

**MINUTES**

**STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS  
MONDAY, NOVEMBER 4, 2019**

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

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

Absent was: County Manager Steve Wyatt.

Also present were: Finance Director Samantha Reynolds, Director of Business and Community Development John Mitchell, Engineer Marcus Jones, AgHC Director Mark Williams, Budget Manager Megan Powell, Program Administrator Social Work Kevin Marino, Cooperative Extension Director Terry Kelley, Tax Administrator Darlene Burgess, Recreation Director Carleen Dixon, Budget Analyst Sonya Flynn, DSS Director Jerrie McFalls, PIO Kathy Finotti – videotaping, Lieutenant Mike Marsteller as security.

**CALL TO ORDER/WELCOME**

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

**INVOCATION**

The invocation was provided by Commissioner McCall.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the American Flag was led by the Lab Rats 4-H Club.

**PUBLIC HEARING**

**2019.82 Public Hearing to Consider Annexation of Properties into Cane Creek Water and Sewer District**  
*Chairman Hawkins made the motion to go into public hearing. All voted in favor and the motion carried.*

A public hearing has been scheduled on 4 November 2019 in the above matter. Notice of hearing was published in the *Hendersonville Lightning* on October 23, 2019, and was mailed to the property owners who would be affected on October 2, 2019.

This proposal would add to the Cane Creek District the properties listed in this Request. These properties adjoin the existing system boundary, and are already provided sanitary sewer service by it. Their inclusion in the District would allow their direct service by Metropolitan Sewerage District of Buncombe County upon its merger with the Cane Creek Water and Sewer District.

At the conclusion of the public hearing, the Board may choose to take action, delay action to a subsequent meeting, or take no action. If the Board chooses to so annex the properties, a resolution, pursuant to N.C. Gen. Stat. §162A-87.1, was provided.

**Public Input**

There was none.

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

Chairman Hawkins noted this proposed annexation of a few parcels into the Cane Creek Water & Sewer District (CCWSD) is a part of the process bringing about the merger between CCWSD and the Metropolitan Sewer District (MSD) of Buncombe County, which the County hopes will become a reality in July of 2020. This merger process was begun several months ago by the Board of Commissioners, so that those in

Approved:

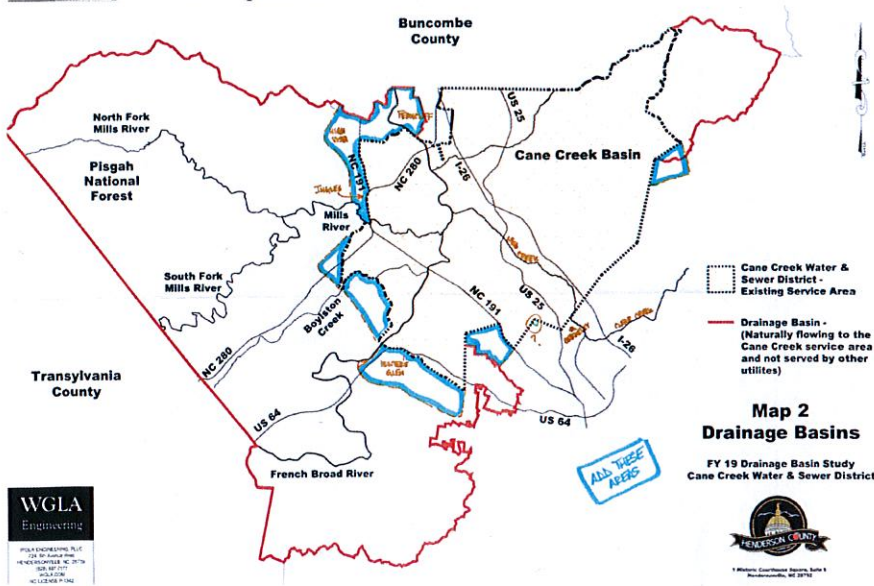
CCWSD would have lower sanitary sewer rates.

Russ Burrell stated this is a statutory procedure for annexations into county sewer districts. The map of the proposed annexations has been available for more than 30 days. This is in effect a clean-up of lines. All the properties proposed to be added are already served by sanitary sewer service by CCWSD, and adding them to the actual district will insure continued service when CCWSD is merged into MSD.

Burrell also laid out the future process for completing the merger, presuming all things continue as planned.

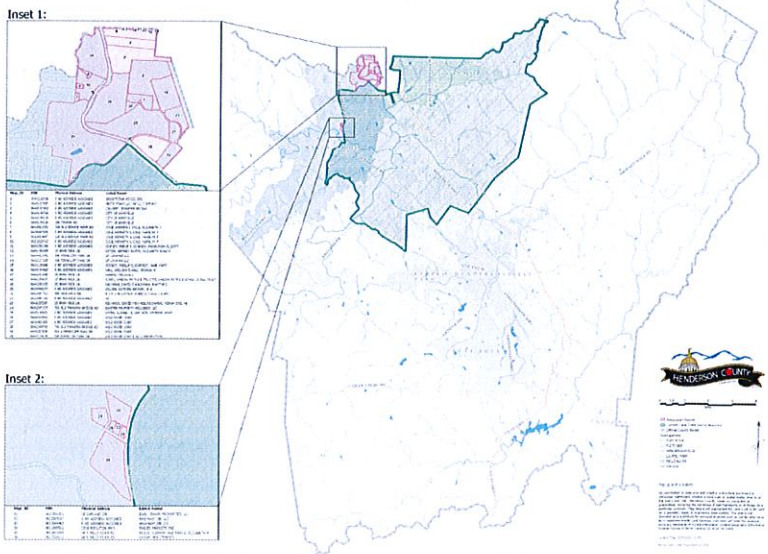
*Commissioner Lapsley made the motion that the Board hereby find as a fact that the area to be included within the CCWSD boundaries meets the requirements as noted in the Resolution. All voted in favor and the motion carried.*

Map for potential expansion



Map for potential expansion with parcel owners

Cane Creek Water and Sewer District Expansion - September 2019



**INFORMAL PUBLIC COMMENT**

1. Dennis Justice supports the Youth Homeless Awareness Month Proclamation. Concrete domes, which he spoke of several years ago, could be used for homeless. He feels the Board needs to look at available land now for future school needs, and better internet is needed in the County.

**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):  
October 16, 2019 - Regularly Scheduled Meeting

Motion:

*I move the Board approves the minutes of October 16, 2019.*

**Tax Collector’s Report**

Deputy Tax Collector Luke Small had presented the Tax Collector’s Report to the commissioners dated October 24, 2019 for information only. No action was necessary.

**2019.83 Pending Refunds and Releases**

The 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.

**Type:**

**Amount:**

Total Taxes Released from the Charge	\$ 8,073.64
Total Refunds as a Result of the Above Releases	\$ 1,056.98

Motion:

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

**County Financial Report/Cash Balance Report – September 2019**

The September 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 September:

- Non-profit contributions – payment of 2<sup>nd</sup> quarter Board approved non-profit contributions to agencies
- Emergency Management – disbursement of FEMA grant reimbursements to participating agencies
- Rescue Squad – payment of 2<sup>nd</sup> quarter Board approved contribution payment
- Heritage Museum – payment of 3<sup>rd</sup> of 12 monthly appropriations
- Mental Health – payment of 2<sup>nd</sup> quarter Board approved maintenance of effort (MOE)
- Public Education – payment of 3<sup>rd</sup> of 10 annual appropriation made to the public school system
- Non-Departmental – collection of YTD occupancy taxes transmitted to the Tourism Development Authority

The project to date 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 a future financing.

Motion:

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

### **Henderson County Public Schools Financial Reports – September 2019**

The Henderson County Public Schools September 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 approve the Henderson County Public Schools September 2019 Financial Reports as presented.*

### **Approval of lease to Hola Community Arts**

Pursuant to N.C. Gen. Stat. §160A-272(a1), the Board was required to give notice of its intent to lease property to Hola Community Arts. (No public hearing is required, but notice is required prior to entering the lease.) Notice was published in the Hendersonville Lightning on October 2, 2019, and this matter appeared on the Board's agenda on October 7, 2019.

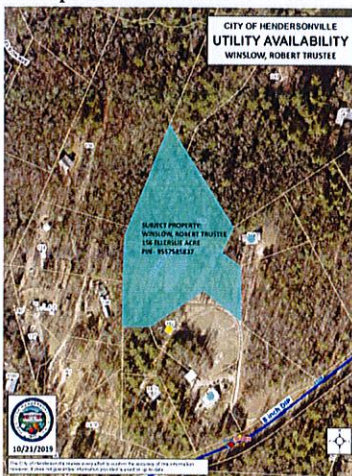
This matter is now on for final approval of the lease.

Motion:

*I move that the Board approves the proposed lease.*

### **Waterline Extension Request – Winslow Ellerslie Acre**

The City of Hendersonville has requested that the County comment on a proposed water line extension to a single-family home and guest house located at 156 and 158 Ellerslie Acre for RWW Investment Trust. The extension request may include a structure located at 182 Ellerslie Acre. The project is located off Willow Road. The proposed water line is approximately 350-400 linear feet. The project's location within the Urban Services Area and the Residential Two (R2) zoning district is consistent with the Henderson County 2020 Comprehensive Plan.



Motion:

*I move that the Board approved the waterline extension request for Winslow Ellerslie Acre and direct staff to convey the County's comments to the City of Hendersonville.*

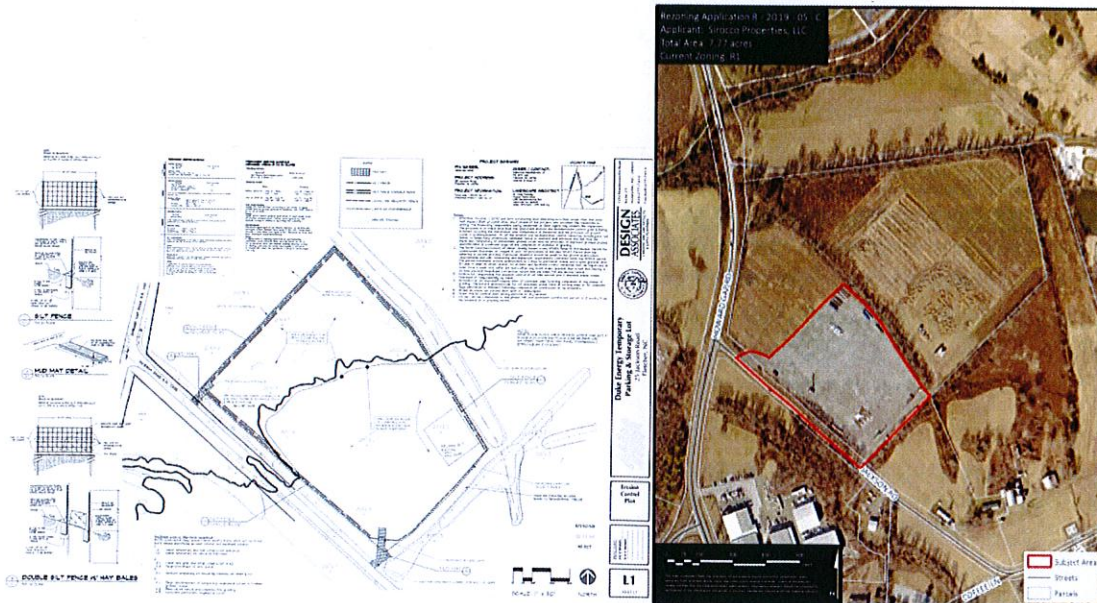
### Set Public Hearing for Conditional Rezoning Application #R-2019-05-C Sirocco properties, LLC

Rezoning Application #R-2019-05-C, revised on October 1, requests that the County conditionally rezone approximately 7.77 acres of land from Residential One (R1) to Regional Commercial Conditional District (RC-CD). The acreage consists of a portion of the parcel (PIN: 9652-86-3577) located at the intersection of Howard Gap Road and Jackson Road in the Fletcher area. The property owner is Sirocco Properties, LLC.

