CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792
Thursday, July 01, 2021 – 5:45 PM

AGENDA

1. **CALL TO ORDER**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

3. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

4. **CONSIDERATION OF AGENDA**

5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*

   A. Adoption of City Council Minutes – *Angela Reece, City Clerk*

   B. Special Event: Block Party on Main – *Lew Holloway, Community Development Director*

   C. HPD Project Change Order #013 Resolution & Budget Amendment– *Brian Pahle, Assistant City Manager*

   D. Settlement of Delinquent Taxes – *John Buchanan, Finance Director*

   E. Appoint Deputy Tax Collector and Charge with Collection of Delinquent Taxes

   F. Resolution Accepting S&ME Proposal for Construction Materials Testing, and Special Inspections in the Amount of $98,500 – *John Connet ,City Manager*

   G. Resolution Approving Design and Engineering Proposal for Downtown Parking Deck – *John Connet, City Manager*

   H. Amendment to Water and Sewer Customer Service-Billing Policy to Include Sewer Adjustment for Filling Pools – *John Buchanan, Finance Director*

   I. Approval of Reimbursement Resolution for the Fire Station 1 Project – *Adam Murr, Budget Manager*

   J. Resolution Accepting Proposal from Edifice General Contractors for the Construction Manager at Risk services for New Fire Station 1 – *Adam Murr, Budget Manager*

   K. Paid Family Leave Policy – *Jennifer Harrell, HR Director*

   L. Revision of the Personnel Policy -Addition of Paid Family Leave and Short- Term Disability Leave. Removing a statement about Workers' Compensation Leave – *Jennifer Harrell, HR Director*

M. Utility Extension Agreement for the Cottages at Hayes Mill – *Brent Detwiler, City Engineer*

N. Street Closure: 1804 Meadowbrook Terrace (Kirby Family) Resolution of Intent (P20-40-SC) – *Tyler Morrow, Planner II*

O. Stormwater Inventory and Assessment Phase 2 Contract Amendment Approval Withers Ravenel Inc.– *Michael Huffman, Stormwater Administrator*

P. Utility Extension Agreement for the Universal at Lakewood Development – *Brent Detwiler, City Engineer*

Q. Land of Sky Technical Service Assistance Agreement – *John Connet. City Manager*

R. Environmental Sustainability Board Charter and Rules of Procedure Amendment – *Angela Reece, City Clerk and Michael Huffman, Staff Liaison*

S. Summary Nuisance Abatement – *Angela S. Beeker, City Attorney*

T. Resolution by the City of Hendersonville City Council Authorizing the Engagement of Smith, Rodgers & Aldridge, Pllc for Legal Services Related to the City of Hendersonville Police Department –*Blair Myhand, Chief*

6. PRESENTATIONS

A. Resolution to Recognize Distinguished Service to the City of Hendersonville and Awarding of Service Side Arm and Badge – *Blair Myhand, Chief*

B. Annual Update from the Animal Services Advisory Committee – *Caroline Gunther, Chair*

7. PUBLIC HEARINGS

A. Street Closure Order for a portion of right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-855. (P21-32-SCL) – *Lew Holloway, Community Development Director*

8. UNFINISHED BUSINESS

9. NEW BUSINESS

A. Resolution of Proposed Acceptance of Negotiated Offer – *John Connet, City Manager*

B. Plastic Reduction Program Resolution – *Environmental Sustainability Board*

C. Resolution in Support of Fair & Impartial Redistricting Reform in NC

D. Resolution of Support for White Pine Villas Federal Tax Credit Application – *John Connet, City Manager*

E. Resolution of Support for Duncan Terrace Federal Tax Credit Application – *John Connet, City Manager*

10. CITY COUNCIL COMMENTS

11. CITY MANAGER REPORT - John F. Connet, City Manager

12. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Board & Commission Appointments – *Angela L. Reece, City Clerk*

13. ADJOURN

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or an accommodation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece **MEETING DATE:** July 1, 2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Adoption of City Council Minutes – *Angela Reece, City Clerk*

SUGGESTED MOTION(S):

I move that City Council adopt the minutes of the May 26, 2021, Second Monthly Meeting and the June 3, 2021 Regular Meeting as presented [or as amended].

SUMMARY:

The City Clerk has prepared minutes of the following meeting(s) for Council consideration:

i. May 26, 2021, Second Monthly Meeting
ii. June 3, 2021, Regular Meeting

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

i. May 26, 2021, Second Monthly Meeting (DRAFT)
ii. June 3, 2021, Regular Meeting (DRAFT)

MINUTES

May 26, 2021

SECOND MONTHLY MEETING OF THE CITY COUNCIL

CITY COUNCIL CHAMBERS – 2ND FLOOR, CITY HALL | 160 SIXTH AVE. E. 4:00 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro Tem Jerry Smith, and Council Members: Jeff Miller, Dr. Jennifer Hensley, and Lyndsey Simpson

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, City Attorney Angela Beeker, City Clerk Angela Reece, Communications Manager Allison Justus, and others

1. CALL TO ORDER

Mayor Volk called the meeting to order at 4:03 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. PRESENTATIONS

A. Public Access Television Funding Request – *Bruce Macdonald*

Mr. Bruce Macdonald addressed City Council presenting information regarding public access television. Mr. Macdonald outlined types of information that could be included on the channel such as emergency information and local news, education and distance learning, social and spiritual programming, and remote meetings and trainings. Mr. Macdonald outlined potential funding mechanisms included in the American Rescue Plan Act Funding for broadband. Mr. Macdonald asked for consideration of funding in the total amount of $332,000 to jumpstart a (PEG) Public, Educational, and Governmental Access Television channel in Henderson County and said the channel could be sustained with funding from the Video Programming Service Tax. Mr. Macdonald stated he will be visiting the other municipalities in the County to make requests for funding. Mr. Macdonald stated if funding is approved, the channel would be the only public access channel west of Charlotte. Council Member Jerry Smith clarified this channel could benefit small business as well as government. Council Member Dr. Jennifer Hensley stated she is supportive of having the channel for public education and outreach.

B. Dark Sky Ordinance Presentation- *Matthew Manley, Planning Manager*

Planning Manager Matthew Manley addressed City Council presenting information regarding Dark Sky lighting and outlined options for consideration. Daniel Caton, Professor and Observatory Director at Appalachian State University addressed City Council discussing possible improvements to lighting and light fixtures. Professor Caton stated the worst type of fixture are floodlights and said a better fixture would be a shoebox type fixture and provided photo illustrations of area businesses who renovated using these types of fixtures. Professor Caton discussed new technologies such as Phosphor Converted Amber (PCA) LED's which convert lighting to a lower Kelvin color spectrum. He discussed health concerns stating lighting is correlated to melatonin production in the body. He provided Light to Protect the Night – five principles for responsible outdoor lighting information and encouraged everyone to visit darksky.org to obtain more information.

Planning Manager, Matthew Manley presented information regarding a proposed zoning text amendment for Dark Sky and said currently there is no way to review, measure or to enforce a specific outcome under the current standards. Mr. Manley stated a Dark Sky Subcommittee of the Planning Board was formed and tasked with comparing various lighting ordinances from regional and national jurisdictions and said they have utilized the Model Lighting Ordinance (MLO)created by the Illuminating Engineering Society in conjunction with the International Dark Sky Association as the basis for proposed lighting ordinance and tailored it to fit the needs of the City of Hendersonville.

Planner Tyler Morrow discussed creation of lighting zones stating the Committee considered the nature of zoning and development within the zones to make recommendations which correlate with different lumens allowed in each zone.

Planning Manager, Matthew Manley discussed Backlight, Up-light, Glare (BUG) ratings explaining the ratings were developed by the Illuminating Engineering Society in conjunction with the International Dark Sky Association and are used to calculate the light escaping in unwanted directions

DRAFT

from an outdoor light fixture. Mr. Manley stated in their efforts to replace the original "cutoff" system, which applied solely for street lighting, the BUG rating is a comprehensive system for all outdoor lighting and said although there are multiple variables to consider, including site, application, and how the luminaire is installed, BUG ratings serve as a measurement tool to determine the appropriate commercial outdoor lighting for certain applications. Mr. Manley stated the Committee recommended ratings based on these standards and noted that every lighting fixture has a BUG rating so it is additional information a developer would not have to supply.

Council Member Jerry Smith clarified applicants would be required to meet factors such as pole height, distance, orientation and total amount of lumens allowed for the site under this proposed structure. After much discussion City Council members directed staff to proceed with recommendations for commercial and multi-family residential (9 units or larger) and agreed to revisit single family residential at a later date. City Attorney Angie Beeker stated the addition of standards in the nuisance ordinance under the police power ordinance would be a way to enforce for existing residential zoning.

The Dark Sky Subcommittee will be speaking with other committees and stakeholders and bring back more information to City Council for additional consideration.

C. Update and Discussion Regarding Construction of new Fire Station 1 – *John Connet, City Manager, Brian Pahle, Assistant City Manager, and James Miller, Fire Chief*

Keith Carlyon with ADW Architects addressed City Council providing information regarding construction of new Fire Station 1. City Manager John Connet discussed the following 4 options:

1. Renovate and add space for Fire Department operations and administration on the current site.

Square Footage:		Total Estimated Project Costs: $7,081,801
Existing Bldg. 9,854 Sq. Ft.	Construction Cost Total:	
New Addition. 8,366 Sq. Ft.	$5,901,501	
Total 18,220 Sq. Ft.	Soft Costs: $1,180,300	

2. Renovate and add space for Fire Department operations only on the current site.

Square Footage:		Total Estimated Project Costs: $4,506,726
Existing Bldg. 9,854 Sq. Ft.	Construction Cost Total:	
New Addition. 1,862 Sq. Ft.	$3,787,164	
Total 11,716 Sq. Ft.	Soft Costs: $719,561	

3. Demolish existing building and build new building that includes Fire Department operations and administration on the current site.

Square Footage:	Construction Cost Total:	Total Estimated Project Costs: $7,664,513
18,200 Sq. Ft.	$6,495,350	
	Soft Costs: $1,169,163	

4. Demolish existing building and build new building that includes Fire Department operations only on the current site.

Square Footage:	Construction Cost Total:	Total Estimated Project Costs: $6,664,513
14,000 Sq. Ft.	$5,436,650	
	Soft Costs: $978,588	

Mr. Carlyon discussed design renderings presented by the architect for traditional, transitional, and contemporary and asked Council for feedback on design preference. City Council Member Jerry Smith suggested using the historic Stilwell building at Hendersonville High School for design elements and Council Member Hensley agreed. Council Member Jeff Miller expressed interest in preserving the fire pole. Fire Chief D. James Miller expressed interest in incorporating 125 years of fire service into the new design.

DRAFT

City Manager John Connet discussed the next steps in the process and stated there is a real advantage in going with a construction manager to allow bidding for materials now due to the market facing shortages.

Council Member Jerry Smith clarified the process would take 8 months at most to begin construction. Council Member Dr. Jennifer Hensley inquired regarding construction of Fire Station 3 first, due to population projections and Council Member Smith clarified that the population density was not great enough to justify having a station in that location at that time. City Manager Connet commended Fire Department staff with planning of interim location and said this will allow staff to test the demand on the south side while in a temporary location. Fire Chief Miller welcomed the opportunity to build two stations but said in order for a new station 3 to operate it would need to be significantly larger to accommodate 11 staff members while station 1 is being built and said spreading forces about the city during construction would provide an opportunity to gather factual numbers about cost effectiveness and response times to south side while being financially prudent. Chief Miller further clarified a temporary building can be purchased and then relocated and repurposed for another use.

3. ADJOURN

There being no further discussion, the meeting was adjourned at 6:02 p.m. upon unanimous assent of the Council.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
Angela L. Reece, City Clerk

DRAFT

MINUTES

June 3, 2021

REGULAR MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 5:45 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro Tem Jerry Smith and Council Members: Jeff Miller, Dr. Jennifer Hensley and Lyndsey Simpson

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, City Attorney Angela Beeker, City Clerk Angela Reece, Communications Manager Allison Justus, and others

1. CALL TO ORDER

Mayor Volk called the meeting to order at 5:45 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The City Council observed a moment of silence for prayer or reflection followed by the Pledge of Allegiance to the Flag.

3. PUBLIC COMMENT *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

Indián Jackson of 11 Mountain Rd. addressed City Council expressing thanking Council Members for their support and of the issuance of the Juneteenth Proclamation. Ms. Jackson invited everyone to celebrate African American Culture.

Phillip Ellis of 119 Patton St. addressed City Council expressing support of the stormwater utility ordinance and encouraged its passage.

Gray Jernigan of Mountain True, 121 Third Ave. West addressed City Council in support of the stormwater utility ordinance, fee structure and credit policy and encouraged its passage.

Barbara Hughes 408 N. Main St. addressed City Council in support of the Chalk it Up contest and invited everyone to participate on July 17th.

Ken Fitch of 1046 Patton St. addressed City Council electronically via Zoom software expressing concerns of the exchange of certain property and stated the Berkeley Park Ball Field is a historic marker and place of significance. Mr. Fitch requested a provision be added to the contract that the stadium grandstand be preserved within the guidelines and treatment of historic properties.

4. CONSIDERATION OF AGENDA

City Manager John Connet announced two public hearing items will not be heard and were not placed on the Council's agenda. City Manager Connet stated the Conditional Zoning District Amendment for West Ave. Villas and Local Landmark Designation for the Grey Mill Parking Lot & Common Space will be readvertised for a later date.

Council Member Jeff Miller moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

5. CONSENT AGENDA

A. Adoption of City Council Minutes – *Angela Reece, City Clerk*

I move that move that City Council adopt the minutes of the April 28, 2021, Second Monthly Meeting, May 6, 2021 Regular Meeting, and May 7, 2021 Special Call Budget Workshop Meeting as presented.

B. Budget Amendments: March FY20-21 – *Adam Murr, Senior Analyst*

I move that City Council approve budget amendments 06032021-01, 06032021-02, 06032021-03, 06032021-04, 06032021-05, and 06032021-06, as presented.

DRAFT

C. Special Event: July Fourth Festival and Fireworks – *Lew Holloway, Community Development Director*

I move that City Council resolve to approve the special event permit for the July Fourth Celebration.

D. Technology Strategic Plan – *Brian Pahle, Assistant City Manager*

I move that City Council adopt the Resolution by the City of Hendersonville City Council to Adopt the Hendersonville Technology Strategic Plan as presented.

Resolution #R-21-36

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE HENDERSONVILLE TECHNOLOGY STRATEGIC PLAN

WHEREAS, the City of Hendersonville Technology Committee has completed a strategic planning process;

WHEREAS, this planning process resulted in a strategic plan to guide the City in its future information technology endeavors for the next three (3) to five (5) years; and

WHEREAS, it is a responsible and proactive approach to pursue strategic planning processes to guide future decisions and initiatives; and

WHEREAS, staff and the Technology Committee will work to advance this plan through an annual workplan;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville Technology Strategic Plan is adopted as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

E. Grant Funding for American Rescue Plan – *Brian Pahle, Assistant City Manager*

I move that City Council adopt a resolution: (1) accepting American Rescue Plan grant funds from the State government of North Carolina, and (2) authorizing the City Manager to execute agreements and expend American Rescue Plan funds on behalf of the City Council.

Resolution #R-21-37

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS AND EXPEND AMERICAN RESCUE PLAN FUNDS ON BEHALF OF THE CITY COUNCIL

WHEREAS, the North Carolina General Assembly has enacted Chapter 160A of the North Carolina General Statutes; and

WHEREAS, NCGS 160A-17.1 authorizes local governments to make contracts for and to accept grants-in-aid and loans from the federal and State governments and their agencies for constructing, expanding, maintaining, and operating any project or facility, or performing any function, which such city or county may be authorized by general law or local act to provide or perform; and

WHEREAS, the City Council may delegate authority to the City Manager or another employee to execute any necessary agreements on behalf of the City Council; and

WHEREAS, American Rescue Plan funds will remain available through December 31, 2024; and

WHEREAS, the City is carefully considering how to best appropriate the grant funds for maximum benefit to the community; and

WHEREAS, there are certain conditions imposed on the allowable expenditure of grant funds, limiting expenditures to areas including: public health, addressing negative economic impacts, replacing lost revenues, providing premium pay for essential workers, and investing in water, sewer, and broadband infrastructure;

DRAFT

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville accepts the ARP funds granted by the State government of North Carolina and agrees to comply with conditions imposed by the grant, and applicable federal, state and laws in carrying out the grant.
2. Except where prohibited by ARP grant requirements, or state or federal laws, the City Manager is authorized to make and enter into contracts on behalf of the City to expend the grant funds received for the following:
    a. Projects authorized by City Council through the adoption of a capital project ordinance;
    b. Special appropriations to third party entities carrying out a public purpose in amounts as directed by City Council;
    c. As otherwise directed or authorized by a vote of the City Council.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

F. Grant Project Ordinance for the American Rescue Plan Project – *Adam Murr, Sr. Analyst*

I move that City Council adopt a grant project ordinance for the American Rescue Plan Project authorizing $1,400,000 for City Council Special Appropriations and $2,741,000 for transfers to projects and initiatives meeting legal requirements for funds.

Grant Project Ordinance #O-21-18

**GRANT PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE AMERICAN RESCUE PLAN PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the American Rescue Plan Project.

Section 2: The project will be complete in accordance with the requirements set by the American Rescue Act of 2021 grant requirements and all relevant North Carolina state statutes.

Section 3: The following amounts are appropriated for the project:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1002	540001	G2101	Council Special Appropriations	$ 1,400,000
301	1002	598901	G2101	Transfers Out	$ 2,741,000
				Total Project Appropriation	**$4,141,000**

Section 4: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2101	Grant Revenue	$4,141,000
				Total Project Revenue	**$4,141,000**

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

DRAFT

Section 6: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 8: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

G. Fleetwood Infrastructure Improvement Project Ordinance – *Brian Pahle, Assistant City Manager*

I move that the City Council approve the attached resolution authorizing the Public Works Director to execute a rental agreement with the Girls Scouts Carolina Peaks to Piedmont Council for use of a specific area of the Whitmire Center.

Grant Project Ordinance #O-21-19

**CAPITAL PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE
FLEETWOOD INFRASTRUCTURE IMPROVEMENT PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the Fleetwood Infrastructure Improvement Project.

Section 2: The following amounts are appropriated for the projects:

Account Codes				**Account Name**	**Total Budget**
Fund	Dept.	Account	Project		
460	7055	550103	21012	Capital Outlay CIP	$1,400,000
				Total Project Appropriation	**$1,400,000**

Section 3: The following revenues are anticipated to be available via grant proceeds:

PROJECT TO BE FUNDED USING $1,400,000 OF EXISTING RESERVES AND TRANSFERS IN

Section 4: The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

DRAFT

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

H. Laurel Park Automated Meter Infrastructure Project – *Brian Pahle, Assistant City Manager*

I move that City Council adopt the Capital Project Ordinance for the Execution, Acquisition, Construction and Installation of the Laurel Park Automated Meter Infrastructure Project.

Ordinance #O-21-20

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE LAUREL PARK AUTOMATED METER INFRASTRUCTURE PROJECT

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the Laurel Park Automated Meter Infrastructure Project.

Section 2: The following amounts are appropriated for the projects:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7055	550103	20011	Capital Outlay CIP	$300,000
460	7055	550102	20011	Capital Outlay Services and Fees	$100,000
				Total Project Appropriation	**$ 400,000**

Section 3: The following revenues are anticipated to be for the project:

PROJECT TO BE FUNDED USING $400,000 OF EXISTING RESERVES AND TRANSFERS IN

Section 4: The Finance Director is hereby directed to maintain within the grant project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

I. FS#1 RFQ Construction Manager At Risk Selection – *Adam Murr, Sr. Analyst*

I move to adopt the Resolution directing the City Manager to negotiate a contract with Edifice General Contractors to provide construction manager at risk services, based on their review as most qualified

firm to perform the work, and authorize the City Manager to negotiate with the next most qualified firm, based on the presented rankings, if the initial negotiations fail.

Resolution #R-21-38

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH A SELECTED FIRM FOR THE FIRE STATION 1 AND PARK PROJECT

WHEREAS, the City of Hendersonville advertised a request for qualifications for construction manager at risk services for a Fire Station #1 and Park Project and;

WHEREAS, Edifice General Contractors was determined to have the highest aggregate score and was most frequently ranked as the highest firm by each reviewer; and

WHEREAS, firms Samet Corporation and Bobbitt were the next highest ranking firms, in order; and

WHEREAS, the City has completed appropriate due diligence work by contacting references for each of the top three scoring firms; and

WHEREAS, the City Council may authorize the City Manager to complete contract negotiations on the behalf of City Council for construction manager at risk services; and

WHEREAS, a contract for service is still to be established;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Manager is authorized to negotiate a contract for construction manager at risk services with Edifice General Contractors on behalf of City Council.
2. If negotiations fail, the City Manager is authorized to negotiate a contract with the next most qualified responsive firms, based on the rankings provided in the attached request for qualifications evaluation sheet.
3. The final negotiated agreement shall be presented to City Council for its approval.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

J. Street Closure: A portion of right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-855. Resolution of Intent (P21-32-SCL) – *Matthew Manley, Planning Manager*

I move that City Council adopt the Resolution of Intent to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN 9568-86-855 as petitioned by Ron & Maryann Merker and setting the public hearing for July 1st 2021.

Resolution #R-21-39

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO CLOSE A PORTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN THE INTERSECTION OF E. BARNWELL STREET AND S. GROVE STREET LOCATED ADJACENT TO PIN 9568-86-8555

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, Ronald and Maryann Merker, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN of 9568-86-855; and

DRAFT

WHEREAS, Ron P. Merker and wife, Maryann Merker granted a Deed for Highway Right-of-Way to the North Carolina Dept. of Transportation (NCDOT) pursuant to that deed recorded in the Henderson County Registry in Deed Book 1362 at page 430; and

WHEREAS, NCDOT has previously abandoned maintenance of the subject portion of the right-of-way requested for closure, but has not yet abandoned the right of way; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 1st day of July 2021, in the Assembly Room of the City Operations Building at 305 Williams St to consider closing a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-8555. Persons shall be allowed to attend and comment in person or via Zoom at the following address:

https://zoom.us/j/95746846396?pwd=YmlXdXdHcjRFVlM2VElqcEVwT1ZLZz09#success

Dial-in by phone: (646) 558-8656
Meeting ID: 957 4684 6396
Passcode: 28792

Written comments may be submitted prior to the public hearing on the City's webpage at www.hendersonvillenc.gov/public-comment or directly to the City Clerk, Angela Reece, areece@hvlnc.gov 160 6th Ave East, Hendersonville, NC 28792.

2. The legal description for the portion of the subject right-of-way proposed for closing is as follows:

Beginning on a new iron pin, said iron pin being located S83°40'00" E 24.33 feet and S 28°20'51" E 9.25 feet from a drill hole in concrete shown on SLIDE 9962 and being the North West corner of D.B. 657, PG. 805. From said beginning point along the edge of the existing asphalt parking area the following 10 calls: S71°52'15"E 5.04 feet to a new iron pin, thence S57°29'14"E 22.90 feet to a new iron pin, thence S42°56'51"E 7.90 feet to a new iron pin, thence S36°22'19"E 12.17 feet to a new iron pin, thence S27°16'58"E 14.42 feet to a new iron pin, thence S12°25'57"E 46.11 feet to a new iron pin, thence S18°45'11"E 9.40 feet to a new iron pin, thence S31°06'02"E 7.40 feet to a new iron pin, thence S55°25'17"E 5.81 feet to a new iron pin, thence S22°54'45"E 31.39 feet to an existing 5/8" iron pin. Thence N32°32'37"W 36.24 feet to a point, thence N31°37'17"W 21.09 feet to a point, thence N28°20'51"W 92.22 feet to a point, thence N28°20'51"W 5.79 feet to the point and place of beginning. Containing 0.034 Acres (1462.5 sq. ft) and being a portion of the right of way of the southwest side of the intersection of E Barnwell Street and S Grove Street.

The above-described portion of S. Grove St & E. Barnwell St right-of-way to be closed will also be shown on a plat to be recorded in the Henderson County Registry if approved by City Council.

3. At the close of the public hearing, it is the intent of City Council to close the proposed portion of the subject right-of-way, said closure to be effective upon the consent of the NCDOT to said closure.

4. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.

5. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.

6. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two places along the portion of S. Grove St. and E. Barnwell St. proposed for closure as required by NC General Statute 160A-299.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

K. Utility Extension Agreement for the Arcadia Views Development – *Brent Detwiler, City Engineer*

I move that City Council adopt the Resolution to authorize the City Manager to execute the Utility Extension Agreement for the Arcadia Views Development as presented and recommended by staff.

Resolution #R-21-40

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH WXZ RESIDENTIAL GROUP/ARCADIA ONE, LLC FOR THE ARCADIA VIEWS DEVELOPMENT

WHEREAS, the City of Hendersonville owns, operates and maintains water distribution and sewer collection systems to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water and sewer service as a part of their development projects; and

WHEREAS, the Developer extends public water and sewer lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water and sewer line extension process; and

WHEREAS, WXZ Residential Group/Arcadia One, LLC, the "Developer" and "Owner" will enter into a Utility Extension Agreement with the City to provide water service to the Arcadia Views Development.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The Utility Extension Agreement with WXZ Residential Group/Arcadia One, LLC, the "Developer" and "Owner" to provide water and sewer service to the Arcadia Views Development (the "Agreement") is approved as presented.
2. City Manager is authorized to execute the Agreement on behalf of the City of Hendersonville.
3. The City Manager is authorized to approve and execute any amendments to the Agreement as may be requested by the Developer or Owner in the future, provided such amendments do not impose any new financial obligations on the party of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

L. Clear Creek Greenway (BL-0008) – NCDOT Grant Agreement -*Brent Detwiler, City Engineer*

I move that City Council adopt the Resolution to Authorize the City Manager to Enter into An Agreement with the North Carolina Department of Transportation for Clear Creek Greenway (Bl-0008) Grant

Resolution #R-21-41

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTAION FOR CLEAR CREEK GREENWAY (BL-0008) GRANT

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and

WHEREAS, the City of Hendersonville has requested federal funding for Clear Creek Greenway (BL-008), hereinafter referred to as the "Project", in Henderson County, North Carolina; and

WHEREAS, subject to the availability of federal funds, the City of Hendersonville has been designated as a recipient to receive funds allocated to the North Carolina Department of Transportation, hereinafter referred to as the "Department", by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of $1,687,000 for the Project; and

DRAFT

WHEREAS, the City is required to enter into a grant agreement with the Department in order to memorialize the obligations of the Department and the City with regards to the funding, management, and completion of the Project utilizing the grant funds awarded, and City Council has been presented with such an agreement, hereinafter referred to as the "Agreement"; and

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the City for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City agrees to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out in the Agreement; and

2. The City Manager is authorized to execute the Agreement with the North Carolina Department of Transportation for the Clear Creek Greenway (BL-0008), as presented.

3. The City Manager is authorized to approve amendments to the Agreement, in consultation with the City Attorney, as may be requested by the Department in the future provided such amendments do not create new financial obligations of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

M. Northside Water Improvements Engineering Amendment 2 – *Brent Detwiler, City Engineer*

I move that City Council adopt the Resolution by the City of Hendersonville City Council to Authorize the City Manager to Enter into an Amendment to an Agreement with Mckim & Creed, Inc. as Part of the Northside Water System Improvements Project.

Resolution #R-21-42

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN AGREEMENT WITH McKIM & CREED, INC. AS PART OF THE NORTHSIDE WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the Northside Water System Improvements Project (Project No. 16019) is under construction; and

WHEREAS, an engineering agreement with McKim & Creed, Inc. was executed in February 2016 to complete the design, permitting, bidding and award work associated with the project; and

WHEREAS, construction of the project has been delayed to due to inclement weather delays and construction progress delays; and

WHEREAS, the schedule delay has resulted in the need to amend the agreement with McKim & Creed, Inc. to cover the extended construction administration, construction observation, and postconstruction services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Manager is authorized to enter into an Amendment to an Agreement with McKim & Creed, Inc. for the Northside Water System Improvements Project, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

N. Application for a NCDOT Comprehensive Pedestrian Planning Grant – *Brent Detwiler, City Engineer*

I move that City Council adopt the Resolution by the City of Hendersonville City Council in Support of Application for NCDOT Bicycle and Pedestrian Planning Grant.

Resolution #R-21-43

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO IN SUPPORT OF APPLICATION FOR NCDOT BICYCLE AND PEDESTRIAN PLANNING GRANT

WHEREAS, the North Carolina Department of Transportation has established a grant that provides funding to municipalities for the development of Comprehensive Municipal Bicycle and Pedestrian Plans; and

WHEREAS, the City of Hendersonville has a desire to provide its citizens with safe, convenient, and more complete pedestrian facilities within the community; and

WHEREAS, the City of Hendersonville's last Pedestrian Plan was adopted in 2007; and

WHEREAS, the City's financial and technical resources have limited its ability to update its Pedestrian Plan; and

WHEREAS, the City of Hendersonville desires a Pedestrian Plan update to obtain the following objectives:

1. Provide for multimodal forms of transportation.
2. Provide guidance for modifying infrastructure to safely accommodate walking in appropriate locations.
3. Ensure that the North Carolina Department of Transportation (NCDOT) funded projects incorporate the City of Hendersonville's objectives.
4. Move towards an effective network for active transportation, recreation, and exercise.
5. Have an approved plan that will support funding from NCDOT for pedestrian improvements.
6. Ensure land use decisions effectively incorporate multimodal objectives.

WHEREAS, the North Carolina Department of Transportation has announced a competitive Planning Grant Initiative to award funding for Comprehensive Pedestrian Plans; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

2. The City hereby endorses the application for a Comprehensive Pedestrian Planning Grant and, if the project is selected, agrees to provide matching funding up to 20%, and any staff assistance for the duration of the Project; and
3. The City Manager is authorized to execute said application.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

O. Utility Extension Agreement for the Barksdale Avenue Subdivision Development – *Brent Detwiler, City Engineer*

I move that City Council adopt the Resolution by the City of Hendersonville City Council to Authorize the City Manager to Enter into a Utility Extension Agreement with Robert D. Crawford and Gloria H. Crawford for the Barksdale Avenue Subdivision Development.

Resolution #R-21-44

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH ROBERT D. CRAWFORD AND GLORIA H. CRAWFORD FOR THE BARKSDALE AVENUE SUBDIVISION DEVELOPMENT

WHEREAS, the City of Hendersonville owns, operates and maintains a water distribution system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

DRAFT

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, Robert D. Crawford and Gloria H. Crawford, collectively the "Developer" will enter into a Utility Extension Agreement with the City to provide water service to the Barksdale Avenue Subdivision Development.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The Utility Extension Agreement with Robert D. Crawford and Gloria H. Crawford, collectively the "Developer" to provide water service to the Barksdale Avenue Subdivision Development (the "Agreement") is approved as presented.
2. City Manager is authorized to execute the Agreement on behalf of the City of Hendersonville.
3. The City Manager is authorized to approve and execute any amendments to the Agreement as may be requested by the Developer or Owner in the future, provided such amendments do not impose any new financial obligations on the party of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

P. Mud Creek Dump – Additional Assessment Activities - *Brent Detwiler, City Engineer*

I move that City Council resolve to approve a proposal from Hart & Hickman, PC for completion of the Mud Creek Dump – Additional Assessment Activities and to authorize the City Manager to execute a contract for said work; as presented and recommended by staff.

Q. Adoption of an Ordinance Amending Chapter 18 – Cemeteries of the City Code -*John Connet, City Manager, Angela S. Beeker, City Attorney, and Tom Wooten, Public Works Director*

I move that City Council adopt the Ordinance Of The City Of Hendersonville City Council to amend Chapter 18 of the Code Of Ordinances, Cemeteries.

Ordinance #O-21-21

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CHAPTER 18 OF THE CODE OF ORDINANCES, CEMETERIES

WHEREAS, City staff determined Chapter 18 Cemeteries had not been completelyreviewed since its original adoption in 1971; and

WHEREAS, City staff identified numerous conflicts between the current ordinance, statelaw and cemetery best practices; and

WHEREAS, the City Manager, City Attorney and Public Works Director have workedto completely revise Chapter 18 – Cemeteries of the City Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City ofHendersonville, North Carolina as follows:

Section 1. Chapter 18 - Cemeteries of the Code of Ordinances for the City of Hendersonville shall be amended to read as follows (additions are underlined; deletionsare shown with strikethroughs):

Chapter 18 - CEMETERIES[1]

Sec. 18-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribedto them in this section, except where the context clearly indicates a different meaning:

Approved Container shall mean a container that meets the specifications for burial as adopted by thePublic Works Director in the *Rules Governing Public Cemeteries in the City of Hendersonville*. The specifications for burial shall be published on the City's website.

Approved Vault shall mean a Vault meeting the specifications contained within the *Rules GoverningPublic Cemeteries in the City of Hendersonville*.

Applicant shall mean the person(s) or entity(ies) applying for an Interment Permit or for the purchaseof a

License. Signature by an Applicant for an Interment Permit shall be deemed a representation by the Applicant that they have the legal authority to inter or cause the interment of the human remains or cremains proposed for interment.

Block means a section of a Public Cemetery ~~*or city cemetery*~~that contains a specified number of Lots.

City means the ~~cemetery owned~~City of Hendersonville.

Code means the Code of Ordinances for the City of Hendersonville.

Container shall mean the vessel in which human remains or cremains are placed for burial.

Containers of human remains shall be required to be placed within an approved Vault for interment.

Grave shall mean a single space, having the dimensions specified in the *Rules Governing Public Cemeteries in the City of Hendersonville*, to be used for the purpose of the interment of human remains orcremains, as allowed by this Ordinance and ~~managed by the city~~the Rules.

License Application shall mean the form developed by the Public Works Director for use by anApplicant in applying to purchase a License for a Grave or for a Lot. The License Application mustspecify the person or persons permitted to be interred within the Grave or Lot.

License shall mean a personal, revocable and unassignable, but devisable and inheritable, privilege granted for a fee to reserve a Grave or Lot in a Public Cemetery for the interment of human remains or cremains, having a duration of 100 years, without giving rise to any possessory interest in the land to the Licensee. Upon the burial or human remains or cremains within a Grave in accordance with the terms of this Ordinance and the Rules, the License for such Grave shall become irrevocable. A License shall list the person or person(s) permitted to be interred within the Grave or Lot. Licenses shall not be purchased for resale.

Licensee shall mean the lawful owner of a License.

Interment Application shall mean the form developed by the Public Works Director for use by Applicants in applying for an Interment Permit. The Interment Application shall name all Persons in Responsible Charge if different than the Applicant, including ~~any new land added thereto~~the provisions ofthis Ordinance for which such named Persons are responsible for compliance. The Application must be signed by the Applicant and all named Persons in Responsible Charge.

Interment Permit shall mean a permit issued by the Public Works Director or his designee authorizingthe imminent interment of human remains or cremains within a designated Grave at ~~any time in the future.~~ a Public Cemetery. The Interment Permit shall name all Persons in Responsible Charge and particular provisions of this Ordinance for which they have assumed responsibility for compliance.

~~*Marker* shall mean the single stone placed to identify a particular individual buried in a plot within a lot.~~

Lot shall mean a group of a number of contiguous Graves as specified in the *Rules Governing Public Cemeteries in the City of Hendersonville.* Lots may also be identified as a section of a Block.

Monument shall mean the above ground, stone structure located on a ~~grave lot~~Grave or Lot typically identifying ~~a~~ an individual (if for a Grave) or a group/family ~~or families.~~ (if for a Lot). *See also* PermanentMarker.

Ordinance shall mean this Chapter 18 of the Code, as amended or renumbered.

Permanent Marker shall mean a stone or bronze marker, placed to identify the individual(s) buried ina Grave. A monument may also be considered as a Permanent Marker.

Person in Responsible Charge shall mean the person(s) or entity(ies) to whom an Interment Permit isissued. *Person in Responsible Charge* shall also include any persons or entities responsible for complying with this Ordinance in addition to the named Interment Permit holder.

Public Cemetery shall mean a cemetery owned and operated by the City of Hendersonville.

Rules shall mean the *Rules Governing Public Cemeteries in the City of Hendersonville.*

Rules Governing Public Cemeteries in the City of Hendersonville shall mean Rules adopted by the Public Works Director as allowed by this Ordinance to govern the use and operation of Public Cemeteries. All such Rules shall be consistent with the terms of this Ordinance.

Section. See "Lot."

Temporary Marker shall mean a marker used to identify the individual interred within a Grave intended to mark a Grave until a Permanent Marker can be installed. All Temporary Markers must complywith the *Rules Governing Public Cemeteries in the City of Hendersonville.*

Vault shall mean the vessel in which a Container is placed for burial, sealed, and designed to protectthe integrity of the burial space. All Vaults must comply with the *Rules Governing Public Cemeteries in*

the City of Hendersonville. Vaults are not required for the interment of human cremains, but shall berequired for all other interment of human remains.

(Code 1971, § 8-1; Ord. No. 09-0942, § 1, 9-10-09)

~~Cross reference(s) Definitions generally, § 1-2Cross reference(s) .~~Sec. 18-2. - Application of ~~city~~City laws.

All provisions of the ~~city~~ Code now in force or hereafter enacted, relating to and defining public offenses in the ~~city~~City, shall, insofar as such provisions are applicable, be in full force and effect in ~~the city cemetery.~~Public Cemeteries.

(Code 1971, § 8-2)

Sec. 18-3. - Unlawful entry.

It shall be unlawful for any person, other than duly authorized officers, officials or employees of the ~~city~~City, to enter into or be upon the ~~cemetery~~ grounds of ~~the city~~a Public Cemetery during the time after sunset and before sunrise of any day without first obtaining the permission of the ~~city officer in charge of such cemetery.~~Public Works Director or his designee. It shall further be unlawful at all times for any personto enter or leave the grounds other than by the established and open entrances or gateways.

(Code 1971, § 8-3)

Sec. 18-4. - Trespass and loitering; exceptions.

It shall be unlawful for any person to loiter or trespass upon ~~lots~~Lots and ~~graves~~Graves of the ~~city cemetery~~Public Cemeteries or for the parent or guardian of any child under the age of 16 to permit such child to be within ~~the cemetery~~a Public Cemetery grounds unless accompanied by an adult person; provided, however, that nothing in this section shall be construed to prohibit any person having lawful business in ~~the cemetery~~a Public Cemetery in connection with improvement thereof or in connection withthe lawful interment or disinterment of human remains or cremains, or to prevent persons visiting the ~~graves~~Graves of relatives or friends from being in the cemetery in accordance with the ~~rules~~Rules and thisOrdinance.

(Code 1971, § 8-4)

Sec. 18-5. - Speed of vehicles.

It shall be unlawful for any person to drive any vehicle in ~~the cemetery~~a Public Cemetery faster thanfive miles per hour.

(Code 1971, § 8-5)

~~Cross reference(s)—Traffic, ch. 50~~Cross reference(s)—.Sec. 18-6. - Operation of vehicles and parking.

No person shall drive or move any vehicle within ~~the cemetery~~a Public Cemetery except over a roadway open for vehicular traffic, ~~or~~ except as permitted by the Rules. No person shall obstruct any pathor driveway within ~~the cemetery~~a Public Cemetery open to vehicular traffic. No person shall use ~~the cemetery~~ Public Cemetery grounds or any driveway therein as a public thoroughfare ~~or drive any vehicle through such grounds except for purposes of making deliveries in the cemetery, attending a graveside~~service ~~or burial service, or visiting any gravesite.~~.

(Code 1971, § 8-6)

~~Cross reference(s)—Traffic, ch. 50~~Cross reference(s)—.Sec. 18-7. - Grave decorations (flowers).

The placing of cut flowers or plastic flowers over individual ~~graves~~Graves shall be permitted; however, the ~~city~~placing of cut flowers or plastic flowers shall be entirely at the risk of the person placing them, and the City shall bear no risk of loss or damage to any flowers placed. Further the City shall not be responsible for the care of such flowers or the containers that they are placed in. ~~Further, the city shall~~ The City may remove, without notice, all flowers, real or artificial~~, that~~ without notice to any person or entity; however generally, as a guideline and not a mandate, the City will permit fresh flowers to remain ~~over~~ for aperiod of fifteen (15) days~~.~~ , and artificial flowers to remain sixty (60) days from placement. No other Grave decorations shall be permitted.

(Code 1971, § 8-7)

Sec. 18-8. - Rubbish; debris.

It shall be unlawful for any person to dispose of any rubbish, trash, waste materials, litter or debris ofany kind in ~~the city cemetery~~Public Cemeteries or to place any permanent materials ~~over~~on a ~~lot~~Lot whichwould prevent the perpetual maintenance, including mowing, of ~~the cemetery~~a Public Cemetery.

(Code 1971, § 8-8; Ord. No. 09-0942, § 1, 9-10-09)

~~Cross reference(s)—Environmental services, ch. 44~~Cross reference(s)—.Sec. 18-9. - Property damage.

No person shall remove, molest, injure, mar, deface, throw down or destroy any headstone, ~~monument~~Monument, Permanent Marker, survey marker, Temporary Marker, corner marker, tomb, vaultor mausoleum, or decoration on any ~~cemetery lot in the city cemetery~~Lot, or open, disturb or molest any ~~grave~~Grave or place of burial ~~therein.~~within a Public Cemetery. This shall not prohibit acts by ~~cemetery~~Public Cemetery officers and employees or public officials in carrying out their duties.

(Code 1971, § 8-9)

Sec. 18-10. - Trees, shrubs and flowers.

It shall be unlawful for any ~~unauthorized~~ person to plant any tree, shrub or other plant in ~~the cemetery~~a Public Cemetery except those ~~permitted~~planted or caused to be planted by the ~~city official in charge of the cemetery~~Public Works Director or his designee. It shall be unlawful for any unauthorized person to cut down, injure, break or destroy any tree, shrub or other plant growing in ~~the cemetery~~a Public Cemetery or to pick, pluck or cut any flower or decorative plant, except as authorized by the ~~cemetery rules~~ Rules.

(Code 1971, § 8-10)

Sec. 18-11. - Interment of human remains.

~~(a)~~ No person shall inter a human corpse or the remains remaining from the cremation of a human corpseat any place or location within the ~~city~~City limits other than in a recognized and established cemetery or other area regularly dedicated for this purpose. ~~No interment shall occur in the city cemetery unlessthe city public works director or his designee shall have been notified of the interment at least 48 hours earlier.~~

(b) No person or entity shall inter, or cause to be interred, human remains or cremains within a Public Cemetery without having first secured an Interment Permit from the Public Works Director or his designee, and having paid the permit fee associated with the issuance of such a permit. The issuance of an Interment Permit shall be in accordance with the *Rules Governing Public Cemeteries in the City of Hendersonville.* Such Interment Permit shall, at a minimum, contain the name, date of birth, date of death of the deceased, the date and time of the proposed interment, the Grave address/designation in which the interment will occur, and the name and address of the Persons in Responsible Charge if different from the Applicant. It shall be unlawful to inter or to cause the interment of human remains or cremains other than the named deceased within the designated Grave. The Persons in Responsible Charge shall be jointly and severally liable and responsible for compliance with all terms of this Ordinance and the *Rules Governing Public Cemeteries in the City of Hendersonville* related to the interment, the funeral, Gravesite services, placement of the Temporary Marker, and all other Ordinance provisions and Rules related to any of the foregoing.

~~(b)~~ (c) Interment Permits must be secured at least forty-eighty (48) hours in advance, with the following exceptions:

(1) If the interment will occur on a Monday, the Interment Permit must be secured no later than 11:00 a.m. on the preceding City business day.

(2) If the interment will occur on a weekend, the Interment Permit must be secured no later than 11:00 am of the preceding Thursday.

(3) If the interment will occur on a City holiday, the Interment Permit must be secured not later than 11:00 a.m. of the preceding City business day that will provide at least forty-eight (48) hours notice to the City.

~~(c)~~ (d)No person shall cause to be built, installed or created any aboveground curbing, borders or fencingaround any ~~plot~~Lot or ~~grave~~Grave, or multiple ~~grave~~Grave sites.

~~(c)~~ (e) Nothing may be placed in, on, or around a Grave or Lot other than flowers, monuments and markers that are specifically allowed by this Ordinance. By way of example, and not limitation, benches, flag poles, solar lights, and any other item not specifically allowed, are prohibited.

(f) ~~(c)~~No headstones, level stones or any other type of ~~grave~~Grave marker shall be wider than the widthof two adjacent ~~grave~~Grave sites, or spaces.

~~(d)~~ (g) All interment shall be accomplished with the use of an approved container~~, and there~~ and, for human remains, an approved vault.

(h) All Licenses obtained after July 1, 2021, shall be ~~only one~~ limited to the interment ~~on each grave site, provided that more than~~of (1) one human remains and one ~~cremated remains may be placed in a grave space, or site, upon the granting of permission for such second, or more, interment by~~ humancremains, or (2) two human cremains per Grave. Nothwithstanding the ~~city official~~foregoing, prior commitments documented in ~~charge of~~ City records for limits that exceed those contained in this paragraph shall be honored.

(i) The lids of all vaults used for interments shall have affixed thereto by means of permanent attachment a metal tag, composed of non-corrosive metal, bearing the ~~cemetery is first obtained.~~ name, birth date, and date of death of the deceased within the vault.

(ej) After interment is completed, the top of any concrete box or vault used in such interment shall not be less

than 24 inches below the ground level, and ~~such~~the Grave and concrete box or vault shall be completely filled and covered with 24 inches of compacted soil.

~~(f)~~ (k) Prices, fees, charges and assessments ~~representing the purchase price of burial rights in any cemetery lot or grave site~~for a License, Interment Permit, the opening and closing of ~~graves, interment fees~~Graves, and any other services rendered by the ~~city~~City incidental to, or relative to, the use of ~~the cemetery~~a Public Cemetery shall be determined by resolution of the ~~city~~City council, and a fee schedule listing the amount and nature of such fees shall be filed in the office of the ~~city~~City clerk.

~~(g)~~ (l) Within 24 hours after interment ~~in a cemetery operated by~~ the ~~city the funeral director or other person arranging the interment~~Person in Responsible Charge shall place, or cause to be placed, at an appropriate place on the interment site a ~~temporary marker~~Temporary Marker designating at least the identity of the person interred. The ~~marker shall~~Temporary Marker must remain ~~for six months or~~(and be replaced if removed) until the placement of a ~~permanent identifying monument or other identifier, whichever is earlier. The temporary marker may be removed at the discretion~~ Permanent Marker or Permanent Monument. A Permanent Marker must be placed within six (6) months of the ~~public works department not earlier than six months~~date of interment, and no later.

(m) Within 48 hours after ~~interment.~~the burial the Person in Responsible Charge shall provide the City with a certification that internment was completed in the designated Grave and the required Temporary Marker has been placed.

(Code 1971, § 8-11; Ord. No. 09-0942, § 1, 9-10-09; Ord. No. 17-0101, § 1, 1-5-17)

~~Cross reference(s)—Health and sanitation, ch. 26~~Cross reference(s)—.Sec. 18-12. - Care and cemetery maintenance.

The ~~city~~City shall provide perpetual care in and for all ~~cemeteries owned and maintained by the city~~Public Cemeteries. The term "perpetual care" shall be deemed to include the maintenance and care of all grounds, roadways, entrances, gates and fences constructed by the ~~city~~City, but shall not include the maintenance, care, refurbishing, repair or replacement of any tomb, crypt, mausoleum, ~~monument~~Monument, vault, headstone, ~~marker~~Permanent Marker, Temporary Marker, or any other structure of a like nature used in the interment of human remains or the disposition of the ashes resulting from cremation. Notwithstanding the foregoing, the City may elect to repair or maintain select Monumentsor Permanent Markers within a Public Cemetery as allowed by law, but such repair or maintenance shall not be deemed an assumption of responsibility for perpetual maintenance and repair of such Monuments orPermanent Markers.

(Code 1971, § 8-12)

Sec. 18-13. - Monuments in the ~~city cemetery.~~Public Cemeteries.

(a) All ~~monuments~~Graves shall have a Permanent Marker.

(b) All Monuments and ~~markers~~Permanent Markers within the ~~city cemetery~~Public Cemeteries shall be erected in accordance with the specifications ~~set by the department of public works and shall be subject to the approval of the director thereof or his designee.~~contained in the Rules. Only one group/family ~~monument~~Monument shall be permitted on any ~~lot~~Lot, with individual ~~markers~~Permanent Markers set flush with the ground for individual ~~graves~~Graves.

~~(b) The requirements as to monuments in the city cemetery shall be as follows:~~

~~(1) The foundations for all monuments shall be of solid masonry concrete and columns of~~ sufficient number to sustain the weight of the monument. All foundations for monuments must be laid not less than 24 inches below the grade of the lot. The area at the top of such foundations must be a 1-2-4 mix. Foundation shall be constructed by the monument~~company under the specifications set out above at the expense of the owner/company.~~

~~(2) The owner of monument and other memorial structures shall keep them in good repair, and~~ any structure found ~~to be unsightly and in dilapidated condition may be removed by the city.~~

~~(3) A vase may be attached as part of the monument, as long as the dimensions of the vaseshall not be included in the overall dimensions of the monument.~~

~~(c) The requirements as to markers in the city cemetery shall be as follows:~~

~~(1) No more than one marker may be placed on any grave, and in turn, no more than one grave may be embraced by any one marker within the city cemetery.~~

~~(2) All markers which shall be placed on any grave within the city cemetery shall be 12 inches wide and 24 inches in length, and six inches in thickness. Any standard markers furnished to the family of any deceased veteran by the government of the United States, and which may not be within the specifications and may be placed on the grave of any deceased veteran.~~

~~(3) All markers shall be installed so the face is flush to the ground.~~

DRAFT

~~(4) Bronze markers shall be of a size 12 inches wide and 24 inches long. Bronze markers shall be installed in a concrete base so as to lie flush with the ground.~~

~~(Ord. No. 09-0942, § 1, 9-10-09)~~

Sec. 18-14. Unused Graves and Lots

(a) Licenses for individual Graves or for Graves within a Lot which are not used within 100 years shallexpire.

(b) Individual Graves and Graves within a Lot which were purchased prior to July 1, 2021 which have notbeen used within 100 years, shall be deemed abandoned and shall revert to the City if the purchaser shall have died, and there are no known devisees or heirs at law of the purchaser. In such case, the City shall publish a notice once a week for four weeks in a newspaper published in the City, and if no devisee nor heir at law of the purchaser appears within 30 days from the last day of publication, then the individual Grave or Graves that were part of a Lot or part of Lot thereof, as the case may be, shall revert to the City.

Sec. 18-15 Procedures and fees for disinterment

(a) Except as may be otherwise authorized by City Council, no human remains shall be disinterred from a Public Cemetery without the prior delivery to the City Manager of a disinterment permit lawfully issued bythe Henderson County Director of Public Health or by other lawful authority, or by a valid court order. Upon receipt, the City Manager may conduct such investigation as deemed necessary to verify the disinterment permit or court order, and shall forward a copy to the Public Works Director. The PublicWorks Director or his designee shall update the Public Cemetery records to indicate the date of disinterment and the name, and new location of the burial of the deceased.

(b) The disinterment permit holder shall coordinate the disinterment with the Public Works Director or hisdesignee.

(c) An administrative fee set by the City council will be charged to review and coordinate each disintermentrequest received by the City, and payment is due at the time of request for disinterment.

18-16 Violations of this Ordinance

(a) The City may debar any funeral home from being eligible to apply for an Interment Permit, or to otherwise inter or cause the interment of human remains or human cremains within any Public Cemeteryfor repeated violations of this Ordinance.

(b) In addition to Sec. 18-16(a) above, Section 1-6 of the Code shall apply to violations of this Ordinance.

Section 2. This Ordinance shall be effective at midnight, July 1, 2021.

Section 3. If any word, phrase, section, paragraph, sentence or other portion of this Ordinance should be declared void, unenforceable, unconstitutional or otherwise of no force and effect by acourt of competent jurisdiction, such word, phrase, section, paragraph, sentence or other portion of this Ordinance shall be deemed severable from the remainder of this Ordinance, and such remainder shall be remain valid.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

R. Adoption of an Ordinance to Amend Chapter 52 of the Code of Ordinances for the City of Hendersonville to Add a New Section 52-96, Special Assessments -*Drew Finley, Lead for NC Fellow*

I move that City Council adopt the Ordinance to Amend Chapter 52 of the Code of Ordinances for the City of Hendersonville to Add a New Section 52-96, Special Assessments.

Ordinance #O-21-22

AN ORDINANCE TO AMEND CHAPTER 52 OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE TO ADD A NEW SECTION 52-96, SPECIAL ASSESSMENTS

WHEREAS, The City desires to provide an organized and coordinated process by which existing area residents may petition the City to receive public sewer and/or water service through an extension of the City's water or sewer system and pay for these extensions through special assessments and

WHEREAS, through its sewer master planning efforts, the City identified various areas adjacent to the existing sewer service area that have the potential to convert from septic systems to public sewer and

WHEREAS, the City also conducted water master planning efforts that identified areas that have the potential to be served through extensions of the City's water system and

WHEREAS, North Carolina General Statutes Chapter 160A Article 10 ("Special Assessments") authorizes any City to make special assessments for constructing, reconstructing, extending, and otherwise building or improving water systems and sewage collection and disposal systems,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina as follows:

Section 1. A new Section 52-96, Special Assessments, to be added to Chapter 52 of the Code of Ordinances for the City of Hendersonville, is hereby adopted as follows:

> **Sec. 52-96. – Special Assessments.**
> In addition to the methods for requesting a utility extension provided in this Article III, property owners may petition the City for a utility extension to be financed through the special assessment process in accordance with the City's Utility Assessment Policy and Procedure, adopted by the City Council as authorized by North Carolina General Statutes Chapter 160A, Article 10, Special Assessments.

Section 2. This Ordinance shall be effective upon its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina this this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

S. Resolution Adopting Utility Assessment Policy & Procedure – *Drew Finley, Lead for NC Fellow*

I move that City Council adopt the Resolution adopting the Utility Assessment Policy & Procedure as presented.

Resolution #R-21-45

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT A UTILITY ASSESSMENT POLICY & PROCEDURE

WHEREAS, the City of Hendersonville desires to provide a fiscally responsible method for area residents to connect to the City's public sewer and water systems; and

WHEREAS, through its sewer master planning efforts, the City identified various areas adjacent to the existing sewer service area that have the potential to convert from septic systems to public sewer; and

WHEREAS, the City has also conducted water master planning efforts that identified areas that have the potential to be served through extensions of the City's water system; and

WHEREAS, this process resulted in the development of a Utility Assessment Policy & Procedure for Sewer and Water Improvements which outlines the process by which existing area residents may petition the City to receive public sewer and/or water service through an extension of the City's water or sewer system and pay for these extensions through special assessments; and

WHEREAS, this policy outlines the procedure for the City's consideration and approval of utility infrastructure improvements to be funded in whole or in part by special assessments.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville policy is adopted by the City Council of the City of Hendersonville in accordance with the authority granted by North Carolina General Statutes Chapter 160A Article 10 ("Special Assessments") and Sec. 52-89 et seq of the City of Hendersonville Code of Ordinances.
2. Nothing herein shall be deemed to limit or restrict any other available options to proceed with utility infrastructure improvements as are now or may be prescribed by the general laws of the State.

DRAFT

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

T. Settlement of Delinquent Taxes & Arrangements for Collection – *Drew Finley, Lead for NC Fellow*

I move that City Council approve the resolution accepting settlement of the delinquent taxes charged to the Deputy Tax Collector and approving temporary arrangements for the collection of taxes.

Resolution #R-21-46

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT SETTLEMENT OF DELINQUENT TAXES CHARGED TO DEPUTY TAX COLLECTOR

WHEREAS, General Statute 105-373 requires the tax collector to provide settlement of all taxes charged to the collector to the governing board upon their last day in office and;

WHEREAS, In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector.; and

WHEREAS, Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The settlement of taxes charged to Deputy Tax Collector Jennifer Musselwhite, prepared and submitted by Finance Director John Buchanan is satisfactory and approved.
2. Pending appointment of a new Deputy Tax Collector, Jesse Ivens, Senior Accountant is charged with the total amount of delinquent taxes, fees, and interest as approved in the Tax Settlement. He shall be responsible to make settlement upon appointment of the new Deputy Tax Collector.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

U. Resolution Approving Title VI Plan – *Angela Reece, City Clerk*

I move that City Council approve the Resolution adopting a Title VI Plan to prohibit discrimination in programs and services and in activities receiving Federal financial assistance.

Resolution #R-21-47

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ADOPTING A TITLE VI PLAN TO PROHIBIT DISCRIMINATION IN PROGRAMS AND SERVICES AND IN ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of "federal financial assistance" and what entities are affected and controlled by Title VI; and

WHEREAS, the City of Hendersonville has no formal policy in place for defining and preventing discrimination in the activities and for the entities Title VI affects; and

DRAFT

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what "federal financial assistance" might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a policy and procedure for reporting violations will provide guidelines for the City, City Departments and private persons and companies doing business with the City and receiving federal financial assistance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville that:

1. The attached "Title VI Policy" is hereby adopted as the official policy of the City of Hendersonville for applying, reporting, and enforcing Title VI of the Civil Rights Act of 1964

2. That the City Manager shall have authority to amend this policy as necessary to comply with Title VI of the Civil Rights Act of 1964, including but not limited to the addition of a grievance procedure.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Council Member Jeff Miller moved that City Council approve the consent agenda as presented. A unanimous vote of the Council followed. Motion carried.

6. PRESENTATIONS

A. Juneteenth Proclamation – *Barbara G. Volk, Mayor*

Mayor Barbara G. Volk presented the following proclamation to Crystal Cauley in recognition of Juneteenth Day 2021.

Proclamation
Juneteenth Day
2021

WHEREAS, on September 22, 1862, President Abraham Lincoln issued the Emancipation Proclamation, declaring that as of January 1, 1863, all slaves in the rebellious states would be thenceforward and forever free; and

WHEREAS, it took almost three more years of conflict and loss to bring about the end of the Civil War, and in December 1865, the Thirteenth Amendment to the United States Constitution was nationally ratified, ending the sanctioned institution of slavery; and

WHEREAS, the news of freedom disseminated gradually throughout the nation; on June 19, 1865, Union Soldiers, led by General Gordon Granger, arrived in Galveston, Texas, and issued General Order No. 3 announcing freedom to some of the last slaves in America; and

WHEREAS, June 19, or Juneteenth, became nationally recognized as National Freedom Day, commemorating the abolition of sanctioned slavery in the United States: and

WHEREAS, on this anniversary each year, organizations and individuals throughout the City of Hendersonville and our nation celebrate African American heritage, history, freedom, and culture with events and ceremonies that reflect the power of community, family, art, and tradition in the face of oppression.

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, and City Council Members, do hereby proclaim June 19, 2021 as

"**Juneteenth Day**"

in the City of Hendersonville and encourages people to observe Juneteenth as an opportunity to reflect, rejoice, and plan for a brighter future as we continue to address racial injustices in our society today.

PROCLAIMED this 3rd day of June 2021.

DRAFT

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk

B. Resolution to Recognize Distinguished Service to the City of Hendersonville and Awarding of Service Side Arm and Badge – *Blair Myhand, Chief of Police*

Mayor Barbara G. Volk presented the Resolution recognizing the distinguished service of Lieutenant Michael Gerard Vesley.

Council Member Dr. Jennifer Hensley moved that City Council adopt the resolution to award Lieutenant Michael Gerard Vesely with his badge and service side arm for a cost of $1.00. A unanimous vote of the Council followed. Motion carried.

Resolution #R-21-48

RESOLUTION TO RECOGNIZE DISTINGUISHED SERVICE TO THE CITY OF HENDERSONVILLE AND AWARDING OF SERVICE SIDE ARM

WHEREAS, North Carolina General Statutes 20-187.2 provides that retiring members of law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service; and

WHEREAS, NCGS 20-187.2 further provides that the governing body of the governing law enforcement agency may, at its discretion, award to a retiring member their service side arm, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law; and

WHEREAS, the City of Hendersonville hereby recognizes **25 years** of distinguished service as a law enforcement officer by **Michael Gerard Vesely** for the City of Hendersonville and its residents; and

WHEREAS, the City of Hendersonville wishes to recognize **Lieutenant Mike Vesely's** service in a manner that is customary for persons retiring from distinguished law enforcement service; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville that the City of Hendersonville hereby awards to **Lieutenant Michael Gerard Vesely** his service side arm, **Glock model 45, 9 mm, serial number BLPU705**, for a cost of $1.00 as determined in the Policy for the Granting of Badges and Service Side Arms for Sworn Law Enforcement Officers, as a token of appreciation for his many years of service and dedication to the City of Hendersonville and its residents.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

7. PUBLIC HEARINGS

A. Budget Adoption FY21-22 – *John F. Connet, City Manager*

City Manager John F. Connet presented the FY21-22 Budget to City Council and provided the following:

Total Budget for FY21-22 $45.2M

DRAFT

Based off of six priority areas:

- Economic Vitality
- Strong Partnerships
- Sound Infrastructure
- Numerous Amenities
- Great Public Service
- Financial Sustainability



General Fund $20.5 Million

- The General Fund includes general government, public safety & public works.

Ad Valorem Tax Rate $0.52 per $100 of property valuation

- The FY21-22 Budget includes a **$0.03 tax increase**. The average comparable rate for comparable NC cities is $0.55 per $100.
- Factors considered for the tax increase were:
  1. The need to improve salaries and benefits to retain and attract dedicated full-time employees and to fund the expansive list of critical capital projects.
  2. The need to fund critical equipment across departments.
  3. The need to fund debt service for current and future capital projects.

Personnel

- 10% Cost of Living Adjustment & Merit Pay
- Employee Dependent Coverage from 50% to 75%
- Short-term Disability Coverage
- Paid Family Leave Policy
- Funds to cover increased local government retirement costs.
- SAFER grant firefighter salaries

New positions

- 2 Police Officers
- Diversity/HR Coordinator
- Property Maintenance Worker
- Risk Manager
- Purchasing Administrator
- Part-time Fire Department Admin Assistant

City Manager Connet stated the $0.03 tax increase is necessary to retain and attract high quality employees and said it is becoming more difficult to compete against local competitors such as Buncombe County, the City of Asheville, and Henderson County for quality employees and said the city has lost well-trained high-quality employees to these other jurisdictions. Manager Connet stated the increase in salaries and benefits are bringing the city to par with the other jurisdictions.

City Manager Connet recalled receiving the SAFER grant several years ago which funded salaries for firefighters and reminded everyone that this grant has expired, and the city will be responsible for 100% of the salaries. Manager Connet recalled prior conversations with current and former City Council Members and stated original discussions proposed a $0.06 tax increase to fund these salaries and other capital projects but said due to growth in the community and some projects slowing down, staff has proposed a $0.03 tax increase.

Critical Equipment

- Replacing Police, Fire & Public Works Vehicles
- Replacing Fleet Service Equipment
- Extrication & Thermal Imaging Equipment replacement for Fire Department
- Bridge replacement in Patton Park
- Resurfacing Operations Parking Area

DRAFT

Debt Service

- Fire Engine #3
- Police Headquarters
- 7th Avenue Streetscape
- City Hall/Operations Renovations
- Additional Fire Apparatus Replacement
- Edwards/Dogwood Park Development
- And Others

City Manager Connet discussed the need for equipment replacement to provide optimal customer service and safety and discussed debt service needs for current and upcoming capital projects.

Water & Sewer Fund $20.4 Million

- The Water & Sewer Fund is primarily funded through user charges.
- City Council is on track with their resolution to equalize rates between inside-City & outside-City water customers by the year 2030. The below rate differentials are calculated based on the comparison between charges for the same items or services for an inside city customer versus an outside city customer. The rate differential for an outside city customer proposed for FY21-22 is 5% lower than previous fiscal years and will continue to be equalized in coming years.
  - FY20-21 Differential = 145%
  - FY21-22 Differential = 140%
- Capital projects are the primary driver of water and sewer rates.
- The city has a list of future year capital projects (through FY26) that total $110.8 Million which include French Broad River intake and many other water and sewer line replacements.

City Manager Connet discussed rate comparisons with similar municipalities and of others within the state and said the City of Hendersonville is slightly higher on outside city rates but is lower than utilities within fifty miles and utilities within the state for inside city rates. Manager Connet stated the city is very competitive in the region and across the state as it relates to water and sewer. Manager Connet reminded everyone that City Council has directed staff to ensure all of the water and sewer capital projects are funded through utility rates and said the city does not charge system development fees.

Main Street Fund $522,366

- The FY21-22 Budget includes a **$0.02 tax decrease**.
- The FY21-22 rate is $0.24 per $100 of property valuation.

7th Avenue Fund $100,982

- There is no change in the FY21-22 Budget.
- The FY21-22 rate is $0.17 per $100 of property valuation.

Stormwater Fund $1.3 Million

- There is no change in residential fees ($5.00 per month) in the FY21-22 Budget.
- Fees are proposed for non-residential structures based on impervious surface.

City Manager Connet stated staff are proposing significant increases to revenues in this fund to make improvements to infrastructure and reminded everyone the city's Stormwater Program is an un-funded, state, and federal mandated program aimed at maintaining stormwater infrastructure and improving water quality. Manager Connet also reminded everyone the city conducted a rate study and gathered community input over a two-year period to develop an equitable and sustainable utility structure and discussed feedback from the Partnership as well as the local business community and reminded everyone that City Council adjusted the proposed fees based on input from the business community. Manager Connet also announced the state stormwater auditor has completed the audit and has said it was an exemplary audit and the best he had seen in WNC. Manager Connet stated staff are optimistic that the city will be one of four stormwater utilities in the state who may receive a compliance letter. Manager Connet praised city staff, Mike Huffman, and Brent Detwiler for their work to improve the program.

DRAFT

Manager Connet finished by reading the City's mission statement:

The City of Hendersonville is committed to providing quality, efficient services to all citizens, visitors, and businesses through open communication, timely responses, and quality results.

There were no questions by City Council.

The City Clerk confirmed this hearing has been advertised in accordance with NC General Statutes. The Public hearing opened at 6:28 p.m.

Ken Fitch of 1046 Patton St. addressed City Council virtually by Zoom stating it is important to acknowledge and support the knowledge and contributions by city employees and said it is their service and dedication that convey high quality services as set out in the mission statement. Mr. Fitch acknowledged the tax increase will be a burden but said it will come with an expectation the City Council will uphold their core values and beliefs in light of the challenges in the immediate future and beyond.

There were no other public comments.

City Council Members extended thanks and appreciation to City Manager John Connet, Assistant City Manager Brian Pahle and Budget Manager Adam Murr.

The public hearing was closed at 6:30 p.m.

Council Member Jeff Miller moved that City Council adopt the fiscal year 2021-22 Budget Ordinance, FY22 Capital Reserve Fund Ordinance, Capital Improvement Plan Resolution of Intent, Capital Project Ordinances (CPO) #21017, #21018, #21019, and #21020, and Reimbursement Resolutions for CPO #21017, #21018, #21019, as presented. A unanimous vote of the Council followed. Motion carried.

FY21-22 Budget Ordinance #O-21-23

AN ORDINANCE TO MAKING APPROPRIATIONS FOR CERTAIN EXPENSES, CAPITAL IMPROVEMENTS AND INDEBTEDNESS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022

WHEREAS, the City of Hendersonville is coming to the conclusion of its fiscal year and will enter into a new fiscal year on July 1, 2021; and

WHEREAS, it is necessary and required that prior to entering into a new fiscal year a budget must be passed and adopted for the operation of the city government; and

WHEREAS, the FY 21-22 budget and budget message were submitted to the Hendersonville City Council by the budget officer, the City Manager on May 19, 2021 as required by N.C.G.S. § 159-11(b); and

WHEREAS, a copy of the FY 21-22 budget was filed with the Hendersonville City Clerk on May 19, 2021 as required by N.C.G.S. § 159-12(a); and

WHEREAS, a duly advertised public hearing and a work session have been held wherein the public has been notified and invited to be present.

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

SECTION 1: That the following amounts are hereby appropriated for the following governmental and proprietary funds for the fiscal year beginning July 1, 2021, and ending June 30, 2022, with the estimated, budgeted revenues and other finance sources for each fund being as stated:

GOVERNMENTAL FUNDS

General Fund	
General Fund	
Budgeted Revenues	$(18,468,599)
Ad Valorem Taxes	(11,215,690)
Other Taxes & Licenses	(9,500)
Unrestricted Intergovernmental	(5,868,846)
Restricted Intergovernmental	(526,163)

Permits & Fees	(444,350)
Sales & Services	(276,050)
Investment Earnings	(100,000)
Miscellaneous	(29,000)
Budgeted Expenditures	20,538,343
General Government	2,898,179
Community Development	832,240
Fire	4,406,771
Police	6,251,780
Public Works	4,591,807
Debt Service	1,557,566
Other Finance (Sources)/Uses	(2,069,744)
Proceeds of Debt	(798,000)
Sale of Capital Assets	(10,000)
Transfers (In)	(-)
Transfers Out	-
Fund Balance Appropriated	(1,261,744)
Sub-Total Estimated Revenues & Other Finance Sources	**$(20,538,343)**
Sub-Total Appropriations	**$20,538,343**

Special Revenue Funds

Governmental Special Revenue Fund

Budgeted Revenues	$(16,000)
Miscellaneous	(16,000)
Budgeted Expenditures	65,500
Fire	4,000
Historic Preservation	7,500
Police	50,000
Walk of Fame	4,000
Other Finance (Sources)/Uses	(49,500)
Fund Balance Appropriated	(49,500)
Sub-Total Estimated Revenues & Other Finance Sources	**$(65,500)**
Sub-Total Appropriations	**$65,500**

Main Street MSD Fund

Budgeted Revenues	$(503,000)
Ad Valorem Taxes	(276,750)
Other Taxes & Licenses	(-)
Unrestricted Intergovernmental	(225,000)
Restricted Intergovernmental	(-)
Permits & Fees	(250)
Sales & Services	(-)
Investment Earnings	(1,000)
Miscellaneous	(-)
Budgeted Expenditures	522,366
Downtown Program	475,364
Debt Service	47,002
Other Finance (Sources)/Uses	(19,366)
Fund Balance Appropriated	(19,366)
Sub-Total Estimated Revenues & Other Finance Sources	**$(522,366)**
Sub-Total Appropriations	**$522,366**

Seventh Avenue MSD Fund

Budgeted Revenues	$(84,375)
Ad Valorem Taxes	(34,875)
Other Taxes & Licenses	(-)
Unrestricted Intergovernmental	(43,500)
Restricted Intergovernmental	(-)
Permits & Fees	(-)
Sales & Services	(-)
Investment Earnings	(1,000)
Miscellaneous	(5,000)
Budgeted Expenditures	100,982
Downtown Program	100,982
Other Finance (Sources)/Uses	(16,607)
Fund Balance Appropriated	(16,607)
Sub-Total Estimated Revenues & Other Finance Sources	**$(100,982)**
Sub-Total Appropriations	**$100,982**

DRAFT

PROPRIETARY FUNDS

Enterprise Funds	
Environmental Services Fund	
Budgeted Revenues	$(1,492,100)
Charges for Services	(1,490,000)
Other Taxes & Licenses	(-)
Unrestricted Intergovernmental	(-)
Restricted Intergovernmental	(-)
Permits & Fees	(-)
Sales & Services	(-)
Investment Earnings	(300)
Miscellaneous	(1,800)
Budgeted Expenditures	1,892,981
Sanitation	1,818,838
Debt Service	74,143
Other Finance (Sources)/Uses	(400,881)
Proceeds of Debt	(380,000)
Fund Balance Appropriated	(20,881)
Sub-Total Estimated Revenues & Other Finance Sources	**$(1,892,981)**
Sub-Total Appropriations	**$1,892,981**
Stormwater Fund	
Budgeted Revenues	$(1,271,090)
Charges for Services	(1,270,000)
Other Taxes & Licenses	(-)
Unrestricted Intergovernmental	(-)
Restricted Intergovernmental	(-)
Permits & Fees	(1,040)
Sales & Services	(-)
Investment Earnings	(50)
Miscellaneous	(-)
Budgeted Expenditures	1,336,642
Stormwater	1,296,329
Debt Service	40,313
Other Finance (Sources)/Uses	(65,552)
Proceeds of Debt	(40,000)
Fund Balance Appropriated	(25,552)
Sub-Total Estimated Revenues & Other Finance Sources	**$(1,336,642)**
Sub-Total Appropriations	**$1,336,642**
Enterprise Funds (Continued)	
Water & Sewer Capital Reserve Fund	
Budgeted Revenues	$(-)
Miscellaneous	(-)
Budgeted Expenditures	100,000
General Administration	100,000
Other Finance (Sources)/Uses	(100,000)
Fund Balance Appropriated	(-)
Transfers (In)	(100,000)
Transfers Out	-
Sub-Total Estimated Revenues & Other Finance Sources	**$(100,000)**
Sub-Total Appropriations	**$100,000**
Water & Sewer Fund	
Budgeted Revenues	$(20,008,725)
Charges for Services	(19,228,200)
Other Taxes & Licenses	(-)
Unrestricted Intergovernmental	(-)
Restricted Intergovernmental	(-)
Permits & Fees	(751,325)
Sales & Services	(-)
Investment Earnings	(8,000)
Miscellaneous	(21,200)
Budgeted Expenditures	20,294,676
General Business	5,607,913
Water Distribution	2,523,305
Water Facilities Maintenance	1,450,700
Water Operations Support	656,382
Water Treatment Plant	2,311,287
Wastewater Collection	1,938,394
Wastewater Facilities Maintenance	473,091
Wastewater Operations Support	180,200

DRAFT

Wastewater Treatment Plant	1,744,085
Debt Service	3,212,170
Other Finance (Sources)/Uses	(285,951)
Transfers (In)	(-)
Transfers Out	100,000
Fund Balance Appropriated	(385,951)
Sub-Total Estimated Revenues & Other Finance Sources	**$(20,394,676)**
Sub-Total Appropriations	**$20,394,676**

Internal Service Funds	
Health & Welfare Fund	
Budgeted Revenues	$(294,459)
Charges for Services	(282,459)
Grant Revenue	(-)
Miscellaneous	(12,000)
Budgeted Expenditures	295,209
Employee Benefits	295,209
Other Finance (Sources)/Uses	(750)
Fund Balance Appropriated	(750)
Sub-Total Estimated Revenues & Other Finance Sources	**$(295,209)**
Sub-Total Appropriations	**$295,209**

Total Estimated Revenues & Other Finance Sources	**$(45,246,699)**
Total Appropriations	**$45,246,699**

SECTION 2: That the attached detailed budget document reflects the estimated revenues, revenue contributions, and budget appropriations of the City of Hendersonville, North Carolina, for the period beginning July 1, 2021, and ending June 30, 2022. A copy of said document shall be furnished to the City Clerk, City Manager and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

SECTION 3: That the financial plan supporting the Internal Service Fund as required by N.C.G.S. § 159-13.1 is approved.

