure to comply with any of the provisions of this conditional zoning ordinance or the Henderson County LDC, or other applicable provisions of the County ordinances, shall subject the applicant or its successors to penalties at law or in equity as provided for in the Henderson County LDC, other County ordinances, or North Carolina law, including repeal or amendment to this conditional zoning enactment.

IDENTIFIED as conditions stated in motion:

\_\_\_\_\_  
Movant

\_\_\_\_\_  
Date

**Exhibit A-1**

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

**AVIGATION EASEMENT**

This Avigation Easement made and entered into this the \_\_\_ day of \_\_\_\_\_ 2019, by and between \_\_\_\_\_ of Henderson County, North Carolina (collectively "Grantor"), and the Greater Asheville Regional Airport Authority, a body corporate and politic of the State of North Carolina ("Grantee"), and the County of Henderson, a body corporate and politic of the State of North Carolina ("County");

**WITNESSETH:**

**WHEREAS**, Grantor is the fee simple owner of approximately 297 acres located on Butler Bridge Road in Henderson County, North Carolina (PINs: 9652-03-1362, 9642-82-3681, 6242-84-4544), which real property is more commonly known as the Tap Root Dairy Farm, and which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Property");

**WHEREAS**, Grantee is the owner, operator and sole sponsor of the Asheville Regional Airport in Henderson County and in Buncombe County, North Carolina ("Airport");

**WHEREAS**, a conditional re-zoning application (#R-2018-10-C) was filed in Henderson County, NC seeking to have the Property rezoned from Regional Commercial to Residential One Conditional District;

**WHEREAS**, Grantee opposed the re-zoning application, as the primary flight path of the Airport is over the Property; and

**WHEREAS**, on account of Grantee's concerns, Grantor has agreed to provide an Avigation Easement to Grantee.

**NOW THEREFORE**, in consideration of the sum \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for themselves, their officers, directors, members, managers, employees, heirs, administrators, executors, successors and assigns, do hereby give, grant and convey to the Grantee and the Grantee's successors and assigns,

the following appurtenant rights and benefits, for the use and benefit of the Grantee, the Airport, aircraft operators, and the public:

1. A perpetual right and easement for the unobstructed use, passage and flight of all types of aircraft in and through the airspace over the Property at any height or altitude above the surface of the land.

2. A perpetual right and easement of said aircraft to cause noise, vibrations, fumes, fear, interference with sleep or communication, illumination, deposits of dust, and fuel particles (incidental to the normal operation of aircraft), and other disturbances or any other effects associated with or incident to the normal operation of aircraft taking off, landing or otherwise operating at or in the vicinity of the Airport, or on, over, or in the vicinity of the Property.

3. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereinafter manufactured and developed, to include, but not be limited to: jet, propeller-driven, civil, military, commercial and general aviation aircraft and helicopters, regardless of existing or future noise levels or times of operation, for the purpose of transporting persons or property through the air, by whoever owns or operates the aircraft.

4. The Grantor agrees to keep the easement area free of any of the following: structures (permanent or temporary) that might create glare or contain misleading lights, or any lights that are aimed up or into the flight path of aircraft, or that otherwise interfere with the safe flight of aircraft during the hours of darkness; fuel handling and storage facilities; smoke generating activities; radio interference with any Airport, FAA, or other aviation frequency or communication facilities or equipment; and the creation of any means of electrical interference that could effect the movement of aircraft in the easement area. (Nothing in this paragraph is intended to impact normal, reasonable residential use of the Property.)

5. The Grantor agrees to restrict the height of structures and other obstructions on the Property to heights as required by the aeronautical study undertaken (2019-ASO-2092-OE) and as required by the March 6, 2019 FAA Determination of No Hazard to Air Navigation related to the Property, and to prevent the use of the Property that would interfere with the arrival or departure of any aircraft at the Airport or with the air navigation and communication facilities and equipment serving the Airport. (Nothing in this paragraph is intended to impact normal, reasonable residential use of the Property.)

These perpetual rights and easement shall run with the Property by whomsoever owned and shall be subject to the following terms, conditions and limitations:

1. These perpetual rights and easement shall be for the use and benefit of Grantee, the Airport, the aircraft operators using the Airport, and the public, and shall be appurtenant to the Airport as it is now constituted and as it may exist in the future irrespective of any expansion of the Airport, the construction of any additional runways or other facilities thereon or any other change that may hereafter occur at the Airport or the facilities thereof.



2. Except as otherwise provided herein, these perpetual rights and easement shall be given full effect notwithstanding any increase in the number or frequency of aircraft using or flights landing or taking off from the Airport, any change in the patterns or altitudes of such aircraft or flights or the proximity thereof to the Property, or any change in the type or noise characteristics of such aircraft, and notwithstanding any other change in the Property's exposure to aircraft noise or other aircraft disturbance.

3. Except as otherwise provided herein, Grantee, the Grantee's members, board, officers, directors, employees, agents, successors and assigns, the Airport, and all aircraft operators using the Airport, and the County, its officials, agents and employees, are all hereby released and forever discharged from any claims by the Grantor or the Grantor's successors in title, now or in the future, whether now known or unknown, for compensation or for other relief by reason of any allege interference with the use and enjoyment of the Property or impact on the market value thereof, heretofore occurring or resulting now or in the future from operation of aircraft using the Airport or located at the Airport.

4. These perpetual rights and easement shall terminate upon abandonment of the Airport.

TO HAVE AND TO HOLD the perpetual rights and easement granted herein unto the Grantee and its successors and assigns forever. It being understood and agreed that all provisions herein shall run with the land and shall be binding upon the Grantor, their heirs, administrators, executors, officers, directors, members, managers, employees, successors and assigns forever.

Grantor does hereby covenant to the Grantee that Grantor is seized of the Property in fee and has the right to convey the perpetual rights and easement granted herein.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal as of the day, month and year above written

\_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[NOTARIZATION PAGE TO FOLLOW]

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Avigation Easement.