The applicant is proposing an outdoor storage use with a new 10,000 square foot covered storage area on the existing infrastructure left intact after a temporary use permit for the Duke Energy laydown yard. The attached site plan shows that the area being considered for rezoning is only the gravel area enclosed by a security fence.

The Planning Board reviewed this application on October 24, 2019 and voted 7 – 0 to send forth a favorable recommendation for approval with the following conditions:

- 10' maximum low eave height on covered storage area
- B1 buffer along Jackson Rd.



#### Motion:

*I move that the Board schedules a public hearing for conditional rezoning application #R-2019-05-C, Sirocco Properties, LLC for Monday December 2, 2019, at 5:30 PM.*

### Set Public Hearing for Rezoning Application #R-2019-06, King, Community Commercial (CC) to Residential One (R1)

Rezoning Application #R-2019-06, initiated on September 16, 2019, requests that the County rezone approximately 1.37 acres of land from Community Commercial zoning district to Residential One zoning district. The acreage is the back portion of two parcels (PIN: 9588-80-0510 & 9588-709513) located at 947 Upward Rd near the intersection of Upward Rd (SR 1783) and S. Orchard Rd (SR 1792).

During Planning Board review, the board recommended Planning Staff approach the adjacent property owner of a narrow strip of property (PIN 9588-70-9513) used for access to join the adjacent portion of the property with the rezoning application. Staff will send a letter with rezoning application to adjacent owner to officially join the request.



The Planning Board reviewed this request at its October 24<sup>th</sup> meeting and voted 6 – 0 (Mr. Jim Miller had to rescue himself from the discussion) to send forth a favorable recommendation for approval.

Motion:

*I move that the Board schedule a public hearing for rezoning application #R-2019-06 for Monday, December 2, 2019, at 5:30 PM.*

**Set Public Hearing for Land Development Code (LDC) Text Amendments (TX-2019-01)**

With the adoption of the Land Development Code (LDC) on September 19, 2007, the Board of Commissioners directed staff to prepare annual updates to the LDC to prevent it from becoming outdated. This annual review is intended to prevent the need for a large overhaul of the entire code in the future. Trends and new issues are regularly emerging that require periodic updates to LDC text.

The proposed subdivision text amendments include: aggregation, lot designs, conservation subdivisions, clarifications for all subdivision types, property addressing, and private road standard reductions. The second round of proposed review processes and procedures text amendments address requirements when submitting for subdivision approval and plat recording element for active development plans.

The Henderson County Planning Board has been discussing the draft text amendments for several meetings and on October 24, 2019 voted to send forward a favorable recommendation on the attached draft LDC text amendments (TX-2019-01).

**2019 Annual LDC Text Amendments**

**Subdivision Regulations Approved by Planning Board at the October 24, 2019 Meeting**

**Recommended changes are highlighted in red.**

**Text Amendment A: Aggregation**

**§42-79. Aggregation**

Two or more developments shall be aggregated and treated as a single development under the Land Development Code when they are determined to be part of a unified plan of development and are physically proximate to one another. Each of the criteria listed below is indicative of a unified plan of development. Whenever one or more are found to exist, the Planning Board may determine that two or more projects are part of a unified plan of development:

- A. There is a reasonable closeness in time between the completion of some or all of one development and the submission of an application for authorization of other development which is indicative of a common developmental effort;
- B. A master plan or series of plans or drawings exists covering the development sought to be aggregated;
- C. There is a voluntary sharing of infrastructure that is indicative of a common development effort or is designated specifically to accommodate the developments sought to be aggregated;
- D. There is a common advertising scheme or promotional plan in effect for the developments sought to be aggregated.

**2019 Annual LDC Text Amendments**  
**Subdivision Regulations Approved by Planning Board at the October 24, 2019 Meeting**  
**Recommended changes are highlighted in red.**

**Text Amendment B: Lot Design**

**§42-83. Lot Designs**

New subdivision *lots* shall:

- A. Abut on an approved *road* or driveway easement (See §42-104, Residential Private Road Standards by Road Classification);
- B. Be no narrower than 30 feet in width where abutting the *right-of-way* or for purposes of the driveway easement;
- C. Be calculated excluding **new or existing road right-of-way** to determine size;
- D. Be of a size, width, depth, shape and orientation reasonable for the type of development;
- E. Where possible, have side *lot* lines at right angles or radial to the *roads* faced; and
- ~~F. Not be designed as *flag lots*, except where approval may be obtained from the reviewing agency for unusual circumstances (including severe topographic conditions, the presence of *unique natural areas*, preservation of working agricultural lands, or other limiting site conditions).~~
- G. Provide the approved E911 identification.

**Text Amendment C: Conservation Subdivisions**

**§42-88. Conservation Subdivision Standards**

Conservation subdivision standards shall apply to all subdivisions proposing 35 lots or more.

- A. *Open space* shall:
  - (1). Comprise a minimum of 25 percent of the project area. **Subdivision proposing 100 or more lots may not use the floodway area to determine the overall density calculation but may count the floodway area for open space requirements. Floodplain areas are allowed to be calculated for both density and open space requirements.**

**Text Amendment D: Clarifications to Subdivision Types**

**§42-93. Special Subdivisions**

Special subdivisions shall be permitted under the following conditions:

- A. For lots of record prior to September 19, 2007 where there is insufficient acreage to meet the density regulations of the zoning districts, up to five (5) lots may be created where each lot is at least one half (1/2) acre (21,780 square feet) in size.
- B. The special subdivision procedure may not be used in conjunction with an application for a minor subdivision or a major subdivision.

The special subdivision procedure does not apply to the following zoning districts: Estate Residential (R-40), Surface Water District (SW), and Waterfront Residential (WR).

§42-94. Minor Subdivisions (Ten (10) or Fewer Lots)

Minor subdivisions shall adhere to all applicable requirements of this Chapter. No more than ten (10) lots in a five (5) year time period shall be allowed unless the subdivision complies with the major subdivision standards.

§42-95. Major Subdivisions (Eleven (11) or more Lots or Commercial, Office Institutional, or Industrial)

- H. Street Tree Requirements. Street trees shall be required in accordance with Article V (Landscape Design Standards) Subpart C (Street Tree Requirements). Street trees are required to be installed prior to final plat approval.

§42-100. Existing Private Roads

Any portion of an existing private road: ~~(1)~~ located in an existing recorded private right-of-way and ~~(2)~~ surrounded by the tract to be subdivided shall be upgraded to meet the road standards of this Subpart C (Subdivision Road Standards Applicable to All Subdivision Types and Subtypes) in major subdivisions.

**Text Amendment E: Road Names**

§42-103. Road Names

Road names are required for all public and private roads (including alleys and driveway easements) that access more than two (2) lots. Proposed names for roads shall:

- A. Be pre-approved by Henderson County in accordance with Chapter ~~142~~ 41 of the Henderson County Code, Property Addressing.
- B. ~~Not duplicate or be phonetically similar to existing road names, irrespective of the use of the suffix (i.e., road, avenue, boulevard, drive, place, court etc.).~~
- C. ~~Not exceed 15 characters, including spaces (not including prefixes and suffixes).~~

A proposed road obviously in alignment with an existing named road shall bear the name of the existing road.

§42-104. Road Name Signs and Regulatory Signs

Road name signs and regulatory signs (speed limit signs, stop signs, etc.) shall be provided in accordance with Chapter 142 of the Henderson County Code, Property Addressing and with applicable local, state and federal laws, rules and regulations. Road name signs and regulatory signs must be acquired prior to final plat approval.

**Text Amendment F: Road Standards**

§42-110. Additional Road Design Standards Applicable to all Road Classifications.

- D. Dead Ends, Cul-de-sacs and Turnarounds. Vehicle turnaround areas shall be provided at the end of all



dead-end roads (excluding private driveway easements) that exceed 300 feet.

**§42-111. Private Road Standard Reductions**

A. Right-of-way Width Reduction. Right-of-way width requirements may be reduced to 30 feet in width where no more than five (5) lots are proposed and it is unlikely (due to design, topographic conditions or existing development) that any road contained therein would be extended to serve more than five (5) lots.

~~Right of way width reductions are also permitted where the development is a dwelling, multifamily, five (5) or more units, provided these modifications are approved by the reviewing agency with consideration to sound engineering, public safety concerns and community character.~~

~~B. Travelway Width Reduction. Travelway width requirements for private subdivision limited local roads in special subdivisions may be reduced to nine (9) feet where an existing road with a travelway width of at least nine (9) feet occurs. The Subdivision Administrator will permit the reduction only upon inspection for road stability and provided that all other private subdivision limited local road standards are met. Existing roads shall be improved to meet the private subdivision limited local road standards before a final plat can be approved.~~

B. Centerline Curve Radius Reductions. Centerline curve radius reductions may be reduced to:

(1) 80 feet where the existing cross slope on private subdivision collector roads is 15 percent or greater, or

(2) 60 feet where the existing cross slope on private subdivision limited local residential subdivision roads or private subdivision local residential subdivision roads is 15 percent or greater.

~~Centerline curve radius reductions are also permitted where the development is a dwelling, multifamily, five (5) or more units, provided these modifications are approved by the reviewing agency with consideration to sound engineering, public safety concerns and community character.~~

C. Shoulder Width Reduction. Shoulder width shall be reduced for:

(1) Private subdivision local roads and private subdivision collector roads to a minimum of two (2) feet in cases where the existing cross slope is 20 percent or greater; and

(2) Private subdivision collector roads to a minimum of four (4) feet in cases where the existing cross slope is greater than ten (10) but less than 20 percent or greater.

D. Cut and Fill Slopes. Cut and fill slopes shall be reduced to 1:1 where the existing cross slope is 20 percent or greater. Additional erosion control measures are required in areas where cut and fill slopes utilize this reduction. Enforced by the Erosion Control Administrator.

**2019 Annual LDC Text Amendments – Subdivision Review Processes and Procedures: Amendment G  
Approved by Planning Board at the October 24, 2019 Meeting  
Recommended changes are highlighted in red.**

**Text Amendment G:**

**§42-337. Review for Minor, Special, and Nonstandard Subdivisions**

B. Application.

1. Application. Each applicant shall submit an application to the Subdivision Administrator. Applications may be modified by the Subdivision Administrator as necessary, who may require the applicant to supply additional information. Development plans are required for minor or phased minor subdivisions where six (6) up to ten (10) lots and new right-of-way are

proposed. Development plans must be submitted to the *Subdivision Administrator* pursuant to §42-112 (Minor Subdivisions). Where development plan review is not required the *applicant* shall submit a *final plat* in mylar form and a **blue-line paper** copy of the *final plat* along with all application materials (see Article III (Subdivision Regulations)). The *final plat* must be prepared in conformance with the *final plat* requirements provided by the Planning Department, (§42-343 (Final Plat Review)) and provisions of this Chapter.

#### §42-341. Master Plans

- A. Plan Preparation. Master plans must be prepared in conformance with this subpart and master plan requirements provided by the Planning Department. A master plan is required during review of all *major subdivisions*. The *applicant* shall submit ~~four (4)~~ **two (2)** full-sized copies, ~~and~~ one (1) reduced-sized copy, ~~and a digital copy~~ of the master plan, at a scale appropriate to clearly depict the proposed project. Reduced size copies should be legible and reproducible. If a reduced size copy of the plan (no larger than 11 inches by 17 inches in size) cannot be provided, at least ~~30~~ **4** large copies shall be submitted in its place. The master plan may consist of multiple sheets, if needed. *Applicants* proposing single section or *phased subdivisions* may submit a combined master plan and development plan (“master/development plan”) that shall be prepared in conformance with this subpart and the requirements of a development plan provided by the Planning Department and §42-342 (Development Plans).