The *Financial Plan* for the Internal Service Fund is incorporated herein by reference and shall be placed on file in the office of the City Clerk.

SECTION 4: That no appropriations for salaries shall be changed unless authorized by the Council. Appropriations between departments or divisions within one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager for the purpose of equalizations when necessary, as long as the original total appropriated balance for the fund is not changed. Appropriations within a department, other than salaries, may be transferred by the department head to make equalizations when necessary.

SECTION 5: That there is hereby levied a tax at the rate of fifty-two cents ($0.52) per one hundred dollars ($100) valuation of property. This rate is based on an estimated total valuation of property for the purpose of taxation of $2,061,784,659 and estimated collection rate of 98.00%.

SECTION 6: That there is hereby levied a tax at the rate of twenty-four cents ($0.24) per one hundred dollars ($100) valuation of property, for the Main Street Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. This rate is based on an estimated total valuation of property for the purpose of taxation of $115,977,088 and an estimated collection rate of 98.00%.

SECTION 7: That there is hereby levied a tax at the rate of seventeen cents ($0.17) per one hundred dollars ($100) valuation of property, for the Seventh Avenue Municipal Service District formed upon a petition of some of the property owners, established for the purpose of infrastructure improvements and special events in the district. The rate is based on an estimated total valuation of property for the purpose of taxation of $19,454,754 and an estimated collection rate of 98.00%.

SECTION 8 That there is hereby adopted an official Fee Schedule listing specific fees, licenses, and utility rates charged by the City of Hendersonville for the use of City facilities and equipment for the purposes of making them available to public, specific utility rates the proceeds of which are for the maintenance and expansion of its utility systems, the reproduction of public records and other miscellaneous services to cover the actual cost of producing these documents and information under the provision of NCGS §132-6.2, and other various fees associated with enhanced direct services provided by the City.

The *Fee Schedule* is incorporated herein by reference and shall be placed on file in the office of the City Clerk.

DRAFT

SECTION 9: That the City's Position Allocation to Salary Range which provides all jobs and associated pay bands be adopted as the official Pay and Classification Schedule of the City of Hendersonville.

The *Pay and Classification Schedule* is incorporated by reference and shall be placed on file in the office of the City Clerk.

SECTION 10: This ordinance shall become effective on and after July 1, 2021.

SECTION 11: That all ordinances and parts of ordinances in conflict herewith be and the same hereby repealed.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Capital Reserve Fund Ordinance #O-21-24

AN ORDINANCE SETTING CAPITAL RESERVE GUIDELINES FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022

WHEREAS, under North Carolina General Statute 159-18 the City of Hendersonville is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and

WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to establish a capital reserve to fund future capital improvements; and

WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process;

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

SECTION 1 BUDGET: That the following Capital Reserve Fund (CRF) budget, purpose, anticipated revenues, and project appropriations are hereby adopted for the operation of the City of Hendersonville and its activities for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in the amount of $100,000.

SECTION 2 PURPOSE: That the purpose of the City of Hendersonville CRF will be to (1) raise funds for water and sewer system expansion projects, (2) provide greater levels of transparency and flexibility in raising and expending funds on capital projects, (3) delineate the timeframe for which revenues will be raised for and expended on capital projects, (4) display the amounts of revenues and expenditures for capital projects funded through the CRF, and (5) detail revenue sources of the fund.

This Capital Reserve Fund Ordinance will, more specifically, be established alongside the City's Budget Ordinance to provide for Water and Sewer Fund system expansion. The City has recognized the need to fund future system expansion projects and desires to fund such projects through a CRF to enhance transparency and accountability.

SECTION 3 TIMEFRAME: That revenues for Water and Sewer Fund related capital projects will be raised over a period of five (5) fiscal years- from July 1, 2022, to June 30, 2026.

SECTION 4 AMOUNTS ACCUMULATED: That this fiscal year, the City will transfer $100,000 from the Water and Sewer Fund (Fund 60) to the Capital Reserve Fund. The Capital Reserve Fund has an estimated balance to end the fiscal year June 30th, 2021, of $0. The City will save $500,000 of revenue in the CRF for future system expansion projects. The City anticipates expending $500,000 on system expansion projects.

SECTION 5 REVENUE SOURCES: That the revenue source planned for the CRF is the Water and Sewer Fund. Each year delineated, the City will transfer $100,000 from the Water and Sewer Fund to the CRF until $500,000 is accumulated.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

DRAFT

Resolution #R-21-49

A RESOLUTION TO CONSIDER AND ADOPT THE RECOMMENDED CAPITAL IMPROVEMENT PLAN (CIP) AND FOLLOW THE RATE SCHEDULE FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR 2021-22 THROUGH THE FISCAL YEAR 2030-31

WHEREAS, the City of Hendersonville recognizes that a Capital Improvement Plan (CIP) enables staff and the Board to plan for a vibrant community; and

WHEREAS, the CIP is a 10-year planning tool designed to help the City plan for the repair, replacement, and acquisition of capital items; to assist in financial planning; to ensure better coordination and evaluation of projects; to provide necessary lead time for project planning, and to maintain or improve the City's credit rating and fiscal health; and

WHEREAS, the recommended FY21-22 through FY30-31 CIP updates preceding budgets and CIPs of prior fiscal years; and

WHEREAS, this plan is updated annually for Board review; and

WHEREAS, this flexibility in the planning and implementation of capital needs makes the City's CIP responsive to the changing needs of its community; and

WHEREAS, the City intends to reimburse itself for funds expended with debt proceeds for any projects identified as such in the CIP table; and

WHEREAS, the Board intends to follow the recommendations of the water and sewer rate recommendations as to provide adequate funding for the projects identified in the CIP while maintaining a strong financially sustainable fiscal position; and

WHEREAS, the Board intends to equalize outside and inside water rates by FY29-30, providing a rate differential of 140% for FY21-22; and

WHEREAS, the Board intends to follow the proposed stormwater rate schedule with a maximum monthly charge of $250 for FY21-22 and FY22-23 to fund stormwater projects; and

WHEREAS, the Board intends to generate revenues through targeted tax increases and the County-wide real property revaluation, effective FY23-24, to provide funding for the debt service payments on General Fund projects; and

WHEREAS, this CIP will provide a vibrant future for our community and is intended to further the vision and mission of the City.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA that the City of Hendersonville City Council has received and adopts the recommended Capital Improvement Plan (CIP) in conjunction with the annual City Budget for Fiscal Year 2021-2022.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Capital Reserve Fund Ordinance #O-21-25

CAPITAL PROJECT ORDINANCE FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE CITY HALL AND OPS SPACE STUDY RENOVATIONS PROJECT

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City facilities infrastructure project described as the City Hall and Ops Space Study Renovations Project.

Section 2: The project will include interior and exterior renovations of City Hall and the City Operations Center in accordance with plans drafted by professional engineers and architects.

DRAFT

Section 3: The following amounts are appropriated for the project:

Account Number				Account Name	Total Budget
Fund	Dept.	Acct.	Project		
410	1002	550103	21017	Capital Outlay - CIP	$ 3,000,000
				Total Project Appropriation	**$ 3,000,000**

Section 4: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund and Water/Sewer Fund for project expenses:

Account Codes				Account Name	Total Budget
Fund	Dept.	Acct.	Proj.		
410	0000	470010	21017	Debt Proceeds	$ 3,000,000
				Total Project Revenue	**$ 3,000,000**

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund and Water/Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 8: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Reimbursement Resolution #R-21-50

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CITY HALL AND OPS SPACE STUDY RENOVATIONS PROJECT, ORDINANCE #O-21-25 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **$3,000,000**.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

DRAFT

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Capital Project Ordinance #O-21-26

CAPITAL PROJECT ORDINANCE FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE DOGWOOD PARK DEVLEOPMENT PROJECT

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City parks infrastructure project described as the Dogwood Park Development Project.

Section 2: The project will include land and utility improvements of the City's Dogwood Parking Lot, to convert it into green space and downtown park, in accordance with plans drafted by professional engineers and architects.

Section 3: The following amounts are appropriated for the project:

Account Number				**Account Name**	**Total Budget**
Fund	Dept.	Acct.	Project		
410	1002	550103	21018	Capital Outlay - CIP	$ 750,000
				Total Project Appropriation	**$ 750,000**

Section 4: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund for project expenses:

Account Codes				**Account Name**	**Total Budget**
Fund	Dept.	Acct.	Proj.		
410	0000	470010	21018	Debt Proceeds	$ 750,000
				Total Project Revenue	**$ 750,000**

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 8: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Reimbursement Resolution #R-21-51

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

DRAFT

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE DOGWOOD PARK DEVELOPMENT PROJECT, ORDINANCE #O-21-26 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **$750,000**.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Capital Project Ordinance #O-21-27

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE EDWARDS PARK DEVLEOPMENT PROJECT**

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City parks infrastructure project described as the Edwards Park Development Project.

Section 2: The project will include land and utility improvements of the City's land at Edwards Park, to convert it into green space and park amenities, in accordance with plans drafted by professional engineers and architects.

Section 3: The following amounts are appropriated for the project:

Account Number				**Account Name**	**Total Budget**
Fund	Dept.	Acct.	Project		
410	1002	550103	21019	Capital Outlay - CIP	$ 750,000
				Total Project Appropriation	**$ 750,000**

Section 4: The following revenues are anticipated to be available via debt proceeds and transfers from the General Fund for project expenses:

Account Codes				**Account Name**	**Total Budget**
Fund	Dept.	Acct.	Proj.		
410	0000	470010	21019	Debt Proceeds	$ 750,000
				Total Project Revenue	**$ 750,000**

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

DRAFT

Section 6: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 8: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Reimbursement Resolution #R-21-52

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE EDWARDS PARK DEVELOPMENT PROJECT, ORDINANCE #O-21-27 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **$750,000**.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Capital Project Ordinance #O-21-28

CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE WATER TREATMENT PLANT MASTER PLAN PROJECT

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City parks infrastructure project described as the Water Treatment Plant Master Plan Project.

Section 2: The following amounts are appropriated for the project:

DRAFT

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7035	550102	21020	Capital Outlay - Fees and Services	$ 300,000

Total Project Revenue	**$ 300,000**

Section 3: The following revenues are anticipated to be available via water and sewer fund reserves:

PROJECT TO BE FUNDED USING $300,000 OF EXISTING RESERVES.

Section 4: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the Water and Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

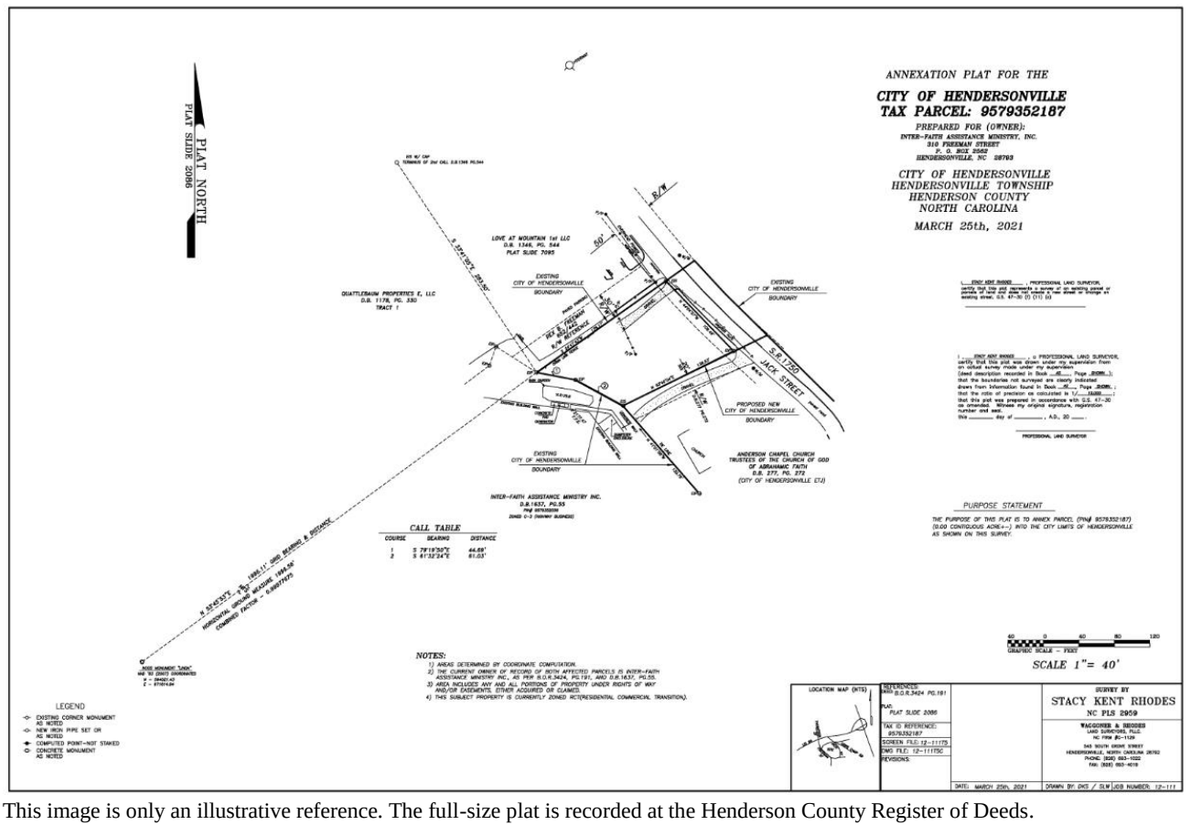
Section 8: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

B. Annexation Public Hearing: Interfaith Assistance Ministry (P21-26-ANX) – *Lew Holloway, Community Development Director*

Community Development Director Lew Holloway stated the city has received a petition from Interfaith Assistance Ministry for contiguous annexation of PIN 9579-35-2187 located on Jack Street that is approximately 0.333 acres.



This image is only an illustrative reference. The full-size plat is recorded at the Henderson County Register of Deeds.

There were no questions by City Council.

The City Clerk confirmed this hearing has been advertised in accordance with NC General Statutes. The Public hearing opened at 6:31 p.m.

There were no public comments.

The public hearing was closed at 6:32 p.m.

Council Member Jerry Smith moved that City Council adopt an Ordinance of the City of Hendersonville City Council to extend the corporate limits of the city as a contiguous annexation, to annex that property owned by Interfaith Assistance Ministries, identified as PIN 9579-35-2187, finding that the standards established by North Carolina General Statute 160A-31have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-21-29

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO EXTEND THE CORPORATE LIMITS OF THE CITY AS A CONTIGUOUS ANNEXATION

WHEREAS, The City of Hendersonville has been petitioned by Interfaith Assistance Ministry pursuant to North Carolina General Statutes (NCGS) 160A-31, as amended, to annex the area described herein below; and,

WHEREAS, the City Clerk has investigated and certified the sufficiency of said petition; and,

WHEREAS, a public hearing on the question of this annexation was held at City Hall, Hendersonville, NC at 5:45 pm, or as soon thereafter as it could be heard, on the 3rd day of June, 2021, after due notice by publication as provided by law on May 23rd and May 30th, 2021; and,

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-31.

WHEREAS, the City further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina:

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the third day of June 2021.

Being all of that real property as described in Deed Book 3424; page 191, being also that property shown on that plat recorded in Book _____ at Page _____ of the Henderson County Registry [to be inserted at recording], and being described by metes and bounds as follows:

Beginning at an existing iron pipe in the existing City of Hendersonville boundary, said existing iron pipe is situated N 53°45'53"E with a grid distance of 1996.11' and a ground distance of 1996.56' from N.C.G.S. Monument "LINDA" with (NAD 83-2007) coordinates of a Northing of 594021.43' and an Easting of 971614.94' and runs thence with the existing City of Hendersonville boundary S 79°19'50" E for a distance of 44.69' to an existing iron pipe;
Thence continuing with the existing City of Hendersonville boundary S 61°32'24" E for a distance of 61.03' to an existing iron stake; Thence leaving the existing City of Hendersonville boundary and running with the proposed New City of Hendersonville boundary N 63°40'04" E for a distance of 138.53' to an existing iron pipe within the 50' right of way for Jack Street (S.R. 1750) and runs Thence N 44°04'57" W for a distance of 109.46' to an existing iron stake within the right of way of Jack Street and in the existing City of Hendersonville boundary;
Thence, and with the existing City of Hendersonville boundary S 54°47'43" W for a distance of 178.17' to the Point and Place of Beginning, said parcel containing 0.333 acre, more or less.

2: Upon and after the third day of June 2021, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville, and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

DRAFT

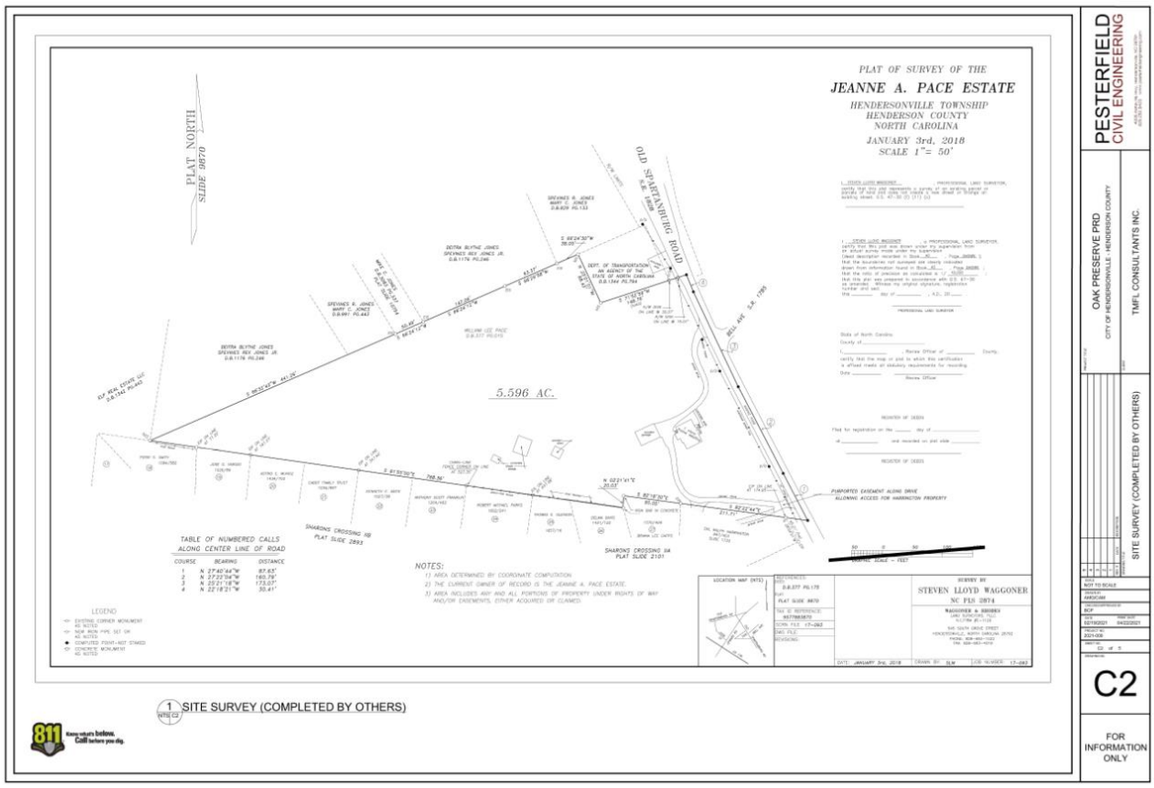
3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

C. Annexation Public Hearing: Oak Preserve (P21-12-ANX) – *Lew Holloway, Community Development Director*

Community Development Director Lew Holloway stated the city has received a petition from Troy Lee, Managing Member – OP Management, LLC for noncontiguous annexation of PIN 9577883870. Director Holloway stated the total property acreage is approximately 5.6 acres and is located at 2201 Old Spartanburg Road.



This image is only an illustrative reference. The full-size survey is recorded at the Henderson County Register of Deeds.

There were no questions by City Council.

The City Clerk confirmed this hearing has been advertised in accordance with NC General Statutes. The Public hearing opened at 6:39 p.m.

There were no public comments.

The public hearing was closed at 6:40 p.m.

Council Member Lyndsey Simpson moved that City Council adopt An Ordinance of the City of Hendersonville City Council to Extend the Corporate Limits of the City as a Satellite Annexation, annexing the noncontiguous parcel identified as PIN 9577883870, finding that the standards established by North Carolina General Statute 160A-58.1 have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-21-30

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO EXTEND THE CORPORATE LIMITS OF THE CITY AS A SATELLITE ANNEXATION

WHEREAS, The City of Hendersonville has been petitioned by Troy Lee, Managing Member of OP Management, LLC pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein below; and,

WHEREAS, the City Clerk has investigated and certified the sufficiency of said petition; and,

WHEREAS, a public hearing on the question of this annexation was held at City Hall, Hendersonville, NC at 5:45 pm, on the 3rd day of June 2021, after due notice by publication as provided by law on May 23rd and May 30th, 2021; and,

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-58.1(b), to wit;

a. All of the proposed satellite corporate limits are less than three miles from the primary corporate limits of Hendersonville. The map distance is 313.74 feet.
b. No point on the proposed satellite corporate limit is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
c. The area described is so situated that the City of Hendersonville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
d. The area proposed for annexation is not a subdivision as defined in NCGS 160A-376.
e. The area within the proposed satellite corporate limits, when added to the areas within all other satellite corporate limits does not exceed 10 percent (10%) of the area within the primary corporate limits of the City of Hendersonville.

WHEREAS, the City further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina:

1: By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described noncontiguous area is hereby annexed and made part of the City of Hendersonville as of the third day of June 2021.

Being all of that real property shown on that plat recorded in Book _____ at Page _____ of the Henderson County Registry [to be inserted at recording], being also that property described in Book of Record 3693 at Page 10 in the Henderson County Registry, and being described by metes and bounds as follows:

BEGINNING at a point in the approximate centerline of Old Spartanburg Road (S.R. 1828), a paved road, said point being the southeasternmost corner of Deed Book 3693 at Page 10 of the Henderson County Registry, and moving thence from said beginning point along and with the approximate centerline of the paved road, North 29 deg. 17 min. 30 sec. West 100.13 feet to a point; thence North 29 deg. 15 min. 36 sec. West 64.36 feet to a point; thence North 28 deg. 38 min. 48 sec. West 54.95 feet to a point; thence North 28 deg. 33 min. 26 sec. West 59.36 feet to a point; thence North 27 deg. 27 min. 01 sec. West 71.07 feet to a point; thence North 25 deg. 36 min. 51 sec. West 62.93 feet to a point; thence North 26 deg. 22 min. 0 sec. West 39.34 feet to a point; thence turning and leaving the center of Old Spartanburg Road and traveling South 70 deg. 27 min. 23 sec. West 13.91 feet to a point; thence South 70 deg. 27 min. 23 sec. West 13.04 feet to a point; thence South 70 deg. 27 min. 23 sec. West 115.72 feet to a new iron pipe; thence turning North 28 deg. 33 min. 50 sec. West 88.48 feet to a new iron pipe; thence turning South 64 deg. 51 min. 41 sec. West 38.05 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 93.37 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 147.04 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 50.46 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 85.19 feet to an existing steel pin; thence South 64 deg. 51 min. 41 sec. West 356.62 feet to a new iron pipe; thence turning South 83 deg. 33 min. 20 sec. East 77.46 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.08 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 90.16 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 89.90 feet to an existing iron pipe; thence South 83 deg. 33 min. 20 sec. East 290.04 feet to an existing steel pin; thence South 83 deg. 33 min. 20 sec. East 151.22 feet to a new iron pipe; thence turning North 0 deg. 26 min. 25 sec. East 20.04 feet to an iron bar in concrete; thence turning South 83 deg. 57 min. 12 sec. East 94.80 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 175.06 feet to an existing iron pipe; thence South 83 deg. 57 min. 12 sec. East 36.80 feet to a point in the center of Old Spartanburg Road, the point and place of BEGINNING, and containing 5.60 acres, more or less, according to a “Revised Annexation

DRAFT

Plat for OP Management, LLC" by Robert Paul Patterson, NC PLS 4406, under date of April 21, 2021, and being job number 21-01-22-D.

2: Upon and after the third day of June 2021, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

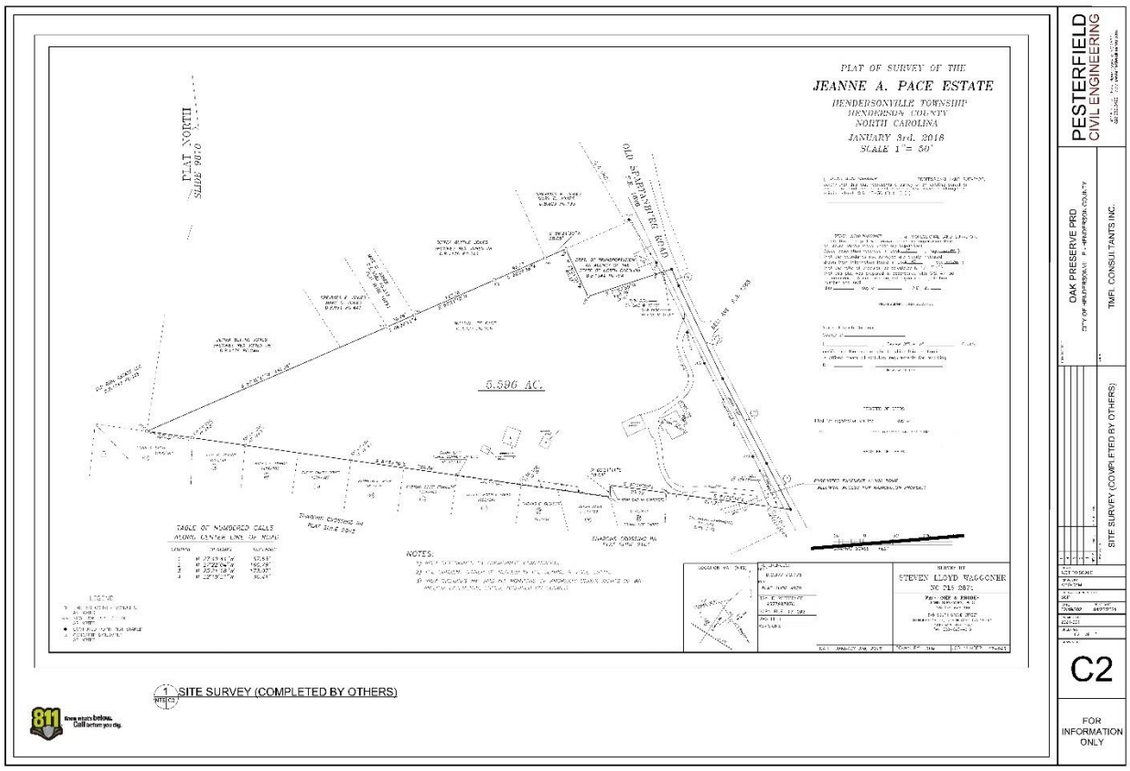
3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

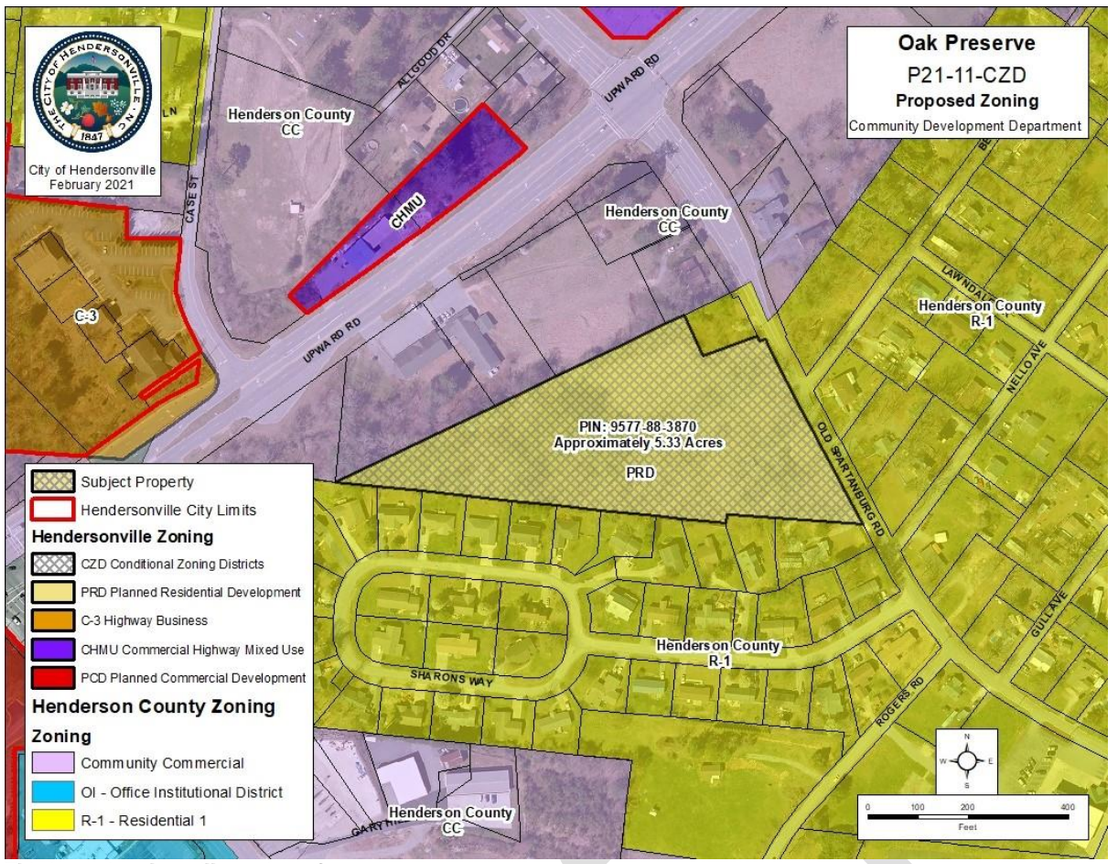
/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

D. Conditional Zoning District – Oak Preserve (P21-11-CZD) – *Matthew Manley, AICP – Planning Manager*

Planning Manager Matt Manley stated the city is in receipt of a conditional rezoning application from Troy Lee of TMFL Consultants, INC. for the development of 30 units (15 duplexes) on a 5.6-acre tract. Mr. Manley stated the property is currently vacant and said the applicant is requesting to rezone the subject property to PRD (Planned Residential Development) Conditional Zoning District. Mr. Manley stated this project required a conditional rezoning due to the PRD Conditional Zoning District requirements**.**



This image is only an illustrative reference. The full-size survey is recorded at the Henderson County Register of Deeds.



This image is only an illustrative reference.

Mr. Manley discussed parking and the extension of driveways stating some additional trees may need to be removed. City Council Member Jerry Smith inquired if considerations were made to locate parking between the proposed units.

Austin Greenhalge, Senior Project Manager, Pesterfield Civil Engineering City Council regarding proposed conditions and said the goal is to preserve as many trees as possible while maintaining functionality of units and said he agrees with the conditions as written.

Council Member Dr. Jennifer Hensley inquired regarding square footage of the units and parking spaces and Mr. Greenhalge confirmed the square footage would be approximately 1,900 square feet and driveways would be approximately 36 feet deep to accommodate four cars without parking on the sidewalk or street and said garages may be incorporated into the design where applicable. Council Member Jerry Smith expressed concerns regarding on street parking and Mr. Greenhalge confirmed the site was not designed to allow this for safety as the proposed street is 20 feet wide. Mr. Manley confirmed this street will be a private street.

There were no other questions by City Council.

The City Clerk confirmed this hearing has been advertised in accordance with NC General Statutes. The Public hearing opened at 7:02 p.m.

Ken Fitch of 1046 Patton St. addressed City Council virtually by Zoom expressing concerns for proximity and density and stated mature trees should be protected.

The public hearing was closed at 7:04 p.m.

Council Member Jerry Smith moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from County R-1 zoning to PRD-CZD (Planned Residential Development – Conditional Zoning District) based on the site plan submitted by the applicant and subject to the following:

Permitted uses shall include:

1) ***Residential Dwellings, Two-Family***

Conditions that shall be satisfied prior to final site plan approval include:

1) ***Trees slated for preservation as shown on the site plan must be protected in accordance with Section 15-4 (c) of the Zoning Code prior to construction; and***

2) ***The developer shall work with staff to extend the driveways to increase parking for each unit, and***
3) ***Barriers along the southern property line shall be supplemented with fencing, berms and/or additional landscaping; and***
4) ***Visitor parking and cluster mailbox parking shall be added.***

Finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map and that the rezoning is reasonable and in the public interest for the following reasons:

1) ***The development will provide additional housing while clustering development and preserving existing tree canopy; and***
2) ***The development will provide additional housing options within the city; and***
3) ***The proposed use is compatible with the area.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-21-31

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL NUMBER 9577-88-3870 BY CHANGING THE ZONING DESIGNATION FROM COUNTY R1 TO PRD-CZD PLANNED RESIDENTIAL DEVELOPMENT - CONDITIONAL ZONING DISTRICT

IN RE: Parcel Number: 9577-88-3870 – 2201 Old Spartanburg Rd. (Oak Preserve)
(File # P21-11-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant OP Management / Troy Lee (owner) for the development of 30 Residential Units / 15 Duplexes on approximately 5.6 acres; and

WHEREAS, the Planning Board took up this application at its regular meeting on May 10th, 2021; voting 5-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville; and

WHEREAS, City Council took up this application at its regular meeting on June 3rd, 2021, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina as follows:

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel number 9577-88-3870 from County R1 to PRD-CZD (Planned Residential Development - Conditional Zoning District)

2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be based on the site plan submitted by the applicant and subject to the following.

    a. Permitted uses shall include:
        i. Residential Dwellings, Two-Family.

    b. Conditions that shall be satisfied prior to final site plan approval include:
        i. Trees slated for preservation as shown on the site plan must be protected in accordance with Section 15-4 © of the Zoning Code prior to construction; and

        ii. The developer shall work with staff to extend the driveways to increase parking for each unit; and

        iii. Barriers along the southern property line shall be supplemented with fencing, berms and/or additional landscaping; and

        iv. Visitor parking and cluster mailbox parking shall be added.

3. This ordinance shall not be effective until the stipulated list of use(s) and conditions, established herein, is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

DRAFT

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

8. UNFINISHED BUSINESS - NONE

9. NEW BUSINESS

A. Resolution Approving the City of Hendersonville Core Values and Beliefs – *John Connet, City Manager*

City Manager Connet discussed the Core Values and Beliefs City Council has identified and reminded everyone this will be evaluated annually at City Council retreats. Council Member Jerry Smith extended thanks and appreciation to fellow Council Members and to staff.

Council Member Jeff Miller moved that City Council adopt the resolution to approve the City of Hendersonville Core Values and Beliefs as presented. A unanimous vote of the Council followed. Motion carried.

Resolution #R-21-53

RESOLUTION TO BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT CITY OF HENDERSONVILLE CORE VALUES AND BELIEFS

WHEREAS, the City Council held their annual budget retreat on February 25th and 26th , 2021; and

WHEREAS, during this retreat the City Council drafted a set of core values and beliefs for the City of Hendersonville; and

WHEREAS, these core values and beliefs shall serve, in conjunction with the existing mission and vision statements, as guiding principles for the City Council; and

WHEREAS, the core values and beliefs may be amended in the future to ensure they reflect the values and beliefs of the City Council;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville Core Values and Beliefs are hereby adopted as presented.
2. The core value and beliefs, as well as the mission and vision statements, shall be reviewed on an annual basis to ensure they reflect the goals and objectives of the current City Council.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

City of Hendersonville Core Values and Beliefs

The City of Hendersonville believes municipal government should be non-partisan.

- Political affiliations are not productive to solving problems of local communities.
- City leaders and staff must lead by example and meet regularly with people who have different points of view.
- City leaders and staff must maintain an awareness of local, state and national political trends but must lead the City in a manner that serves all community members.

The City of Hendersonville values open, transparent communication and trust with the community and each other.

- The City will openly communicate with the public and each other to ensure information about services, policies and programs are available to all.
- The City will build trust through ethical and transparent leadership.

DRAFT

- The City will share information and solicit feedback prior to the implementation of new programs and policies.
- The City will be open to concerns and comments from all stakeholders and will ensure the community can easily speak to leaders without fear of retribution/embarrassment.

The City of Hendersonville believes community members expect services to be delivered at a high level.

- The City will deliver services at a high level to make people feel their taxes and fees are being used effectively and to encourage others to live in our community.
- The City will deliver services in a manner that ensures the safety of the community.
- The City will deliver services in a manner that limits the disruption of our community members' daily lives to the greatest extent possible.

The City of Hendersonville values all community members through promoting diversity, equity, and inclusion.

- The City must evaluate all laws, policies, and rules to ensure that they can be implemented and enforced in a fair and equitable manner.
- The City must evaluate all current and future programs, projects, or initiatives to ensure they build a culture where differences are valued.
- The City must ensure that leaders and staff consistently work to build trust and positive relationships throughout our entire community.

The City of Hendersonville values its employees and must support them to ensure the provision of high-quality services to its residents.

- The City must provide growth opportunities to employees and educational tools to allow them to grow in their roles and responsibilities.
- The City must respect and pay employees fairly and competitively.
- The City must support employees by providing a safe and hazard free workplace.

The City of Hendersonville believes that it must pursue and provide opportunity for responsible growth.

- The City will establish and maintain policies and programs that encourage economic opportunity and help grow small business and entrepreneurship.
- The City will work with our community to provide educational opportunities about growth and its impact on economic vitality and quality of life .
- The City will encourage responsible growth that provides opportunities for success to all segments of our community.
- The City will make efforts to generate affordable housing options and reduce the impacts of the high cost of living within our community.
- The City will prioritize the protection of existing residential neighborhoods when making growth decisions.

The City of Hendersonville values the lives of all community members and must protect them through collective action.

- Our goal is to make the lives of all residents better through collective action.
- The City recognizes the sanctity of each person's life.
- The City must be open to change priorities and polices as circumstances change in the world around us.

The City of Hendersonville believes environmental sustainability is critical to preserving the community for future generations.

- The City will evaluate the environmental sustainability of all projects and programs while maintaining a solid relationship with residential and business development.
- The City believes that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects.
- The City must lead by example by evaluating all city operations to ensure they protect or repair the natural environment and are environmentally sustainable.
- The City will prioritize the protection of existing tree canopy and the development of greenspaces and parks.

B. Resolution Approving Diversity & Inclusion Committee Bylaws – *John Connet, City Manager*

DRAFT

City Manager Connet presented a draft Charter for the Diversity & Inclusion Committee and discussed preferences of size and of the role of City Council Members within the Committee. After much discussion Council agreed to have seven voting members and for the Mayor to serve as liaison and the Mayor Pro-tempore to serve as an alternate, non-voting members of the Committee.

Council Member Jeff Miller moved that City Council adopt the resolution approving the Diversity and Inclusion Committee Charter and Rules of Procedure as amended with the following amendments: the Mayor serving as liaison, and Mayor Pro-tempore as alternate. A unanimous vote of the Council followed. Motion carried.

Resolution #R-21-54

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE THE CHARTER AND RULES OF PROCEDURE FOR DIVERSITY AND INCLUSION COMMITTEE

WHEREAS, following the death of George Floyd on May 25, 2020, and subsequent protests, members of the City Council began having regular meetings throughout the community to improve communication and understanding among all residents; and

WHEREAS, the City Council values all community members through promoting diversity, equity and inclusion; and

WHEREAS, the City Council wishes to create an Diversity and Inclusion Committee to advise them on matters of equity and inclusion; and

WHEREAS, The Committee shall provide input and guidance for the City Council's strategic objective to prioritize equity and inclusion and create a culture of belonging, address past inequities, and treat everyone with respect and dignity.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The Charter and Rules of Procedure are hereby approved.
2. The City Manager is charged with organizing the committee and facilitating their initial meetings.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

C. Joint Resolution by the Hendersonville City Council and Henderson County Board of Education to Enter into an Agreement Exchanging Certain Properties – *John Connet, City Manager*

City Manager John Connet recalled the City Council and Board of Education working together for the last several months on a property exchange for Edwards Park. Manager Connet stated city staff has drafted the attached resolution establishing the framework for the exchange and said staff is recommending the adoption of the resolution authorizing the City Manager, City Attorney, School Superintendent and School Board Attorney to draft an exchange agreement to bring back to City Council and the Board of Education for approval in order to move this project forward.

Council Member Lyndsey Simpson asked for consideration regarding historical preservation of the ball field. Council Member Jerry Smith stated the Superintendent and School Board will need to be made aware of any requirements the national registry would require and said he did not feel it was necessary to add to the resolution but would address it in the contract. Council Member Simpson agreed.

Council Member Jerry Smith moved that the City Council adopt the joint resolution authorizing the City Manager, City Attorney, School Superintendent and School Board Attorney to negotiate and develop an exchange agreement between the City of Hendersonville and Henderson County Board of Education subject to the amendment that a minimum width of 30 feet with regard to the parameter of the 25 acres be held for an easement to build a public greenway. A unanimous vote of the Council followed. Motion carried.

DRAFT

Resolution # R-21-55

JOINT RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL HENDERSON COUNTY BOARD OF PUBLIC EDUCATION TO ENTER INTO AN AGREEMENT EXCHANGING CERTAIN PROPERTIES

WHEREAS, §160A-274 authorizes the City of Hendersonville and Henderson County Board of Public Education to exchange property upon such terms and conditions as it deems wise, with and without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property; and

WHEREAS, the City of Hendersonville currently owns Berkeley Park which consists of approximately sixty (60) acres and a historic baseball field; and

WHEREAS, The Henderson County Board of Public Education, which operates the Henderson County Public Schools (the "Board"), wishes to obtain approximately twenty-five (25) acres of property at Berkeley Park, including the historic baseball field, for athletic facilities for Hendersonville High School; and

WHEREAS, the Board currently owns Edwards Park and a former athletic field located behind HCPS administrative offices ("Athletic Field"); and

WHEREAS, the City of Hendersonville wishes to obtain (1) Edwards Park, excluding the parking lot located adjacent to the former VFW building which will be conveyed to Henderson County by the Board, subject to an easement to the City of Hendersonville for use by patrons of Edwards Park; and (2) the Athletic Field for the development of park facilities and green space.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina and Henderson County Board of Public Education that:

1. The City Manager, City Attorney, Superintendent and School Board Attorney are authorized to negotiate and develop an exchange agreement between the City of Hendersonville and the Board consistent with the terms of this Resolution.
2. The exchange agreement shall provide that the City of Hendersonville will convey approximately twenty-five (25) acres of Berkeley Park, including the historic baseball field, to the Board in exchange for (1) the conveyance by the Board to the City of (a) Edwards Park (excluding the parking lot to be conveyed to Henderson County) and (b) the Athletic Field; and (2) the payment of $100,000 to the City as additional consideration for the 25 acres of Berkeley Park property.
3. The exchange agreement shall include the following stipulations by the City of Hendersonville and the Board, in addition to such other stipulations as may be necessary to carry out the intent of this Resolution:
    a. The City of Hendersonville shall retain an easement, reserving the right to the City to construct a public greenway or walking track, a minimum of thirty (30) feet in width, around the perimeter of the 25 acres of the Berkeley Park property that the City of Hendersonville will convey to the Board.
    b. Except for the historic baseball field and any future athletic fields built, the public shall have access to the 25 acres at Berkeley Park after its conveyance to the Board, including the proposed lighted tennis courts, at no cost to the public. The exchange agreement shall contain terms and conditions upon which the other facilities within the 25 acres at Berkeley Park (including athletic fields and facilities) will be made available for use by the public, including but not limited to use and reservation for a fee.
    c. The Board will make a good faith effort to preserve all trees currently present within the 25 acres of Berkeley Park, and in any event, the Board and City will negotiate the replacement of any trees that are removed during the construction of the future softball field, any other athletic fields constructed, and the future tennis courts.
    d. The Board will grant to the City a written right-of-first-refusal to the 25 acres of the Berkeley Park property in the event that the property is disposed of by sale or exchange, subject to the rights granted to Henderson County by N.C.G.S. § 115C-518. Such right of first refusal must be provided in recordable form, and must be recorded as part of the closing on the exchange contemplated by this Resolution.
    e. The Board will convey Edwards Park to the City, excluding the parking lot which is adjacent to the prior VFW building that will be conveyed to Henderson County.
    f. The conveyance of the parking lot (which is adjacent to the VFW building, and which is currently a part of Edwards Park (the "Servient Tract")), to Henderson County by the Board and will support the acquisition of an parking easement between the City and County benefitting the portion of Edwards Park that will be conveyed to the City (the "Dominant Tract"), and such easement shall provide parking for the patrons of the Edwards Park Dominant Tract upon such terms as are acceptable to the City and the County.
    g. The Board will convey the Athletic Field to the City with the stipulation that it remain as a park or green space available for public use between the hours of dawn and dusk only.

DRAFT

However, the City of Hendersonville shall be authorized to hold supervised events after-dark upon notification to the Superintendent.

h. The City will grant to the Board of Education a written right-of-first-refusal to both the Edwards Park Dominant Tract and the Athletic Field property in the event that one or both parcels are disposed of by the City by sale or exchange. Such right of first refusal must be provided in recordable form, and must be recorded as part of the closing on the exchange contemplated by this Resolution.

i. All memorial plaques in the baseball stadium are to remain in their current locations unless a building is torn down. If that occurs, the memorial plaques will be placed on the back of the home dugout.

4. The City Manager, City Attorney, Superintendent and School Board Attorney shall cause such surveys to be conducted as necessary to formalize the exchange agreement contemplated by this Resolution.
5. The terms of this Resolution do not constitute a contract, but are intended to be used for the purpose of the negotiation and preparation of an exchange agreement, consistent with the terms of this Resolution, to be brought back to the City Council and the Board for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

D. Stormwater Utility Ordinance & Credit Policy– *Michael Huffman, Stormwater Administrator*

Stormwater Administrator Mike Huffman recalled the presentation given at the April 28, 2021, Council Meeting on the new Stormwater Utility Ordinance and Service Charge Credit Policy and stated feedback provided by City Council on the proposed ordinance and policy have been included in the revised draft ordinance and credit policy for Council consideration.

Mr. Huffman stated changes included crediting the $50.00 application fee to the next month's stormwater service charge if the application is accepted by city. Mr. Huffman stated the utility ordinance definitions were updated to include impervious area and additional language clarifying uses of the enterprise fund as well as language setting forth regulations and guidelines for off-right of way easements for stormwater and drainage. Mr. Huffman stated the policy outlines steps necessary for a person seeking credit under the policy.

Council Member Dr. Jennifer Hensley moved that City Council adopt the Ordinance to add new Article IV, Stormwater Utility, to Chapter 24 of the Code of Ordinances and further move to adopt the Resolution to Approve the Stormwater Service Charge Credit Policy as presented. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-21-32

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADD A NEW ARTICLE IV, STORMWATER UTILITY, TO CHAPTER 24 OF THE CODE OF ORDINANCES

WHEREAS, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and federal phase II Storm Water rules promulgated under it, as well as the rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements required the City as the holder of a Phase II NPDES Permit for stormwater to adopt minimum stormwater controls such as those included in Chapter 24, Article III, Stormwater Ordinance contained within the Hendersonville City Code of Ordinances; and

WHEREAS, the City of Hendersonville wishes to create a stormwater utility as authorized by N.C.G.S. Chapter 160A, Article 16, to provide a fee-based mechanism to fund the City's ownership, operation and management of a stormwater program within the City, including the administration of the Stormwater Ordinance and the ownership, maintenance and operation of certain stormwater infrastructure;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina as follows:

Section 1. Chapter 24 of the Code of Ordinances for the City of Hendersonville is amended to add a new Article IV, entitled Stormwater Utility, to read as follows:

CHAPTER 24, ARTICLE IV. - STORMWATER UTILITY

DIVISION 1. - GENERALLY

Sec. 24-200. - Findings.

(a) Stormwater poses a threat to the public health, safety, and welfare because it floods properties, erodes watercourses and channels, and pollutes streams and rivers.

(b) By mapping, planning, constructing, operating, cleaning, regulating and maintaining natural and constructed stormwater management facilities, the city reduces the adverse effects of stormwater and improves the quality of groundwater, streams, rivers, and lakes in and around the city.

(c) Stormwater management programs, including both stormwater conveyance and drainage systems, educational and other programs, protect water quality by helping to control the level of pollutants in, and the quantity and flow of, stormwater and structural and natural stormwater and drainage systems of all types.

(c) Providing a stable source of funding for the programs and activities heretofore described can best be accomplished through the creation of a stormwater utility. Such a utility will benefit owners and occupants of developed land in the city and other citizens.

(d) The area of impervious surface on a property, the type of use (residential, nonresidential, and other residential including but not limited to multi-family residential), the size of property, and other factors affect the peak rate of runoff, the total volume discharged, and pollutant loadings of stormwater that flows from property. It is equitable to fund a stormwater utility through a system based upon these factors.

Sec. 24-201. - Definitions applicable to article.

All definitions found elsewhere in this chapter apply in this article, in addition to the ones below, unless the context of the article language clearly indicates otherwise. The stormwater administrator is authorized to interpret and to apply these definitions. If a property could be interpreted to fall into more than one category the stormwater administrator shall determine the applicable category.

Customer or consumer means the person or entity to which a bill for stormwater service charges is sent. This may include the owner, occupant, or tenant of property, a homeowners' association with responsibility for property or for common areas associated with property, or a person or entity who has requested in writing to be billed for stormwater service charges for a property.

Developed land means property that contains impervious surface, and includes improved land without structures and land on which improvements are under construction, with the exception of city streets.

Equivalent Residential Unit (ERU) is 3000 square feet of impervious surface, which is the average amount of impervious surface on a single-family property in the city.

Impervious surface means a surface which, because of its composition or compacted nature, impedes or prevents natural infiltration of water into the soil, including, but not limited to, roofs, solid decks, driveways, patios, sidewalks, parking areas, tennis courts, concrete or asphalt streets, or compacted gravel surfaces. Wooden slatted decks and the water area of swimming pools are considered pervious.

Other residential uses mean any developed land not fitting the definition of a residential unit but being used for residential purposes. It includes, but is not limited to, land upon which there are residential structures that contain two or more units such as duplexes, triplexes, townhouses, condominiums, apartments, boardinghouses; and includes associated land containing improvements under construction or impervious surfaces that are not structures such as parking lots, private streets, and driveways.

Nonresidential land means any developed land not fitting the definition of a residential unit or other residential uses, including but not limited to churches; institutional buildings, whether public or private; commercial, office, and industrial buildings, including associated land containing improvements under construction or impervious surfaces that are not structures such as parking lots, private streets and driveways.

Property owner or owner means the owner of a parcel of land as shown on the county tax records.

Residential unit means a detached single-family house or other detached single family dwelling unit, including but not limited to a manufactured home or mobile home located on an individual lot or parcel of land rather than in a manufactured home park.

Stormwater means the runoff from precipitation that travels over natural or developed surfaces to the nearest stream, other conduit, or impoundment and appears in lakes, rivers, ponds, or other bodies of water.

DRAFT

Stormwater services means the city program for protection of stormwater quality and for the partial control and conveyance of stormwater. It includes, without limitation, public education; monitoring, removing, and regulating stormwater pollutants; other activities described in the state-issued NPDES permit; mapping; planning; regulating, reviewing and inspecting private stormwater infrastructure; and operating, cleaning, and maintaining the city's stormwater system. The existence of stormwater services does not extend the city's ownership or responsibility to portions of the stormwater system that are privately owned, nor does it allow the city to control the conveyance of stormwater so as to prevent property damage from flooding.

Stormwater system or drainage system means the system of natural and constructed conveyances for collecting and transporting stormwater, whether publicly or privately owned. It includes lakes, ponds, rivers, perennial and intermittent streams, connected wetlands, open ditches, catch basins and other inlets, pipes, sewers, drains, culverts, and, in addition, created stormwater management facilities that provide partial treatment by passive means such as wet detention ponds, detention basins, and stormwater wetlands.

Stormwater utility funds mean the stormwater service charges and the interest generated by those charges.

Secs. 24-202—24-250. - Reserved.

DIVISION 2. - ESTABLISHMENT OF STORMWATER SERVICE CHARGES AND CREDITS

Sec. 24-251. - Creation of stormwater account; activities of the stormwater services division.

Stormwater service charges and interest generated by such charges shall be placed in a separate city account and shall be used by the city solely for the operational costs, indirect costs, debt principal and debt service, and establishment of a reserve fund for stormwater services.

Sec. 24-252. - Stormwater service charges.

All developed land in the city, whether public or private, shall be subject to a stormwater service charge set by the city council. Exemptions shall not be allowed based on age, tax exemption, or other status of an individual or organization. Service charges may be subject to a credit system as further provided in this article. The stormwater service charges shall be adopted (and amended) by City Council after notice and a public hearing as required by N.C.G.S. § 160A-314. As set out in N.C.G.S. § 160A-314, the hearing may be held concurrently with the public hearing on the City's proposed budget.

Sec. 24-253. - Billing method, responsible parties.

Bills for stormwater service shall be sent at regular, periodic intervals, which may range from monthly to yearly. Where a property owner is also receiving water and/or sewer services from the City, stormwater service charges may be billed on a combined utility bill that also contains charges for water and/or sewer service.

Sec. 24-254. - Payment provisions, utility termination.

Where stormwater service charges appear on a combined utility bill, and a customer does not pay the service charges for all the utilities on the bill, the partial payment will be applied to the respective service charges in the following order: late fees for the utility bill; delinquent stormwater charges; delinquent sanitation charges; delinquent sewer charges; delinquent water charges; current stormwater charges; current sanitation charges; current sewer charges; and current water charges. As used hereinabove, "charges" includes all fees, charges, and penalties in the fee schedule adopted by City Council related to water, sewer, sanitation, stormwater, and any other enterprise systems authorized by N.C.G.S. § 160A-314.

Billing and collection shall be in accordance with the City of Hendersonville Billing Policy & Procedures, as amended and approved by the City Council.

Sec. 24-255. – Credits and Exemptions.

(a) The city may provide a system of credits against stormwater service charges for properties on which stormwater facility construction or maintenance substantially mitigates the peak discharge or runoff pollution flowing from such properties or substantially decreases the city's cost of maintaining the public stormwater system. The engineering department will develop written policies to implement the credit system. Applicable credits shall be those approved in a stormwater service charge fee schedule, adopted by City Council in accordance with Sec. 24-252. Credits may be adopted, amended, or eliminated as the discretion of the City Council as part of the adoption or amendment of the stormwater service charge fee schedule.

(b) Exemption: The following properties are exempt from the payment of stormwater services charges:

DRAFT

(1) Improved public roads, sidewalks, and greenways, not including internal roads within public facilities, which have been conveyed to and accepted for maintenance by the North Carolina Department of Transportation or the City and which are used by the public for motor vehicle or pedestrian transportation; and

(2) Railroad corridors and tracks. This exemption shall not be construed to apply to railroad stations, maintenance buildings, or other developed land used for railroad purposes.

(3) Undeveloped land, open space delineated on a recorded plat with less than 600 square feet of impervious surface, or land parcels with less than 600 sq feet of impervious surfaces.

(4) Private streets within a subdivision or planned residential development.

(5) Parcels maintained by homeowner associations as open space or with engineered stormwater control measures.

(6) Other parcels against which the stormwater utility service charge fee schedule adopted by City Council pursuant to Sec. 24-252 does not assess a stormwater fee.

(c) Any credits shall be contingent upon the property's stormwater SCMs complying with the standards of the City's stormwater control ordinance.

Secs. 24-256—24-283. - Reserved.

DIVISION 3. - USE OF STORMWATER UTILITY FUNDS FOR CONSTRUCTION, IMPROVEMENTS, AND MAINTENANCE

Sec. 24-284. - Purpose and definitions.

(a) Purpose. This division establishes the conditions under which funds from the stormwater utility will be used for work on drainage system components located outside the city-owned drainage system or within city-owned rights-of-way and dedicated easements. Drainage system components located within city-owned rights-of-way play an essential function in carrying stormwater and the public impact when such components malfunction is generally greater than when such components are located outside the rights-of-way. Therefore, the first priority use of stormwater utility funds is for maintenance of and improvements to drainage system components within city-owned rights-of-way. Stormwater utility funds may also be used to fund drainage system construction, improvement, repair, or maintenance on property outside of city rights-of-way. The city has an interest in helping to assure that components of the drainage system that have an impact on the overall system are maintained and/or improved, whether located inside or outside city rights-of-way. Such components are generally those that carry in whole or in part runoff from publicly maintained streets.

The intent of this section is not to transfer responsibility or liability to the city for drainage system components on property not owned by the city that carry such runoff. Rather, it is to establish criteria and priorities to be used when making available stormwater utility funds for work on drainage system components located outside of city-owned rights-of-way. No action or inaction of the city pursuant to this section shall impose upon the city, its agents, officers, or employees, any responsibility or liability of any kind, past or future, relating to any person or property. No action by the city, including but not limited to funding of work on drainage system components not owned by the city, shall be considered as a taking or appropriation of, or assumption of responsibility for any stream, drain, ditch or other drainage system feature that is outside city-owned property or right-of-way.

City participation in work on drainage system components outside of the right-of-way is limited to the extent to which funds are available for such purpose and no entitlement to receive funds for such work arises from this division.

(b) Definitions. In addition to definitions previously appearing in division 1 of this article, the definitions below also apply to this division. Interpretation and application of this division shall be by the director of public works, whose decisions are final and not subject to appeal.

Director means the city's director of the department of Engineering or any successor department in which primary responsibility for administering the stormwater services resides, and includes any individual to whom the director delegates responsibilities under this article.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters and/or, the rapid accumulation of runoff of surface waters from any source.

Public street means an area for vehicular traffic that is maintained by the city or North Carolina Department of Transportation and is within publicly owned right-of-way.

DRAFT

Routine maintenance means activities that allow the drainage system to function properly by keeping it clean and free of blockage. It does not include construction or major repair. Examples include but are not limited to, cleaning grates and inlets, flushing pipes, removing blockages in pipes, removing litter and debris from channels and ditches, minor clearing of overgrown vegetation and minor repair of erosion control measures.

Sec. 24-285. - Criteria for use of stormwater utility funds for drainage assistance projects located outside of city-owned rights-of-way.

(a) Work on drainage projects may be funded with stormwater utility funds provided that all of the following eligibility criteria are met:

(1) The drainage system carries, in whole or in part, runoff from public streets.

(2) The property on which the drainage system is located has not received any credit under section 24-255 for stormwater service utility charges within the preceding five years.

(3) The drainage system is not part of a water quality treatment facility or water quantity control device that was required to be constructed and maintained as part of an approved development.

(4) The drainage system is not located on property which is undergoing development or redevelopment unless the development/redevelopment project is funded in part by other city funds.

(5) The condition of the drainage system must impact or threaten an existing inhabited or occupied building or a public street, sidewalk, or other public pedestrian walkway.

Conditions that do not qualify include but are not limited to:

- Moisture or ponding not attributable to flooding;
- Groundwater seepage;
- Landscaping;
- Minor erosion;
- Minor ponding or standing water;
- Routine maintenance activities;
- Drainage conditions involving lot to lot drainage of private properties;
- Roof drains and downspouts.

(6) The drainage problem is not caused by flooding due to the periodic temporary inundation of stream flow on lands adjacent to open channels or within mapped floodplains or wetlands.

(7) A formal request for assistance complying with city requirements is submitted to the stormwater services division by the current property owner(s).

The application of the above factors and the determination as to eligibility for stormwater utility funding shall be made by the director and this decision is not subject to appeal. However, the director may bring any request for assistance to City Council for approval.

All authorized work referred to herein shall be performed by the city, its agents and/or contractors. The city will direct all necessary activities including but not limited to design, engineering, contracting, and construction.

(b) In addition, eligible projects must meet the following criteria:

(1) The property owner, if the owner is not the city, must dedicate a stormwater drainage easement of a width, length, and type as specified by the director. The dedication of such easement will be at no cost to the city and shall not relieve the property owner of responsibility or liability for drainage system maintenance;

(2) The property owner shall not owe delinquent fees, charges, assessments, or taxes to the city.

(3) The project shall be the most cost effective, reasonable and practical alternative to correct the existing problem, as determined by the director. Any excess costs shall be borne entirely by the property owner. Design criteria shall meet, but are not limited to, the following criteria:

DRAFT

• The proposed project shall meet current city stormwater design standards to the maximum extent practical;

• Existing open channels shall not be piped unless engineering reasons require such work or significant cost savings would be realized;

• Streams and their associated buffers shall be protected to the maximum extent practical.

(4) The owner must pay the applicable owner's share of the cost of the work as specified in section 24-287.

(5) The owner must execute an agreement with the city that meets city requirements prior to the city's proceeding with the project.

Sec. 24-286. - Priority categories for eligible requests for drainage assistance.

Prioritization of eligible requests shall be based on the severity of the problem, the cost, and the number of properties affected and shall be assessed using written criteria approved by the director. The determination as to the priority a drainage project located outside of city-owned rights-of-way receives shall be made by the director and this decision is not subject to appeal. The following priority categories shall be used, with priority A the highest priority:

(1) Priority A. The condition of the drainage system affects the ability of the system to function under normal design conditions and causes structural impacts to an existing inhabited or occupied building or a public street, sidewalk, or other public pedestrian walkway. Examples include but are not limited to failed systems that cause:

• Sustained street flooding;

• Living space flooding of residential structures; or

• Flooding of an occupied building constructed on a permanent foundation connected to utility services (electric, gas, water, sewer).

(2) Priority B. The condition of the drainage system poses an imminent threat of constituting a priority A project. Examples include but are not limited to failed systems that cause:

• Crawlspace flooding that has not affected the structure's integrity;

• Flooding of attached garages to residential structures.

Sec. 24-287. - Amount of funding from stormwater utility funds.

The amount of funding from stormwater utility funds for projects meeting criteria in section 24-285 shall be limited as set forth below. City funding shall be based on the cost estimate prepared for the most cost-effective alternative as determined by the Director, and this decision is not subject to appeal. Estimated costs shall include, but are not limited to, expenditures for services performed by any agents and/or contractors of the city for survey, design, contracting, construction, and other professional services needed to complete the project. The following funding criteria and formulas apply:

(1) Single-family residential properties. The city will pay for 80 percent of the estimated project cost not to exceed $25,000.00 per property per project. The owner shall pay the remaining cost.

(2) All other properties. The city will pay for 24 percent of the estimated project cost not to exceed $35,000.00 per property per project. The owner shall pay the remaining cost.

(3) Stormwater utility funding for drainage assistance requests shall not exceed $35,000.00 per property owner in a ten-year period.

Sec. 24-288. - Installment payments.

(a) The property owner share of the stormwater drainage repair or improvement project cost, as determined in sections 24-287 and 24-286, may be paid in installments.

(b) The property owner shall submit a request in writing and a completed application for payment of the cost in installments prior to scheduling the stormwater repair or improvement.

(c) The property owner share of the cost shall be payable in eight equal annual installments. The first installment is due and payable 50 days from the date the city manager approves payment of the cost in installments. Subsequent installments, with accrued interest, shall be due and payable on the same date in each successive year thereafter until the property owner share of the stormwater drainage project cost and interest

DRAFT

thereon is paid in full. Installment payments shall bear interest at a rate fixed by the city council in the fee schedule.

(d) From and after the date that the city manager or designee approves payment of the cost in installments, the unpaid portion of the owner's cost shall be a lien on the property as provided in section 35 of the Charter of the city and any other applicable law.

(e) The monies collected shall be used by the stormwater services division solely for stormwater services.

Sec. 24-289. - Other projects not prohibited.

This division does not prohibit or otherwise limit the use of stormwater funds on private property to alleviate or remedy a public nuisance, or to comply with permitting, regulatory, or statutory requirements.

Sec. 24-290. - Severability.

If any section, subsection, paragraph, or clause of this article is held to be invalid or unenforceable, all other sections, subsections, paragraphs, and clauses shall nevertheless continue in full force and remain in effect. In addition, if the city's use of funds for any portion of its stormwater program is held invalid, all other funded portions of the program shall continue in full force and remain in effect.

Section 2. This Ordinance shall be effective upon adoption.

Section 3. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Resolution R-21-56

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE THE STORMWATER SERVICE CHARGE CREDIT POLICY

WHEREAS, the Federal Water Pollution Control Act of 1972 ("Clean Water Act") and federal phase II Storm Water rules promulgated under it, as well as the rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements required the City as the holder of a Phase II NPDES Permit for stormwater to adopt minimum stormwater controls such as those included in Chapter 24, Article III, Stormwater Ordinance contained within the Hendersonville City Code of Ordinances; and

WHEREAS, the City of Hendersonville is creating a stormwater utility as authorized by N.C.G.S. Chapter 160A, Article 16, to provide a fee-based mechanism to fund the City's ownership, operation and management of a stormwater program within the City, including the administration of the Stormwater Ordinance and the ownership, maintenance and operation of certain stormwater infrastructure; and

WHEREAS, in order to create the stormwater utility, the City Council is adopting an Ordinance of the City of Hendersonville City Council to Add a New Article IV, Stormwater Utility, to Chapter 24 of the Code of Ordinances (the "Ordinance"); and

WHEREAS, the City Council is wishes to adopt a policy allowing for a credit against certain portions of the stormwater fees and charges imposed through the adoption of the Ordinance and its associated fee schedule as an incentive for the installation of appropriate stormwater control measures;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the Stormwater Service Charge Credit Policy, attached hereto, is approved.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

E. Resolution of the City of Hendersonville City Council to Establish

Police Chief Blair Myhand stated several residents have contacted the police department expressing concerns for fire and ambulance services not being able to access their homes in the event of emergencies due to on-street parking issues. Chief Myhand stated residents are requesting the addition of a no parking zone on the south side of Woodcock Avenue to address this concern.

There were no questions.

Council Member Jeff Miller moved that City Council adopt the Resolution of the City of Hendersonville City Council to Establish a No Parking Zone on the South Side of Woodcock Avenue. A unanimous vote of the Council followed. Motion carried.

Resolution #R-21-57

RESOLUTION OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ESTABLISH A NO PARKING ZONE ON THE SOUTH SIDE OF WOODCOCK AVENUE

WHEREAS, Woodcock Avenue currently has a pavement width of approximately thirty (30) feet and allows parking on both sides of the street; and

WHEREAS, fire apparatus, ambulances and solid waste vehicles are unable drive down the street when vehicles are parked on both sides of Woodcock Avenue; and

WHEREAS, resident of Woodcock Avenue have notified the City Council that their quality of life is being impacted by individuals that park on both sides of the street to conduct illegal activity; and

WHEREAS, the Chief of Police, Fire Chief and Public Works Director support the establishment of a no parking zone on Woodcock Avenue to facilitate the provision of city services to these residences.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina as follows:

1. A no parking zone shall be established on the south side of Woodcock Avenue between Ashe Street and Robinson Terrace.

2. The Public Works Director shall designate the no parking zone as directed by Section 50-81 of the Code of Ordinances for the City of Hendersonville.

Adopted by the City Council of the City of Hendersonville, North Carolina this 3rd day of June 2021.

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

10. CITY COUNCIL COMMENTS

Council Member Jerry Smith suggested a list of board, commission, committee applicant names be made public for others to view. The City Council concurred and directed the City Clerk to provide the names of applicants for public view within the agenda packet.

11. CITY MANAGER REPORT – *John F. Connet, City Manager*

City Manager John Connet reminded City Council the cash and investment report was submitted within the agenda packet and also reminded everyone there would be no second monthly meeting on June 23, 2021.

12. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Board & Commission Appointments (Planning Board & Tree Board) – *Angela L. Reece, City Clerk*

Council Members Dr. Jennifer Hensley, Jeff Miller, and Lyndsey Simpson nominated and moved that City Council appoint James Lyon, Robin Grainger, and Katie Weibel each to fill a 3-year term on the Animal Services Advisory Committee ending on June 30, 2024. A unanimous vote of the Council followed. Motion carried.

Council Members Lyndsey Simpson, and Dr. Jennifer Hensley moved that City Council appoint Randy Hunter and Cam Boyd each to fill a 3-year term on the Business Advisory Council ending on June 30, 2024. A unanimous vote of the Council followed. Motion carried.

Council Members Jeff Miller and Lyndsey Simpson moved that City Council appoint Gerald Fitzgerald and Julie Buckman each to fill a 1-year, At-Large term on the Downtown Advisory Board ending on June 30, 2022. A unanimous vote of the Council followed. Motion carried.

Council Member Dr. Jennifer Hensley moved that City Council appoint Jamie Carpenter as staff appointment to the TDA Board. A unanimous vote of the Council followed. Motion carried.

13. CLOSED SESSION

At 7:54 p.m. City Council Member Lyndsey Simpson moved that City Council enter into closed session pursuant to NCGS § 143-318.11(a)(1)(3)and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to consult with an attorney employed by the public body in order to preserve the attorney-client privilege between the attorney and the public body, and to consider the qualifications, competence, performance, character and fitness of a public officer.

Council Member Jeff Miller moved that City Council return to Open Session at 9:25 p.m. A unanimous vote of the Council followed. Motion carried.

14. ADJOURN

There being no further business, the meeting was adjourned at 9:25 p.m. upon unanimous assent of the Council.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
Angela L. Reece, City Clerk

DRAFT

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Lew Holloway, Community Development Director

MEETING DATE: July 1, 2021

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Community Development

TITLE OF ITEM: Special Event: Block Party on Main – *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

I move that City Council approve the special event permit for the Block Party on Main as presented.

SUMMARY:

The Block Party on Main is proposed to be held on Saturday, July 31, 2021, from 5:30-10pm at the Visitor Center Stage on 201 S Main Street. The request includes a closure of Main Street between Allen Street and Barnwell Street for extra seating. The live music event is organized by the Tourism Development Authority as a part of the Ingles annual concert tour. The TDA expects 6,000 attendees at the concert which is to take place between 7 and 9:30pm. Patrons will be encouraged to donate canned goods which will be donated to MANNA Food Bank. The event organizers request police officers on site for security. The Special Events Committee unanimously voted to recommend approval of this event as presented.