Witness my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

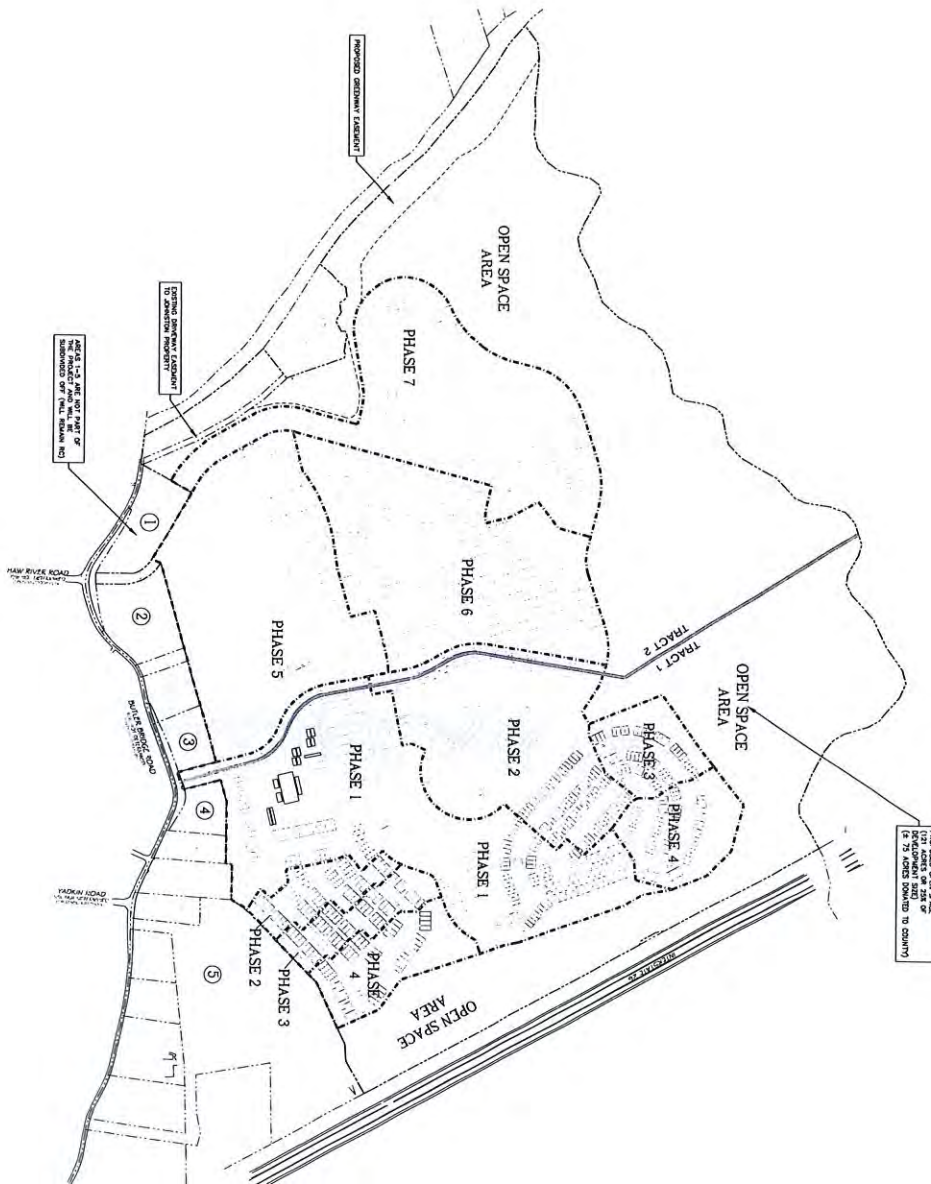
PRINT NAME: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

[PROPERTY DESCRIPTION INSERTED HERE]



EXISTING OPEN SPACE DEVELOPMENT AND 1/2 ACRE TRACT TO BE REMOVED

VICINITY MAP



DEVELOPMENT DATA

OWNER/PROJECT: D.B. HORTON  
 100 W. HAYNES RD. SUITE 400  
 ASHEVILLE, NC 28801  
 PHONE 828-252-2088  
 FAX 828-252-2089

CONTACT: CIVIL DESIGN CONCEPTS, P.A.  
 53 WALNUT STREET, SUITE 8  
 ASHEVILLE, NC 28801  
 PHONE 828-252-2088  
 FAX 828-252-2089

PROJECT DATA  
 PROJECT NO: 1025 2018-2019  
 SITE NO: 1025 2018-2019  
 DATE: 05/17/2019

PHASES:  
 PHASE 1: 100 UNITS  
 PHASE 2: 100 UNITS  
 PHASE 3: 100 UNITS  
 PHASE 4: 100 UNITS  
 PHASE 5: 100 UNITS  
 PHASE 6: 100 UNITS  
 PHASE 7: 100 UNITS

PROPOSED ROADS:  
 HIGH PINE ROAD  
 PINE RIDGE ROAD  
 WILLOW ROAD

WATER: PUBLIC  
 SEWER: PUBLIC

PHASES:  
 PHASE 1  
 PHASE 2  
 PHASE 3  
 PHASE 4  
 PHASE 5  
 PHASE 6  
 PHASE 7

TOTAL UNITS: 700

PROPOSED HEIGHTS:  
 2.5 UNITS/ACRE

APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

Know what's below.  
Call before you dig.

NORTH

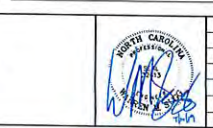
GRAPHIC SCALE  
 1" = 20' (0' to 80')

MASTER PHASE PLAN

MASTER PHASE PLAN FOR  
**TAP ROOT SUBDIVISION  
 MASTER PLAN**

D.B. HORTON - HENDERSON COUNTY, NORTH CAROLINA

NO	DATE	DESCRIPTION	BY
1	01/17/2019	MASTER PLAN/CONCEPT ZONING SUBMITTAL	MAD
2	03/14/2019	REVISED MASTER PLAN SUBMITTAL	MAD
3	06/14/2019	ICE CORP SITE VISIT	MAD
4	06/18/2019	SECOND COUNTY COMMISSIONER SET	MAD
5	07/03/2019	COUNTY COMMISSIONER'S MEETING	MAD
NO	DATE	DESCRIPTION	BY



Civil Design Concepts, P.A.

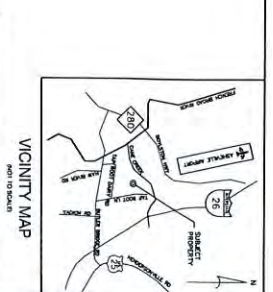
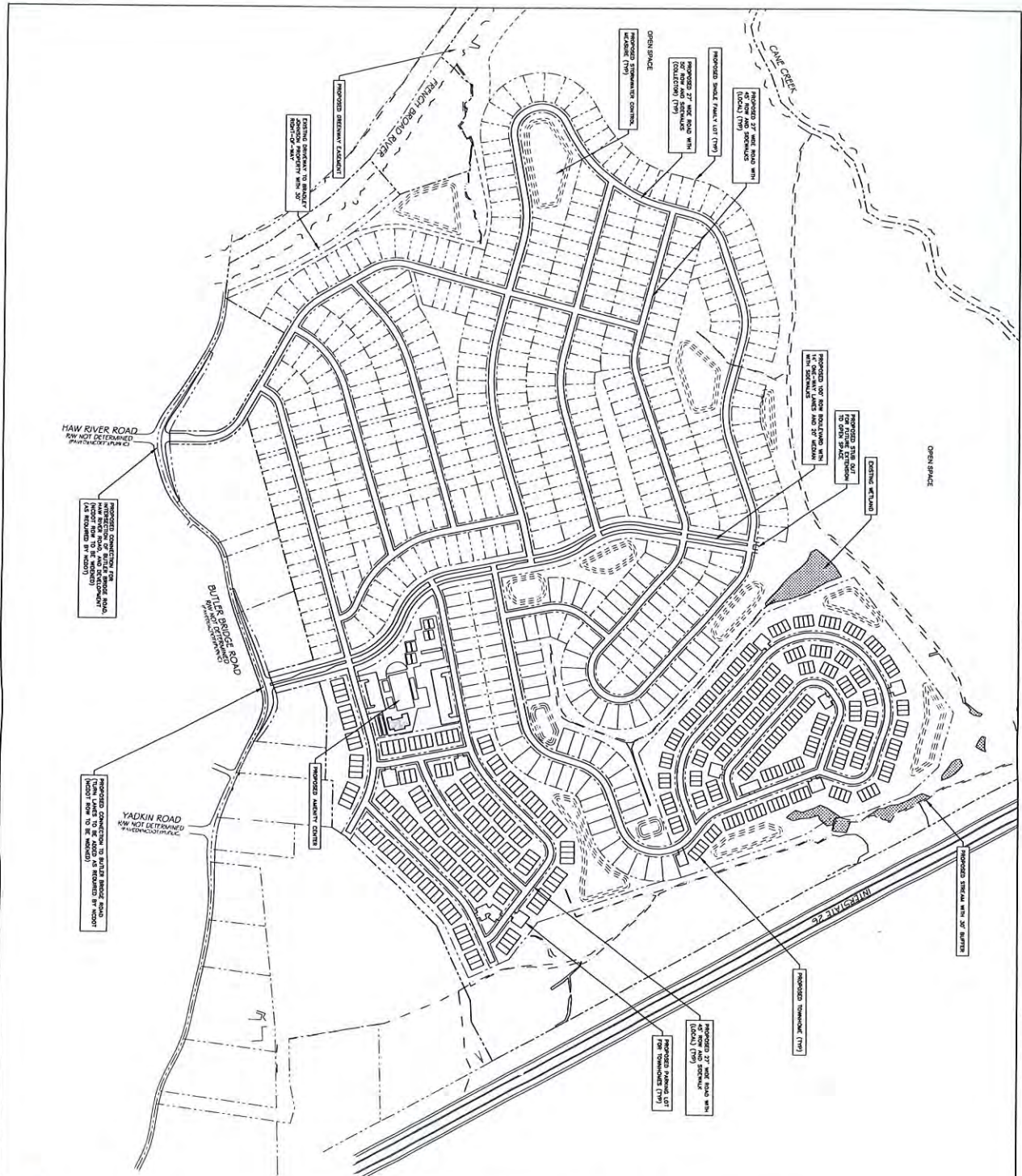
NCBLES LICENSE #: C-2184