#### §42-342. Development Plans

- A. Plan Preparation. Development plans must be prepared in conformance with this subpart and development plan requirements provided by the Planning Department. Development plan(s) are required during review of all *major subdivisions*. The development plan may be submitted for the entire *subdivision* or any section thereof. The *applicant* shall submit ~~four (4)~~ **two (2)** full-sized copies, ~~and~~ one (1) reduced-sized copy, ~~and a digital copy~~ of the development plan, at a scale appropriate to clearly depict the proposed project. Reduced size copies should be legible and reproducible. If a reduced size copy of the plan (no larger than 11 inches by 17 inches in size) cannot be provided, at least ~~30~~ **4** large copies shall be submitted in its place. The development plan may consist of multiple sheets, if needed.
- E. Approval Validity. Development plan approval is valid for two (2) years and shall be annotated on the plan. The approving agency may, for just cause, grant up to two (2) one-year extensions for development plan approval. If, at the completion of the first one-year extension period, less than 50 percent of improvements are complete, the *applicant* must reapply under the current applicable requirements. If more than 50 percent of improvements are complete after the one-year extension period, the *applicant* may apply for a single additional one-year extension and thereafter must reapply under current applicable requirements.

#### §42-343. Final Plat Review

- A. Final Plat Review for Minor and Nonstandard Subdivisions.
- (3) Staff Review. If the *subdivision* complies with the standards set forth herein the *Subdivision Administrator* shall provide approval in writing on the face of the *final plat* and shall retain a **“blue-line” signed** copy for departmental records. Once the *plat* has been approved, the *final plat* must be recorded ~~in a timely manner~~ **within twelve (12) months from *Subdivision Administrator* approval.**
- B. Final Plat Review for All Major Subdivisions.
- (3) Staff Review. The *Subdivision Administrator* shall review the *final plat* and determine its completeness, finding that the regulations of this Chapter that set forth specific standards have been met for *final plats*. The *Subdivision Administrator* shall review the *final plat* for conformance with all applicable standards and conformance to any associated master plans

and development plans. The *final plat* may be approved administratively if the *plat* meets all requirements of the Chapter and satisfies all conditions imposed by the reviewing agency. Upon approval, and before any *lots* are transferred, the *applicant* shall record the *final plat* at the office of the Register of Deeds **within twelve (12) months from Subdivision Administrator approval**. Incidental changes to the *final plat*, which do not in any way affect the character of the development, may be submitted prior to, or after, recordation and may be approved for re-recordation by the *Subdivision Administrator*. No *lots* governed by this Chapter may be conveyed until a *final plat* is approved and recorded in the office of the Register of Deeds of Henderson County.

Motion:

*I move that the Board set a public hearing on the proposed Land Development Code Text Amendments (TX- 2019-01) for Wednesday, November 20, 2019 at 9:00 a.m.*

**2019.84 Proclamation – Designating November as National Homeless Youth Awareness Month**

Michael Absher, President and CEO of Only Hope WNC Inc. has requested the Henderson County Board of Commissioners adopt a Proclamation designation November as “Homeless Youth Awareness Month” in Henderson County.

Motion:

*I move that the Board adopt the Proclamation as presented. I further move that the Board allow Only Hope WNC to place an event banner on the fence at the former Boyd property on Highway 25 on November 8<sup>th</sup>.*

**Offer to purchase tax-foreclosed property**

Dustin J. Holland, on behalf of Diamond Falls Preserve, LLC, has offered to purchase 4.37 acres on Firemender Valley Trail (off Little Creek Road, near Chimney Rock State Park in the northeastern portion of Henderson County). The offer includes a purchase price of \$7,500.00, a deposit toward that price of \$500.00, plus an additional deposit for advertising fees of \$200.00.

Henderson County obtained its interest in this property via a tax foreclosure sale in 1987. No taxes have been received on the property since that time.

If the Board agrees to provisionally accept this offer, it would be subject to newspaper advertisement, and further subject to ten-day period for upset bids. Although not required, as a courtesy it is the custom of the County to also give regular mail notice to adjoining property owners at addresses shown on GIS.

If an upset bid is received, a new advertisement is placed, and the process continues until the bidding ends. Once done, or if no upset bids are received, the matter comes back before this board for a final decision on the sale.



Motion:

*I move that the Board gives provisional acceptance to this offer, subject to upset bids.*

**2019.85 Resolution - In Support of Funding to Meet the Mental Health, Intellectual/ Developmental Disabilities and Substance Use Disorder Service Needs of the Citizens of Henderson County**

The Henderson County Board of Commissioners are requested to adopt a Resolution in support of continued funding from the State to meet the mental health, intellectual/developmental disabilities and substance use disorder service needs of the citizens of Henderson County. This request is made by Vaya Health, Henderson County's Local Management Entity/Managed Care Organization.

Motion:

*I move that the Board adopt the Resolution as presented.*

**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. 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.

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

2. Cane Creek Water and Sewer District Advisory Committee – 1 vac.

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

3. Cemetery Advisory Committee – 1 vac.

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

4. EMS Peer Review Committee – 1 vac.

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

5. Hendersonville City Zoning Board of Adjustment – 3 vac.

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

6. Hendersonville Planning Board – 1 vac.

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

7. Historic Resources Commission – 1 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. Land-of-Sky Regional Council – 1 vac.

Chairman Hawkins nominated Brittany Brady for position #3. *Chairman Hawkins made the motion to accept the appointment of Brittany Brady to position #3 by acclamation. All voted in favor and the motion carried.*

10. Land-of-Sky Regional Council Advisory Council on Aging – 1 vac.

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

11. Library Board of Trustees – 1 vac.

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

12. Mountain Area Workforce Development Board – 1 vac.

Commissioner Messer noted the nomination of Beth McCann for position #2 by the Chamber of Commerce. *Chairman Hawkins made the motion to accept the appointment of Beth McCann to position #2 by acclamation. All voted in favor and the motion carried.*

13. 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.

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

Commissioner McCall nominated Ronald Howard for position #21. *Chairman Hawkins made the motion to accept the reappointment of Ron Howard to position #21 by acclamation. All voted in favor and the motion carried.*

#### **DISASTER RELIEF PROGRAM UPDATE**

Senator Chuck Edwards provided an update to the Board on the NC Department of Agriculture's Disaster Relief Program, which is providing assistance to farmers who suffered losses to commodities, livestock, poultry and aquaculture because of excessive rain and flooding that occurred between May 15, 2018, and Dec. 31, 2018. The available funding is a direct result of Senate Bill 268 filed by Senator Edwards in March 2019. The application period for the program begins on November 6, 2019 and closes on November 20, 2019. Additional information on the application process can be found on the News Release from the NC Department of Agriculture below.

Senator Chuck Edwards stated the farmers in Western North Carolina in five additional counties; Henderson, Buncombe, Polk, Haywood, and Transylvania are now eligible to draw from disaster relief funds that were appropriated by the General Assembly for the floods that we experienced down east in 2018. Specifically this came about after the two horrendous hurricanes in the east. The State went to work almost immediately and appropriated several million dollars to help rebuild those communities that were devastated. At the same time the farmers here in Western North Carolina brought to Senator Edwards attention that they too had experienced quite a bit of disaster in 2018 that came in another form, rather than two quick storms it happened throughout

the course of the year. Beginning with Tropical Storm Alberto in May 2018, followed by a record rainfall of around 110 inches for the year. The farmers in our area were looking very astutely at what was taking place in the east and called to Senator Edward's attention that all disasters are not created equal, and the farmers here were suffering just as bad.

Senator Edwards has worked the Department of Agriculture, Senate Leadership and Chuck McGrady and they have been successful to get Western North Carolina farmers included in the Bill. He believes the total compensation would be nearly \$10m.

Chairman Hawkins allowed that the Board of Commissioners have been following the budget impasse rather closely as it affects a lot of areas. He thinks the Legislature has passed some mini budgets and asked Senator Edwards to elaborate.

Senator Edwards responded the Legislator passed a bi-partisan budget back in June 2019 and submitted it to the Governor. The Governor vetoed the budget almost immediately for a number of reasons, primarily that it did not include the expansion of Medicaid under the Affordable Care Act. They spent several weeks trying to determine what would be the common ground to negotiate and realized quickly there was no room for negotiation with the Governor on the Expansion of Medicaid. They were faced pretty much with an ultimatum of Medicaid Expansion or else.

Knowing that North Carolina has a continuing Resolution where the Government would not shut down as it would if it were the Federal Government, they still had a lot of great things in that bi-partisan budget they felt needed to be passed, beginning with raises for correctional officers. Fortunately we don't have as severe a problem in Western North Carolina as in the Piedmont and down east, but we are understaffed with correctional officers now somewhere in the neighborhood of 2400 positions. That is continuing to rise and in the last 60 days approximately 300 more positions that needed to be addressed. They started a mini budget and took out the raises for the correctional officers but incentives for the correctional officers was passed by Chamber, Senate and on to the Governor. They continued to work their way through state employee raises, teacher raises and a number of other pieces of budget they felt made good sense and passed those as mini budgets, one step at a time. They believe at this point they have passed about 98% of the original budget through mini budget bills. There are state employees that will receive raises two years in a row totaling about 5%, teachers will get another raise around 3.9% this year retroactively which is about the 6<sup>th</sup> or 7<sup>th</sup> year in a row.

Unfortunately they were not able to get the entire budget passed yet. They will be going back into a couple of special session, one next week to deal with Congressional Districting. Their adjournment resolution will not allow them to take up any appropriations matters in that session. Another session is scheduled in January where they are hopeful they will be able to override the Governor's veto on the total budget and bring to Western North Carolina the rest of the items that were in that budget, including some fairly substantial school construction funds. In fact in the three counties he represents there is about \$42m in capital funding for our schools that can be realized if they are successful in overriding the veto of the budget.

Chairman Hawkins asked in the Medicaid expansion, once the Federal dollars run out, who picks up the remaining bill?

Senator Edwards responded it would be anyone in North Carolina who pays taxes. There is no guarantee for how long that the Federal matching money will be available. In fact there is already talk the funding could be cut in the very near future. This is one of the primary reasons that the Legislature has been so insistent to not expand Medicaid under the Affordable Care Act. It is a very substantial that we do not have a full budget by the state now. The second reason that the budget has not passed is that they feel it would tax the medical system in a way that would create longer lines and longer waiting periods for those that needed medical care the most. One other most significant reason they feel that Medicaid expansion under the Affordable Care Act is not right for North Carolina is about 80% of the new enrollees are single, able bodied childless adults, and

about 40% of those are already on a private payer plan. When you work the math, they would essentially have to pay \$4 to get \$1 to the unserved population that Medicaid expansion would be intended to reach.

Cooperative Extension Director Dr. Terry Kelley explained that a meeting will be held at the Cooperative Extension Wednesday, November 6, 2019 at 11:30 a.m. for those who are interested in applying for disaster relief funds. All growers must go to the Farm Service Agency office to get their crop reports. Staff at the Cooperative Extension office will be available to help grower upload their crop reports into system, as well as helping with the online application process. They must have their own email addresses.

**FOR IMMEDIATE RELEASE  
FRIDAY, OCT. 11, 2019**

**CONTACT:** *Andrea Ashby, director  
NCDA&CS Public Affairs  
919-707-3004*

**Disaster relief program for Buncombe, Haywood, Henderson, Rutherford and Transylvania counties to open for affected producers**

RALEIGH – Starting Nov. 6, farmers in Buncombe, Haywood, Henderson, Rutherford and Transylvania counties will be able to sign up for the NCDA&CS Agricultural Disaster Program. The sign-up period will begin Nov. 6 and will end on Nov. 20.