BUDGET IMPACT: NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded.

ATTACHMENTS:

None

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle **MEETING DATE:** July 1st, 2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: HPD Project Change Order #013 – *Brian Pahle, Assistant City Manager*

SUGGESTED MOTION(S):

I move to adopt the Resolution By The City Of Hendersonville City Council To Approve Certain Change Orders, as presented. I further move to adopt budget amendment 07012021-01, as presented.

SUMMARY:

An amendment to increase the authorized budget for change orders by a total of $31,682.00. This change order will address a needed segmental retention wall on the east side of the property abutting the residential housing on the corner of Pace St. and Beech St. This wall was removed during cost control in the design of the project and was later determined to be needed to ensure a quality final product. Funds are available in the General Fund to support this change.

BUDGET IMPACT: $31,682.00

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. Proposed to be funded through existing revenues transferred from the General Fund (010) to the HPD Capital Projects Fund (410).

ATTACHMENTS:

Resolution By The City Of Hendersonville City Council To Approve Certain Change Orders

Proposed Change Order #013

Budget Amendment Form 07012021-01

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO AUTHORIZE A SET OF CHANGE ORDERS RELATED TO THE HPD CONSTRUCTION PROJECT

WHEREAS, the North Carolina General Assembly allows for construction management at risk contracts under G.S. 143-64.31; and

WHEREAS, the City entered into a contract with Edifice General Contractors for construction manager at-risk services for the HPD project; and

WHEREAS, change orders made to the project after award of the project are not subject to competitive bidding requirements if the original contract was competitively bid and there is no limitation on the dollar amount of change order work under G.S. 143-129(e)(4); and

WHEREAS, there is a list of unforeseen circumstances in the design of the project that require changes to deliver a quality construction project; and

WHEREAS, these change orders require concurrence and approval from USDA, the lender for this project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Manager is authorized to authorize the proposed change order #013, as presented, any changes orders that approve deductive changes, and any change orders that do not require a project budget ordinance amendment.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

TO MAYOR & COUNCIL - July 1st, 2021

FISCAL YE

Form Number - 07012021-01

BUDGET AMENDMENT

010 & 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
410-1300-550103-18020-000-000-00000-00000	Capital Outlay - CIP	31,682.00	
410-0000-470100-18020-000-000-00000-00000	Transfer in from GF	31,682.00	
FUND 410	TOTAL REVENUES	31,682.00	
	TOTAL EXPENDITURES	31,682.00	
010-0000-534999-00000-000-000-00000-00000	Contingencies		31,682.00
010-1002-598901-00000-000-000-00000-00000	Transfer Out	31,682.00	
FUND 010	TOTAL REVENUES		
	TOTAL EXPENDITURES	31,682.00	31,682.00

An amendment to increase the authorized budget for change orders by a total of $31,682.00. This change order will add a segmental retaining wall to the east side of the property.

City Manager

6-17-21
Date

City Clerk

Date

Approved:

Proposed Change Order

Edifice, LLC
Post Office Box 36349
Charlotte, NC 28236
Phone: 704-332-0900

Owner : City of Hendersonville

Date Submitted:

Project: NC3934 - Hendersonville Police Department Headquarters

Proposed Change Order # : **13 - New Segmental Wall**

Description of Change:

Description	Scope of Work	Amount
Item No: 1 - New Segmental Wall		
Earthwork	(Moore & Son) - Furnish and install segmental retaining wall behind dumpster encloser adjacent to the property line. Contractor includes all materials (block, cap, geogrid, etc.), equipment, wall design/engineering, surveying, certification, excavation and backfill (with approved materials).	29,519.00
	Subtotal	**$29,519.00**
	Change Order Add Ons	
	Builders Risk Insurance	103.32
	General Liability	177.73
	Bonds	298.00
	Fee	1,504.90
	Electronic Equipment	79.01
	Total Add-Ons	**$2,162.96**
	Total Amount Requested	**$31,681.96**

City of Hendersonville	Other: If Applicable	Edifice, LLC
Print: _____	**Print:** _____	**Print:** _____
Signed: _____	**Signed:** _____	**Signed:** _____
Date: _____	**Date:** _____	**Date:** _____

Date: 05/12/2021

Project:
Hendersonville Police Dept.

General Contractor
Edifice Const.

MOORE & SON
828-891-8900
SITE CONTRACTORS INCORPORATED

Change Order Request

NO. 12

Item #	Description	Cost
1	Add retaining wall NE of the dumpster pad at adjacent property line per the attached wall plan. Includes Wall design, Certification, Installation, Excavation, and backfill.	$29,519.00

TOTAL **$29,519.00**

Credits

Item # N/A

TOTAL **$0.00**

CHANGE ORDER REQUEST TOTAL **$29,519.00**

Please sign and return if Approved:

Company: Title:
Name: Signature:

Project No. 7701 Wall: #1
Project Name: Henersonville Police Department
Location: Hendersonville, NC

Freeboard: 0.00 ft. (+/-) Above the top profile
Embedment: 1.00 ft. Below the bottom profile

Wall Quantity Estimate

Wall Length =	137	LF
Cap Units	49	SF
Wall Units		SF
Total Area =		SF

Date: 5/27/2021
Name: Bill Brassil

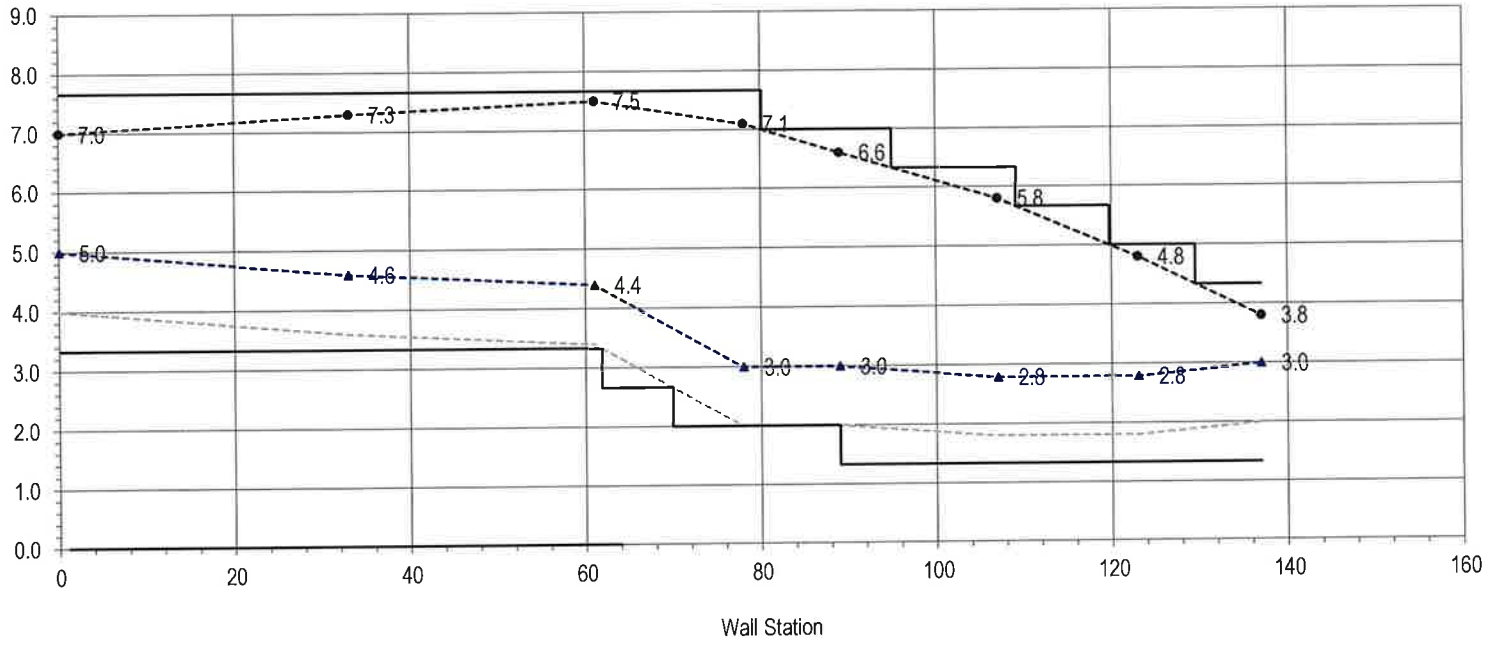
Caps: 4 inch
Units: English

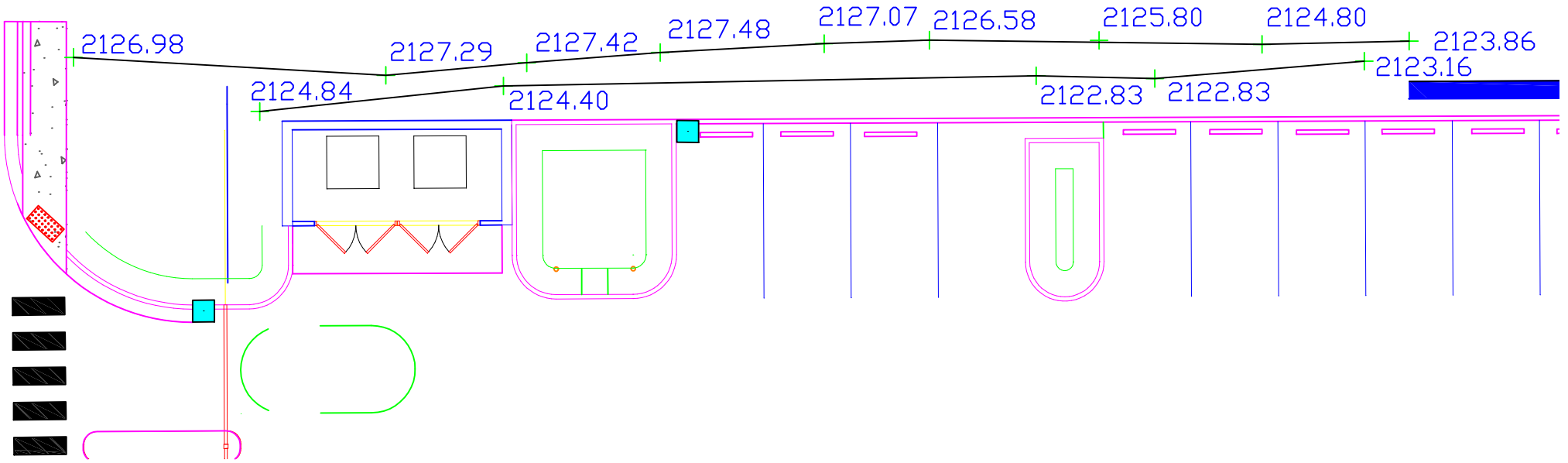
Top of Wall																		
Wall Station	0	33	61	78	89	107	123	137										137.0
Top Elevation	7.0	7.3	7.5	7.1	6.6	5.8	4.8	3.8										

Finished Grade																		
Wall Station	0	33	61	78	89	107	123	137										137.0
Finished Grade	5.0	4.6	4.4	3.0	3.0	2.8	2.8	3.0										

Wall Elevation - Front Face View

This wall elevation profile is for estimating purposes only and should not be used for construction without stamped drawings by a qualified professional engineer.




2126.98
2127.29
2127.42
2127.48
2127.07
2126.58
2125.80
2124.80
2123.86
2123.16
2124.84
2124.40
2122.83
2122.83

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Buchanan, Finance Director **MEETING DATE:** July 1, 2021

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Settlement of Delinquent Taxes – *John Buchanan, Finance Director*

SUGGESTED MOTION(S):

I move that City Council approve the resolution accepting settlement of the delinquent taxes temporarily charged to Jesse Ivens and appointing Amanda Lofton as Deputy Tax Collector as presented.

SUMMARY:

Jesse Ivens was temporarily charged with the collection of delinquent taxes until a new Deputy Tax Collector could be appointed. He is submitting his settlement and delinquent taxes will be charged to the new Deputy Tax Collector.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:
List of delinquent real property tax bills
List of delinquent personal property tax bills
Tax Settlement Report
Tax Collection Percentage Report
Resolution

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT SETTLEMENT OF DELINQUENT TAXES CHARGED TEMPORARILY TO JESSE IVENS AND APPOINT AMANDA LOFTON DEPUTY TAX COLLECTOR

WHEREAS, General Statute 105-373 requires the tax collector to provide settlement of all taxes charged to the collector to the governing board upon their last day in office and;

WHEREAS, Delinquent taxes prior to tax year 2019 were temporarily charged to Jesse Ivens, Senior Accountant until a new Deputy Tax Collector could be appointed ; and

WHEREAS, A new Deputy Tax Collector will be appointed after the acceptance of the tax settlement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The settlement of taxes charged to Jesse Ivens is satisfactory and approved.
2. Having satisfactorily completed his temporary term Jesse Ivens is relieved of his charge to collect delinquent taxes.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

Customer Name	Address 1	Address 2	City	State	Zip	Proper	Property ID	AR Category2	Bill Year	Bill Number	Billed	Adjusted	Abated/Exempt	Payments/Credits	Unpaid Balance
APOLLO GALILEO USA PARTNERSHIP	9700 W HIGGINS RD STE 400		ROSEMONT	IL	60018-4708	P	11289	Personal Prop.	2005	76	$1.11	$0.00	$0.00	$0.00	$1.11
BACH, HENRY	C/O PATRICK PURDY	73 DICKENS LN	HENDERSONVILLE	NC	28739	P	11323	Personal Prop.	2005	107	$39.56	$0.00	$0.00	$0.00	$39.56
BARRIOS, PAUD	65 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	11336	Personal Prop.	2005	120	$53.45	$0.00	$0.00	$0.00	$53.45
BINGHAM, SHEILA	4800 FLAT CREEK RD	LOT 78	OAKWOOD	GA	30566-3136	P	11368	Personal Prop.	2005	151	$14.15	$0.00	$0.00	$0.00	$14.15
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	11484	Personal Prop.	2005	265	$10.88	$0.00	$0.00	$0.00	$10.88
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	11485	Personal Prop.	2005	266	$47.30	$0.00	$0.00	$0.00	$47.30
COOPER, MAE SPIVEY	168 SUNNY LN		HENDERSONVILLE	NC	28792	P	11613	Personal Prop.	2005	391	$13.24	$0.00	$0.00	$0.00	$13.24
CORRAL, ALEJANDRO NAVA	200 MCKEE CIR		HENDERSONVILLE	NC	28792	P	11617	Personal Prop.	2005	394	$24.12	$0.00	$0.00	$0.00	$24.12
DAVIS, GEORGE LEON	P O BOX 1642		FLAT ROCK	NC	28731	P	11658	Personal Prop.	2005	435	$10.41	$0.00	$0.00	$0.00	$10.41
DAVIS, LEE	P O BOX 1642		FLAT ROCK	NC	28731	P	11659	Personal Prop.	2005	436	$35.95	$0.00	$0.00	$0.00	$35.95
DIAZ-SEGOVIA, JOE L	PO BOX 1743		BREVARD	NC	28712	P	11727	Personal Prop.	2005	504	$50.61	$0.00	$0.00	$0.00	$50.61
DODSON, RUSSELL JAMES	65 FOUNDERS WAY		ARDEN	NC	28704	P	11737	Personal Prop.	2005	514	$4.26	$0.00	$0.00	$0.00	$4.26
GONZALEZ, MARIA	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12018	Personal Prop.	2005	780	$7.10	$0.00	$0.00	$0.00	$7.10
GREATER BAY CAPITAL	2000 POWELL STREET 4TH FLOOR		EMERYVILLE	CA	94608	P	12035	Personal Prop.	2005	797	$21.29	$0.00	$0.00	$0.00	$21.29
GREATER BAY CAPITAL	2000 POWELL STREET 4TH FLOOR		EMERYVILLE	CA	94608	P	12036	Personal Prop.	2005	798	$21.60	$0.00	$0.00	$0.00	$21.60
GREATER BAY CAPITAL	2000 POWELL STREET 4TH FLOOR		EMERYVILLE	CA	94608	P	12037	Personal Prop.	2005	799	$28.35	$0.00	$0.00	$0.00	$28.35
GREENWOOD COMPANY	623 OLD SPARTANBURG RD		HENDERSONVILLE	NC	28792-5347	P	12042	Personal Prop.	2005	804	$57.03	$0.00	$0.00	$0.00	$57.03
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	12045	Personal Prop.	2005	807	$12.30	$0.00	$0.00	$0.00	$12.30
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	12046	Personal Prop.	2005	808	$11.35	$0.00	$0.00	$0.00	$11.35
HALFORD, DARYN PHILLIP	557 W FORK CREEK RD		SALUDA	NC	28773	P	12055	Personal Prop.	2005	817	$18.12	$0.00	$0.00	$0.00	$18.12
HARRISON, HARRY	P O BOX 26		GULF SHORES	AL	36547	P	12068	Personal Prop.	2005	830	$8.60	$0.00	$0.00	$0.00	$8.60
HEATHERLY, JACLYN DIANE	610 BROOKLYN AVE # 12		HENDERSONVILLE	NC	28792-6910	P	12078	Personal Prop.	2005	837	$113.05	$0.00	$0.00	$0.00	$113.05
HINOJOSA, JESUS ESTEVEZ	PO BOX 235		FLAT ROCK	NC	28731-0235	P	12138	Personal Prop.	2005	897	$8.51	$0.00	$0.00	$0.00	$8.51
HOGLEN, CHRISTOPHER GLEN	111 KIM LN		HENDERSONVILLE	NC	28792	P	12147	Personal Prop.	2005	906	$1.42	$0.00	$0.00	$0.00	$1.42
JACKSON, WILLIAM J	PO BOX 2013		HENDERSONVILLE	NC	28793-2013	P	12239	Personal Prop.	2005	997	$9.75	$0.00	$0.00	$0.00	$9.75
KILPATRICK, CHARLES M	360 7TH AVE E		HENDERSONVILLE	NC	28792-3706	P	12311	Personal Prop.	2005	1068	$5.16	$0.00	$0.00	$0.00	$5.16
LOWE, DONNA	50 BECKER LANE		FLAT ROCK	NC	28731	P	12415	Personal Prop.	2005	1168	$4.27	$0.00	$0.00	$0.00	$4.27
MARKIT IMAGE INC	120 W ALLEN ST STE B		HENDERSONVILLE	NC	28792	P	12475	Personal Prop.	2005	1228	$29.86	$0.00	$0.00	$0.00	$29.86
MARTINEZ, EUSTACIO G.	P O BOX 477		DANA	NC	28724	P	12488	Personal Prop.	2005	1241	$5.59	$0.00	$0.00	$0.00	$5.59
MARTINEZ, JUAN	2 KENDRICK CT		FLAT ROCK	NC	28731	P	12490	Personal Prop.	2005	1243	$15.61	$0.00	$0.00	$0.00	$15.61
MOVIE STOP EAST	JEFF MCDANIEL	622 FERNCLIFF LN #A	HENDERSONVILLE	NC	28791	P	12576	Personal Prop.	2005	1326	$45.46	$0.00	$0.00	$0.00	$45.46
OLMEDO, ANTONIA	161 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12667	Personal Prop.	2005	1417	$4.73	$0.00	$0.00	$0.00	$4.73
OLMEDO, DANIEL	178 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12668	Personal Prop.	2005	1418	$11.83	$0.00	$0.00	$0.00	$11.83
OLMEDO, GERARDO HERNANDEZ	116 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12669	Personal Prop.	2005	1419	$9.46	$0.00	$0.00	$0.00	$9.46
ORIHUELA, SAMUEL	65 DELOZIER CIR		HENDERSONVILLE	NC	28792	P	12679	Personal Prop.	2005	1429	$15.14	$0.00	$0.00	$0.00	$15.14
OVERMAN, ERNEST ROSCOE	38 N HOLLY LN		FLETCHER	NC	28732	P	12688	Personal Prop.	2005	1438	$2.84	$0.00	$0.00	$0.00	$2.84
OWENBY, TRACY C	10 FRANCIS RD		HENDERSONVILLE	NC	28792	P	12690	Personal Prop.	2005	1440	$9.13	$0.00	$0.00	$0.00	$9.13
PANIAGUA, FERNANDO	324 JAMES ST		EAST FLAT ROCK	NC	28726	P	12699	Personal Prop.	2005	1449	$14.19	$0.00	$0.00	$0.00	$14.19
PAWNEE LEASING CORPORATION	ADVANCED PROPERTY TAX COMPLIAN	1611 N INTERSTATE 35 E SUITE 4	CARROLLTON	TX	75006-8616	P	12714	Personal Prop.	2005	1464	$12.35	$0.00	$0.00	$0.00	$12.35
PEDIATRIC PULMONOLOGY & SLEEP DISO	2802 HIGH SHOALS RD		ANDERSON	SC	29621	P	12723	Personal Prop.	2005	1473	$43.57	$0.00	$0.00	$0.00	$43.57
PEREZ, EZEQUIEL	49 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	12728	Personal Prop.	2005	1478	$34.06	$0.00	$0.00	$0.00	$34.06
PEREZ, JUAN	169 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12729	Personal Prop.	2005	1479	$7.57	$0.00	$0.00	$0.00	$7.57
PEREZ, VIRGILIO	132 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12730	Personal Prop.	2005	1480	$22.70	$0.00	$0.00	$0.00	$22.70
PILLSBURY, PEGGY	119 S MAIN STREET		HENDERSONVILLE	C	28792	P	12741	Personal Prop.	2005	1491	$37.54	$0.00	$0.00	$0.00	$37.54
RAY, ADELE	P O BOX 1873		ETOWAH	NC	28729	P	12811	Personal Prop.	2005	1560	$13.72	$0.00	$0.00	$0.00	$13.72
RESTER, RANDY	707 DUNCAN HILL RD #5		HENDERSONVILLE	NC	28792	P	12838	Personal Prop.	2005	1585	$34.33	$0.00	$0.00	$0.00	$34.33
SAMOVAR CAFE INC	158 WALNUT HEIGHTS LN		HENDERSONVILLE	NC	28739	P	12891	Personal Prop.	2005	1638	$107.58	$0.00	$0.00	$51.60	$55.98
SANDAUOL, OSCAR	47 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12895	Personal Prop.	2005	1642	$15.14	$0.00	$0.00	$0.00	$15.14
SARKOZI, MARIA	416 E DERMID AVE		HENDERSONVILLE	NC	28792	P	12902	Personal Prop.	2005	1649	$29.28	$0.00	$0.00	$0.00	$29.28
SMITH, FRANCES	282 CM SWINE LN		DUNN	NC	28334	P	12962	Personal Prop.	2005	1707	$8.04	$0.00	$0.00	$0.00	$8.04
SOLANO, ABRAHAM AGUILALR	83 MCKEE CIR		HENDERSONVILLE	NC	28792	P	12979	Personal Prop.	2005	1724	$21.29	$0.00	$0.00	$0.00	$21.29
SOLORIO, SANTIAGO	121 CHERYL ANN LN		EAST FLAT ROCK	NC	28726	P	12980	Personal Prop.	2005	1725	$12.04	$0.00	$0.00	$0.00	$12.04
SPEARS, JAMES HENEREY III	207 EWBANK DR		HENDERSONVILLE	NC	28791	P	12995	Personal Prop.	2005	1740	$14.91	$0.00	$0.00	$0.00	$14.91
SUMMEY, BETTY LOU	133 4TH AVE W		HENDERSONVILLE	NC	28739	P	13048	Personal Prop.	2005	1789	$25.16	$0.00	$0.00	$0.00	$25.16
SUMMEY, REGINALD MICHAEL	PO BOX 2333		HENDERSONVILLE	NC	28793-2333	P	13049	Personal Prop.	2005	1790	$37.37	$0.00	$0.00	$0.00	$37.37
SUMMEY, REGINALD MICHAEL	PO BOX 2333		HENDERSONVILLE	NC	28793-2333	P	13050	Personal Prop.	2005	1791	$29.57	$0.00	$0.00	$0.00	$29.57
SUTTLES, GROVER	PO BOX 1849		HENDERSONVILLE	NC	28793	P	13059	Personal Prop.	2005	1800	$13.24	$0.00	$0.00	$0.00	$13.24
TAYLOR, MICHAEL DAVID	1984 GLENHEATH DR		HENDERSONVILLE	NC	28791 9041	P	13074	Personal Prop.	2005	1815	$32.64	$0.00	$0.00	$28.90	$3.74
TERRELL, ROBERT	102 DUNCAN HILL ROAD		HENDERSONVILLE	C	28739	P	13085	Personal Prop.	2005	1826	$3.46	$0.00	$0.00	$0.00	$3.46
THYGESON, CHRISTIAN THEODORE	PO BOX 1813		HENDERSONVILLE	NC	28793	P	13097	Personal Prop.	2005	1838	$13.33	$0.00	$0.00	$0.00	$13.33
VILLANUEVA, JESUS	235 MCKEE CIR		HENDERSONVILLE	NC	28792	P	13155	Personal Prop.	2005	1897	$7.31	$0.00	$0.00	$0.00	$7.31
VILLANUEVA, JESUS	160 MCKEE CIR		HENDERSONVILLE	NC	28792	P	13156	Personal Prop.	2005	1896	$6.62	$0.00	$0.00	$0.00	$6.62
VILLANVEVA, FAUSTINO	75 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	13157	Personal Prop.	2005	1898	$14.19	$0.00	$0.00	$0.00	$14.19
WILLIAMS SCOTSMAN INC.	8211 TOWN CENTER DRIVE		BALTIMORE	MD	21236	P	13250	Personal Prop.	2005	1991	$7.79	$0.00	$0.00	$0.00	$7.79
WINN DIXIE STORE #1207	5050 EDGEWOOD CT	P. O. BOX B	JACKSONVILLE	L	32203	P	13269	Personal Prop.	2005	2010	$1,534.14	$0.00	$0.00	$0.00	$1,534.14
WOOD, DONALD F	178 WOODLAND DR		LEESBURG	FL	34788	P	13279	Personal Prop.	2005	2020	$15.05	$0.00	$0.00	$0.00	$15.05
ZARGOZA, JAVIER	57 MCKEE CIR		HENDERSONVILLE	NC	28792	P	13322	Personal Prop.	2005	2062	$13.72	$0.00	$0.00	$0.00	$13.72
ZARGOZA, JOSE	729 GENEVA ST		HENDERSONVILLE	NC	28739	P	13323	Personal Prop.	2005	2063	$11.83	$0.00	$0.00	$0.00	$11.83
ATM USA, LLC	PO BOX 5709		CARY	NC	27512	P	13360	Personal Prop.	2005	3534	$94.60	$0.00	$0.00	$0.00	$94.60
AUTO BARN	816 OLD SPBG RD		HENDERSONVILLE	NC	28792	P	13362	Personal Prop.	2005	3536	$189.20	$0.00	$0.00	$0.00	$189.20
BARCLAY MACHINE CORPORATION	1049 SPARTANBURG HIGHWAY		HENDERSONVILLE	NC	28792	P	13365	Personal Prop.	2005	3539	$756.80	$0.00	$0.00	$0.00	$756.80
BEST BUY USED CARS	C/O RAMZY ABDELLATIF	122 GREENFIELD LN	HENDERSONVILLE	NC	28792	P	13370	Personal Prop.	2005	3544	$94.60	$0.00	$0.00	$0.00	$94.60
BLUE RIDGE HEALTH INVESTORS LLC	219 GREENLEAF DR		FLAT ROCK	NC	28731	P	13377	Personal Prop.	2005	3551	$160.82	$0.00	$0.00	$0.00	$160.82
CAROLINA AUTOMOTIVE	510 S MAIN ST		HENDERSONVILLE	NC	28792	P	13393	Personal Prop.	2005	3567	$851.40	$0.00	$0.00	$0.00	$851.40
CAROLINA LIVING CENTER	C/O KEN HODGES	219 GREENLEAF DR	FLAT ROCK	NC	28731	P	13394	Personal Prop.	2005	3568	$94.60	$0.00	$0.00	$0.00	$94.60
CAROLINA PETROLEUM	C/O JIFFY LUBE	5899 N MAIN ST	COWPENS	SC	29330	P	13396	Personal Prop.	2005	3570	$946.00	$0.00	$0.00	$0.00	$946.00
CIT GROUP/EQUIPMENT FINANCING	1 CIT DRIVE		LIVINGSTON	NJ	07039	P	13405	Personal Prop.	2005	3579	$87.05	$0.00	$0.00	$0.00	$87.05
DAVEL COMMUNICATIONS INC.	ADVANCED PROPERTY TAX COMPLIAN	1611 N I-35E STE 230	CARROLLTON	TX	75006	P	13417	Personal Prop.	2005	3592	$94.60	$0.00	$0.00	$0.00	$94.60
FLORIDA STATE FLOWERS	3015 MILLWOOD AVE		COLUMBIA	SC	29205	P	13432	Personal Prop.	2005	3607	$28.85	$0.00	$0.00	$0.00	$28.85

GLOBAL WORKSPACE SOLUTIONS, INC	100 CHADWICK SQUARE CT		HENDERSONVILLE	NC	28739	P	13442	Personal Prop.	2005	3617	$94.60	$0.00	$0.00	$81.92	$12.68
IMPERIAL HOME DECOR GROUP, INC	23645 MERCANTILE RD		BEACHWOOD	OH	44122	P	13460	Personal Prop.	2005	3635	$94.60	$0.00	$0.00	$0.00	$94.60
JACK'S YANKEE CLIPPER	JOHN SIMOTICS	PO BOX 642	FLAT ROCK	NC	28731	P	13462	Personal Prop.	2005	3637	$94.60	$0.00	$0.00	$0.00	$94.60
MIRACLES BEAUTY SALON	302-C 8TH AVE E		HENDERSONVILLE	NC	28792	P	13509	Personal Prop.	2005	3684	$189.20	$0.00	$0.00	$0.00	$189.20
PRESERVATION WALL	500 COTTON ST		HENDERSONVILLE	NC	28739	P	13523	Personal Prop.	2005	3698	$283.80	$0.00	$0.00	$0.00	$283.80
SCREAMIN SQUIRREL AUDIO	902 7TH AVE E		HENDERSONVILLE	NC	28792	P	13543	Personal Prop.	2005	3718	$116.60	$0.00	$0.00	$91.68	$24.92
SPARACINOS, INC	207 VINCENT PL		HENDERSONVILLE	NC	28739	P	13551	Personal Prop.	2005	3726	$529.18	$0.00	$0.00	$0.00	$529.18
SPECIAL VENTURES INC	677 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	13552	Personal Prop.	2005	3727	$184.10	$0.00	$0.00	$179.04	$5.06
T-N-T AUTOMOTIVE DETAILING	523 DUNCAN HILL RD		HENDERSONVILLE	NC	28792	P	13570	Personal Prop.	2005	3745	$133.86	$0.00	$0.00	$0.00	$133.86
VISTA DEVELOPERS LLC	525 N MAIN ST		HENDERSONVILLE	NC	28792	P	13589	Personal Prop.	2005	3764	$282.76	$0.00	$0.00	$277.11	$5.65
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	13593	Personal Prop.	2005	3768	$1,324.40	$0.00	$0.00	$0.00	$1,324.40
A & J'S FRAMING INC	228 6TH AVE E		HENDERSONVILLE	NC	28792	P	13604	Personal Prop.	2005	3779	$94.60	$0.00	$0.00	$0.00	$94.60
COASTING, INC	616 SABINE DR		HENDERSONVILLE	NC	28739	P	13605	Personal Prop.	2005	3780	$94.60	$0.00	$0.00	$0.00	$94.60
APOLLO GALILEO USA PARTNERSHIP	9700 W HIGGINS RD STE 400		ROSEMONT	IL	60018-4708	P	39601	Personal Prop.	2006	2178	$1.11	$0.00	$0.00	$0.00	$1.11
AUTENS ON MAIN	4224 LAKE BRANDT RD		GREENSBORO	NC	27455-2199	P	39624	Personal Prop.	2006	2198	$56.55	$0.00	$0.00	$0.00	$56.55
BARRETT, PAUL T	100 CHADWICK SQUARE CT	STE E	HENDERSONVILLE	NC	28729	P	39657	Personal Prop.	2006	2228	$31.69	$0.00	$0.00	$0.00	$31.69
BARRIOS, PAUD	65 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	39658	Personal Prop.	2006	2229	$53.45	$0.00	$0.00	$0.00	$53.45
BAXTER HEALTHCARE CORP.	RYAN LLC	P O BOX 4900-DEPT 313	SCOTTSDALE	AZ	85261-4900	P	39663	Personal Prop.	2006	2234	$100.94	$0.00	$0.00	$0.00	$100.94
BBH FINANCIAL SERVICES	760 S WOLF RD		WHEELING	IL	60090-6232	P	39668	Personal Prop.	2006	2239	$5.22	$0.00	$0.00	$0.00	$5.22
BBH FINANCIAL SERVICES	760 S WOLF RD		WHEELING	IL	60090-6232	P	39669	Personal Prop.	2006	2240	$14.43	$0.00	$0.00	$0.00	$14.43
BINGHAM, SHEILA	4800 FLAT CREEK RD	LOT 78	OAKWOOD	GA	30566-3136	P	39700	Personal Prop.	2006	2265	$13.43	$0.00	$0.00	$0.00	$13.43
BLACKWELL, JOHN EZELL	283 KRISTILIA LN		HENDERSONVILLE	NC	28792 6232	P	39707	Personal Prop.	2006	2272	$111.37	$0.00	$0.00	$0.00	$111.37
BLUE RIDGE HEALTH INVESTORS LLC	219 GREENLEAF DR		FLAT ROCK	NC	28731	P	39719	Personal Prop.	2006	2281	$54.69	$0.00	$0.00	$0.00	$54.69
BLUE RIDGE PROGRAMMING INC	PO BOX 1956		HENDERSONVILLE	NC	28793	P	39723	Personal Prop.	2006	2285	$7.18	$0.00	$0.00	$0.00	$7.18
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	39841	Personal Prop.	2006	2391	$10.88	$0.00	$0.00	$0.00	$10.88
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	39842	Personal Prop.	2006	2392	$47.30	$0.00	$0.00	$0.00	$47.30
CERA SALAZAR, JOSE SALVADOR	32 HOPE CIRCLE		HENDERSONVILLE	NC	28792	P	39864	Personal Prop.	2006	2414	$20.21	$0.00	$0.00	$0.00	$20.21
CERA SALAZAR, JOSE SALVADOR	32 HOPE CIRCLE		HENDERSONVILLE	NC	28792	P	39865	Personal Prop.	2006	2415	$9.89	$0.00	$0.00	$0.00	$9.89
DODSON, RUSSELL JAMES	65 FOUNDERS WAY		ARDEN	NC	28704	P	40071	Personal Prop.	2006	2608	$4.03	$0.00	$0.00	$0.00	$4.03
EXPRESS YOURSELF OF HENDERSONVILLE,	6041 RHONDA RD		LYNCHBURG	VA	24502	P	40149	Personal Prop.	2006	2681	$413.38	$0.00	$0.00	$0.00	$413.38
FEELIN GREAT	DAVE ESTES	1102 W NORTHFIELD BLVD	MURFREESBORO	TN	37129	P	40162	Personal Prop.	2006	2693	$310.33	$0.00	$0.00	$117.91	$192.42
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	40378	Personal Prop.	2006	2903	$12.30	$0.00	$0.00	$0.00	$12.30
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	40379	Personal Prop.	2006	2904	$11.35	$0.00	$0.00	$0.00	$11.35
HEATHERLY, JACLYN DIANE	610 BROOKLYN AVE # 12		HENDERSONVILLE	NC	28792-6910	P	40417	Personal Prop.	2006	2935	$102.77	$0.00	$0.00	$0.00	$102.77
HINOJOSA, JESUS ESTEVEZ	PO BOX 235		FLAT ROCK	NC	28731-0235	P	40477	Personal Prop.	2006	2992	$8.51	$0.00	$0.00	$0.00	$8.51
HOGLEN, CHRISTOPHER GLEN	103 BARBER RD		HENDERSONVILLE	NC	28792	P	40485	Personal Prop.	2006	3000	$1.42	$0.00	$0.00	$0.00	$1.42
HORIZON RECOVERY INC	PO BOX 6448		ASHEVILLE	NC	28816-6448	P	40498	Personal Prop.	2006	3013	$93.74	$0.00	$0.00	$61.85	$31.89
JACKSON, WILLIAM J	PO BOX 2013		HENDERSONVILLE	NC	28793-2013	P	40585	Personal Prop.	2006	3093	$9.27	$0.00	$0.00	$0.00	$9.27
LEVITT, LAWRENCE	826 W 4TH AVE		HENDERSONVILLE	NC	28739-4828	P	40737	Personal Prop.	2006	3227	$2.98	$0.00	$0.00	$0.00	$2.98
LOJOHN LLC	1002 ORLEANS AVE		HENDERSONVILLE	NC	28791	P	40751	Personal Prop.	2006	3241	$173.21	$0.00	$0.00	$0.00	$173.21
OLMEDO, ANTONIA	161 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41018	Personal Prop.	2006	3467	$4.73	$0.00	$0.00	$0.00	$4.73
OLMEDO, DANIEL	178 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41019	Personal Prop.	2006	3468	$11.83	$0.00	$0.00	$0.00	$11.83
OLMEDO, GERARDO HERNANDEZ	116 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41020	Personal Prop.	2006	3469	$9.46	$0.00	$0.00	$0.00	$9.46
ORIHUELA, SAMUEL	65 DELOZIER CIR		HENDERSONVILLE	NC	28792	P	41032	Personal Prop.	2006	3481	$15.14	$0.00	$0.00	$0.00	$15.14
PANIAGUA, FERNANDO	324 JAMES ST		EAST FLAT ROCK	NC	28726	P	41053	Personal Prop.	2006	3500	$14.19	$0.00	$0.00	$0.00	$14.19
PEREZ, EZEQUIEL	49 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	41086	Personal Prop.	2006	3528	$34.06	$0.00	$0.00	$0.00	$34.06
PEREZ, JUAN	169 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41087	Personal Prop.	2006	3529	$7.57	$0.00	$0.00	$0.00	$7.57
PEREZ, VIRGILIO	132 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41088	Personal Prop.	2006	3530	$22.70	$0.00	$0.00	$0.00	$22.70
PURDY, PATRICK	1100 PEPPER DR		MADISONVILLE	KY	42431-2266	P	41154	Personal Prop.	2006	3588	$39.56	$0.00	$0.00	$0.00	$39.56
RAY, ADELE	P O BOX 1873		ETOWAH	NC	28729	P	41177	Personal Prop.	2006	3608	$13.72	$0.00	$0.00	$0.00	$13.72
SAMOVAR CAFE INC	158 WALNUT HEIGHTS LN		HENDERSONVILLE	NC	28739	P	41259	Personal Prop.	2006	3684	$101.08	$0.00	$0.00	$0.00	$101.08
SANDAUOL, OSCAR	47 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41264	Personal Prop.	2006	3689	$15.14	$0.00	$0.00	$0.00	$15.14
SARKOZI, MARIA	416 E DERMID AVE		HENDERSONVILLE	NC	28792	P	41279	Personal Prop.	2006	3702	$30.32	$0.00	$0.00	$0.00	$30.32
SOLANO, ABRAHAM AGUILALR	83 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41377	Personal Prop.	2006	3787	$21.29	$0.00	$0.00	$0.00	$21.29
SOLORIO, SANTIAGO	121 CHERYL ANN LN		EAST FLAT ROCK	NC	28726	P	41378	Personal Prop.	2006	3788	$13.24	$0.00	$0.00	$0.00	$13.24
SPEARS, JAMES HENEREY	207 EWBANK DR		HENDERSONVILLE	NC	28791-2207	P	41393	Personal Prop.	2006	3803	$14.19	$0.00	$0.00	$0.00	$14.19
SUTTLES, GROVER	PO BOX 1849		HENDERSONVILLE	NC	28793	P	41473	Personal Prop.	2006	3874	$13.24	$0.00	$0.00	$0.00	$13.24
VILLANUEVA, JESUS	235 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41631	Personal Prop.	2006	4010	$8.04	$0.00	$0.00	$0.00	$8.04
VILLANUEVA, JESUS	160 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41632	Personal Prop.	2006	4009	$6.62	$0.00	$0.00	$0.00	$6.62
VILLANVEVA, FAUSTINO	75 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	41633	Personal Prop.	2006	4011	$14.19	$0.00	$0.00	$0.00	$14.19
WADDELL, KENRIC A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	41667	Personal Prop.	2006	4045	$39.30	$0.00	$0.00	$0.00	$39.30
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	41668	Personal Prop.	2006	4046	$12.74	$0.00	$0.00	$0.00	$12.74
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	41669	Personal Prop.	2006	4047	$11.25	$0.00	$0.00	$0.00	$11.25
ZARGOZA, JAVIER	57 MCKEE CIR		HENDERSONVILLE	NC	28792	P	41820	Personal Prop.	2006	4171	$12.47	$0.00	$0.00	$0.00	$12.47
ZARGOZA, JOSE	729 GENEVA ST		HENDERSONVILLE	NC	28739	P	41821	Personal Prop.	2006	4172	$11.83	$0.00	$0.00	$0.00	$11.83
BRITT'S	1197 GREENVILLE HWY		HENDERSONVILLE	NC	28739	P	41850	Personal Prop.	2006	4	$629.79	($55.04)	$0.00	$0.00	$574.75
GIFTS FROM THE HEART	SOUTH MAIN EMPORIUM	1197 GREENVILLE HWY	HENDERSONVILLE	NC	28739	P	41851	Personal Prop.	2006	5	$217.15	($4.30)	$0.00	$0.00	$212.85
ASIAN CAFE 88, INC.	807 SPARTANBURG HIGHWAY		HENDERSONVILLE	NC	28792	P	41947	Personal Prop.	2006	54	$1,158.85	$0.00	$0.00	$542.05	$616.80
AUTO BARN	816 OLD SPBG RD		HENDERSONVILLE	NC	28792	P	41949	Personal Prop.	2006	56	$378.40	$0.00	$0.00	$0.00	$378.40
BEST BUY USED CARS	C/O RAMZY ABDELLATIF	122 GREENFIELD LN	HENDERSONVILLE	NC	28792	P	41954	Personal Prop.	2006	61	$189.20	$0.00	$0.00	$0.00	$189.20
CAROLINA LIVING CENTER	C/O KEN HODGES	219 GREENLEAF DR	FLAT ROCK	NC	28731	P	41982	Personal Prop.	2006	89	$189.20	$0.00	$0.00	$0.00	$189.20
CAROLINA MOTEL	1004 GREENVILLE HWY		HENDERSONVILLE	NC	28792	P	41983	Personal Prop.	2006	90	$567.60	$0.00	$0.00	$0.00	$567.60
GLOBAL WORKSPACE SOLUTIONS, INC	100 CHADWICK SQUARE CT		HENDERSONVILLE	NC	28739	P	42028	Personal Prop.	2006	136	$189.20	$0.00	$0.00	$0.00	$189.20
ABSOLUTE HAIR SALON	C/O DEBBIE GOSNELL	PO BOX 6834	HENDERSONVILLE	NC	28793	P	42031	Personal Prop.	2006	139	$94.60	$0.00	$0.00	$0.00	$94.60
HWH CUSTOME WOODCRAFT PRODUCTS	PO BOX 1504		HENDERSONVILLE	NC	28793	P	42035	Personal Prop.	2006	143	$189.20	$0.00	$0.00	$0.00	$189.20
GATEKEEPERS PROPERTY LLC	475 S CHURCH ST STE 100		HENDERSONVILLE	NC	28792-5262	P	42036	Personal Prop.	2006	144	$321.20	$0.00	$0.00	$0.00	$321.20
HARRIS CHIROPRACTIC CLINIC	PO BOX 2401		HENDERSONVILLE	NC	28793	P	42037	Personal Prop.	2006	145	$253.34	$0.00	$0.00	$0.00	$253.34
IMAGINATIONS UNLIMITED	405 KANUGA ST		HENDERSONVILLE	NC	28739	P	42055	Personal Prop.	2006	164	$22.94	$0.00	$0.00	$0.00	$22.94
IMPERIAL HOME DECOR GROUP, INC	23645 MERCANTILE RD		BEACHWOOD	OH	44122	P	42056	Personal Prop.	2006	165	$189.20	$0.00	$0.00	$0.00	$189.20
JACK'S YANKEE CLIPPER	JOHN SIMOTICS	PO BOX 642	FLAT ROCK	NC	28731	P	42060	Personal Prop.	2006	169	$189.20	$0.00	$0.00	$0.00	$189.20

JETER, JOHN B	PO BOX 66		FLAT ROCK	NC	28731	P	42065	Personal Prop.	2006	174	$160.60	$0.00	$0.00	$157.30	$3.30
LONSEN CHINESE RESTAURANT INC	DAVID CHOU	6732 STILLBROOK WAY	CONONA	CA	92880-3801	P	42080	Personal Prop.	2006	189	$750.52	$0.00	$0.00	$0.00	$750.52
MARKIT IMAGE INC	120 W ALLEN ST STE B		HENDERSONVILLE	NC	28792	P	42084	Personal Prop.	2006	193	$94.60	$0.00	$0.00	$0.00	$94.60
MENDIETA-RAMIREZ CORP	MIGUEL MENDIETA	1053 SPARTANBURG HWY	HENDERSONVILLE	NC	28792	P	42090	Personal Prop.	2006	199	$236.50	$0.00	$0.00	$0.00	$236.50
MIRACLES BEAUTY SALON	302-C 8TH AVE E		HENDERSONVILLE	NC	28792	P	42097	Personal Prop.	2006	206	$378.40	$0.00	$0.00	$0.00	$378.40
MOUNTAIN MICROENTERPRISE FUND	508 N GROVE ST		HENDERSONVILLE	NC	28792	P	42099	Personal Prop.	2006	208	$94.60	$0.00	$0.00	$0.00	$94.60
MOVIE STOP EAST	JEFF MCDANIEL	622 FERNCLIFF LN #A	HENDERSONVILLE	NC	28791	P	42101	Personal Prop.	2006	210	$141.90	$0.00	$0.00	$0.00	$141.90
MTN CAMPER SALES	DORIS VAUGHN	50 SAPLING DR	EAST FLAT ROCK	NC	28726	P	42102	Personal Prop.	2006	211	$567.60	$0.00	$449.35	$0.00	$118.25
BEAUTY NAILS	C/O NGA N HUYNH	1001 S MAIN ST APT R204	MILPITAS	CA	28792	P	42109	Personal Prop.	2006	218	$94.60	$0.00	$0.00	$27.92	$66.68
OOHS & AAHS FURNITURE CO	DEREK SCHULER	11792 HWY 17 BY PASS S	MURRELLS INLET	SC	29576	P	42115	Personal Prop.	2006	224	$94.60	$0.00	$0.00	$0.00	$94.60
PETRI ARCHITECTURE PA	155 RIVERBIRCH DR		FLETCHER	NC	28732	P	42123	Personal Prop.	2006	232	$189.20	$0.00	$0.00	$0.00	$189.20
PRESERVATION WALL	500 COTTON ST		HENDERSONVILLE	NC	28739	P	42128	Personal Prop.	2006	237	$567.60	$0.00	$0.00	$0.00	$567.60
PROCTOR, MARK	C/O WINDSWEPT ENTERPRISE	551 OLD SPBG HWY	HENDERSONVILLE	NC	28792	P	42130	Personal Prop.	2006	239	$59.63	$0.00	$0.00	$0.00	$59.63
SCREAMIN SQUIRREL AUDIO	902 7TH AVE E		HENDERSONVILLE	NC	28792	P	42149	Personal Prop.	2006	258	$233.20	$0.00	$0.00	$0.00	$233.20
SILVERADO FINANCIAL GROUP	329 N WASHINGTON ST		HENDERSONVILLE	NC	28739	P	42154	Personal Prop.	2006	263	$189.20	$0.00	$0.00	$0.00	$189.20
SPARACINOS, INC	207 VINCENT PL		HENDERSONVILLE	NC	28739	P	42157	Personal Prop.	2006	266	$1,051.93	$0.00	$0.00	$0.00	$1,051.93
TERRELL, ROBERT	102 DUNCAN HILL ROAD		HENDERSONVILLE	C	28739	P	42169	Personal Prop.	2006	278	$94.60	$0.00	$0.00	$0.00	$94.60
TRIM WORKS	208 BROWN RD		HENDERSONVILLE	NC	28791	P	42175	Personal Prop.	2006	284	$189.20	$0.00	$0.00	$0.00	$189.20
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	42183	Personal Prop.	2006	292	$2,648.80	$0.00	$0.00	$0.00	$2,648.80
LOS GALLOS	ELVIRA LAZARO	15 MORNING STAR LN	HENDERSONVILLE	NC	28792	P	42195	Personal Prop.	2006	304	$94.60	$0.00	$0.00	$0.00	$94.60
ASIAN CAFE 28 INC	10401 ORCHID HILL LN		CHARLOTTE	NC	28277-2217	P	54695	Personal Prop.	2007	75	$126.68	$0.00	$0.00	$0.00	$126.68
BARRIOS, PAUD	65 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	54739	Personal Prop.	2007	116	$44.73	$0.00	$0.00	$0.00	$44.73
BINGHAM, SHEILA	4800 FLAT CREEK RD	LOT 78	OAKWOOD	GA	30566-3136	P	54780	Personal Prop.	2007	157	$11.29	$0.00	$0.00	$0.00	$11.29
BOLICK, MICHAEL DAVID	3020 LOCUST GROVE RD		HENDERSONVILLE	NC	28792-7237	P	54807	Personal Prop.	2007	184	$8.03	$0.00	$0.00	$0.00	$8.03
CARS, THOMPSON CLASIC	39 MEADOWLARK LN		HENDERSONVILLE	NC	28792-3021	P	54913	Personal Prop.	2007	289	$7.15	$0.00	$0.00	$0.00	$7.15
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	54921	Personal Prop.	2007	297	$9.20	$0.00	$0.00	$0.00	$9.20
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	54922	Personal Prop.	2007	298	$39.71	$0.00	$0.00	$0.00	$39.71
CERA SALAZAR, JOSE SALVADOR	32 HOPE CIRCLE		HENDERSONVILLE	NC	28792	P	54947	Personal Prop.	2007	321	$9.50	$0.00	$0.00	$0.00	$9.50
CERA SALAZAR, JOSE SALVADOR	32 HOPE CIRCLE		HENDERSONVILLE	NC	28792	P	54948	Personal Prop.	2007	322	$18.81	$0.00	$0.00	$0.00	$18.81
CERA SALAZAR, JOSE SALVADOR	32 HOPE CIRCLE		HENDERSONVILLE	NC	28792	P	54949	Personal Prop.	2007	323	$9.20	$0.00	$0.00	$0.00	$9.20
CLAYTON, MELVIN ROBERT	34 BONITA SPRINGS RD		FLAT ROCK	NC	28731-6762	P	55021	Personal Prop.	2007	393	$1.03	$0.00	$0.00	$0.00	$1.03
CORN, JOHN	184 MCKEE CIR		HENDERSONVILLE	NC	28792-5193	P	55080	Personal Prop.	2007	450	$5.43	$0.00	$0.00	$0.00	$5.43
DODSON, RUSSELL JAMES	65 FOUNDERS WAY		ARDEN	NC	28704	P	55219	Personal Prop.	2007	587	$3.78	$0.00	$0.00	$0.00	$3.78
FESTIVE IMPRESSIONS INC	1210 GREENVILLE HWY		HENDERSONVILLE	NC	28792-6206	P	55321	Personal Prop.	2007	688	$166.54	$0.00	$0.00	$0.00	$166.54
GALLEEOS, JOSEFINA	22 DUCHESS LN		HENDERSONVILLE	NC	28739	P	55422	Personal Prop.	2007	786	$5.43	$0.00	$0.00	$0.00	$5.43
GONZALEZ, MARIA	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	55542	Personal Prop.	2007	906	$5.85	$0.00	$0.00	$0.00	$5.85
GUERRERO, IRMA	115 SPARTAN HTS LOT 57		HENDERSONVILLE	NC	28792-5195	P	55586	Personal Prop.	2007	949	$15.20	$0.00	$0.00	$0.00	$15.20
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	55587	Personal Prop.	2007	950	$10.45	$0.00	$0.00	$0.00	$10.45
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	55588	Personal Prop.	2007	951	$9.61	$0.00	$0.00	$0.00	$9.61
HALFORD, MARLON PHILLIP	557 W FORK CREEK RD		SALUDA	NC	28773	P	55594	Personal Prop.	2007	957	$9.91	$0.00	$0.00	$0.00	$9.91
HANNUSH ENTERPRISES LLC	211 B 7TH AVE W		HENDERSONVILLE	NC	28792	P	55602	Personal Prop.	2007	965	$4.83	$0.00	$0.00	$0.00	$4.83
HARRIS, RICHARD L	107 FORK CREEK RD		EAST FLAT ROCK	NC	28726	P	55608	Personal Prop.	2007	971	$27.36	$0.00	$0.00	$0.00	$27.36
HEATHERLY, JACLYN DIANE	610 BROOKLYN AVE # 12		HENDERSONVILLE	NC	28792-6910	P	55623	Personal Prop.	2007	985	$94.89	$0.00	$0.00	$0.00	$94.89
HINOJOSA, JESUS ESTEVEZ	PO BOX 235		FLAT ROCK	NC	28731-0235	P	55689	Personal Prop.	2007	1049	$7.11	$0.00	$0.00	$0.00	$7.11
HOLDER, CLAUDE JR	PO BOX 405		E FLAT ROCK	NC	28726-0405	P	55702	Personal Prop.	2007	1062	$33.02	$0.00	$0.00	$0.00	$33.02
HOMETRACKS LLC	1314 HYMAN AVE		HENDERSONVILLE	NC	28792-2522	P	55709	Personal Prop.	2007	1069	$65.44	$0.00	$0.00	$0.00	$65.44
KILPATRICK, CHARLES M	360 7TH AVE E		HENDERSONVILLE	NC	28792-3706	P	55883	Personal Prop.	2007	1240	$4.08	$0.00	$0.00	$0.00	$4.08
LEVITT, LAWRENCE	826 W 4TH AVE		HENDERSONVILLE	NC	28739-4828	P	55978	Personal Prop.	2007	1334	$5.13	$0.00	$0.00	$0.00	$5.13
LOJOHN LLC	1002 ORLEANS AVE		HENDERSONVILLE	NC	28791	P	55995	Personal Prop.	2007	1351	$303.72	$0.00	$0.00	$0.00	$303.72
MAROQUIN, WALTER	707 DUNCAN HILL RD TRLR 10		HENDERSONVILLE	NC	28792-2725	P	56065	Personal Prop.	2007	1420	$9.12	$0.00	$0.00	$0.00	$9.12
MEGEE, GEORGE	134 UNDERHILL RD		HENDERSONVILLE	NC	28792-5877	P	56121	Personal Prop.	2007	1476	$2.72	$0.00	$0.00	$0.00	$2.72
MENDOZA, INES	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	56125	Personal Prop.	2007	1480	$6.69	$0.00	$0.00	$0.00	$6.69
MENDOZA, INES	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	56126	Personal Prop.	2007	1481	$4.18	$0.00	$0.00	$0.00	$4.18
MORGAN ENTERPRISES OF MICHIGAN LLC	271 N BRITTON CREEK CT		HENDERSONVILLE	NC	28791	P	56170	Personal Prop.	2007	1525	$182.36	$0.00	$0.00	$0.00	$182.36
OLMEDO, DANIEL	178 MCKEE CIR		HENDERSONVILLE	NC	28792	P	56313	Personal Prop.	2007	1665	$10.03	$0.00	$0.00	$0.00	$10.03
OWENBY, TRACY C	10 FRANCIS RD		HENDERSONVILLE	NC	28792	P	56333	Personal Prop.	2007	1685	$4.69	$0.00	$0.00	$0.00	$4.69
PANIAGUA, FERNANDO	324 JAMES ST		EAST FLAT ROCK	NC	28726	P	56345	Personal Prop.	2007	1697	$12.12	$0.00	$0.00	$0.00	$12.12
PEREZ, JUAN	169 MCKEE CIR		HENDERSONVILLE	NC	28792	P	56380	Personal Prop.	2007	1733	$6.27	$0.00	$0.00	$0.00	$6.27
PURDY, PATRICK	1100 PEPPER DR		MADISONVILLE	KY	42431-2266	P	56438	Personal Prop.	2007	1790	$36.37	$0.00	$0.00	$0.00	$36.37
SAMOVAR CAFE INC	158 WALNUT HEIGHTS LN		HENDERSONVILLE	NC	28739	P	56551	Personal Prop.	2007	1906	$97.04	$0.00	$0.00	$0.00	$97.04
SAMS, MELISSA KAY	19 ROLLINS ST		HENDERSONVILLE	NC	287928544	P	56554	Personal Prop.	2007	1907	$6.29	$0.00	$0.00	$0.00	$6.29
SANCHEZ, FABIANA VALDEZ	615 BROOKLYN AVE UNIT 8		HENDERSONVILLE	NC	28792-6225	P	56555	Personal Prop.	2007	1908	$10.03	$0.00	$0.00	$0.00	$10.03
SILVA, NICOLAS HEREDIA	C/O FRANCISCO GOMEZ-JARAMILLO	189 MORTON LN	HENDERSONVILLE	NC	28739	P	56624	Personal Prop.	2007	1975	$32.30	$0.00	$0.00	$0.00	$32.30
SOLANO, ABRAHAM AGUILALR	83 MCKEE CIR		HENDERSONVILLE	NC	28792	P	56674	Personal Prop.	2007	2022	$17.97	$0.00	$0.00	$0.00	$17.97
SOLORIO, SANTIAGO	121 CHERYL ANN LN		EAST FLAT ROCK	NC	28726	P	56675	Personal Prop.	2007	2023	$11.29	$0.00	$0.00	$0.00	$11.29
SPEARMAN, JOE DAN	111 FLORENCE ST.		HENDERSONVILLE	NC	28792-0000	P	56689	Personal Prop.	2007	2037	$4.57	$0.00	$0.00	$0.00	$4.57
SPEARS, JAMES HENEREY	207 EWBANK DR		HENDERSONVILLE	NC	28791-2207	P	56690	Personal Prop.	2007	2038	$11.58	$0.00	$0.00	$0.00	$11.58
STREET, DWAYNE	107 JOURNEY LN		HENDERSONVILLE	NC	28792-5683	P	56740	Personal Prop.	2007	2087	$11.02	$0.00	$0.00	$0.00	$11.02
SUMMEY, REGINALD MICHAEL	PO BOX 2333		HENDERSONVILLE	NC	28793-2333	P	56750	Personal Prop.	2007	2097	$26.31	$0.00	$0.00	$0.00	$26.31
SUMMEY, REGINALD MICHAEL	PO BOX 2333		HENDERSONVILLE	NC	28793-2333	P	56751	Personal Prop.	2007	2098	$31.35	$0.00	$0.00	$0.00	$31.35
THOMAS, ROBERT H	224 THOMPSON ST		HENDERSONVILLE	NC	28792-2806	P	56806	Personal Prop.	2007	2153	$98.16	$0.00	$0.00	$0.00	$98.16
THOMAS, TERRY KEITH	247 DRY CREEK RIDGE		HENDERSONVILLE	NC	28739	P	56807	Personal Prop.	2007	2154	$2.17	$0.00	$0.00	$0.00	$2.17
TIAN TIAN HAO LLC	PO BOX 542		PENROSE	NC	28766-0542	P	56816	Personal Prop.	2007	2162	$2,057.68	$0.00	$0.00	$0.00	$2,057.68
TRM COPY CENTERS (USA) CORP	5208 NE 122ND AVE		PORTLAND	OR	97230-1074	P	56843	Personal Prop.	2007	2189	$3.12	$0.00	$0.00	$0.00	$3.12
VILLANVEVA, FAUSTINO	75 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	56914	Personal Prop.	2007	2260	$12.12	$0.00	$0.00	$0.00	$12.12
WADDELL, KENRIC A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	56953	Personal Prop.	2007	2299	$32.14	$0.00	$0.00	$0.00	$32.14
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	56954	Personal Prop.	2007	2300	$8.22	$0.00	$0.00	$0.00	$8.22
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	56955	Personal Prop.	2007	2301	$27.49	$0.00	$0.00	$0.00	$27.49
ZARGOZA, JOSE	729 GENEVA ST		HENDERSONVILLE	NC	28739	P	57095	Personal Prop.	2007	2437	$10.03	$0.00	$0.00	$0.00	$10.03
ZIMMERMAN, DANNY M	2000 OLD SPARTANBURG RD		HENDERSONVILLE	NC	28792-6655	P	57096	Personal Prop.	2007	2438	$2.09	$0.00	$0.00	$0.00	$2.09

OAKLAND PARK WOMENS HEALTH	DR DAVID HAYES	519 COLES MILL RD	HADDENFIELD	NJ	08033	P	57119	Personal Prop.	2007	3101	$703.08	$0.00	$0.00	$0.00	$703.08
AUTENS ON MAIN	4224 LAKE BRANDT RD		GREENSBORO	NC	27455-2199	P	57134	Personal Prop.	2007	3115	$1,343.38	$0.00	$0.00	$0.00	$1,343.38
AUTO BARN	816 OLD SPBG RD		HENDERSONVILLE	NC	28792	P	57136	Personal Prop.	2007	3117	$530.86	$0.00	$0.00	$0.00	$530.86
BLUE RIDGE HEALTH INVESTORS LLC	219 GREENLEAF DR		FLAT ROCK	NC	28731	P	57146	Personal Prop.	2007	3126	$125.82	$0.00	$0.00	$0.00	$125.82
BREEZE MEDICAL	660 MCHENRY ROAD UNIT 404		WHEELING	IL	60090	P	57153	Personal Prop.	2007	3131	$810.29	$0.00	$0.00	$0.00	$810.29
BURKE REALTY	87 CYPRUS CREEK LN		HENDERSONVILLE	NC	28791-8726	P	57161	Personal Prop.	2007	3138	$685.03	$0.00	$0.00	$0.00	$685.03
CAROLINA LIVING CENTER	C/O KEN HODGES	219 GREENLEAF DR	FLAT ROCK	NC	28731	P	57164	Personal Prop.	2007	3141	$761.18	$0.00	$0.00	$0.00	$761.18
CAROLINA MOTEL	1004 GREENVILLE HWY		HENDERSONVILLE	NC	28792	P	57165	Personal Prop.	2007	3142	$1,270.89	$0.00	$0.00	$0.00	$1,270.89
CLUB CHEER AND DANCE INC	709 B OLD SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	57174	Personal Prop.	2007	3151	$34.60	$0.00	$0.00	$0.00	$34.60
COMMERCIAL GRAPHICS	126 HENDERSON CROSSING PLAZA		HENDERSONVILLE	NC	28792	P	57178	Personal Prop.	2007	3155	$3,147.54	$0.00	$0.00	$0.00	$3,147.54
COOPER, JAMES F	PO BOX 6424		HENDERSONVILLE	NC	28793	P	57188	Personal Prop.	2007	3164	$61.45	$0.00	$0.00	$0.00	$61.45
MAIL MANAGEMENT SERVICE LLC	COPY WORKS	348 7TH AVE E	HENDERSONVILLE	NC	28792	P	57189	Personal Prop.	2007	3165	$649.24	$0.00	$0.00	$0.00	$649.24
LOJOHN LLC	1002 ORLEANS AVE		HENDERSONVILLE	NC	28791	P	57280	Personal Prop.	2007	3206	$299.29	$0.00	$0.00	$0.00	$299.29
MILLER, NORMAN L JR	102C MEADOW PARK LANE		HENDERSONVILLE	NC	28792	P	57330	Personal Prop.	2007	3221	$316.64	$0.00	$0.00	$0.00	$316.64
MTN CAMPER SALES	DORIS VAUGHN	50 SAPLING DR	EAST FLAT ROCK	NC	28726	P	57334	Personal Prop.	2007	3225	$776.85	$0.00	$651.45	$0.00	$125.40
PENTECH FINANCIAL SERVICES	P O BOX 712320		CINCINNATI	OH	45271	P	57350	Personal Prop.	2007	3241	$50.81	$0.00	$0.00	$0.00	$50.81
PISGAH REALTY INC	BILLY COREN	73 PINEVIEW DR	HORSE SHOE	NC	28742	P	57369	Personal Prop.	2007	3246	$249.96	$0.00	$0.00	$0.00	$249.96
POINT ONE SYSTEMS INC.	C/O SCOTT MILLER	209 DUNCAN HILL RD	HENDERSONVILLE	NC	28792	P	57371	Personal Prop.	2007	3248	$140.87	$0.00	$0.00	$0.00	$140.87
SCREAMIN SQUIRREL AUDIO	902 7TH AVE E		HENDERSONVILLE	NC	28792	P	57397	Personal Prop.	2007	3274	$627.95	$0.00	$0.00	$0.00	$627.95
ARTISIAN COFFEE CO	1317 7TH AVE E		HENDERSONVILLE	NC	28792	P	57414	Personal Prop.	2007	3290	$10.03	$0.00	$0.00	$0.00	$10.03
BBJ RESTAURANTS INC	132 GRANDVIEW LN		HENDERSONVILLE	NC	28791	P	57417	Personal Prop.	2007	3294	$548.42	$0.00	$0.00	$0.00	$548.42
CONKLIN, JESSE	385 SUGARLOAF RD	STE B3	HENDERSONVILLE	NC	28792	P	57427	Personal Prop.	2007	3304	$212.76	$0.00	$0.00	$196.85	$15.91
SMOKEY MOUNTAIN AMUSEMENTS	11705 BOYETTE RD		RIVERVIEW,	FL	33569	P	57456	Personal Prop.	2007	3333	$103.96	$0.00	$0.00	$0.00	$103.96
SONVICK INC	2546 CHIMNEY ROCK RD		HENDERSONVILLE	NC	28792-9181	P	57457	Personal Prop.	2007	3334	$140.87	$0.00	$0.00	$0.00	$140.87
SPIRIT QUEST LLC	88 GRISTMILL DR		HENDERSONVILLE	NC	28739	P	57465	Personal Prop.	2007	3342	$20.90	$0.00	$0.00	$0.00	$20.90
VELIE, QUINCI	1378 HENDERSONVILLE RD	STE 2	ASHEVILLE	NC	28803	P	57487	Personal Prop.	2007	3363	$16.63	$0.00	$0.00	$0.00	$16.63
HANSLEY, CARL	746 6TH AVE W		HENDERSONVILLE	NC	28739-4114	P	57520	Personal Prop.	2007	3396	$548.42	$0.00	$0.00	$0.00	$548.42
HART, SALLY	915 TOXAWAY DR		HENDERSONVILLE	NC	28791	P	57524	Personal Prop.	2007	3400	$91.96	$0.00	$0.00	$78.17	$13.79
HOUSE REALTY	P O BOX 247		NAPLES	NC	28760	P	57535	Personal Prop.	2007	3411	$86.53	$0.00	$0.00	$9.40	$77.13
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	57553	Personal Prop.	2007	3429	$2,340.80	$0.00	$0.00	$0.00	$2,340.80
HARRIS CHIROPRACTIC CLINIC	PO BOX 2401		HENDERSONVILLE	NC	28793	P	57566	Personal Prop.	2007	3442	$235.08	$0.00	$0.00	$0.00	$235.08
HORIZON RECOVERY INC	PO BOX 6448		ASHEVILLE	NC	28816-6448	P	57567	Personal Prop.	2007	3443	$169.44	$0.00	$0.00	$0.00	$169.44
AIR CARE & MEDICAL EQUIPMENT	2015 ASHEVILLE HWY		HENDERSONVILLE	NC	28791-2111	P	57601	Personal Prop.	2008	2217	$89.03	$0.00	$0.00	$0.00	$89.03
ANGRAM, SAMUEL N - EQUIPT.LESSOR	401 BALLANTYNE COMMONS CIR	APT 208	HENDERSONVILLE	NC	28792	P	57638	Personal Prop.	2008	2249	$9.70	$0.00	$0.00	$0.00	$9.70
APPALACHIAN COUNSELING, LLC	PO BOX 2272		HENDERSONVILLE	NC	28793-2272	P	57653	Personal Prop.	2008	2264	$136.27	$0.00	$0.00	$53.70	$82.57
AUTENS ON MAIN	4224 LAKE BRANDT RD		GREENSBORO	NC	27455-2199	P	57680	Personal Prop.	2008	2290	$146.30	$0.00	$0.00	$0.00	$146.30
AUTO BARN	816 OLD SPBG RD		HENDERSONVILLE	NC	28792	P	57683	Personal Prop.	2008	2293	$530.86	$0.00	$0.00	$0.00	$530.86
BBJ RESTAURANTS INC	132 GRANDVIEW LN		HENDERSONVILLE	NC	28791	P	57732	Personal Prop.	2008	2338	$668.80	$0.00	$0.00	$653.76	$15.04
BEACON REALTY LLC	475 S CHURCH ST	STE 600	HENDERSONVILLE	NC	28792-5262	P	57733	Personal Prop.	2008	2339	$463.17	$0.00	$0.00	$0.00	$463.17
BURKE REALTY	87 CYPRUS CREEK LN		HENDERSONVILLE	NC	28791-8726	P	57832	Personal Prop.	2008	2432	$739.86	$0.00	$0.00	$0.00	$739.86
CALDWELL INN	1302 SW CREST AVE		PORT SAINT LUCIE	FL	34953	P	57849	Personal Prop.	2008	2450	$30.59	$0.00	$0.00	$0.00	$30.59
CAROLINA LIVING CENTER	C/O KEN HODGES	219 GREENLEAF DR	FLAT ROCK	NC	28731	P	57881	Personal Prop.	2008	2479	$1,939.52	$0.00	$0.00	$0.00	$1,939.52
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	57910	Personal Prop.	2008	2507	$39.71	$0.00	$0.00	$0.00	$39.71
COBB ARCHITECT INC	228 6TH AVE E	SUITE 1 B	HENDERSONVILLE	NC	28792	P	58017	Personal Prop.	2008	2598	$142.12	$0.00	$0.00	$0.00	$142.12
COMMERCIAL GRAPHICS	126 HENDERSON CROSSING PLAZA		HENDERSONVILLE	NC	28792	P	58047	Personal Prop.	2008	2620	$3,147.54	$0.00	$0.00	$0.00	$3,147.54
MAIL MANAGEMENT SERVICE LLC	COPY WORKS	348 7TH AVE E	HENDERSONVILLE	NC	28792	P	58074	Personal Prop.	2008	2640	$652.08	$0.00	$0.00	$642.30	$9.78
CORN, JOHN	184 MCKEE CIR		HENDERSONVILLE	NC	28792-5193	P	58077	Personal Prop.	2008	2643	$5.43	$0.00	$0.00	$0.00	$5.43
DISCOUNT APPLIANCE CENTER INC	628 7TH AVE E		HENDERSONVILLE	NC	28792-3706	P	58197	Personal Prop.	2008	2741	$94.94	$0.00	$0.00	$51.75	$43.19
DOCKS OF HENDERSONVILLE LLC	225 S GROVE STREET		HENDERSONVILLE	NC	28792-4008	P	58200	Personal Prop.	2008	2743	$71.06	$0.00	$0.00	$0.00	$71.06
DOUBLE OLIVE STEAK & SEAFOOD CAFE	C/O MERREL O'MEARA	PO BOX 1029	FLAT ROCK	NC	28731	P	58204	Personal Prop.	2008	2747	$148.87	$0.00	$0.00	$0.00	$148.87
ELEANOR'S SPORTS TAVERN & GRILL	20 N MOCKINGBIRD LN		ARDEN	NC	28704	P	58247	Personal Prop.	2008	2785	$907.83	$0.00	$0.00	$0.00	$907.83
FEHER, NICHOLAS LEE	93 DICKENS LN		HENDERSONVILLE	NC	28739-6557	P	58298	Personal Prop.	2008	2832	$12.12	$0.00	$0.00	$0.00	$12.12
GATEKEEPERS PROPERTY LLC	475 S CHURCH ST STE 100		HENDERSONVILLE	NC	28792-5262	P	58412	Personal Prop.	2008	2940	$41.44	$0.00	$0.00	$0.00	$41.44
GLADE HOLDINGS INC.	475 S CHURCH ST		HENDERSONVILLE	NC	28792-5260	P	58494	Personal Prop.	2008	3007	$247.76	$0.00	$0.00	$0.00	$247.76
GLADE HOMES LLC	475 S CHURCH ST	STE 100	HENDERSONVILLE	NC	28792	P	58495	Personal Prop.	2008	3008	$18.07	$0.00	$0.00	$0.00	$18.07
GREENWOOD COMPANY	623 OLD SPARTANBURG RD		HENDERSONVILLE	NC	28792-5347	P	58561	Personal Prop.	2008	3071	$58.52	$0.00	$0.00	$0.00	$58.52
GUERRERO, IRMA	115 SPARTAN HTS LOT 57		HENDERSONVILLE	NC	28792-5195	P	58567	Personal Prop.	2008	3077	$16.72	$0.00	$0.00	$0.00	$16.72
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	58568	Personal Prop.	2008	3078	$10.45	$0.00	$0.00	$0.00	$10.45
HANSLEY, CARL	746 6TH AVE W		HENDERSONVILLE	NC	28739-4114	P	58585	Personal Prop.	2008	3095	$685.52	$0.00	$0.00	$215.89	$469.63
HERNANDEZ, HELIO	201 QUAIL COVE LN	25C	FLAT ROCK	NC	28731	P	58653	Personal Prop.	2008	3152	$31.16	$0.00	$0.00	$0.00	$31.16
HOLDER, CLAUDE JR	PO BOX 405		E FLAT ROCK	NC	28726-0405	P	58689	Personal Prop.	2008	3183	$33.02	$0.00	$0.00	$0.00	$33.02
HORIZON RECOVERY INC	PO BOX 6448		ASHEVILLE	NC	28816-6448	P	58701	Personal Prop.	2008	3195	$173.25	$0.00	$0.00	$0.00	$173.25
KASEY REALTORS LLC	1978 HENDERSONVILLE RD STE 10		ASHEVILLE	NC	28803-7767	P	58839	Personal Prop.	2008	3321	$599.35	$0.00	$0.00	$0.00	$599.35
KILLARNEY HOUSE INN	11812 LEESVILLE RD		RALEIGH	NC	27613	P	58860	Personal Prop.	2008	3340	$472.34	$0.00	$0.00	$169.88	$302.46
LA CAPELLA CARMELLA	*		HENDERSONVILLE	NC	28792	P	58892	Personal Prop.	2008	3367	$547.58	$0.00	$0.00	$237.60	$309.98
LGH INC	300 FREEMAN ST		HENDERSONVILLE	NC	28792-2941	P	58937	Personal Prop.	2008	3395	$547.58	$0.00	$0.00	$269.73	$277.85
MAROQUIN, WALTER	707 DUNCAN HILL RD TRLR 10		HENDERSONVILLE	NC	28792-2725	P	59026	Personal Prop.	2008	3468	$10.03	$0.00	$0.00	$0.00	$10.03
MARTINEZ, ANDY	PO BOX 674		EAST FLAT ROCK	NC	28726	P	59034	Personal Prop.	2008	3475	$9.50	$0.00	$0.00	$0.00	$9.50
MASTER CRAFT MILLING, INC	PO BOX 2644		HENDERSONVILLE	NC	28793-2644	P	59039	Personal Prop.	2008	3480	$150.48	$0.00	$0.00	$0.00	$150.48
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	59053	Personal Prop.	2008	3494	$12.12	$0.00	$0.00	$0.00	$12.12
MENDOZA, INES	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	59081	Personal Prop.	2008	3518	$6.69	$0.00	$0.00	$0.00	$6.69
MENDOZA, INES	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	59083	Personal Prop.	2008	3519	$5.85	$0.00	$0.00	$0.00	$5.85
MUNOZ, DAVID	PO BOX 365		DANA	NC	28724-0365	P	59157	Personal Prop.	2008	3586	$19.23	$0.00	$0.00	$0.00	$19.23
OLGUIN, FABIAN BADILLO	35 KENNEDY HILL LN		HENDERSONVILLE	NC	28739-6549	P	59259	Personal Prop.	2008	3659	$17.14	$0.00	$0.00	$0.00	$17.14
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	59274	Personal Prop.	2008	3674	$10.45	$0.00	$0.00	$0.00	$10.45
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	59276	Personal Prop.	2008	3676	$18.81	$0.00	$0.00	$0.00	$18.81
OVER THE TOP PIZZA INC	JOHN ACKER	96 HILLCREST CIRCLE RD	BREVARD	NC	28712	P	59285	Personal Prop.	2008	3684	$182.98	$0.00	$0.00	$3.59	$179.39
PANIAGUA, FERNANDO	324 JAMES ST		EAST FLAT ROCK	NC	28726	P	59297	Personal Prop.	2008	3694	$12.12	$0.00	$0.00	$0.00	$12.12
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	59327	Personal Prop.	2008	3724	$6.69	$0.00	$0.00	$0.00	$6.69
PISGAH REALTY INC	BILLY COREN	73 PINEVIEW DR	HORSE SHOE	NC	28742	P	59346	Personal Prop.	2008	3742	$300.96	$0.00	$0.00	$0.00	$300.96