www.cdconcept.com

168 PATTON AVENUE  
 ASHEVILLE, NC 28801  
 PHONE 828-252-2088  
 FAX 828-252-2089

53 WALNUT STREET - SUITE 8  
 WAYSVILLE, NC 28778  
 PHONE 828-456-4646  
 FAX 828-456-4646

C200  
 SHEET



**MASTER SITE PLAN**  
**GRAPHIC SCALE**  
 1" = 30' FT.  
 0 100 200 300 FT.  
**811**  
 Know what's below.  
 Call before you dig.  
**811**  
 NORTH

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OFFICIAL OF HENDERSON COUNTY BOARD OF COMMISSIONERS

**DEVELOPMENT DATA**  
 DATE: 02/17/2018  
 PROJECT: TAP ROOT SUBDIVISION  
 OWNER: HORTON  
 DESIGNER: CIVIL DESIGN CONCEPTS, P.A.  
 CONSULTANT: CIVIL DESIGN CONCEPTS, P.A.  
 CONTRACT: 158 PATTON AVENUE, SUITE 8 WAYNESVILLE, NC 28786  
 PROJECT PHONE: 812-253-5308  
 PROJECT FAX: 812-253-5305

**PRODUCT DATA**  
 PROJECT NO.: 158PATTON-2018-0217  
 PROJECT NAME: TAP ROOT SUBDIVISION  
 COUNTY: HENDERSON COUNTY, NC  
 ZONE: RESIDENTIAL, SUBSIDIARY  
 PHASE: PHASE 1  
 TOTAL LOTS: 113  
 TYPICAL LOT AREA: 1,500 S.F.  
 TYPICAL LOTS PER ACRE: 6.7

**APPROVED BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**OFFICIAL OF HENDERSON COUNTY BOARD OF COMMISSIONERS**

NO.	DATE	DESCRIPTION	BY
1	02/17/2018	MASTER PLAN/CONDITIONAL ZONING SUBMITTAL	WAO
2	03/14/2018	REVISED MASTER PLAN SUBMITTAL	WAO
3	06/14/2018	ICE CHAIR SET	WAO
4	08/16/2018	SECOND COUNTY COMMISSIONER SET	WAO
5	07/10/2018	COUNTY COMMISSIONER'S MEETING	WAO

**Civil Design Concepts, PA**

158 PATTON AVENUE  
WAYNESVILLE, NC 28786  
PHONE 812-253-5308  
FAX 812-253-5305

51 WALNUT STREET - SUITE 8  
WAYNESVILLE, NC 28786  
PHONE 812-488-4410  
FAX 812-488-6466

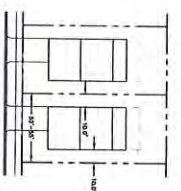
www.civildesignconcepts.com

NCBELS LICENSE #: C-218

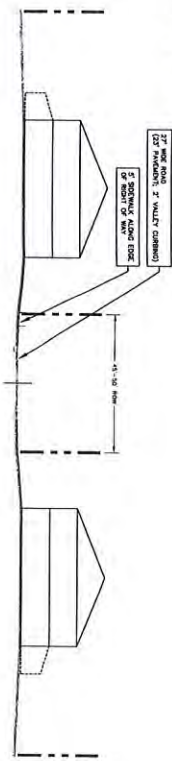
**REZONING APPLICATION CONDITIONS PER HENDERSON COUNTY**

- GENERAL CHARACTERISTICS**
1. THE DEVELOPER/OWNER HAS TO OBTAIN AND MAINTAIN A SUBMITTAL OF THE PROPOSED SITE PLAN AND THE HENDERSON COUNTY LAND DEVELOPMENT PERMITS TO THE COUNTY ENGINEER AND THE HENDERSON COUNTY LAND DEVELOPMENT DEPARTMENT FOR REVIEW AND APPROVAL. THE DEVELOPER/OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL AGENCIES AND AGENCIES INVOLVED IN THE DEVELOPMENT OF THE PROJECT. THE DEVELOPER/OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL AGENCIES AND AGENCIES INVOLVED IN THE DEVELOPMENT OF THE PROJECT.
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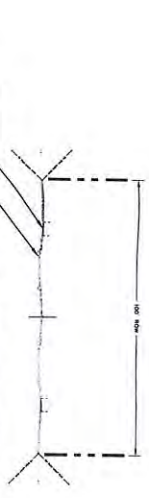
TYPICAL SINGLE FAMILY SITE LAYOUT



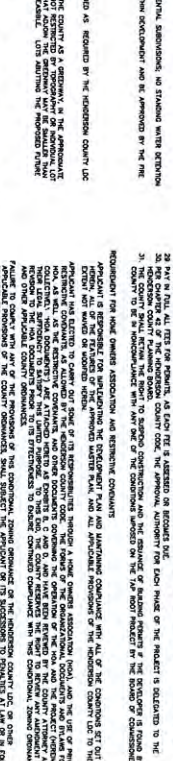
TYPICAL SINGLE FAMILY CROSS SECTION



BOLLEVAARD CROSS SECTION



TYPICAL SINGLE FAMILY CROSS SECTION



SITE CROSS SECTIONS PLAN



811  
Know what's below.  
Call before you dig.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
VICE CHAIR OF HENDERSON COUNTY BOARD OF ZONING ADJUSTMENTS

PROJECT DATA  
PROJECT NO: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT ADDRESS: \_\_\_\_\_  
PROJECT CITY: \_\_\_\_\_  
PROJECT STATE: \_\_\_\_\_  
PROJECT ZIP: \_\_\_\_\_

DEVELOPER DATA  
DEVELOPER NAME: \_\_\_\_\_  
DEVELOPER ADDRESS: \_\_\_\_\_  
DEVELOPER CITY: \_\_\_\_\_  
DEVELOPER STATE: \_\_\_\_\_  
DEVELOPER ZIP: \_\_\_\_\_

DESIGNER DATA  
DESIGNER NAME: \_\_\_\_\_  
DESIGNER ADDRESS: \_\_\_\_\_  
DESIGNER CITY: \_\_\_\_\_  
DESIGNER STATE: \_\_\_\_\_  
DESIGNER ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_

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DATE: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_