The program will directly assist farmers who suffered losses to commodities, livestock, poultry and aquaculture because of excessive rain and flooding that occurred between May 15, 2018, and Dec. 31, 2018. The N.C. Department of Agriculture and Consumer Services will administer the program.

“Farmers need to take action now to get their Farm Service Agency forms in order so they will have the necessary documents to apply for assistance,” said Agriculture Commissioner Steve Troxler. “I cannot stress enough that producers need to file their applications during the sign-up period. There will be no extensions to this deadline.”

Producers in these five counties who experienced a verifiable crop loss as a result of excessive rain and flooding that occurred during the time period, will need to go to their local United States Department of Agriculture Farm Service Agency office to file the necessary paperwork for FSA Form 578. This is a required document in the application process for producers who experienced loss with apples, corn for grain, grass, tomatoes or other field crops.

Producers without a 2018 FSA Form 578 on file can request a manual form at their local USDA Service Center/FSA Office. Please start this process as soon as possible. It could take up to 30 days to complete.

For application instructions and access to the application portal, go to [www.ncagr.gov/agriculturaldisasterprogram](http://www.ncagr.gov/agriculturaldisasterprogram).

Local FSA and Cooperative Extension offices will be available to assist farmers with applications. For more information, visit [www.ncagr.gov/agriculturaldisasterprogram](http://www.ncagr.gov/agriculturaldisasterprogram) or call 1-866-645-9403.

**NCDA&CS Public Affairs Division, Andrea Ashby, Director**  
**Mailing Address:** 1001 Mail Service Center, Raleigh NC 27699-1001  
**Physical Address:** 2 West Edenton Street, Raleigh NC 27601  
**Phone:** (919) 707-3001; **FAX:** (919) 733-5047

**COUNTY MANAGER'S REPORT**

Assistant County Manager Amy Brantley informed the Board that Halloween was a success with around 10,000 people downtown. She thanked Henderson County Parks and Recreation for working in conjunction with the City of Hendersonville for a job well done.

Veteran's Day originated as Armistice Day on November 11, 1919, the first anniversary of the end of World War I. We are coming up on the 100<sup>th</sup> anniversary of Veteran's Day Monday and the County will be closed in observance.

**CHANGE OF MEETING TIME FOR MID-MONTH MEETINGS**

Commissioner McCall suggested changing the begin time for mid-month meetings to 9:30 a.m. due to Commissioner Edney having to take his daughter to school. It's just 30 minutes and gives him the extra time needed.

*Commissioner McCall made the motion that the Board change the Wednesday meeting's (mid-month) to begin at 9:30 a.m. instead of 9:00 a.m. moving forward. All voted in favor and the motion carried.*

Due to the advertisement of the Public Hearing for meeting of November 20<sup>th</sup> being published, this time change will begin in 2020.

**ADJOURN**

*Commissioner Lapsley made the motion to adjourn at 6:00 p.m. All voted in favor and the motion carried.*

Attest:

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

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



**Henderson County  
North Carolina**

Before the Board of Commissioners

**Resolution to Extend the Limits of the Cane Creek Water and Sewer District of  
Henderson County**

**BOARD OF COMMISSIONERS ENACTMENT 2019- 82**

WHEREAS, the Henderson County Board of Commissioners has, under N.C. Gen. Stat. §162A-87.1, taken the prerequisite steps necessary to accomplish the extension of the District boundaries of the Cane Creek Water and Sewer District of Henderson County (the "CCWSD") to include the area described herein; and

WHEREAS, a public hearing on the question of this extension of District boundaries was held in the Meeting Room of the Henderson County Administration Building located at 1 Historic Courthouse Square, Hendersonville, NC, at 5:30 p.m. on the 4th day of November, 2019, after due notice by publication on the 23<sup>rd</sup> day of October, 2019, and mailed notice to the affected properties sent October 2, 2019; and

WHEREAS, the Henderson County Board of Commissioners does hereby find as a fact that the area to be included within the CCWSD boundaries meets the requirements of N.C. Gen. Stat. §162A-87. 1(a)(1), (a)(2), and (a)(3) and specifically finds as follows:

- (1) That the area to be annexed is contiguous to the district, with at least one-eighth of the aggregate external boundary of the area coincident with the existing boundary of the district;
- (2) That the residents of the territory to be annexed will benefit from the annexation; and
- (3) That it is economically feasible to provide the proposed service or services in the annexed district without unreasonable or burdensome annual tax levies.

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

**Section 1.** Pursuant to N.C. Gen. Stat. §162A-87.1, the boundaries of the CCWSD are, effective July 1, 2020, hereby extended to include the properties listed on the attached Exhibit A.

**Section 2.** Upon and after July 1, 2020, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the CCWSD, and shall be entitled to the same privileges and benefits as other parts of the CCWSD.

**Section 3.** Since as of the date hereof there is pending the prospective inclusion and merger of the entirety of the CCWSD into the Metropolitan Sewerage District of Buncombe County (the "MSD") pursuant to the provisions of Session Law 2019-127, it is the intention of the Board of Commissioners that the properties listed in Exhibit A be included to be included and merged CCWSD/MSD district.

**Section 4.** In addition, the Board of Commissioners note the existence of other areas, shown on the attached map, Exhibit B, which, to the extent that they are not included in the CCWSD, may in the foreseeable future have need of inclusion within the merged CCWSD/MSD district, and specifically notes the same for future reference and, as needed, to advocate for the same.

ADOPTED THIS the 4<sup>th</sup> day of November, 2019.

HENDERSON COUNTY BOARD OF COMMISSIONERS

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

GRADY HAWKINS, Chairman

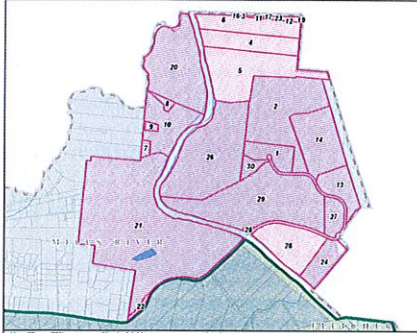
Attest:

Teresa L. Wilson  
TERESA WILSON, Clerk to the Board of Commissioners

**EXHIBIT A**

**Cane Creek Water and Sewer District Expansion - September 2019**

**Inset 1:**

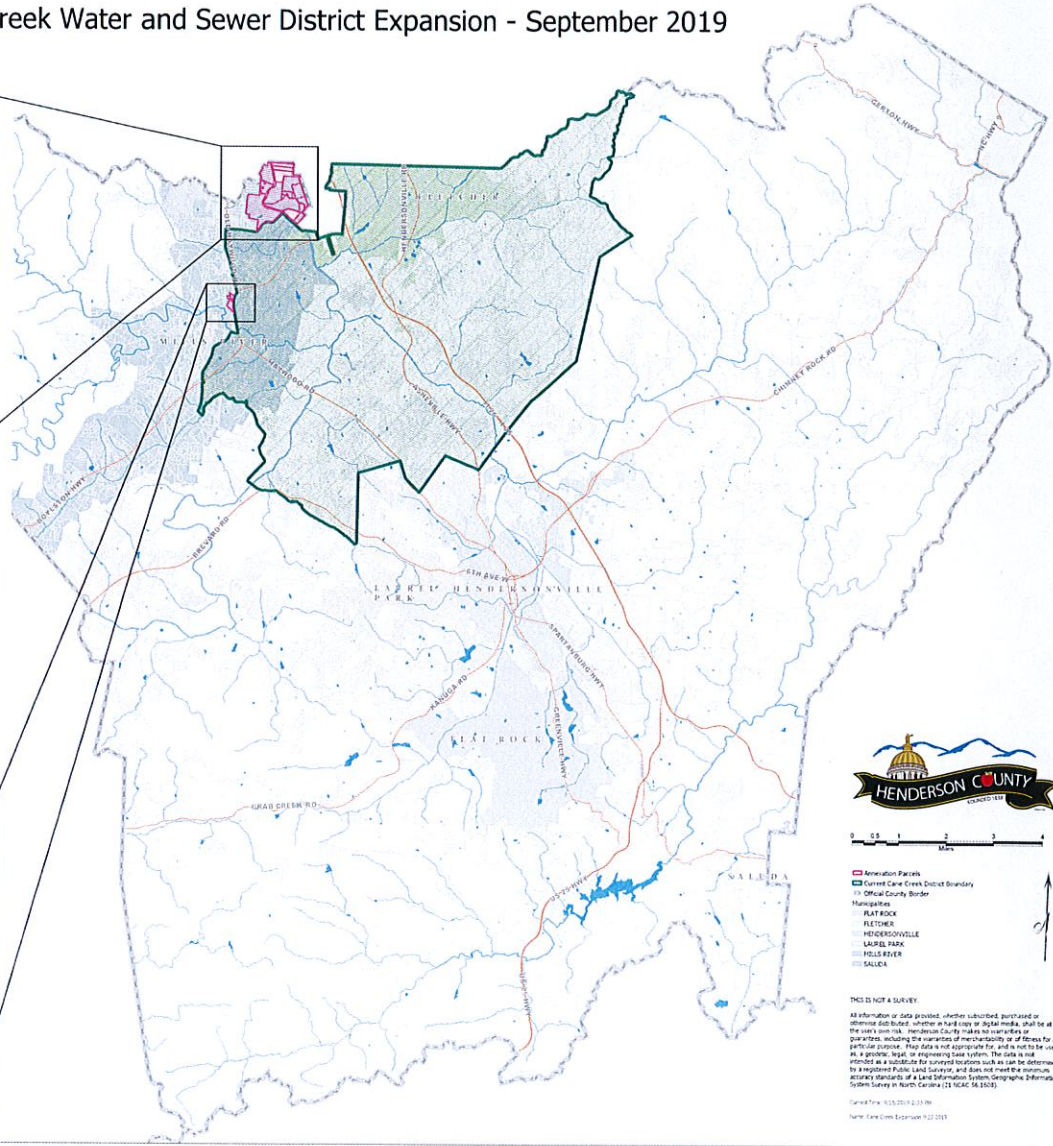


Map_ID	PIN	Physical Address	Listed Owner
1	964123736	0 NO ADDRESS ASSIGNED	BRIGHTSTAR ASSOC, INC
2	964123797	0 NO ADDRESS ASSIGNED	BRUTE STATES LLC NC LLC COMPANY
3	964123742	0 NO ADDRESS ASSIGNED	CAUVENT, JENNIFER NICOLE
4	964123766	0 NO ADDRESS ASSIGNED	CITY OF ASHEVILLE
5	964123729	0 NO ADDRESS ASSIGNED	CITY OF ASHEVILLE
6	964123723	120 FIVE RD	CITY OF ASHEVILLE
7	964123282	116 OLD RICHMOND PARK RD	COLE, ANDREW J, COLE, ELIZABETH J
8	964123730	0 NO ADDRESS ASSIGNED	COLE, HEATHER L COLE, MAGALIN P
9	964123747	120 OLD RICHMOND PARK RD	COLE, HEATHER L COLE, MAGALIN P
10	964123743	0 NO ADDRESS ASSIGNED	COLE, HEATHER L COLE, MAGALIN P
11	964123749	0 NO ADDRESS ASSIGNED	DOSEK, PHILIP S, KOSBY, ANGELESH GILBERT
12	964123839	33 BRIAN RICK LN	EATON, JEFFREY EATON, ELIZABETH RICHAN
13	964123751	100 FERRISLOFF PARK DR	OF LINDAAR LLC
14	964123725	100 FERRISLOFF PARK DR	OF LINDAAR LLC
15	964123840	0 NO ADDRESS ASSIGNED	GOODLEY, PHILIP EUGENIE, JANE MARY
16	964123842	0 NO ADDRESS ASSIGNED	HALL, WILLIAM SHAL, RONNIE M
17	964123250	35 BRIAN RICK LN	HARRIS, HELENA A
18	964123437	37 BRIAN RICK LN	JOHNS, SANDRA PATRICIA BRUCE, SANDRA PATRICIA JOHNS LEVING TRUST
19	964123835	35 BRIAN RICK LN	KACHARA, DAVID G, KACHARA, MARTHA C
20	964123827	0 NO ADDRESS ASSIGNED	KILLIAN, KATHLEEN BRUCE, W A
21	964229712	415 RESEARCHER	N C S U HOUSING HOUSING GROUPS
22	964123841	0 NO ADDRESS ASSIGNED	NC
23	964123839	33 BRIAN RICK LN	REYNOLDS, DAVID MICHAEL, REYNOLDS, HOLM EVELYN
24	964229727	701 OLD FARMING BRIDGE RD	RAMPTON PROPERTY HOLDINGS LLC
25	964123843	0 NO ADDRESS ASSIGNED	SOUTH MANNA DEVELOPMENT, SPENCER HEIT
26	964123943	0 NO ADDRESS ASSIGNED	WLD RIVER COOP
27	964123845	0 NO ADDRESS ASSIGNED	WLD RIVER COOP
28	964229794	741 OLD FARMING BRIDGE RD	WLD RIVER COOP
29	964223240	116 A FERRISLOFF PARK DR	WLD RIVER COOP
30	964123767	100 FERRISLOFF PARK DR	WLD RIVER COOP & INC CORPORATION

**Inset 2:**



Map_ID	PIN	Physical Address	Listed Owner
31	963204511	39 CARLAND CR	EARLY DAVID PROPERTIES LLC
32	963204027	0 NO ADDRESS ASSIGNED	POPPHAY 280 LLC
33	963204063	0 NO ADDRESS ASSIGNED	POPPHAY 280 LLC
34	963199551	1128 BOYLSTON HWY	INDLES HANFORDS INC
35	963203643	46 N HILLS RIVER RD	REECE, NICHOLAS REECE, ELIZABETH R
36	963204111	83 N HILLS RIVER RD	VANAH INDUSTRIES



**THIS IS NOT A SURVEY**  
 All information or data provided, whether subscribed, purchased or otherwise, shall be used at the user's own risk. Henderson County makes no warranties or guarantees, including the accuracy of merchantability or of fitness for a particular purpose. This data is not appropriate for, and is not to be used as, a graphic, legal, or engineering use system. The data is not intended as a substitute for licensed professions such as can be determined by a Registered Professional 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 2103)).  
 Date: 09/12/2019 2:13 PM  
 User: Jane Ellen Escamier 9/12/2019

EXHIBIT B

Buncombe County

North Fork Mills River  
Pisgah National Forest

South Fork Mills River

Transylvania County

French Broad River

Cane Creek Basin

Cane Creek Water & Sewer District - Existing Service Area

Drainage Basin - (Naturally flowing to the Cane Creek service area and not served by other utilities)

### Map 2 Drainage Basins

FY 19 Drainage Basin Study  
Cane Creek Water & Sewer District

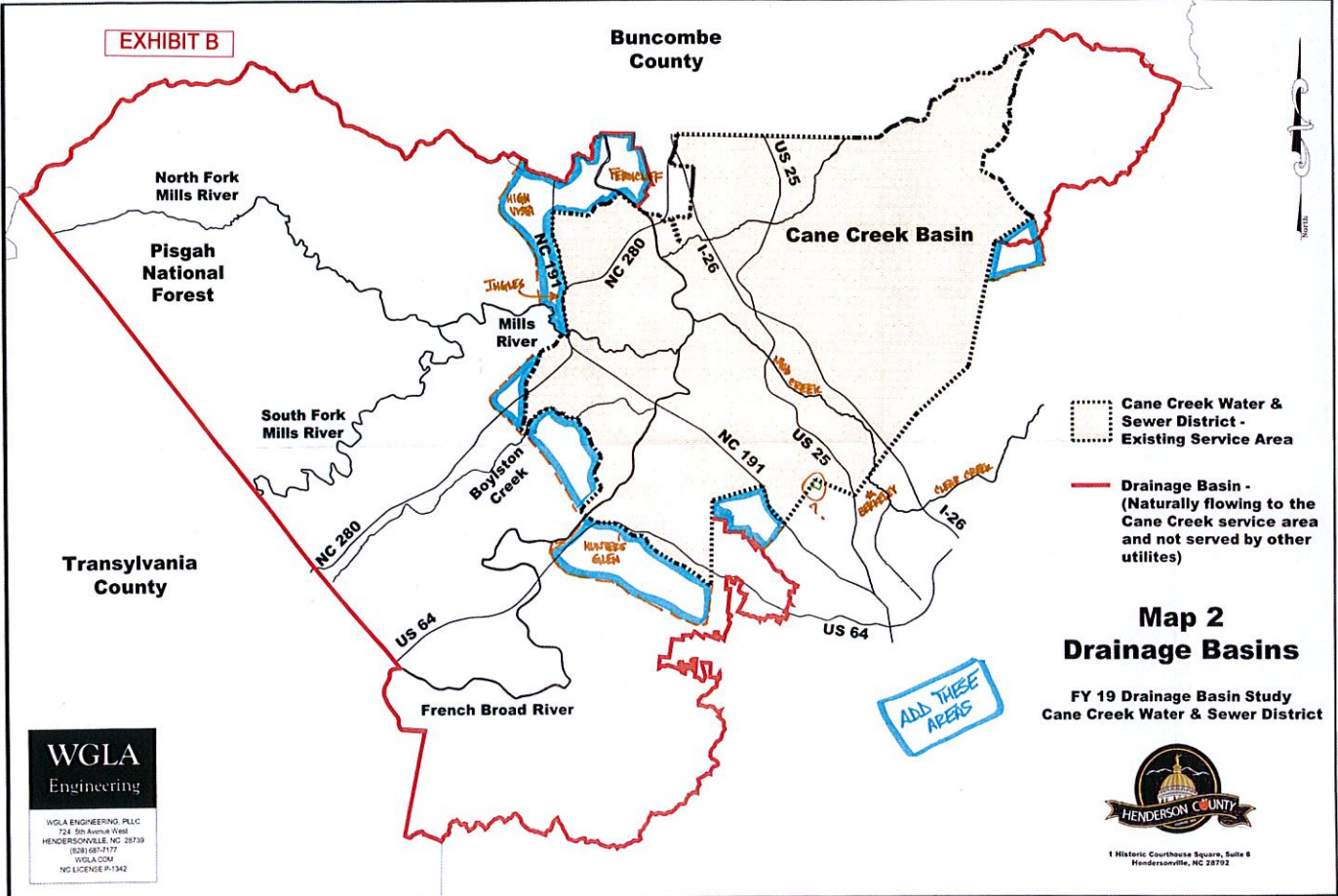


1 Historic Courthouse Square, Suite 8  
Hendersonville, NC 28792

**WGLA**  
Engineering

WGLA ENGINEERING, PLLC  
724 5th Avenue West  
HENDERSONVILLE, NC 28739  
(828) 687-7177  
WGLA.ES&P  
NC LICENSE #1342

ADD THESE AREAS



# Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66  
 HENDERSONVILLE, NC 28792  
 PHONE: (828) 697-5595 | FAX: (828) 698-6153

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

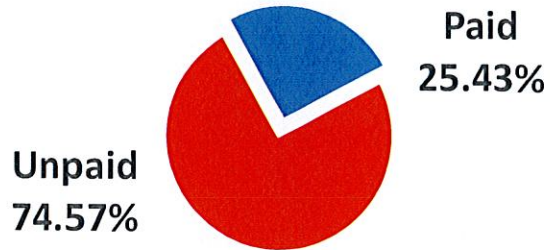
Thursday, October 24, 2019

Re: Tax Collector's Report to Commissioners - Meeting Date November 4, 2019

Please find outlined below collections information through November 23, 2019 for 2019 real and personal property bills mailed on August 1, 2019. Vehicles taxes are billed monthly by NC DMV.

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

<b>2019 Beginning Charge:</b>	<b>\$84,212,850.23</b>
Discoveries & Imm. Irreg.:	\$1,126,560.25
Releases & Refunds:	<b>(\$788,390.79)</b>
<u>Net Charge:</u>	<u>\$84,551,019.69</u>
Unpaid Taxes:	\$63,053,051.51
<b>Amount Collected:</b>	<b>\$21,497,968.18</b>



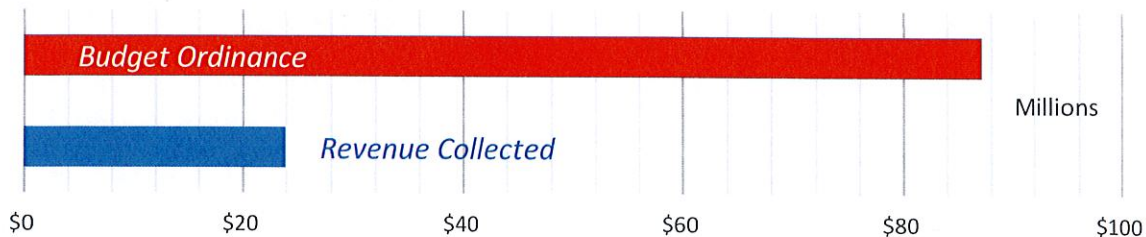
## Henderson County Registered Motor Vehicles (As Collected by NC DMV):

Net Charge:	\$2,042,603.34
Unpaid Taxes:	\$4,636.85
<b>Amount Collected:</b>	<b>\$2,037,966.49</b>

**99.77%**

## Henderson County FY20 Budget Analysis:

	<u>Budget Ordinance</u>	<u>Revenue Collected</u>
Ad Valorem:	\$86,093,532.00	\$23,535,934.67
Prior Years:	\$1,035,000.00	\$392,464.01
<b>Budget Total:</b>	<b>\$87,128,532.00</b>	<b>YTD Revenue: \$23,928,398.68</b>



Respectfully Submitted,

Luke Small  
 Deputy Tax Collector

Darlene Burgess  
 Tax Administrator

# HENDERSON COUNTY BOARD OF COMMISSIONERS

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

GRADY H. HAWKINS  
Chairman  
WILLIAM G. LAPSLEY  
Vice-Chairman

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


November 4, 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 \$8,073.64 and tax refund requests in the amount of \$1,056.98, reviewed at the Henderson County Board of Commissioners' Meeting on Monday, November 4, 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:** November 4, 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	\$ 8,073.64
Total Refunds as a Result of the Above Releases	\$ 1,056.98