REECE, SHEILA RUFF	PO BOX 1171		FLAT ROCK	NC	28731 1171	P	59425	Personal Prop.	2008	3817	$15.58	$0.00	$0.00	$0.00	$15.58
ROJAS, JORGE	338 ALPINE WOODS		HENDERSONVILLE	NC	28792	P	59495	Personal Prop.	2008	3879	$44.73	$0.00	$0.00	$0.00	$44.73
RUFF, ANDREW JEFFERY	56 MIDLAND LANE		HENDERSONVILLE	NC	28791	P	59504	Personal Prop.	2008	3888	$28.42	$0.00	$0.00	$0.00	$28.42
RUTTER, ROBERT S	517 N CORTINA ST		DEWEY	AZ	86327	P	59509	Personal Prop.	2008	3892	$10.95	$0.00	$0.00	$0.00	$10.95
SANCHEZ, FABIANA VALDEZ	615 BROOKLYN AVE UNIT 8		HENDERSONVILLE	NC	28792-6225	P	59524	Personal Prop.	2008	3904	$10.03	$0.00	$0.00	$0.00	$10.03
SCHULTE, CORNELIUS P	1809 MEADOWBROOK TER		HENDERSONVILLE	NC	28791-2329	P	59549	Personal Prop.	2008	3922	$9.82	$0.00	$0.00	$0.00	$9.82
SCREAMIN SQUIRREL AUDIO	902 7TH AVE E		HENDERSONVILLE	NC	28792	P	59559	Personal Prop.	2008	3930	$753.94	$0.00	$0.00	$0.00	$753.94
SILVA, NICOLAS HEREDIA	C/O FRANCISCO GOMEZ-JARAMILLO	189 MORTON LN	HENDERSONVILLE	NC	28739	P	59591	Personal Prop.	2008	3961	$35.53	$0.00	$0.00	$0.00	$35.53
SMITH, TONIA LEE	97 CHERYL ANN LN		EAST FLAT ROCK	NC	28726	P	59623	Personal Prop.	2008	3992	$5.43	$0.00	$0.00	$0.00	$5.43
SPEARS, JAMES HENEREY	207 EWBANK DR		HENDERSONVILLE	NC	28791-2207	P	59651	Personal Prop.	2008	4012	$10.90	$0.00	$0.00	$0.00	$10.90
VALDEZ, SAVINO	115 SPARTAN HTS # 52		HENDERSONVILLE	NC	28792-5195	P	59869	Personal Prop.	2008	4209	$28.42	$0.00	$0.00	$21.78	$6.64
VILLANVEVA, FAUSTINO	75 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	59888	Personal Prop.	2008	4226	$12.12	$0.00	$0.00	$0.00	$12.12
WADDELL, KENRIC A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	59918	Personal Prop.	2008	4255	$30.60	$0.00	$0.00	$0.00	$30.60
WADDELL, DESSIE MAE	48 KEVIN LN		HENDERSONVILLE	NC	28792-5685	P	59919	Personal Prop.	2008	4256	$31.54	$0.00	$0.00	$0.00	$31.54
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	59920	Personal Prop.	2008	4257	$7.58	$0.00	$0.00	$0.00	$7.58
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	59921	Personal Prop.	2008	4258	$25.55	$0.00	$0.00	$0.00	$25.55
WATSON, BRAD	87 HIGH ROCK TRAIL		HENDERSONVILLE	NC	28739-8374	P	59941	Personal Prop.	2008	4276	$20.90	$0.00	$0.00	$0.00	$20.90
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	59998	Personal Prop.	2008	4323	$2,340.80	$0.00	$0.00	$0.00	$2,340.80
YOGART STUDIOS LLC	321 N MAIN ST		HENDERSONVILLE	NC	28792	P	60049	Personal Prop.	2008	4366	$401.28	$0.00	$0.00	$0.00	$401.28
ZARAGOZA-MONTALBAN, JUAN MANUEL	115 SPARTAN HTS # 50		HENDERSONVILLE	NC	28792-6908	P	60057	Personal Prop.	2008	4373	$6.27	$0.00	$0.00	$0.00	$6.27
ZARGOZA, JOSE	729 GENEVA ST		HENDERSONVILLE	NC	28739	P	60058	Personal Prop.	2008	4374	$10.03	$0.00	$0.00	$0.00	$10.03
AIR CARE & MEDICAL EQUIPMENT	2015 ASHEVILLE HWY		HENDERSONVILLE	NC	28791-2111	P	60127	Personal Prop.	2009	38	$167.20	$0.00	$0.00	$0.00	$167.20
ANGRAM, SAMUEL N - EQUIPT.LESSOR	401 BALLANTYNE COMMONS CIR	APT 208	HENDERSONVILLE	NC	28792	P	60162	Personal Prop.	2009	73	$25.30	$0.00	$0.00	$0.00	$25.30
ANGRAM, SAMUEL N - EQUIPT.LESSOR	401 BALLANTYNE COMMONS CIR	APT 208	HENDERSONVILLE	NC	28792	P	60163	Personal Prop.	2009	74	$25.30	$0.00	$0.00	$0.00	$25.30
APPALACHIAN BAIL BONDS LLC	5664 NAPA WOODS WAY		NAPLES	FL	34116-3941	P	60177	Personal Prop.	2009	88	$25.08	$0.00	$0.00	$0.00	$25.08
ARMENTA, JAVIER TOVAR	46 DICKENS LN		HENDERSONVILLE	NC	28739-6557	P	60183	Personal Prop.	2009	94	$13.30	$0.00	$0.00	$0.00	$13.30
AUTO BARN	816 OLD SPBG RD		HENDERSONVILLE	NC	28792	P	60199	Personal Prop.	2009	110	$530.86	$0.00	$0.00	$0.00	$530.86
BARAM INC	107 WALTON RD		MORGANTON	NC	28655	P	60225	Personal Prop.	2009	136	$26.05	$0.00	$0.00	$0.00	$26.05
CABRERA, ESTEBAN	155 E ROOSEVELT BLVD	FIRST FLOOR	PHILADELPHIA	PA	19120-3953	P	60344	Personal Prop.	2009	255	$20.06	$0.00	$0.00	$0.00	$20.06
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	P	60351	Personal Prop.	2009	262	$21.28	$0.00	$0.00	$0.00	$21.28
CAROLINA SEAFOOD INC. SOUTH	PO BOX 1060		GAFFNEY	SC	29342	P	60395	Personal Prop.	2009	306	$439.72	$0.00	$0.00	$0.00	$439.72
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	60414	Personal Prop.	2009	325	$39.71	$0.00	$0.00	$0.00	$39.71
CORN, JOHN	184 MCKEE CIR		HENDERSONVILLE	NC	28792-5193	P	60540	Personal Prop.	2009	451	$5.43	$0.00	$0.00	$0.00	$5.43
FUNKY BUNGALOW MOSAIC CO LLC	306 DAVIS ST		HENDERSONVILLE	NC	28739	P	60796	Personal Prop.	2009	707	$10.19	$0.00	$0.00	$0.00	$10.19
GONZALEZ, ROSA	PO BOX 762		E FLAT ROCK	NC	28726-0762	P	60907	Personal Prop.	2009	818	$17.14	$0.00	$0.00	$0.00	$17.14
GUERRERO, IRMA	115 SPARTAN HTS LOT 57		HENDERSONVILLE	NC	28792-5195	P	60962	Personal Prop.	2009	873	$16.72	$0.00	$0.00	$0.00	$16.72
HENDERSONVILLE COMPUTER SYSTEMS II	120 CHADWICK AVE STE 2		HENDERSONVILLE	NC	28792-4774	P	61008	Personal Prop.	2009	919	$8.01	$0.00	$0.00	$0.00	$8.01
HENDERSONVILLE HEALTH PARTNERS	599 SOUTHER RD		FLETCHER	NC	28732	P	61012	Personal Prop.	2009	923	$66.22	$0.00	$0.00	$0.00	$66.22
HERNANDEZ, HELIO	201 QUAIL COVE LN	25C	FLAT ROCK	NC	28731	P	61030	Personal Prop.	2009	941	$34.28	$0.00	$0.00	$0.00	$34.28
HOLDER, CLAUDE JR	PO BOX 405		E FLAT ROCK	NC	28726-0405	P	61063	Personal Prop.	2009	974	$33.02	$0.00	$0.00	$0.00	$33.02
KASEY REALTORS LLC	1978 HENDERSONVILLE RD STE 10		ASHEVILLE	NC	28803-7767	P	61204	Personal Prop.	2009	1115	$521.60	$0.00	$0.00	$0.00	$521.60
KING JUCKETT FINANCIAL SERVICES	1903 ASHEVILLE HWY		HENDERSONVILLE	NC	28791-2143	P	61231	Personal Prop.	2009	1142	$8.47	$0.00	$0.00	$0.00	$8.47
LGH INC	300 FREEMAN ST		HENDERSONVILLE	NC	28792-2941	P	61271	Personal Prop.	2009	1182	$127.49	$0.00	$0.00	$0.00	$127.49
LUNA, RIGOBERTO	57 MCKEE CIR		HENDERSONVILLE	NC	28792	P	61295	Personal Prop.	2009	1206	$11.70	$0.00	$0.00	$8.46	$3.24
MAGNUM OPUS GRAPHICS INC	23 MANDARIN CIR		TAYLORS	SC	29687	P	61320	Personal Prop.	2009	1231	$3,090.52	$0.00	$0.00	$2,727.38	$363.14
MAROQUIN, WALTER	707 DUNCAN HILL RD TRLR 10		HENDERSONVILLE	NC	28792-2725	P	61344	Personal Prop.	2009	1255	$10.03	$0.00	$0.00	$0.00	$10.03
MARTINEZ, ANDY	PO BOX 674		EAST FLAT ROCK	NC	28726	P	61353	Personal Prop.	2009	1264	$10.45	$0.00	$0.00	$0.00	$10.45
MENDOZA, INES	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	61398	Personal Prop.	2009	1309	$6.69	$0.00	$0.00	$0.00	$6.69
MENDOZA, INES	113 MCKEE CIR		HENDERSONVILLE	NC	28792	P	61399	Personal Prop.	2009	1310	$5.85	$0.00	$0.00	$0.00	$5.85
MUNOZ, DAVID	PO BOX 365		DANA	NC	28724-0365	P	61477	Personal Prop.	2009	1388	$19.23	$0.00	$0.00	$0.00	$19.23
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	61563	Personal Prop.	2009	1474	$18.81	$0.00	$0.00	$0.00	$18.81
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	61564	Personal Prop.	2009	1475	$9.50	$0.00	$0.00	$0.00	$9.50
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	61565	Personal Prop.	2009	1476	$94.89	$0.00	$0.00	$0.00	$94.89
PANIAGUA, FERNANDO	324 JAMES ST		EAST FLAT ROCK	NC	28726	P	61583	Personal Prop.	2009	1494	$12.12	$0.00	$0.00	$0.00	$12.12
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	P	61614	Personal Prop.	2009	1525	$60.61	$0.00	$0.00	$0.00	$60.61
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	61617	Personal Prop.	2009	1528	$10.45	$0.00	$0.00	$0.00	$10.45
RAY INC	324 S WASHINGTON ST		HENDERSONVILLE	NC	28739-5289	P	61686	Personal Prop.	2009	1597	$358.44	$0.00	$0.00	$86.94	$271.50
REECE, SHEILA RUFF	PO BOX 1171		FLAT ROCK	NC	28731 1171	P	61701	Personal Prop.	2009	1612	$17.14	$0.00	$0.00	$0.00	$17.14
RICO, ELVIA CHAVEZ	25 RICK BARFIELD DR		HENDERSONVILLE	NC	28792-7931	P	61725	Personal Prop.	2009	1636	$58.29	$0.00	$0.00	$44.39	$13.90
RODRIQUEZ, ISMAEL	8 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792	P	61748	Personal Prop.	2009	1659	$10.03	$0.00	$0.00	$0.00	$10.03
ROJAS, JORGE	338 ALPINE WOODS		HENDERSONVILLE	NC	28792	P	61751	Personal Prop.	2009	1662	$44.73	$0.00	$0.00	$0.00	$44.73
RUFF, ANDREW JEFFERY	56 MIDLAND LANE		HENDERSONVILLE	NC	28791	P	61761	Personal Prop.	2009	1672	$28.42	$0.00	$0.00	$0.00	$28.42
SCHULTE, CORNELIUS P	1809 MEADOWBROOK TER		HENDERSONVILLE	NC	28791-2329	P	61791	Personal Prop.	2009	1702	$9.57	$0.00	$0.00	$0.00	$9.57
SILVA, NICOLAS HEREDIA	C/O FRANCISCO GOMEZ-JARAMILLO	189 MORTON LN	HENDERSONVILLE	NC	28739	P	61828	Personal Prop.	2009	1739	$35.53	$0.00	$0.00	$0.00	$35.53
TEAM GLADE LLC	475 S CHURCH ST STE 800		HENDERSONVILLE	NC	28792-5270	P	61959	Personal Prop.	2009	1870	$88.87	$0.00	$0.00	$0.00	$88.87
VALDEZ, SAVINO	115 SPARTAN HTS # 52		HENDERSONVILLE	NC	28792-5195	P	62064	Personal Prop.	2009	1975	$28.42	$0.00	$0.00	$0.00	$28.42
WADDELL, KENRIC A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	62106	Personal Prop.	2009	2017	$30.64	$0.00	$0.00	$0.00	$30.64
WADDELL, DESSIE MAE	48 KEVIN LN		HENDERSONVILLE	NC	28792-5685	P	62107	Personal Prop.	2009	2018	$34.69	$0.00	$0.00	$0.00	$34.69
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	62108	Personal Prop.	2009	2019	$7.14	$0.00	$0.00	$0.00	$7.14
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	62109	Personal Prop.	2009	2020	$43.18	$0.00	$0.00	$0.00	$43.18
ZARGOZA, JOSE	729 GENEVA ST		HENDERSONVILLE	NC	28739	P	62223	Personal Prop.	2009	2134	$10.03	$0.00	$0.00	$0.00	$10.03
BRIX SALON	423 N CHURCH ST		HENDERSONVILLE	NC	28739	P	62248	Personal Prop.	2009	1000010	$31.35	$0.00	$0.00	$0.00	$31.35
BURKE REALTY	87 CYPRUS CREEK LN		HENDERSONVILLE	NC	28791-8726	P	62254	Personal Prop.	2009	1000014	$1,757.61	$0.00	$0.00	$0.00	$1,757.61
CAROLINA LIVING CENTER	C/O KEN HODGES	219 GREENLEAF DR	FLAT ROCK	NC	28731	P	62261	Personal Prop.	2009	1000020	$1,939.52	$0.00	$0.00	$0.00	$1,939.52
CB GROUP LLC	475 S CHURCH ST	STE 100	HENDERSONVILLE	NC	28792	P	62262	Personal Prop.	2009	1000021	$6.68	$0.00	$0.00	$0.00	$6.68
GATEKEEPERS PROPERTY LLC	475 S CHURCH ST STE 100		HENDERSONVILLE	NC	28792-5262	P	62283	Personal Prop.	2009	1000040	$54.34	$0.00	$0.00	$0.00	$54.34
GLADE HOLDINGS INC.	475 S CHURCH ST		HENDERSONVILLE	NC	28792-5260	P	62284	Personal Prop.	2009	1000041	$203.25	$0.00	$0.00	$0.00	$203.25
HENDERSONVILLE CONSIGNMENT	1014 GREENVILLE HWY		HENDERSONVILLE	NC	28792-5854	P	62292	Personal Prop.	2009	1000048	$20.90	$0.00	$0.00	$0.00	$20.90
JETER, JOHN B	PO BOX 66		FLAT ROCK	NC	28731	P	62304	Personal Prop.	2009	1000060	$34.65	$0.00	$0.00	$0.00	$34.65
JERRY'S AUTO SERVICE	GERALD MAHLE	423 ALGERIA ST	HENDERSONVILLE	NC	28792	P	62318	Personal Prop.	2009	1000074	$104.50	$0.00	$0.00	$0.00	$104.50

MURILLO'S CABINETS LLC	258 TIMBERLANE DR		ETOWAH	NC	28729	P	62324	Personal Prop.	2009	1000080	$16.72	$0.00	$0.00	$0.00	$16.72
OVER THE TOP PIZZA INC	JOHN ACKER	96 HILLCREST CIRCLE RD	BREVARD	NC	28712	P	62332	Personal Prop.	2009	1000088	$242.44	$0.00	$0.00	$0.00	$242.44
PISGAH REALTY INC	BILLY COREN	73 PINEVIEW DR	HORSE SHOE	NC	28742	P	62338	Personal Prop.	2009	1000094	$300.96	$0.00	$0.00	$0.00	$300.96
HENDERSONVILLE SERVICE CENTER	1109 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	62362	Personal Prop.	2009	1000118	$79.42	$0.00	$0.00	$0.00	$79.42
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	62380	Personal Prop.	2009	1000136	$2,340.80	$15.00	$0.00	$0.00	$2,355.80
APPALACHIAN BAIL BONDS LLC	5664 NAPA WOODS WAY		NAPLES	FL	34116-3941	R	64419	Personal Prop.	2010	2233	$29.26	$0.00	$0.00	$0.00	$29.26
AUTO BARN	816 OLD SPBG RD		HENDERSONVILLE	NC	28792	R	64444	Personal Prop.	2010	2259	$530.86	$0.00	$0.00	$0.00	$530.86
CABRERA, ESTEBAN	155 E ROOSEVELT BLVD	FIRST FLOOR	PHILADELPHIA	PA	19120-3953	R	64583	Personal Prop.	2010	2398	$19.23	$0.00	$0.00	$0.00	$19.23
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	R	64590	Personal Prop.	2010	2405	$22.15	$0.00	$0.00	$0.00	$22.15
CAROLINA EXCELLENCE INC	C/O SANDRA PITTS	707 4TH AVE W	HENDERSONVILLE	NC	28739	R	64616	Personal Prop.	2010	2431	$57.66	$0.00	$0.00	$0.00	$57.66
CAROLINA LIVING CENTER	C/O KEN HODGES	219 GREENLEAF DR	FLAT ROCK	NC	28731	R	64621	Personal Prop.	2010	2436	$1,939.52	$0.00	$0.00	$0.00	$1,939.52
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	R	64648	Personal Prop.	2010	2463	$37.62	$0.00	$0.00	$0.00	$37.62
CELLULAR AIR OF SC LLC	110 GOLDEN WINGS WAY		GREER	SC	29650-4457	R	64672	Personal Prop.	2010	2487	$9.49	$0.00	$0.00	$0.00	$9.49
CHINA GRILL #25	TONY YING	229 HENRY ST - APT 24	NEW YORK	NY	10002	R	64684	Personal Prop.	2010	2499	$65.85	$0.00	$0.00	$0.00	$65.85
CONSTRUCTION LOGIC, INC	325 SLEEPYGAP RD		ARDEN	NC	28704	R	64750	Personal Prop.	2010	2565	$87.75	$0.00	$0.00	$0.00	$87.75
DIAZ, LILLY	707 DUNCAN HILL RD TRLR #10		HENDERSONVILLE	NC	28792-2725	R	64837	Personal Prop.	2010	2653	$9.61	$0.00	$0.00	$0.00	$9.61
FOUR SEASONS DRY CLEANERS	82 CREEKWALK LN 335		HENDERSONVILLE	NC	28792	R	64978	Personal Prop.	2010	2795	$344.67	$0.00	$0.00	$0.00	$344.67
GATEKEEPERS PROPERTY LLC	475 S CHURCH ST STE 100		HENDERSONVILLE	NC	28792-5262	R	65018	Personal Prop.	2010	2835	$22.83	$0.00	$0.00	$0.00	$22.83
GLADE HOLDINGS INC.	475 S CHURCH ST		HENDERSONVILLE	NC	28792-5260	R	65081	Personal Prop.	2010	2898	$152.15	$0.00	$0.00	$0.00	$152.15
GUERRERO, IRMA	115 SPARTAN HTS LOT 57		HENDERSONVILLE	NC	28792-5195	R	65153	Personal Prop.	2010	2970	$15.88	$0.00	$0.00	$0.00	$15.88
HENDERSONVILLE COMPUTER SYSTEMS II	120 CHADWICK AVE STE 2		HENDERSONVILLE	NC	28792-4774	R	65199	Personal Prop.	2010	3017	$7.07	$0.00	$0.00	$0.00	$7.07
HENDERSONVILLE CONSIGNMENT	1014 GREENVILLE HWY		HENDERSONVILLE	NC	28792-5854	R	65200	Personal Prop.	2010	3018	$8.54	$0.00	$0.00	$0.00	$8.54
HERNANDEZ, HELIO	201 QUAIL COVE LN	25C	FLAT ROCK	NC	28731	R	65220	Personal Prop.	2010	3040	$32.60	$0.00	$0.00	$0.00	$32.60
HOLDER, CLAUDE JR	PO BOX 405		E FLAT ROCK	NC	28726-0405	R	65249	Personal Prop.	2010	3070	$31.35	$0.00	$0.00	$0.00	$31.35
LUNA, RIGOBERTO	57 MCKEE CIR		HENDERSONVILLE	NC	28792	R	65449	Personal Prop.	2010	3269	$11.29	$0.00	$0.00	$0.00	$11.29
M & L ASSOCIATES, INC.	LISA HAWKINS	PO BOX 1428	ASHEVILLE	NC	28802	R	65462	Personal Prop.	2010	3282	$13.03	$0.00	$0.00	$0.00	$13.03
MAGNUM OPUS GRAPHICS INC	23 MANDARIN CIR		TAYLORS	SC	29687	R	65470	Personal Prop.	2010	3290	$2,839.00	$0.00	$0.00	$0.00	$2,839.00
JERRY'S AUTO SERVICE	GERALD MAHLE	423 ALGERIA ST	HENDERSONVILLE	NC	28792	R	65471	Personal Prop.	2010	3291	$125.40	$0.00	$0.00	$0.00	$125.40
MARIN, JULIA	610 BROOKLYN AVE LOT 3		HENDERSONVILLE	NC	28792-6910	R	65487	Personal Prop.	2010	3307	$6.27	$0.00	$0.00	$0.00	$6.27
MARTINEZ, ANDY	PO BOX 674		EAST FLAT ROCK	NC	28726	R	65506	Personal Prop.	2010	3326	$10.03	$0.00	$0.00	$0.00	$10.03
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	R	65522	Personal Prop.	2010	3343	$20.44	$0.00	$0.00	$0.00	$20.44
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	R	65523	Personal Prop.	2010	3344	$11.70	$0.00	$0.00	$0.00	$11.70
MUNOZ, DAVID	PO BOX 365		DANA	NC	28724-0365	R	65617	Personal Prop.	2010	3440	$18.39	$0.00	$0.00	$0.00	$18.39
MURILLO'S CABINETS LLC	258 TIMBERLANE DR		ETOWAH	NC	28729	R	65618	Personal Prop.	2010	3441	$20.90	$0.00	$0.00	$0.00	$20.90
OLMEDO, EVA	235 MCKEE CIR		HENDERSONVILLE	NC	28792	R	65690	Personal Prop.	2010	3513	$6.27	$0.00	$0.00	$0.00	$6.27
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	R	65703	Personal Prop.	2010	3526	$10.03	$0.00	$0.00	$0.00	$10.03
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	R	65704	Personal Prop.	2010	3527	$17.97	$0.00	$0.00	$0.00	$17.97
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	R	65705	Personal Prop.	2010	3528	$90.29	$0.00	$0.00	$0.00	$90.29
OVER THE TOP PIZZA INC	JOHN ACKER	96 HILLCREST CIRCLE RD	BREVARD	NC	28712	R	65712	Personal Prop.	2010	3535	$290.93	$0.00	$0.00	$0.00	$290.93
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	R	65742	Personal Prop.	2010	3565	$57.68	$0.00	$0.00	$0.00	$57.68
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	R	65745	Personal Prop.	2010	3568	$10.03	$0.00	$0.00	$0.00	$10.03
RAETHOR INC	PO BOX 1055		FLAT ROCK	NC	28731-1055	R	65806	Personal Prop.	2010	3628	$8.50	$0.00	$0.00	$0.00	$8.50
RICO, ELVIA CHAVEZ	25 RICK BARFIELD DR		HENDERSONVILLE	NC	28792-7931	R	65851	Personal Prop.	2010	3673	$61.03	$0.00	$0.00	$0.00	$61.03
RODRIQUEZ, ISMAEL	8 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792	R	65875	Personal Prop.	2010	3697	$9.61	$0.00	$0.00	$0.00	$9.61
ROJAS, JORGE	338 ALPINE WOODS		HENDERSONVILLE	NC	28792	R	65879	Personal Prop.	2010	3701	$42.64	$0.00	$0.00	$0.00	$42.64
SCHULTE, CORNELIUS P	1809 MEADOWBROOK TER		HENDERSONVILLE	NC	28791-2329	R	65910	Personal Prop.	2010	3732	$6.85	$0.00	$0.00	$0.00	$6.85
SPEARMAN FURNITURE INC.	109 FLORENCE ST		HENDERSONVILLE	NC	28792-6331	R	65983	Personal Prop.	2010	3805	$208.16	$0.00	$0.00	$0.00	$208.16
TRAN, HUNG HUU	783 N CHURCH ST		HENDERSONVILLE	NC	28792-3616	R	66086	Personal Prop.	2010	3911	$179.74	$0.00	$0.00	$0.00	$179.74
VALDEZ, SAVINO	115 SPARTAN HTS # 52		HENDERSONVILLE	NC	28792-5195	R	66154	Personal Prop.	2010	3979	$27.17	$0.00	$0.00	$0.00	$27.17
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	R	66192	Personal Prop.	2010	4017	$26.46	$0.00	$0.00	$0.00	$26.46
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	R	66193	Personal Prop.	2010	4018	$22.74	$0.00	$0.00	$0.00	$22.74
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	R	66255	Personal Prop.	2010	4080	$2,340.80	$0.00	$0.00	$0.00	$2,340.80
ZARGOZA, JOSE	729 GENEVA ST		HENDERSONVILLE	NC	28739	R	66299	Personal Prop.	2010	4124	$9.61	$0.00	$0.00	$0.00	$9.61
AUTO BARN	816 OLD SPBG RD		HENDERSONVILLE	NC	28792	R	66443	Personal Prop.	2011	104	$572.77	$0.00	$0.00	$0.00	$572.77
BLOCKBUSTER, INC	PO BOX 460169		HOUSTON	TX	77056-8049	R	66530	Personal Prop.	2011	186	$611.93	$0.00	$0.00	$0.00	$611.93
BRANNOCK, DAVID	14 E LAKE MARY DR		ORLANDO	FL	32839	R	66559	Personal Prop.	2011	215	$151.80	$0.00	$0.00	$0.00	$151.80
BURNS, BRUCE	206 PACOLET RD		SALUDA	NC	28773	R	66585	Personal Prop.	2011	241	$22.55	$0.00	$0.00	$0.00	$22.55
CABRERA, ESTEBAN	155 E ROOSEVELT BLVD	FIRST FLOOR	PHILADELPHIA	PA	19120-3953	R	66595	Personal Prop.	2011	251	$20.30	$0.00	$0.00	$0.00	$20.30
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	R	66602	Personal Prop.	2011	258	$23.00	$0.00	$0.00	$0.00	$23.00
CAPPS, EDWARD	502 S WHITTED ST STE C		HENDERSONVILLE	NC	28739-5141	R	66611	Personal Prop.	2011	267	$139.81	$0.00	$0.00	$0.00	$139.81
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	R	66658	Personal Prop.	2011	308	$39.24	$0.00	$0.00	$0.00	$39.24
D SAMUEL NEILL ATTORNEY	PO BOX 549		ZIRCONIA	NC	28790	R	66789	Personal Prop.	2011	436	$405.90	$0.00	$0.00	$0.00	$405.90
DALTON GEORGIA WORLD OF CARPETS	4 FRANCIS RD		HENDERSONVILLE	NC	28792-9314	R	66791	Personal Prop.	2011	438	$97.45	$0.00	$0.00	$95.50	$1.95
DAVID W MOATES D.D.S., P.A.	326 PONCE DE LEON AVE		VENICE	FL	34285	R	66799	Personal Prop.	2011	446	$397.43	$0.00	$0.00	$77.10	$320.33
DIAZ, LILLY	707 DUNCAN HILL RD TRLR #10		HENDERSONVILLE	NC	28792-2725	R	66841	Personal Prop.	2011	487	$9.92	$0.00	$0.00	$0.00	$9.92
FLIGHT WOOD GRILL & WINE BAR	401 N MAIN ST		HENDERSONVILLE	NC	28792-4912	R	66970	Personal Prop.	2011	615	$220.02	$0.00	$0.00	$0.00	$220.02
GLADE HOLDINGS INC.	475 S CHURCH ST		HENDERSONVILLE	NC	28792-5260	R	67082	Personal Prop.	2011	727	$136.07	$0.00	$0.00	$0.00	$136.07
GONZALES, HUGO MANUEL	610 BROOKLYN AVE 15B		HENDERSONVILLE	NC	28792	R	67093	Personal Prop.	2011	738	$9.47	$0.00	$0.00	$0.00	$9.47
HARRISON, JUNE MARIE	PO BOX 146		BRANT ROCK	MA	02020	R	67176	Personal Prop.	2011	819	$36.08	$0.00	$0.00	$0.00	$36.08
HERNANDEZ, HELIO	201 QUAIL COVE LN	25C	FLAT ROCK	NC	28731	R	67227	Personal Prop.	2011	867	$34.28	$0.00	$0.00	$0.00	$34.28
HOLDER, CLAUDE JR	PO BOX 405		E FLAT ROCK	NC	28726-0405	R	67257	Personal Prop.	2011	897	$32.92	$0.00	$0.00	$0.00	$32.92
MAGNUM OPUS GRAPHICS INC	23 MANDARIN CIR		TAYLORS	SC	29687	R	67472	Personal Prop.	2011	1108	$4,045.47	$0.00	$0.00	$0.00	$4,045.47
MARIN, JULIA	610 BROOKLYN AVE LOT 3		HENDERSONVILLE	NC	28792-6910	R	67492	Personal Prop.	2011	1126	$6.77	$0.00	$0.00	$0.00	$6.77
MARTINEZ, ANDY	PO BOX 674		EAST FLAT ROCK	NC	28726	R	67510	Personal Prop.	2011	1144	$10.37	$0.00	$0.00	$0.00	$10.37
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	R	67526	Personal Prop.	2011	1160	$17.01	$0.00	$0.00	$0.00	$17.01
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	R	67527	Personal Prop.	2011	1161	$12.18	$0.00	$0.00	$0.00	$12.18
MUNOZ, DAVID	PO BOX 365		DANA	NC	28724-0365	R	67623	Personal Prop.	2011	1250	$19.39	$0.00	$0.00	$0.00	$19.39
NEILL, SAMUEL D	PO BOX 549		ZIRCONIA	NC	28790	R	67641	Personal Prop.	2011	1267	$24.04	$0.00	$0.00	$0.00	$24.04
OLMEDO, EVA	235 MCKEE CIR		HENDERSONVILLE	NC	28792	R	67694	Personal Prop.	2011	1320	$6.77	$0.00	$0.00	$0.00	$6.77
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	R	67707	Personal Prop.	2011	1333	$94.71	$0.00	$0.00	$0.00	$94.71

ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	R	67708	Personal Prop.	2011	1334	$18.94	$0.00	$0.00	$0.00	$18.94
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	R	67709	Personal Prop.	2011	1335	$10.37	$0.00	$0.00	$0.00	$10.37
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	R	67754	Personal Prop.	2011	1376	$60.43	$0.00	$0.00	$0.00	$60.43
GUIDO- PEREZ, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	R	67757	Personal Prop.	2011	1379	$10.37	$0.00	$0.00	$0.00	$10.37
REECE, SHEILA RUFF	PO BOX 1171		FLAT ROCK	NC	28731 1171	R	67839	Personal Prop.	2011	1460	$15.58	$0.00	$0.00	$0.00	$15.58
RICO, ELVIA CHAVEZ	25 RICK BARFIELD DR		HENDERSONVILLE	NC	28792-7931	R	67856	Personal Prop.	2011	1477	$21.20	$0.00	$0.00	$0.00	$21.20
RODRIQUEZ, ISMAEL	8 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792	R	67881	Personal Prop.	2011	1501	$9.92	$0.00	$0.00	$0.00	$9.92
ROJAS, JORGE	338 ALPINE WOODS		HENDERSONVILLE	NC	28792	R	67886	Personal Prop.	2011	1506	$44.65	$0.00	$0.00	$0.00	$44.65
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	R	68039	Personal Prop.	2011	1658	$16.44	$0.00	$0.00	$0.00	$16.44
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	R	68040	Personal Prop.	2011	1659	$28.29	$0.00	$0.00	$0.00	$28.29
TURBYFILL, JERRY NATHAN	130 CAME SHARP RD		LEICESTER	NC	28748	R	68117	Personal Prop.	2011	1735	$25.17	$0.00	$0.00	$0.00	$25.17
WADDELL, DESSIE MAE	48 KEVIN LN		HENDERSONVILLE	NC	28792-5685	R	68213	Personal Prop.	2011	1831	$34.73	$0.00	$0.00	$0.00	$34.73
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	R	68214	Personal Prop.	2011	1832	$26.73	$0.00	$0.00	$0.00	$26.73
WADDELL, KENRICK A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	R	68215	Personal Prop.	2011	1833	$7.26	$0.00	$0.00	$0.00	$7.26
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	R	68279	Personal Prop.	2011	1897	$3,030.72	$0.00	$0.00	$0.00	$3,030.72
ZARGOZA, JOSE	729 GENEVA ST		HENDERSONVILLE	NC	28739	R	68319	Personal Prop.	2011	1936	$9.92	$0.00	$0.00	$0.00	$9.92
WESTLAND GROUP INC.	205 WHITE OAK DR		HENDERSONVILLE	NC	28791	P	101965	Personal Prop.	2012	1918	$1,279.10	$0.00	$0.00	$732.43	$546.67
RICO, ELVIA CHAVEZ	25 RICK BARFIELD DR		HENDERSONVILLE	NC	28792-7931	P	72680	Personal Prop.	2012	1459	$21.20	$0.00	$0.00	$0.00	$21.20
YUSUF, AMANDA NEAL	PO BOX 235		FLAT ROCK	NC	28731	P	72682	Personal Prop.	2012	1891	$7.22	$0.00	$0.00	$0.00	$7.22
SANCHEZ, ANDRE TELLEZ	7 DOVETREE LN		HENDERSONVILLE	NC	28739-6549	P	72693	Personal Prop.	2012	1504	$29.77	$0.00	$0.00	$0.00	$29.77
SANCHEZ, MARTIN	42 DOVE TREE LN		HENDERSONVILLE	NC	28739-6549	P	72694	Personal Prop.	2012	1506	$14.88	$0.00	$0.00	$0.00	$14.88
WADDELL, KENRIC A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	72710	Personal Prop.	2012	1794	$27.53	$0.00	$0.00	$0.00	$27.53
SEDIK & COMPANY INC	817 RALEIGH RD		LEXINGTON	NC	27292	P	72724	Personal Prop.	2012	1520	$186.41	$0.00	$0.00	$180.82	$5.59
J WARD GROUP INC	2315 ASHEVILLE HWY STE 45		HENDERSONVILLE	NC	28791-1561	P	72733	Personal Prop.	2012	944	$126.63	$0.00	$0.00	$44.73	$81.90
MOUNTAIN MAN PIZZA LLC	66 OLIVIA LN		FLETCHER	NC	28732-7797	P	72768	Personal Prop.	2012	1223	$1,682.84	$0.00	$0.00	$0.00	$1,682.84
ARISTOCRAT WORKSHOP, LLC	111 SOUTH MAIN ST		HENDERSONVILLE	NC	28792	P	72879	Personal Prop.	2012	85	$241.15	$0.00	$0.00	$0.00	$241.15
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	P	72888	Personal Prop.	2012	1635	$15.17	$0.00	$0.00	$0.00	$15.17
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	72900	Personal Prop.	2012	1320	$94.71	$0.00	$0.00	$0.00	$94.71
GUIDE, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	72902	Personal Prop.	2012	1364	$10.37	$0.00	$0.00	$0.00	$10.37
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	72912	Personal Prop.	2012	1321	$10.37	$0.00	$0.00	$0.00	$10.37
RODRIGUES, MARIO	221 MCKEE CIR		HENDERSONVILLE	NC	28792-5170	P	72920	Personal Prop.	2012	1479	$8.20	$0.00	$0.00	$0.00	$8.20
OLMEDO, EVA	235 MCKEE CIR		HENDERSONVILLE	NC	28792	P	72923	Personal Prop.	2012	1307	$6.77	$0.00	$0.00	$0.00	$6.77
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	P	72924	Personal Prop.	2012	260	$23.00	$0.00	$0.00	$0.00	$23.00
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	P	72929	Personal Prop.	2012	1636	$28.29	$0.00	$0.00	$0.00	$28.29
PALACIOUS, GREGORIO	707 DUNCAN HILL RD TRLR 8		HENDERSONVILLE	NC	28792-2725	P	72933	Personal Prop.	2012	1335	$7.22	$0.00	$0.00	$0.00	$7.22
RIVERA, MARIA NUNEZ	10 ROCK HILL CIR		ASHEVILLE	NC	28803-1823	P	72955	Personal Prop.	2012	1467	$12.18	$0.00	$0.00	$0.00	$12.18
GOMEZ, FELIX	115 SPARTAN HTS LOT 45		HENDERSONVILLE	NC	28792-5194	P	72974	Personal Prop.	2012	724	$12.63	$0.00	$0.00	$0.00	$12.63
MARTINEZ, ANDY	PO BOX 674		EAST FLAT ROCK	NC	28726	P	72980	Personal Prop.	2012	1136	$9.43	$0.00	$0.00	$0.00	$9.43
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	72995	Personal Prop.	2012	1152	$12.18	$0.00	$0.00	$0.00	$12.18
PORTER, MARVIN	43 KIMBRELL FARM LN		HENDERSONVILLE	NC	28792-5684	P	72999	Personal Prop.	2012	1386	$7.38	$0.00	$0.00	$0.00	$7.38
PINEDA, VERONICA	115 SPARTAN HTS # 49		HENDERSONVILLE	NC	28792-5195	P	73001	Personal Prop.	2012	1376	$12.63	$0.00	$0.00	$0.00	$12.63
DIAZ, LILLY	707 DUNCAN HILL RD TRLR #10		HENDERSONVILLE	NC	28792-2725	P	73002	Personal Prop.	2012	476	$9.92	$0.00	$0.00	$0.00	$9.92
GONZALES, HUGO MANUEL	610 BROOKLYN AVE 15B		HENDERSONVILLE	NC	28792	P	73006	Personal Prop.	2012	727	$9.47	$0.00	$0.00	$0.00	$9.47
MUNOZ, DAVID	PO BOX 365		DANA	NC	28724-0365	P	73018	Personal Prop.	2012	1239	$19.39	$0.00	$0.00	$0.00	$19.39
LUNA, RIGOBERTO	115 SPARTAN HTS LOT 44		HENDERSONVILLE	NC	28792-5194	P	73019	Personal Prop.	2012	1086	$11.73	$0.00	$0.00	$0.00	$11.73
SHEALY, SARITA DARLENE	PO BOX 575		MOUNTAIN HOME	NC	28758	P	73027	Personal Prop.	2012	1529	$12.18	$0.00	$0.00	$0.00	$12.18
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	73055	Personal Prop.	2012	1153	$14.84	$0.00	$0.00	$0.00	$14.84
DANIELSON, JIMMY CHARLES	3872 OSPREY CIR	APT B	SAINT AUGUSTINE	FL	32086-5535	P	73059	Personal Prop.	2012	437	$12.07	$0.00	$0.00	$0.00	$12.07
DREAMSWORK PROPERTIES LLC	2315 ASHEVILLE HWY STE 45		HENDERSONVILLE	NC	28791-1561	P	73129	Personal Prop.	2012	491	$155.89	$0.00	$0.00	$152.43	$3.46
BRABHAM, FELICIA	510 FLEMING ST	STE C	HENDERSONVILLE	NC	28739-4281	P	73433	Personal Prop.	2012	219	$35.38	$0.00	$0.00	$0.00	$35.38
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	73565	Personal Prop.	2012	1851	$3,391.52	$0.00	$0.00	$0.00	$3,391.52
TRI STATE FLOORING AND SUPPLY	672 BATTLE CREEK RD		HORSE SHOE	NC	28742	P	73613	Personal Prop.	2012	1702	$27.97	$0.00	$0.00	$0.00	$27.97
GRIFFIN GROUP OF NC, INC	532 KANUGA RD		HENDERSONVILLE	NC	28739-5226	P	73643	Personal Prop.	2012	785	$139.19	$0.00	$0.00	$0.00	$139.19
LAQUE, MARC	22201 COUNTY RD 1664		MATHIS	TX	78368	P	73704	Personal Prop.	2012	1048	$151.80	$0.00	$0.00	$0.00	$151.80
NEILL, SAMUEL D	PO BOX 549		ZIRCONIA	NC	28790-0549	P	73720	Personal Prop.	2012	1258	$22.83	$0.00	$0.00	$0.00	$22.83
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	P	73740	Personal Prop.	2012	1363	$60.43	$0.00	$0.00	$0.00	$60.43
GARCIA, EMELIA	610 BROOKLYN AVE #19		HENDERSONVILLE	NC	28792	P	73744	Personal Prop.	2012	659	$7.22	$0.00	$0.00	$0.00	$7.22
HERNANDEZ, HELIO	201 QUAIL COVE LN	25C	FLAT ROCK	NC	28731	P	73745	Personal Prop.	2012	857	$34.28	$0.00	$0.00	$0.00	$34.28
BRENA, ESPERNAZA OLGUIN	91 SCENIC MOUNTAIN LN		HENDERSONVILLE	NC	28792	P	73748	Personal Prop.	2012	223	$15.17	$0.00	$0.00	$0.00	$15.17
RUFF, DOROTHY WILLIAMS	91 OTTER TAIL LN		HENDERSONVILLE	NC	28792	P	73762	Personal Prop.	2012	1491	$11.48	$0.00	$0.00	$0.00	$11.48
GUERRA, OSCAR ORNELAS	117 COSMOPOLITAN LN		HENDERSONVILLE	NC	287396315	P	73799	Personal Prop.	2012	789	$57.73	$0.00	$0.00	$0.00	$57.73
CASTANEDA, JOSE	252 W RIDGE RD		NOTTINGHAM	PA	19362	P	73813	Personal Prop.	2012	309	$39.24	$0.00	$0.00	$0.00	$39.24
CABRERA, ESTEBAN	155 E ROOSEVELT BLVD	FIRST FLOOR	PHILADELPHIA	PA	19120-3953	P	73815	Personal Prop.	2012	255	$20.30	$0.00	$0.00	$0.00	$20.30
ENTWISTLE, THOMAS EVERETT	2103 SOMERSET DR		HENDERSONVILLE	NC	287912141	P	73834	Personal Prop.	2012	533	$8.28	$0.00	$0.00	$0.00	$8.28
PARKHILL, PATRICK EARLE	526 EHRINGHAUS ST		HENDERSONVILLE	NC	28739-4118	P	73867	Personal Prop.	2012	1342	$95.39	$0.00	$0.00	$93.02	$2.37
DANIELSON, JIMMY CHARLES	3872 OSPREY CIR	APT B	SAINT AUGUSTINE	FL	32086-5535	P	73957	Personal Prop.	2012	438	$70.61	$0.00	$0.00	$0.00	$70.61
TRACTOR SHED	140 WHITE ST		HENDERSONVILLE	NC	28739-5294	P	74392	Personal Prop.	2012	1698	$203.28	$0.00	$0.00	$0.00	$203.28
ROBINSON, CARROLL T	720 VALLEY ST		HENDERSONVILLE	NC	28791	P	74509	Personal Prop.	2012	1473	$172.50	$0.00	$0.00	$0.00	$172.50
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	74577	Personal Prop.	2012	1322	$18.94	$0.00	$0.00	$0.00	$18.94
MONTOYA, JOSE	180 PRIVETTE RD SW		MARIETTA	GA	30008-4342	P	74578	Personal Prop.	2012	1208	$5.41	$0.00	$0.00	$0.00	$5.41
RODRIQUEZ, ISMAEL	8 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792	P	74583	Personal Prop.	2012	1480	$9.92	$0.00	$0.00	$0.00	$9.92
WESTLAND GROUP INC.	205 WHITE OAK DR		HENDERSONVILLE	NC	28791	P	101965	Personal Prop.	2013	1831	$1,199.16	$0.00	$0.00	$0.00	$1,199.16
DADDY D'S SUBER SOULFOOD	411 7TH AVE E		HENDERSONVILLE	NC	28792	P	102735	Personal Prop.	2013	1840	$724.09	$0.00	$687.59	$0.00	$36.50
LUX SALON, LLC	CHRISTINE CARVER	409 7TH AVE	HENDERSONVILLE	NC	28792-3707	P	103246	Personal Prop.	2013	1837	$300.32	$0.00	$198.22	$0.00	$102.10
RELEVE PERFORMING ARTS CENTER, LLC	JAMIE PEELER OSTEEN	2314 ASHEVILLE HWY	HENDERSONVILLE	NC	28791-1777	P	103943	Personal Prop.	2013	1836	$207.79	$0.00	$0.00	$0.00	$207.79
JOEY'S NEW YORK BAGELS, INC.	1500 HAYWOOD RD		HENDERSONVILLE	NC	28791	P	103998	Personal Prop.	2013	1839	$1,583.10	$34.48	$0.00	$0.00	$1,617.58
THE DUGOUT SPORTS BAR & GRILL	430 N MAIN ST		HENDERSONVILLE	NC	28792	P	104173	Personal Prop.	2013	1842	$1,659.34	$0.00	$0.00	$0.00	$1,659.34
PACO'S CUSTOM TILE & STONE, INC.	2560 CHIMNEY ROCK RD STE F		HENDERSONVILLE	NC	28792	P	104539	Personal Prop.	2013	1833	$246.08	$0.00	$0.00	$202.19	$43.89
ANDERSON PACKAGING INC	710 ASHE ST		HENDERSONVILLE	NC	28792	P	104542	Personal Prop.	2013	1834	$1.02	$0.00	$0.00	$0.00	$1.02
BLUE RIDGE RETIREMENT	ATTN: STEPHANIE BROWN	1000 W ALLEN ST	HENDERSONVILLE	NC	28792	P	104592	Personal Prop.	2013	1850	$435.98	$0.00	$0.00	$0.00	$435.98

OAK HAVEN APARTMENTS LIMITED PARTI	602 KANUGA RD		HENDERSONVILLE	NC	28739	P	104595	Personal Prop.	2013	1851	$275.36	$0.00	$0.00	$0.00	$275.36
HIGH CALIBER CUSTOM TATTOOS	2024 ASHEVILLE WHY	SUITE C	HENDERSONVILLE	NC	28791	P	104605	Personal Prop.	2013	1856	$17.62	$0.00	$0.00	$0.00	$17.62
SUPERIOR COMFORT SYSTEMS	1402 7TH AVE E		HENDERSONVILLE	NC	28792	P	104608	Personal Prop.	2013	1858	$378.53	$0.00	$0.00	$0.00	$378.53
MATTRESS MAN	1900 FOUR SEASONS BLVD		HENDERSONVILLE	NC	28792	P	104615	Personal Prop.	2013	1862	$331.94	$0.00	$0.00	$0.00	$331.94
FREEBURG PIANOS	2314 ASHEVILLE HWY #D&E		HENDERSONVILLE	NC	28791	P	104618	Personal Prop.	2013	1863	$82.75	$0.00	$0.00	$0.00	$82.75
HEARTLAND HARPS AND MUSIC	713 RAY AVE.		HENDERSONVILLE	NC	28792	P	104621	Personal Prop.	2013	1865	$216.94	$0.00	$0.00	$0.00	$216.94
THE BAKER'S BOX	430 KANUGA RD		HENDERSONVILLE	NC	28739	P	104624	Personal Prop.	2013	1867	$67.94	$0.00	$0.00	$0.00	$67.94
VILLAGE GREEN ANTIQUE MALL	424 N MAIN ST		HENDERSONVILLE	NC	28792	P	104626	Personal Prop.	2013	1868	$11.10	$0.00	$0.00	$0.00	$11.10
ALL ABOUT GUTTERS, INC	96 GRIST MILL DR		HENDERSONVILLE	NC	28739	P	104628	Personal Prop.	2013	1869	$65.01	$0.00	$0.00	$0.00	$65.01
AVANTCARE INC	ATTN: FRANK W GIBSON	P O BOX 526	EDNEYVILLE	NC	28727-0526	P	74880	Personal Prop.	2013	751	$6,120.98	$0.00	$0.00	$0.00	$6,120.98
TRI-5 ENTERPRISE	1325 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	75035	Personal Prop.	2013	152	$248.05	$0.00	$0.00	$0.00	$248.05
BOYLES, LEAH PAULINE	107 CHADWICK AVE # 2		HENDERSONVILLE	NC	28792-9013	P	75067	Personal Prop.	2013	177	$32.92	$0.00	$0.00	$0.00	$32.92
ENTWISTLE, THOMAS EVERETT	2103 SOMERSET DR		HENDERSONVILLE	NC	287912141	P	75071	Personal Prop.	2013	180	$7.87	$0.00	$0.00	$0.00	$7.87
NEVER BLUE ART	119 S MAIN STREET		HENDERSONVLLE	NC	28792-5083	P	75093	Personal Prop.	2013	754	$1,929.58	$0.00	$0.00	$1,925.20	$4.38
PARKHILL, PATRICK EARLE	526 EHRINGHAUS ST		HENDERSONVILLE	NC	28739-4118	P	75188	Personal Prop.	2013	266	$82.37	$0.00	$0.00	$32.99	$49.38
GARCIA, EMELIA	16 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792-6882	P	75192	Personal Prop.	2013	269	$7.22	$0.00	$0.00	$0.00	$7.22
DREAMSWORK PROPERTIES LLC	2315 ASHEVILLE HWY STE 45		HENDERSONVILLE	NC	28791-1561	P	75218	Personal Prop.	2013	292	$120.66	$0.00	$0.00	$0.00	$120.66
MY GARDEN OF BEADIN	1617 KENSINGTON RD		HENDERSONVILLE	NC	28791	P	75261	Personal Prop.	2013	326	$21.57	$0.00	$0.00	$0.00	$21.57
CHEF STARR FOOD SERVICE INC	C/O MARK STARR	114 BROOKDALE AVE	HENDERSONVILLE	NC	28792	P	75431	Personal Prop.	2013	460	$193.95	$0.00	$0.00	$0.00	$193.95
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	P	75451	Personal Prop.	2013	476	$15.85	$0.00	$0.00	$0.00	$15.85
BRABHAM, FELICIA	510 FLEMING ST	STE C	HENDERSONVILLE	NC	28739-4281	P	75461	Personal Prop.	2013	481	$45.10	$0.00	$0.00	$0.00	$45.10
LEON, JOSE GUADALUPE PEREZ	PO BOX 624		E FLAT ROCK	NC	28726-0624	P	75507	Personal Prop.	2013	524	$27.51	$0.00	$0.00	$0.00	$27.51
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	75519	Personal Prop.	2013	533	$4,059.00	$0.00	$0.00	$0.00	$4,059.00
CPI IMAGES LLC	1706 WASHINGTON AVE		SAINT LOUIS	MO	63103-1717	P	75532	Personal Prop.	2013	544	$15.98	$0.00	$0.00	$0.00	$15.98
SONVICK INC	2546 CHIMNEY ROCK RD		HENDERSONVILLE	NC	28792-9181	P	75544	Personal Prop.	2013	554	$254.20	$0.00	$0.00	$0.00	$254.20
MONTIEL, ANITA	610 BROOKLYN AVE TRL #2		HENDERSONVILLE	NC	28792	P	75622	Personal Prop.	2013	617	$7.67	$0.00	$0.00	$3.99	$3.68
MRS G AND ME LLC	445 TRIPLE CREEK DR		HENDERSONVILLE	NC	28791-8710	P	75655	Personal Prop.	2013	646	$151.80	$0.00	$0.00	$0.00	$151.80
VIP INVESTMENTS INC	VINCENT VIOLI	2540 GREATER DRUID HILLS BLVD	HENDERSONVILLE	NC	28791-1426	P	75696	Personal Prop.	2013	679	$37.43	$0.00	$0.00	$0.00	$37.43
GUIDO- PEREZ, NICHOLAS	119 KRISTY LN		HENDERSONVILLE	NC	28792	P	75762	Personal Prop.	2013	734	$9.92	$0.00	$0.00	$0.00	$9.92
MCWHORTER, RICKEY	212 SPRING ST		HENDERSONVILLE	NC	28739	P	75770	Personal Prop.	2013	741	$20.50	$0.00	$0.00	$0.00	$20.50
SANCHEZ, ANDRE TELLEZ	7 DOVETREE LN		HENDERSONVILLE	NC	28739-6549	P	75793	Personal Prop.	2013	763	$28.86	$0.00	$0.00	$0.00	$28.86
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	P	75825	Personal Prop.	2013	788	$30.22	$0.00	$0.00	$0.00	$30.22
DANIELSON, JIMMY CHARLES	3872 OSPREY CIR	APT B	SAINT AUGUSTINE	FL	32086-5535	P	75963	Personal Prop.	2013	901	$12.07	$0.00	$0.00	$0.00	$12.07
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	75977	Personal Prop.	2013	911	$9.92	$0.00	$0.00	$0.00	$9.92
HERRERA, ERNESTO	BRICE TYTE	PO BOX 235	FLAT ROCK	NC	28731	P	75986	Personal Prop.	2013	917	$12.18	$0.00	$0.00	$0.00	$12.18
WILSON, LARRY	550 FLEMING ST		HENDERSONVILLE	NC	28739-4216	P	75990	Personal Prop.	2013	921	$12.18	$0.00	$0.00	$0.00	$12.18
HERITAGE HALL SCHOOL	802 A S GROVE STREET		HENDERSONVILLE	NC	28792-5398	P	75993	Personal Prop.	2013	924	$71.65	$0.00	$0.00	$0.00	$71.65
ZABALETA, MIGUEL ANGEL	32 CHANDLER LN		HENDERSONVILLE	NC	28792-4550	P	76048	Personal Prop.	2013	969	$81.18	$0.00	$0.00	$0.00	$81.18
DEL ANGEL, MARIO ROBLES	42 DOVETREE LN		HENDERSONVILLE	NC	28739	P	76053	Personal Prop.	2013	974	$14.43	$0.00	$0.00	$0.00	$14.43
BUNCK, MELINDA	361 MERIN HEIGHTS		JACKSONVILLE	NC	28546	P	76057	Personal Prop.	2013	977	$37.71	$0.00	$0.00	$0.00	$37.71
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	76062	Personal Prop.	2013	981	$11.73	$0.00	$0.00	$0.00	$11.73
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	76149	Personal Prop.	2013	1053	$12.81	$0.00	$0.00	$0.00	$12.81
RUFF, DOROTHY WILLIAMS	91 OTTER TAIL LN		HENDERSONVILLE	NC	28792	P	76203	Personal Prop.	2013	1097	$12.18	$0.00	$0.00	$0.00	$12.18
BLACK ROSE PUBLIC HOUSE	222 N MAIN ST		HENDERSONVLLE,	NC	28792-5069	P	76210	Personal Prop.	2013	1102	$2,656.50	$0.00	$0.00	$120.21	$2,536.29
JOINT SPECIALISTS OF WNC PA	1027 FLEMING STREET		HENDERSONVILLE	NC	28791-3573	P	76281	Personal Prop.	2013	1162	$14.52	$0.00	$0.00	$0.00	$14.52
MUSIC CITY VENTURES INC	217 3RD AVE W		HENDERSONVLLE	NC	28739-4307	P	76291	Personal Prop.	2013	1171	$67.65	$0.00	$0.00	$66.30	$1.35
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	P	76332	Personal Prop.	2013	1203	$22.10	$0.00	$0.00	$0.00	$22.10
SWORDFISH AMUSEMENT LLC	1440 BEN SAWYER BLVD	SUITE 1100	MT PLEASANT S	SC	29464-5526	P	76419	Personal Prop.	2013	1272	$162.36	$0.00	$0.00	$0.00	$162.36
PORTER, MARTIN WYATT	90 DICKENS LN		HENDERSONVILLE	NC	28739-6557	P	76426	Personal Prop.	2013	1276	$14.43	$0.00	$0.00	$0.00	$14.43
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	P	76463	Personal Prop.	2013	1306	$58.63	$0.00	$0.00	$0.00	$58.63
OSORNIO-REYES, ARTURO	610 BROOKLYN AVE	LOT 1	HENDERSONVILLE	NC	28792	P	76522	Personal Prop.	2013	1351	$6.31	$0.00	$0.00	$0.00	$6.31
HOLBERTS HEATING & AIR COND.	PO BOX 2556		HENDERSONVILLE	NC	28793-2556	P	76581	Personal Prop.	2013	1400	$1,262.80	$0.00	$0.00	$0.00	$1,262.80
RODRIGUEZ, OLIVO	138 KRISTILIA LN		HENDERSONVILLE	NC	28739	P	76597	Personal Prop.	2013	1415	$14.88	$0.00	$0.00	$0.00	$14.88
PALACIOUS, GREGORIO	707 DUNCAN HILL RD TRLR 8		HENDERSONVILLE	NC	28792-2725	P	76598	Personal Prop.	2013	1416	$7.22	$0.00	$0.00	$0.00	$7.22
HEWITT, MARK W	49 SPRINGSIDE DR		HENDERSONVILLE	NC	28792-3031	P	76601	Personal Prop.	2013	1419	$6.15	$0.00	$0.00	$0.00	$6.15
GONZALES, HUGO MANUEL	610 BROOKLYN AVE 15B		HENDERSONVILLE	NC	28792	P	76671	Personal Prop.	2013	1474	$9.02	$0.00	$0.00	$0.00	$9.02
J WARD GROUP INC	2315 ASHEVILLE HWY STE 45		HENDERSONVILLE	NC	28791-1561	P	76672	Personal Prop.	2013	1475	$107.24	$0.00	$0.00	$0.00	$107.24
WORKMAN, TELISHA LOREE	PO BOX 351		EAST FLAT ROCK	NC	28726-0351	P	76714	Personal Prop.	2013	1508	$128.40	$0.00	$0.00	$0.00	$128.40
SMITH, SANDRA R	615 BROOKLYN AVE LOT 17		HENDERSONVILLE	NC	28792	P	76732	Personal Prop.	2013	1524	$16.69	$0.00	$0.00	$0.00	$16.69
MARTIN, PETE	798 S GROVE STREET		HENDERSONVILLE	NC	28792-5396	P	76739	Personal Prop.	2013	1529	$22.55	$0.00	$0.00	$0.00	$22.55
WILLOW SPRINGS ASSISTED LIVING 2 INC.	1310 HEBRON STREET		HENDERSONVILLE	NC	28739-5181	P	76829	Personal Prop.	2013	1608	$10.35	$0.00	$0.00	$0.00	$10.35
MARTINEZ, ANDY	PO BOX 674		EAST FLAT ROCK	NC	28726	P	76908	Personal Prop.	2013	1675	$9.92	$0.00	$0.00	$0.00	$9.92
WADDELL, KENRIC A	1426 OAKLAND ST		HENDERSONVILLE	NC	28792-2542	P	76932	Personal Prop.	2013	1696	$26.18	$0.00	$5.95	$0.00	$20.23
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	76935	Personal Prop.	2013	1699	$92.00	$0.00	$0.00	$0.00	$92.00
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	76957	Personal Prop.	2013	1716	$18.49	$0.00	$0.00	$0.00	$18.49
RICO, ELVIA CHAVEZ	25 RICK BARFIELD DR		HENDERSONVILLE	NC	28792-7931	P	76976	Personal Prop.	2013	1732	$20.75	$0.00	$0.00	$0.00	$20.75
BATTISTA, CHRISTOPHER C	534 OAK HILL CT		HENDERSONVILLE	NC	28739-4146	P	77005	Personal Prop.	2013	1753	$16.82	$0.00	$0.00	$10.31	$6.51
RODRIQUEZ, ISMAEL	8 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792	P	77049	Personal Prop.	2013	1786	$9.47	$0.00	$0.00	$0.00	$9.47
LAQUE, MARC	22201 COUNTY RD 1664		MATHIS	TX	78368	P	77050	Personal Prop.	2013	1787	$182.16	$0.00	$0.00	$0.00	$182.16
WESTLAND GROUP INC.	205 WHITE OAK DR		HENDERSONVILLE	NC	28791	P	101965	Personal Prop.	2014	1822	$1,201.10	$0.00	$0.00	$0.00	$1,201.10
DADDY D'S SUBER SOULFOOD	411 7TH AVE E		HENDERSONVILLE	NC	28792	P	102735	Personal Prop.	2014	1831	$717.28	$0.00	$681.66	$0.00	$35.62
LUX SALON, LLC	CHRISTINE CARVER	409 7TH AVE	HENDERSONVILLE	NC	28792-3707	P	103246	Personal Prop.	2014	1828	$297.50	$0.00	$206.09	$0.00	$91.41
RELEVE PERFORMING ARTS CENTER, LLC	JAMIE PEELER OSTEEN	2314 ASHEVILLE HWY	HENDERSONVILLE	NC	28791-1777	P	103943	Personal Prop.	2014	1827	$209.06	$0.00	$0.00	$0.00	$209.06
MARY'S BURRITOS	1971 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	103995	Personal Prop.	2014	1832	$536.55	$0.00	$456.46	$0.00	$80.09
JOEY'S NEW YORK BAGELS, INC.	1500 HAYWOOD RD		HENDERSONVILLE	NC	28791	P	103998	Personal Prop.	2014	1830	$1,692.80	$0.00	$58.79	$0.00	$1,634.01
THE DUGOUT SPORTS BAR & GRILL	430 N MAIN ST		HENDERSONVILLE	NC	28792	P	104173	Personal Prop.	2014	1833	$1,623.28	$0.00	$0.00	$0.00	$1,623.28
PACO'S CUSTOM TILE & STONE, INC.	2560 CHIMNEY ROCK RD STE F		HENDERSONVILLE	NC	28792	P	104539	Personal Prop.	2014	1824	$247.59	$0.00	$0.00	$0.00	$247.59
ANDERSON PACKAGING INC	710 ASHE ST		HENDERSONVILLE	NC	28792	P	104542	Personal Prop.	2014	1825	$1.02	$0.00	$0.00	$0.00	$1.02
CAROLINA STORAGE SOLUTIONS LLC	2327 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104549	Personal Prop.	2014	1834	$18.44	$0.00	$0.00	$0.00	$18.44
CANDO AUTO SALES	1516 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104551	Personal Prop.	2014	1835	$37.29	$0.00	$0.00	$0.00	$37.29