C202

SHEET

TAP ROOT SUBDIVISION  
DEVELOPMENT CONDITIONS

D.P. HORTON - HENDERSON COUNTY, NORTH CAROLINA

188 PATTON AVENUE  
ASHEBORO, NC 27812  
PHONE 800-828-5388  
FAX 800-828-5388

12 WALNUT STREET - SUITE 9  
WILMINGTON, NC 28401  
PHONE 800-442-4410  
FAX 800-442-4410

www.civildesignconcepts.com

NCBEL LUCENSE # C-2104



188 PATTON AVENUE  
ASHEBORO, NC 27812  
PHONE 800-828-5388  
FAX 800-828-5388

12 WALNUT STREET - SUITE 9  
WILMINGTON, NC 28401  
PHONE 800-442-4410  
FAX 800-442-4410

www.civildesignconcepts.com

NCBEL LUCENSE # C-2104

## DECLARATION OF PERPETUAL LAND USE RESTRICTIONS

For Property Owned by: *Henderson County*

The real property which is the subject of this Declaration of Perpetual Land Use Restrictions ("Declaration") is contaminated with hazardous substances, and is part of an INACTIVE HAZARDOUS SUBSTANCE OR WASTE DISPOSAL SITE ("the Site") as defined by North Carolina's Inactive Hazardous Sites Response Act of 1987, which consists of Section 130A-310 through Section 130A-310.19 of the North Carolina General Statutes ("N.C.G.S."). This Declaration is part of a Remedial Action Plan for the Site that has been approved by the Secretary of the North Carolina Department of Environmental Quality, Division of Waste Management, Superfund Section or its successor in function, or his/her delegate, as authorized by N.C.G.S. Section 130A-310.3(f). The North Carolina Department of Environmental Quality shall hereafter be referred to as "DEQ". Hereafter, the Division of Waste Management, Superfund Section shall be referred to as "Superfund Section".

*Henderson County*, is the owner in fee simple of the properties ("the Property"), which is located at *54 Moonstone Lane* and adjacent acres in the County of Henderson, City of Hendersonville, State of North Carolina, and is the real property legally described in Deed Book /Page *1542/540, 1542/540, 1381/308, 660/17, 218/159 (Plat C 008), and 1055/631* in the Office of the Register of Deeds for Henderson County. The Property is also shown on a Notice of Inactive Hazardous Substance or Waste Disposal Site, in the form of a survey plat ("Notice Plat"), which has been recorded prior to the recordation of this Declaration in Map Book \_\_\_\_\_ Page \_\_\_\_\_ in the Office of the Register of Deeds for Henderson County.

For the purpose of protecting public health and the environment, *Henderson County* hereby declares that all of the Property shall be held, sold and conveyed subject to the following perpetual land use restrictions, which shall run with the land; shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall, as provided in N.C.G.S. Section 130A-310.3(f), be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. These restrictions shall continue in perpetuity and cannot be amended or canceled unless and until the Henderson County Register of Deeds receives and records the written concurrence of the Secretary of DEQ or its successor in function, or his/her delegate. If any provision of this Declaration is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or

impaired.

### **PERPETUAL LAND USE RESTRICTIONS**

The following restrictions shall apply to the Waste Disposal Area:

1. The Waste Disposal Area shown on the Notice Plat shall be used for open space only. "Open space" for purposes of this restriction means an undeveloped area where the sole human use shall be non-dermal recreational activities such as hiking, running, hunting, fishing and bird watching. All other uses at the Property are prohibited, except as approved in writing by the Superfund Section or its successor function.
2. The Waste Disposal Area shown on the Notice Plat shall not be used for the following:
  - a) Horseback riding
  - b) Bicycle riding
  - c) Motorized vehicle or motorbike riding
  - d) Farming
  - e) Gardening
  - f) Grazing of livestock
  - g) Timber production
  - h) Kennel or private animal pens
  - i) Mining, extraction of coal, oil, gas or any other minerals or non-mineral substances
  - j) Storage of any bulk materials
3. No surface or subsurface native or fill earthen materials may be removed from the Waste Disposal Area shown on the Notice Plat without prior written approval by the Superfund Section or its successor in function.
4. No above- or below-ground construction or improvements (including, but not limited to, utilities, roads, sidewalks, landscaping, asphalt, concrete, other impervious materials, temporary and permanent structures) and no alteration or disturbance of the existing soil and contours, other than erosion control measures, are allowed in the Waste Disposal Area shown on the Notice Plat without prior written approval by the Superfund Section or its successor in function.
5. No new trees or shrubs may be planted in the Waste Disposal Area shown on the Notice Plat.
6. The Waste Disposal Area shown on the Notice Plat shall not be accessed by any mobile heavy equipment including, but not limited to, cranes, tractors, and excavators without prior written approval by the Superfund Section or its successor in function.
7. Surface water shall not be used on the Property for any purpose without prior written approval by the Superfund Section or its successor in function.



8. No activities that would cause the exposure, removal, or use of groundwater, including but not limited to, installation of water supply wells, fountains, ponds, lakes, swimming pools or other features that use groundwater, or construction or excavation activities that would encounter or expose groundwater may occur on the Property without prior approval of the Superfund Section or its successor in function.
9. The main building shown on the Notice Plat shall not be demolished without prior written approval by the Superfund Section or its successor in function.
10. The Property Owner shall conduct and comply with the following maintenance activities unless the Property Owner is a single-family residence, non-profit organization or school:
  - A. No woody vegetation shall be allowed to grow on the Waste Disposal Area shown on the Notice Plat.
  - B. All grassed areas shall be properly maintained to ensure that a healthy vegetative cover is always present. Mowing or brush hogging of the Waste Disposal Area shown on the Notice Plat should be conducted twice a year.
  - C. A soil cover of a thickness of 12 inches shall be maintained over the geotextile erosional marker covering the Waste Disposal Area shown on the Notice Plat. Erosion of the soil cover shall be repaired promptly upon discovery.
  - D. All bollards shall be inspected at least annually and maintained in the specific location depicted on the Notice Plat, in original or like condition and in a manner that demarcates the Waste Disposal Area.
  - E. Signs indicating the presence of contamination and restricting disturbance of soil shall be located at each corner and along the perimeter of fencing surrounding the Waste Disposal Area. The front of each sign shall face away from the Waste Disposal Area. Each sign shall be located at a maximum distance of 100 feet apart and in a manner such they are easily visible along the perimeter of the Waste Disposal Area at all times. The signs shall state the following using similar font with a minimum of one-half (0.5) inch font size:

<p style="text-align: center;"><b>NOTICE</b> <b>RESTRICTED ACCESS - CONTAMINATED AREA</b> Contact the Property Owner Regarding Land Use Restrictions Prior to Access or Disturbing Soil</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. If the property owner is a single-family residence, non-profit organization or school, the Property Owner shall conduct and comply with the following maintenance activities:
  - a) No woody vegetation shall be allowed to grow on the Waste Disposal Area shown

on the Notice Plat.

- b) All grassed areas shall be properly maintained to ensure that a healthy vegetative cover is always present. Mowing or brush hogging of the Waste Disposal Area shown on the Notice Plat should be conducted twice a year.
12. No person conducting environmental assessment or remediation at the Site or involved in determining compliance with applicable land use restrictions at the Property, at the direction of, or pursuant to a permit or order issued by the Superfund Section or its successor in function may be denied access to the Property for the purpose of conducting such activities.
  13. Each person who owns any portion of the Property shall cause the instrument of any sale, lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Declaration. The failure to include such provision shall not affect the validity or applicability of any land use restriction in this Declaration.
  14. Each person who owns any portion of the Property shall submit a letter report, containing the notarized signature of the owner, in January of each year on or before January 31<sup>st</sup>, to the Superfund Section or its successor in function, confirming the following:
    - a) This Declaration is still recorded in the Office of the *Henderson* County Register of Deeds.
    - b) Activities and conditions at the Property remain in compliance with the land use restrictions herein.
    - c) The Property has not been subdivided since the last letter report submitted to the Superfund Section.
    - d) The Waste Disposal Area has been inspected to verify the following:
      - i. Erosion of the cover system has not occurred; and
      - ii. Bollards or signs are in good condition and remain in original location.