**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. Monday, October 21, 2019\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
A & S HOME IMPROVEMENTS, LLC	0003085906-2019-2019-0000	BUSINESS PERSONAL PROPERTY DOUBLE BILLED AS ABSTRACT 3085906 AND 2565396. ABSTRACT 3085906 VOIDED.	(\$1,214)	6677	HSALTER	102 GLOVER ST HENDERSONVILLE NC 28792	COUNTY	TAX	\$6.81	\$0.00	\$6.81	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								TAX	\$1.58	\$0.00	\$1.58	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:			\$8.39	\$0.00
								TAX	\$31.27	\$0.00	\$31.27	\$0.00
								LATE LIST FEE	\$3.13	\$0.00	\$3.13	\$0.00
								TOTAL:				
A & S HOME IMPROVEMENTS, LLC	0003096887-2019-2019-0000	BUSINESS PERSONAL PROPERTY DOUBLE BILLED AS ABSTRACT 3085906 AND 2565396. ABSTRACT 3085906 VOIDED.	(\$1,232)	6678	HSALTER	15 SURREY RUN HENDERSONVILLE NC 28791	COUNTY	TAX	\$5.08	\$0.00	\$5.08	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								TAX	\$5.57	\$0.00	\$5.57	\$0.00
								LATE LIST FEE	\$0.56	\$0.00	\$0.56	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:			\$8.95	\$0.00
								TAX	\$5.08	\$0.00	\$5.08	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
B & G ENTERPRISES LLC	0002346334-2019-2019-0000	BUSINESS SUBMITTED CORRECTED LISTING FORM AFTER BEING DISCOVERED. ABSTRACT VOIDED FOR 2019 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES.	(\$1,905)	6682	KDECKARD	2121 SPARTANBURG HWY EAST FLAT ROCK NC 28726	COUNTY	TAX	\$10.70	\$0.00	\$10.70	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:				
								TAX	\$1.18	\$0.00	\$1.18	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:			\$6.26	\$0.00
								TAX	\$10.70	\$0.00	\$10.70	\$0.00
								LATE LIST FEE	\$1.07	\$0.00	\$1.07	\$0.00
								TOTAL:				
BILTMORE UPHOLSTERY	0003097843-2019-2019-0000	BUSINESS SUBMITTED CORRECTED LISTING FORM AFTER BEING DISCOVERED. ABSTRACT VOIDED FOR 2019 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES.	(\$1,907)	6668	KDECKARD	22 AMERICAN WAY FLETCHER NC 28732	COUNTY	TAX	\$294.63	\$0.00	\$294.63	\$0.00
								LATE LIST FEE	\$176.78	\$0.00	\$176.78	\$0.00
								TOTAL:				
								TAX	\$471.41	\$0.00	\$471.41	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:			\$11.77	\$0.00
								TAX	\$294.63	\$0.00	\$294.63	\$0.00
								LATE LIST FEE	\$147.31	\$0.00	\$147.31	\$0.00
								TOTAL:				
BLUE RIDGE REAL ESTATE	0003097679-2019-2014-0000	BUSINESS NOT OPENED UNTIL 4/1/2017. ABSTRACT VOIDED FOR 2014.	(\$1,907)	6700	HSALTER	1507 HAYWOOD RD HENDERSONVILLE NC 28791	COUNTY	TAX	\$294.63	\$0.00	\$294.63	\$0.00
								LATE LIST FEE	\$176.78	\$0.00	\$176.78	\$0.00
								TOTAL:				
								TAX	\$441.94	\$0.00	\$441.94	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:			\$11.77	\$0.00
								TAX	\$294.63	\$0.00	\$294.63	\$0.00
								LATE LIST FEE	\$147.31	\$0.00	\$147.31	\$0.00
								TOTAL:				
BLUE RIDGE REAL ESTATE	0003097679-2019-2015-0000	BUSINESS NOT OPENED UNTIL 4/1/2017. ABSTRACT VOIDED FOR 2015.	(\$57,365)	6699	HSALTER	1507 HAYWOOD RD HENDERSONVILLE NC 28791	COUNTY	TAX	\$324.11	\$0.00	\$324.11	\$0.00
								LATE LIST FEE	\$129.64	\$0.00	\$129.64	\$0.00
								TOTAL:				
								TAX	\$441.94	\$0.00	\$441.94	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:			\$453.75	\$0.00
								TAX	\$324.11	\$0.00	\$324.11	\$0.00
								LATE LIST FEE	\$129.64	\$0.00	\$129.64	\$0.00
								TOTAL:				
BLUE RIDGE REAL ESTATE	0003097679-2019-2016-0000	BUSINESS NOT OPENED UNTIL 4/1/2017. ABSTRACT VOIDED FOR 2016.	(\$57,365)	6698	HSALTER	1507 HAYWOOD RD HENDERSONVILLE NC 28791	COUNTY	TAX	\$324.11	\$0.00	\$324.11	\$0.00
								LATE LIST FEE	\$129.64	\$0.00	\$129.64	\$0.00
								TOTAL:				
								TAX	\$441.94	\$0.00	\$441.94	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
								TOTAL:				
								ABSTRACT TOTAL:			\$453.75	\$0.00
								TAX	\$324.11	\$0.00	\$324.11	\$0.00
								LATE LIST FEE	\$129.64	\$0.00	\$129.64	\$0.00
								TOTAL:				

\*Adjustments submitted for approval on or before



# NCPTS Pending Release/Refund Report. Monday, October 21, 2019\*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
BLUE RIDGE TINY HOMES	0003097679-2019-2017-0000	BUSINESS NOT OPENED UNTIL 4/1/2017. ABSTRACT VOIDED FOR 2017.	(\$57,365)	6697	HSALTER	1507 HAYWOOD RD HENDERSONVILLE NC 28791	COUNTY	TAX	\$324.11	\$0.00	\$324.11	\$0.00
								LATE LIST FEE	\$97.23	\$0.00	\$97.23	\$0.00
								TOTAL:			\$421.34	\$0.00
								ABSTRACT TOTAL:			\$421.34	\$0.00
BLUE RIDGE TINY HOMES	0003097679-2019-2018-0000	BUSINESS SUBMITTED CORRECTED LISTING FORM AFTER BEING DISCOVERED. ABSTRACT VOIDED FOR 2018 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES.	(\$57,365)	6696	HSALTER	1507 HAYWOOD RD HENDERSONVILLE NC 28791	COUNTY	TAX	\$324.11	\$0.00	\$324.11	\$0.00
								LATE LIST FEE	\$64.82	\$0.00	\$64.82	\$0.00
								TOTAL:			\$388.93	\$0.00
								ABSTRACT TOTAL:			\$388.93	\$0.00
BLUE RIDGE TINY HOMES	0003097679-2019-2019-0000	BUSINESS SUBMITTED CORRECTED LISTING FORM AFTER BEING DISCOVERED. ABSTRACT VOIDED FOR 2019 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES.	(\$57,365)	6695	HSALTER	1507 HAYWOOD RD HENDERSONVILLE NC 28791	COUNTY	TAX	\$321.82	\$0.00	\$321.82	\$0.00
								LATE LIST FEE	\$32.18	\$0.00	\$32.18	\$0.00
								TOTAL:			\$354.00	\$0.00
								ABSTRACT TOTAL:			\$354.00	\$0.00
<b>OWNER TOTAL:</b>			<b>(\$344,190)</b>									
2019 APPEAL OF PARK MODEL. VALUE REDUCED DUE TO INFORMATION FROM TAXPAYER.			(\$20,000)	6676	RJONES	21 ACONY BELL WAY MILLS RIVER NC 28759	COUNTY	TAX	\$218.79	\$0.00	\$218.79	\$0.00
								LATE LIST FEE	\$21.88	\$0.00	\$21.88	\$0.00
								TOTAL:			\$239.55	\$0.00
<b>OWNER TOTAL:</b>			<b>(\$20,000)</b>								\$239.55	\$0.00
BROWN, IRLAND V	0002890354-2019-2019-0000	2019 APPEAL OF AIRCRAFT. AFTER A FIELD VISIT, VALUE REDUCED DUE TO CONDITION.	(\$42,700)	6701	KDECKARD	1195 EASTBROOK DR HENDERSONVILLE NC 28792	COUNTY	TAX	\$492.00	\$0.00	\$492.00	\$0.00
								LATE LIST FEE	\$49.20	\$0.00	\$49.20	\$0.00
								TOTAL:			\$541.20	\$0.00
								ABSTRACT TOTAL:			\$541.20	\$0.00
								TAX	\$114.01	\$0.00	\$114.01	\$0.00
								LATE LIST FEE	\$11.40	\$0.00	\$11.40	\$0.00
								TOTAL:			\$125.41	\$0.00
<b>OWNER TOTAL:</b>			<b>(\$42,700)</b>								\$125.41	\$0.00
CELY, JOHN F	0000442121-2018-2018-0000	MANUFACTURED HOME WAS SOLD 6/25/2018. ABSTRACT VOIDED FOR 2019.	(\$4,800)	6669	RJONES	94 CANVASBACK WAY HENDERSONVILLE NC 28791	COUNTY	TAX	\$26.93	\$0.00	\$26.93	\$0.00
								LATE LIST FEE	\$2.69	\$0.00	\$2.69	\$0.00
								TOTAL:			\$29.62	\$0.00
								ABSTRACT TOTAL:			\$29.62	\$0.00
								TAX	\$5.76	\$0.00	\$5.76	\$0.00
								LATE LIST FEE	\$0.58	\$0.00	\$0.58	\$0.00
								TOTAL:			\$6.34	\$0.00
<b>OWNER TOTAL:</b>			<b>(\$4,800)</b>								\$6.34	\$0.00
CORN, ERSKINE RONALD	0003093421-2018-2018-0000	WATERCRAFT DOUBLE BILLED AS ABSTRACT 3093421 AND 2129224. ABSTRACT 3093421 VOIDED FOR 2018.	(\$900)	6705	SMORROW	687 MOUNTAIN VALLEY CEMETERY RD ZIRCONIA NC 28790	COUNTY	TAX	\$5.09	\$0.00	\$5.09	\$0.00
								LATE LIST FEE	\$0.51	\$0.00	\$0.51	\$0.00
								TOTAL:			\$5.60	\$0.00
								ABSTRACT TOTAL:			\$5.60	\$0.00
								TAX	\$0.72	\$0.00	\$0.72	\$0.00
								LATE LIST FEE	\$0.07	\$0.00	\$0.07	\$0.00
								TOTAL:			\$0.79	\$0.00
<b>OWNER TOTAL:</b>			<b>(\$900)</b>								\$0.79	\$0.00

\*Adjustments submitted for approval on or before

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OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
	0003093421-2019-2019-0000	WATERCRAFT DOUBLE BILLED AS ABSTRACT 3093421 AND 2129224. ABSTRACT 3093421 VOIDED FOR 2018.	(\$700)	6704	SMORROW	687 MOUNTAIN VALLEY CEMETERY RD ZIRCONIA NC 28790	COUNTY	TAX LATE LIST FEE TOTAL:	\$3.93 \$0.39 \$4.32	\$0.00 \$0.00 \$0.00	\$3.93 \$0.39 \$4.32	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$1,600)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$5.01</b>	<b>\$0.00</b>
FRANKLIN, KAREN T	0000318929-2019-2019-0000	2019 APPEAL OF MANUFACTURED HOME. AFTER A FIELD VISIT, VALUE REDUCED DUE TO CONDITION.	(\$6,600)	6671	RJONES	127 KENNERLY DR HENDERSONVILLE NC 28791	COUNTY	TAX LATE LIST FEE TOTAL:	\$40.95 \$0.00 \$8.40	\$0.00 \$0.00 \$0.00	\$37.03 \$0.00 \$37.03	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$6,600)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$44.62</b>	<b>\$0.00</b>
HOXIT, THE ESTATE OF LARRY VERNON	0003057670-2019-2019-0000	2019 APPEAL OF PARK MODEL HOME. AFTER A FIELD VISIT, VALUE REDUCED DUE TO CONDITION.	(\$20,300)	6675	RJONES	259 E LESTER LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$116.13 \$0.00 \$20.70	\$0.00 \$0.00 \$0.00	\$113.88 \$0.00 \$113.88	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$20,300)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$134.18</b>	<b>\$0.00</b>
HOXIT, THE ESTATE OF VERNON	0000063461-2019-2019-0000	2019 APPEAL OF MANUFACTURED HOME. AFTER A FIELD VISIT, VALUE REDUCED DUE TO CONDITION.	(\$17,900)	6674	RJONES	263 E LESTER LN HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$122.86 \$0.00 \$21.90	\$0.00 \$0.00 \$0.00	\$100.42 \$0.00 \$100.42	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$17,900)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$118.32</b>	<b>\$0.00</b>
LEIH, CORDELL J TRUSTEE	0003094925-2019-2019-0000	CORRECTION OF ACREAGE ON PARCEL.	(\$9,100)	6680	KHENSLEY	326 GOLDEN VALLEY DR HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$2,442.03 \$0.00 \$500.60	\$0.00 \$0.00 \$0.00	\$51.05 \$0.00 \$51.05	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$9,100)</b>							<b>ABSTRACT TOTAL:</b>	<b>\$61.52</b>	<b>\$0.00</b>