WGLA ENGINEERING	724 5TH AVE W		HENDERSONVILLE	NC	28792	P	104566	Personal Prop.	2014	1841	$328.59	$0.00	$0.00	$0.00	$328.59
TONY'S AUTO REPAIR	114 STATON AVE		HENDERSONVILLE	NC	28792	P	104569	Personal Prop.	2014	1843	$490.83	$0.00	$0.00	$0.00	$490.83
BLUE RIDGE RETIREMENT	ATTN: STEPHANIE BROWN	1000 W ALLEN ST	HENDERSONVILLE	NC	28792	P	104592	Personal Prop.	2014	1846	$438.63	$0.00	$0.00	$0.00	$438.63
OAK HAVEN APARTMENTS LIMITED PARTI	602 KANUGA RD		HENDERSONVILLE	NC	28739	P	104595	Personal Prop.	2014	1847	$277.04	$0.00	$0.00	$171.77	$105.27
CHILDREN'S WORLD CENTER, INC.	814 N OAK ST		HENDERSONVILLE	NC	28791	P	104598	Personal Prop.	2014	1848	$200.31	$0.00	$164.83	$0.00	$35.48
MICHAEL & MANETTE TREXLER DBA DOW	511 CRESTWOOD RD		HENDERSONVILLE	NC	28739	P	104601	Personal Prop.	2014	1851	$140.48	$0.00	$0.00	$0.00	$140.48
HIGH CALIBER CUSTOM TATTOOS	2024 ASHEVILLE WHY	SUITE C	HENDERSONVILLE	NC	28791	P	104605	Personal Prop.	2014	1853	$16.17	$0.00	$0.00	$0.00	$16.17
SUPERIOR COMFORT SYSTEMS	1402 7TH AVE E		HENDERSONVILLE	NC	28792	P	104608	Personal Prop.	2014	1855	$380.84	$0.00	$0.00	$0.00	$380.84
MATTRESS MAN	1900 FOUR SEASONS BLVD		HENDERSONVILLE	NC	28792	P	104615	Personal Prop.	2014	1859	$333.96	$0.00	$0.00	$0.00	$333.96
FREEBURG PIANOS	2314 ASHEVILLE HWY #D&E		HENDERSONVILLE	NC	28791	P	104618	Personal Prop.	2014	1860	$83.27	$0.00	$0.00	$0.00	$83.27
HEARTLAND HARPS AND MUSIC	713 RAY AVE.		HENDERSONVILLE	NC	28792	P	104621	Personal Prop.	2014	1862	$218.27	$0.00	$0.00	$0.00	$218.27
THE BAKER'S BOX	430 KANUGA RD		HENDERSONVILLE	NC	28739	P	104624	Personal Prop.	2014	1864	$68.36	$0.00	$0.00	$0.00	$68.36
VILLAGE GREEN ANTIQUE MALL	424 N MAIN ST		HENDERSONVILLE	NC	28792	P	104626	Personal Prop.	2014	1865	$9.90	$0.00	$0.00	$0.00	$9.90
ALL ABOUT GUTTERS, INC	96 GRIST MILL DR		HENDERSONVILLE	NC	28739	P	104628	Personal Prop.	2014	1866	$65.40	$0.00	$0.00	$0.00	$65.40
NHP CARILLON LLC	2050 MAIN ST	STE 800	IRVINE	CA	92614-8260	P	77102	Personal Prop.	2014	6	$440.00	$0.00	$0.00	$430.10	$9.90
CAHUANCI, CATALINA MERINO	904 GREENVILLE HWY TRLR 10		HENDERSONVLLE	NC	28792-5731	P	77104	Personal Prop.	2014	7	$22.26	$0.00	$0.00	$0.00	$22.26
TRU EXPRESS #6137	1800 FOUR SEASONS BLVD		HENDERSONVILLE	NC	28792	P	77107	Personal Prop.	2014	10	$40.90	$0.00	$0.00	$0.00	$40.90
CARTER, JOSHUE STEVEN	4703 WOOD DUCK WAY		HENDERSONVILLE	NC	28792	P	77124	Personal Prop.	2014	27	$6.25	$0.00	$0.00	$0.00	$6.25
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	P	77132	Personal Prop.	2014	35	$62.92	$0.00	$0.00	$0.00	$62.92
HERITAGE HALL SCHOOL	802 A S GROVE STREET		HENDERSONVILLE	NC	28792-5398	P	77152	Personal Prop.	2014	55	$336.38	$0.00	$0.00	$0.00	$336.38
GONZALES, HUGO MANUEL	610 BROOKLYN AVE 15B		HENDERSONVILLE	NC	8792-	P	77153	Personal Prop.	2014	56	$9.68	$0.00	$0.00	$0.00	$9.68
GONZALES, FELIPE PANCHERO	610 BROOKLYN AVE LOT 4		HENDERSONVILLE	NC	28792-6881	P	77154	Personal Prop.	2014	57	$11.62	$0.00	$0.00	$0.00	$11.62
OSORNIO-REYES, ARTURO	610 BROOKLYN AVE	LOT 1	HENDERSONVILLE	NC	28792	P	77155	Personal Prop.	2014	58	$6.78	$0.00	$0.00	$0.00	$6.78
RALEIGH DURHAM MEDICAL GROUP	PO BOX 742528		DALLAS	TX	75374-2528	P	77184	Personal Prop.	2014	86	$158.40	$0.00	$0.00	$0.00	$158.40
WENDT, LEONA P	20 BEECH PATH LN		HENDERSONVILLE	NC	28739	P	77189	Personal Prop.	2014	91	$73.57	$0.00	$0.00	$66.88	$6.69
MARTINEZ, ANDY	615 BROOKLYN AVE LOT 4		HENDERSONVILLE	NC	28792-6868	P	77227	Personal Prop.	2014	125	$10.65	$0.00	$0.00	$0.00	$10.65
FISH AND PETS	69 CORI DR		HENDERSONVILLE	NC	28792	P	77233	Personal Prop.	2014	129	$38.50	$0.00	$0.00	$0.00	$38.50
HERRERA, ERNESTO	BRICE TYTE	PO BOX 235	FLAT ROCK	NC	28731	P	77239	Personal Prop.	2014	135	$13.07	$0.00	$0.00	$0.00	$13.07
ZABALETA, MIGUEL ANGEL	32 CHANDLER LN		HENDERSONVILLE	NC	28792-4550	P	77258	Personal Prop.	2014	154	$87.12	$0.00	$0.00	$0.00	$87.12
MARTINEZ, JOSE	707 DUNCAN HILL RD #6		HENDERSONVILLE	NC	28792-2776	P	77267	Personal Prop.	2014	162	$24.20	$0.00	$0.00	$0.00	$24.20
RAMIREZ, CLAUDIA ISBETH TAMAYO	42 DOVETREE LN		HENDERSONVILLE	NC	28739	P	77271	Personal Prop.	2014	166	$15.49	$0.00	$0.00	$0.00	$15.49
SIMPSON, DAVID	26 CHRISTIAN LN		HENDERSONVILLE	NC	28792-9013	P	77277	Personal Prop.	2014	172	$22.26	$0.00	$0.00	$0.00	$22.26
KILPATRICK AND SONS UPHOLSTERY	360 7TH AVE E		HENDERSONVILLE	NC	28792-3706	P	77326	Personal Prop.	2014	213	$233.47	$0.00	$0.00	$0.00	$233.47
CRUZ, PAULA	707 DUNCAN HILL RD #10		HENDERSONVILLE	NC	28792	P	77352	Personal Prop.	2014	238	$10.16	$0.00	$0.00	$0.00	$10.16
WILLOW SPRINGS ASSISTED LIVING 2 INC.	1310 HEBRON STREET		HENDERSONVILLE	NC	28739-5181	P	77362	Personal Prop.	2014	248	$152.87	$0.00	$0.00	$0.00	$152.87
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	P	77378	Personal Prop.	2014	263	$29.48	$0.00	$0.00	$0.00	$29.48
MUSIC CITY VENTURES INC	217 3RD AVE W		HENDERSONVLLE	NC	28739-4307	P	77397	Personal Prop.	2014	282	$40.41	$0.00	$0.00	$0.00	$40.41
DAVIS ENTERPRISES	196 GLEN EAGLE DR		WAYNESVILLE	NC	28786-8165	P	77404	Personal Prop.	2014	288	$56.05	$0.00	$0.00	$0.00	$56.05
LUNA, LEON	610 BROOKLYN AVE LOT 14		HENDERSONVILLE	NC	28792	P	77462	Personal Prop.	2014	339	$9.20	$0.00	$0.00	$0.00	$9.20
STARR, JOANNA	186 DOGWOOD PATH LN		HENDERSONVILLE	NC	28739	P	77484	Personal Prop.	2014	361	$155.36	$141.24	$155.36	$34.57	$106.67
MCWHORTER, RICKEY	212 SPRING ST		HENDERSONVILLE	NC	28739-5112	P	77493	Personal Prop.	2014	370	$20.90	$0.00	$0.00	$0.00	$20.90
FALLAS, AMBER	34 DICKENS LN		HENDERSONVILLE	NC	28739-6557	P	77494	Personal Prop.	2014	371	$23.72	$0.00	$0.00	$0.00	$23.72
RICHEY, EVA	1928 BREVARD RD		HENDERSONVILLE	NC	28791-3126	P	77495	Personal Prop.	2014	372	$11.85	$0.00	$0.00	$0.00	$11.85
HEWITT, MARK W	49 SPRINGSIDE DR		HENDERSONVILLE	NC	28792-3031	P	77547	Personal Prop.	2014	423	$7.26	$0.00	$0.00	$0.00	$7.26
MARTIN, PETE	798 S GROVE STREET		HENDERSONVILLE	NC	28792-5396	P	77636	Personal Prop.	2014	499	$24.20	$0.00	$0.00	$0.00	$24.20
PRONGER, RONALD GORDON	605 HIGATE RD		HENDERSONVILLE	NC	28791-2231	P	77658	Personal Prop.	2014	521	$7.29	$0.00	$0.00	$0.00	$7.29
CPI IMAGES LLC	1706 WASHINGTON AVE		SAINT LOUIS	MO	63103-1717	P	77686	Personal Prop.	2014	547	$131.16	$0.00	$0.00	$0.00	$131.16
PALACIOUS, GREGORIO	707 DUNCAN HILL RD TRLR 8		HENDERSONVILLE	NC	28792-2725	P	77693	Personal Prop.	2014	553	$7.74	$0.00	$0.00	$0.00	$7.74
PEREZ, NICHOLAS GUIDE	610 BROOKLYN AVE UNIT 15		HENDERSONVILLE	NC	28792-6882	P	77710	Personal Prop.	2014	568	$10.65	$0.00	$0.00	$0.00	$10.65
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	77723	Personal Prop.	2014	581	$12.58	$0.00	$0.00	$0.00	$12.58
PROFESSIONAL FIREPLACE INSTALLERS	PO BOX 254		E FLAT ROCK	NC	28726-0254	P	77729	Personal Prop.	2014	587	$65.92	$0.00	$0.00	$0.00	$65.92
ISLE OF SKY CHIROPRACTIC	1534 HAYWOOD RD		HENDERSONVILLE	NC	28791-2338	P	77749	Personal Prop.	2014	607	$277.09	$0.00	$0.00	$0.00	$277.09
HARRIMAN, JAMIE SUEANNE	PO BOX 110		HORSE SHOE	NC	287420110	P	77759	Personal Prop.	2014	617	$14.52	$0.00	$0.00	$0.00	$14.52
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	77767	Personal Prop.	2014	624	$10.65	$0.00	$0.00	$0.00	$10.65
DAVIS, SHERRIE REYNOLDS	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	P	77769	Personal Prop.	2014	626	$31.94	$0.00	$0.00	$0.00	$31.94
WORKMAN, TELISHA LOREE	PO BOX 351		EAST FLAT ROCK	NC	28726-0351	P	77777	Personal Prop.	2014	633	$151.57	$0.00	$0.00	$0.00	$151.57
MAJ, ANTHONY	114 STATON AVENUE		HENDERSONVILLE	NC	28792-2751	P	77807	Personal Prop.	2014	663	$121.92	$0.00	$0.00	$0.00	$121.92
REPAIR RIGHT LLC	425 KANUGA ROAD		HENDERSONVILLE	NC	28739-5223	P	77847	Personal Prop.	2014	703	$52.06	$0.00	$0.00	$0.00	$52.06
FALGUNI HOSPITALITY LLC	206 MITCHELLE DR		HENDERSONVILLE	NC	28792-2904	P	77850	Personal Prop.	2014	706	$388.69	$0.00	$0.00	$0.00	$388.69
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	77864	Personal Prop.	2014	720	$18.04	$0.00	$0.00	$0.00	$18.04
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	77865	Personal Prop.	2014	721	$13.06	$0.00	$0.00	$0.00	$13.06
BURRELL, KIM	POP'S DINER	800 N MAIN ST	HENDERSONVILLE	NC	28792-5050	P	77875	Personal Prop.	2014	730	$450.48	$0.00	$0.00	$0.00	$450.48
DRAKE, DAVID MICHAEL	102 W JACKSON ST		HENDERSONVILLE	NC	28792-6468	P	77901	Personal Prop.	2014	756	$32.08	$0.00	$0.00	$0.00	$32.08
LUPTON, STACEY	439 N CHURCH STREET		HENDERSONVILLE	NC	28792-4343	P	77904	Personal Prop.	2014	759	$29.77	$0.00	$0.00	$0.00	$29.77
GOLDEN NAIL SPA INC	188 HIGHLANDS SQUARE DR		HENDERSONVILLE	NC	287925852	P	77917	Personal Prop.	2014	772	$267.17	$0.00	$0.00	$0.00	$267.17
PARDO, ERIKA PEREZ	390 KING CREEK BLVD		HENDERSONVILLE	NC	287924850	P	77939	Personal Prop.	2014	792	$18.81	$0.00	$0.00	$0.00	$18.81
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	77946	Personal Prop.	2014	799	$4,598.00	$0.00	$0.00	$0.00	$4,598.00
DANIELSON, JIMMY CHARLES	3872 OSPREY CIR	APT B	SAINT AUGUSTINE	FL	32086-5535	P	77960	Personal Prop.	2014	812	$12.31	$0.00	$0.00	$0.00	$12.31
SONVICK INC	2546 CHIMNEY ROCK RD		HENDERSONVILLE	NC	28792-9181	P	77992	Personal Prop.	2014	843	$512.80	$0.00	$0.00	$0.00	$512.80
YUSUF, AMANDA NEAL	PO BOX 235		FLAT ROCK	NC	28731	P	78001	Personal Prop.	2014	851	$7.74	$0.00	$0.00	$0.00	$7.74
ODIN CORP	PO BOX 1132		HENDERSONVILLE	NC	28793	P	78021	Personal Prop.	2014	869	$222.40	$0.00	$0.00	$0.00	$222.40
BUNCK, MELINDA	361 MERIN HEIGHTS		JACKSONVILLE	NC	28546	P	78034	Personal Prop.	2014	880	$191.29	$0.00	$0.00	$0.00	$191.29
JOINT SPECIALISTS OF WNC PA	1027 FLEMING STREET		HENDERSONVILLE	NC	28791-3573	P	78045	Personal Prop.	2014	890	$11.59	$0.00	$0.00	$0.00	$11.59
UPSTATE SMOKERS LLC	129 4TH AVE W		HENDERSONVILLE	NC	28792-4323	P	78066	Personal Prop.	2014	894	$79.40	$0.00	$0.00	$0.00	$79.40
MONTIEL, ANITA	610 BROOKLYN AVE TRL #2		HENDERSONVILLE	NC	28792	P	78087	Personal Prop.	2014	896	$7.48	$0.00	$0.00	$0.00	$7.48
J WARD GROUP INC	2315 ASHEVILLE HWY STE 45		HENDERSONVILLE	NC	28791-1561	P	78092	Personal Prop.	2014	901	$97.82	$0.00	$0.00	$0.00	$97.82
OSBORNE, JIM	654 MCCLURE RD		ANDERSON	SC	29626-5941	P	78116	Personal Prop.	2014	925	$13.64	$0.00	$0.00	$0.00	$13.64
STEVENS, ELIZABETH NICHOLE	104 LONG JOHN DR		HENDERSONVILLE	NC	28791-1333	P	78131	Personal Prop.	2014	940	$5.20	$0.00	$0.00	$0.00	$5.20
CEDARWOOD INN INC	1510 GREENVILLE HWY		HENDERSONVILLE	NC	28792-6337	P	78136	Personal Prop.	2014	945	$97.14	$0.00	$0.00	$0.00	$97.14
GE CAPITAL INFO TECH SOLUTIONS	PO BOX 3649		DANBURY	CT	06813-3649	P	78140	Personal Prop.	2014	948	$4.46	$0.00	$0.00	$0.00	$4.46

WILLIAMS, DAVID BLAKLEY	1009 3RD AVE W		HENDERSONVILLE	NC	28739-4803	P	78153	Personal Prop.	2014	961	$87.36	$0.00	$0.00	$0.00	$87.36
BURNS, MICHAEL JACOBY	920 HEBRON RD		HENDERSONVILLE	NC	28739-5134	P	78164	Personal Prop.	2014	971	$22.21	$0.00	$0.00	$0.00	$22.21
TIMEPAYMENT CORP LLC	10 COMMERCE WAY		WOBURN	MA	01801-1028	P	78199	Personal Prop.	2014	1002	$12.10	$0.00	$0.00	$0.00	$12.10
GE CAPITAL INFO TECH SOLUTIONS	PO BOX 3649		DANBURY	CT	06813-3649	P	78221	Personal Prop.	2014	1024	$4.57	$0.00	$0.00	$0.00	$4.57
JAMES, CELESTE TURVIN	638 SPARTANBURG HWY	SUITE 70	HENDERSONVILLE	NC	28792-5910	P	78235	Personal Prop.	2014	1038	$7.08	$0.00	$0.00	$0.00	$7.08
RODRIQUEZ, ISMAEL	8 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792	P	78277	Personal Prop.	2014	1080	$10.16	$0.00	$0.00	$0.00	$10.16
JACOBSEN, GEORGE	402 S CHURCH ST		HENDERSONVILLE	NC	28792-5212	P	78309	Personal Prop.	2014	1111	$4.60	$0.00	$0.00	$0.00	$4.60
RICO, ELVIA CHAVEZ	25 RICK BARFIELD DR		HENDERSONVILLE	NC	28792-7931	P	78315	Personal Prop.	2014	1116	$22.26	$0.00	$0.00	$0.00	$22.26
TIMEPAYMENT CORP LLC	16 NEW ENGLAND EXECUTIVE PARK	STE 200	WOBURN	MA	01801-1028	P	78321	Personal Prop.	2014	1121	$41.66	$0.00	$0.00	$0.00	$41.66
MARANATHA CORPORATION	81 BEAUMONT DR		HENDERSONVILLE	NC	28739	P	78327	Personal Prop.	2014	1126	$11.82	$0.00	$0.00	$0.00	$11.82
PARKHILL, PATRICK EARLE	526 EHRINGHAUS ST		HENDERSONVILLE	NC	28739-4118	P	78346	Personal Prop.	2014	1144	$92.37	$0.00	$0.00	$37.82	$54.55
RUFF, DOROTHY WILLIAMS	91 OTTER TAIL LN #18		HENDERSONVILLE	NC	28792	P	78353	Personal Prop.	2014	1151	$13.07	$0.00	$0.00	$0.00	$13.07
SANCHEZ, ANDRE TELLEZ	7 DOVETREE LN		HENDERSONVILLE	NC	28739-6549	P	78368	Personal Prop.	2014	1166	$30.98	$0.00	$0.00	$0.00	$30.98
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	78405	Personal Prop.	2014	1199	$89.76	$0.00	$0.00	$0.00	$89.76
HAMM, DARRELL W	321 S WASHINGTON ST		HENDERSONVILLE	NC	28739-5290	P	78440	Personal Prop.	2014	1232	$14.38	$0.00	$0.00	$0.00	$14.38
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVILLE	NC	28792-2725	P	78450	Personal Prop.	2014	1241	$14.67	$0.00	$0.00	$0.00	$14.67
GONZALEZ, MIGUEL A	PO BOX 903		FLAT ROCK	NC	28731-0903	P	78456	Personal Prop.	2014	1247	$5.81	$0.00	$0.00	$0.00	$5.81
CARRILLO, NICANOR	PO BOX 802		FLAT ROCK	NC	28731	P	78487	Personal Prop.	2014	1277	$7.04	$0.00	$0.00	$0.00	$7.04
CRUZ, MARCO	707 DUNCAN HILL RD		HENDERSONVLLE	NC	28792-2776	P	78492	Personal Prop.	2014	1282	$51.30	$0.00	$0.00	$45.27	$6.03
GONZALEZ, LOURDES	PO BOX 903		FLAT ROCK	NC	28731-0903	P	78497	Personal Prop.	2014	1287	$21.30	$0.00	$0.00	$0.00	$21.30
KP COFFEE	KENNY POWERS	175 PLANTATION DR	HENDERSONVILLE	NC	28792	P	78498	Personal Prop.	2014	1288	$177.39	$0.00	$0.00	$0.00	$177.39
SMOKEY MOUNTAIN FUNDING, INC	239 DAVIS ST		HENDERSONVILLE	NC	28739-5263	P	78499	Personal Prop.	2014	1289	$40.29	$0.00	$0.00	$0.00	$40.29
GROOMINGDALES PET SALON	403 KANUGA RD		HENDERSONVILLE	NC	28739-5223	P	78507	Personal Prop.	2014	1297	$59.53	$0.00	$0.00	$0.00	$59.53
OSHIELDS, CHRIS	29 DOLLIE LN		HENDERSONVILLE	NC	28739-6550	P	78519	Personal Prop.	2014	1309	$40.66	$0.00	$0.00	$0.00	$40.66
WADDELL, KENRIC A	63 IVY LN		HENDERSONVILLE	NC	28792-2565	P	78545	Personal Prop.	2014	1335	$26.72	$0.00	$6.07	$0.00	$20.65
WHITE, KIMBERLY	28 DOGWOOD PATH LN		HENDERSONVILLE	NC	28739	P	78595	Personal Prop.	2014	1382	$9.68	$0.00	$0.00	$0.00	$9.68
CARRASCO, MICHELLE	38 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792-6882	P	78668	Personal Prop.	2014	1448	$19.36	$0.00	$0.00	$0.00	$19.36
LEITNER COMPANY	PO BOX 2555		HENDERSONVILLE	NC	28793-2555	P	78682	Personal Prop.	2014	1462	$100.19	$0.00	$0.00	$96.68	$3.51
GARCIA, EMELIA	16 DIXIE TRAILS LN		HENDERSONVILLE	NC	28792-6882	P	78709	Personal Prop.	2014	1489	$7.74	$0.00	$0.00	$0.00	$7.74
TIMEPAYMENT CORP LLC	16 NEW ENGLAND EXECUTIVE PARK	STE 200	WOBURN	MA	01801-1028	P	78715	Personal Prop.	2014	1495	$12.51	$0.00	$0.00	$0.00	$12.51
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	P	78731	Personal Prop.	2014	1511	$23.72	$0.00	$0.00	$0.00	$23.72
CFV INC	449 N MAIN ST		HENDERSONVILLE	NC	28792-4903	P	78733	Personal Prop.	2014	1513	$304.53	$0.00	$0.00	$0.00	$304.53
TOYNE, DANIEL	98 MAPLE PATH LN		HENDERSONVILLE	NC	28739-7189	P	78765	Personal Prop.	2014	1545	$19.36	$0.00	$0.00	$0.00	$19.36
MONTOYA, JOSE	180 PRIVETTE RD SW		MARIETTA	GA	30008-4342	P	78785	Personal Prop.	2014	1562	$5.81	$0.00	$0.00	$0.00	$5.81
PORTER, MARTIN WYATT	90 DICKENS LN		HENDERSONVILLE	NC	28739-6557	P	78794	Personal Prop.	2014	1571	$15.49	$0.00	$0.00	$0.00	$15.49
STOUT, MICHAEL LAMAR	PO BOX 6306		HENDERSONVILLE	NC	28793-6306	P	78811	Personal Prop.	2014	1587	$17.45	$0.00	$0.00	$0.00	$17.45
LUBIAN, MARGARITO A	518 OAK HILL CT		HENDERSONVILLE	NC	28739-4146	P	78868	Personal Prop.	2014	1642	$43.08	$0.00	$0.00	$0.00	$43.08
FOUR SEASONS CHRISTMAS GARDEN DEC	127 FOXWOOD DR		HENDERSONVILLE	NC	28791-8504	P	78893	Personal Prop.	2014	1666	$11.26	$0.00	$0.00	$0.00	$11.26
RAMOS, ELIDEL	23 STACY B WAY		EAST FLAT ROCK	NC	28726	P	78914	Personal Prop.	2014	1685	$17.42	$0.00	$0.00	$0.00	$17.42
HOLBERTS HEATING & AIR COND.	PO BOX 2556		HENDERSONVILLE	NC	28793-2556	P	78918	Personal Prop.	2014	1689	$289.43	$0.00	$0.00	$0.00	$289.43
TEMPO MUSIC CENTER	244 N MAIN ST		HENDERSONVILLE	NC	28792-5069	P	78968	Personal Prop.	2014	1738	$269.64	$0.00	$0.00	$136.95	$132.69
CALLOWAY & ASSOCIATES LAW FIRM, PC	318 N MAIN ST STE 9		HENDERSONVILLE	NC	28792-4907	P	78993	Personal Prop.	2014	1763	$358.18	$0.00	$0.00	$0.00	$358.18
DREAMSWORK PROPERTIES LLC	2315 ASHEVILLE HWY STE 45		HENDERSONVILLE	NC	28791-1561	P	79019	Personal Prop.	2014	1789	$103.89	$0.00	$0.00	$0.00	$103.89
JONGO JAVA LLC	117 S MAIN STREET		HENDERSONVILLE	NC	28792-5083	P	79020	Personal Prop.	2014	1790	$193.47	$0.00	$0.00	$192.02	$1.45
WESTLAND GROUP INC.	205 WHITE OAK DR		HENDERSONVILLE	NC	28791	P	101965	Personal Prop.	2015	1986	$1,166.01	$0.00	$0.00	$0.00	$1,166.01
VAPE ON	2560 CHIMNEY ROCK RD		HENDERSONVILLE	NC	28792	P	102485	Personal Prop.	2015	1996	$32.20	$0.00	$0.00	$0.00	$32.20
DADDY D'S SUBER SOULFOOD	411 7TH AVE E		HENDERSONVILLE	NC	28792	P	102735	Personal Prop.	2015	2000	$693.35	$0.00	$659.43	$0.00	$33.92
LUX SALON, LLC	CHRISTINE CARVER	409 7TH AVE	HENDERSONVILLE	NC	28792-3707	P	103246	Personal Prop.	2015	1995	$287.57	$0.00	$210.39	$0.00	$77.18
PARLOUR 232	232 KANUGA ROAD		HENDERSONVILLE	NC	28739	P	103627	Personal Prop.	2015	1997	$117.10	$0.00	$0.00	$0.00	$117.10
RELEVE PERFORMING ARTS CENTER, LLC	JAMIE PEELER OSTEEN	2314 ASHEVILLE HWY	HENDERSONVILLE	NC	28791-1777	P	103943	Personal Prop.	2015	1994	$203.99	$0.00	$0.00	$0.00	$203.99
MARY'S BURRITOS	1971 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	103995	Personal Prop.	2015	2001	$523.54	$0.00	$452.91	$0.00	$70.63
JOEY'S NEW YORK BAGELS, INC.	1500 HAYWOOD RD		HENDERSONVILLE	NC	28791	P	103998	Personal Prop.	2015	1999	$1,796.06	$0.00	$109.84	$0.00	$1,686.22
THE DUGOUT SPORTS BAR & GRILL	430 N MAIN ST		HENDERSONVILLE	NC	28792	P	104173	Personal Prop.	2015	2002	$1,557.14	$0.00	$0.00	$0.00	$1,557.14
SOHO NAIL SPA	638 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104538	Personal Prop.	2015	1990	$256.28	$0.00	$0.00	$152.98	$103.30
PACO'S CUSTOM TILE & STONE, INC.	2560 CHIMNEY ROCK RD STE F		HENDERSONVILLE	NC	28792	P	104539	Personal Prop.	2015	1991	$241.58	$0.00	$0.00	$0.00	$241.58
CAROLINA STORAGE SOLUTIONS LLC	2327 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104549	Personal Prop.	2015	2003	$48.54	$0.00	$0.00	$0.00	$48.54
CANDO AUTO SALES	1516 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104551	Personal Prop.	2015	2004	$36.39	$0.00	$0.00	$0.00	$36.39
SOUTHERN CHICKS MARKET	1630 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104558	Personal Prop.	2015	2008	$105.50	$0.00	$0.00	$0.00	$105.50
WGLA ENGINEERING	724 5TH AVE W		HENDERSONVILLE	NC	28792	P	104566	Personal Prop.	2015	2011	$320.63	$47.58	$0.00	$0.00	$368.21
TONY'S AUTO REPAIR	114 STATON AVE		HENDERSONVILLE	NC	28792	P	104569	Personal Prop.	2015	2013	$478.94	$0.00	$0.00	$0.00	$478.94
BLUE RIDGE PHARMACY, INC.	ROBERT D. CLAYTON	600 CAROLINA VILLAGE RD STE Z	HENDERSONVILLE	NC	28792-2892	P	104591	Personal Prop.	2015	2016	$140.71	$0.00	$0.00	$0.00	$140.71
BLUE RIDGE RETIREMENT	ATTN: STEPHANIE BROWN	1000 W ALLEN ST	HENDERSONVILLE	NC	28792	P	104592	Personal Prop.	2015	2017	$428.01	$0.00	$0.00	$0.00	$428.01
OAK HAVEN APARTMENTS LIMITED PARTI	602 KANUGA RD		HENDERSONVILLE	NC	28739	P	104595	Personal Prop.	2015	2019	$270.33	$0.00	$0.00	$0.00	$270.33
CHILDREN'S WORLD CENTER, INC.	814 N OAK ST		HENDERSONVILLE	NC	28791	P	104598	Personal Prop.	2015	2020	$195.45	$0.00	$153.59	$0.00	$41.86
MICHAEL & MANETTE TREXLER DBA DOW	511 CRESTWOOD RD		HENDERSONVILLE	NC	28739	P	104601	Personal Prop.	2015	2023	$134.75	$0.00	$0.00	$0.00	$134.75
GATEWAY OCCUPATIONAL THERAPY, PLL	212 S HILLANDALE DR		EAST FLAT ROCK	NC	28726	P	104603	Personal Prop.	2015	2024	$72.65	$0.00	$0.00	$0.00	$72.65
HIGH CALIBER CUSTOM TATTOOS	2024 ASHEVILLE WHY	SUITE C	HENDERSONVILLE	NC	28791	P	104605	Personal Prop.	2015	2025	$14.34	$0.00	$0.00	$0.00	$14.34
SUPERIOR COMFORT SYSTEMS	1402 7TH AVE E		HENDERSONVILLE	NC	28792	P	104608	Personal Prop.	2015	2027	$371.60	$0.00	$0.00	$0.00	$371.60
STEPS TO HOPE ACADEMY, LLC	205 THOMPSON ST		HENDERSONVILLE	NC	28792	P	104609	Personal Prop.	2015	2028	$325.29	$0.00	$0.00	$0.00	$325.29
MATTRESS MAN	1900 FOUR SEASONS BLVD		HENDERSONVILLE	NC	28792	P	104615	Personal Prop.	2015	2032	$325.86	$0.00	$0.00	$0.00	$325.86
FREEBURG PIANOS	2314 ASHEVILLE HWY #D&E		HENDERSONVILLE	NC	28791	P	104618	Personal Prop.	2015	2034	$81.24	$0.00	$0.00	$0.00	$81.24
HEARTLAND HARPS AND MUSIC	713 RAY AVE.		HENDERSONVILLE	NC	28792	P	104621	Personal Prop.	2015	2036	$212.97	$0.00	$0.00	$0.00	$212.97
THE BAKER'S BOX	430 KANUGA RD		HENDERSONVILLE	NC	28739	P	104624	Personal Prop.	2015	2038	$66.70	$0.00	$0.00	$0.00	$66.70
VILLAGE GREEN ANTIQUE MALL	424 N MAIN ST		HENDERSONVILLE	NC	28792	P	104626	Personal Prop.	2015	2039	$9.34	$0.00	$0.00	$0.00	$9.34
ALL ABOUT GUTTERS, INC	96 GRIST MILL DR		HENDERSONVILLE	NC	28739	P	104628	Personal Prop.	2015	2040	$63.81	$0.00	$0.00	$0.00	$63.81
SHARA'S CAKES	25 S SUNBERRY TRL		FLETCHER	NC	28732	P	104629	Personal Prop.	2015	2041	$65.46	$0.00	$60.78	$0.00	$4.68
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	94082	Personal Prop.	2015	23	$14.27	$0.00	$0.00	$0.00	$14.27
NEEL, BRIAN & NEEL, JAMIE	255 RAINBOW TER		BLACK MOUNTAIN	NC	28711	P	94084	Personal Prop.	2015	25	$307.14	$0.00	$0.00	$0.00	$307.14
CLARK, ERIC M	63 UNDERHILL RD		HENDERSONVLLE,	NC	28792-5876	P	94159	Personal Prop.	2015	95	$26.36	$0.00	$0.00	$0.00	$26.36
SMOKEY MOUNTAIN FUNDING, INC	239 DAVIS ST		HENDERSONVLLE	NC	28739-5263	P	94160	Personal Prop.	2015	96	$101.35	$0.00	$0.00	$0.00	$101.35

PARSON INSURANCE AGENCY INC	300 BENJAMIN WAY		HENDERSONVILLE	NC	28792	P	94218	Personal Prop.	2015	149	$16.02	$0.00	$0.00	$0.00	$16.02
WILSON FUNERAL DIRECTORS	PO BOX 1383		HENDERSONVILLE	NC	28793-1383	P	94219	Personal Prop.	2015	150	$4,807.00	$0.00	$0.00	$0.00	$4,807.00
MARTINEZ, ANDY	615 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6868	P	94231	Personal Prop.	2015	160	$11.13	$0.00	$0.00	$0.00	$11.13
BETANCOURT, RICARDO	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	94237	Personal Prop.	2015	166	$19.73	$0.00	$0.00	$0.00	$19.73
HERRERA, ERNESTO	BRICE TYTE	PO BOX 235	FLAT ROCK	NC	28731	P	94250	Personal Prop.	2015	178	$13.66	$0.00	$0.00	$0.00	$13.66
MONTIEL, ANITA	610 BROOKLYN AVE TRL #2		HENDERSONVILLE	NC	28792	P	94298	Personal Prop.	2015	225	$8.60	$0.00	$0.00	$0.00	$8.60
SCHULZE, LEATHA	2015	ASHEVILLE HWY	HENDERSONVILLE	NC	28791	P	94354	Personal Prop.	2015	266	$200.12	$0.00	$0.00	$0.00	$200.12
GONZALES, FELIPE PANCHERO	610 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6881	P	94355	Personal Prop.	2015	267	$12.14	$0.00	$0.00	$0.00	$12.14
OSORNIO-REYES, ARTURO	610 BROOKLYN AVE	LOT 1	HENDERSONVILLE	NC	28792	P	94361	Personal Prop.	2015	273	$7.08	$0.00	$0.00	$0.00	$7.08
CANTRELL, STANLEY EDWARD	44 LITTLE PINE WAY		PROSPERITY	SC	29127-9697	P	94364	Personal Prop.	2015	276	$16.17	$0.00	$0.00	$0.00	$16.17
CAHUANCI, CATALINA MERINO	904 GREENVILLE HWY TRLR 10		HENDERSONVLLE	NC	28792-5731	P	94415	Personal Prop.	2015	325	$23.28	$0.00	$0.00	$0.00	$23.28
HARRIMAN, JAMIE SUEANNE	PO BOX 110		HORSE SHOE	NC	287420110	P	94435	Personal Prop.	2015	344	$15.18	$0.00	$0.00	$0.00	$15.18
YANOVOK, JEREMY ALAN	PO BOX 6553		HENDERSONVILLE	NC	28793	P	94466	Personal Prop.	2015	371	$8.33	$0.00	$0.00	$0.00	$8.33
OUTAR, DAVID	332 W3AVERVILE RD		ASHEVILLE	NC	28804	P	94467	Personal Prop.	2015	372	$105.43	$0.00	$0.00	$0.00	$105.43
GONZALEZ, MIGUEL A	PO BOX 903		FLAT ROCK	NC	28731-0903	P	94481	Personal Prop.	2015	385	$6.07	$0.00	$0.00	$0.00	$6.07
ISRAEL, THOMAS MICHAEL	405 AUSTIN DR		SENECA	SC	29678-1865	P	94514	Personal Prop.	2015	416	$60.74	$0.00	$0.00	$0.00	$60.74
JARVIS, CHRISTOPHER JAMES	826 DALE ST		HENDERSONVILLE	NC	287395102	P	94517	Personal Prop.	2015	419	$42.96	$0.00	$0.00	$0.00	$42.96
BOWDREN, MAUREEN	CURVES		HENDERSONVLLE	NC	28792-5760	P	94520	Personal Prop.	2015	422	$31.44	$0.00	$0.00	$0.00	$31.44
STAAB, JOSEPH HENRY	44 G EASTBURY DRY		HENDERSONVILLE	NC	28792	P	94535	Personal Prop.	2015	436	$23.00	$0.00	$0.00	$0.00	$23.00
WOODWARD & RICK PHOTOGRAPHY INC	433 N MAIN ST SUITE #5		HENDERSONVLLE	NC	8792-	P	94574	Personal Prop.	2015	475	$200.12	$0.00	$0.00	$0.00	$200.12
LEITNER COMPANY	PO BOX 2555		HENDERSONVLLE	NC	28793-2555	P	94594	Personal Prop.	2015	495	$105.38	$0.00	$0.00	$0.00	$105.38
SONVICK INC	2546 CHIMNEY ROCK RD		HENDERSONVLLE	NC	28792-9181	P	94603	Personal Prop.	2015	503	$589.72	$0.00	$0.00	$0.00	$589.72
ZAPOT, MARCOL	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	94647	Personal Prop.	2015	543	$8.10	$0.00	$0.00	$0.00	$8.10
J WARD GROUP INC	2315 ASHEVILLE HWY STE 45		HENDERSONVLLE	NC	28791-1561	P	94650	Personal Prop.	2015	546	$114.51	$0.00	$0.00	$0.00	$114.51
GONZALES, HUGO MANUEL	610 BROOKLYN AVE 15B		HENDERSONVLLE	NC	8792-	P	94653	Personal Prop.	2015	548	$10.12	$0.00	$0.00	$0.00	$10.12
KELLER WILLIAMS REALTY MOUNTAIN PAI	GERALD GUHL	404 S MAIN ST STE A	HENDERSONVLLE	NC	28792-5399	P	94656	Personal Prop.	2015	551	$136.18	$0.00	$0.00	$134.14	$2.04
BLUE RIDGE EYE CARE	DR. CRAIG POOLE	176 FOUR SEASONS MALL	HENDERSONVLLE	NC	28792-2878	P	94662	Personal Prop.	2015	556	$491.70	$0.00	$0.00	$0.00	$491.70
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	94665	Personal Prop.	2015	558	$103.22	$0.00	$0.00	$0.00	$103.22
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	P	94690	Personal Prop.	2015	582	$24.79	$0.00	$0.00	$0.00	$24.79
RICO, ELVIA CHAVEZ	25 RICK BARFIELD DR		HENDERSONVLLE	NC	28792-7931	P	94693	Personal Prop.	2015	585	$23.28	$0.00	$0.00	$0.00	$23.28
BISHOP, AUDREY G	946 MOUNTAIN VIEW CHURCH RD R		ZIRCONIA	NC	28790	P	94706	Personal Prop.	2015	598	$396.96	$0.00	$0.00	$0.00	$396.96
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	94720	Personal Prop.	2015	612	$13.16	$0.00	$0.00	$0.00	$13.16
RJC LLC*	2150 PORTOLA AVE #D195		LIVERMORE C	CA	94551-1784	P	94738	Personal Prop.	2015	628	$715.29	$0.00	$0.00	$709.93	$5.36
ARITA, MARIATELA	1954 CAMBRIDGE DR		HENDERSONVLLE	NC	28792-6606	P	94754	Personal Prop.	2015	644	$30.36	$0.00	$0.00	$0.00	$30.36
RICHEY, EVA	1928 BREVARD RD		HENDERSONVLLE	NC	28791-3126	P	94778	Personal Prop.	2015	667	$16.08	$0.00	$0.00	$0.00	$16.08
WHITE, KIMBERLY	28 DOGWOOD PATH LN		HENDERSONVILLE	NC	28739	P	94797	Personal Prop.	2015	686	$10.12	$0.00	$0.00	$0.00	$10.12
ZABALETA, MIGUEL ANGEL	32 CHANDLER LN		HENDERSONVILLE	NC	28792-4550	P	94799	Personal Prop.	2015	688	$91.08	$0.00	$0.00	$0.00	$91.08
RANDOLPH C ROMEO-ATTORNEY	136 S KING ST		HENDERSONVLLE	NC	28792-5087	P	94808	Personal Prop.	2015	697	$114.86	$0.00	$0.00	$0.00	$114.86
EXECUTIVE AUTO DETAILING	507 7TH AVE E		HENDERSONVILLE	NC	28792	P	94838	Personal Prop.	2015	722	$100.81	$0.00	$0.00	$0.00	$100.81
CRUZ, PAULA	707 DUNCAN HILL RD #10		HENDERSONVILLE	NC	28792	P	94856	Personal Prop.	2015	738	$10.63	$0.00	$0.00	$0.00	$10.63
WILLIAMS, KIMBERLY R	FRIENDS SALON		HENDERSONVLLE	NC	28791-2338	P	94863	Personal Prop.	2015	745	$21.82	$0.00	$0.00	$0.00	$21.82
DAVIS, SHERRIE REYNOLDS	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	P	94906	Personal Prop.	2015	784	$33.40	$0.00	$0.00	$0.00	$33.40
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	94970	Personal Prop.	2015	842	$20.75	$0.00	$0.00	$0.00	$20.75
CALVILLO, ABEL	78 SPURGEON GILBERT RD		HENDERSONVLLE	NC	28792-6786	P	94975	Personal Prop.	2015	847	$7.08	$0.00	$0.00	$0.00	$7.08
MARTINEZ, JOSE	707 DUNCAN HILL RD #6		HENDERSONVILLE	NC	28792-2776	P	95000	Personal Prop.	2015	871	$25.30	$0.00	$0.00	$0.00	$25.30
WORKMAN, TELISHA LOREE	PO BOX 351		EAST FLAT ROCK	NC	28726-0351	P	95019	Personal Prop.	2015	889	$158.46	$0.00	$0.00	$0.00	$158.46
GONZALEZ, LOURDES	PO BOX 903		FLAT ROCK	NC	28731-0903	P	95033	Personal Prop.	2015	902	$22.26	$0.00	$0.00	$0.00	$22.26
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	95038	Personal Prop.	2015	907	$11.13	$0.00	$0.00	$0.00	$11.13
GROOMINGDALES PET SALON	ATTN: TERRI HENKLE		HENDERSONVLLE	NC	28739-5223	P	95039	Personal Prop.	2015	908	$74.69	$0.00	$0.00	$0.00	$74.69
YUSUF, AMANDA NEAL	PO BOX 905		DANA	NC	287240905	P	95072	Personal Prop.	2015	941	$8.10	$0.00	$0.00	$0.00	$8.10
STMC INC	MERLE NORMAN COSMETIC STUDIO		HENDERSONVLLE	NC	28792-2891	P	95148	Personal Prop.	2015	1013	$82.57	$0.00	$0.00	$0.00	$82.57
CAROLINA SEAFOOD INC. - TN	LONG JOHN SILVER'S	ATTN: MIKE KERN	GAFFNEY S	SC	29342-1060	P	95166	Personal Prop.	2015	1029	$446.58	$0.00	$0.00	$443.23	$3.35
TIRE COUNTRY OF HVILLE INC	432 KANUGA RD		HENDERSONVILLE	NC	28739-5224	P	95177	Personal Prop.	2015	1040	$372.01	$0.00	$0.00	$0.00	$372.01
EL PASO MEXICAN RESTAURANT	619 GREENVILLE HWY		HENDERSONVILLE	NC	28739	P	95184	Personal Prop.	2015	1047	$547.30	$0.00	$0.00	$530.89	$16.41
PROFESSIONAL FIREPLACE INSTALLERS	PO BOX 254		E FLAT ROCK	NC	28726-0254	P	95190	Personal Prop.	2015	1051	$90.88	$0.00	$0.00	$0.00	$90.88
RAMIREZ, CLAUDIA ISBETH TAMAYO	42 DOVETREE LN		HENDERSONVILLE	NC	28739	P	95195	Personal Prop.	2015	1056	$16.19	$0.00	$0.00	$0.00	$16.19
ALARCON, HECTOR	C/O TECATE MEXICAN GRILL	888 SPARTANBURG HWY	HENDERSONVLLE	NC	28792-5768	P	95208	Personal Prop.	2015	1068	$920.67	$0.00	$0.00	$0.00	$920.67
STUTTGART MOTORWERKS, INC	798 S GROVE ST		HENDERSONVLLE	NC	28792-5396	P	95227	Personal Prop.	2015	1085	$252.14	$0.00	$0.00	$0.00	$252.14
STEVENS, ELIZABETH NICHOLE	2744 FAUDREE RD	APT 11201	ODESSA	TX	79765-8535	P	95233	Personal Prop.	2015	1091	$5.19	$0.00	$0.00	$0.00	$5.19
PORTER, MARTIN WYATT	90 DICKENS LN		HENDERSONVLLE	NC	28739-6557	P	95245	Personal Prop.	2015	1102	$16.19	$0.00	$0.00	$0.00	$16.19
MOUNTAIN CAMPER SALES	210 SUGARLOAF RD		HENDERSONVLLE	NC	28792-9386	P	95266	Personal Prop.	2015	1121	$374.44	$0.00	$0.00	$0.00	$374.44
CAROLINA MOUNTAIN INTERNAL MEDICI	ATTN: ERIC BYRD		HENDERSONVLLE	NC	28739-4168	P	95272	Personal Prop.	2015	1127	$80.14	$0.00	$0.00	$75.93	$4.21
RAMOS, ELIDEL	23 STACY B WAY		EAST FLAT ROCK	NC	28726	P	95286	Personal Prop.	2015	1140	$18.22	$0.00	$0.00	$0.00	$18.22
CARRASCO, MICHELLE	38 DIXIE TRAILS LN		HENDERSONVLLE	NC	28792-6882	P	95299	Personal Prop.	2015	1152	$20.24	$0.00	$0.00	$0.00	$20.24
HALIFAX MEDIA GROUP LLC	HENDERSONVILLE NEWSPAPER CO	111 CENTER ST., STE 2020	LITTLE ROCK	AR	72201-4434	P	95322	Personal Prop.	2015	1170	$1,238.85	$0.00	$0.00	$1,214.08	$24.77
SITTON, THOMAS L	124 DANA RD		HENDERSONVILLE	NC	28792	P	95342	Personal Prop.	2015	1188	$19.54	$0.00	$0.00	$0.00	$19.54
ELITE REPEAT BOUTIQUE INC	ATTN: TIFFANY ERVIN		HENDERSONVLLE	NC	28792-2878	P	95347	Personal Prop.	2015	1192	$16.58	$0.00	$0.00	$0.00	$16.58
UPSTATE SMOKERS LLC	129 4TH AVE W		HENDERSONVLLE	NC	28792-4323	P	95367	Personal Prop.	2015	1211	$89.71	$0.00	$0.00	$0.00	$89.71
OBSIDIAN COLLECTIVE LLC	PO BOX 179		HENDERSONVILLE	NC	28793	P	95385	Personal Prop.	2015	1227	$39.05	$0.00	$0.00	$0.00	$39.05
BROOKS, PHIL	1906 ARLINGTON PL		HENDERSONVILLE	NC	28791	P	95387	Personal Prop.	2015	1229	$203.92	$0.00	$0.00	$199.34	$4.58
KIBBE, BRADLEY	47 CHESTNUT PATH LN		HENDERSONVILLE	NC	28739	P	95420	Personal Prop.	2015	1262	$50.09	$0.00	$0.00	$45.54	$4.55
MAHLE, GERALD	1517 ORLEANS AVE		HENDERSONVLLE	NC	28791	P	95436	Personal Prop.	2015	1276	$541.46	$0.00	$0.00	$0.00	$541.46
RODRIQUEZ, ISMAEL	610 BROOKLYN AVE LOT 8		HENDERSONVILLE	NC	28792	P	95448	Personal Prop.	2015	1286	$10.63	$0.00	$0.00	$0.00	$10.63
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE F	FL	34143-0089	P	95544	Personal Prop.	2015	1377	$65.78	$0.00	$0.00	$0.00	$65.78
SISTER & ME INC	506 FENWICK CT		HENDERSONVLLE	NC	28739-6834	P	95558	Personal Prop.	2015	1391	$71.80	$0.00	$0.00	$0.00	$71.80
BLOOMFIELD, ANDREW J	520 COURTWOOD LN		HENDERSONVILLE	NC	28739	P	95561	Personal Prop.	2015	1393	$6.13	$0.00	$0.00	$0.00	$6.13
WILLOW SPRINGS ASSISTED LIVING 2 INC.	1310 HEBRON STREET		HENDERSONVILLE	NC	28739-5181	P	95601	Personal Prop.	2015	1432	$191.77	$0.00	$0.00	$0.00	$191.77
DREAMSWORK PROPERTIES LLC	2315 ASHEVILLE HWY STE 45		HENDERSONVLLE	NC	28791-1561	P	95620	Personal Prop.	2015	1447	$131.56	$0.00	$0.00	$0.00	$131.56
JONGO JAVA LLC	117 S MAIN STREET	HENDERSONVILLE	HENDERSONVLLE	NC	28792-5083	P	95624	Personal Prop.	2015	1451	$297.93	$0.00	$0.00	$0.00	$297.93
CFV INC	449 N MAIN ST		HENDERSONVLLE	NC	28792-4903	P	95649	Personal Prop.	2015	1467	$406.16	$0.00	$0.00	$0.00	$406.16

DENNY, DIANNE MARYLYN	400 GREEN VALLEY RD		LEICESTER	NC	28749-9486	P	95657	Personal Prop.	2015	1475	$25.30	$0.00	$0.00	$0.00	$25.30
SIMPSON, DAVID	26 CHRISTIAN LN		HENDERSONVLLE	NC	28792-9013	P	95660	Personal Prop.	2015	1478	$23.28	$0.00	$0.00	$0.00	$23.28
FLEX 4 FITNESS	CHRIS BROWN	1570 FOUR SEASONS BLVD	HENDERSONVILLE	NC	28792	P	95695	Personal Prop.	2015	1512	$387.60	$0.00	$0.00	$0.00	$387.60
SANCHEZ, ANDRE TELLEZ	7 DOVETREE LN		HENDERSONVLLE	NC	28739-6549	P	95697	Personal Prop.	2015	1514	$32.38	$0.00	$0.00	$0.00	$32.38
LEON, JOSE GUADALUPE PEREZ	PO BOX 624		E FLAT ROCK	NC	28726-0624	P	95714	Personal Prop.	2015	1530	$30.87	$0.00	$0.00	$0.00	$30.87
J E F ENTERPRISES LLC*	1025 BREVARD RD	STE 7	ASHEVILLE	NC	28806	P	95722	Personal Prop.	2015	1534	$887.93	$0.00	$0.00	$867.95	$19.98
MAJ, ANTHONY	114 STATON AVENUE		HENDERSONVLLE	NC	28792-2751	P	95775	Personal Prop.	2015	1580	$130.04	$0.00	$0.00	$0.00	$130.04
RUFF, DOROTHY WILLIAMS	91 OTTER TAIL LN #18		HENDERSONVILLE	NC	28792	P	95796	Personal Prop.	2015	1599	$13.66	$0.00	$0.00	$0.00	$13.66
GOLDEN NAIL SPA INC	188 HIGHLANDS SQUARE DR		HENDERSONVLLE	NC	287925852	P	95805	Personal Prop.	2015	1608	$307.14	$0.00	$0.00	$0.00	$307.14
DANIELSON, JIMMY CHARLES	3872 OSPREY CIR	APT B	SAINT AUGUSTINE	FL	32086-5535	P	95812	Personal Prop.	2015	1614	$15.94	$0.00	$12.19	$0.00	$3.75
PALACIOUS, GREGORIO	707 DUNCAN HILL RD TRLR 8		HENDERSONVLLE	NC	28792-2725	P	95818	Personal Prop.	2015	1620	$8.10	$0.00	$0.00	$0.00	$8.10
MCWHORTER, RICKEY	212 SPRING ST		HENDERSONVILLE	NC	28739	P	95856	Personal Prop.	2015	1654	$22.83	$0.00	$0.00	$0.00	$22.83
VIP INVESTMENTS INC	VINCENT VIOLI	VINCENT VIOLI	HENDERSONVLLE	NC	28791-1426	P	95858	Personal Prop.	2015	1656	$204.02	$0.00	$0.00	$0.00	$204.02
SOUTHEAST JACK INC*	3620 PELHAM ROAD	PMB #318	GREENVILLE S	SC	29615-5044	P	95870	Personal Prop.	2015	1664	$798.92	$0.00	$0.00	$740.99	$57.93
WADDELL, KENRIC A	63 IVY LN		HENDERSONVLLE	NC	28792-2565	P	95921	Personal Prop.	2015	1707	$26.48	$0.00	$5.98	$0.00	$20.50
MATTRESS FIRM INC #3824	147 HIGHLANDS SQ		HENDERSONVILLE	NC	28792-5852	P	95943	Personal Prop.	2015	1729	$177.39	$0.00	$0.00	$176.06	$1.33
JAX LLC	DONNA HOLDRETH	2530 CHIMNEY ROCK RD	HENDERSONVLLE	NC	28792-9181	P	95993	Personal Prop.	2015	1776	$1,687.69	$0.00	$0.00	$0.00	$1,687.69
PARKHILL, PATRICK EARLE	526 EHRINGHAUS ST		HENDERSONVLLE	NC	28739-4118	P	96013	Personal Prop.	2015	1795	$89.06	$0.00	$0.00	$0.00	$89.06
CARDINAL CARE INC	1400 CENTREPARK BLVD STE 810		W PALM BEACH	FL	33401	P	96015	Personal Prop.	2015	1797	$1,334.91	$0.00	$0.00	$0.00	$1,334.91
NEILL, SAMUEL D	60 CALEDONIA RD APT 113		ASHEVILLE	NC	28803-0906	P	96022	Personal Prop.	2015	1803	$16.64	$0.00	$0.00	$0.00	$16.64
CARTER, JOSHUE STEVEN	4703 WOOD DUCK WAY		HENDERSONVILLE	NC	28792	P	96032	Personal Prop.	2015	1813	$6.20	$0.00	$0.00	$0.00	$6.20
PAPA JOHNS PIZZA	355 WOODRUFF RD STE 406		GREENVILLE	SC	29607-3481	P	96055	Personal Prop.	2015	1835	$653.79	$0.00	$0.00	$639.09	$14.70
TJ ENTERPRISE GROUP LLC	1317 GILLIAM ROAD, UNIT 4		HENDERSONVILLE	NC	28792	P	96069	Personal Prop.	2015	1849	$34.61	$0.00	$0.00	$0.00	$34.61
MARTIN, PETE	D/B/A STUTTGART MOTORWERKS	798 S GROVE STREET	HENDERSONVILLE	NC	28792-5396	P	96071	Personal Prop.	2015	1851	$27.83	$0.00	$0.00	$0.00	$27.83
BURRELL, KIM	POP'S DINER	800 N MAIN ST	HENDERSONVILLE	NC	28792-5050	P	96102	Personal Prop.	2015	1882	$533.20	$0.00	$0.00	$0.00	$533.20
MOUNTAIN HOME EXCAVATION	312 BROOKLYN AVE		HENDERSONVLLE	NC	28792-6307	P	96111	Personal Prop.	2015	1889	$402.78	$0.00	$0.00	$0.00	$402.78
HERITAGE HALL SCHOOL	802 A S GROVE STREET		HENDERSONVLLE	NC	28792-5398	P	96118	Personal Prop.	2015	1896	$386.58	$0.00	$0.00	$0.00	$386.58
KILOWATT ELECTRIC LLC	1313 OLD FORT RD		FAIRVIEW	NC	28730-7615	P	96127	Personal Prop.	2015	1904	$80.96	$0.00	$0.00	$0.00	$80.96
PARDO, ERIKA PEREZ	390 KING CREEK BLVD		HENDERSONVILLE	NC	287924850	P	96133	Personal Prop.	2015	1910	$20.55	$0.00	$0.00	$0.00	$20.55
CALLOWAY & ASSOCIATES LAW FIRM, PC	318 N MAIN ST STE 9		HENDERSONVLLE	NC	28792-4907	P	96138	Personal Prop.	2015	1915	$554.34	$0.00	$0.00	$0.00	$554.34
LAND OF THE SKY PAINTING	1115 WILLOW RD		HENDERSONVLLE	NC	28739-5643	P	96141	Personal Prop.	2015	1918	$10.37	$0.00	$0.00	$0.00	$10.37
UNITED PARCEL SERVICE(MOTOR FREIGH	ATTN: PERSONAL PROPERTY TAX DEPT	636 E SANDY LAKE RD	COPPELL	TX	75019	P	96213	Personal Prop.	2015	1976	$2,158.39	$0.00	$0.00	$0.00	$2,158.39
KUEBLER, DAVID	DAVE ALLEN PHOTOGRAPHY	200 INDIAN WOODS TRAIL	HENDERSONVLLE	NC	28739-9498	P	96215	Personal Prop.	2015	1978	$155.48	$0.00	$0.00	$0.00	$155.48
CIGARETTE DEPOT INC	671 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	98390	Personal Prop.	2015	1985	$98.28	$0.00	$0.00	$0.00	$98.28
WESTLAND GROUP INC.	205 WHITE OAK DR		HENDERSONVILLE	NC	28791	P	101965	Personal Prop.	2016	1000010	$1,076.32	$0.00	$0.00	$0.00	$1,076.32
VAPE ON	2560 CHIMNEY ROCK RD		HENDERSONVILLE	NC	28792	P	102485	Personal Prop.	2016	1000020	$29.90	$0.00	$0.00	$0.00	$29.90
DADDY D'S SUBER SOULFOOD	411 7TH AVE E		HENDERSONVILLE	NC	28792	P	102735	Personal Prop.	2016	1000024	$643.82	$0.00	$612.76	$0.00	$31.06
LUX SALON, LLC	CHRISTINE CARVER	409 7TH AVE	HENDERSONVILLE	NC	28792-3707	P	103246	Personal Prop.	2016	1000019	$267.03	$0.00	$206.04	$0.00	$60.99
PARLOUR 232	232 KANUGA ROAD		HENDERSONVILLE	NC	28739	P	103627	Personal Prop.	2016	1000021	$108.73	$0.00	$0.00	$0.00	$108.73
BURGERWORX	638 SPARTANBURG HWY, STE 10		HENDERSONVILLE	NC	28792	P	103662	Personal Prop.	2016	1000027	$869.25	$0.00	$0.00	$0.00	$869.25
DETOURS	520 OLD HWY 64		ETOWAH	NC	28729	P	103799	Personal Prop.	2016	1000011	$458.19	$0.00	$0.00	$0.00	$458.19
RELEVE PERFORMING ARTS CENTER, LLC	JAMIE PEELER OSTEEN	2314 ASHEVILLE HWY	HENDERSONVILLE	NC	28791-1777	P	103943	Personal Prop.	2016	1000018	$189.42	$0.00	$0.00	$0.00	$189.42
MARY'S BURRITOS	1971 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	103995	Personal Prop.	2016	1000025	$486.15	$0.00	$428.29	$0.00	$57.86
JOEY'S NEW YORK BAGELS, INC.	1500 HAYWOOD RD		HENDERSONVILLE	NC	28791	P	103998	Personal Prop.	2016	1000023	$1,728.19	$0.00	$163.33	$0.00	$1,564.86
THE DUGOUT SPORTS BAR & GRILL	430 N MAIN ST		HENDERSONVILLE	NC	28792	P	104173	Personal Prop.	2016	1000026	$1,445.92	$0.00	$0.00	$0.00	$1,445.92
SOHO NAIL SPA	638 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104538	Personal Prop.	2016	1000014	$217.87	$0.00	$0.00	$0.00	$217.87
PACO'S CUSTOM TILE & STONE, INC.	2560 CHIMNEY ROCK RD STE F		HENDERSONVILLE	NC	28792	P	104539	Personal Prop.	2016	1000015	$224.33	$0.00	$0.00	$0.00	$224.33
BUILDINGS R US	2022 SPARTANBURG HWY		EAST FLAT ROCK	NC	28726	P	104548	Personal Prop.	2016	1000028	$3.74	$0.00	$0.00	$2.99	$0.75
CAROLINA STORAGE SOLUTIONS LLC	2327 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104549	Personal Prop.	2016	1000029	$41.20	$0.00	$0.00	$0.00	$41.20
CANDO AUTO SALES	1516 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104551	Personal Prop.	2016	1000030	$33.79	$0.00	$0.00	$0.00	$33.79
SOUTHERN CHICKS MARKET	1630 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104558	Personal Prop.	2016	1000034	$97.97	$0.00	$0.00	$0.00	$97.97
DANCE ETC	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	104562	Personal Prop.	2016	1000035	$121.28	$0.00	$0.00	$0.00	$121.28
WGLA ENGINEERING	724 5TH AVE W		HENDERSONVILLE	NC	28792	P	104566	Personal Prop.	2016	1000039	$341.91	$107.75	$0.00	$0.00	$449.66
TONY'S AUTO REPAIR	114 STATON AVE		HENDERSONVILLE	NC	28792	P	104569	Personal Prop.	2016	1000041	$444.73	$0.00	$0.00	$0.00	$444.73
MIMI'S MOUNTAIN MIXES	120 CHADWICK AVE	STE 17	HENDERSONVILLE	NC	28792	P	104572	Personal Prop.	2016	1000043	$4.00	$0.00	$0.00	$0.00	$4.00
BLUE RIDGE PHARMACY, INC.	ROBERT D. CLAYTON	600 CAROLINA VILLAGE RD STE Z	HENDERSONVILLE	NC	28792-2892	P	104591	Personal Prop.	2016	1000045	$130.66	$0.00	$0.00	$0.00	$130.66
BLUE RIDGE RETIREMENT	ATTN: STEPHANIE BROWN	1000 W ALLEN ST	HENDERSONVILLE	NC	28792	P	104592	Personal Prop.	2016	1000046	$397.44	$0.00	$0.00	$0.00	$397.44
MOUNTAIN APPLIANCES	223 DUNCAN HILL RD		HENDERSONVILLE	NC	28792	P	104594	Personal Prop.	2016	1000048	$152.49	$0.00	$0.00	$0.00	$152.49
OAK HAVEN APARTMENTS LIMITED PARTI	602 KANUGA RD		HENDERSONVILLE	NC	28739	P	104595	Personal Prop.	2016	1000049	$251.02	$0.00	$0.00	$0.00	$251.02
CHILDREN'S WORLD CENTER, INC.	814 N OAK ST		HENDERSONVILLE	NC	28791	P	104598	Personal Prop.	2016	1000051	$181.49	$0.00	$134.37	$0.00	$47.12
MICHAEL & MANETTE TREXLER DBA DOW	511 CRESTWOOD RD		HENDERSONVILLE	NC	28739	P	104601	Personal Prop.	2016	1000054	$122.67	$0.00	$0.00	$0.00	$122.67
HIGH CALIBER CUSTOM TATTOOS	2024 ASHEVILLE WHY	SUITE C	HENDERSONVILLE	NC	28791	P	104605	Personal Prop.	2016	1000055	$11.95	$0.00	$0.00	$0.00	$11.95
SUPERIOR COMFORT SYSTEMS	1402 7TH AVE E		HENDERSONVILLE	NC	28792	P	104608	Personal Prop.	2016	1000057	$345.06	$0.00	$0.00	$0.00	$345.06
STEPS TO HOPE ACADEMY, LLC	205 THOMPSON ST		HENDERSONVILLE	NC	28792	P	104609	Personal Prop.	2016	1000058	$302.06	$0.00	$0.00	$0.00	$302.06
MATTRESS MAN	1900 FOUR SEASONS BLVD		HENDERSONVILLE	NC	28792	P	104615	Personal Prop.	2016	1000062	$302.59	$0.00	$0.00	$0.00	$302.59
FREEBURG PIANOS	2314 ASHEVILLE HWY #D&E		HENDERSONVILLE	NC	28791	P	104618	Personal Prop.	2016	1000065	$75.44	$0.00	$0.00	$0.00	$75.44
MITTEN VAPORS	2024 ASHEVILLE HWY	SUITE F	HENDERSONVILLE	NC	28791	P	104619	Personal Prop.	2016	1000066	$29.90	$0.00	$0.00	$0.00	$29.90
HEARTLAND HARPS AND MUSIC	713 RAY AVE.		HENDERSONVILLE	NC	28792	P	104621	Personal Prop.	2016	1000068	$197.76	$0.00	$0.00	$0.00	$197.76
THE BAKER'S BOX	430 KANUGA RD		HENDERSONVILLE	NC	28739	P	104624	Personal Prop.	2016	1000070	$61.93	$0.00	$0.00	$0.00	$61.93
VILLAGE GREEN ANTIQUE MALL	424 N MAIN ST		HENDERSONVILLE	NC	28792	P	104626	Personal Prop.	2016	1000072	$8.37	$0.00	$0.00	$0.00	$8.37
COLLINS AUTO SALES & DETAIL	544 S GROVE ST		HENDERSONVILLE	NC	28792	P	104627	Personal Prop.	2016	1000073	$125.91	$0.00	$0.00	$0.00	$125.91
ALL ABOUT GUTTERS, INC	96 GRIST MILL DR		HENDERSONVILLE	NC	28739	P	104628	Personal Prop.	2016	1000074	$59.25	$0.00	$0.00	$0.00	$59.25
SHARA'S CAKES	25 S SUNBERRY TRL		FLETCHER	NC	28732	P	104629	Personal Prop.	2016	1000075	$60.79	$0.00	$56.81	$0.00	$3.98
MEZZULANA PIZZA COMPANY	226 N MAIN STREET		HENDERSONVLLE	NC	28792-5069	P	96222	Personal Prop.	2016	6	$478.71	$0.00	$0.00	$475.13	$3.58
CFV INC	449 N MAIN ST		HENDERSONVLLE	NC	28792-4903	P	96232	Personal Prop.	2016	16	$487.58	$0.00	$0.00	$0.00	$487.58
KILPATRICK AND SONS UPHOLSTERY	360 7TH AVE E		HENDERSONVLLE	NC	28792-3706	P	96236	Personal Prop.	2016	20	$2.18	$0.00	$0.00	$0.00	$2.18
EVERGREEN MEDICAL SERVICE	824 LOCUST ST STE 200		HENDERSONVLLE,	NC	28792-3869	P	96241	Personal Prop.	2016	25	$519.19	$0.00	$0.00	$0.00	$519.19
OSORNIO-REYES, ARTURO	610 BROOKLYN AVE	LOT 1	HENDERSONVILLE	NC	28792	P	96268	Personal Prop.	2016	52	$7.08	$0.00	$0.00	$0.00	$7.08
WATERS, RALPH JOHN	47 JOURNEY LN		HENDERSONVLLE,	NC	28792-5686	P	96279	Personal Prop.	2016	63	$12.42	$0.00	$0.00	$0.00	$12.42
STUTTGART MOTORWERKS, INC	798 S GROVE ST		HENDERSONVLLE	NC	28792-5396	P	96286	Personal Prop.	2016	70	$269.01	$0.00	$0.00	$0.00	$269.01

LAUB, JAMES R JR	59 HIGHLANDS SQUARE DR		HENDERSONVILLE	NC	28792-5027	P	96297	Personal Prop.	2016	81	$274.63	$0.00	$0.00	$269.14	$5.49
YANOVOK, JEREMY ALAN	PO BOX 6553		HENDERSONVILLE	NC	28793	P	96318	Personal Prop.	2016	99	$7.91	$0.00	$0.00	$0.00	$7.91
ARITA, MARIATELA	1954 CAMBRIDGE DR		HENDERSONVLLE	NC	28792-6606	P	96330	Personal Prop.	2016	110	$30.36	$0.00	$0.00	$0.00	$30.36
SKYLINE LOGISTICS LLC	1021 7TH AVE E		HENDERSONVILLE	NC	28792-2605	P	96369	Personal Prop.	2016	148	$17.37	$0.00	$0.00	$0.00	$17.37
THOMAS, TERRY KEITH	247 DRY CREEK RDG		HENDERSONVLLE	NC	28739-6438	P	96395	Personal Prop.	2016	174	$2.53	$0.00	$0.00	$0.00	$2.53
KUEBLER, DAVID	DAVE ALLEN PHOTOGRAPHY	200 INDIAN WOODS TRAIL	HENDERSONVLLE	NC	28739-9498	P	96399	Personal Prop.	2016	178	$173.66	$0.00	$0.00	$0.00	$173.66
ZAPOT, MARCOL	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	96409	Personal Prop.	2016	188	$8.10	$0.00	$0.00	$0.00	$8.10
RAMOS, ELIDEL	23 STACY B WAY		EAST FLAT ROCK	NC	28726	P	96421	Personal Prop.	2016	200	$18.22	$0.00	$0.00	$0.00	$18.22
J MILLER INC	1813 S MARKET ST		CHATTANOOGA	TN	37408	P	96452	Personal Prop.	2016	230	$7.56	$0.00	$0.00	$0.00	$7.56
GARCIA, EMELIA	16 DIXIE TRAILS LN		HENDERSONVLLE,	NC	28792-6882	P	96479	Personal Prop.	2016	255	$8.10	$0.00	$0.00	$0.00	$8.10
EXECUTIVE AUTO DETAILING	507 7TH AVE E		HENDERSONVILLE	NC	28792	P	96507	Personal Prop.	2016	268	$114.84	$0.00	$0.00	$0.00	$114.84
GONZALEZ, MIGUEL A	PO BOX 903		FLAT ROCK	NC	28731-0903	P	96524	Personal Prop.	2016	285	$6.07	$0.00	$0.00	$0.00	$6.07
SHAY, PATRICK JOHN	416 ARMSTRONG AVE		HENDERSONVILLE	NC	28739	P	96551	Personal Prop.	2016	312	$24.13	$0.00	$0.00	$0.00	$24.13
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	P	96557	Personal Prop.	2016	318	$65.78	$0.00	$0.00	$0.00	$65.78
CARRILLO, NICANOR	PO BOX 802		FLAT ROCK	NC	28731	P	96562	Personal Prop.	2016	323	$7.36	$0.00	$0.00	$0.00	$7.36
WORSHAM, CLIFFORD LEE	1801 LOWER RIDGEWOOD BLVD		HENDERSONVLLE	NC	28791-2240	P	96566	Personal Prop.	2016	327	$13.29	$0.00	$0.00	$0.00	$13.29
STAFFORD, CONRAD SCOTT	155 BOBS CREEK RD		ZIRCONIA	NC	28790-8750	P	96569	Personal Prop.	2016	330	$3.36	$0.00	$0.00	$0.00	$3.36
NEILL, SAMUEL D	60 CALEDONIA RD APT 113		ASHEVILLE	NC	28803-0906	P	96580	Personal Prop.	2016	341	$20.85	$0.00	$0.00	$0.00	$20.85
DAVISCO, INC	PO BOX 2760		HENDERSONVLLE	NC	28793-2760	P	96589	Personal Prop.	2016	349	$40.99	$0.00	$0.00	$0.00	$40.99
LINKOUS & ASSOC LAW OFFICES	210 DUNCAN HILL ROAD		HENDERSONVLLE	NC	28792-2713	P	96602	Personal Prop.	2016	360	$284.36	$0.00	$0.00	$0.00	$284.36
PARSON INSURANCE AGENCY INC	300 BENJAMIN WAY		HENDERSONVILLE	NC	28792	P	96605	Personal Prop.	2016	363	$34.91	$0.00	$0.00	$0.00	$34.91
MAJ, ANTHONY	114 STATON AVENUE		HENDERSONVLLE	NC	28792-2751	P	96606	Personal Prop.	2016	364	$130.24	$0.00	$0.00	$0.00	$130.24
YUSUF, AMANDA NEAL	PO BOX 235		FLAT ROCK	NC	28731	P	96612	Personal Prop.	2016	370	$8.10	$0.00	$0.00	$0.00	$8.10
MCWHORTER, RICKEY	212 SPRING ST		HENDERSONVILLE	NC	28739	P	96622	Personal Prop.	2016	380	$21.68	$0.00	$0.00	$0.00	$21.68
MARTIN, PETE	D/B/A STUTTGART MOTORWERKS	798 S GROVE STREET	HENDERSONVILLE	NC	28792-5396	P	96628	Personal Prop.	2016	385	$33.40	$0.00	$0.00	$0.00	$33.40
BLUE BEND PHOTOGRAPHY INC	215 EWBANK		HENDERSONVLLE	NC	28791-2207	P	96654	Personal Prop.	2016	409	$134.64	$0.00	$0.00	$132.62	$2.02
WRIGHT MANAGEMENT & CONSULTING (	412 LEDGEMONT CT		FLAT ROCK	NC	28731	P	96660	Personal Prop.	2016	414	$4.61	$0.00	$0.00	$0.00	$4.61
SCHULTE, CORNELIUS P	1809 MEADOWBROOK TER		HENDERSONVLLE	NC	28791-2329	P	96670	Personal Prop.	2016	424	$3.04	$0.00	$0.00	$0.00	$3.04
DENNY, DIANNE MARYLYN	400 GREEN VALLEY RD		LEICESTER	NC	28749-9486	P	96680	Personal Prop.	2016	434	$50.60	$0.00	$0.00	$0.00	$50.60
CARRASCO, MICHELLE	38 DIXIE TRAILS LN		HENDERSONVLLE,	NC	28792-6882	P	96687	Personal Prop.	2016	441	$20.24	$0.00	$0.00	$0.00	$20.24
FLEX 4 FITNESS	CHRIS BROWN	1570 FOUR SEASONS BLVD	HENDERSONVILLE	NC	28792	P	96712	Personal Prop.	2016	465	$465.01	$0.00	$0.00	$0.00	$465.01
ISLE OF SKY CHIROPRACTIC	1534 HAYWOOD RD		HENDERSONVILLE	NC	28791-2338	P	96725	Personal Prop.	2016	477	$382.54	$0.00	$0.00	$0.00	$382.54
JAMES, CELESTE TURVIN	638 SPARTANBURG HWY	SUITE 70-309	HENDERSONVILLE	NC	28792-5910	P	96747	Personal Prop.	2016	497	$6.83	$0.00	$0.00	$0.00	$6.83
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVILLE	NC	28791-2140	P	96793	Personal Prop.	2016	523	$33.40	$0.00	$0.00	$0.00	$33.40
SCHULZE, LEATHA	2024 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	96798	Personal Prop.	2016	528	$229.72	$0.00	$0.00	$0.00	$229.72
WADDELL, KENRIC A	63 IVY LN		HENDERSONVLLE,	NC	28792-2565	P	96808	Personal Prop.	2016	538	$16.70	$0.00	$0.00	$0.00	$16.70
CARDINAL CARE INC	1400 CENTREPARK BLVD	SUITE 810	WEST PALM BEACH	FL	33401	P	96831	Personal Prop.	2016	561	$538.73	$0.00	$0.00	$0.00	$538.73
GOLDEN NAIL SPA INC	188 HIGHLANDS SQUARE DR		HENDERSONVLLE,	NC	287925852	P	96835	Personal Prop.	2016	565	$368.37	$0.00	$0.00	$0.00	$368.37
JARVIS, CHRISTOPHER JAMES	826 DALE ST		HENDERSONVILLE,	NC	287395102	P	96839	Personal Prop.	2016	569	$37.60	$0.00	$0.00	$0.00	$37.60
WORKMAN, TELISHA LOREE	PO BOX 351		EAST FLAT ROCK	NC	28726-0351	P	96847	Personal Prop.	2016	577	$158.46	$0.00	$0.00	$0.00	$158.46
ALARCON, HECTOR	C/O TECATE MEXICAN GRILL	888 SPARTANBURG HWY	HENDERSONVLLE	NC	28792-5768	P	96870	Personal Prop.	2016	600	$1,104.60	$0.00	$0.00	$0.00	$1,104.60
RANDOLPH C ROMEO-ATTORNEY	136 S KING ST		HENDERSONVLLE,	NC	28792-5087	P	96892	Personal Prop.	2016	621	$137.83	$0.00	$0.00	$0.00	$137.83
RAMIREZ, CLAUDIA ISBETH TAMAYO	42 DOVETREE LN		HENDERSONVILLE	NC	28739	P	96934	Personal Prop.	2016	657	$16.19	$0.00	$0.00	$0.00	$16.19
FOUR SEASONS CHRISTMAS GARDEN DEC	SHERRY SCHMIDT	127 FOXWOOD DR	HENDERSONVLLE	NC	28791-8504	P	96963	Personal Prop.	2016	682	$7.59	$0.00	$0.00	$0.00	$7.59
FAMILY STORAGE AND RENTALS	ATTN: MAUGHAN	1055 KEITH ST	HENDERSONVLLE	NC	28792-5808	P	96975	Personal Prop.	2016	693	$300.94	$0.00	$0.00	$300.67	$0.27
SITTON, THOMAS L	124 DANA RD		HENDERSONVILLE	NC	28792	P	96990	Personal Prop.	2016	704	$18.56	$0.00	$0.00	$0.00	$18.56
PAR HOLDINGS, LLC	136 HENDERSON CROSSING		HENDERSONVILLE	NC	28792-2879	P	97005	Personal Prop.	2016	719	$74.78	$0.00	$0.00	$0.00	$74.78
HOUCK, KENNETH L	1533 HAYWOOD RD		HENDERSONVILLE	NC	28791-2349	P	97015	Personal Prop.	2016	728	$2.53	$0.00	$0.00	$0.00	$2.53
WILSON, LARRY	550 FLEMING ST		HENDERSONVLLE,	NC	28739-4216	P	97016	Personal Prop.	2016	729	$40.38	$0.00	$0.00	$0.00	$40.38
CANTRELL, STANLEY EDWARD	44 LITTLE PINE WAY		PROSPERITY,	SC	29127-9697	P	97051	Personal Prop.	2016	751	$15.37	$0.00	$0.00	$0.00	$15.37
CARDINAL CARE INC	1400 CENTREPARK BLVD	SUITE 810	WEST PALM BEACH	FL	33401	P	97062	Personal Prop.	2016	762	$1,229.76	$0.00	$0.00	$0.00	$1,229.76
JARVIS, JACOB DANIEL	99 POLARIS DR		SALUDA	NC	28773-8694	P	97086	Personal Prop.	2016	786	$6.85	$0.00	$0.00	$0.00	$6.85
CRUZ, PAULA	707 DUNCAN HILL RD #10		HENDERSONVILLE	NC	28792	P	97088	Personal Prop.	2016	788	$10.63	$0.00	$0.00	$0.00	$10.63
PORTER, MARTIN WYATT	90 DICKENS LN		HENDERSONVILLE	NC	28739	P	97107	Personal Prop.	2016	807	$16.19	$0.00	$0.00	$0.00	$16.19
GLISSON, JERALD W	966 N DEAN CIR		DELTONA	FL	32738-6810	P	97158	Personal Prop.	2016	855	$2.53	$0.00	$0.00	$0.00	$2.53
CARTER, JOSHUE STEVEN	4703 WOOD DUCK WAY		HENDERSONVILLE	NC	28792	P	97177	Personal Prop.	2016	873	$5.89	$0.00	$0.00	$0.00	$5.89
SONVICK INC	2546 CHIMNEY ROCK RD		HENDERSONVLLE,	NC	28792-9181	P	97208	Personal Prop.	2016	900	$606.34	$0.00	$0.00	$0.00	$606.34
SHEPPARD, WALTER R	PO BOX 797		FLETCHER	NC	28732-0797	P	97214	Personal Prop.	2016	905	$2.53	$0.00	$0.00	$0.00	$2.53
ZENITH PRODUCTS CORPORATION	ATTEN: TOM DELLAFRANCO	400 LUKENS DR	NEW CASTLE	DE	19720-2728	P	97225	Personal Prop.	2016	915	$187.75	$0.00	$0.00	$182.11	$5.64
VAZQUEZ, MANUAL	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	97274	Personal Prop.	2016	963	$42.00	$0.00	$0.00	$0.00	$42.00
ZABALETA, MIGUEL ANGEL	32 CHANDLER LN		HENDERSONVILLE	NC	28792-4550	P	97285	Personal Prop.	2016	974	$91.08	$0.00	$0.00	$0.00	$91.08
GONZALEZ, LOURDES	PO BOX 903		FLAT ROCK	NC	28731-0903	P	97345	Personal Prop.	2016	1022	$22.26	$0.00	$0.00	$0.00	$22.26
PALACIOUS, GREGORIO	707 DUNCAN HILL RD TRLR 8		HENDERSONVLLE	NC	28792-2725	P	97346	Personal Prop.	2016	1023	$8.10	$0.00	$0.00	$0.00	$8.10
VAZQUEZ, GILBERTO	29 CHANDLER LN		HENDERSONVLLE	NC	28792-4550	P	97350	Personal Prop.	2016	1027	$21.25	$0.00	$0.00	$0.00	$21.25
LEVITT, LAWRENCE	826 4TH AVE W		HENDERSONVLLE	NC	28739-4828	P	97352	Personal Prop.	2016	1029	$2.53	$0.00	$0.00	$0.00	$2.53
STAAB, JOSEPH HENRY	44-G EASTBURY DR		HENDERSONVILLE	NC	28792	P	97390	Personal Prop.	2016	1065	$24.04	$0.00	$0.00	$0.00	$24.04
ISRAEL, THOMAS MICHAEL	405 AUSTIN DR		SENECA	SC	29678-1865	P	97392	Personal Prop.	2016	1067	$45.11	$0.00	$0.00	$0.00	$45.11
CHESTER, JAMES LAMAR	55 R MERRILL LOOP		BREVARD	NC	28712-4569	P	97419	Personal Prop.	2016	1090	$2.53	$0.00	$0.00	$0.00	$2.53
TJ ENTERPRISE GROUP LLC	1317 GILLIAM ROAD, UNIT 4		HENDERSONVILLE	NC	28792	P	97452	Personal Prop.	2016	1121	$41.54	$0.00	$0.00	$0.00	$41.54
PATTERSON, ROBIN	26 CHRISTIAN LN		HENDERSONVILLE	NC	28792	P	97456	Personal Prop.	2016	1125	$23.28	$0.00	$0.00	$0.00	$23.28
HAIRABEDIAN, DAVID ALAN	907 GARDEN LN		HENDERSONVILLE	NC	28792-5720	P	97479	Personal Prop.	2016	1146	$3.49	$0.00	$0.00	$0.00	$3.49
MARTINEZ, JOSE	707 DUNCAN HILL RD #6		HENDERSONVILLE	NC	28792-2776	P	97501	Personal Prop.	2016	1165	$8.10	$0.00	$0.00	$0.00	$8.10
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	97513	Personal Prop.	2016	1176	$11.13	$0.00	$0.00	$0.00	$11.13
ESHEVERRIA, MARIO	10 VEST POCKET PLACE		FLAT ROCK	NC	28731	P	97518	Personal Prop.	2016	1180	$13.66	$0.00	$0.00	$0.00	$13.66
GONZALES, FELIPE PANCHERO	610 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6881	P	97547	Personal Prop.	2016	1207	$12.14	$0.00	$0.00	$0.00	$12.14
TIRE COUNTRY OF HVILLE INC	432 KANUGA RD		HENDERSONVLLE	NC	28739-5224	P	97595	Personal Prop.	2016	1255	$442.96	$0.00	$0.00	$0.00	$442.96
SMITH, SCOTT JEFFREY	66 EASTBURY DR		HENDERSONVILLE	NC	28792-2679	P	97608	Personal Prop.	2016	1268	$15.28	$0.00	$0.00	$0.00	$15.28
RODRIQUEZ, ISMAEL	610 BROOKLYN AVE LOT 8		HENDERSONVILLE	NC	28792	P	97609	Personal Prop.	2016	1269	$10.63	$0.00	$0.00	$0.00	$10.63
RUFF, DOROTHY WILLIAMS	91 OTTER TAIL LN #18		HENDERSONVILLE	NC	28792	P	97610	Personal Prop.	2016	1270	$13.66	$0.00	$0.00	$0.00	$13.66
ESCALANTE, HUGO ORLANDO	92 ALFSON CIR		HENDERSONVILLE,	NC	287923806	P	97632	Personal Prop.	2016	1291	$73.88	$0.00	$0.00	$0.00	$73.88