### **REPRESENTATIONS AND WARRANTIES**

The owner of the Property hereby represents and warrants that the owner of the Property is the sole owner of the Property holding fee simple title to the Property free and clear; and

that this Declaration will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which the owner of the Property is a party or by which the owner of the Property may be bound or affected.

### **ENFORCEMENT**

Adherence to the above land use restrictions is necessary to protect public health and the

environment. The restrictions are an integral part of the remedy for the contamination at the Site and shall be enforceable without regard to lack of privity of estate or contract, lack of benefit to particular land, or lack of any property interest in particular land. These land use restrictions shall be enforced by any owner, operator, or other party responsible for any part of the Site. The above land use restrictions may also be enforced by the Superfund Section through the remedies provided in N.C.G.S. Chapter 130A, Article 1, Part 2 or by means of a civil action, and may also be enforced by any unit of local government having jurisdiction over any part of the Site. Any attempt to cancel this Declaration without the approval of the Superfund Section or its successor in function shall constitute noncompliance with the Remedial Action Plan approved by the Superfund Section for the Site and shall be subject to enforcement by the Superfund Section to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

#### **FUTURE SALES, LEASES, CONVEYANCES AND TRANSFERS**

When any portion of the Property is sold, leased, conveyed or transferred, pursuant to N.C.G.S. Section 130A-310.8(e) the deed or other instrument of transfer shall contain in the description section, in no smaller type than that used in the body of the deed or instrument, a statement that the real property being sold, leased, conveyed, or transferred has been used as a hazardous substance or waste disposal site and a reference by book and page to the recordation of the Notice of Inactive Hazardous Substance or Waste Disposal Site referenced in this Declaration.

**OWNER SIGNATURE**

IN WITNESS WHEREOF, I execute these presents on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signatory's name typed or printed: \_\_\_\_\_

Signature: \_\_\_\_\_

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

I, \_\_\_\_\_, a Notary Public, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day,  
produced proper identification in the form of \_\_\_\_\_, and signed this Declaration.

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

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

My Commission expires: \_\_\_\_\_

[SEAL]

**APPROVAL AND CERTIFICATION OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

The foregoing Declaration of Perpetual Land Use Restrictions is hereby approved and certified.

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

Jim Bateson, Chief  
Superfund Section  
Division of Waste Management  
North Carolina Department of Environmental  
Quality

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

I, \_\_\_\_\_, a Notary Public, do hereby certify that  
\_\_\_\_\_ personally appeared before me this day,  
produced proper identification in the form of \_\_\_\_\_, and signed this  
Declaration.

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

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

My Commission expires: \_\_\_\_\_

[SEAL]

**REGISTER OF DEEDS CERTIFICATION**

The foregoing Declaration of Perpetual Land Use Restrictions is certified to be duly recorded at the date and time, and the Book and Page, shown on the first page hereof.

Register of Deeds for Henderson County

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

\_\_\_\_\_  
Type or print name and title

## Property Owner Consent to Land-Use Restrictions

### Corporate Ownership

Henderson County, the owner of real property located at 54 Moonstone Line and adjacent acres, City of Hendersonville, Henderson County, North Carolina ("Property"), hereby states that it is agreeable to the imposition of Land-Use Restrictions ("Restrictions") on the Property partially or completely in lieu of remediation of hazardous substances to unrestricted-use levels. Said corporation understands that it may refuse to consent upon review of the specific Restrictions proposed for the Property.

<check the boxes that apply>

The corporation holds fee simple title to the Property free, clear and unencumbered;

[or]

There are non-financial encumbrances (utility easements, greenways, lease agreements, land-use restrictions, etc.) on the property. I have provided to the Superfund Section the names of all other persons that own an interest in or hold an encumbrance on the Property (Attachment A) and have notified such persons of my intention to record Restrictions on the Property;

and, [if applicable]

I understand that if other interest in, or encumbrances on, the Property conflict with the proposed Restrictions, the persons who own such interests or hold such encumbrances must agree to subordinate such interest or encumbrances to the Restrictions. The subordination agreement[s] is [are] included as Attachment B.

Grady Hawkins  
Signature of County's Representative

Grady Hawkins, Chairman  
Signatory's name and title typed or printed

Henderson County Board of Commissioners  
Title

# Moonstone Ln Site

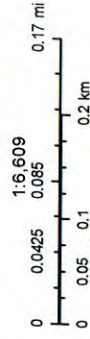


July 11, 2019

Streets and Highways	THOROUGHFARE
	COLLECTOR
	Local Roads
	Parcels

## THIS IS NOT A SURVEY.

All information or data provided, whether subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk. Henderson County makes no warranties or guarantees, including the warranties of merchantability or of fitness for a particular purpose. Map data is not appropriate for, and is not to be used as, a geodetic, legal, or engineering base system. The data is not intended as a substitute for surveyed locations such as can be determined by a registered Public Land Surveyor, and does not meet the minimum accuracy standards of a Land Information System/Geographic Information System Survey in North Carolina (21 NCAC 56.1608).



LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY



Department: Library

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
115611 512600	Salaries & Wages - Temp PT	\$8,752
115611 526020	Dept Supplies - Nonexpendable	\$19,916
115611 547500	Rental of Equipment	\$1,425
115611 526000	Dept Supplies & Materials	\$10,640

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

Account	Line-Item Description	Amount
114611 458003	LSTA Technology Grant	\$40,733

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

This amendment places LSTA grant appropriated funds in the appropriate line item budget so that funds may be expended according to grant guidelines. This amendment is for Federal Award ID # LS-00-19-0034-19 with state project code NC-19-39.

_____ Authorized by Department Head	_____ Date
	7/10/2019
_____ Authorized by Budget Office	_____ Date
_____ Authorized by County Manager	_____ Date

*For Budget Use Only*

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

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

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



**Resolution Approving the Settlement with the Tax Collector for the 2018-2019 Tax Year**

WHEREAS, N.C.G.S. 105-352 requires that settlement be made with the Tax Collector for the taxes charged to the Tax Collector in the previous tax year prior to delivery of the tax receipts to the Tax Collector for the current tax year, said settlement being conducted in accordance with N.C.G.S. 105-373; and

WHEREAS, N.C.G.S. 105-373 requires that settlement be made for both taxes charged to the Tax Collector in the previous tax year, and for all delinquent taxes charged to the Tax Collector, there being a specified format for current tax year settlements, but not delinquent taxes; and

WHEREAS, the Henderson County Board Commissioners has received a proposed settlement for the 2018-2019 tax year taxes, and all delinquent taxes charged to the Tax Collector for prior tax years;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Settlement for the 2018-2019 taxes charged to the Tax Collector is hereby approved. The Board finds:
  - a. All prepayments received by the Tax Collector were properly deposited;
  - b. The settlement is in proper form;
  - c. A diligent effort was made to collect from the person who were legally obligated to pay their taxes for the 2018-2019 fiscal year; and
  - d. Those persons identified in the report of insolvents submitted by the Tax Collector are found to be insolvents. The insolvents list shall be entered into the minutes and credited to the Tax Collector as part of this settlement.
2. The Settlement for the delinquent taxes charged to the tax collector for the previous fiscal years is hereby approved. The Board finds that the settlement for the delinquent taxes is in an appropriate form.

THIS the 10th day of July, 2019.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 

Grady Hawkins, Chairman

Attest:

(County Seal)



Teresa L. Wilson, Clerk to the Board

**Resolution Setting the Bond Amounts for the Tax Collector and Deputy Tax Collector**

WHEREAS, N.C.G.S. 105-352 requires that before the tax receipts are delivered to the Tax Collector for collection, the Board of Commissioners must approve a bond amount for the Tax Collector and Deputy Tax Collector; and

WHEREAS, the Board of Commissioners is desirous of complying with N.C.G.S. 105-352;

NOW THEREFORE IT BE RESOLVED AS FOLLOWS:

1. The Bond amount for the Tax Collector shall be set at \$1,000,000 through August of 2020.
2. The bond amount for the Deputy Tax Collector shall be set at \$250,000 to run through August of 2020.