\*Adjustments submitted for approval on or before

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OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	USER ID	SITUS ADDRESS	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
MC YARD LANDSCAPING, LLC	0003097562-2019-2018-0000	ADJUSTMENT CREATED AS BUSINESS OWNED NO ASSETS ON 1/1/18.	(\$18,456)	6660	KDECKARD	418 E PRINCE RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$104.28	\$0.00	\$104.28	\$0.00
								LATE LIST FEE	\$20.86	\$0.00	\$20.86	\$0.00
							TOTAL:		\$22.15	\$0.00	\$22.15	\$0.00
						BLUE RIDGE FIRE	TAX		\$4.43	\$0.00	\$4.43	\$0.00
							TOTAL:		\$26.58	\$0.00	\$26.58	\$0.00
ABSTRACT TOTAL: \$151.72												
MF LEASING COMPANY, LLC	0003097562-2019-2019-0000	BUSINESS SUBMITTED CORRECTED LISTING FORM AFTER BEING DISCOVERED. ABSTRACT VOIDED FOR 2019 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES.	(\$18,456)	6661	KDECKARD	418 E PRINCE RD HENDERSONVILLE NC 28792	COUNTY	TAX	\$103.54	\$0.00	\$103.54	\$0.00
								LATE LIST FEE	\$10.35	\$0.00	\$10.35	\$0.00
							TOTAL:		\$23.99	\$0.00	\$23.99	\$0.00
						BLUE RIDGE FIRE	TAX		\$2.40	\$0.00	\$2.40	\$0.00
							TOTAL:		\$26.39	\$0.00	\$26.39	\$0.00
ABSTRACT TOTAL: \$140.28												
MUNIZ, GEORGE PHILLIP	0003096903-2019-2019-0001	2019 APPEAL OF TRAILER. VALUE REDUCED PER RESEARCH COMPLETED.	(\$4,750)	6685	KDECKARD	7 N HUDSON LN FLETCHER NC 28732	COUNTY	TAX	\$36.47	\$0.00	\$36.47	\$0.00
								LATE LIST FEE	\$3.65	\$0.00	\$3.65	\$0.00
							TOTAL:		\$29.31	\$0.00	\$29.31	\$0.00
OWNER TOTAL: \$292.00												
MUNIZ, GEORGE PHILLIP	0002983785-2019-2019-0000	WATERCRAFT IS PERMANENTLY LOCATED IN SOUTH CAROLINA.	(\$4,750)	6679	DTUCKER	207 STONEY MOUNTAIN RD HENDERSONVILLE NC 28791	COUNTY	TAX	\$353.64	\$0.00	\$353.64	\$0.00
								LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
							TOTAL:		\$29.31	\$0.00	\$29.31	\$0.00
OWNER TOTAL: \$293.31												
QUINNS SEPTIC AND GRADING	0003094558-2018-2016-0000	BUSINESS LOCATED IN SOUTH CAROLINA. ABSTRACT VOIDED FOR 2016.	(\$63,037)	6691	HSALTER	319 WALNUT COVE RD HENDERSONVILLE NC 28739	COUNTY	TAX	\$594.10	\$0.00	\$594.10	\$0.00
								LATE LIST FEE	\$178.23	\$0.00	\$178.23	\$0.00
							TOTAL:		\$99.89	\$0.00	\$99.89	\$0.00
						VALLEY HILL FIRE	TAX		\$29.97	\$0.00	\$29.97	\$0.00
							TOTAL:		\$129.86	\$0.00	\$129.86	\$0.00
OWNER TOTAL: \$902.19												
QUINNS SEPTIC AND GRADING	0003094558-2018-2017-0000	BUSINESS LOCATED IN SOUTH CAROLINA. ABSTRACT VOIDED FOR 2017.	(\$105,150)	6692	HSALTER	319 WALNUT COVE RD HENDERSONVILLE NC 28739	COUNTY	TAX	\$594.10	\$0.00	\$594.10	\$0.00
								LATE LIST FEE	\$118.82	\$0.00	\$118.82	\$0.00
							TOTAL:		\$99.89	\$0.00	\$99.89	\$0.00
						VALLEY HILL FIRE	TAX		\$19.98	\$0.00	\$19.98	\$0.00
							TOTAL:		\$119.87	\$0.00	\$119.87	\$0.00
ABSTRACT TOTAL: \$832.79												

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	0003094558-2018-2018-0000	BUSINESS LOCATED IN SOUTH CAROLINA. ABSTRACT VOIDED FOR 2018.	(\$105,150)	6693	HSALTER	319 WALNUT COVE RD HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$594.10 \$59.41 \$653.51 \$99.89 \$9.99 \$109.88 \$763.39	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$594.10 \$59.41 \$653.51 \$99.89 \$9.99 \$109.88 \$763.39	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	0003094558-2019-2019-0000	BUSINESS LOCATED IN SOUTH CAROLINA. ABSTRACT VOIDED FOR 2019.	(\$126,180)	6694	HSALTER	319 WALNUT COVE RD HENDERSONVILLE NC 28739	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$707.87 \$70.79 \$778.66 \$126.18 \$12.62 \$138.80 \$917.46	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$707.87 \$70.79 \$778.66 \$126.18 \$12.62 \$138.80 \$917.46	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$441,630)</b>								<b>\$3,415.83</b>	<b>\$0.00</b>
RASCH, BRADLEY GENE	0003093276-2019-2019-0000	WATERCRAFT IS PERMANENTLY LOCATED IN SOUTH CAROLINA.	(\$7,483)	6672	KDECKARD	2332 LAUREL PARK HWY LAUREL PARK NC 28739	COUNTY	TAX LATE LIST FEE TOTAL:	\$41.98 \$4.20 \$46.18	\$0.00 \$0.00 \$0.00	\$41.98 \$4.20 \$46.18	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$7,483)</b>								<b>\$46.18</b>	<b>\$0.00</b>
RETTIG, STEPHANIE	0002445942-2019-2019-0000	2019 APPEAL OF MANUFACTURED HOME. AFTER A FIELD VISIT, VALUE REDUCED DUE TO CONDITION.	(\$8,000)	6673	ROINES	33 ALEX RAE LN FLAT ROCK NC 28731	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$393.82 \$39.38 \$433.20 \$91.26 \$9.13 \$11.44 \$60.81	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$393.82 \$39.38 \$433.20 \$91.26 \$9.13 \$11.44 \$60.81	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$8,000)</b>								<b>\$60.81</b>	<b>\$0.00</b>
SPALDING, BRIAN PATRICK	0003097616-2019-2019-0000	UTILITY TRAILER PERMANENTLY LOCATED IN TRANSYLVANIA COUNTY.	(\$1,777)	6662	DTUCKER	37 KORTNEY LYNN LN FLAT ROCK NC 28731	COUNTY	TAX LATE LIST FEE TOTAL: TAX LATE LIST FEE TOTAL:	\$9.97 \$1.00 \$10.97 \$2.31 \$0.23 \$2.54 \$13.51	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$9.97 \$1.00 \$10.97 \$2.31 \$0.23 \$2.54 \$13.51	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$1,777)</b>								<b>\$13.51</b>	<b>\$0.00</b>
TRACTOR SUPPLY CO	0002886060-2019-2019-0000	DUE TO CLERICAL ERROR, ABSTRACT VOIDED FOR 2019 AND WILL BE REBILLED TO REFLECT CORRECT BUSINESS PERSONAL PROPERTY VALUES.	(\$78,724)	6702	HSALTER	115 FOUR SEASONS MALL HENDERSONVILLE NC 28792	COUNTY	TAX LATE LIST FEE TOTAL:	\$441.64 \$0.00 \$441.64	\$0.00 \$0.00 \$0.00	\$441.64 \$0.00 \$441.64	\$0.00 \$0.00 \$0.00
	<b>OWNER TOTAL:</b>		<b>(\$78,724)</b>								<b>\$441.64</b>	<b>\$0.00</b>
<b>GRAND TOTALS:</b>			<b>(\$1,114,761)</b>								<b>\$8,073.64</b>	<b>\$0.00</b>

\*Adjustments submitted for approval on or before

10/21/19

RE: William Nicholas Pryor

Abstract number 36712657

Refund approval for Registered Motor Vehicle Tag Turn In

Mr. Pryor turned in a tag on a registered motor vehicle on 7/29/19. The tag had an expiration date of 4/30/20, therefore creating a refund of tax due to Mr. Pryor. Mr. Pryor provided the Receipt for Plate and/or Sticker issued by the North Carolina Division of Motor Vehicles.

A refund of tax in the amount of \$1056.98 is due to Mr. Pryor. The Henderson County Assessor's Office requests approval to authorize the refund of tax to be generated for Mr. Pryor. Thank you.

## LEASE AGREEMENT

THIS LEASE (this "Lease") is dated this 8th day of October, 2019, between the County of Henderson, a body corporate and politic of North Carolina of 1 Historic Courthouse Square, Hendersonville, NC 28792, Telephone: (828) 697-4884 (the "Landlord"), and Hola Community Arts, a North Carolina non-profit corporation whose address during the term of this agreement shall be 801 Fourth Avenue East, Suite 1, Hendersonville, NC 28792 (the "Tenant").

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### *Basic Terms*

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

- a. Landlord: County of Henderson, a body corporate and politic of North Carolina.
- b. Landlord's Address: 1 Historic Courthouse Square, Hendersonville, NC 28792
- c. Tenant: Hola Community Arts, a North Carolina non-profit corporation
- d. Tenant's Address: 801 Fourth Avenue East, Suite 1, Hendersonville, NC 28792
- e. Commencement Date of Lease: October 8, 2019
- f. Rent:
  - (1) Leasehold improvements (described in Paragraph 23, below);
  - (2) One (1) full-page advertisement in Hola Carolina magazine per month for Henderson County Parks and Recreation Department, each month this lease (and any renewal thereof) is in effect;
  - (3) bilingual outreach support at six Landlord (Henderson County Parks and Recreation Department) events per year for Henderson County Parks and Recreation Department, each year this lease (and any renewal thereof) is in effect; and,
  - (4) translation of Henderson County Parks and Recreation Department documents into Spanish as requested by Landlord.

### *Definitions*

2. When used in this Lease, the following expressions will have the meanings indicated:
- a. "Premises" means that part of the building and facilities from time to time located at 801 Fourth Avenue East, Suite 1, Hendersonville, NC 28792, as shown on the attached diagram;
  - b. "Common Areas and Facilities" mean:
    - (1) those portions of the building in which the Premises is located which are not designated or intended by the Landlord to be leased to Tenant, including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
    - (2) those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

### *Leased Premises*

3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Office space, meeting space, and use for Visual Arts, Gallery Exhibitions, Events, Performances, and Educational Classes. However, Tenant will not permit use of the space for political (partisan or non-partisan) purposes (as noted below).

4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

5. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.

6. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.

7. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.