ESTRADA, ZENAIDA	PO BOX 3312		IMMOKALEE	FL	34143-3312	P	97644	Personal Prop.	2016	1303	$12.65	$0.00	$0.00	$0.00	$12.65
BURNS, MICHAEL JACOBY	2602 OLD KANUGA RD		HENDERSONVILLE	NC	28739-6924	P	97651	Personal Prop.	2016	1310	$13.37	$0.00	$0.00	$0.00	$13.37
GONZALEZ, GEORGE	615 BROOKLYN AVE	21	HENDERSONVILLE	NC	28792	P	97663	Personal Prop.	2016	1322	$35.42	$0.00	$0.00	$0.00	$35.42
SOUTHERN ATHLETICS	401 BALLANTYNE COMMON CIR	APT 303	HENDERSONVILLE	NC	28792	P	97679	Personal Prop.	2016	1337	$23.00	$0.00	$0.00	$0.00	$23.00
MOUNTAIN SKY CORPORATION INC	825 SPARTANBURG HWY STE 15		HENDERSONVLLE,	NC	28792-4770	P	97681	Personal Prop.	2016	1339	$165.58	$0.00	$0.00	$0.00	$165.58
CALDERON, CARMEN ALUNOZ	PO BOX 267		STATESVILLE	NC	28687	P	97683	Personal Prop.	2016	1341	$24.79	$0.00	$0.00	$0.00	$24.79
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	97709	Personal Prop.	2016	1365	$103.22	$0.00	$0.00	$0.00	$103.22
SIGNITURE SIGNS	76 UPWARD RD		E FLAT ROCK,	NC	28726-2058	P	97730	Personal Prop.	2016	1386	$239.42	$0.00	$0.00	$0.00	$239.42
VERGARA, FORTINA GUADARRAMA	810 S GROVE ST		HENDERSONVILLE	NC	28792	P	97732	Personal Prop.	2016	1388	$259.37	$0.00	$0.00	$0.00	$259.37
CIGARETTE DEPOT INC	671 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	97743	Personal Prop.	2016	1399	$62.13	$0.00	$0.00	$0.00	$62.13
OWEN, JAMES MICHAEL	220 MORRIS LN		HENDERSONVILLE,	NC	287912216	P	97762	Personal Prop.	2016	1418	$2.53	$0.00	$0.00	$0.00	$2.53
WILLOW SPRINGS ASSISTED LIVING 2 INC.	1310 HEBRON STREET		HENDERSONVILLE	NC	28739-5181	P	97777	Personal Prop.	2016	1433	$231.52	$0.00	$0.00	$0.00	$231.52
ANDERS, TERRY BRIAN	1514 5TH AVE W		HENDERSONVILLE	NC	28739-4010	P	97800	Personal Prop.	2016	1455	$7.22	$0.00	$0.00	$0.00	$7.22
FRANK, MICHAEL FREDERICK	6538 COLLINS AVE #75		MIAMI BEACH	FL	33141-4694	P	97809	Personal Prop.	2016	1463	$2.88	$0.00	$0.00	$0.00	$2.88
CARDENAS, JANET	93 DICKENS LN		HENDERSONVILLE	NC	28739	P	97826	Personal Prop.	2016	1480	$13.16	$0.00	$0.00	$0.00	$13.16
KEIL, JASON EDWARD	913 HIGH FALLS RD		HENDERSONVILLE,	NC	287929116	P	97831	Personal Prop.	2016	1485	$2.30	$0.00	$0.00	$0.00	$2.30
CALLOWAY & ASSOCIATES LAW FIRM, PC	318 N MAIN ST STE 9		HENDERSONVLLE,	NC	28792-4907	P	97839	Personal Prop.	2016	1493	$665.04	$0.00	$0.00	$0.00	$665.04
GROOMINGDALES PET SALON	ATTN: TERRI HENKLE	403 KANUGA RD	HENDERSONVLLE,	NC	28739-5223	P	97899	Personal Prop.	2016	1546	$89.56	$0.00	$0.00	$0.00	$89.56
HOLBERTS HEATING & AIR COND.	PO BOX 2556		HENDERSONVLLE,	NC	28793-2556	P	97901	Personal Prop.	2016	1548	$398.73	$0.00	$0.00	$0.00	$398.73
DRAKE, ROBERT A	1034 N JUSTICE ST		HENDERSONVLLE	NC	28791-3426	P	97921	Personal Prop.	2016	1568	$2.53	$0.00	$0.00	$0.00	$2.53
SHEAR MAGNOLIAS SALON	350 CHADWICK AVE SUITE 100		HENDERSONVILLE	NC	28792-5771	P	97924	Personal Prop.	2016	1571	$339.41	$0.00	$0.00	$0.00	$339.41
TEMPO MUSIC CENTER	244 N MAIN ST		HENDERSONVLLE	NC	28792-5069	P	97926	Personal Prop.	2016	1573	$249.61	$0.00	$0.00	$137.60	$112.01
V ANTIVEROS CONSTRUCTION LLC	2206 DEERMOUSE WAY		HENDERSONVILLE	NC	28792	P	97939	Personal Prop.	2016	1586	$17.27	$0.00	$0.00	$0.00	$17.27
LUPTON, STACEY	STACEY'S GROOMING	439 N CHURCH STREET	HENDERSONVLLE	NC	28792-4343	P	97940	Personal Prop.	2016	1587	$71.19	$0.00	$0.00	$0.00	$71.19
ADB BLYTHE, INC	P O BOX 6531		HENDERSONVILLE	NC	28793-6531	P	97980	Personal Prop.	2016	1623	$465.01	$0.00	$0.00	$0.00	$465.01
PARDO, ERIKA PEREZ	390 KING CREEK BLVD		HENDERSONVILLE,	NC	287924850	P	98005	Personal Prop.	2016	1648	$19.51	$0.00	$0.00	$0.00	$19.51
UPSTATE SMOKERS LLC	129 4TH AVE W		HENDERSONVLLE	NC	28792-4323	P	98019	Personal Prop.	2016	1662	$174.11	$0.00	$0.00	$0.00	$174.11
MARTINEZ, ANDY	615 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6868	P	98025	Personal Prop.	2016	1668	$11.13	$0.00	$0.00	$0.00	$11.13
ANGLIN, ERIC DEAN	207 WILMONT DR		HENDERSONVLLE,	NC	28792-3863	P	98028	Personal Prop.	2016	1671	$2.53	$0.00	$0.00	$0.00	$2.53
HUMISTON FAMILY CHIROPRACTIC	P O BOX 2693		HENDERSONVILLE	NC	28793-2693	P	98037	Personal Prop.	2016	1680	$381.52	$0.00	$0.00	$368.17	$13.35
THOMPSON, HOMER	707 DUNCAN HILL RD	TRLR 2	HENDERSONVILLE	NC	28792-2776	P	98053	Personal Prop.	2016	1695	$50.60	$0.00	$0.00	$0.00	$50.60
WHITMIRE, HANK CHARLES	14 GREENLEAF RD		FLETCHER,	NC	287329662	P	98064	Personal Prop.	2016	1706	$10.76	$0.00	$0.00	$0.00	$10.76
MINER, DAVID R	225 TRIXIE CT		RUTHERFORDTON	NC	28139-8604	P	98089	Personal Prop.	2016	1730	$2.53	$0.00	$0.00	$0.00	$2.53
DIRZO, CRISTINA	1406 OLD SPARTANBURG RD		HENDERSONVILLE	NC	28792	P	98095	Personal Prop.	2016	1736	$25.30	$0.00	$0.00	$0.00	$25.30
PARKHILL, PATRICK EARLE	526 EHRINGHAUS ST		HENDERSONVLLE	NC	28739-4118	P	98148	Personal Prop.	2016	1762	$67.90	$0.00	$0.00	$0.00	$67.90
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	98180	Personal Prop.	2016	1793	$13.55	$0.00	$0.00	$0.00	$13.55
SAAVEDRA, LUIS ALBERTO	912 HILLCREST ST APT B6		HENDERSONVILLE	NC	28739-5654	P	98191	Personal Prop.	2016	1804	$50.60	$0.00	$0.00	$0.00	$50.60
HARRIMAN, JAMIE SUEANNE	3605 TWILIGHT DR		MULBERRY	FL	33860	P	98197	Personal Prop.	2016	1810	$15.18	$0.00	$0.00	$0.00	$15.18
STEVENS, ELIZABETH NICHOLE	2744 FAUDREE RD	APT 11201	ODESSA	TX	79765-8535	P	98227	Personal Prop.	2016	1838	$8.66	$0.00	$0.00	$0.00	$8.66
SHARMA, VINAY CHANDRA	143 ORCHARD RIDGETOP DR APT 10		HENDERSONVILLE	NC	28792-8085	P	98243	Personal Prop.	2016	1853	$7.42	$0.00	$0.00	$0.00	$7.42
LEON, JOSE GUADALUPE PEREZ	PO BOX 624		E FLAT ROCK,	NC	28726-0624	P	98254	Personal Prop.	2016	1863	$30.87	$0.00	$0.00	$0.00	$30.87
CAHUANCI, CATALINA MERINO	904 GREENVILLE HWY TRLR 10		HENDERSONVLLE	NC	28792-5731	P	98259	Personal Prop.	2016	1867	$23.28	$0.00	$0.00	$0.00	$23.28
ETNIRE, JOHN ANDY	PO BOX 584		MOUNTAIN HOME,	NC	287580584	P	98275	Personal Prop.	2016	1883	$2.53	$0.00	$0.00	$0.00	$2.53
MORA, JESSICA VALVERDE	2004 ARLINGTON PL		HENDERSONVILLE	NC	28791	P	98277	Personal Prop.	2016	1885	$31.39	$0.00	$0.00	$0.00	$31.39
CRUZ, MARCO	707 DUNCAN HILL RD		HENDERSONVLLE	NC	28792-2776	P	98308	Personal Prop.	2016	1916	$53.64	$0.00	$0.00	$0.00	$53.64
MONTIEL, ANITA	610 BROOKLYN AVE TRL #2		HENDERSONVILLE	NC	28792	P	98321	Personal Prop.	2016	1929	$8.60	$0.00	$0.00	$0.00	$8.60
SANCHEZ, ANDRE TELLEZ	7 DOVETREE LN		HENDERSONVLLE,	NC	28739-6549	P	98339	Personal Prop.	2016	1945	$32.38	$0.00	$0.00	$0.00	$32.38
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	98342	Personal Prop.	2016	1948	$13.16	$0.00	$0.00	$0.00	$13.16
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	98356	Personal Prop.	2016	1961	$20.75	$0.00	$0.00	$0.00	$20.75
RICO, ELVIA CHAVEZ	PO BOX 903		FLAT ROCK,	NC	287310903	P	98362	Personal Prop.	2016	1966	$23.28	$0.00	$0.00	$0.00	$23.28
CLARK, GREGORY MICHAEL	1304 OLD MURRAY RD		MARS HILL	NC	28754-8096	P	98379	Personal Prop.	2016	1983	$2.53	$0.00	$0.00	$0.00	$2.53
HVILLE DEPARTMENTS 991/994/957	PO BOX 27131		RALEIGH	NC	27611-7131	P	100370	Personal Prop.	2017	2	$1,005.26	$0.00	$0.00	$0.00	$1,005.26
NEVER BLUE ART	119 S MAIN STREET		HENDERSONVLLE	NC	28792-5083	P	100376	Personal Prop.	2017	8	$1,525.85	$0.00	$0.00	$1,514.41	$11.44
NEVERWOOD LLC	801 LOCUST STREET		HENDERSONVILLE	NC	28792	P	100392	Personal Prop.	2017	24	$146.17	$0.00	$0.00	$143.08	$3.09
MORA, JESSICA VALVERDE	2004 ARLINGTON PL		HENDERSONVILLE	NC	28791	P	100393	Personal Prop.	2017	25	$32.08	$0.00	$0.00	$30.47	$1.61
MONTGOMERY, LAURA	1130 PARTRIDGE RD		SPARTANBURG	SC	29302	P	100394	Personal Prop.	2017	26	$136.25	$0.00	$0.00	$0.00	$136.25
SEEBO, LOUIS HORPELL III	15 LAZY BOY LN	LOT C-7	HENDERSONVILLE	NC	28792	P	100397	Personal Prop.	2017	29	$94.04	$0.00	$0.00	$0.00	$94.04
DUCKWORTH, ANITA GASSNER	2443 OVERSEAS HWY		MARATHON	FL	33050-2246	P	100400	Personal Prop.	2017	32	$58.42	$0.00	$0.00	$0.00	$58.42
CANTRELL, STANLEY EDWARD	44 LITTLE PINE WAY		PROSPERITY,	SC	29127-9697	P	100401	Personal Prop.	2017	33	$13.96	$0.00	$0.00	$0.00	$13.96
HARRIMAN, JAMIE SUEANNE	3605 TWILIGHT DR		MULBERRY	FL	33860	P	100403	Personal Prop.	2017	35	$15.51	$0.00	$0.00	$0.00	$15.51
GONZALEZ, MIGUEL ANGEL	PO BOX 903		FLAT ROCK,	NC	287310903	P	100411	Personal Prop.	2017	43	$23.78	$0.00	$0.00	$0.00	$23.78
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100414	Personal Prop.	2017	46	$21.62	$0.00	$0.00	$0.00	$21.62
PEREZ, EBELIO	PO BOX 3413		IMMOKALEE	FL	34143-3413	P	100429	Personal Prop.	2017	61	$34.64	$0.00	$0.00	$0.00	$34.64
PACE, MARK BRADFORD	PACE CONSTRUCTION	625 S GROVE ST	HENDERSONVILLE	NC	28792	P	100432	Personal Prop.	2017	64	$31.88	$0.00	$0.00	$0.00	$31.88
VAZQUEZ, MANUAL	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	100436	Personal Prop.	2017	68	$42.91	$0.00	$0.00	$0.00	$42.91
MARTINEZ, ANDY	615 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6868	P	100437	Personal Prop.	2017	69	$11.37	$0.00	$0.00	$0.00	$11.37
BROWN, JULIE ANN	3025 SPRINGFIELD LN		THE VILLAGES	FL	32162-7608	P	100439	Personal Prop.	2017	71	$8.27	$0.00	$0.00	$0.00	$8.27
ZAPOT, MARCOL	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	100440	Personal Prop.	2017	72	$8.27	$0.00	$0.00	$0.00	$8.27
LANNING, KAMIYO	58 CHURCH ST		WEAVERVILLE	NC	28787	P	100446	Personal Prop.	2017	78	$9.31	$0.00	$0.00	$0.00	$9.31
BRAZIL, J C JR	1511 GEORGE AVE APT 16		JEFFERSON CITY	TN	37760-2521	P	100447	Personal Prop.	2017	79	$271.43	$0.00	$0.00	$0.00	$271.43
WILKIE, ROBERT	615 BROOKLYN AVE LOT 3		HENDERSONVILLE	NC	28792	P	100449	Personal Prop.	2017	81	$10.34	$0.00	$0.00	$0.00	$10.34
BLACKWOOD, ROBERT ALEXANDER	1042 SYLVAN BLVD		HENDERSONVLLE	NC	28791-3463	P	100453	Personal Prop.	2017	85	$5.69	$0.00	$0.00	$0.00	$5.69
CORRAL, MIRIAM YUDITH	2206 DEERMOUSE WAY		HENDERSONVILLE	NC	28792	P	100457	Personal Prop.	2017	89	$19.65	$0.00	$0.00	$0.00	$19.65
GARLAND, TOM	21 HANNAH GRACE WAY		HENDERSONVLLE	NC	28792-8103	P	100459	Personal Prop.	2017	91	$18.61	$0.00	$0.00	$0.00	$18.61
HOWLAND, WILLOWDEAN	220 JOURNEY LN		HENDERSONVILLE	NC	28792	P	100462	Personal Prop.	2017	94	$42.39	$0.00	$0.00	$0.00	$42.39
LAUB, JAMES R JR SOLE MBR	59 HIGHLANDS SQUARE DR		HENDERSONVILLE	NC	28792-5027	P	100467	Personal Prop.	2017	99	$242.60	$0.00	$0.00	$0.00	$242.60
NEFFGEN FAMILY STORES LLC	1 GANIBRILLE CT		SIMPSONVILLE	SC	29681	P	100485	Personal Prop.	2017	116	$288.30	$0.00	$0.00	$286.14	$2.16
FLEX 4 FITNESS	CHRIS BROWN	1570 FOUR SEASONS BLVD	HENDERSONVILLE	NC	28792	P	100510	Personal Prop.	2017	140	$570.15	$0.00	$0.00	$0.00	$570.15
RAY, MARK	620 N MAIN ST		HENDERSONVILLE	NC	28792	P	100524	Personal Prop.	2017	154	$266.44	$0.00	$0.00	$0.00	$266.44
BARRY ENTERPRISES INC.	INTERIORS I	2314 ASHEVILLE HWY STE B	HENDERSONVILLE	NC	28791-1776	P	100535	Personal Prop.	2017	165	$5.92	$0.00	$0.00	$0.00	$5.92

GREAT AMERICA FINANCIAL SERVICES CO	625 1ST STREET SE		CEDAR RAPIDS	IA	52401	P	100536	Personal Prop.	2017	166	$58.55	$0.00	$0.00	$57.23	$1.32
DAVID F SLAWEK MD	510 FLEMING ST		HENDERSONVLLE,	NC	28739-4281	P	100540	Personal Prop.	2017	170	$71.13	$0.00	$0.00	$0.00	$71.13
BOWDREN, MAUREEN	CURVES	142 JOEL WRIGHT DR	HENDERSONVLLE,	NC	28792-5760	P	100570	Personal Prop.	2017	200	$46.53	$0.00	$0.00	$44.55	$1.98
WILLIAMS, KIMBERLY R	FRIENDS SALON	1536 HAYWOOD RD	HENDERSONVLLE,	NC	28791-2338	P	100571	Personal Prop.	2017	201	$24.53	$0.00	$0.00	$0.00	$24.53
EXECUTIVE AUTO DETAILING	507 7TH AVE E		HENDERSONVILLE	NC	28792	P	100580	Personal Prop.	2017	210	$140.18	$0.00	$0.00	$0.00	$140.18
WILLOW SPRINGS ASSISTED LIVING 2 INC.	1310 HEBRON STREET		HENDERSONVILLE	NC	28739-5181	P	100583	Personal Prop.	2017	213	$283.87	$0.00	$0.00	$0.00	$283.87
MUSIC CITY VENTURES INC	217 3RD AVE W		HENDERSONVLLE	NC	28739-4307	P	100587	Personal Prop.	2017	217	$5.64	$0.00	$0.00	$0.00	$5.64
SOUTHEAST JACK INC*	7000 WEST WT HARRIS BLVD	#6839	CHARLOTTE	NC	28269	P	100594	Personal Prop.	2017	224	$173.89	$0.00	$0.00	$0.00	$173.89
SCHULZE, LEATHA	2024 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	100612	Personal Prop.	2017	242	$281.67	$0.00	$0.00	$0.00	$281.67
STUTTGART MOTORWERKS, INC	798 S GROVE ST		HENDERSONVLLE	NC	28792-5396	P	100655	Personal Prop.	2017	285	$329.82	$0.00	$0.00	$0.00	$329.82
WEIMERS, MIKE	MOJO'S BBQ & GRILL	576 UPWARD RD #3	FLAT ROCK	NC	28731-8596	P	100665	Personal Prop.	2017	294	$167.51	$0.00	$0.00	$0.00	$167.51
LINKOUS & ASSOC LAW OFFICES	PO BOX 2807		HENDERSONVILLE	NC	28793-2807	P	100669	Personal Prop.	2017	298	$348.66	$0.00	$0.00	$0.00	$348.66
CALLOWAY & ASSOCIATES LAW FIRM, PC	318 N MAIN ST STE 9		HENDERSONVLLE,	NC	28792-4907	P	100683	Personal Prop.	2017	312	$808.83	$0.00	$0.00	$0.00	$808.83
EXECUTIVE HOLDINGS INTERNATIONAL LL	100 IDLEWOOD DRIVE		ASHEVILLE	NC	28806	P	100684	Personal Prop.	2017	313	$51.15	$0.00	$0.00	$0.00	$51.15
STRETCH ZONE WNC LLC	140 S CHURCH ST		HENDERSONVILLE	NC	28792	P	100699	Personal Prop.	2017	319	$199.75	$0.00	$0.00	$0.00	$199.75
OCAIN DESIGN GROUP PA	118 5TH AVE W		HENDERSONVILLE	NC	28792-4332	P	100708	Personal Prop.	2017	322	$102.30	$0.00	$0.00	$0.00	$102.30
PARDO, ERIKA PEREZ	390 KING CREEK BLVD		HENDERSONVILLE,	NC	287924850	P	100721	Personal Prop.	2017	326	$18.94	$0.00	$0.00	$0.00	$18.94
JACK BRYSON	PO BOX 63		HENDERSONVILLE	NC	28793	P	100724	Personal Prop.	2017	329	$49.12	$0.00	$0.00	$0.00	$49.12
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100728	Personal Prop.	2017	333	$37.60	$0.00	$0.00	$0.00	$37.60
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100729	Personal Prop.	2017	334	$29.61	$0.00	$0.00	$0.00	$29.61
TINSLEY, GREGORY SCOTT	1221 EVERETTE PL		HENDERSONVILLE	NC	28791	P	100734	Personal Prop.	2017	339	$25.03	$0.00	$0.00	$0.00	$25.03
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	100737	Personal Prop.	2017	342	$105.47	$0.00	$0.00	$0.00	$105.47
PEREZ, NICHOLAS GUIDE	610 BROOKLYN AVE #15A		HENDERSONVILLE	NC	28792	P	100740	Personal Prop.	2017	345	$11.37	$0.00	$0.00	$0.00	$11.37
ANDERS, TERRY BRIAN	1514 5TH AVE W		HENDERSONVILLE	NC	28739-4010	P	100741	Personal Prop.	2017	346	$7.06	$0.00	$0.00	$0.00	$7.06
SHARMA, VINAY CHANDRA	143 ORCHARD RIDGETOP DR APT 10		HENDERSONVILLE	NC	28792-8085	P	100742	Personal Prop.	2017	347	$8.00	$0.00	$0.00	$0.00	$8.00
GARCIA, EMELIA	16 DIXIE TRAILS LN		HENDERSONVLLE,	NC	28792-6882	P	100744	Personal Prop.	2017	349	$8.27	$0.00	$0.00	$0.00	$8.27
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100745	Personal Prop.	2017	350	$24.91	$0.00	$0.00	$0.00	$24.91
PORTER, MARTIN WYATT	90 DICKENS LN		HENDERSONVILLE	NC	28739	P	100747	Personal Prop.	2017	352	$16.54	$0.00	$0.00	$0.00	$16.54
PALACIOUS, GREGORIO	707 DUNCAN HILL RD TRLR 8		HENDERSONVILLE	NC	28792-2725	P	100751	Personal Prop.	2017	356	$8.27	$0.00	$0.00	$0.00	$8.27
CARRILLO, NICANOR	PO BOX 802		FLAT ROCK	NC	28731	P	100755	Personal Prop.	2017	360	$8.27	$0.00	$0.00	$0.00	$8.27
YUSUF, AMANDA NEAL	PO BOX 235		FLAT ROCK	NC	28731	P	100756	Personal Prop.	2017	361	$8.27	$0.00	$0.00	$0.00	$8.27
MENDOZA, ABEL C	C/O FLEETWOOD MHP/BRUCE TYTE &	PO BOX 235	FLAT ROCK	NC	28731	P	100758	Personal Prop.	2017	363	$11.89	$0.00	$0.00	$0.00	$11.89
ZIMMERMAN, OSWALD	707 DUNCAN HILL RD TRLR 4		HENDERSONVLLE	NC	28792-2725	P	100759	Personal Prop.	2017	364	$20.68	$0.00	$0.00	$0.00	$20.68
BREVARD, WILLIAM ZACHARY	113 SNOW ST		GREER	SC	29651	P	100761	Personal Prop.	2017	366	$16.75	$0.00	$0.00	$0.00	$16.75
ARITA, MARIATELA	1954 CAMBRIDGE DR		HENDERSONVLLE	NC	28792-6606	P	100766	Personal Prop.	2017	371	$31.02	$0.00	$0.00	$0.00	$31.02
ESTRADA, ZENAIDA	PO BOX 3312		IMMOKALEE	FL	34143-3312	P	100767	Personal Prop.	2017	372	$12.93	$0.00	$0.00	$0.00	$12.93
RAMIREZ, CLAUDIA ISBETH TAMAYO	42 DOVETREE LN		HENDERSONVILLE	NC	28739	P	100771	Personal Prop.	2017	376	$16.54	$0.00	$0.00	$0.00	$16.54
LEON, JOSE GUADALUPE PEREZ	PO BOX 624		E FLAT ROCK,	NC	28726-0624	P	100773	Personal Prop.	2017	378	$31.54	$0.00	$0.00	$0.00	$31.54
GONZALEZ, MIGUEL A	PO BOX 903		FLAT ROCK	NC	28731-0903	P	100774	Personal Prop.	2017	379	$6.20	$0.00	$0.00	$0.00	$6.20
GONZALES, FELIPE PANCHERO	610 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6881	P	100775	Personal Prop.	2017	380	$12.41	$0.00	$0.00	$0.00	$12.41
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100776	Personal Prop.	2017	381	$6.11	$0.00	$0.00	$0.00	$6.11
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100777	Personal Prop.	2017	382	$12.22	$0.00	$0.00	$0.00	$12.22
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100778	Personal Prop.	2017	383	$29.14	$0.00	$0.00	$0.00	$29.14
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	100786	Personal Prop.	2017	391	$13.16	$0.00	$0.00	$0.00	$13.16
GONZALEZ, GEORGE	615 BROOKLYN AVE	21	HENDERSONVILLE	NC	28792	P	100788	Personal Prop.	2017	393	$36.19	$0.00	$0.00	$0.00	$36.19
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	100789	Personal Prop.	2017	394	$52.64	$0.00	$0.00	$0.00	$52.64
CLARK, ERIC M	1005 RAVEN HILL RD		SUFFOLK	VA	23434	P	100795	Personal Prop.	2017	400	$28.15	$0.00	$0.00	$0.00	$28.15
GUERRERO, MARTIN	906 GARDEN LN		HENDERSONVILLE	NC	28792	P	100798	Personal Prop.	2017	403	$4.71	$0.00	$0.00	$0.00	$4.71
SMOKEY MOUNTAIN FUNDING, INC	239 DAVIS ST		HENDERSONVLLE	NC	28739-5263	P	100813	Personal Prop.	2017	418	$78.01	$0.00	$0.00	$0.00	$78.01
YANOVOK, JEREMY ALAN	PO BOX 6553		HENDERSONVILLE	NC	28793	P	100843	Personal Prop.	2017	446	$5.59	$0.00	$0.00	$0.00	$5.59
WILSON, LARRY	550 FLEMING ST		HENDERSONVLLE,	NC	28739-4216	P	100846	Personal Prop.	2017	449	$49.51	$0.00	$0.00	$0.00	$49.51
NEW DEAL PAWN	2020 ASHEVILLE HWY		HENDERSONVLLE,	NC	28791-2112	P	100868	Personal Prop.	2017	471	$10.93	$0.00	$0.00	$0.00	$10.93
MACDONALD, NANCY	233 DAVIS STREET		HENDERSONVLLE	NC	28739-5263	P	100877	Personal Prop.	2017	480	$27.15	$0.00	$0.00	$0.00	$27.15
INVESTOR SERVICES	PO BOX 27131		RALEIGH	NC	27611-7131	P	100929	Personal Prop.	2017	532	$6.96	$0.00	$0.00	$0.00	$6.96
SOUTH PAINTING LLC	518 OAKHILL CT		HENDERSONVILLE	NC	28739-4146	P	100938	Personal Prop.	2017	541	$46.65	$0.00	$0.00	$0.00	$46.65
MAX'S ZOO LLC	114 N MAIN ST		HENDERSONVILLE	NC	28792	P	100948	Personal Prop.	2017	551	$939.83	$0.00	$0.00	$932.76	$7.07
MARTIN, PETE	D/B/A STUTTGART MOTORWERKS	798 S GROVE STREET	HENDERSONVILLE	NC	28792-5396	P	100977	Personal Prop.	2017	577	$40.94	$0.00	$0.00	$0.00	$40.94
HENNESSY FLOOR CO	PO BOX 1436		FLAT ROCK	NC	28731-1436	P	100987	Personal Prop.	2017	587	$276.80	$0.00	$0.00	$0.00	$276.80
FIRST GEAR TRANSMISSION INC	920 7TH AVE E		HENDERSONVLLE	NC	28792-2664	P	101052	Personal Prop.	2017	631	$334.29	$0.00	$0.00	$331.78	$2.51
ZABALETA, MIGUEL ANGEL	32 CHANDLER LN		HENDERSONVILLE	NC	28792-4550	P	101055	Personal Prop.	2017	632	$93.06	$0.00	$0.00	$0.00	$93.06
WORKMAN, TELISHA LOREE	PO BOX 351		EAST FLAT ROCK	NC	28726-0351	P	101061	Personal Prop.	2017	638	$161.91	$0.00	$0.00	$0.00	$161.91
DENNY, DIANNE MARYLYN	400 GREEN VALLEY RD		LEICESTER	NC	28749-9486	P	101064	Personal Prop.	2017	641	$49.12	$0.00	$0.00	$0.00	$49.12
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	101066	Personal Prop.	2017	643	$64.39	$0.00	$0.00	$0.00	$64.39
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	101067	Personal Prop.	2017	644	$24.44	$0.00	$0.00	$0.00	$24.44
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	101068	Personal Prop.	2017	645	$36.19	$0.00	$0.00	$0.00	$36.19
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	101069	Personal Prop.	2017	646	$51.23	$0.00	$0.00	$0.00	$51.23
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	101073	Personal Prop.	2017	650	$62.98	$0.00	$0.00	$0.00	$62.98
HERNANDEZ, JAVIER	154 DOGWOOD PATH LN		HENDERSONVILLE	NC	28739	P	101074	Personal Prop.	2017	651	$87.37	$0.00	$0.00	$85.40	$1.97
MONTIEL, ANITA	610 BROOKLYN AVE TRL #2		HENDERSONVILLE	NC	28792	P	101076	Personal Prop.	2017	653	$8.79	$0.00	$0.00	$0.00	$8.79
GONZALEZ, LOURDES	PO BOX 903		FLAT ROCK	NC	28731-0903	P	101077	Personal Prop.	2017	654	$22.75	$0.00	$0.00	$0.00	$22.75
CRUZ, TALIA CRISTINA	46 DICKENS LN		HENDERSONVLLE,	NC	28739-6557	P	101081	Personal Prop.	2017	658	$16.03	$0.00	$0.00	$0.00	$16.03
CRUZ, MARCO	707 DUNCAN HILL RD		HENDERSONVLLE	NC	28792-2776	P	101086	Personal Prop.	2017	663	$54.80	$0.00	$0.00	$0.00	$54.80
BROWN, NAPOLEON EUGENE	115 FLORENCE ST		HENDERSONVILLE	NC	28792	P	101087	Personal Prop.	2017	664	$21.20	$0.00	$0.00	$0.00	$21.20
CARDENAS, JANET	93 DICKENS LN		HENDERSONVILLE	NC	28739	P	101093	Personal Prop.	2017	670	$13.44	$0.00	$0.00	$0.00	$13.44
SANCHEZ, ANDRE TELLEZ	7 DOVETREE LN		HENDERSONVILLE,	NC	28739-6549	P	101095	Personal Prop.	2017	672	$33.09	$0.00	$0.00	$0.00	$33.09
HARRIMAN, JAMIE SUEANNE	PO BOX 1625		FLAT ROCK	NC	28731-1625	P	101115	Personal Prop.	2017	692	$4.65	$0.00	$0.00	$0.00	$4.65
LATRELLA, PETE	40 BROOKS COVE RD		CANDLER	NC	28715	P	101117	Personal Prop.	2017	694	$8.27	$0.00	$0.00	$0.00	$8.27
MOUNTAIN BUILDING LLC	PO BOX 550		MOUNTAIN HOME	NC	28758-0550	P	101125	Personal Prop.	2017	702	$5.89	$0.00	$0.00	$0.00	$5.89
SHAY, PATRICK JOHN	416 ARMSTRONG AVE		HENDERSONVILLE	NC	28739	P	101130	Personal Prop.	2017	707	$24.09	$0.00	$0.00	$0.00	$24.09
REYES, IRINEO	61 KAY THOMAS DR		HENDERSONVILLE,	NC	287922862	P	101134	Personal Prop.	2017	711	$15.00	$0.00	$0.00	$0.00	$15.00

BUYER'S EDGE LLC	C/O GIBBON PENDER	1204 5TH AVE W	HENDERSONVILLE	NC	28739-4112	P	101144	Personal Prop.	2017	720	$166.27	$0.00	$0.00	$165.03	$1.24
HOLBERTS HEATING & AIR COND.	PO BOX 2556		HENDERSONVLLE,	NC	28793-2556	P	101168	Personal Prop.	2017	740	$488.87	$0.00	$0.00	$0.00	$488.87
MAJ, ANTHONY	114 STATON AVENUE		HENDERSONVLLE	NC	28792-2751	P	101220	Personal Prop.	2017	790	$159.69	$0.00	$0.00	$0.00	$159.69
LEITNER COMPANY	PO BOX 2555		HENDERSONVLLE,	NC	28793-2555	P	101246	Personal Prop.	2017	810	$145.50	$0.00	$0.00	$0.00	$145.50
QUALITY RECYCLING EQUIPMENT INC	110 CHADWICK SQUARE CT	STE C	HENDERSONVILLE	NC	28739-3238	P	101256	Personal Prop.	2017	818	$16.45	$0.00	$0.00	$0.00	$16.45
GROOMINGDALES PET SALON	ATTN: TERRI HENKLE	403 KANUGA RD	HENDERSONVLLE,	NC	28739-5223	P	101258	Personal Prop.	2017	820	$109.81	$0.00	$0.00	$0.00	$109.81
NHP CARILLON LLC	2050 MAIN ST	STE 800	IRVINE	CA	92614-8260	P	101273	Personal Prop.	2017	834	$907.64	$0.00	$0.00	$887.23	$20.41
LOMMIS ARMORED US, LLC	1401 MCKINNEY STREET, SUITE 12		HOUSTON	TX	77010	P	101293	Personal Prop.	2017	852	$130.67	$0.00	$0.00	$128.72	$1.95
HAMM, DARRELL W	PO BOX 1152		SKYLAND	NC	28776-1152	P	101332	Personal Prop.	2017	890	$22.58	$0.00	$0.00	$0.00	$22.58
J MILLER INC	1813 S MARKET ST		CHATTANOOGA	TN	37408	P	101333	Personal Prop.	2017	891	$9.27	$0.00	$0.00	$0.00	$9.27
A SOUTHERN CUP FINE TEAS	1529 GREENVILLE HWY		HENDERSONVILLE	NC	28792	P	101341	Personal Prop.	2017	899	$188.03	$0.00	$0.00	$0.00	$188.03
JOHNSON, JOANNE	414 N MAIN ST		HENDERSONVLLE,	NC	28792-4901	P	101366	Personal Prop.	2017	919	$85.45	$0.00	$0.00	$0.00	$85.45
UPSTATE SMOKERS LLC	129 4TH AVE W		HENDERSONVLLE	NC	28792-4323	P	101374	Personal Prop.	2017	922	$211.76	$0.00	$0.00	$0.00	$211.76
CARTER, JOSHUE STEVEN	4703 WOOD DUCK WAY		HENDERSONVILLE	NC	28792	P	101388	Personal Prop.	2017	931	$6.02	$0.00	$0.00	$0.00	$6.02
CASTILLO, JOSE MANUEL	225 STONEY MOUNTAIN RD		HENDERSONVILLE	NC	28791	P	101389	Personal Prop.	2017	932	$21.37	$0.00	$0.00	$0.00	$21.37
STEVENS, ELIZABETH NICHOLE	2744 FAUDREE RD	APT 11201	ODESSA	TX	79765-8535	P	101390	Personal Prop.	2017	933	$5.69	$0.00	$0.00	$0.00	$5.69
MCWHORTER, RICKEY	212 SPRING ST		HENDERSONVILLE	NC	28739	P	101392	Personal Prop.	2017	935	$21.04	$0.00	$0.00	$0.00	$21.04
THOMPSON, HOMER	707 DUNCAN HILL RD	TRLR 2	HENDERSONVILLE	NC	28792-2776	P	101393	Personal Prop.	2017	936	$51.70	$0.00	$0.00	$0.00	$51.70
FLEMING, JAMES AUGUST JR	320 TAYLOR ST		HENDERSONVILLE	NC	28739-4716	P	101394	Personal Prop.	2017	937	$22.33	$0.00	$0.00	$0.00	$22.33
GONZALEZ, CARMEN	34 DICKENS LN		HENDERSONVILLE	NC	28739	P	101395	Personal Prop.	2017	938	$25.33	$0.00	$0.00	$0.00	$25.33
GBS BUILDING SUPPLY INC	507 DUNCAN HILL RD		HENDERSONVLLE	NC	28792-2720	P	101403	Personal Prop.	2017	946	$110.90	$0.00	$0.00	$0.00	$110.90
ORDONEZ, JOSE LUIS CERA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	101412	Personal Prop.	2017	955	$21.20	$0.00	$0.00	$0.00	$21.20
RODRIQUEZ, ISMAEL	610 BROOKLYN AVE LOT 8		HENDERSONVILLE	NC	28792	P	101414	Personal Prop.	2017	957	$10.86	$0.00	$0.00	$0.00	$10.86
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	101422	Personal Prop.	2017	965	$46.06	$0.00	$0.00	$0.00	$46.06
OSORNIO-REYES, ARTURO	610 BROOKLYN AVE	LOT 1	HENDERSONVILLE	NC	28792	P	101423	Personal Prop.	2017	966	$7.24	$0.00	$0.00	$0.00	$7.24
MONTOYA, JOSE	180 PRIVETTE RD SW		MARIETTA	GA	30008-4342	P	101425	Personal Prop.	2017	968	$6.20	$0.00	$0.00	$0.00	$6.20
GARCIA, GEMA GARCIA	138 KRISTILIA LN		HENDERSONVLLE	NC	28739-6553	P	101431	Personal Prop.	2017	974	$15.51	$0.00	$0.00	$0.00	$15.51
CLAYSTONE, LLC	20 HANNAH GRACE WAY		HENDERSONVILLE	NC	28792	P	101435	Personal Prop.	2017	978	$11.37	$0.00	$0.00	($1.79)	$13.16
CRUZ, VENANCIO ELISEO	505 GREENTREE LANE		HENDERSONVILLE	NC	28739-5207	P	101450	Personal Prop.	2017	993	$15.48	$0.00	$0.00	$0.00	$15.48
BRITTAIN, FREDA	154 OTTER TAIL LN		HENDERSONVILLE	NC	28792-6858	P	101455	Personal Prop.	2017	998	$30.55	$0.00	$0.00	$0.00	$30.55
SKYLINE LOGISTICS LLC	1021 7TH AVE E		HENDERSONVILLE	NC	28792-2605	P	101463	Personal Prop.	2017	1006	$16.94	$0.00	$0.00	$0.00	$16.94
HVILLE DEPARTMENTS 991/994/957	PO BOX 27131		RALEIGH	NC	27611-7131	P	101465	Personal Prop.	2017	1008	$3,894.67	$0.00	$0.00	$0.00	$3,894.67
J WARD GROUP INC	2315 ASHEVILLE HWY STE 45		HENDERSONVLLE	NC	28791-1561	P	101478	Personal Prop.	2017	1021	$182.28	$0.00	$0.00	$0.00	$182.28
CAFE ENTERPRISES, INC	4324 WADE HAMPTON BLVD STE B		TAYLORS	SC	29687-2243	P	101482	Personal Prop.	2017	1025	$1,754.97	$0.00	$0.00	$33.69	$1,721.28
EDUCATIONAL TRAVEL CONSULTANTS	915 HOLLY KNOLL DR		ANDERSON	SC	29626	P	101505	Personal Prop.	2017	1047	$288.14	$0.00	$0.00	$0.00	$288.14
SITTON, THOMAS L	124 DANA RD		HENDERSONVILLE	NC	28792	P	101508	Personal Prop.	2017	1050	$14.63	$0.00	$0.00	$0.00	$14.63
COOL BEANS COFFEE	1197 GREENVILLE HWY	STE 12	HENDERSONVILLE	NC	28792	P	101525	Personal Prop.	2017	1067	$250.23	$0.00	$0.00	$0.00	$250.23
FOUR SEASONS CHRISTMAS GARDEN DEC	SHERRY SCHMIDT	127 FOXWOOD DR	HENDERSONVLLE	NC	28791-8504	P	101555	Personal Prop.	2017	1095	$9.31	$0.00	$0.00	$0.00	$9.31
ZENITH PRODUCTS CORPORATION	ATTEN: TOM DELLAFRANCO	400 LUKENS DR	NEW CASTLE	DE	19720-2728	P	101585	Personal Prop.	2017	1123	$230.20	$0.00	$0.00	$223.29	$6.91
ALARCON, HECTOR	C/O TECATE MEXICAN GRILL	888 SPARTANBURG HWY	HENDERSONVLLE	NC	28792-5768	P	101586	Personal Prop.	2017	1124	$1,354.33	$0.00	$0.00	$0.00	$1,354.33
SONVICK INC	2546 CHIMNEY ROCK RD		HENDERSONVLLE,	NC	28792-9181	P	101599	Personal Prop.	2017	1135	$743.42	$0.00	$0.00	$0.00	$743.42
DLP CARDIAC PARTNERS LLC	C/O LPNT	PO BOX 282308	NASHVILLE	TN	37228	P	101631	Personal Prop.	2017	1163	$3,819.14	$0.00	$0.00	$3,790.50	$28.64
VERGARA, FORTINA GUADARRAMA	810 S GROVE ST		HENDERSONVILLE	NC	28792	P	101640	Personal Prop.	2017	1169	$318.01	$0.00	$0.00	$0.00	$318.01
ELITE REPEAT BOUTIQUE INC	ATTN: TIFFANY ERVIN	178 FOUR SEASONS MALL	HENDERSONVLLE	NC	28792-2878	P	101681	Personal Prop.	2017	1208	$16.56	$0.00	$0.00	$0.00	$16.56
JAMES, CELESTE TURVIN	638 SPARTANBURG HWY	SUITE 70-309	HENDERSONVILLE	NC	28792-5910	P	101719	Personal Prop.	2017	1223	$5.59	$0.00	$0.00	$0.00	$5.59
VELASQUEZ, PEDRO	1615 BROOKLYN AVE #88		HENDERSONVILLE	NC	28792	P	101724	Personal Prop.	2017	1228	$19.13	$0.00	$0.00	$0.00	$19.13
WADDELL, KENRIC A	63 IVY LN		HENDERSONVLLE,	NC	28792-2565	P	101726	Personal Prop.	2017	1230	$17.58	$0.00	$0.00	$0.00	$17.58
WRAY, MAURY	260 BALLANTYNE COMMON CIR APT		HENDERSONVILLE	NC	28792-7349	P	101731	Personal Prop.	2017	1235	$18.53	$0.00	$0.00	$0.00	$18.53
PARKHILL, PATRICK EARLE	526 EHRINGHAUS ST		HENDERSONVLLE	NC	28739-4118	P	101739	Personal Prop.	2017	1243	$63.80	$0.00	$0.00	$0.00	$63.80
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	101740	Personal Prop.	2017	1244	$11.37	$0.00	$0.00	$0.00	$11.37
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	P	101747	Personal Prop.	2017	1251	$67.21	$0.00	$0.00	$0.00	$67.21
RUFF, DOROTHY WILLIAMS	91 OTTER TAIL LN #18		HENDERSONVILLE	NC	28792	P	101757	Personal Prop.	2017	1261	$13.96	$0.00	$0.00	$0.00	$13.96
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	101765	Personal Prop.	2017	1269	$13.44	$0.00	$0.00	$0.00	$13.44
SMITH, SCOTT JEFFREY	66 EASTBURY DR		HENDERSONVILLE	NC	28792-2679	P	101767	Personal Prop.	2017	1271	$17.41	$0.00	$0.00	$0.00	$17.41
MILHOLEN, JAMES EDWARD	26 CRAIG DR		HENDERSONVILLE	NC	28739	P	101771	Personal Prop.	2017	1275	$15.87	$0.00	$0.00	$0.00	$15.87
HADDAD, EDWARD	41 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	101773	Personal Prop.	2017	1277	$14.48	$0.00	$0.00	$0.00	$14.48
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	P	101776	Personal Prop.	2017	1280	$34.12	$0.00	$0.00	$0.00	$34.12
WOODRING, STEVEN DOUGLAS	432 COURTLAND BLVD		HENDERSONVILLE	NC	28791	P	101782	Personal Prop.	2017	1286	$11.28	$0.00	$0.00	$0.00	$11.28
GUILLERMO, LEON C	26 CHRISTIAN LN		HENDERSONVILLE	NC	28792	P	101790	Personal Prop.	2017	1294	$62.04	$0.00	$0.00	$0.00	$62.04
SLACHCIAK, GEORGINA M	180 JOURNEY LN		HENDERSONVILLE	NC	28792	P	101793	Personal Prop.	2017	1297	$10.76	$0.00	$0.00	$0.00	$10.76
ADAMS, ROBERT WHITING JR	1207 WILLOW RD		HENDERSONVILLE	NC	28739-5645	P	101794	Personal Prop.	2017	1298	$4.92	$0.00	$0.00	$0.00	$4.92
GENERAL WIRELESS OPERATIONS INC	300 RADIOSHACK CIRCLE, TAX DEP		FORT WORTH	TX	76102	P	101804	Personal Prop.	2017	1308	$235.55	$0.00	$0.00	$0.00	$235.55
BOJ OF WNC LLC	131 GLENN BRIDGE RD		ARDEN	NC	28704	P	101805	Personal Prop.	2017	1309	$1,135.51	$0.00	$0.00	$1,112.80	$22.71
BOJ OF WNC LLC	131 GLENN BRIDGE RD		ARDEN	NC	28704	P	101823	Personal Prop.	2017	1324	$981.46	$0.00	$0.00	$961.83	$19.63
PF HENDERSONVILLE	PO BOX R		BELMONT	NC	28012	P	101831	Personal Prop.	2017	1331	$9,847.90	$0.00	$0.00	$9,844.94	$2.96
PARSON INSURANCE AGENCY INC	300 BENJAMIN WAY		HENDERSONVILLE	NC	28792	P	101838	Personal Prop.	2017	1337	$42.81	$0.00	$0.00	$0.00	$42.81
RANDOLPH C ROMEO-ATTORNEY	136 S KING ST		HENDERSONVLLE,	NC	28792-5087	P	101850	Personal Prop.	2017	1349	$168.99	$0.00	$0.00	$0.00	$168.99
DAY, ANTHONY	1317 GILLIAM ROAD, UNIT 4		HENDERSONVILLE	NC	28792	P	101860	Personal Prop.	2017	1359	$24.11	$0.00	$0.00	$0.00	$24.11
CARDINAL CARE INC	1400 CENTREPARK BLVD	SUITE 810	WEST PALM BEACH	FL	33401	P	101874	Personal Prop.	2017	1372	$1,241.27	$0.00	$0.00	$0.00	$1,241.27
CIGARETTE DEPOT INC	671 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	101910	Personal Prop.	2017	1407	$83.79	$0.00	$0.00	$0.00	$83.79
DISH GIRL LLC	100 6TH AVE E		HENDERSONVILLE	NC	28792	P	101953	Personal Prop.	2017	1448	$12.54	$0.00	$0.00	$0.00	$12.54
BRANTLEY BUILDERS INC	256 CLASSIC OAKS CIRCLE		HENDERSONVLLE	NC	28793	P	101954	Personal Prop.	2017	1449	$26.73	$0.00	$0.00	$0.00	$26.73
BURRELL, KIM	POP'S DINER	800 N MAIN ST	HENDERSONVILLE	NC	28792-5050	P	101962	Personal Prop.	2017	1457	$784.19	$0.00	$0.00	$0.00	$784.19
WESTLAND GROUP INC.	205 WHITE OAK DR		HENDERSONVILLE	NC	28791	P	101965	Personal Prop.	2017	1460	$1,008.07	$0.00	$0.00	$0.00	$1,008.07
SHEAR MAGNOLIAS SALON	350 CHADWICK AVE SUITE 100		HENDERSONVILLE	NC	28792-5771	P	101969	Personal Prop.	2017	1464	$416.13	$0.00	$0.00	$0.00	$416.13
MAJEBE, MARY CISSY	369 MONTFORD AVE		ASHEVILLE	NC	28801-1051	P	101971	Personal Prop.	2017	1466	$19.51	$0.00	$0.00	$0.00	$19.51
SWEET GYPSY COFFEE INC	DAVID GRAJEK	508 TOWNSEND RD	HENDERSONVILLE	NC	28792	P	102001	Personal Prop.	2017	1496	$300.28	$0.00	$0.00	$0.00	$300.28
HIGI SH LLC	100 S WACLER DR. STE 1600		CHICAGO	IL	60606	P	102005	Personal Prop.	2017	1500	$59.26	$0.00	$0.00	$0.00	$59.26
RICKER, WILLIAM DOUGLAS	199 RIDGE FIELD DR		HENDERSONVILLE	NC	28792	P	102017	Personal Prop.	2017	1512	$44.47	$0.00	$0.00	$42.48	$1.99
RADCLIFFE, RICHARD	C/O DAVID KENDALL	21 WINNERS CIRCLE	TRYON	NC	28782	P	102040	Personal Prop.	2017	1520	$31.02	$0.00	$0.00	$0.00	$31.02

VELAZQUEZ, BERTIN	615 BROOKLYN AVE LOT 21		HENDERSONVILLE	NC	28792	P	102044	Personal Prop.	2017	1524	$25.85	$0.00	$0.00	$0.00	$25.85
PRICE, ROBERT BRIAN	1220 N MAIN ST		HENDERSONVLLE,	NC	28792-2529	P	102054	Personal Prop.	2017	1534	$7.76	$0.00	$0.00	$0.00	$7.76
SUMMEY, REGINALD MICHAEL	707 DUNCAN HILL RD TRLR 7		HENDERSONVLLE	NC	28792-2725	P	102056	Personal Prop.	2017	1536	$14.27	$0.00	$0.00	$0.00	$14.27
GRAVES, JOYCE	422 S MAIN ST		HENDERSONVILLE	NC	28792-5304	P	102059	Personal Prop.	2017	1539	$164.03	$0.00	$0.00	$162.80	$1.23
PABST, JAMES ALEXANDER	PO BOX 294		MERLIN	OK	97532	P	102061	Personal Prop.	2017	1541	$11.26	$0.00	$0.00	$0.00	$11.26
LEVITT, LAWRENCE	826 4TH AVE W		HENDERSONVLLE	NC	28739-4828	P	102062	Personal Prop.	2017	1542	$19.15	$0.00	$0.00	$0.00	$19.15
NEILL, SAMUEL D	60 CALEDONIA RD APT 113		ASHEVILLE	NC	28803-0906	P	102070	Personal Prop.	2017	1550	$20.74	$0.00	$0.00	$0.00	$20.74
CHAPEL-HORST, SUKA JO	638 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	102080	Personal Prop.	2017	1560	$20.09	$0.00	$0.00	$0.00	$20.09
COX, ELBERT EUGENE JR	3200 BERWICK DR, APT 2		DUNCAN	SC	29334	P	102081	Personal Prop.	2017	1561	$7.03	$0.00	$0.00	$0.00	$7.03
LEDESMA, JAIME	707 DUNCAN HILL RD #10		HENDERSONVILLE	NC	28792	P	102088	Personal Prop.	2017	1568	$10.86	$0.00	$0.00	$0.00	$10.86
ESTRADA, BRENDA	610 BROOKLYN AVE LOT 15B		HENDERSONVILLE	NC	28792	P	102092	Personal Prop.	2017	1572	$9.40	$0.00	$0.00	$0.00	$9.40
CARRASCO, MICHELLE	38 DIXIE TRAILS LN		HENDERSONVLLE,	NC	28792-6882	P	102093	Personal Prop.	2017	1573	$20.68	$0.00	$0.00	$0.00	$20.68
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102102	Personal Prop.	2017	1582	$7.52	$0.00	$0.00	$0.00	$7.52
CARRASCO, MICHELLE RAMOS	610 BROOKLYN AVE LOT 16		HENDERSONVILLE	NC	28792	P	102103	Personal Prop.	2017	1583	$24.56	$0.00	$0.00	$0.00	$24.56
WHITE, L	PO BOX 685		FLETCHER	NC	28732	P	102104	Personal Prop.	2017	1584	$9.80	$0.00	$0.00	$0.00	$9.80
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102109	Personal Prop.	2017	1589	$6.11	$0.00	$0.00	$0.00	$6.11
SOUTHERN ATHLETICS	401 BALLANTYNE COMMON CIR	APT 303	HENDERSONVILLE	NC	28792	P	102117	Personal Prop.	2017	1597	$24.56	$0.00	$0.00	$0.00	$24.56
BONAIRE MOTEL	1201 GREENVILLE HWY		HENDERSONVLLE	NC	28792-6207	P	102127	Personal Prop.	2017	1607	$697.95	$0.00	$0.00	$692.71	$5.24
JARVIS, JACOB DANIEL	99 POLARIS DR		SALUDA	NC	28773-8694	P	102135	Personal Prop.	2017	1614	$6.82	$0.00	$0.00	$0.00	$6.82
AKS FITNESS INC.	ATTN: KEVIN HOOVER	P O BOX 975	FLETCHER	NC	28732-0975	P	102155	Personal Prop.	2017	1632	$369.58	$0.00	$0.00	$366.81	$2.77
TIRE COUNTRY OF HVILLE INC	432 KANUGA RD		HENDERSONVLLE	NC	28739-5224	P	102160	Personal Prop.	2017	1636	$543.11	$0.00	$0.00	$0.00	$543.11
JARVIS, CHRISTOPHER JAMES	826 DALE ST		HENDERSONVILLE,	NC	287395102	P	102163	Personal Prop.	2017	1638	$24.76	$0.00	$0.00	$0.00	$24.76
HEATHERLY, ANGELA	16 TOWNE PLACE DR		HENDERSONVILLE	NC	28792	P	102176	Personal Prop.	2017	1650	$15.68	$0.00	$0.00	$0.00	$15.68
AARON'S INC.	P.O. BOX 2437		SMYRNA	GA	30081-2437	P	102182	Personal Prop.	2017	1656	$3,453.51	$0.00	$0.00	$0.00	$3,453.51
CARDINAL CARE INC	1400 CENTREPARK BLVD	SUITE 810	WEST PALM BEACH	FL	33401	P	102199	Personal Prop.	2017	1669	$491.12	$0.00	$0.00	$0.00	$491.12
AMERI QUIPT OF N C INC	3325 BARTLETT RD		ORLANDO	FL	32811	P	102211	Personal Prop.	2017	1681	$2,638.72	$0.00	$0.00	$2,599.15	$39.57
MEZZULANA PIZZA COMPANY	226 N MAIN STREET		HENDERSONVLLE	NC	28792-5069	P	102216	Personal Prop.	2017	1686	$582.21	$0.00	$0.00	$0.00	$582.21
ACE HARDWARE HENDERSONVILLE	ATTN: GREG PAUL	911 GREENVILLE HWY	HENDERSONVLLE	NC	28792-5728	P	102233	Personal Prop.	2017	1703	$228.38	$0.00	$0.00	$226.66	$1.72
ISLE OF SKY CHIROPRACTIC	1534 HAYWOOD RD		HENDERSONVILLE	NC	28791-2338	P	102238	Personal Prop.	2017	1708	$16.51	$0.00	$0.00	$0.00	$16.51
MOXIE SALON & SPA	224 S GROVE ST STE A		HENDERSONVLLE,	NC	28792-5067	P	102241	Personal Prop.	2017	1711	$137.31	$0.00	$0.00	$136.28	$1.03
ADVENT HOME OXYGEN	2015 ASHEVILLE HWY		HENDERSONVILLE	NC	28791-2111	P	102242	Personal Prop.	2017	1712	$11.00	$0.00	$0.00	$0.00	$11.00
MOUNTAIN SKY CORPORATION INC	825 SPARTANBURG HWY STE 15		HENDERSONVLLE,	NC	28792-4770	P	102248	Personal Prop.	2017	1718	$203.02	$0.00	$0.00	$0.00	$203.02
CFV INC	449 N MAIN ST		HENDERSONVLLE	NC	28792-4903	P	102251	Personal Prop.	2017	1721	$593.01	$0.00	$0.00	$0.00	$593.01
HARPER, WILLIAM	1108 SPARTANBURG HWY		HENDERSONVILLE	NC	28792-5825	P	102278	Personal Prop.	2017	1748	$54.29	$0.00	$0.00	$0.00	$54.29
ADB BLYTHE, INC	P O BOX 6531		HENDERSONVILLE	NC	28793-6531	P	102311	Personal Prop.	2017	1781	$570.15	$0.00	$0.00	$0.00	$570.15
RIDDLE CONST CO INC	732 JONESBOROUGH ST		HENDERSONVLLE	NC	28739-5267	P	102312	Personal Prop.	2017	1782	$238.35	$0.00	$0.00	$236.56	$1.79
INOGEN	C/O	MARVIN F POER AND COMPANY	DALLAS	TX	75380-2206	P	102320	Personal Prop.	2017	1790	$9.39	$0.00	$0.85	$0.00	$8.54
SIGNITURE SIGNS	76 UPWARD RD		E FLAT ROCK,	NC	28726-2058	P	102344	Personal Prop.	2017	1813	$293.55	$0.00	$0.00	$0.00	$293.55
VAPE ON	2560 CHIMNEY ROCK RD		HENDERSONVILLE	NC	28792	P	102485	Personal Prop.	2017	1000012	$28.20	$0.00	$0.00	$0.00	$28.20
DADDY D'S SUBER SOULFOOD	411 7TH AVE E		HENDERSONVILLE	NC	28792	P	102735	Personal Prop.	2017	1000017	$604.54	$0.00	$575.85	$0.00	$28.69
GATEAUX, LLC	LINDSAY CROMARTIE	801 INDIAN HILL RD	HENDERSONVILLE	NC	28791-1827	P	103245	Personal Prop.	2017	1000008	$165.31	$0.00	$49.59	$0.00	$115.72
LUX SALON, LLC	CHRISTINE CARVER	409 7TH AVE	HENDERSONVILLE	NC	28792-3707	P	103246	Personal Prop.	2017	1000011	$250.74	$0.00	$203.58	$0.00	$47.16
PARLOUR 232	232 KANUGA ROAD		HENDERSONVILLE	NC	28739	P	103627	Personal Prop.	2017	1000013	$102.55	$0.00	$0.00	$0.00	$102.55
BURGERWORX	638 SPARTANBURG HWY, STE 10		HENDERSONVILLE	NC	28792	P	103662	Personal Prop.	2017	1000020	$668.53	$0.00	$0.00	$0.00	$668.53
DETOURS	520 OLD HWY 64		ETOWAH	NC	28729	P	103799	Personal Prop.	2017	1000001	$428.65	$0.00	$0.00	$0.00	$428.65
RELEVE PERFORMING ARTS CENTER, LLC	JAMIE PEELER OSTEEN	2314 ASHEVILLE HWY	HENDERSONVILLE	NC	28791-1777	P	103943	Personal Prop.	2017	1000010	$178.64	$0.00	$0.00	$0.00	$178.64
MARY'S BURRITOS	1971 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	103995	Personal Prop.	2017	1000018	$458.51	$0.00	$411.89	$0.00	$46.62
JOEY'S NEW YORK BAGELS, INC.	1500 HAYWOOD RD		HENDERSONVILLE	NC	28791	P	103998	Personal Prop.	2017	1000016	$1,554.12	$0.00	$55.30	$0.00	$1,498.82
HEN DOUGH LLC	668 BLYTHE ST		HENDERSONVILLE	NC	28739	P	104047	Personal Prop.	2017	1000015	$34.60	$0.00	$0.00	$0.00	$34.60
THE DUGOUT SPORTS BAR & GRILL	430 N MAIN ST		HENDERSONVILLE	NC	28792	P	104173	Personal Prop.	2017	1000019	$1,352.72	$0.00	$0.00	$0.00	$1,352.72
SOHO NAIL SPA	638 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104538	Personal Prop.	2017	1000004	$182.14	$0.00	$0.00	$0.00	$182.14
PACO'S CUSTOM TILE & STONE, INC.	2560 CHIMNEY ROCK RD STE F		HENDERSONVILLE	NC	28792	P	104539	Personal Prop.	2017	1000005	$211.57	$0.00	$0.00	$0.00	$211.57
BUILDINGS R US	2022 SPARTANBURG HWY		EAST FLAT ROCK	NC	28726	P	104548	Personal Prop.	2017	1000021	$2.72	$0.00	$0.00	$2.42	$0.30
CAROLINA STORAGE SOLUTIONS LLC	2327 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104549	Personal Prop.	2017	1000022	$34.98	$0.00	$0.00	$0.00	$34.98
4 WAY AUTO SALES	1255 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104550	Personal Prop.	2017	1000023	$31.87	$0.00	$0.00	$0.00	$31.87
CANDO AUTO SALES	1516 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104551	Personal Prop.	2017	1000024	$31.87	$0.00	$0.00	$0.00	$31.87
RED MOUNTAIN LANDSCAPES	321 S WASHINGTON ST		HENDERSONVILLE	NC	28739	P	104556	Personal Prop.	2017	1000027	$88.49	$0.00	$0.00	$75.91	$12.58
SOUTHERN CHICKS MARKET	1630 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104558	Personal Prop.	2017	1000029	$92.40	$0.00	$0.00	$0.00	$92.40
DANCE ETC	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	104562	Personal Prop.	2017	1000030	$114.38	$0.00	$0.00	$0.00	$114.38
WGLA ENGINEERING	724 5TH AVE W		HENDERSONVILLE	NC	28792	P	104566	Personal Prop.	2017	1000034	$421.92	$0.00	$0.00	$0.00	$421.92
TONY'S AUTO REPAIR	114 STATON AVE		HENDERSONVILLE	NC	28792	P	104569	Personal Prop.	2017	1000037	$419.44	$0.00	$0.00	$0.00	$419.44
MIMI'S MOUNTAIN MIXES	120 CHADWICK AVE	STE 17	HENDERSONVILLE	NC	28792	P	104572	Personal Prop.	2017	1000039	$5.70	$0.00	$0.00	$0.00	$5.70
BLUE RIDGE PHARMACY, INC.	ROBERT D. CLAYTON	600 CAROLINA VILLAGE RD STE Z	HENDERSONVILLE	NC	28792-2892	P	104591	Personal Prop.	2017	1000041	$123.24	$0.00	$0.00	$0.00	$123.24
BLUE RIDGE RETIREMENT	ATTN: STEPHANIE BROWN	1000 W ALLEN ST	HENDERSONVILLE	NC	28792	P	104592	Personal Prop.	2017	1000042	$374.83	$0.00	$0.00	$0.00	$374.83
MOUNTAIN APPLIANCES	223 DUNCAN HILL RD		HENDERSONVILLE	NC	28792	P	104594	Personal Prop.	2017	1000044	$143.82	$0.00	$0.00	$0.00	$143.82
OAK HAVEN APARTMENTS LIMITED PARTI	602 KANUGA RD		HENDERSONVILLE	NC	28739	P	104595	Personal Prop.	2017	1000045	$236.75	$0.00	$0.00	$0.00	$236.75
THE BREWERY EXPERIENCE	660 BRITTON CREEK DR		HENDERSONVILLE	NC	28791	P	104597	Personal Prop.	2017	1000046	$20.59	$0.00	$16.79	$0.00	$3.80
CHILDREN'S WORLD CENTER, INC.	814 N OAK ST		HENDERSONVILLE	NC	28791	P	104598	Personal Prop.	2017	1000047	$171.18	$0.00	$117.69	$0.00	$53.49
MICHAEL & MANETTE TREXLER DBA DOW	511 CRESTWOOD RD		HENDERSONVILLE	NC	28739	P	104601	Personal Prop.	2017	1000050	$130.31	$0.00	$0.00	$0.00	$130.31
HIGH CALIBER CUSTOM TATTOOS	2024 ASHEVILLE WHY	SUITE C	HENDERSONVILLE	NC	28791	P	104605	Personal Prop.	2017	1000052	$9.90	$0.00	$0.00	$0.00	$9.90
SUPERIOR COMFORT SYSTEMS	1402 7TH AVE E		HENDERSONVILLE	NC	28792	P	104608	Personal Prop.	2017	1000055	$325.44	$0.00	$0.00	$0.00	$325.44
STEPS TO HOPE ACADEMY, LLC	205 THOMPSON ST		HENDERSONVILLE	NC	28792	P	104609	Personal Prop.	2017	1000056	$284.88	$0.00	$0.00	$0.00	$284.88
MATTRESS MAN	1900 FOUR SEASONS BLVD		HENDERSONVILLE	NC	28792	P	104615	Personal Prop.	2017	1000060	$285.38	$0.00	$0.00	$0.00	$285.38
FREEBURG PIANOS	2314 ASHEVILLE HWY #D&E		HENDERSONVILLE	NC	28791	P	104618	Personal Prop.	2017	1000063	$71.15	$0.00	$0.00	$0.00	$71.15
MITTEN VAPORS	2024 ASHEVILLE HWY	SUITE F	HENDERSONVILLE	NC	28791	P	104619	Personal Prop.	2017	1000064	$28.20	$0.00	$0.00	$0.00	$28.20
HEARTLAND HARPS AND MUSIC	713 RAY AVE.		HENDERSONVILLE	NC	28792	P	104621	Personal Prop.	2017	1000066	$186.52	$0.00	$0.00	$0.00	$186.52
THE BAKER'S BOX	430 KANUGA RD		HENDERSONVILLE	NC	28739	P	104624	Personal Prop.	2017	1000068	$58.42	$0.00	$0.00	$0.00	$58.42
SANCTUARY BREWING COMPANY, LLC	147 1ST AVE E		HENDERSONVILLE	NC	28739	P	104625	Personal Prop.	2017	1000069	$387.04	$0.00	$168.44	$0.00	$218.60
VILLAGE GREEN ANTIQUE MALL	424 N MAIN ST		HENDERSONVILLE	NC	28792	P	104626	Personal Prop.	2017	1000070	$7.52	$0.00	$0.00	$0.00	$7.52
COLLINS AUTO SALES & DETAIL	544 S GROVE ST		HENDERSONVILLE	NC	28792	P	104627	Personal Prop.	2017	1000071	$118.75	$0.00	$0.00	$0.00	$118.75