THIS the 10th day of July, 2019.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 

Grady Hawkins, Chairman

Attest: (County Seal)



Teresa L. Wilson, Clerk to the Board

**Resolution Adopting the Order of Collection for the 2019-2020 Tax Year**

WHEREAS, N.C.G.S. 105-352 requires that before the tax receipts for the 2019-2020 Tax Year may be delivered to the Tax Collector for collection the following must occur: (1) the Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director's satisfaction that all prepayments received have been deposited; (2) the Tax Collector must make settlement with the Board of Commissioners for all taxes placed in his hands for collection for the 2018-2019 tax year; and (3) the Board of Commissioners must approve the bonds proposed for the Tax Collector (and the Deputy Tax Collector) for collection of all taxes charged for the 2019-2020 Tax Year and all delinquent taxes

WHEREAS, prepayments were received for 2019 taxes; and

WHEREAS, the Board of Commissioners has approved the settlement for the taxes charged to the Tax Collector for collection for the 2018-2019 tax year, including the delinquent taxes; and

WHEREAS, The Board of Commissioners has approved the bonds proposed for the Tax Collector and the Deputy Tax Collector;

NOW THEREFORE BE IT RESOLVED that the order of collection attached hereto is hereby adopted.

THIS the 10th day of July, 2019.

THE HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: 

Grady Hawkins, Chairman

Attest: (County Seal)



Teresa L. Wilson, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

ORDER OF COLLECTION

**TO THE TAX COLLECTOR OF HENDERSON COUNTY:**

You, Darlene Burgess, are hereby authorized, empowered, and commanded to collect the taxes, including current, insolvent and delinquent, set forth in the tax records filed in the Office of the Assessor for Henderson County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Henderson, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

WHEREAS, the County of Henderson includes the following unincorporated districts: Blue Ridge Fire District, Valley Hill Fire District, Edneyville Fire District, Etowah-Horseshoe Fire District, Fletcher Fire District, Green River Fire District, Mountain Home Fire District, Mills River Fire District, Dana Fire District, Gerton Fire District, Raven Rock Fire District, and Bat Cave Fire District. You are hereby ordered to collect on their behalf in accordance with paragraph one of this Order of Collection.

WHEREAS, an Interlocal Agreement for Tax Collection was made effective July 15<sup>th</sup>, 2015 between the County of Henderson and City of Saluda, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WHEREAS, an Interlocal Agreement for Tax Collection was made effective July 1<sup>st</sup>, 2019 between the County of Henderson and City of Hendersonville, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WHEREAS, the City of Hendersonville contains two special districts: Downtown-Main Street and Seventh Avenue, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WHEREAS, an Interlocal Agreement for Tax Collection was made effective July 1<sup>st</sup>, 2019 between the County of Henderson and Town of Laurel Park, you are hereby authorized and empowered to collect on their behalf in accordance with paragraph one of this Order of Collection and the adopted Interlocal Agreement.

WITNESS my hand and official seal, this 10th day of July, 2019.

**HENDERSON COUNTY BOARD OF COMMISSIONERS**

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

*Grady Hawkins*

Grady Hawkins, Chairman

ATTEST: (OFFICIAL SEAL)

*Teresa L. Wilson*

Teresa L. Wilson, Clerk to the Board

# HENDERSON COUNTY TAX COLLECTOR

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

PHONE: (828) 697-5595

FAX: (828) 697-4652

*Darlene Burgess  
Tax Administrator*

July 10, 2019

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

RE: Tax Collector's Settlement: FY2018-2019

Dear Henderson County Commissioners:

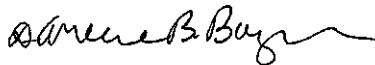
Attached please find the Preliminary Report for FY2018-2019 along with the Settlement for Current-Year Taxes and Delinquent Taxes. A list of all unpaid tax liens is available for your review in the Office of the Clerk to the Board.

I am happy to report that as of the close of FY2018-2019, the Henderson County Tax Collector's Office collected 99.01% of the annual tax bills and 99.73% processed through Tax & Tag Together, for an aggregate collection percentage of 99.07%.

I would like to take the opportunity to thank the staff for their hard work and dedication toward these accomplishments. The annual collection percentage, as reported, remains above the FY2017-2018 statewide average of 98.97% for annual tax bills.

Thank you for the opportunity to be of service to you.

Respectfully submitted,



Darlene Burgess  
Henderson County Tax Administrator

**PRELIMINARY REPORT FOR FISCAL YEAR 2018-2019**

TO: Henderson County Board of Commissioners  
FROM: Darlene Burgess, Tax Administrator  
DATE: 10 July 2019

In accordance with N.C.G.S. 105-373(a)(1), I respectfully submit the following Report:

Attached to this Report is (1) a list of the persons owning real property whose taxes for 2018 remain unpaid, along with the principal amount owed by each person; and (2) a list of the persons not owning real property whose personal property taxes for 2018 remain unpaid, along with the principal amount owed by each person.

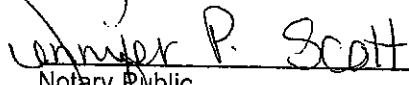
In compliance with N.C.G.S. 105-373(a)(3), attached hereto is a Report entitled "Settlement for Current Taxes for Fiscal Year 2018-2019" dated 30 June 2019 setting forth my full settlement for all taxes in my hands for collection for the fiscal year 2018-2019.

Further, I hereby certify that I have made diligent efforts to collect the taxes due from the persons listed in such a manner that is reasonably necessary.

Respectfully submitted,

  
\_\_\_\_\_  
Darlene Burgess, Tax Administrator

SWORN TO AND SUBSCRIBED BEFORE ME, this 1 day of July, 2019.

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

My Commission expires:

3.9.2024

JENNIFER P SCOTT  
Notary Public, North Carolina  
Henderson County  
My Commission Expires  
March 09, 2024

# HENDERSON COUNTY TAX COLLECTOR

200 North Grove Street, Suite 66

Hendersonville, NC 28792

Phone: 828/697-5595

Fax: 828/698-6153

[www.hendersoncountync.gov/tax](http://www.hendersoncountync.gov/tax)

Darlene Burgess  
Tax Administrator

July 10, 2019

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

**RE: FY 2018-2019 Progress Report regarding Delinquent Property Tax Collections**

Dear Henderson County Commissioners:

For the FY2018-2019, we collected \$1,025,291.48 in prior-year taxes, plus all applicable fees and interest. At the close of this fiscal year, we have collected 99.69% of our prior-year (2017) annual tax bills (real property and listed personal property), and 99.83% for all previous years (including 2017 and years beyond our ten-year reach for enforced remedies.)

The responsibilities of the Deputy Tax Collector and staff include the monitoring and administration of statutorily-provided remedies used to collect delinquent tax. We have generated a great amount of revenue this year through the use of these remedies and are pleased to provide the following details on our efforts. While each effort is not always successful, our staff tirelessly explores all remedies for collection of delinquent taxes.

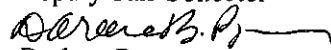
- Payment Arrangements: 261 new arrangements created, potential collection of \$495,789.98.
- Bank Attachments: 425 new actions created, potential collection of \$535,780.83.
- Wage Garnishments: 757 new actions created, potential collection of \$400,023.86.
- Rent Attachments: 6 new action created, potential collection of \$32,116.42.
- Pre-foreclosure: 625 new actions created, potential collection of \$588,958.21.
- Monies: 165 new actions created, potential collection of \$114,451.82.
- NC Debt Setoff: 2947 new actions created, \$1,160,452.43 total taxes submitted for possible setoff.