8. Subject to this Lease, the Tenant and its employees, customers and invitees will have the nonexclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

#### *Term*

9. The term of the Lease commences at 12:00 noon on October 8, 2019 and ends at 12:00 noon on June 30, 2020 (the "Term").

10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease and any renewals thereof as specified herein, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

#### *Rent*

11. Subject to the provisions of this Lease, the Tenant will pay the rent specified in 1.f., above, without setoff, abatement or deduction.

12. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

#### *Use and Occupation*

13. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term and any renewals thereof, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

14. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

#### *Quiet Enjoyment*

15. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

#### *Default*

16. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

17. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and

correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

#### *Inspections and the Landlord's Right to Enter*

18. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.

19. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

20. The Landlord may inspect the Tenant's goods on the Premises and the Tenant's records relating to those goods during normal business hours, with at least five (5) days' written notice, to identify the nature of the goods, compliance with this Lease, or compliance with any laws, regulations, or other rules.

#### *Renewal of Lease*

21. Upon giving written notice no later than 90 days before the expiration of the term (or renewal term) of this Lease, and with the express agreement of the Board of Commissioners of Henderson County, the Tenant may renew this Lease for one additional year (that is, the renewal term (and any subsequent renewal terms) would begin on July 1, and end on June 30). The Tenant may exercise this annual renewal up to four (4) times, each time subject to Board of Commissioners' approval, such that the entire tenancy under this lease could extend for five (5) years.

#### *Tenant Improvements*

22. The Tenant may make the leasehold improvements to the Premises, valued at \$10,000.00, including the following:

- a. Deep cleaning and pest control of the entire house.
- b. Gallery Lighting and additional electrical requirements (1st Floor Main Room, Entrance and 2X Small Rooms).
- c. Audio/Video Installation (1st Floor Main Room)
- d. Removal of existing reception desk and carpet (1st Floor Small Entrance Room)
- e. Flooring Restoration (1st Floor Main Room, Entrance and 2X Small Rooms)
- f. Cosmetic Improvements, such as wall repair, paint, trim, etc.
- g. Removal of wood stove (1st Floor Main Room)
- h. Decorative Improvements, such as window treatments, fixtures, etc. (1st Floor Main Room, Entrance and 2X Small Rooms).

In addition, the Tenant may made such other leasehold improvements to the Premises as the Landlord may agree.

23. The actual cost of Tenant Improvements (up to a maximum cost of \$10,000.00) may be reimbursed on a prorated basis (with a proration period of five years) if the Landlord does not approve any requested renewal of this lease by the Tenant. By way of example, if after year three (i.e., after the first Term plus two one-year renewals) the renewal for year four is not approved, forty percent of the actual cost of the Tenant Improvements would be reimbursed to the Tenant, such that if the cost of the Tenant Improvements was the \$10,000.00 maximum, \$4,000.00 would be reimbursed. In the case, however, where either the Lease is abandoned by the Tenant or no renewal is requested by the Tenant, then the Tenant shall not be entitled to any reimbursement of the actual cost of Tenant Improvements.

#### *Utilities and Other Costs*

24. The Landlord is responsible for the payment of the following utilities and other charges only in relation to the Premises: electricity, natural gas, water and sewer.

25. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: telephone, internet and cable television.



*Signs*

26. The Tenant may erect, install and maintain a sign of a kind and size in a location as first approved in writing by the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

*Insurance for Tenant's Property*

27. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

*Tenant's Insurance*

28. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of North Carolina comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$1,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

29. The Tenant's policies of insurance hereinbefore referred to will contain the following:

- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
  - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
  - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord;
- and
- d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.

*Landlord's Insurance*

30. The Landlord will maintain and keep or cause to be kept in full force and effect during the whole of the Term:

- a. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
- b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and
- c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.

31. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

*Abandonment*

32. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term.

*Subordination and Attornment*

part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

34. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.

35. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

*Tenant's Indemnity*

36. The Tenant will and does hereby indemnify and save harmless the Landlord, or any other person claiming through or under the Landlord, of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, including any losses caused, or contributed to by, any trespasser while that trespasser is in or about the Building.

*Governing Law*

37. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of North Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

*Severability*

38. If there is a conflict between any provision of this Lease and the applicable legislation of the State of North Carolina (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

39. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

*Amendment of Lease*

40. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

*Assignment and Subletting*

41. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

*Use of Premises*

42. The Landlord is a governmental body, and does not desire to allow the premises to become a public forum or a limited public forum for any purposes. Tenant agrees that it will not permit the use of the property (1) for political purposes (either partisan or non-partisan), including education regarding existing or potential political issues; (2) for purposes not permitted for a corporation permitted to receive charitable donations pursuant to Section 501(c)(3) of the Internal Revenue Code as it may be amended; (3) for purposes not permitted for a non-profit corporation existing under the laws of North Carolina.

43. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

44. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other user of the Premises.

*Surrender of Premises*

45. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

*No Waiver*

46. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

*Remedies Cumulative*

47. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

*General Provisions*

48. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonable require to facilitate these inquiries.

49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

52. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

53. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

54. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

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**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Lease the 8<sup>th</sup> day of October, 2019.

COUNTY OF HENDERSON

By:   
STEVE WYATT, County Manager

Attest:

  
TERESA WILSON  
Clerk to the Board of Commissioners

HOLA COMMUNITY ARTS

By: \_\_\_\_\_  
ADRIANA CHAVELA, President

Attest:

\_\_\_\_\_  
RONALD STAMEY  
Corporate Secretary

# HENDERSON COUNTY BOARD OF COMMISSIONERS

1 Historic Courthouse Square, Suite #1  
Hendersonville, NC 28792  
Phone (828) 697-4808 • Fax (828) 692-9855  
[www.hendersoncountync.org](http://www.hendersoncountync.org)

GRADY HAWKINS  
Chairman  
WILLIAM LAPSLEY  
Vice-Chairman

CHARLIE MESSER  
J. MICHAEL EDNEY  
REBECCA MCCALL

## PROCLAMATION

### November – National Homeless Youth Awareness Month

- WHEREAS,** the month of November is designated as National Homeless Youth Awareness Month; and
- WHEREAS,** this designation was declared by the U. S. House and Senate in 2007 and serves as an outlet to increase public awareness of an ongoing issue occurring in every city across the United States; and
- WHEREAS,** the nation's public schools report between 1.3 and 1.7 million homeless students grades pre-k through 12th grade; and
- WHEREAS,** we realize that adolescents become homeless, becoming separated from their caregivers and homes for various reasons, often putting them in precarious situations; and that school is often the most safe and stable environment for these youth; and
- WHEREAS,** we recognize in Henderson County that roughly 2.5 percent of our youth are identified as homeless; and
- WHEREAS,** Only Home WNC, Inc. is a local non-profit whose mission is to promote the value of education, honor individuality and diversity, nurture respect for self and others, and provide hope for young people in need in the community; and
- WHEREAS,** Only Hope WNC, Inc. will be hosting a sleep out on November 8 - November 9 at the Historic Courthouse on Main Street in Downtown Hendersonville in an effort to draw attention and support for youth homelessness; and
- WHEREAS,** an effort is being made by the board members of Only Hope WNC, Inc. to raise community-wide awareness of homeless youth in Henderson County;

**NOW, THEREFORE, BE IT RESOLVED,** that we, the Henderson County Board of Commissioners, do hereby proclaim November 2019 as "Homeless Youth Awareness Month" in Henderson County, and applaud the efforts of those who serve and help fight youth homelessness in Henderson County.

Adopted this the 4<sup>th</sup> day of November, 2019.

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

ATTEST:

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

# HENDERSON COUNTY BOARD OF COMMISSIONERS

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WILLIAM LAPSLEY  
Vice-Chairman

CHARLIE MESSER  
J. MICHAEL EDNEY  
REBECCA MCCALL

## **RESOLUTION - IN SUPPORT OF FUNDING TO MEET THE MENTAL HEALTH, INTELLECTUAL/ DEVELOPMENTAL DISABILITIES, AND SUBSTANCE USE DISORDER SERVICE NEEDS OF THE CITIZENS OF HENDERSON COUNTY**

- WHEREAS,** Henderson County recognizes that, with appropriate services and supports, individuals with mental health and substance use disorders can achieve recovery; and
- WHEREAS,** Henderson County further recognizes that individuals with intellectual/ developmental disabilities (“IDD”) can live productive lives in the homes and communities of their choice; and
- WHEREAS,** the amount of resources needed for mental health, substance use disorder and IDD services and supports is increasing due to North Carolina’s increasing population; and
- WHEREAS,** Henderson County is a member of Vaya Health, a public Local Management Entity/ Managed Care Organization (“LME/MCO”) responsible for management and oversight of publicly-funded mental health, substance use disorder and IDD services for over 270,000 Medicaid-covered and uninsured individuals across twenty-two (22) western North Carolina counties (the “Catchment Area”); and
- WHEREAS,** consistent with the goals of the 1915(b)/(c) Medicaid Waiver expansion, the Vaya Health Board of Directors developed a comprehensive reinvestment plan beginning in SFY 2015-16 as part of a focused effort to reduce unnecessary emergency department admissions, divert people from incarceration and institutionalization, combat the opioid epidemic, and support county Departments of Social Services; and
- WHEREAS,** Vaya has already reinvested \$18.5 million of its Medicaid savings in a broad array of initiatives designed to directly address the needs of the citizens of Henderson County, including but not limited to expanding Facility Based Crisis and Behavioral Health Urgent Care services, implementing an innovative evidenced-based service to support children aging out of the foster care system, distributing opioid overdose reversal kits, increasing provider rates and expanding Medication Assisted Treatment; and
- WHEREAS,** State funding for North Carolina's behavioral healthcare system has been inconsistent and inadequate for more than 17 years since mental health reform legislation was passed by the North Carolina General Assembly in 2001; and

**WHEREAS,** the North Carolina General Assembly has reduced State funding for behavioral health services (known as single-stream funding) by more than \$458 million statewide over the past four years, including more than \$48 million in cuts to single-stream funding to Vaya alone, while requiring Vaya and other LME/MCOs to continue offering the same level of State-funded services as before such reductions; and

**WHEREAS,** if the proposed \$9 million single-stream reduction in the pending State budget is passed into law, the General Assembly will have cut \$57 million in single-stream funding from Vaya; and

**WHEREAS,** despite these significant single-stream funding reductions, Vaya has continued serving the uninsured and underinsured using remaining State funds and Medicaid savings that were intended to be used for implementing its reinvestment plan; and

**WHEREAS,** such continued reductions have forced Vaya to eliminate, or halt work on, items from its reinvestment plan; and

**WHEREAS,** Henderson County has continued to fund Vaya with County dollars to supplement services to our residents, but we are concerned that additional reductions in behavioral health funding by the State may increase the need for the local allocation and place additional strain on local hospitals, Emergency Medical Services, jails, housing, and other social service resources.

**NOW, THEREFORE, BE IT RESOLVED,** that we, the Henderson County Board of Commissioners, do hereby request that the North Carolina General Assembly:

- Stop cutting Vaya Health's State single-stream funding so that such funds can be utilized to strengthen access to healthcare services for the mental health, intellectual/ developmental disabilities, and substance use disorder needs of uninsured and underinsured Henderson County citizens; and
- Allow Vaya Health to build up its Medicaid savings so that Vaya can reinvest in services and supports for our communities rather than mandating that such funds be used to replace reduced State funding.

Adopted this the 4<sup>th</sup> day of November, 2019.

ATTEST:

  
Teresa L. Wilson  
TERESA L. WILSON, CLERK TO THE BOARD

Grady Hawkins  
GRADY HAWKINS, CHAIRMAN  
HENDERSON COUNTY BOARD OF COMMISSIONERS