ALL ABOUT GUTTERS, INC	96 GRIST MILL DR		HENDERSONVILLE	NC	28739	P	104628	Personal Prop.	2017	1000072	$55.88	$0.00	$0.00	$0.00	$55.88
SHARA'S CAKES	25 S SUNBERRY TRL		FLETCHER	NC	28732	P	104629	Personal Prop.	2017	1000073	$57.34	$0.00	$54.02	$0.00	$3.32
MEZZULANA PIZZA COMPANY	226 N MAIN STREET		HENDERSONVLLE	NC	28792-5069	P	102348	Personal Prop.	2018	1	$717.29	$0.00	$0.00	$0.00	$717.29
RAY, MARK	620 N MAIN ST		HENDERSONVILLE	NC	28792	P	102370	Personal Prop.	2018	23	$328.24	$0.00	$0.00	$0.00	$328.24
EXECUTIVE AUTO DETAILING	507 7TH AVE E		HENDERSONVILLE	NC	28792	P	102373	Personal Prop.	2018	26	$173.92	$0.00	$0.00	$0.00	$173.92
PETTY, J V	214 OLD CHIMNEY ROCK ROAD		HENDERSONVILLE	NC	28792-9320	P	102382	Personal Prop.	2018	35	$9.31	$0.00	$0.00	$0.00	$9.31
BECK, ELIZABETH	820 DALE ST		HENDERSONVILLE	NC	28739	P	102383	Personal Prop.	2018	36	$31.13	$0.00	$0.00	$0.00	$31.13
MOORE, ENANUEL	BLYTHE ST RD	PO BOX 382 EDNEYVILLE 2872703				P	102384	Personal Prop.	2018	37	$2.70	$0.00	$0.00	$0.00	$2.70
MCWHORTER, RICKEY	212 SPRING ST		HENDERSONVILLE	NC	28739	P	102385	Personal Prop.	2018	38	$21.02	$0.00	$0.00	$0.00	$21.02
WELLS, DEBRA	2736 LAND HBR		NEWLAND	NC	28657	P	102388	Personal Prop.	2018	41	$21.02	$0.00	$0.00	$0.00	$21.02
PABST, JAMES ALEXANDER	PO BOX 294		MERLIN	OK	97532	P	102389	Personal Prop.	2018	42	$11.23	$0.00	$0.00	$0.00	$11.23
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE,	NC	28739-7189	P	102390	Personal Prop.	2018	43	$8.76	$0.00	$0.00	$0.00	$8.76
ISLAS, ALEJANDRO	707 DUNCAN HILL RD		HENDERSONVILLE	NC	28792-2776	P	102391	Personal Prop.	2018	44	$24.50	$0.00	$0.00	$0.00	$24.50
DUCKWORTH, ANITA GASSNER	2443 OVERSEAS HWY		MARATHON	FL	33050-2246	P	102392	Personal Prop.	2018	45	$60.91	$0.00	$0.00	$0.00	$60.91
MENDIETA, PEDRO VELAZQUEZ	35 OTTER TAIL LN		HENDERSONVILLE	NC	28792	P	102393	Personal Prop.	2018	46	$32.88	$0.00	$0.00	$0.00	$32.88
GONZALEZ, MIGUEL ANGEL	PO BOX 903		FLAT ROCK,	NC	287310903	P	102395	Personal Prop.	2018	48	$24.79	$0.00	$0.00	$0.00	$24.79
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102396	Personal Prop.	2018	49	$67.13	$0.00	$0.00	$0.00	$67.13
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102397	Personal Prop.	2018	50	$25.48	$0.00	$0.00	$0.00	$25.48
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102398	Personal Prop.	2018	51	$37.73	$0.00	$0.00	$0.00	$37.73
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102399	Personal Prop.	2018	52	$53.41	$0.00	$0.00	$0.00	$53.41
HOUCK, KENNETH L	1533 HAYWOOD RD		HENDERSONVLLE	NC	28791-2349	P	102404	Personal Prop.	2018	57	$2.70	$0.00	$0.00	$0.00	$2.70
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102412	Personal Prop.	2018	65	$48.02	$0.00	$0.00	$0.00	$48.02
ARITA, MARIATELA	1954 CAMBRIDGE DR		HENDERSONVLLE	NC	28792-6606	P	102420	Personal Prop.	2018	73	$32.34	$0.00	$0.00	$0.00	$32.34
JACK BRYSON	PO BOX 63		HENDERSONVILLE	NC	28793	P	102421	Personal Prop.	2018	74	$46.61	$0.00	$0.00	$0.00	$46.61
BAILES, JAMES PARKERSON III	1512 E DOWNING ST		HENDERSONVILLE,	NC	287926319	P	102424	Personal Prop.	2018	77	$22.64	$0.00	$0.00	$0.00	$22.64
GARCIA, GEMA GARCIA	138 KRISTILIA LN		HENDERSONVLLE	NC	28739-6553	P	102427	Personal Prop.	2018	80	$16.17	$0.00	$0.00	$0.00	$16.17
ESTRADA, ZENAIDA	1201 N 19TH TERRACE		IMMOKALEE	FL	34142	P	102429	Personal Prop.	2018	82	$13.48	$0.00	$0.00	$0.00	$13.48
SANCHEZ, ANDRE TELLEZ	7 DOVETREE LN		HENDERSONVLLE,	NC	28739-6549	P	102430	Personal Prop.	2018	83	$34.50	$0.00	$0.00	$0.00	$34.50
GONZALES, FELIPE PANCHERO	610 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6881	P	102432	Personal Prop.	2018	85	$12.94	$0.00	$0.00	$0.00	$12.94
GONZALEZ, MIGUEL A	PO BOX 903		FLAT ROCK	NC	28731-0903	P	102436	Personal Prop.	2018	89	$6.47	$0.00	$0.00	$0.00	$6.47
BUTLER, CAROL CHAPMAN	22 OAK PATH LN		HENDERSONVLLE,	NC	287397184	P	102440	Personal Prop.	2018	93	$14.55	$0.00	$0.00	$0.00	$14.55
BABER, LARRY GENE	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	102442	Personal Prop.	2018	95	$16.71	$0.00	$0.00	$0.00	$16.71
BABER, LARRY GENE	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	102443	Personal Prop.	2018	96	$10.24	$0.00	$0.00	$0.00	$10.24
BAGWELL, DONALD RICHARD	121 NAPLE RD, UNTI 34		NAPLES	NC	28760	P	102454	Personal Prop.	2018	107	$10.24	$0.00	$0.00	$0.00	$10.24
AIKEN, PAUL EDWARD	14024 HIWASSEE ROAD		HUNTERSVILLE	NC	28078	P	102457	Personal Prop.	2018	110	$26.95	$0.00	$0.00	$0.00	$26.95
MORGAN, STEPHANIE KYLE	PO BOX 1082		HENDERSONVILLE,	NC	287931082	P	102458	Personal Prop.	2018	111	$1.50	$0.00	$0.00	$0.00	$1.50
MANTZ, HENRY	3910 LOCUST HILL ROAD		TAYLORS	SC	29687	P	102459	Personal Prop.	2018	112	$8.60	$0.00	$0.00	$0.00	$8.60
MCMANUS, JACQUELINE WHELCHEL	PO BOX 263		FLAT ROCK	NC	28731	P	102460	Personal Prop.	2018	113	$1.06	$0.00	$0.00	$0.00	$1.06
EWING, ROY	455 CANE CREEK RD		FLETCHER	NC	28732	P	102461	Personal Prop.	2018	114	$9.80	$0.00	$0.00	$0.00	$9.80
PAYNE, SAMUEL E	1231 KIRKLAND RD		LUGOFF	SC	29878	P	102462	Personal Prop.	2018	115	$9.41	$0.00	$0.00	$0.00	$9.41
CARR, SABINA H	38 HUNTINGTON RD NE		ATLANTA	GA	30309	P	102463	Personal Prop.	2018	116	$9.32	$0.00	$0.00	$0.00	$9.32
CARRASCO, MICHELLE RAMOS	610 BROOKLYN AVE LOT 16		HENDERSONVILLE	NC	28792	P	102471	Personal Prop.	2018	124	$23.30	$0.00	$0.00	$0.00	$23.30
WHITE, L	PO BOX 685		FLETCHER	NC	28732	P	102472	Personal Prop.	2018	125	$7.72	$0.00	$0.00	$0.00	$7.72
GUILLERMO, LEON C	26 CHRISTIAN LN		HENDERSONVILLE	NC	28792	P	102473	Personal Prop.	2018	126	$64.68	$0.00	$0.00	$0.00	$64.68
RODRIGUEZ, RICHARD JAMES	305 CHADWICK SQUARE CT	APT D	HENDERSONVILLE,	NC	287393227	P	102478	Personal Prop.	2018	131	$3.59	$0.00	$0.00	$0.00	$3.59
SITTON, THOMAS L	124 DANA RD		HENDERSONVILLE	NC	28792	P	102479	Personal Prop.	2018	132	$14.55	$0.00	$0.00	$0.00	$14.55
MCHENRY, MERRICK CHARLES	40 SMOKY RIDGE LN APT C6		HENDERSONVLLE	NC	28739-1326	P	102480	Personal Prop.	2018	133	$5.48	$0.00	$0.00	$0.00	$5.48
JARVIS, CHRISTOPHER JAMES	826 DALE ST		HENDERSONVILLE,	NC	287395102	P	102481	Personal Prop.	2018	134	$24.60	$0.00	$0.00	$0.00	$24.60
YANOVOK, JEREMY ALAN	PO BOX 6553		HENDERSONVILLE	NC	28793	P	102482	Personal Prop.	2018	135	$5.18	$0.00	$0.00	$0.00	$5.18
VAPE ON	2560 CHIMNEY ROCK RD		HENDERSONVILLE	NC	28792	P	102485	Personal Prop.	2018	138	$26.95	$0.00	$0.00	$0.00	$26.95
MOUNTAIN VALUATION SERVICES LLC	PO BOX 2555		HENDERSONVLLE	NC	28739	P	102494	Personal Prop.	2018	144	$11.64	$0.00	$0.00	$0.00	$11.64
PHIL CLARK CABINETS INC	181 LAUREL PARK PLACE		HENDERSONVILLE	NC	28791	P	102496	Personal Prop.	2018	146	$116.94	$0.00	$0.00	$21.48	$95.46
MESA WOODWORKING	WARREN MORRIS	PO BOX 494	HENDERSONVLLE	NC	28793-0494	P	102497	Personal Prop.	2018	147	$167.65	$0.00	$0.00	$0.00	$167.65
MARATHON PETROLEUM COMPANY LLC	539 S MAIN ST		FINDLAY	OH	45840-3229	P	102500	Personal Prop.	2018	150	$1.62	$0.00	$0.00	$0.00	$1.62
MONTES SUB SHOP INC	C/O DAN RUIZ	2024 ASHEVILLE HWY STE H	HENDERSONVILLE	NC	28791	P	102501	Personal Prop.	2018	151	$212.74	$0.00	$0.00	$0.00	$212.74
ACE HARDWARE HENDERSONVILLE	ATTN: GREG PAUL	911 GREENVILLE HWY	HENDERSONVLLE	NC	28792-5728	P	102503	Personal Prop.	2018	153	$238.10	$0.00	$0.00	$233.34	$4.76
HOLBERTS HEATING & AIR COND.	PO BOX 2556		HENDERSONVLLE,	NC	28793-2556	P	102505	Personal Prop.	2018	155	$611.61	$0.00	$0.00	$0.00	$611.61
ROBBINS MFG	PO BOX 17939		TAMPA	FL	33682-7939	P	102521	Personal Prop.	2018	169	$4.17	$0.00	$0.00	$0.00	$4.17
JUSTICE LAW FIRM PA	285 E ALLEN ST STE 2		HENDERSONVLLE	NC	28792-5031	P	102557	Personal Prop.	2018	202	$34.77	$0.00	$0.00	$0.00	$34.77
IGT GLOBAL SOLUTIONS CORPORATION	10 MEMORIAL BLVD		PROVIDENCE	RI	02903-1152	P	102568	Personal Prop.	2018	212	$756.00	$0.00	$0.00	$740.88	$15.12
AT&T CAPITAL SERVICE INC	ATTN: PROPERTY TAX DEPT	1010 PINE 9E-L-01	ST LOUIS	MO	63101	P	102573	Personal Prop.	2018	215	$6.05	$0.00	$0.00	$0.00	$6.05
SHAMBURGER ARCHITECTURAL GROUP P	421 5TH AVE W		HENDERSONVLLE,	NC	28739-4201	P	102577	Personal Prop.	2018	217	$226.37	$0.00	$0.00	$0.00	$226.37
UNIVERSAL HOSPITAL SERVICES INC	1301 INTERNATIONAL PKWY STE 30		SUNRISE	FL	33323-2874	P	102579	Personal Prop.	2018	219	$165.90	$0.00	$0.00	$162.58	$3.32
HENDERSONVILLE PHARMACEUTICAL RES	55 E CAMPERDOWN WAY, STE 225		GREENVILLE	SC	29601	P	102580	Personal Prop.	2018	220	$42.85	$0.00	$0.00	$0.00	$42.85
JONAS, MARTHA J	131 FOUR SEASONS MALL		HENDERSONVLLE	NC	28792-2878	P	102600	Personal Prop.	2018	240	$290.13	$0.00	$0.00	$0.00	$290.13
STARR, HEATHER	PETITE RETREAT SPA	1141 B GREENVILLE HWY	HENDERSONVILLE	NC	28792-6244	P	102608	Personal Prop.	2018	245	$3.58	$0.00	$0.00	$0.00	$3.58
INGLES MARKETS INC	CTMI	P O BOX 743068	DALLAS	TX	75374	P	102618	Personal Prop.	2018	254	$14,434.48	$19.81	$0.00	$14,434.48	$19.81
J WARD GROUP INC	2315 ASHEVILLE HWY STE 45		HENDERSONVILLE	NC	28791-1561	P	102620	Personal Prop.	2018	256	$173.84	$0.00	$0.00	$0.00	$173.84
MAX'S ZOO LLC	114 N MAIN ST		HENDERSONVILLE	NC	28792	P	102663	Personal Prop.	2018	295	$996.01	$0.00	$0.00	$961.15	$34.86
DADDY D'S SUBER SOULFOOD	411 7TH AVE E		HENDERSONVILLE	NC	28792	P	102735	Personal Prop.	2018	338	$572.96	$0.00	$515.89	$0.00	$57.07
CASTILLO, JOSE MANUEL	225 STONEY MOUNTAIN RD		HENDERSONVILLE	NC	28791	P	102743	Personal Prop.	2018	342	$5.93	$0.00	$0.00	$0.00	$5.93
STEVENS, ELIZABETH NICHOLE	2744 FAUDREE RD	APT 11201	ODESSA	TX	79765-8535	P	102744	Personal Prop.	2018	343	$5.76	$0.00	$0.00	$0.00	$5.76
WADDELL, KENRIC A	63 IVY LN		HENDERSONVLLE,	NC	28792-2565	P	102749	Personal Prop.	2018	348	$11.25	$0.00	$0.00	$0.00	$11.25
HARRIMAN, JAMIE SUEANNE	PO BOX 1625		FLAT ROCK	NC	28731-1625	P	102754	Personal Prop.	2018	353	$4.85	$0.00	$0.00	$0.00	$4.85
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102756	Personal Prop.	2018	355	$30.87	$0.00	$0.00	$0.00	$30.87
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102757	Personal Prop.	2018	356	$22.54	$0.00	$0.00	$0.00	$22.54
CONDREY, DAVID HENRY	96 GRIST MILL DR		HENDERSONVLLE	NC	28739-4888	P	102762	Personal Prop.	2018	361	$56.50	$0.00	$0.00	$0.00	$56.50
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	102763	Personal Prop.	2018	362	$65.66	$0.00	$0.00	$0.00	$65.66
WIGGINS, JACLYN DIANE	610 BROOKLYN TRLR 12 AVE		HENDERSONVILLE	NC	28792	P	102764	Personal Prop.	2018	363	$109.96	$0.00	$0.00	$0.00	$109.96
CRUZ, TALIA CRISTINA	46 DICKENS LN		HENDERSONVLLE,	NC	28739-6557	P	102768	Personal Prop.	2018	367	$16.71	$0.00	$0.00	$0.00	$16.71

BOYLES, FRANK JOHN	107 CHADWICK AVE		HENDERSONVILLE	NC	28792-5708	P	102769	Personal Prop.	2018	368	$39.35	$0.00	$0.00	$0.00	$39.35
MENDIETA, EMILIA A	11 DOLLIE LN		HENDERSONVLLE	NC	28739-6550	P	102770	Personal Prop.	2018	369	$14.01	$0.00	$0.00	$0.00	$14.01
PALACIOUS, GREGORIO	707 DUNCAN HILL RD TRLR 8		HENDERSONVLLE	NC	28792-2725	P	102778	Personal Prop.	2018	377	$8.62	$0.00	$0.00	$0.00	$8.62
BABER, LARRY	17 WREN GLEN CT		HENDERSONVILLE	NC	28792	P	102779	Personal Prop.	2018	378	$5.39	$0.00	$0.00	$0.00	$5.39
PEREZ CANSECO, MAURO GUSTAVO	725 MARTIN CIR		HENDERSONVILLE	NC	28792-2634	P	102782	Personal Prop.	2018	381	$10.36	$0.00	$0.00	$0.00	$10.36
MERRILL, DALE CAROL	68 CEDAR SUMMIT RD		ASHEVILLE	NC	28803	P	102785	Personal Prop.	2018	384	$2.23	$0.00	$0.00	$0.00	$2.23
BREVARD, WILLIAM ZACHARY	113 SNOW ST		GREER	SC	29651	P	102786	Personal Prop.	2018	385	$11.06	$0.00	$0.00	$0.00	$11.06
GLAWSON, GAILYA TALBERT	63 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	102800	Personal Prop.	2018	399	$9.80	$0.00	$0.00	$0.00	$9.80
LEON, JOSE GUADALUPE PEREZ	PO BOX 624		E FLAT ROCK,	NC	28726-0624	P	102803	Personal Prop.	2018	402	$32.88	$0.00	$0.00	$0.00	$32.88
CRUZ, VENANCIO ELISEO	505 GREENTREE LANE		HENDERSONVILLE	NC	28739-5207	P	102804	Personal Prop.	2018	403	$15.46	$0.00	$0.00	$0.00	$15.46
MOUNTAIN BUILDING LLC	PO BOX 550		MOUNTAIN HOME	NC	28758-0550	P	102805	Personal Prop.	2018	404	$5.89	$0.00	$0.00	$0.00	$5.89
LEVITT, LAWRENCE	826 4TH AVE W		HENDERSONVLLE	NC	28739-4828	P	102809	Personal Prop.	2018	408	$10.07	$0.00	$0.00	$0.00	$10.07
LUGO, CHRISTIAN ULISES-FUENTES	PO BOX 511		EDNEYVILLE	NC	28727	P	102812	Personal Prop.	2018	411	$5.80	$0.00	$0.00	$0.00	$5.80
RODRIGUEZ, ERIC	38 HILL ROAD		MARION	NC	28752	P	102814	Personal Prop.	2018	413	$12.73	$0.00	$0.00	$0.00	$12.73
MORGAN, LARRY JARETT	206 PALADIN DR		WESTMINSTER	SC	29693	P	102818	Personal Prop.	2018	417	$46.46	$0.00	$0.00	$0.00	$46.46
STROUD, DANIEL G	75 NORTHGATE DR		THE WOODLANDS	TX	77380-4608	P	102819	Personal Prop.	2018	418	$118.78	$0.00	$0.00	$0.00	$118.78
JACKSON, RANDOLPH LAWRENCE	PO BOX 49		E FLAT ROCK	NC	28726-0049	P	102821	Personal Prop.	2018	420	$3.29	$0.00	$0.00	$0.00	$3.29
BLYTHE, AARON DAVID	PO BOX 6531		HENDERSONVILLE	NC	28793	P	102822	Personal Prop.	2018	421	$2.38	$0.00	$0.00	$0.00	$2.38
HARRIS, STEVEN JOE	PO BOX 51		EAST FLAT ROCK	NC	28726	P	102824	Personal Prop.	2018	423	$3.22	$0.00	$0.00	$0.00	$3.22
HUNTLEY, DAVID CHARLES	194 RATTLESNAKE RIDGE RD		SALEM	SC	29676	P	102825	Personal Prop.	2018	424	$9.83	$0.00	$0.00	$0.00	$9.83
CLARK, GARY	64 DICKENS LN		HENDERSONVILLE	NC	28739	P	102826	Personal Prop.	2018	425	$21.56	$0.00	$0.00	$0.00	$21.56
WOODRING, STEVEN DOUGLAS	432 COURTLAND BLVD		HENDERSONVILLE	NC	28791	P	102828	Personal Prop.	2018	427	$11.25	$0.00	$0.00	$0.00	$11.25
SMITH, SCOTT JEFFREY	66 EASTBURY DR		HENDERSONVILLE	NC	28792-2679	P	102831	Personal Prop.	2018	430	$12.13	$0.00	$0.00	$0.00	$12.13
MILHOLEN, JAMES EDWARD	26 CRAIG DR		HENDERSONVILLE	NC	28739	P	102832	Personal Prop.	2018	431	$12.02	$0.00	$0.00	$0.00	$12.02
COX, ELBERT EUGENE JR	3200 BERWICK DR, APT 2		DUNCAN	SC	29334	P	102834	Personal Prop.	2018	433	$7.66	$0.00	$0.00	$0.00	$7.66
HAMRICK, LEIF CHARLRS	401 BALLANTYNE COMMON CIR	APT 105	HENDERSONVILLE	NC	28792	P	102835	Personal Prop.	2018	434	$11.50	$0.00	$0.00	$0.00	$11.50
GONZALEZ, GEORGE	615 BROOKLYN AVE	21	HENDERSONVILLE	NC	28792	P	102838	Personal Prop.	2018	437	$37.73	$0.00	$0.00	$0.00	$37.73
SOUTHERN ATHLETICS	401 BALLANTYNE COMMON CIR	APT 303	HENDERSONVILLE	NC	28792	P	102839	Personal Prop.	2018	438	$24.53	$0.00	$0.00	$0.00	$24.53
PEREZ, DOMINGO	PO BOX 1227		DANA	NC	28724-1227	P	102845	Personal Prop.	2018	444	$1,322.70	$0.00	$0.00	$0.00	$1,322.70
SALON 104 LLC	104 S MAIN STREET		HENDERSONVLLE	NC	28792-5082	P	102848	Personal Prop.	2018	447	$169.29	$0.00	$0.00	$0.00	$169.29
GROOMINGDALES PET SALON	ATTN: TERRI HENKLE	403 KANUGA RD	HENDERSONVLLE,	NC	28739-5223	P	102852	Personal Prop.	2018	451	$137.38	$0.00	$0.00	$0.00	$137.38
LUPTON, STACEY	STACEY'S GROOMING	439 N CHURCH STREET	HENDERSONVLLE	NC	28792-4343	P	102873	Personal Prop.	2018	472	$5.13	$0.00	$0.00	$0.00	$5.13
QUALITY RECYCLING EQUIPMENT INC	110 CHADWICK SQUARE CT	STE C	HENDERSONVILLE	NC	28739-3238	P	102881	Personal Prop.	2018	480	$17.46	$0.00	$0.00	$0.00	$17.46
SCOT KING AUTO SALES	1105 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	102891	Personal Prop.	2018	490	$18.27	$0.00	$0.00	$0.00	$18.27
BLACK ROSE PUBLIC HOUSE	222 N MAIN ST		HENDERSONVLLE,	NC	28792-5069	P	102895	Personal Prop.	2018	494	$1,689.26	$0.00	$0.00	$0.00	$1,689.26
SCHULZE, LEATHA	2024 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	102902	Personal Prop.	2018	500	$352.37	$0.00	$0.00	$0.00	$352.37
SHEAR MAGNOLIAS SALON	350 CHADWICK AVE SUITE 100		HENDERSONVILLE	NC	28792-5771	P	102916	Personal Prop.	2018	514	$520.61	$0.00	$0.00	$0.00	$520.61
SUMO'S JAPANESE STEAKHOUSE	1730 ASHEVILLE HWY		HENDERSONVILLE	NC	28792	P	102923	Personal Prop.	2018	521	$24.10	$0.00	$0.00	$0.00	$24.10
AMUSEMENTS UNLIMITED INC	110 ALLISON RD		MILLS RIVER	NC	28759-9562	P	102925	Personal Prop.	2018	523	$1.06	$0.00	$0.00	$0.00	$1.06
EXECUTIVE HOLDINGS INTERNATIONAL LL	100 IDLEWOOD DRIVE		ASHEVILLE	NC	28806	P	102949	Personal Prop.	2018	546	$46.89	$0.00	$0.00	$0.00	$46.89
SONIC DRIVE IN OF HENDERSONVILLE	1605 N RICHMOND RD		WHARTON	TX	77488	P	102963	Personal Prop.	2018	560	$1,074.81	$0.00	$0.00	$0.00	$1,074.81
CALLOWAY & ASSOCIATES LAW FIRM, PC	318 N MAIN ST STE 9		HENDERSONVLLE,	NC	28792-4907	P	102964	Personal Prop.	2018	561	$996.48	$0.00	$0.00	$0.00	$996.48
KUEBLER, DAVID	DAVE ALLEN PHOTOGRAPHY	200 INDIAN WOODS TRAIL	HENDERSONVLLE	NC	28739-9498	P	102998	Personal Prop.	2018	589	$418.56	$0.00	$0.00	$0.00	$418.56
BUYER'S EDGE LLC	C/O GIBBON PENDER	1204 5TH AVE W	HENDERSONVILLE	NC	28739-4112	P	102999	Personal Prop.	2018	590	$208.01	$0.00	$0.00	$0.00	$208.01
AARON'S INC.	P.O. BOX 2437		SMYRNA	GA	30081-2437	P	103000	Personal Prop.	2018	591	$6,577.38	$0.00	$0.00	$0.00	$6,577.38
A DOGS DAY OUT INC	942 MAPLE ST		HENDERSONVILLE	NC	28792	P	103014	Personal Prop.	2018	605	$73.72	$0.00	$0.00	$0.00	$73.72
CIGARETTE DEPOT INC	671 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	103016	Personal Prop.	2018	607	$62.02	$0.00	$0.00	$0.00	$62.02
TIRE COUNTRY OF HVILLE INC	432 KANUGA RD		HENDERSONVLLE	NC	28739-5224	P	103019	Personal Prop.	2018	610	$679.46	$0.00	$0.00	$0.00	$679.46
ROSENGARTEN, WALTER	440 SAPPHIRE DR		SARASOTA	FL	34234-2724	P	103034	Personal Prop.	2018	625	$23.31	$0.00	$0.00	$0.00	$23.31
NEW DEAL PAWN	2020 ASHEVILLE HWY		HENDERSONVLLE,	NC	28791-2112	P	103040	Personal Prop.	2018	631	$10.80	$0.00	$0.00	$0.00	$10.80
WESTERN CAROLINA SEWING CO. LLC	701 ORIOLE DR		HENDERSONVILLE	NC	28792	P	103066	Personal Prop.	2018	657	$2.20	$0.00	$0.00	$0.00	$2.20
RADCLIFFE, RICHARD	135 ASH PATH LN		HENDERSONVILLE	NC	28739	P	103104	Personal Prop.	2018	675	$32.34	$0.00	$0.00	$0.00	$32.34
VELAZQUEZ, BERTIN	615 BROOKLYN AVE LOT 21		HENDERSONVILLE	NC	28792	P	103106	Personal Prop.	2018	677	$26.95	$0.00	$0.00	$0.00	$26.95
WEIN, LANCE TRACY	104 N WASHINGTON ST		HENDERSONVLLE	NC	28739	P	103111	Personal Prop.	2018	682	$2.70	$0.00	$0.00	$0.00	$2.70
NUNEZ, DEMETRIO MANZANAREZ	1599 SUGARLOAF RD		HENDERSONVLLE	NC	28792-8411	P	103119	Personal Prop.	2018	690	$21.40	$0.00	$0.00	$0.00	$21.40
ORTEGA, ALEJANDRO MORALES	C/O LETICIA VERA	PO BOX 672	HORSE SHOE	NC	28742	P	103122	Personal Prop.	2018	693	$23.03	$0.00	$0.00	$0.00	$23.03
GONZALEZ, LOURDES	PO BOX 903		FLAT ROCK	NC	28731-0903	P	103129	Personal Prop.	2018	700	$23.72	$0.00	$0.00	$0.00	$23.72
GUERRERO, MARTIN	906 GARDEN LN		HENDERSONVILLE	NC	28792	P	103131	Personal Prop.	2018	702	$14.93	$0.00	$0.00	$0.00	$14.93
LUNA, LEON	60 MASSEY RD EXT		HENDERSONVILLE	NC	28792-9500	P	103136	Personal Prop.	2018	707	$10.24	$0.00	$0.00	$0.00	$10.24
PORTILLO, MARCIELA	610 BROOKLYN AVE LOT 7		HENDERSONVILLE	NC	28792	P	103137	Personal Prop.	2018	708	$22.10	$0.00	$0.00	$0.00	$22.10
ORDONEZ, JOSE LUIS CERA	32 MOUNTAIN VIEW EST		LEICESTER	NC	28748-9445	P	103138	Personal Prop.	2018	709	$11.86	$0.00	$0.00	$0.00	$11.86
SANCHEZ, FABIANA V	610 BROOKLYN AVE LOT 8		HENDERSONVILLE	NC	28792	P	103139	Personal Prop.	2018	710	$11.32	$0.00	$0.00	$0.00	$11.32
SIAK, JOSEPH MARTIN	1004 PARK PLACE TRL		HENDERSONVILLE	NC	28792-5863	P	103145	Personal Prop.	2018	716	$3.07	$0.00	$0.00	$0.00	$3.07
SABAS, PEREZ SANTIAGO	92 CEDAR BLUFFS DR APT C		HENDERSONVILLE	NC	28792-8653	P	103146	Personal Prop.	2018	717	$18.73	$0.00	$0.00	$1.11	$17.62
EWING, ROY	455 CANE CREEK RD		FLETCHER	NC	28732	P	103147	Personal Prop.	2018	718	$29.50	$0.00	$0.00	$0.00	$29.50
MEZA, ERNESTO ZAMUDIO	39 KAY THOMAS DR		HENDERSONVILLE	NC	28792-2862	P	103150	Personal Prop.	2018	721	$2.70	$0.00	$0.00	$0.00	$2.70
CORNETT, MICHAEL	9 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	103162	Personal Prop.	2018	733	$19.60	$0.00	$0.00	$0.00	$19.60
BABER, LARRY GENE	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	103163	Personal Prop.	2018	734	$12.94	$0.00	$0.00	$0.00	$12.94
BABER, LARRY GENE	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	103164	Personal Prop.	2018	735	$11.86	$0.00	$0.00	$0.00	$11.86
BABER, LARRY GENE	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	103165	Personal Prop.	2018	736	$10.24	$0.00	$0.00	$0.00	$10.24
MORENO, SUGEY	110 KRISTILIA LN		HENDERSONVILLE	NC	28739	P	103167	Personal Prop.	2018	738	$15.09	$0.00	$0.00	$0.00	$15.09
CARRASCO, MICHELLE	38 DIXIE TRAILS LN		HENDERSONVLLE,	NC	28792-6882	P	103175	Personal Prop.	2018	746	$14.66	$0.00	$0.00	$0.00	$14.66
DUFFY, MICHAEL PATRICK	920 GREEVILLE HWY		HENDERSONVILLE	NC	28792	P	103176	Personal Prop.	2018	747	$3.58	$0.00	$0.00	$0.00	$3.58
COXWELL, JAMES EDWARD JR	914		HENDERSONVILLE	NC	28791	P	103178	Personal Prop.	2018	749	$7.17	$0.00	$0.00	$0.00	$7.17
LINDSEY, ERIC RAY	2406 DEERMOUSE WAY		HENDERSONVILLE	NC	28792	P	103179	Personal Prop.	2018	750	$19.00	$0.00	$0.00	$0.00	$19.00
TAYLOR, JAMES DAVID JR	PO BOX 293		ZIRCONIA	NC	28790	P	103180	Personal Prop.	2018	751	$50.02	$0.00	$0.00	$0.00	$50.02
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	103184	Personal Prop.	2018	755	$10.78	$0.00	$0.00	$0.00	$10.78
CAIN, JAMES DALE JR	581 COURTWOOD LN., APT 1		HENDERSONVILLE	NC	28739	P	103188	Personal Prop.	2018	759	$14.78	$0.00	$0.00	$0.00	$14.78
MORROW, DAKOTA LANE	136 CEDAR BLUFFS DR	APT B	HENDERSONVILLE	NC	28792-8650	P	103191	Personal Prop.	2018	762	$5.13	$0.00	$0.00	$0.00	$5.13
SMITH, CHRISTOPHER LEE	PO BOX 471		ARDEN	NC	28704	P	103193	Personal Prop.	2018	764	$1.80	$0.00	$0.00	$0.00	$1.80

ANGLIN, ERIC DEAN	207 WILMONT DR		HENDERSONVLLE,	NC	28792-3863	P	103196	Personal Prop.	2018	767	$1.36	$0.00	$0.00	$0.00	$1.36
MARATHON PETROLEUM COMPANY LLC	539 S MAIN ST		FINDLAY	OH	45840-3229	P	103210	Personal Prop.	2018	780	$8.03	$0.00	$0.00	$0.00	$8.03
ISLE OF SKY CHIROPRACTIC	1534 HAYWOOD RD		HENDERSONVILLE	NC	28791-2338	P	103229	Personal Prop.	2018	796	$19.67	$0.00	$0.00	$0.00	$19.67
HANSEN APPRAISAL SERVICES LLC	407 VALLEY ST		HENDERSONVLLE	NC	28739-4129	P	103240	Personal Prop.	2018	807	$3.32	$0.00	$0.00	$0.00	$3.32
LUX SALON, LLC	CHRISTINE CARVER	409 7TH AVE	HENDERSONVILLE	NC	28792-3707	P	103246	Personal Prop.	2018	813	$237.63	$0.00	$201.51	$0.00	$36.12
OWL MUSIC CO INC	4731 DWIGHT EVANS RD		CHARLOTTE	NC	28217-0906	P	103252	Personal Prop.	2018	819	$14.00	$0.00	$0.00	$0.00	$14.00
SONVICK INC	2546 CHIMNEY ROCK RD		HENDERSONVLLE,	NC	28792-9181	P	103257	Personal Prop.	2018	824	$930.07	$0.00	$0.00	$0.00	$930.07
BURRELL, KIM	POP'S DINER	800 N MAIN ST	HENDERSONVILLE	NC	28792-5050	P	103278	Personal Prop.	2018	845	$981.07	$0.00	$0.00	$0.00	$981.07
MOVEMENT MORTGAGE, LLC	475 S CHURCH ST	UNIT 700	HENDERSONVILLE	NC	28739	P	103293	Personal Prop.	2018	860	$9.93	$0.00	$0.00	$0.00	$9.93
ADB BLYTHE, INC	P O BOX 6531		HENDERSONVILLE	NC	28793-6531	P	103301	Personal Prop.	2018	868	$713.30	$0.00	$0.00	$682.98	$30.32
TRAVIS, KEVIN	TRAVIS COLLISION SERVICE	540 S GROVE STREET	HENDERSONVLLE	NC	28792-5497	P	103322	Personal Prop.	2018	889	$12.71	$25.00	$0.00	$0.00	$37.71
SWEET GYPSY COFFEE INC	DAVID GRAJEK	508 TOWNSEND RD	HENDERSONVILLE	NC	28792	P	103344	Personal Prop.	2018	911	$375.66	$0.00	$0.00	$0.00	$375.66
WILLOW SPRINGS ASSISTED LIVING 2 INC.	1310 HEBRON STREET		HENDERSONVILLE	NC	28739-5181	P	103357	Personal Prop.	2018	923	$355.14	$0.00	$0.00	$0.00	$355.14
E & M SOUTH LLC	701 ZEREGA AVE		BRONX	NY	10473	P	103359	Personal Prop.	2018	925	$5.52	$0.00	$0.00	$0.00	$5.52
SOUTHEAST JACK INC*	7000 WEST WT HARRIS BLVD	#6839	CHARLOTTE	NC	28269	P	103370	Personal Prop.	2018	935	$147.00	$0.00	$0.00	$0.00	$147.00
LINKOUS & ASSOC LAW OFFICES	PO BOX 2807		HENDERSONVILLE	NC	28793-2807	P	103371	Personal Prop.	2018	936	$436.19	$0.00	$0.00	$0.00	$436.19
SIGNATURE SALON	103 COPPER PENNY ST		HENDERSONVLLE	NC	28792-5717	P	103383	Personal Prop.	2018	948	$43.54	$0.00	$0.00	$0.00	$43.54
CAFE ENTERPRISES, INC	4324 WADE HAMPTON BLVD STE B		TAYLORS	SC	29687-2243	P	103407	Personal Prop.	2018	970	$1,969.41	$0.00	$0.00	$0.00	$1,969.41
JOHNSON, JILL JEAN	447 BRUCE LN		HENDERSONVLLE,	NC	28791-1033	P	103410	Personal Prop.	2018	973	$3.38	$0.00	$0.00	$0.00	$3.38
WILLIAM L DAY COMPANIES INC	1237 SHIPP ST		HENDERSONVLLE	NC	28791-3533	P	103416	Personal Prop.	2018	979	$96.21	$0.00	$0.00	$0.00	$96.21
LEITNER COMPANY	PO BOX 2555		HENDERSONVLLE,	NC	28793-2555	P	103417	Personal Prop.	2018	980	$182.02	$0.00	$0.00	$0.00	$182.02
MARTIN, PETE	D/B/A STUTTGART MOTORWERKS	798 S GROVE STREET	HENDERSONVILLE	NC	28792-5396	P	103419	Personal Prop.	2018	982	$51.23	$0.00	$0.00	$0.00	$51.23
LIGHTNING MEDIA INC	310 CLAREMONT DR		FLAT ROCK	NC	28731	P	103420	Personal Prop.	2018	983	$33.89	$0.00	$0.00	$0.00	$33.89
A SOUTHERN CUP FINE TEAS	1529 GREENVILLE HWY		HENDERSONVILLE	NC	28792	P	103425	Personal Prop.	2018	987	$235.25	$0.00	$0.00	$0.00	$235.25
MOXIE SALON & SPA	224 S GROVE ST STE A		HENDERSONVLLE,	NC	28792-5067	P	103435	Personal Prop.	2018	997	$142.38	$0.00	$0.00	$0.00	$142.38
ZAMBRANO, MARIO	LA VIDA LOCA	338 N MAIN STREET	HENDERSONVILLE	NC	28792-4900	P	103441	Personal Prop.	2018	1001	$4.72	$0.00	$0.00	$0.00	$4.72
CFV INC	449 N MAIN ST		HENDERSONVLLE	NC	28792-4903	P	103442	Personal Prop.	2018	1002	$730.59	$0.00	$0.00	$0.00	$730.59
UPSTATE SMOKERS LLC	129 4TH AVE W		HENDERSONVLLE	NC	28792-4323	P	103445	Personal Prop.	2018	1004	$260.90	$0.00	$0.00	$0.00	$260.90
S.B.R.A., LLC*	PO BOX 1666		HENDERSONVILLE	NC	28793	P	103448	Personal Prop.	2018	1006	$70.46	$0.00	$0.00	$0.00	$70.46
FLAT ROCK CIDER WORKS LLC	P O BOX 701		FLAT ROCK	NC	28731-0701	P	103457	Personal Prop.	2018	1010	$1,331.83	$0.00	$0.00	$0.00	$1,331.83
MORA, JESSICA VALVERDE	2004 ARLINGTON PL		HENDERSONVILLE	NC	28791	P	103465	Personal Prop.	2018	1016	$18.05	$0.00	$0.00	$0.00	$18.05
MONTGOMERY, LAURA	1130 PARTRIDGE RD		SPARTANBURG	SC	29302	P	103466	Personal Prop.	2018	1017	$92.28	$0.00	$0.00	$89.74	$2.54
FERRELL, SUSAN METZGER	2370 ROSEMONT CT		HENDERSONVLLE	NC	28791-2990	P	103468	Personal Prop.	2018	1019	$49.01	$0.00	$0.00	$3.22	$45.79
CARTER, JOSHUE STEVEN	4703 WOOD DUCK WAY		HENDERSONVILLE	NC	28792	P	103470	Personal Prop.	2018	1021	$3.80	$0.00	$0.00	$0.00	$3.80
TINSLEY, GREGORY SCOTT	1221 EVERETTE PL		HENDERSONVILLE	NC	28791	P	103471	Personal Prop.	2018	1022	$24.61	$0.00	$0.00	$0.00	$24.61
KEIL, JASON EDWARD	913 HIGH FALLS RD		HENDERSONVILLE,	NC	287929116	P	103474	Personal Prop.	2018	1025	$2.70	$0.00	$0.00	$0.00	$2.70
GILLIAM, GARY SHAWN	312 BROOKLYN AVE		HENDERSONVILLE,	NC	287926307	P	103478	Personal Prop.	2018	1028	$13.26	$0.00	$0.00	$0.00	$13.26
ANDERS, TERRY BRIAN	1514 5TH AVE W		HENDERSONVILLE	NC	28739-4010	P	103480	Personal Prop.	2018	1030	$7.03	$0.00	$0.00	$0.00	$7.03
PARKHILL, PATRICK EARLE	526 EHRINGHAUS ST		HENDERSONVLLE	NC	28739-4118	P	103481	Personal Prop.	2018	1031	$41.50	$0.00	$0.00	$0.00	$41.50
CLARK, GREGORY MICHAEL	1304 OLD MURRAY RD		MARS HILL	NC	28754-8096	P	103485	Personal Prop.	2018	1035	$2.64	$0.00	$0.00	$0.00	$2.64
KING, ALTON	PO BOX 351		E FLAT ROCK	NC	28726-0351	P	103489	Personal Prop.	2018	1039	$101.33	$0.00	$0.00	$0.00	$101.33
JARVIS, JACOB DANIEL	99 POLARIS DR		SALUDA	NC	28773-8694	P	103497	Personal Prop.	2018	1047	$16.09	$0.00	$0.00	$0.00	$16.09
CAPALBO, ROSEMARY SUSAN	45 SPRUCE PATH LN		HENDERSONVILLE	NC	28739-7177	P	103498	Personal Prop.	2018	1048	$129.36	$0.00	$0.00	$0.00	$129.36
PLLK GROUP, LLC	17 WREN GLEN CT		HENDERSONVILLE	NC	28792	P	103499	Personal Prop.	2018	1049	$16.17	$0.00	$0.00	$0.00	$16.17
PEREZ, ENRIQUE	PO BOX 89		IMMOKALEE	FL	34143-0089	P	103502	Personal Prop.	2018	1052	$70.07	$0.00	$0.00	$0.00	$70.07
ORR, EVELYN DIANE	333 THOMPSON ST APT 201		HENDERSONVILLE	NC	28792-4803	P	103503	Personal Prop.	2018	1053	$58.75	$0.00	$0.00	$0.00	$58.75
HOME DEPOT USA INC	PROPERTY TAX DEPT #3637	PO BOX 105842	ATLANTA,	GA	30348-5842	P	103504	Personal Prop.	2018	1054	$10.63	$0.00	$0.00	$0.00	$10.63
RUFF, ANDY	91 OTTER TAIL LN #18		HENDERSONVILLE	NC	28792	P	103505	Personal Prop.	2018	1055	$14.55	$0.00	$0.00	$0.00	$14.55
PARTAIN, JOHN H	146 RIVERWIND DR		HENDERSONVLLE	NC	28739-8714	P	103512	Personal Prop.	2018	1062	$18.62	$0.00	$0.00	$0.00	$18.62
ZOELLER, HEATHER KRISTINA	170 WOODROW ST		WEST HARTFORD	CT	06107	P	103517	Personal Prop.	2018	1067	$120.74	$0.00	$0.00	$0.00	$120.74
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	P	103520	Personal Prop.	2018	1070	$35.57	$0.00	$0.00	$0.00	$35.57
MCCARRICK, GINA	36 MAPLE PATH LN		HENDERSONVLLE	NC	28739-7189	P	103523	Personal Prop.	2018	1073	$14.01	$0.00	$0.00	$0.00	$14.01
COOMER, LISA MCGRAW	376 TOLLEY FARM RD		MARSHALL	NC	28753	P	103531	Personal Prop.	2018	1081	$31.85	$0.00	$0.00	$0.00	$31.85
PICARIELLO, ANTHONY	65 BEECH PATH LN		HENDERSONVILLE	NC	28739	P	103533	Personal Prop.	2018	1083	$12.40	$0.00	$0.00	$0.00	$12.40
HAMEL, DEAN E	110 LIVE OAK LANE		HENDERSONVILLE	NC	28791	P	103535	Personal Prop.	2018	1085	$192.96	$0.00	$0.00	$0.00	$192.96
MCKINNEY, HAROLD KEITH	56 GLEN COVE DR		ARDEN,	NC	28704	P	103542	Personal Prop.	2018	1092	$23.11	$0.00	$0.00	$0.00	$23.11
HOLCOMB, ANTHONY	PO BOX 235		FLAT ROCK	NC	28731	P	103545	Personal Prop.	2018	1095	$43.12	$0.00	$0.00	$0.00	$43.12
OWEN, RONNIE DALE JR	1734 CLAIRMONT DR		HENDERSONVILLE	NC	28791	P	103552	Personal Prop.	2018	1102	$25.61	$0.00	$0.00	$0.00	$25.61
GARRITT, PAUL ELTON	2832 MIDDLETON VISTA		HENDERSONVILLE	NC	28791	P	103563	Personal Prop.	2018	1113	$58.16	$0.00	$0.00	$0.00	$58.16
CORRAL, MIRIAM	2206 DEERMOUSE WAY		HENDERSONVILLE	NC	28792	P	103565	Personal Prop.	2018	1115	$14.31	$0.00	$0.00	$0.00	$14.31
OWENBY, MARY	124 ASH PATH LANE		HENDERSONVILLE	NC	28739	P	103566	Personal Prop.	2018	1116	$78.69	$0.00	$0.00	$0.00	$78.69
J IANNUCCI & SONS INC	1508 ASHEVILLE HWY		HENDERSONVLLE,	NC	28791-2304	P	103571	Personal Prop.	2018	1121	$469.39	$0.00	$0.00	$0.00	$469.39
HAYES, JASON R	P O BOX 157		HENDERSONVLLE	NC	28793-0157	P	103574	Personal Prop.	2018	1123	$27.83	$0.00	$0.00	$0.00	$27.83
HANKE, JEFFREY	924 ASHEVILLE HWY		HENDERSONVLLE	NC	28791-3630	P	103579	Personal Prop.	2018	1127	$108.92	$0.00	$0.00	$0.00	$108.92
2 GUYS PIZZA & RIBS INC	1307 7TH AVE E		HENDERSONVILLE	NC	28792	P	103586	Personal Prop.	2018	1134	$310.48	$0.00	$0.00	$0.00	$310.48
DOLLAR TREE STORES INC	GRANT THORNTON	PO BOX 59365	SCHAUMBURG	IL	60159-0365	P	103599	Personal Prop.	2018	1142	$576.13	$0.00	$0.00	$564.61	$11.52
ABC DENTAL CENTER	200 BEVERLY HANKS CTR		HENDERSONVLLE	NC	28792-2301	P	103601	Personal Prop.	2018	1144	$246.28	$0.00	$0.00	$241.35	$4.93
CREATIVE DEVELOPMENT SOLUTIONS PA	1003 4TH AVE W		HENDERSONVLLE,	NC	28739-4807	P	103607	Personal Prop.	2018	1148	$30.49	$0.00	$0.00	$0.00	$30.49
MOUNTAIN SKY CORPORATION INC	218 W ALLEN ST		HENDERSONVILLE	NC	28739	P	103611	Personal Prop.	2018	1152	$253.99	$0.00	$0.00	$0.00	$253.99
THOMAS, DAVID	545 OLD HIGHWAY 64		ETOWAH	NC	28729-8733	P	103612	Personal Prop.	2018	1153	$4.90	$0.00	$0.00	$0.00	$4.90
H AND R BLOCK	437 S MAIN ST		HENDERSONVLLE	NC	28792-5305	P	103615	Personal Prop.	2018	1155	$260.28	$0.00	$0.00	$0.00	$260.28
HENDERSON COUNTY CHAMBER OF COM	204 KANUGA RD		HENDERSONVLLE	NC	28739-5220	P	103620	Personal Prop.	2018	1159	$61.88	$0.00	$0.00	$60.64	$1.24
KPR US, LLC	800 N JUSTICE ST		HENDERSONVILLE	NC	28792	P	103621	Personal Prop.	2018	1160	$261.64	$0.00	$0.00	$0.00	$261.64
PARLOUR 232	232 KANUGA ROAD		HENDERSONVILLE	NC	28739	P	103627	Personal Prop.	2018	1164	$98.00	$0.00	$0.00	$0.00	$98.00
HEART OF GOLD BODY ARTS, LLC	218 5TH AVE W		HENDERSONVILLE	NC	28739	P	103645	Personal Prop.	2018	1181	$22.49	$0.00	$0.00	$0.00	$22.49
ALIXA RX #500235	P O BOX 160488		ALTAMONTE SPRINGS	FL	32716-0488	P	103658	Personal Prop.	2018	1193	$193.27	$0.00	$0.00	$189.40	$3.87
BARNWELL, SHERRY L/FKA SHERRY L GOO	ALLURE HAIR DESIGN	1712 ASHEVILLE HWY STE D	HENDERSONVLLE,	NC	28791-2382	P	103661	Personal Prop.	2018	1196	$6.43	$0.00	$0.00	$0.00	$6.43
J MILLER INC	1813 S MARKET ST		CHATTANOOGA	TN	37408	P	103681	Personal Prop.	2018	1210	$11.59	$0.00	$0.00	$0.00	$11.59
SCOTT, JENNIFER MSW ,LCSW	512 N GROVE ST STE 103		HENDERSONVLLE	NC	28792-4471	P	103689	Personal Prop.	2018	1215	$3.98	$0.00	$0.00	$0.00	$3.98
STUTTGART MOTORWERKS, INC	798 S GROVE ST		HENDERSONVLLE	NC	28792-5396	P	103702	Personal Prop.	2018	1227	$412.63	$0.00	$0.00	$0.00	$412.63

BLANCHARD, RONALD G	PO BOX 2801		TRINITY	TX	75862	P	103709	Personal Prop.	2018	1233	$85.38	$0.00	$0.00	$0.00	$85.38
LEMMENS, FREDERIC PHILIPPE	PO BOX 2531		HENDERSONVLLE,	NC	28793-2531	P	103715	Personal Prop.	2018	1239	$65.20	$0.00	$0.00	$0.00	$65.20
HENDERSONVILLE VETERINARY HOSP	1001 GREENVILLE HWY		HENDERSONVLLE	NC	28792-5856	P	103724	Personal Prop.	2018	1248	$375.35	$0.00	$0.00	$0.00	$375.35
AKS FITNESS INC.	ATTN: KEVIN HOOVER	P O BOX 975	FLETCHER	NC	28732-0975	P	103733	Personal Prop.	2018	1256	$423.38	$0.00	$0.00	$411.74	$11.64
MOUNTAIN SHOWCASE GROUP INC.	211 SUGARLOAF RD		HENDERSONVLLE	NC	28792-9386	P	103734	Personal Prop.	2018	1257	$2,558.85	$0.00	$0.00	$2,507.67	$51.18
DAVIS HOUSE RETIREMENT HOME	320 4TH AVE W		HENDERSONVLLE	NC	28739-4220	P	103745	Personal Prop.	2018	1267	$171.53	$0.00	$0.00	$0.00	$171.53
COOL BEANS COFFEE	1197 GREENVILLE HWY	STE 12	HENDERSONVILLE	NC	28792	P	103747	Personal Prop.	2018	1269	$313.05	$0.00	$0.00	$0.00	$313.05
WILSON, LARRY	550 FLEMING ST		HENDERSONVLLE,	NC	28739-4216	P	103750	Personal Prop.	2018	1272	$61.94	$0.00	$0.00	$0.00	$61.94
M AND M FREEZER LOCKER PLANT	321 7TH AVE E		HENDERSONVLLE	NC	28792-3705	P	103757	Personal Prop.	2018	1279	$159.28	$0.00	$0.00	$0.00	$159.28
RANDOLPH C ROMEO-ATTORNEY	136 S KING ST		HENDERSONVLLE,	NC	28792-5087	P	103767	Personal Prop.	2018	1289	$211.43	$0.00	$0.00	$0.00	$211.43
MAYBIN, LISA D	118 JOEL WRIGHT DR		HENDERSONVLLE	NC	28792-5760	P	103774	Personal Prop.	2018	1296	$35.33	$0.00	$0.00	$0.00	$35.33
BLACK BEAR COFFEE COMPANY ESPRESSC	318 N MAIN STREET	SUITE 5	HENDERSONVILLE	NC	28792-4907	P	103784	Personal Prop.	2018	1306	$694.00	$0.00	$0.00	$654.09	$39.91
DAY, ANTHONY	1317 GILLIAM ROAD, UNIT 4		HENDERSONVILLE	NC	28792	P	103785	Personal Prop.	2018	1307	$25.99	$0.00	$0.00	$0.00	$25.99
JONGO JAVA LLC	117 S MAIN STREET	HENDERSONVILLE	HENDERSONVILLE	NC	28792-5083	P	103786	Personal Prop.	2018	1308	$490.32	$0.00	$0.00	$0.00	$490.32
MUSIC CITY VENTURES INC	217 3RD AVE W		HENDERSONVLLE	NC	28739-4307	P	103788	Personal Prop.	2018	1310	$7.03	$0.00	$0.00	$0.00	$7.03
DETOURS	520 OLD HWY 64		ETOWAH	NC	28729	P	103799	Personal Prop.	2018	1321	$425.01	$0.00	$0.00	$0.00	$425.01
YAM YOGA AND MASSAGE	410 S. KING ST		HENDERSONVILLE	NC	28792	P	103800	Personal Prop.	2018	1322	$357.67	$0.00	$0.00	$0.00	$357.67
NARNIA STUDIOS	315 N MAIN ST		HENDERSONVLLE	NC	28792-4902	P	103808	Personal Prop.	2018	1325	$6.80	$0.00	$0.00	$0.00	$6.80
TEMPO MUSIC CENTER	244 N MAIN ST		HENDERSONVLLE	NC	28792-5069	P	103816	Personal Prop.	2018	1333	$298.76	$0.00	$0.00	$0.00	$298.76
TORQUE-IT PERFORMANCE	ERIC GRIGOREAS	53 GARY HILL DR STE 20	E FLAT ROCK	NC	28726-2105	P	103829	Personal Prop.	2018	1342	$1.68	$0.00	$0.00	$0.00	$1.68
CAMPOS, JOSE	3605 TWILIGHT DR		MULBERRY	FL	33860	P	103831	Personal Prop.	2018	1344	$14.70	$0.00	$0.00	$0.00	$14.70
PARDO, ERIKA PEREZ	390 KING CREEK BLVD		HENDERSONVILLE,	NC	287924850	P	103833	Personal Prop.	2018	1346	$18.92	$0.00	$0.00	$0.00	$18.92
OWEN, JAMES MICHAEL	220 MORRIS LN		HENDERSONVILLE,	NC	287912216	P	103835	Personal Prop.	2018	1348	$2.70	$0.00	$0.00	$0.00	$2.70
WRAY, MAURY DANA	260 BALLANTYNE COMMON CIR 102		HENDERSONVILLE	NC	28792-7349	P	103837	Personal Prop.	2018	1350	$2.45	$0.00	$0.00	$0.00	$2.45
ZABALETA, MIGUEL ANGEL	32 CHANDLER LN		HENDERSONVILLE	NC	28792-4550	P	103838	Personal Prop.	2018	1351	$97.02	$0.00	$0.00	$0.00	$97.02
ANGLIN, ERIC DEAN	207 WILMONT DR		HENDERSONVLLE,	NC	28792-3863	P	103847	Personal Prop.	2018	1360	$1.29	$0.00	$0.00	$0.00	$1.29
LAUGHTER, JAMES FRANKLIN III	48 BEECH PATH LN		HENDERSONVLLE	NC	28739-7185	P	103849	Personal Prop.	2018	1362	$87.86	$0.00	$0.00	$85.44	$2.42
KUIPER, DEBORAH	1906 ARLINGTON PL		HENDERSONVILLE	NC	28791	P	103853	Personal Prop.	2018	1366	$197.47	$0.00	$0.00	$0.00	$197.47
PRONGER, RONALD GORDON	605 HIGATE RD		HENDERSONVILLE	NC	28791-2231	P	103858	Personal Prop.	2018	1371	$5.01	$0.00	$0.00	$0.00	$5.01
ROBLES, ANTHONY	57 ASH PATH LN		HENDERSONVILLE	NC	28739	P	103866	Personal Prop.	2018	1379	$25.33	$0.00	$0.00	$0.00	$25.33
SILVER, STEVEN	12 OAK PATH LN		HENDERSONVILLE	NC	28739	P	103867	Personal Prop.	2018	1380	$14.21	$0.00	$0.00	$0.00	$14.21
ZIMMERMAN, OSWALD	707 DUNCAN HILL RD TRLR 4		HENDERSONVLLE	NC	28792-2725	P	103870	Personal Prop.	2018	1383	$21.56	$0.00	$0.00	$0.00	$21.56
DOMINGO, EDWARDO PEREZ	75 DUCHESS LN		HENDERSONVILLE	NC	28739	P	103875	Personal Prop.	2018	1388	$17.79	$0.00	$0.00	$0.00	$17.79
CASE, MICHAEL FRANKLIN	PO BOX 1543		ETOWAH	NC	28729-1543	P	103880	Personal Prop.	2018	1393	$8.09	$0.00	$0.00	$0.00	$8.09
SCHULZ, DREW	358 CLEAR CREEK RD, RM 35		HENDERSONVLLE	NC	28792	P	103888	Personal Prop.	2018	1401	$95.06	$0.00	$0.00	$0.00	$95.06
PRINCE, JOSEPH O	101 BEVERLY AVE		HENDERSONVILLE	NC	28792-5403	P	103891	Personal Prop.	2018	1404	$50.13	$0.00	$0.00	$0.00	$50.13
MATTHEWS, COURTNEY	707 DUNCAN HILL RD #10		HENDERSONVILLE	NC	28792	P	103892	Personal Prop.	2018	1405	$11.32	$0.00	$0.00	$0.00	$11.32
HATALSKI, RICHARD	102 JOHN LONG RD		GILBERT	SC	29054	P	103894	Personal Prop.	2018	1407	$9.70	$0.00	$0.00	$0.00	$9.70
GRABSKI, TIMOTHY MARTIN	828 GREEN LEAF CIR		VERO BEACH,	FL	32960-3215	P	103897	Personal Prop.	2018	1410	$9.16	$0.00	$0.00	$0.00	$9.16
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	103900	Personal Prop.	2018	1413	$6.37	$0.00	$0.00	$0.00	$6.37
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	103901	Personal Prop.	2018	1414	$8.62	$0.00	$0.00	$0.00	$8.62
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	103902	Personal Prop.	2018	1415	$6.37	$0.00	$0.00	$0.00	$6.37
MARWIN, ANGELA HILDEGARD	14 ELK HORN COURT		MILLS RIVER	NC	28759	P	103910	Personal Prop.	2018	1423	$159.62	$0.00	$0.00	$0.00	$159.62
COKER, WILLIAM MCIVER	1205 PARTRIDGE RD		SPARTANBURG	SC	29302	P	103914	Personal Prop.	2018	1427	$9.16	$0.00	$0.00	$0.00	$9.16
GOSNELL, SHEILA GAIL	PO BOX 437		ETOWAH	NC	28729	P	103917	Personal Prop.	2018	1430	$3.70	$0.00	$0.00	$0.00	$3.70
JARRELL, CHARLIE C	4218 WELDONS MILL RD		HENDERSON	NC	27537	P	103918	Personal Prop.	2018	1431	$18.76	$0.00	$0.00	$0.00	$18.76
VALVERDE MORA, JESSICA JONES	2004 ARLINGTON PL		HENDERSONVLLE,	NC	287912106	P	103920	Personal Prop.	2018	1433	$5.13	$0.00	$0.00	$0.00	$5.13
PARRIS, SHANNON	185 MORGAN RD		HENDERSONVILLE	NC	28739	P	103921	Personal Prop.	2018	1434	$8.62	$0.00	$0.00	$0.00	$8.62
THOMPSON, HOMER	707 DUNCAN HILL RD	TRLR 2	HENDERSONVILLE	NC	28792-2776	P	103922	Personal Prop.	2018	1435	$53.90	$0.00	$0.00	$0.00	$53.90
WRAY, MAURY	260 BALLANTYNE COMMON CIR APT		HENDERSONVILLE	NC	28792-7349	P	103926	Personal Prop.	2018	1439	$19.23	$0.00	$0.00	$0.00	$19.23
V ANTIVEROS CONSTRUCTION LLC	2206 DEERMOUSE WAY		HENDERSONVILLE	NC	28792	P	103929	Personal Prop.	2018	1442	$16.85	$0.00	$0.00	$0.00	$16.85
BRITTAIN, FREDA	154 OTTER TAIL LN		HENDERSONVILLE	NC	28792-6858	P	103931	Personal Prop.	2018	1444	$31.85	$0.00	$0.00	$0.00	$31.85
CLARK, ERIC M	1005 RAVEN HILL RD		SUFFOLK	VA	23434	P	103933	Personal Prop.	2018	1446	$14.67	$0.00	$0.00	$0.00	$14.67
FAMILY DOLLAR STORES OF NC #28283	PO BOX 59365		SCHAUMBURG	IL	60159-0365	P	103936	Personal Prop.	2018	1449	$129.81	$0.00	$0.00	$127.21	$2.60
RELEVE PERFORMING ARTS CENTER, LLC	JAMIE PEELER OSTEEN	2314 ASHEVILLE HWY	HENDERSONVILLE	NC	28791-1777	P	103943	Personal Prop.	2018	1456	$170.73	$0.00	$0.00	$0.00	$170.73
NHP CARILLON LLC	2050 MAIN ST	STE 800	IRVINE	CA	92614-8260	P	103968	Personal Prop.	2018	1478	$1,135.52	$0.00	$0.00	$0.00	$1,135.52
STAN'S ELECTRONICS	2314 ASHEVILLE HWY STE A		HENDERSONVLLE	NC	28791-1777	P	103972	Personal Prop.	2018	1482	$150.89	$0.00	$0.00	$0.00	$150.89
AMERICA SATELLITES LLC	128 HENDERSON CROSSING PLZ		HENDERSONVLLE	NC	28792-2879	P	103979	Personal Prop.	2018	1488	$1.96	$0.00	$0.00	$0.00	$1.96
PLANET ZEUS MEDIA LLC	PO BOX 1070		FLAT ROCK	NC	28731-1070	P	103980	Personal Prop.	2018	1489	$722.60	$0.00	$0.00	$681.05	$41.55
FOUR SEASONS DENTAL TECHNOLOGIES	100 BEVERLY HANKS CTR		HENDERSONVLLE	NC	28792-2300	P	103991	Personal Prop.	2018	1500	$104.01	$0.00	$0.00	$0.00	$104.01
MARY'S BURRITOS	1971 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	103995	Personal Prop.	2018	1504	$438.19	$0.00	$342.79	$0.00	$95.40
JOEY'S NEW YORK BAGELS, INC.	1500 HAYWOOD RD		HENDERSONVILLE	NC	28791	P	103998	Personal Prop.	2018	1506	$1,306.24	$0.00	$20.31	$0.00	$1,285.93
HARDEE'S RESTAURANTS LLC	TAX DEPT - #1501634	P O BOX 4349	ANAHEIM	CA	92803-4349	P	104009	Personal Prop.	2018	1517	$458.17	$0.00	$0.00	$0.00	$458.17
HUMISTON FAMILY CHIROPRACTIC	P O BOX 2693		HENDERSONVILLE	NC	28793-2693	P	104010	Personal Prop.	2018	1518	$585.22	$0.00	$0.00	$573.52	$11.70
YAM YOGA AND MASSAGE	410 S. KING ST		HENDERSONVILLE	NC	28792	P	104028	Personal Prop.	2018	1535	$227.61	$0.00	$0.00	$0.00	$227.61
WEIMERS, MIKE	MOJO'S BBQ & GRILL	576 UPWARD RD #3	FLAT ROCK	NC	28731-8596	P	104039	Personal Prop.	2018	1545	$209.56	$0.00	$0.00	$0.00	$209.56
CAROLINA SEAFOOD INC. - TN	LONG JOHN SILVER'S	ATTN: MIKE KERN	GAFFNEY	SC	29342-1060	P	104042	Personal Prop.	2018	1548	$441.68	$0.00	$0.00	$0.00	$441.68
KING, DICKIE H	PO BOX 898		DANA	NC	28724	P	104049	Personal Prop.	2018	1555	$90.81	$0.00	$0.00	$0.00	$90.81
HAMM, DARRELL W	PO BOX 1152		SKYLAND	NC	28776-1152	P	104059	Personal Prop.	2018	1564	$24.63	$0.00	$0.00	$0.00	$24.63
ELITE REPEAT BOUTIQUE INC	ATTN: TIFFANY ERVIN	178 FOUR SEASONS MALL	HENDERSONVLLE	NC	28792-2878	P	104061	Personal Prop.	2018	1566	$22.65	$0.00	$0.00	$0.00	$22.65
SMOKEY MOUNTAIN FUNDING, INC	239 DAVIS ST		HENDERSONVLLE	NC	28739-5263	P	104076	Personal Prop.	2018	1578	$65.33	$0.00	$0.00	$0.00	$65.33
D/B/A BRUNSONS FURNITURE CENT	PO BOX 1730		HENDERSONVLLE	NC	28793-1730	P	104090	Personal Prop.	2018	1592	$37.52	$0.00	$0.00	$0.00	$37.52
J & M GAGE REPAIR	PO BOX 157		ZIRCONIA	NC	28790	P	104091	Personal Prop.	2018	1593	$15.05	$0.00	$0.00	$0.00	$15.05
THOS. SHEPHERD & SON INC.	PO BOX 765		HENDERSONVLLE	NC	28793-0765	P	104095	Personal Prop.	2018	1596	$564.78	$0.00	$0.00	$0.00	$564.78
IONIC WARE INC	PO BOX 1290		FLAT ROCK	NC	28791	P	104100	Personal Prop.	2018	1601	$170.87	$0.00	$0.00	$0.00	$170.87
ALLIANCE CORP INC	PO BOX 883		ARDEN,	NC	287040883	P	104102	Personal Prop.	2018	1603	$359.78	$0.00	$0.00	$0.00	$359.78
BARRY ENTERPRISES INC.	INTERIORS I	2314 ASHEVILLE HWY STE B	HENDERSONVILLE	NC	28791-1776	P	104106	Personal Prop.	2018	1607	$8.18	$0.00	$0.00	$0.00	$8.18
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	P	104115	Personal Prop.	2018	1615	$455.06	$0.00	$0.00	$0.00	$455.06
PENNY INSURANCE	225 6TH AVE W		HENDERSONVLLE	NC	28739-4305	P	104126	Personal Prop.	2018	1625	$77.84	$0.00	$0.00	$0.00	$77.84
DOLLAR TREE STORES INC	GRANT THORNTON	PO BOX 59365	SCHAUMBURG	IL	60159-0365	P	104140	Personal Prop.	2018	1638	$185.43	$0.00	$0.00	$181.72	$3.71