The progress relating to delinquent tax collections has truly been a team effort based on persistence, commitment, dedication and pride in carrying out our statutory charge. Thank you for the opportunity to be of service to you as the governing body, and to our fellow taxpayers and citizens.

Respectfully submitted,



Luke Small  
Deputy Tax Collector



Darlene Burgess  
Tax Administrator

# SETTLEMENT FOR CURRENT TAXES: FY 2018-2019

Report date 30 June 2019

## CHARGES TO THE TAX COLLECTOR:

Total amount of all taxes placed in the Tax Collector's hands for collection for the year:	Tax & Penalty	Interest	Charge	Credit	Difference
G01 General County	74,030,204.01	148,027.67	74,178,231.68	74,178,231.68	0.00
<u>Fire Districts:</u>					
F15 Bat Cave	112,739.12	634.78	113,373.90	113,373.90	0.00
F01 Blue Ridge	1,067,268.95	2,680.13	1,069,949.08	1,069,949.08	0.00
F09 Dana	623,361.26	1,663.62	625,024.88	625,024.88	0.00
F03 Edneyville	770,646.09	2,640.90	773,286.99	773,286.99	0.00
F04 Etowah-Horse Shoe	1,189,536.46	5,116.87	1,194,653.33	1,194,653.33	0.00
F05 Fletcher	985,261.52	1,906.36	987,167.88	987,167.88	0.00
F11 Gerton	133,200.14	267.73	133,467.87	133,467.87	0.00
F06 Green River	482,779.17	1,089.20	483,868.37	483,868.37	0.00
F08 Mills River	121,866.43	326.25	122,192.68	122,192.68	0.00
F07 Mountain Home	1,496,276.43	2,027.74	1,498,304.17	1,498,304.17	0.00
F12 Raven Rock	191,124.79	393.73	191,518.52	191,518.52	0.00
F02 Valley Hill	1,430,518.53	1,930.83	1,432,449.36	1,432,449.36	0.00
<b>Total Fire Districts</b>	<b>8,604,578.89</b>	<b>20,678.14</b>			
<u>Municipal Districts:</u>					
C01 (City of Hendersonville	0.00	0.00	0.00	0.00	0.00
C02 (Town of Laurel Park	0.00	0.00	0.00	0.00	0.00
C03 (City of Saluda	18,139.27	0.00	18,139.27	18,139.27	0.00
C04 (Town of Fletcher	0.00	0.00	0.00	0.00	0.00
C50 Village of Flat Rock 51	0.00	0.00	0.00	0.00	0.00
Village of Flat Rock 52	0.00	0.00	0.00	0.00	0.00
Village of Flat Rock 56	0.00	0.00	0.00	0.00	0.00
Town of Mills River	0.00	0.00	0.00	0.00	0.00
<b>Total Municipal Districts</b>	<b>18,139.27</b>	<b>0.00</b>			
<b>SUBTOTAL</b>	<b>\$82,652,922.17</b>	<b>\$168,705.81</b>			

**TOTAL CHARGE TO TAX COLLECTOR \$82,821,627.98**



**CREDITS TO THE TAX COLLECTOR:**

	Deposits	Adjustments	Releases	Interest	Outstanding Tax / Liens against Real & Personal Property	Outstanding Tax / Liens against Registered Motor Vehicles
<b>All sums deposited by the Tax Collector to the credit of the Taxing Unit:</b>						
G01 General County	72,701,376.12	533,449.31	39,774.55	148,027.67	755,604.03	0.00
<b>Total General County</b>						
<b>Fire Districts:</b>						
F15 Bat Cave	107,892.88	2,928.00	16.16	634.78	1,902.08	1,902.08
F01 Blue Ridge	1,048,355.16	4,335.88	188.94	2,680.13	14,388.97	14,388.97
F09 Dana	610,131.37	2,489.78	659.12	1,663.62	10,080.99	10,080.99
F03 Edneyville	742,610.92	9,459.94	3,100.46	2,640.90	15,474.77	15,474.77
F04 Etowah-Horse Shoe	1,175,782.61	2,749.50	818.40	5,116.87	10,165.95	10,165.95
F05 Fletcher	971,464.96	1,412.60	2,230.07	1,906.36	10,153.89	10,153.89
F11 Gerton	132,304.35	196.26	18.96	267.73	680.57	680.57
F06 Green River	477,477.21	891.63	131.68	1,089.20	4,278.65	4,278.65
F08 Mills River	119,872.80	443.18	22.19	326.25	1,528.26	1,528.26
F07 Mountain Home	1,479,300.59	5,896.46	149.06	2,027.74	10,930.32	10,930.32
F12 Raven Rock	188,758.65	13.37	21.11	393.73	2,331.66	2,331.66
F02 Valley Hill	1,411,176.91	1,203.16	123.93	1,930.83	18,014.53	18,014.53
<b>Total Fire Districts</b>	<b>8,465,128.41</b>	<b>32,019.76</b>	<b>7,480.08</b>	<b>20,678.14</b>	<b>99,950.64</b>	<b>99,950.64</b>
<b>Municipal Districts:</b>						
C01 City of Hendersonville	0.00	0.00	0.00	0.00	0.00	0.00
C02 Town of Laurel Park	0.00	0.00	0.00	0.00	0.00	0.00
C03 City of Saluda	18,139.26	0.00	0.01	0.00	0.00	0.00
C04 Town of Fletcher	0.00	0.00	0.00	0.00	0.00	0.00
C50 Village of Flat Rock 51	0.00	0.00	0.00	0.00	0.00	0.00
Village of Flat Rock 52	0.00	0.00	0.00	0.00	0.00	0.00
Village of Flat Rock 56	0.00	0.00	0.00	0.00	0.00	0.00
Town of Mills River	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Municipal Districts</b>	<b>18,139.26</b>	<b>0.00</b>	<b>0.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$81,194,643.79</b>	<b>\$565,469.07</b>	<b>\$47,254.64</b>	<b>\$168,705.81</b>	<b>\$855,554.67</b>	<b>\$0.00</b>

**TOTAL CREDITS TO TAX COLLECTOR: \$82,821,627.98**

SWORN TO AND SUBSCRIBED BEFORE ME this 1 day of July, 2019.

My Commission expires: 3.9.2024

Respectfully Submitted,

*Darlene Burgess*

Darlene Burgess, Tax Administrator

*Jennifer P. Scott*  
Notary Public

**JENNIFER P. SCOTT**  
Notary Public, North Carolina  
Henderson County  
My Commission Expires  
March 09, 2024

# FY2018-2019 Delinquent Property Tax Collections

## DELINQUENT PROPERTY TAX COLLECTED FOR GENERAL COUNTY:

TAX YEAR	TOTAL COUNTY LEVY CREDIT (Tax + Late List Penalties + Rebates and Releases)		ACCRUED INTEREST COLLECTED + COSTS COLLECTED		TOTAL COUNTY CASH COLLECTED (Includes Tax, Penalties, Interest & Costs)		YEAR END COUNTY LEVY DUE	
	Regular	RMV	Regular	RMV	Regular	RMV	Regular	RMV
2017	460,126.35	0.00	77,139.35	0.00	501,252.21	0.00	219,460.67	0.00
2016	137,904.90	0.00	35,604.68	5.31	143,595.29	0.00	106,466.49	0.00
2015	38,828.13	17.00	11,208.35	0.00	46,663.67	22.31	73,413.60	6.95
2014	19,428.80	0.00	7,276.03	2,129.71	24,923.54	0.00	61,912.21	664.15
2013	13,952.90	2,393.78	5,915.88	4,116.18	19,182.58	4,456.37	66,044.82	34,015.07
2012	10,330.83	3,874.94	5,274.19	4,196.22	15,217.78	7,897.61	61,087.90	59,307.69
2011	5,812.52	2,630.66	4,918.38	2,454.56	10,241.21	6,825.08	72,831.41	37,150.36
2010	6,218.49	1,311.15	4,860.60	2,759.47	10,876.83	3,765.71	75,133.51	34,283.47
2009	5,602.99	1,384.50	4,578.87	2,170.20	9,968.92	4,143.97	76,310.71	36,757.20
2008	4,264.95	1,376.64	4,194.32	8,246.33	8,246.33	3,546.67	110,333.25	46,585.16
2007/Prior	1,863.05	3,269.83	2,572.34	4,623.25	4,084.10	7,892.57	938,042.74	1,008,175.64
<b>TOTAL:</b>	<b>704,133.92</b>	<b>16,286.52</b>	<b>163,542.99</b>	<b>22,463.90</b>	<b>794,252.46</b>	<b>38,950.29</b>	<b>1,863,049.31</b>	<b>1,256,945.69</b>

## DELINQUENT PROPERTY TAX COLLECTED FOR MUNICIPALITIES:

MUNICIPALITY	TOTAL CITY LEVY CREDIT (Tax + Late List Penalties - Rebates and Releases)		ACCRUED INTEREST COLLECTED + COSTS COLLECTED		TOTAL CITY CASH COLLECTED (Includes Tax, Penalties, Interest & Costs)		YEAR END CITY LEVY DUE	
	Regular	RMV	Regular	RMV	Regular	RMV	Regular	RMV
Hendersonville		1,142.51		927.11		2,069.62		173,876.25
Laurel Park	0.00	239.71	0.00	169.92	0.00	409.63	0.00	9,025.10
Saluda		630.15	0.00	614.44	0.00	1,202.50	0.00	115.00
Fletcher		3.65		2.13		5.78		29,160.15
Flat Rock 51		2.67		1.43		4.10		862.44
Flat Rock 52		0.00		0.00		0.00		293.23
Flat Rock 56		148.13		114.00		261.99		27.40
Millis River		2,166.82		1,829.03		3,953.62		4,337.77
<b>TOTAL:</b>								<b>217,697.34</b>

DELINQUENT PROPERTY TAX COLLECTED FOR FIRE DISTRICTS:			
FIRE DISTRICT	TOTAL SPECIAL DISTRICT LEVY CREDIT (Tax + Late List Penalties - Rebates and Releases)		YEAR END SPECIAL DISTRICT LEVY DUE RMV
	Regular	RMV	
Bat Cave	3,751.35	1.36	828.87
Blue Ridge	16,852.45	355.26	33,782.45
Dana	9,994.10	174.67	17,318.69
Edneyville	13,419.89	374.81	18,516.30
Etowah/HS	12,702.96	166.67	13,170.46
Fletcher	9,963.00	279.24	14,792.55
Gerton	419.98	21.44	939.57
Green River	4,869.15	51.34	5,402.03
Millis River	2,344.35	80.38	6,448.47
Min Home	14,310.66	474.26	24,812.22
Raven Rock	1,743.55	14.52	1,269.89
Valley Hill	11,500.19	248.06	15,754.85
Valley Hill #2	42.82	0.96	1,588.24
<b>TOTAL:</b>	<b>101,914.44</b>	<b>2,242.97</b>	<b>154,624.59</b>

TOTAL DELINQUENT PROPERTY TAX COLLECTED:			
FIRE DISTRICT	ACCRUED INTEREST COLLECTED + COSTS COLLECTED		YEAR END LEVY DUE RMV
	Regular	RMV	
Bat Cave	663.74	0.96	2,455.34
Blue Ridge	2,489.41	341.29	42,416.66
Dana	1,265.20	143.86	21,065.97
Edneyville	1,700.05	312.11	37,388.00
Etowah/HS	2,273.02	119.88	28,079.60
Fletcher	1,660.11	202.67	23,369.11
Gerton	40.98	13.98	433.28
Green River	734.29	37.68	9,267.61
Millis River	334.10	83.55	8,984.16
Min Home	1,498.37	379.15	21,376.28
Raven Rock	297.41	8.74	1,899.69
Valley Hill	1,327.98	173.86	20,198.58
Valley Hill #2	28.55	0.69	654.17
<b>TOTAL:</b>	<b>14,313.21</b>	<b>1,818.42</b>	<b>217,588.45</b>

TOTAL DELINQUENT PROPERTY TAX COLLECTED:			
FIRE DISTRICT	TOTAL CASH COLLECTED		YEAR END LEVY DUE RMV
	Regular	RMV	
Bat Cave	4,149.89	2.32	2,455.34
Blue Ridge	18,166.42	896.55	42,416.66
Dana	11,067.07	318.40	21,065.97
Edneyville	5,104.62	686.73	37,388.00
Etowah/HS	14,591.87	286.55	28,079.60
Fletcher	11,519.46	481.87	23,369.11
Gerton	460.96	35.42	433.28
Green River	5,321.11	88.02	9,267.61
Millis River	2,678.95	163.93	8,984.16
Min Home	15,291.78	853.30	21,376.28
Raven Rock	1,933.86	23.26	1,899.69
Valley Hill	12,797.54	407.51	20,198.58
Valley Hill #2	71.37	1.65	654.17
<b>TOTAL:</b>	<b>103,254.30</b>	<b>4,046.51</b>	<b>217,588.45</b>

TOTAL DELINQUENT PROPERTY TAX COLLECTED:			
FIRE DISTRICT	TOTAL CASH COLLECTED		YEAR END LEVY DUE RMV
	Regular	RMV	
Bat Cave	4,149.89	2.32	2,455.34
Blue Ridge	18,166.42	896.55	42,416.66
Dana	11,067.07	318.40	21,065.97
Edneyville	5,104.62	686.73	37,388.00
Etowah/HS	14,591.87	286.55	28,079.60
Fletcher	11,519.46	481.87	23,369.11
Gerton	460.96	35.42	433.28
Green River	5,321.11	88.02	9,267.61
Millis River	2,678.95	163.93	8,984.16
Min Home	15,291.78	853.30	21,376.28
Raven Rock	1,933.86	23.26	1,899.69
Valley Hill	12,797.54	407.51	20,198.58
Valley Hill #2	71.37	1.65	654.17
<b>TOTAL:</b>	<b>103,254.30</b>	<b>4,046.51</b>	<b>217,588.45</b>

Notes:  
 (1) Differences in the sum of Levy Credit + Accrued Interest and Total Cash Collected is attributable to Rebates (aka Releases) and Refunds  
 (2) The Year End Levy Due columns include amounts due for years prior to 2008 which are legally unenforceable.

Respectfully Submitted,  
*Darlene Burgess*  
 Darlene Burgess, Tax Administrator  
 SWORN TO AND SUBSCRIBED BEFORE ME this 1 day of July, 2019.  
*Jennifer P. Scott*  
 Notary Public

My Commission expires: 3-9-2024

JENNIFER P SCOTT  
 Notary Public, North Carolina  
 Henderson County  
 My Commission Expires  
 March 09, 2024



## Designation of Voting Delegate to NCACC Annual Conference

I, Charlie Messer, hereby certify that I am the duly designated voting delegate for Henderson County at the 112<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Guilford County, N.C., on August 22-24, 2019.

Signed: Charlie Messer  
Title: Commissioner

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 16, 2019:**

NCACC  
323 W. Jones Street, Suite 500  
Raleigh, NC 27603  
Fax: (919) 733-1065  
Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)  
Phone: (919) 715-2685