CARDINAL CARE INC	1400 CENTREPARK BLVD	SUITE 810	WEST PALM BEACH	FL	33401	P	104149	Personal Prop.	2018	1645	$669.23	$0.00	$0.00	$0.00	$669.23
MAJ, ANTHONY	114 STATON AVENUE		HENDERSONVLLE	NC	28792-2751	P	104159	Personal Prop.	2018	1655	$199.78	$0.00	$0.00	$0.00	$199.78
GYPSY HEART INC	238 N MAIN ST		HENDERSONVLLE	NC	28792-5069	P	104170	Personal Prop.	2018	1664	$31.27	$0.00	$0.00	$0.00	$31.27
THE DUGOUT SPORTS BAR & GRILL	430 N MAIN ST		HENDERSONVILLE	NC	28792	P	104173	Personal Prop.	2018	1667	$1,273.07	$0.00	$0.00	$0.00	$1,273.07
NEVER BLUE ART	119 S MAIN STREET		HENDERSONVLLE	NC	28792-5083	P	104187	Personal Prop.	2018	1677	$1,879.83	$0.00	$0.00	$0.00	$1,879.83
BRAM, MATT	322 8TH AVENUE EAST		HENDERSONVILLE	NC	28792-3713	P	104195	Personal Prop.	2018	1682	$12.09	$0.00	$0.00	$0.00	$12.09
LEONI, TODD	PO BOX 381703		MIAMI	FL	33238	P	104201	Personal Prop.	2018	1687	$35.43	$0.00	$0.00	$0.00	$35.43
JAMES, CELESTE TURVIN	638 SPARTANBURG HWY	SUITE 70-309	HENDERSONVILLE	NC	28792-5910	P	104203	Personal Prop.	2018	1689	$5.51	$0.00	$0.00	$0.00	$5.51
WORKMAN, TELISHA LOREE	PO BOX 351		EAST FLAT ROCK	NC	28726-0351	P	104204	Personal Prop.	2018	1690	$168.80	$0.00	$0.00	$0.00	$168.80
CORE, JIMMY R	PO BOX 324		NAPLES	NC	28760	P	104205	Personal Prop.	2018	1691	$5.39	$0.00	$0.00	$0.00	$5.39
HAIRABEDIAN, DAVID ALAN	907 GARDEN LN		HENDERSONVILLE	NC	28792-5720	P	104206	Personal Prop.	2018	1692	$2.92	$0.00	$0.00	$0.00	$2.92
MUNIZ, GEORGE PHILLIP	183 LITTLE WILLOW CIR		HENDERSONVLLE	NC	28739-8345	P	104208	Personal Prop.	2018	1694	$337.29	$0.00	$0.00	$0.00	$337.29
PRICE, ROBERT BRIAN	1220 N MAIN ST		HENDERSONVLLE,	NC	28792-2529	P	104209	Personal Prop.	2018	1695	$8.11	$0.00	$0.00	$0.00	$8.11
MCCALL, STUART ADAM	321 REGAL ST		HENDERSONVILLE,	NC	28792	P	104211	Personal Prop.	2018	1697	$2.51	$0.00	$0.00	$0.00	$2.51
CANTRELL, STANLEY EDWARD	44 LITTLE PINE WAY		PROSPERITY,	SC	29127-9697	P	104212	Personal Prop.	2018	1698	$11.14	$0.00	$0.00	$0.00	$11.14
RICHARDSON, ROBERT M	325 FITZSIMMONS ST		HENDERSONVLLE	NC	28792-4367	P	104216	Personal Prop.	2018	1702	$1.62	$0.00	$0.00	$0.00	$1.62
MINER, DAVID R	225 TRIXIE CT		RUTHERFORDTON	NC	28139-8604	P	104217	Personal Prop.	2018	1703	$2.70	$0.00	$0.00	$0.00	$2.70
KUCHARCHUK, MARK STEPHEN	111 TIMBERLAND DR		HENDERSONVLLE	NC	28792-6856	P	104218	Personal Prop.	2018	1704	$42.47	$0.00	$0.00	$0.00	$42.47
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	104219	Personal Prop.	2018	1705	$54.88	$0.00	$0.00	$0.00	$54.88
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	104221	Personal Prop.	2018	1707	$25.97	$0.00	$0.00	$0.00	$25.97
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	104222	Personal Prop.	2018	1708	$39.20	$0.00	$0.00	$0.00	$39.20
CHESTER, JAMES LAMAR	55 R MERRILL LOOP		BREVARD	NC	28712-4569	P	104224	Personal Prop.	2018	1710	$1.32	$0.00	$0.00	$0.00	$1.32
OWENS, CARL HERN JR	24 KIMBRELL FARM LN		HENDERSONVILLE	NC	28792	P	104229	Personal Prop.	2018	1715	$8.09	$0.00	$0.00	$0.00	$8.09
ROGEL, J JESUS NAVA	1726 OLD SPARTANBURG RD		HENDERSONVLLE	NC	28792-6646	P	104230	Personal Prop.	2018	1716	$8.09	$0.00	$0.00	$0.00	$8.09
PEREZ, ALFREDO	707 DUNCAN HILL RD	LOT#9	HENDERSONVLLE	NC	28792-2725	P	104231	Personal Prop.	2018	1717	$33.96	$0.00	$0.00	$0.00	$33.96
ALAMAN, SANTIAGO	C/O BRUCE TYTE/FLEETWOOD CT MH	194 FOX RIDGE DR	HENDERSONVILLE	NC	28739	P	104233	Personal Prop.	2018	1719	$17.25	$0.00	$0.00	$0.00	$17.25
GARCIA, EMELIA	16 DIXIE TRAILS LN		HENDERSONVLLE,	NC	28792-6882	P	104238	Personal Prop.	2018	1724	$8.62	$0.00	$0.00	$0.00	$8.62
DAVIS, BRYAN RICHARD	56 WILD PHEASANT RUN		HENDERSONVILLE	NC	28792-8031	P	104241	Personal Prop.	2018	1727	$6.62	$0.00	$0.00	$0.00	$6.62
SMITH, MATHEW	PO BOX 235		FLAT ROCK	NC	28731	P	104244	Personal Prop.	2018	1730	$8.62	$0.00	$0.00	$0.00	$8.62
ZAPOT, MARCOL	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	104249	Personal Prop.	2018	1735	$8.62	$0.00	$0.00	$0.00	$8.62
VAZQUEZ, MANUAL	615 BROOKLYN AVE		HENDERSONVILLE	NC	28792	P	104250	Personal Prop.	2018	1736	$44.74	$0.00	$0.00	$0.00	$44.74
MARTINEZ, ANDY	615 BROOKLYN AVE LOT 4		HENDERSONVLLE	NC	28792-6868	P	104251	Personal Prop.	2018	1737	$11.86	$0.00	$0.00	$0.00	$11.86
MENDIETA, PEDRO VELAZQUEZ	35 OTTER TAIL LN		HENDERSONVILLE	NC	28792	P	104253	Personal Prop.	2018	1739	$10.24	$0.00	$0.00	$0.00	$10.24
CARRASCO, MICHELLE	38 DIXIE TRAILS LN		HENDERSONVLLE,	NC	28792-6882	P	104257	Personal Prop.	2018	1743	$21.56	$0.00	$0.00	$0.00	$21.56
BABER, LARRY GENE	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	104260	Personal Prop.	2018	1746	$19.94	$0.00	$0.00	$0.00	$19.94
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	104263	Personal Prop.	2018	1749	$12.74	$0.00	$0.00	$0.00	$12.74
SMHR INC	455 CANE CREEK RD		FLETCHER	NC	28732	P	104264	Personal Prop.	2018	1750	$30.38	$0.00	$0.00	$0.00	$30.38
CAPALBO, ELIZABETH	119 ASH PATH LN		HENDERSONVILLE	NC	28739	P	104266	Personal Prop.	2018	1752	$23.72	$0.00	$0.00	$0.00	$23.72
BERLEW, CHARLES	217 KRISTILIA LN		HENDERSONVLLE	NC	28739-6531	P	104268	Personal Prop.	2018	1754	$10.29	$0.00	$0.00	$0.00	$10.29
ROBLERO, ELEAZER	40 DUCHESS LN		HENDERSONVLLE	NC	28739-6552	P	104270	Personal Prop.	2018	1756	$83.01	$0.00	$0.00	$0.00	$83.01
PRATT, SHARON SCHULTZ	PO BOX 153		EDNEYVILLE	NC	28727	P	104271	Personal Prop.	2018	1757	$18.33	$0.00	$0.00	$0.00	$18.33
MORROW, RYAN CRAIG	6005 N ROXBORO ROAD		DURHAM	NC	27712	P	104272	Personal Prop.	2018	1758	$128.28	$0.00	$0.00	$0.00	$128.28
WILLOUGHBY, PETER ALAN	111 ASHWOOD RD		HENDERSONVILLE	NC	28791-2354	P	104278	Personal Prop.	2018	1764	$5.81	$0.00	$0.00	$0.00	$5.81
TURNER, JAMES SETH	1498 OLD FORT RD		FAIRVIEW	NC	28730	P	104280	Personal Prop.	2018	1766	$18.87	$0.00	$0.00	$0.00	$18.87
REYES, IRINEO	61 KAY THOMAS DR		HENDERSONVILLE,	NC	287922862	P	104288	Personal Prop.	2018	1774	$13.61	$0.00	$0.00	$0.00	$13.61
SKYLINE LOGISTICS LLC	1021 7TH AVE E		HENDERSONVILLE	NC	28792-2605	P	104291	Personal Prop.	2018	1777	$56.82	$0.00	$0.00	$0.00	$56.82
BETANCOURT, RICARDO	PO BOX 974		FLAT ROCK	NC	28731-0974	P	104295	Personal Prop.	2018	1781	$21.02	$0.00	$0.00	$0.00	$21.02
SHAY, PATRICK JOHN	416 ARMSTRONG AVE		HENDERSONVILLE	NC	28739	P	104297	Personal Prop.	2018	1783	$17.15	$0.00	$0.00	$0.00	$17.15
ADAMS, ROBERT WHITING JR	1207 WILLOW RD		HENDERSONVILLE	NC	28739-5645	P	104301	Personal Prop.	2018	1787	$4.91	$0.00	$0.00	$0.00	$4.91
FATZINGER, RONALD	1725 S LAKESIDE DR		HENDERSONVLLE	NC	28739	P	104325	Personal Prop.	2018	1810	$1.08	$0.00	$0.00	$0.00	$1.08
RONNINGEN DESIGN LLC	300 N MAINSTREET		HENDERSONVILLE	NC	28792-0401	P	104327	Personal Prop.	2018	1812	$82.64	$0.00	$0.00	$0.00	$82.64
IGT GLOBAL SOLUTIONS CORPORATION	10 MEMORIAL BLVD		PROVIDENCE	RI	02903-1152	P	104329	Personal Prop.	2018	1814	$114.78	$0.00	$0.00	$112.48	$2.30
PRAXAIR INC	TAX DEPT	10 RIVERVIEW DR	DANBURY	CT	06810	P	104334	Personal Prop.	2018	1819	$5.46	$0.00	$0.00	$0.00	$5.46
HARPER, WILLIAM	1108 SPARTANBURG HWY		HENDERSONVLLE	NC	28792-5825	P	104368	Personal Prop.	2018	1847	$55.13	$0.00	$0.00	$0.00	$55.13
VERGARA, FORTINA GUADARRAMA	810 S GROVE ST		HENDERSONVILLE	NC	28792	P	104381	Personal Prop.	2018	1860	$397.85	$0.00	$0.00	$0.00	$397.85
LEIGH'S HELPING ANGELS, LLC	550 FLEMING ST		HENDERSONVILLE	NC	28739	P	104386	Personal Prop.	2018	1865	$6.37	$0.00	$0.00	$0.00	$6.37
HOGAN, ROBERT LOUIS	PO BOX 955		FLAT ROCK	NC	28731	P	104387	Personal Prop.	2018	1866	$19.71	$0.00	$0.00	$0.00	$19.71
FRIDAY SERVICES INC	1944 HENDERSONVILLE RD STE A		ASHEVILLE	NC	28803-2126	P	104390	Personal Prop.	2018	1869	$39.29	$0.00	$0.00	$0.00	$39.29
SOUTHEAST CLIMATE CARE	1801 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	P	104406	Personal Prop.	2018	1885	$407.32	$0.00	$0.00	$0.00	$407.32
ADVANTAGE HOME CARE, INC	8 ELK MOUNTAIN RD		ASHEVILLE	NC	28804-2106	P	104417	Personal Prop.	2018	1896	$11.63	$0.00	$0.00	$8.96	$2.67
CASE, MARTA ROBLES	319 N KING ST		HENDERSONVLLE	NC	28792-4349	P	104420	Personal Prop.	2018	1899	$33.37	$0.00	$0.00	$19.85	$13.52
SOUTH PAINTING LLC	518 OAKHILL CT		HENDERSONVILLE	NC	28739-4146	P	104422	Personal Prop.	2018	1901	$58.37	$0.00	$0.00	$0.00	$58.37
BENSON AND BABB INTERIORS INC	PO BOX 887		HENDERSONVILLE	NC	28793-0887	P	104426	Personal Prop.	2018	1905	$63.31	$0.00	$0.00	$62.04	$1.27
SIGNATURE SIGNS & GRAPHICS, INC.	76 UPWARD RD		E FLAT ROCK,	NC	28726-2058	P	104427	Personal Prop.	2018	1906	$367.25	$0.00	$0.00	$0.00	$367.25
RICKER, WILLIAM DOUGLAS	199 RIDGE FIELD DR		HENDERSONVILLE	NC	28792	P	104430	Personal Prop.	2018	1909	$46.37	$0.00	$0.00	$0.00	$46.37
NU-WAY CLEANERS	414 S MAIN ST		HENDERSONVLLE	NC	28792-5304	P	104459	Personal Prop.	2018	1936	$37.90	$0.00	$0.00	$0.00	$37.90
INGLES MARKETS INC	CTMI	P O BOX 743068	DALLAS	TX	75374	P	104461	Personal Prop.	2018	1938	$9,810.76	$29.02	$0.00	$9,810.76	$29.02
NEFFGEN FAMILY STORES LLC	1 GANIBRILLE CT		SIMPSONVILLE	SC	29681	P	104463	Personal Prop.	2018	1940	$269.33	$0.00	$0.00	$200.00	$69.33
LINHART REALTY DBA REMAX RESULTS	PO BOX 329		HENDERSONVLLE	NC	28793-0329	P	104464	Personal Prop.	2018	1941	$103.62	$0.00	$0.00	$0.00	$103.62
PARSON INSURANCE AGENCY INC	300 BENJAMIN WAY		HENDERSONVILLE	NC	28792	P	104473	Personal Prop.	2018	1949	$33.08	$0.00	$0.00	$0.00	$33.08
FLEX 4 FITNESS	CHRIS BROWN	1570 FOUR SEASONS BLVD	HENDERSONVILLE	NC	28792	P	104492	Personal Prop.	2018	1966	$713.30	$0.00	$0.00	$0.00	$713.30
LAUB, JAMES R JR SOLE MBR	59 HIGHLANDS SQUARE DR		HENDERSONVILLE	NC	28792-5027	P	104493	Personal Prop.	2018	1967	$291.51	$0.00	$0.00	$0.00	$291.51
CANDY CAKES BATH BAKERY	610 SPARTANBURG HIGHWAY #2		HENDERSONVILLE	NC	28792	P	104511	Personal Prop.	2018	1981	$12.24	$0.00	$0.00	$0.00	$12.24
CARDINAL CARE INC	1400 CENTREPARK BLVD	SUITE 810	WEST PALM BEACH	FL	33401	P	104512	Personal Prop.	2018	1982	$514.80	$0.00	$0.00	$0.00	$514.80
MACDONALD, NANCY	233 DAVIS STREET		HENDERSONVLLE	NC	28739-5263	P	104521	Personal Prop.	2018	1991	$23.91	$0.00	$0.00	$0.00	$23.91
FOUR SEASONS CHRISTMAS GARDEN DEC	SHERRY SCHMIDT	127 FOXWOOD DR	HENDERSONVLLE	NC	28791-8504	P	104527	Personal Prop.	2018	1996	$11.64	$0.00	$0.00	$0.00	$11.64
RHA HEALTH SERVICES	ATTN: NICK SULAIMAN	1819 PEACHTREE RD., NE,	ATLANTA	GA	30309	P	104530	Personal Prop.	2018	1999	$178.22	$0.00	$0.00	$0.00	$178.22
SOHO NAIL SPA	638 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104538	Personal Prop.	2018	1000004	$152.98	$0.00	$0.00	$0.00	$152.98
PACO'S TCUSTOM TILE & STONE	2560 CHIMNEY ROCK RD STE F		HENDERSONVILLE	NC	28792	P	104539	Personal Prop.	2018	1000005	$202.19	$0.00	$0.00	$0.00	$202.19
SHEFITNESS	142 JOEL WRIGHT DR		HENDERSONVILLE	NC	28792	P	104540	Personal Prop.	2018	1000006	$76.00	$0.00	$0.00	$0.00	$76.00

DUKE ENERGY CAROLINAS, LLC	550 SOUTH TRYON ST (DEC41B)		CHARLOTTE	NC	28202	P	104543	Personal Prop.	2018	2026	$121.43	$0.00	$0.00	$119.00	$2.43
CANDO AUTO SALES	1516 SPARTANBURG HWY		HENDERSONVILLE	NC	28792	P	104551	Personal Prop.	2018	1000012	$30.46	$0.00	$0.00	$0.00	$30.46
NORTHSTATE BUILDING CORP	778 N CHURCH ST		HENDERSONVILLE	NC	28792	P	104555	Personal Prop.	2018	1000016	$159.76	$0.00	$0.00	$157.61	$2.15
RED MOUNTAIN LANDSCAPES	321 S WASHINGTON ST		HENDERSONVILLE	NC	28739	P	104556	Personal Prop.	2018	1000017	$84.57	$0.00	$0.00	$0.00	$84.57
DUNCAN, BILLY DALE	110 GLOVER RD		GASTONIA	NC	28056	P	104559	Personal Prop.	2018	1000020	$35.98	$0.00	$0.00	$0.00	$35.98
DANCE ETC	611 KANUGA RD		HENDERSONVILLE	NC	28739	P	104562	Personal Prop.	2018	1000023	$109.32	$0.00	$0.00	$0.00	$109.32
TONY'S AUTO REPAIR	114 STATON AVE		HENDERSONVILLE	NC	28792	P	104569	Personal Prop.	2018	1000030	$400.85	$0.00	$0.00	$0.00	$400.85
J. BARTHOLOMEW CONSTRUCTION LLC	PO BOX 2017		HENDERSONVILLE	NC	28793	P	104570	Personal Prop.	2018	1000031	$621.61	$0.00	$304.39	$290.96	$26.26
MIMI'S MOUNTAIN MIXES	120 CHADWICK AVE	STE 17	HENDERSONVILLE	NC	28792	P	104572	Personal Prop.	2018	1000032	$6.46	$0.00	$0.00	$0.00	$6.46
HILLMAN GROUP INC (THE)	8990 S KYRENE RD		TEMPE	AZ	85284-2907	P	104576	Personal Prop.	2018	1000036	$123.12	$0.00	$0.00	$119.73	$3.39
COMPASS GROUP USA INC.	P O BOX 743068		DALLAS	TX	75374	P	104577	Personal Prop.	2018	1000037	$62.05	$0.00	$0.00	$0.00	$62.05
WILLIAMS SCOTSMAN INC.	MARVIN POER	PO BOX 802809	DALLAS,	TX	75380	P	104581	Personal Prop.	2018	1000041	$93.79	$0.00	$0.00	$0.00	$93.79
WILLIAMS SCOTSMAN INC.	MARVIN POER	PO BOX 802809	DALLAS,	TX	75380	P	104582	Personal Prop.	2018	1000042	$93.79	$0.00	$0.00	$0.00	$93.79
WABASHA LEASING LLC	PO BOX 80615		INDIANAPOLIS	IN	46280	P	104583	Personal Prop.	2018	1000043	$201.03	$0.00	$0.00	$0.00	$201.03
CONOPCO INC	P O BOX 550609		ATLANTA	GA	30355-3109	P	104584	Personal Prop.	2018	1000044	$8.83	$0.00	$0.00	$0.00	$8.83
WESTERN UNION FINANCIAL SERVICES IN	PROPERTY TAX	7001 E BELLEVIEW AVE STE 680	DENVER	CO	80237-3284	P	104585	Personal Prop.	2018	1000045	$28.19	$0.00	$0.00	$0.00	$28.19
WABASHA LEASING LLC	PO BOX 80615		INDIANAPOLIS	IN	46280	P	104586	Personal Prop.	2018	1000046	$56.64	$0.00	$0.00	$0.00	$56.64
WABASHA LEASING LLC	PO BOX 80615		INDIANAPOLIS	IN	46280	P	104589	Personal Prop.	2018	1000049	$11.94	$0.00	$0.00	$0.00	$11.94
ASAP PROMOTIONALS	779 N CHURCH ST	STE B	HENDERSONVILLE	NC	28792	P	104590	Personal Prop.	2018	1000050	$51.66	$0.00	$0.00	$50.63	$1.03
BLUE RIDGE PHARMACY, INC.	ROBERT D. CLAYTON	600 CAROLINA VILLAGE RD STE Z	HENDERSONVILLE	NC	28792-2892	P	104591	Personal Prop.	2018	1000051	$117.78	$0.00	$0.00	$0.00	$117.78
BLUE RIDGE RETIREMENT	ATTN: STEPHANIE BROWN	1000 W ALLEN ST	HENDERSONVILLE	NC	28792	P	104592	Personal Prop.	2018	1000052	$358.22	$0.00	$0.00	$0.00	$358.22
MOUNTAIN APPLIANCES	223 DUNCAN HILL RD		HENDERSONVILLE	NC	28792	P	104594	Personal Prop.	2018	1000054	$137.45	$0.00	$0.00	$0.00	$137.45
DROP AND PLAY, LLC	2512 HAYWOOD RD		HENDERSONVILLE	NC	28791	P	104596	Personal Prop.	2018	1000056	$109.69	$0.00	$0.00	$0.00	$109.69
THE BREWERY EXPERIENCE	660 BRITTON CREEK DR		HENDERSONVILLE	NC	28791	P	104597	Personal Prop.	2018	1000057	$19.68	$0.00	$16.37	$0.00	$3.31
CHILDREN'S WORLD CENTER, INC.	814 N OAK ST		HENDERSONVILLE	NC	28791	P	104598	Personal Prop.	2018	1000058	$163.59	$0.00	$104.72	$0.00	$58.87
HIGH CALIBER CUSTOM TATTOOS	2024 ASHEVILLE WHY	SUITE C	HENDERSONVILLE	NC	28791	P	104605	Personal Prop.	2018	1000064	$8.40	$0.00	$0.00	$0.00	$8.40
SUPERIOR COMFORT SYSTEMS	1402 7TH AVE E		HENDERSONVILLE	NC	28792	P	104608	Personal Prop.	2018	1000067	$311.01	$0.00	$0.00	$297.79	$13.22
STEPS TO HOPE ACADEMY, LLC	205 THOMPSON ST		HENDERSONVILLE	NC	28792	P	104609	Personal Prop.	2018	1000068	$272.25	$0.00	$0.00	$0.00	$272.25
ROOT PERFORMANCE FITNESS	330 7TH AVE E		HENDERSONVILLE	NC	28792	P	104612	Personal Prop.	2018	1000071	$157.59	$0.00	$0.00	$0.00	$157.59
MATTRESS MAN	1900 FOUR SEASONS BLVD		HENDERSONVILLE	NC	28792	P	104615	Personal Prop.	2018	1000074	$272.73	$0.00	$0.00	$0.00	$272.73
FREEBURG PIANOS	2314 ASHEVILLE HWY #D&E		HENDERSONVILLE	NC	28791	P	104618	Personal Prop.	2018	1000077	$67.99	$0.00	$0.00	$0.00	$67.99
MITTEN VAPORS	2024 ASHEVILLE HWY	SUITE F	HENDERSONVILLE	NC	28791	P	104619	Personal Prop.	2018	1000078	$26.95	$0.00	$0.00	$0.00	$26.95
HEARTLAND HARPS AND MUSIC	713 RAY AVE.		HENDERSONVILLE	NC	28792	P	104621	Personal Prop.	2018	1000080	$178.24	$0.00	$0.00	$0.00	$178.24
THE POE HOUSE	105 1ST AVE W		HENDERSONVILLE	NC	28792	P	104622	Personal Prop.	2018	1000081	$537.21	$0.00	$0.00	$0.00	$537.21
THE BAKER'S BOX	430 KANUGA RD		HENDERSONVILLE	NC	28739	P	104624	Personal Prop.	2018	1000083	$55.83	$0.00	$0.00	$0.00	$55.83
SANCTUARY BREWING COMPANY, LLC	147 1ST AVE E		HENDERSONVILLE	NC	28739	P	104625	Personal Prop.	2018	1000084	$369.88	$0.00	$170.19	$0.00	$199.69
COLLINS AUTO SALES & DETAIL	544 S GROVE ST		HENDERSONVILLE	NC	28792	P	104627	Personal Prop.	2018	1000086	$113.49	$0.00	$0.00	$0.00	$113.49
ALL ABOUT GUTTERS, INC	96 GRIST MILL DR		HENDERSONVILLE	NC	28739	P	104628	Personal Prop.	2018	1000087	$53.41	$0.00	$0.00	$0.00	$53.41
SHARA'S CAKES	25 S SUNBERRY TRL		FLETCHER	NC	28732	P	104629	Personal Prop.	2018	1000088	$54.79	$0.00	$52.01	$0.00	$2.78
BALSAM WEST FIBERNET LLC	35 BONNIE LANE		SYLVA	NC	28779	P	96196	Personal Prop.	2018	2005	$69.05	$0.00	$0.00	$0.00	$69.05
CELLCO PARTNERSHIP	PO BOX 635		BASKING RIDGE	NJ	07920	P	96200	Personal Prop.	2018	2009	$3,539.97	$0.00	$0.00	$0.00	$3,539.97
DUKE ENERGY CAROLINAS, LLC	550 SOUTH TRYON ST (DEC41B)		CHARLOTTE	NC	28202	P	96201	Personal Prop.	2018	2010	$679.74	$0.00	$0.00	$666.15	$13.59
DUKE ENERGY CAROLINAS, LLC	550 SOUTH TRYON ST (DEC41B)		CHARLOTTE	NC	28202	P	98387	Personal Prop.	2018	2024	$73,667.77	$0.00	$0.00	$72,194.41	$1,473.36

City of Hendersonville
Tax Collection Percentage Report
6/21/2021

	2018			2017			2016			2015		
Taxes	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected
City	8,092,449.05	85,705.22	98.94%	7,609,436.45	33,823.76	99.56%	7,388,772.72	18,457.86	99.75%	7,265,409.58	23,092.61	99.68%
Main St	236,420.81	4,419.99	98.13%	239,804.17	3,381.25	98.59%	239,240.67	1,147.15	99.52%	236,775.97	621.38	99.74%
7th Avenue	17,938.86	323.02	98.20%	17,830.49	34.34	99.81%	17,917.39	140.53	99.22%	17,914.43	27.87	99.84%
	8,346,808.72	90,448.23	98.92%	7,867,071.11	37,239.35	99.53%	7,645,930.78	19,745.54	99.74%	7,520,099.98	23,741.86	99.68%
	Collected % Year of Levy		97.97%	Collected % Year of Levy		97.15%	Collected % Year of Levy		98.17%	Collected % Year of Levy		98.01%

	2014			2013			2012			2011		
Taxes	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected
City	6,931,482.25	14,079.28	99.80%	6,422,734.81	15,589.40	99.76%	6,379,758.00	7,155.49	99.89%	6,449,354.56	10,234.52	99.84%
Main St	229,054.70	464.05	99.80%	231,915.62	995.31	99.57%	239,908.42	229.46	99.90%	258,968.00	150.88	99.94%
7th Avenue	10,780.30	57.67	99.47%	11,092.32	5.16	99.95%	11,110.22		100.00%	11,588.08	-	100.00%
	7,171,317.25	14,601.00	99.80%	6,665,742.75	16,589.87	99.75%	6,630,776.64	7,384.95	99.89%	6,719,910.64	10,385.40	99.85%
	Collected % Year of Levy		97.87%	Collected % Year of Levy		98.58%	Collected % Year of Levy		97.92%	Collected % Year of Levy		97.17%

	2010			2009		
Taxes	Billed	Unpaid	% Collected	Billed	Unpaid	% Collected
City	6,366,739.97	9,882.59	99.84%	6,314,913.50	9,447.24	99.85%
Main St	235,783.18	5.17	100.00%	238,636.60	1,041.84	99.56%
7th Avenue	8,458.76	-	100.00%	8,612.33	8.80	99.90%
	6,610,981.91	9,887.76	99.85%	6,562,162.43	10,497.88	99.84%
	Collected % Year of Levy		96.86%	Collected % Year of Levy		97.10%

City of Hendersonville
Tax Settlment of Taxes Charged to Jesse Ivens
6/20/2021

	Charged to the Deputy Tax Collector	Adjustments	Insolvent	Collections	Uncollected
Real/Personal Property	240,521.76				240,521.76
Fees	1,282.95				1,282.95
Interest	103,068.67	3,402.61			106,471.28
Total	$ 344,873.38	$ 3,402.61	$ -	$ -	$ 348,275.99

Customer Name	Address 1	Address 2	City	State	Zip	Proper	Property ID	AR Category2	Bill Year	Bill Number	Billed	Adjusted	Abated/Exempt	Payments/Credits	Unpaid Balance
EASTSIDE ASSOCIATES LLC	337 SCHOONER LANE		CARBONDALE	CO	81623	R	10-11640	Real Prop.	2013	3632	$847.06	$2.80	$0.00	$0.00	$849.86
EASTSIDE ASSOCIATES LLC	337 SCHOONER LN		CARBONDALE	CO	81623	R	10-14817	Real Prop.	2013	3729	$1,462.06	$2.80	$0.00	$0.00	$1,464.86
ROBINSON, CARROLL K	618 WEST ALLEN STREET		HENDERSONVILLE	NC	28739-4926	R	10-8439	Real Prop.	2013	1423	$314.88	$34.29	$0.00	$251.21	$97.96
PARKS, REGINA	CARROLL ROBINSON	618 W ALLEN ST	HENDERSONVILLE	NC	28739-4926	R	11-3589	Real Prop.	2013	2343	$487.90	$2.80	$0.00	$184.71	$305.99
NELSON, ELIZABETH SMALL	JANET SPELLMON	35 RUSS MILLER LN	E FLAT ROCK	NC	28726-2868	R	99-05961	Real Prop.	2013	4167	$10.66	$2.80	$0.00	$0.00	$13.46
EASTSIDE ASSOCIATES LLC	122 HICKORY KINGDOM RD		BEDFORD	NY	10506	R	10-11640	Real Prop.	2014	3623	$909.04	$2.80	$0.00	$0.00	$911.84
EASTSIDE ASSOCIATES LLC	122 HICKORY KINGDOM RD		BEDFORD	NY	10506	R	10-14817	Real Prop.	2014	3720	$1,569.04	$2.80	$0.00	$0.00	$1,571.84
HORNE, KENNETH T	826 N OAK ST		HENDERSONVLLE	NC	28791-3464	R	10-6207	Real Prop.	2014	1024	$144.76	$2.80	$0.00	$0.00	$147.56
DOROTHY J DREW LIVING TRUST	TRACY SMART	PO BOX 216	LAYTONVILLE	CA	95454	R	10-8017	Real Prop.	2014	1357	$429.88	$2.80	$0.00	$0.00	$432.68
ROBINSON, CARROLL K	618 WEST ALLEN STREET		HENDERSONVILLE	NC	28739-4926	R	10-8439	Real Prop.	2014	1426	$337.92	$2.80	$0.00	$0.00	$340.72
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVILLE	NC	28791-2140	R	10-9766	Real Prop.	2014	1667	$113.52	$2.80	$0.00	$0.00	$116.32
WALKER, ANDREW J	714 TOWHEE DR		HENDERSONVILLE	NC	28792-6857	R	11-0927	Real Prop.	2014	1868	$247.72	$2.80	$0.00	$221.20	$29.32
PARKS, REGINA	618 W ALLEN ST		HENDERSONVILLE	NC	28739-4926	R	11-3589	Real Prop.	2014	2339	$523.60	$2.80	$0.00	$0.00	$526.40
OBRADY, MAGGI	KATTERMAN4 HOLDINGS LLC	110 BALER DR	MILLS RIVER	NC	28759	R	11-4683	Real Prop.	2014	2548	$417.12	$2.80	$0.00	$0.00	$419.92
KING, GARY J	PO BOX 536		MOUNTAIN HOME	NC	28758	R	99-05250	Real Prop.	2014	4093	$20.24	$2.80	$0.00	$0.00	$23.04
NELSON, ELIZABETH SMALL	131 ROCK SPRINGS WAY		ROCK HILL	SC	29730-6149	R	99-05961	Real Prop.	2014	4200	$11.44	$2.80	$0.00	$0.00	$14.24
EASTSIDE ASSOCIATES LLC	122 HICKORY KINGDOM RD		BEDFORD	NY	10506	R	10-11640	Real Prop.	2015	3610	$1,023.50	$3.88	$0.00	$0.00	$1,027.38
EASTSIDE ASSOCIATES LLC	300 CHADWICK SQUARE CT		HENDERSONVILLE	NC	28739-3218	R	10-14817	Real Prop.	2015	3698	$1,869.44	$3.88	$0.00	$0.00	$1,873.32
GRAY, TONY	536 EHHRINGHAUS STT		HENDERSONVILLE	NC	28739-4118	R	10-4891	Real Prop.	2015	809	$443.44	$3.88	$0.00	$400.47	$46.85
WHITTENBURG, MYRTLE	PO BOX 5203		HYATTSVILLE	MD	20782-0203	R	10-5513	Real Prop.	2015	907	$21.62	$3.88	$0.00	$0.00	$25.50
HORNE, KENNETH T	826 N OAK ST		HENDERSONVLLE	NC	28791-3464	R	10-6207	Real Prop.	2015	1018	$151.34	$3.88	$0.00	$0.00	$155.22
ROBINSON, CARROLL K	618 WEST ALLEN STREET		HENDERSONVLLE	NC	28739-4926	R	10-8439	Real Prop.	2015	1418	$595.70	$3.88	$0.00	$0.00	$599.58
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	R	10-9766	Real Prop.	2015	1658	$118.68	$3.88	$0.00	$0.00	$122.56
SMITH, ADRIENNE	GAIL SAMANTHA SMITH	1010 HIGHLAND AVE	HENDERSONVILLE	NC	28792-3735	R	11-0347	Real Prop.	2015	1749	$248.40	$3.88	$0.00	$15.50	$236.78
PARKS, REGINA	618 W ALLEN ST		HENDERSONVILLE	NC	28739-4926	R	11-3589	Real Prop.	2015	2325	$555.22	$3.88	$0.00	$0.00	$559.10
KATTERMANN4 HOLDINGS LLC	110 BALER DR		MILLS RIVER	NC	28759	R	11-4683	Real Prop.	2015	2532	$441.14	$3.88	$0.00	$0.00	$445.02
RODRIGUEZ, JUAN CARLOS	PO BOX 214		NAPLES	NC	28760	R	11-4781	Real Prop.	2015	2557	$248.40	$3.88	$0.00	$0.00	$252.28
WILLIAMS, MAMIE D	810 3RD AVE W		HENDERSONVILLE	NC	28739-4866	R	11-4889	Real Prop.	2015	2578	$373.06	$3.88	$0.00	$357.83	$19.11
KING, GARY J	PO BOX 536		MOUNTAIN HOME	NC	28758	R	99-05250	Real Prop.	2015	4106	$21.16	$3.88	$0.00	$0.00	$25.04
NELSON, ELIZABETH SMALL	131 ROCK SPRINGS WAY		ROCK HILL S	SC	29730-6149	R	99-05961	Real Prop.	2015	4210	$11.96	$3.88	$0.00	$0.00	$15.84
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	99-37461	Real Prop.	2015	4640	$86.94	$3.88	$0.00	$0.00	$90.82
ALEXANDER, CHRISTOPHER	124 CEDAR BLUFFS DR	APT A	HENDERSONVLLE	NC	28792-8651	R	99-59109	Real Prop.	2015	5398	$320.62	$3.88	$0.00	$0.00	$324.50
LEDBETTER, LOUISE	2019 OLD SPARTANBURG RD		HENDERSONVLLE	NC	28792-6656	R	01-09151	Real Prop.	2016	1547	$297.62	$3.77	$0.00	$0.00	$301.39
MULCAHY, JANET P	713 WILDFLOWER LN		HENDERSONVILLE	NC	28792-5880	R	01-12178	Real Prop.	2016	2082	$686.32	$3.77	$0.00	$2.23	$687.86
KNIGHT, RUTH	830 7TH AVE E		HENDERSONVLLE	NC	28792-2602	R	01-14482	Real Prop.	2016	2479	$386.28	$3.77	$0.00	$0.00	$390.05
LIFE CENTER OF DELIVERANCE IN A NC CO	656 CHERRY ST		HENDERSONVLLE	NC	28792-3815	R	10-1834	Real Prop.	2016	299	$27.14	$3.77	$0.00	$17.14	$13.77
GOSSETT, ANGELIA D	807 N WHITTED ST		HENDERSONVLLE	NC	28791-3355	R	10-4602	Real Prop.	2016	749	$382.72	$3.77	$0.00	$266.57	$119.92
GRAY, TONY	536 EHHRINGHAUS STT		HENDERSONVILLE	NC	28739-4118	R	10-4891	Real Prop.	2016	804	$443.44	$3.77	$0.00	$0.00	$447.21
WHITTENBURG, MYRTLE ESTATE	MYRON WHITTENBURG	2008 FRANKLIN ST NE	WASHINGTON	DC	20018-2546	R	10-5513	Real Prop.	2016	901	$21.62	$3.77	$0.00	$0.00	$25.39
FAKHOURY, KEVIN A	1825 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	R	10-5749	Real Prop.	2016	928	$113.16	$3.77	$0.00	$115.17	$1.76
HORNE, KENNETH T	826 N OAK ST		HENDERSONVLLE	NC	28791-3464	R	10-6207	Real Prop.	2016	1011	$151.34	$3.77	$0.00	$0.00	$155.11
JOHNSON LAW FIRM PA	PO BOX 1288		ARDEN	NC	28704	R	10-7303	Real Prop.	2016	1236	$123.28	$3.77	$0.00	$116.69	$10.36
SMART, TRACY M	44911 HWY 101 N PMB 216		LAYTONVILLE	CA	95454-9010	R	10-8017	Real Prop.	2016	1344	$471.04	$3.77	$0.00	$0.00	$474.81
ROBINSON, CARROLL K	618 WEST ALLEN STREET		HENDERSONVLLE	NC	28739-4926	R	10-8439	Real Prop.	2016	1412	$595.70	$3.77	$0.00	$0.00	$599.47
EVERETT, ERIN	846 TEMON ST		HENDERSONVLLE	NC	28739-5604	R	10-9644	Real Prop.	2016	1630	$315.56	$3.77	$0.00	$21.49	$297.84
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	R	10-9766	Real Prop.	2016	1650	$118.68	$3.77	$0.00	$0.00	$122.45
PHILLIPS, TIMOTHY EDD	1916 ARLINGTON PL		HENDERSONVILLE	NC	28791	R	11-0264	Real Prop.	2016	1726	$611.34	$3.77	$0.00	$588.01	$27.10
SMITH, ADRIENNE	GAIL SAMANTHA SMITH	1010 HIGHLAND AVE	HENDERSONVILLE	NC	28792-3735	R	11-0347	Real Prop.	2016	1741	$248.40	$3.77	$0.00	$0.00	$252.17
RICHARDSON, ROBERT M JR	325 FITZSIMMONS ST		HENDERSONVLLE	NC	28792-4367	R	11-0834	Real Prop.	2016	1836	$258.52	$3.77	$0.00	$26.47	$235.82
SHEPPARD, WALTER R JR	PO BOX 797		FLETCHER	NC	28732-0797	R	11-2008	Real Prop.	2016	2050	$288.42	$3.77	$0.00	$0.00	$292.19
PARKS, REGINA	618 W ALLEN ST		HENDERSONVILLE	NC	28739-4926	R	11-3589	Real Prop.	2016	2316	$555.22	$3.77	$0.00	$0.00	$558.99
KATTERMANN4 HOLDINGS LLC	110 BALER DR		MILLS RIVER	NC	28759	R	11-4683	Real Prop.	2016	2521	$441.14	$3.77	$0.00	$0.00	$444.91
RODRIGUEZ, JUAN CARLOS	PO BOX 214		NAPLES	NC	28760	R	11-4781	Real Prop.	2016	2546	$248.40	$3.77	$0.00	$0.00	$252.17
WILLIAMS, MAMIE D	810 3RD AVE W		HENDERSONVLLE	NC	28739-4866	R	11-4889	Real Prop.	2016	2567	$373.06	$3.77	$0.00	$0.00	$376.83
NEIMANN, BEATRICE	142 LOST HORSE LANE		HENDERSONVILLE	NC	28739	R	11-7003	Real Prop.	2016	2955	$221.72	$3.77	$0.00	$0.00	$225.49
SOMERS, ANTHONY B	102 NELL AVE		HENDERSONVILLE	NC	28791	R	99-03000	Real Prop.	2016	3953	$4.60	$3.77	$0.00	$0.00	$8.37
KING, GARY J	PO BOX 536		MOUNTAIN HOME	NC	28758	R	99-05250	Real Prop.	2016	4114	$21.16	$3.77	$0.00	$0.00	$24.93
DOBBS, BLANCHE J/TRUSTEE	233 KENNEDY ST #605	WINNIPEG MANITOBA	R3C3J5	CA		R	99-05708	Real Prop.	2016	4196	$129.26	$3.77	$0.00	$122.41	$10.62
DOBBS, BLANCHE J	233 KENNEDY ST #605	WINNIPEG MANITOBA	R3C3J5	CA		R	99-05709	Real Prop.	2016	4197	$88.32	$3.77	$0.00	$78.23	$13.86
NELSON, ELIZABETH SMALL	131 ROCK SPRINGS WAY		ROCK HILL	SC	29730-6149	R	99-05961	Real Prop.	2016	4218	$11.96	$3.77	$0.00	$0.00	$15.73
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	99-37461	Real Prop.	2016	4647	$86.94	$3.77	$0.00	$0.00	$90.71
EICHOLTZ, KENNETH	1075 GREENWOOD DR APT 4		HENDERSONVILLE	NC	28791-1979	R	99-40490	Real Prop.	2016	4745	$1.38	$3.77	$0.00	$0.00	$5.15
HAYWOOD MANOR CLUSTER D HOMEOW	PO BOX 59		HENDERSONVILLE	NC	28793	R	99-41523	Real Prop.	2016	4775	$3.22	$3.77	$0.00	$0.00	$6.99
SANTOS, NESTOR HERNADEZ	1420 MARTIN CR		HENDERSONVLLE	NC	28792-2639	R	99-59106	Real Prop.	2016	5413	$353.28	$3.77	$0.00	$0.00	$357.05
ALEXANDER, CHRISTOPHER	1421 MARTIN CIR		HENDERSONVLLE	NC	28792-2640	R	99-59109	Real Prop.	2016	5416	$320.62	$3.77	$0.00	$0.00	$324.39
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	10-04263	Real Prop.	2017	338	$130.19	$2.98	$0.00	$0.00	$133.17
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	10-04991	Real Prop.	2017	376	$115.62	$2.98	$0.00	$0.00	$118.60
DAVIS, CHRISTINA ANN	137 MORNINGSIDE LN		HENDERSONVILLE	NC	28792-3229	R	10-08776	Real Prop.	2017	585	$434.75	$2.98	$0.00	$0.00	$437.73
BABER, LARRY	611 KANUGA RD		HENDERSONVILLE	NC	28739	R	10-12638	Real Prop.	2017	832	$566.35	$2.98	$0.00	$0.00	$569.33
MULLEN, JOEL K.	1134 CAROUSEL LN		HENDERSONVILLE	NC	28792	R	10-13736	Real Prop.	2017	883	$713.46	$2.98	$0.00	$0.00	$716.44
JAMES, KAREN NEWBORN	702 WHITE SPARROW DR		HENDERSONVILLE	NC	28792-2661	R	10-1421	Real Prop.	2017	907	$239.70	$2.98	$0.00	$0.00	$242.68
MAJEBE, MARY CISSY TRUSTEE	369 MONTFORD AVE		ASHEVILLE	NC	28801	R	10-1442	Real Prop.	2017	917	$625.57	$2.98	$0.00	$564.61	$63.94
HARPER, WILLIAM L	1108 SPARTANBURG HWY		HENDERSONVLLE	NC	28792-5825	R	10-16931	Real Prop.	2017	1050	$9,347.36	$2.98	$0.00	$532.63	$8,817.71
LIFE CENTER OF DELIVERANCE IN A NC CO	656 CHERRY ST		HENDERSONVLLE	NC	28792-3815	R	10-1834	Real Prop.	2017	1101	$27.73	$2.98	$0.00	$0.00	$30.71
DAVES, MARY SUE	C/O MARY SUE MURRAY	2021 ARLINGTON PLAC	HENDERSONVILLE	NC	28791	R	10-3069	Real Prop.	2017	1331	$277.07	$2.98	$0.00	$179.76	$100.29
SLAUGHTER, GAIL	339 GREENVILLE ST		SALUDA`	NC	28773	R	10-3203	Real Prop.	2017	1359	$572.93	$2.98	$0.00	$0.00	$575.91
LONG, CAROLINE	PO BOX 1095		FLAT ROCK	NC	28731-1095	R	10-4113	Real Prop.	2017	1497	$453.08	$2.98	$0.00	$0.00	$456.06
HENSLEY, CLYDE WAYNE	P.O. BOX 1969		SKYLAND	NC	28776	R	10-4313	Real Prop.	2017	1534	$108.10	$2.98	$0.00	$0.00	$111.08
GOINES, DOROTHY	CHARLES GOINES	116 FARM LANE	MILLS RIVER	NC	28759-6273	R	10-4413	Real Prop.	2017	1558	$415.01	$2.98	$0.00	$362.64	$55.35

GOSSETT, ANGELIA D	807 N WHITTED ST		HENDERSONVLLE	NC	28791-3355	R	10-4602	Real Prop.	2017	1584	$391.04	$2.98	$0.00	$0.00	$394.02
GRAY, TONY	536 EHHRINGHAUS STT		HENDERSONVILLE	NC	28739-4118	R	10-4891	Real Prop.	2017	1639	$453.08	$272.58	$0.00	$120.00	$605.66
WHITTENBURG, MYRTLE ESTATE	MYRON WHITTENBURG	2008 FRANKLIN ST NE	WASHINGTON	DC	20018-2546	R	10-5513	Real Prop.	2017	1736	$22.09	$2.98	$0.00	$0.00	$25.07
FAKHOURY, KEVIN A	1825 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	R	10-5749	Real Prop.	2017	1763	$115.62	$2.98	$0.00	$0.00	$118.60
HARPER, WILLIAM L	1108 SPTGHWY		HENDERSONVILLE	NC	28792	R	10-5959	Real Prop.	2017	1806	$174.64	$2.98	$0.00	$0.00	$177.62
ROSS, FLETCHER	624 JONAS ST		HENDERSONVILLE	NC	28792-3825	R	10-6136	Real Prop.	2017	1829	$343.10	$2.98	$0.00	$124.31	$221.77
HORNE, KENNETH T	826 N OAK ST		HENDERSONVILLE	NC	28791-3464	R	10-6207	Real Prop.	2017	1844	$154.63	$2.98	$0.00	$0.00	$157.61
JOHNSON LAW FIRM PA	PO BOX 1288		ARDEN	NC	28704	R	10-7303	Real Prop.	2017	2066	$125.96	$2.98	$0.00	$0.00	$128.94
SMART, TRACY M TRUSTEE	44911 HWY 101 N PMB 216		LAYTONVILLE	CA	95454-9010	R	10-8017	Real Prop.	2017	2173	$481.28	$265.78	$0.00	$0.00	$747.06
ROBINSON, CARROLL K	618 WEST ALLEN STREET		HENDERSONVLLE	NC	28739-4926	R	10-8439	Real Prop.	2017	2240	$608.65	$272.58	$0.00	$0.00	$881.23
LEDBETTER, LOUISE HEIRS	2019 OLD SPARTANBURG RD		HENDERSONVILLE	NC	28792-6656	R	10-9151	Real Prop.	2017	2375	$304.09	$2.98	$0.00	$0.00	$307.07
MITCHUM, JAMES EST SR	906 HOLMES ST		HENDERSONVLLE	NC	28739-4144	R	10-9467	Real Prop.	2017	2430	$386.34	$2.98	$0.00	$0.00	$389.32
FRANKLIN, SHERRY ANN	537 FITZSIMMONS ST		HENDERSONVILLE	NC	28792	R	10-9491	Real Prop.	2017	2435	$8.93	$2.98	$0.00	$0.00	$11.91
EVERETT, ERIN	846 TEMON ST		HENDERSONVLLE	NC	28739-5604	R	10-9644	Real Prop.	2017	2457	$322.42	$2.98	$0.00	$0.00	$325.40
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	R	10-9766	Real Prop.	2017	2477	$121.26	$2.98	$0.00	$0.00	$124.24
PHILLIPS, TIMOTHY EDD	1916 ARLINGTON PL		HENDERSONVILLE	NC	28791	R	11-0264	Real Prop.	2017	2553	$624.63	$2.98	$0.00	$0.00	$627.61
SMITH, ADRIENNE	GAIL SAMANTHA SMITH	1010 HIGHLAND AVE	HENDERSONVILLE	NC	28792-3735	R	11-0347	Real Prop.	2017	2568	$253.80	$2.98	$0.00	$50.00	$206.78
TIHPEN, PETSON	710 WHITE SPARROW DR		HENDERSONVILLE	NC	28792	R	11-0670	Real Prop.	2017	2634	$265.55	$2.98	$0.00	$261.57	$6.96
RICHARDSON, ROBERT M JR	325 FITZSIMMONS ST		HENDERSONVILLE	NC	28792-4367	R	11-0834	Real Prop.	2017	2662	$264.14	$2.98	$0.00	$0.00	$267.12
WALKER, ANDREW J	714 TOWHEE DR		HENDERSONVILLE	NC	28792	R	11-0927	Real Prop.	2017	2673	$315.84	$2.98	$0.00	$0.00	$318.82
QUINN RENTALS LLC	121 BRANDON RD		HENDERSONVILLE	NC	28739	R	11-1982	Real Prop.	2017	2867	$497.73	$2.98	$0.00	$493.85	$6.86
QUINN HOLDINGS LLC	121 BRANDON RD		HENDERSONVILLE	NC	28739	R	11-1984	Real Prop.	2017	2868	$1,219.18	$2.98	$0.00	$1,210.03	$12.13
HARMS, PAMELA J	234 GRANT DR		SARASOTA	FL	34236	R	11-2003	Real Prop.	2017	2871	$19.27	$2.98	$0.00	$0.00	$22.25
SHEPPARD, WALTER R JR	PO BOX 797		FLETCHER	NC	28732-0797	R	11-2008	Real Prop.	2017	2873	$294.69	$2.98	$0.00	$0.00	$297.67
HARMS, PAMELA J	234 GRANT DR		SARASOTA	FL	34236	R	11-2012	Real Prop.	2017	2875	$19.27	$2.98	$0.00	$0.00	$22.25
MULCAHY, JANET P	713 WILDFLOWER LN		HENDERSONVILLE	NC	28792-5880	R	11-2178	Real Prop.	2017	2905	$701.24	$272.32	$0.00	$0.00	$973.56
ROBINSON, CARROLL	618 W ALLEN ST		HENDERSONVILLE	NC	28739-4926	R	11-3589	Real Prop.	2017	3141	$567.29	$2.98	$0.00	$0.00	$570.27
MACS FIVE PROPERTIES LLC	510 FLEMING ST		HENDERSONVILLE	NC	28739	R	11-3968	Real Prop.	2017	3212	$2,758.43	$2.98	$0.00	$2,661.88	$99.53
KATTERMANN4 HOLDINGS LLC	110 BALER DR		MILLS RIVER	NC	28759	R	11-4683	Real Prop.	2017	3345	$450.73	$272.45	$0.00	$0.00	$723.18
RODRIGUEZ, JUAN CARLOS	PO BOX 214		NAPLES	NC	28760	R	11-4781	Real Prop.	2017	3369	$253.80	$313.38	$0.00	$0.00	$567.18
WILLIAMS, MAMIE D	810 3RD AVE W		HENDERSONVLLE	NC	28739-4866	R	11-4889	Real Prop.	2017	3390	$381.17	$2.98	$0.00	$0.00	$384.15
SMITH, TONY	721 WOODWOCK DR		HENDERSONVILLE	NC	28792	R	11-5300	Real Prop.	2017	3486	$278.71	$2.98	$0.00	$0.00	$281.69
WHITE, BETTY PAGE	1616 NORWOOD PL		HENDERSONVLLE	NC	28791-2332	R	11-6280	Real Prop.	2017	3645	$543.32	$2.98	$0.00	$0.00	$546.30
NEIMANN, BEATRICE	142 LOST HORSE LANE		HENDERSONVILLE	NC	28739	R	11-7003	Real Prop.	2017	3778	$226.54	$2.98	$0.00	$0.00	$229.52
SOMERS, ANTHONY B	102 NELL AVE		HENDERSONVILLE	NC	28791	R	99-03000	Real Prop.	2017	3963	$4.70	$2.98	$0.00	$0.00	$7.68
BABER, LARRY GENE	1507 GREENVILLE HWY		HENDERSONVILLE	NC	28792	R	99-03936	Real Prop.	2017	4001	$2,672.42	$265.65	$0.00	$0.00	$2,938.07
SMITH, ELEWHEW	5602 PINFISH CT		WALDORF	MD	20603-4257	R	99-05150	Real Prop.	2017	4117	$73.32	$2.98	$0.00	$0.00	$76.30
KING, GARY J	PO BOX 536		MOUNTAIN HOME	NC	28758	R	99-05250	Real Prop.	2017	4123	$21.62	$2.98	$0.00	$0.00	$24.60
BROWN, GUSSIE	703 PRINCE DR		HENDERSONVLLE	NC	28791-3712	R	99-05593	Real Prop.	2017	4176	$409.37	$2.98	$0.00	$1.01	$411.34
DOBBS, THOMAS M. CO-TRUSTEES	233 KENNEDY ST #605	WINNIPEG MANITOBA	R3C3J5	CA		R	99-05708	Real Prop.	2017	4201	$132.07	$2.98	$0.00	$0.00	$135.05
DOBBS, THOMAS M. CO-TRUSTEES	233 KENNEDY ST #605	WINNIPEG MANITOBA	R3C3J5	CA		R	99-05709	Real Prop.	2017	4202	$90.24	$2.98	$0.00	$0.00	$93.22
NELSON, ELIZABETH SMALL	131 ROCK SPRINGS WAY		ROCK HILL	SC	29730-6149	R	99-05961	Real Prop.	2017	4224	$12.22	$2.98	$0.00	$0.00	$15.20
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	99-37461	Real Prop.	2017	4650	$88.83	$2.98	$0.00	$0.00	$91.81
LANDRUM, KEVIN D	5 BELLE MEADOW LN		HENDERSONVILLE	NC	28792	R	99-46973	Real Prop.	2017	5068	$121.26	$2.98	$0.00	$0.00	$124.24
CLARKE, ROBERT M II	319 N WHITTED ST		HENDERSONVLLE	NC	28739-4853	R	99-49248	Real Prop.	2017	5176	$115.62	$2.98	$0.00	$108.69	$9.91
SANTOS, NESTOR HERNADEZ	1420 MARTIN CR		HENDERSONVILLE	NC	28792-2639	R	99-59106	Real Prop.	2017	5411	$360.96	$2.98	$0.00	$0.00	$363.94
RAMIREZ, JEFFERY L	1416 MARTIN CIR		HENDERSONVILLE	NC	28792-2639	R	99-59108	Real Prop.	2017	5413	$368.48	$2.98	$0.00	$361.11	$10.35
ALEXANDER, CHRISTOPHER	1421 MARTIN CIR		HENDERSONVILLE	NC	28792-2640	R	99-59109	Real Prop.	2017	5414	$327.59	$30.18	$0.00	$0.00	$357.77
COOKLISH, BARBARA SUE	177 D EWBANK GARDENS DRIVE		HENDERSONVILLE	NC	28791	R	99-61354	Real Prop.	2017	5468	$14.10	$2.98	$0.00	$0.00	$17.08
UNKNOWN OWNER	200 N GROVE STREET	SUITE 102	HENDERSONVILLE	NC	28792	R	10-00206	Real Prop.	2018	80	$125.93	$0.91	$0.00	$0.00	$126.84
URIBE, ELEUTERIO LOZANO	100 KAY ST		HENDERSONVILLE	NC	28792	R	10-00222	Real Prop.	2018	96	$89.67	$0.91	$0.00	$0.00	$90.58
URIBE, ELEUTERIO LOZANO	100 KAY ST		HENDERSONVILLE	NC	28792	R	10-00222	Real Prop.	2018	97	$108.78	$0.00	$0.00	$0.00	$108.78
VEATCH, LARRY W	2004 DEERMOUSE WAY		HENDERSONVILLE	NC	28792-7515	R	10-02840	Real Prop.	2018	322	$555.66	$0.91	$0.00	$551.49	$5.08
ANGRAM, SAMUEL N	1302 SW CREST AVE		PORT ST LUCIE	FL	34953-1750	R	10-0291	Real Prop.	2018	329	$49.00	$0.91	$0.00	$0.00	$49.91
STENCEL, JERRY I	351 HOLLOWAY DR		PLANTATION	FL	33317	R	10-03691	Real Prop.	2018	358	$1,072.12	$0.91	$0.00	$0.00	$1,073.03
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	10-04263	Real Prop.	2018	394	$135.73	$0.91	$0.00	$0.00	$136.64
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	10-04991	Real Prop.	2018	432	$120.54	$0.91	$0.00	$0.00	$121.45
SHEPHERD, THOMAS R TRUSTEE	PO BOX 765		HENDERSONVILLE	NC	28793-0765	R	10-0654	Real Prop.	2018	501	$634.06	$0.91	$0.00	$0.00	$634.97
WNC REALTY PROFESSIONALS, LLC	5 TURNBERRY PL		ARDEN	NC	28704-2633	R	10-06690	Real Prop.	2018	514	$447.86	$0.91	$0.00	$0.00	$448.77
CAUDLE, ELLEN H	PO BOX 1233		DANA	NC	28724-1233	R	10-0687	Real Prop.	2018	526	$252.84	$0.91	$0.00	$0.00	$253.75
BELLARUE PROPERTIES LLC A NC LL COMP	2315 ASHEVILLE HWY #45		HENDERSONVLLE	NC	28791-1561	R	10-08501	Real Prop.	2018	618	$1,870.82	$0.91	$0.00	$0.00	$1,871.73
DAVIS, CHRISTINA ANN	137 MORNINGSIDE LN		HENDERSONVILLE	NC	28792-3229	R	10-08776	Real Prop.	2018	641	$453.25	$0.91	$0.00	$0.00	$454.16
PRIDMORE, DANIEL	8120 SW 62ND CT		SOUTH MIAMI	FL	33143-8004	R	10-08926	Real Prop.	2018	649	$586.04	$0.91	$0.00	$539.31	$47.64
NAPOLITANO, THERESA	151 MORNINGSIDE LN		HENDERSONVILLE	NC	28792	R	10-09615	Real Prop.	2018	682	$453.25	$0.91	$0.00	$0.00	$454.16
MADDMANN PROPERTIES LLC	14 TOWNE PLACE DR SUITE 200		HENDERSONVILLE	NC	28792	R	10-10074	Real Prop.	2018	750	$4,092.97	$0.91	$0.00	$4,011.11	$82.77
LAWING, MARIA B	1523 DAWNVIEW DR		HENDERSONVILLE	NC	28791	R	10-1046	Real Prop.	2018	762	$508.62	$0.91	$0.00	$0.00	$509.53
SEVENTH AVENUE EAST ENTERPRISE LLC	PO BOX 1928		HENDERSONVILLE	NC	28793-1928	R	10-10667	Real Prop.	2018	788	$710.50	$0.91	$0.00	$0.00	$711.41
JOHNSON, VIVIAN A	720 WOODCOCK DR		HENDERSONVILLE	NC	28792-2663	R	10-1123	Real Prop.	2018	824	$308.21	$0.91	$0.00	$150.00	$159.12
TARANTINO, JOSEPH	C/O MARTHA V GARZA	10201 S MAIN ST	HOUSTON	TX	77025	R	10-11813	Real Prop.	2018	849	$3,749.97	$0.91	$0.00	$3,746.65	$4.23
BABER, LARRY	611 KANUGA RD		HENDERSONVILLE	NC	28739	R	10-12638	Real Prop.	2018	891	$590.45	$0.91	$0.00	$0.00	$591.36
MULLEN, JOEL K.	1134 CAROUSEL LN		HENDERSONVILLE	NC	28792	R	10-13736	Real Prop.	2018	943	$743.82	$0.91	$0.00	$0.00	$744.73
JAMES, KAREN NEWBORN	702 WHITE SPARROW DR		HENDERSONVILLE	NC	28792-2661	R	10-1421	Real Prop.	2018	967	$249.90	$0.91	$0.00	$248.03	$2.78
BARRETT, CHARLES	520 ERKWOOD DR		HENDERSONVILLE	NC	28739	R	10-16032	Real Prop.	2018	1057	$782.04	$0.91	$0.00	$0.00	$782.95
MOSELEY, TROY E & JOYCE M	2033 ARLINGTON PL		HENDERSONVILLE	NC	28791-2105	R	10-16205	Real Prop.	2018	1070	$290.57	$0.91	$0.00	$40.00	$251.48
BROCK, DONALD D	2022 LOWER RIDGEWOOD BLVD		HENDERSONVILLE	NC	28791-2279	R	10-1640	Real Prop.	2018	1081	$371.91	$0.91	$0.00	$0.00	$372.82
HARPER, WILLIAM L	1108 SPARTANBURG HWY		HENDERSONVILLE	NC	28792-5825	R	10-16930	Real Prop.	2018	1109	$3,393.25	$0.91	$0.00	$0.00	$3,394.16
HARPER, WILLIAM L	1108 SPARTANBURG HWY		HENDERSONVILLE	NC	28792-5825	R	10-16931	Real Prop.	2018	1110	$9,745.12	$0.91	$0.00	$0.00	$9,746.03
OWENSBY, MARY ELIZABETH	124 ASH PATH LANE		HENDERSONVILLE	NC	28739	R	10-1700	Real Prop.	2018	1113	$34.30	$0.91	$0.00	$33.78	$1.43
LA FIESTA VILLAGE, INC.	812 S GROVE ST		HENDERSONVILLE	NC	28792	R	10-17453	Real Prop.	2018	1133	$5,006.82	$0.91	$0.00	$0.00	$5,007.73
STAR NC POOH, LLC	101 WEST 55TH STREET		NEW YORK	NY	10019	R	10-18258	Real Prop.	2018	1153	$2,496.55	$0.91	$0.00	$2,483.17	$14.29

LIFE CENTER OF DELIVERANCE IN A NC CO	656 CHERRY ST		HENDERSONVLLE	NC	28792-3815	R	10-1834	Real Prop.	2018	1160	$28.91	$0.91	$0.00	$0.00	$29.82
URIBE, NANCY VARGAS	137 SHARONS WAY		E. FLAT ROCK	NC	28726	R	10-18427	Real Prop.	2018	1177	$452.27	$0.91	$0.00	$0.00	$453.18
GREENE, MALLORY	1045 MOUNTAIN VIEW ST		HENDERSONVILLE	NC	28739	R	10-2347	Real Prop.	2018	1263	$749.70	$0.91	$0.00	$0.00	$750.61
EUDY, CAROL LOVE	119 WELLS ST		HENDERSONVLLE	NC	28739-4790	R	10-2404	Real Prop.	2018	1272	$641.90	$0.91	$0.00	$0.00	$642.81
SHEPHERD, THOMAS R TRUSTEE	PO BOX 765		HENDERSONVILLE	NC	28793-0765	R	10-2806	Real Prop.	2018	1340	$402.29	$0.91	$0.00	$0.00	$403.20
DAVES, MARY SUE	C/O MARY SUE MURRAY	2021 ARLINGTON PLAC	HENDERSONVILLE	NC	28791	R	10-3069	Real Prop.	2018	1386	$288.86	$0.91	$0.00	$0.00	$289.77
SLAUGHTER, GAIL	339 GREENVILLE ST		SALUDA`	NC	28773	R	10-3203	Real Prop.	2018	1414	$597.31	$0.91	$0.00	$0.00	$598.22
CREASMAN, ALBERT P JR	10415 MACKENZIE DR		HOUSTON	TX	77086-1705	R	10-3581	Real Prop.	2018	1466	$12.74	$0.91	$0.00	$0.00	$13.65
CREASMAN, ROBERT EST	10415 MACKENZIE DR		HOUSTON	TX	77086-1705	R	10-3585	Real Prop.	2018	1467	$105.84	$0.91	$0.00	$0.00	$106.75
WARDRUP, JEFFREY R	209 WILMONT DR		HENDERSONVLLE	NC	28792-3863	R	10-3681	Real Prop.	2018	1479	$358.68	$0.91	$0.00	$0.00	$359.59
SANTIAGO, CHARLENE D TRUSTEE	312 BROOKLYN AVE		HENDERSONVILLE	NC	28792	R	10-3789	Real Prop.	2018	1492	$530.67	$0.91	$0.00	$386.64	$144.94
DAVIS, MARY	320 4TH AVE W		HENDERSONVLLE	NC	28739-4220	R	10-3853	Real Prop.	2018	1497	$1,008.42	$0.91	$0.00	$0.00	$1,009.33
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	10-3976	Real Prop.	2018	1521	$674.24	$0.91	$0.00	$0.00	$675.15
LONG, CAROLINE	PO BOX 1095		FLAT ROCK	NC	28731-1095	R	10-4113	Real Prop.	2018	1552	$472.36	$0.91	$0.00	$448.86	$24.41
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	10-4118	Real Prop.	2018	1555	$222.46	$0.91	$0.00	$0.00	$223.37
DAVIS, CHRISTINA	137 MORNINGSIDE LN		HENDERSONVILLE	NC	28792-3229	R	10-4180	Real Prop.	2018	1564	$1,168.16	$0.91	$0.00	$1,159.75	$9.32
FERGUSON, BROOKE T	230 S PINE VALLEY RD		WINSTON SALEM	NC	27104-3022	R	10-4283	Real Prop.	2018	1582	$4,818.17	$0.91	$0.00	$4,795.23	$23.85
GASH, DOROTHY A	PO BOX 2502		HENDERSONVLLE	NC	28793-2502	R	10-4357	Real Prop.	2018	1593	$142.10	$0.91	$0.00	$42.89	$100.12
GOINES, DOROTHY	CHARLES GOINES	116 FARM LANE	MILLS RIVER	NC	28759-6273	R	10-4413	Real Prop.	2018	1611	$432.67	$0.91	$0.00	$0.00	$433.58
GENTRY, JOHN HEIRS	1399 PEGGY LN		MANNING	SC	29102-5827	R	10-4433	Real Prop.	2018	1615	$245.49	$0.91	$0.00	$233.22	$13.18
CORBIN, CHARLES J	5729 CALAIS BLVD N APT 1		SAINT PETERSBURG	FL	33714-2068	R	10-4540	Real Prop.	2018	1624	$1,016.75	$0.91	$0.00	$0.00	$1,017.66
GOSNELL, CALVIN	PO BOX 2111		HENDERSONVLLE	NC	28793-2111	R	10-4565	Real Prop.	2018	1629	$264.60	$0.91	$0.00	$255.34	$10.17
GOSSETT, ANGELIA D	807 N WHITTED ST		HENDERSONVLLE	NC	28791-3355	R	10-4602	Real Prop.	2018	1637	$407.68	$0.91	$0.00	$0.00	$408.59
GRAHAM, HELEN R	430 WILLIAMS ST		HENDERSONVLLE	NC	28792-4464	R	10-4710	Real Prop.	2018	1660	$232.75	$0.91	$0.00	$0.00	$233.66
GRAHAM, HELEN R	760 LITTLE CREEK RD		HENDERSONVILLE	NC	28792-4789	R	10-4711	Real Prop.	2018	1661	$23.03	$0.91	$0.00	$0.00	$23.94
BARNWELL, GROVER	412 TERRYS GAP RD		FLETCHER	NC	28732	R	10-4732	Real Prop.	2018	1664	$391.51	$0.91	$0.00	$388.57	$3.85
GRANITE PROPERTIES INC	1830 ASHEVILLE HWY		HENDERSONVILLE	NC	28791-2302	R	10-4787	Real Prop.	2018	1674	$1.96	$0.91	$0.00	$0.00	$2.87
GRAY, TONY	536 EHHRINGHAUS STT		HENDERSONVILLE	NC	28739-4118	R	10-4891	Real Prop.	2018	1693	$472.36	$0.91	$0.00	$0.00	$473.27
FITCH, KENNETH W JR	1046 PATTON ST		HENDERSONVLLE	NC	28792-2547	R	10-5139	Real Prop.	2018	1724	$254.31	$0.91	$0.00	$169.11	$86.11
BUCHAN, WILLIAM D.	463 HYDER ALLEN LANE		HENDERSONVILLE	NC	28792	R	10-5181	Real Prop.	2018	1728	$128.71	$0.91	$0.00	$0.00	$129.62
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	10-5393	Real Prop.	2018	1765	$435.12	$0.91	$0.00	$0.00	$436.03
WHITTENBURG, MYRTLE ESTATE	MYRON WHITTENBURG	2008 FRANKLIN ST NE	WASHINGTON	DC	20018-2546	R	10-5513	Real Prop.	2018	1790	$23.03	$0.91	$0.00	$0.00	$23.94
BUCHAN, WILLIAM D.	463 HYDER ALLEN LANE		HENDERSONVILLE	NC	28792	R	10-5593	Real Prop.	2018	1803	$37.21	$0.91	$0.00	$0.00	$38.12
FAKHOURY, KEVIN A	1825 ASHEVILLE HWY		HENDERSONVILLE	NC	28791	R	10-5749	Real Prop.	2018	1817	$120.54	$0.91	$0.00	$0.00	$121.45
CAULEY, CARRIE DAVIS	315 N OAK ST		HENDERSONVLLE	NC	28739-4843	R	10-5814	Real Prop.	2018	1831	$191.10	$0.91	$0.00	$0.00	$192.01
HARPER, WILLIAM L	1108 SPTGHWY		HENDERSONVILLE	NC	28792	R	10-5959	Real Prop.	2018	1860	$180.56	$0.91	$0.00	$0.00	$181.47
JOHNSON, KIRBY	207 E PRICE ST		HENDERSONVLLE	NC	28739-6368	R	10-6040	Real Prop.	2018	1875	$401.80	$0.91	$0.00	$400.29	$2.42
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	10-6048	Real Prop.	2018	1877	$315.56	$0.91	$0.00	$0.00	$316.47
ROSS, FLETCHER	624 JONAS ST		HENDERSONVLLE	NC	28792-3825	R	10-6136	Real Prop.	2018	1884	$357.70	$0.91	$0.00	$0.00	$358.61
HORNE, KENNETH T	826 N OAK ST		HENDERSONVLLE	NC	28791-3464	R	10-6207	Real Prop.	2018	1899	$161.21	$0.91	$0.00	$0.00	$162.12
HORNE, KENNETH T	826 N OAK ST		HENDERSONVLLE	NC	28791-3464	R	10-6218	Real Prop.	2018	1900	$770.77	$0.91	$0.00	$0.00	$771.68
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	10-6427	Real Prop.	2018	1942	$145.04	$0.91	$0.00	$0.00	$145.95
GOODMAN, MILDRED	647 CHERRY ST		HENDERSONVLLE	NC	28792-3817	R	10-6455	Real Prop.	2018	1950	$112.21	$0.91	$0.00	$0.00	$113.12
MEZZALUNA HENDERSONVILLE, LLC	226 N MAIN ST		HENDERSONVILLE	NC	28792	R	10-6600	Real Prop.	2018	1987	$3,808.42	$0.91	$0.00	$0.00	$3,809.33
CROUSE, VIRGINIA/LIFE EST	1131 FOREST AVE		WILMETTE	IL	60091-1654	R	10-6786	Real Prop.	2018	2031	$590.45	$0.91	$0.00	$0.00	$591.36
JACKSON, SHIRLEY ANNE	716 TOWHEE DR		HENDERSONVLLE	NC	28792-2659	R	10-7117	Real Prop.	2018	2092	$151.66	$0.91	$0.00	$0.00	$152.57
JOHNSON LAW FIRM PA	PO BOX 1288		ARDEN	NC	28704	R	10-7303	Real Prop.	2018	2122	$131.32	$0.91	$0.00	$0.00	$132.23
SMITH, MELISSA M	821 7TH AVE W		HENDERSONVLLE	NC	28791-3415	R	10-7458	Real Prop.	2018	2140	$568.40	$0.91	$0.00	$0.00	$569.31
MIKAMI, LOLITA M	3013 NICHOLSON DR		WINTER PARK	FL	32792	R	10-7567	Real Prop.	2018	2152	$443.94	$0.91	$0.00	$428.40	$16.45
MCCULLOUGH, FAYE KING	442 HARRIS ST		HENDERSONVLLE	NC	28792-4446	R	10-7794	Real Prop.	2018	2185	$160.72	$0.91	$0.00	$0.00	$161.63
MOORE, CYNTHIA ANN	PO BOX 1742		HENDERSONVILLE	NC	28793-1742	R	10-7928	Real Prop.	2018	2210	$567.42	$0.91	$0.00	$367.42	$200.91
SMART, TRACY M TRUSTEE	44911 HWY 101 N PMB 216		LAYTONVILLE	CA	95454-9010	R	10-8017	Real Prop.	2018	2226	$501.76	$0.91	$0.00	$0.00	$502.67
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	10-8254	Real Prop.	2018	2264	$651.21	$0.91	$0.00	$0.00	$652.12
ROBINSON, CARROLL K	618 WEST ALLEN STREET		HENDERSONVLLE	NC	28739-4926	R	10-8439	Real Prop.	2018	2293	$634.55	$0.91	$0.00	$0.00	$635.46
YOUNG, GEORGE TERRY	1206 MARTIN CIR		HENDERSONVILLE	NC	28792	R	10-8502	Real Prop.	2018	2308	$267.54	$0.91	$0.00	$0.00	$268.45
MILES, GENE	PO BOX 1201		ETOWAH	NC	28729-1201	R	10-8613	Real Prop.	2018	2328	$973.14	$0.91	$0.00	$0.00	$974.05
SHEPHERD, THOMAS R TRUSTEE	PO BOX 765		HENDERSONVILLE	NC	28793-0765	R	10-8680	Real Prop.	2018	2343	$284.20	$0.91	$0.00	$0.00	$285.11
ADB BLYTHE INC	PO BOX 6531		HENDERSONVILLE	NC	28793-6531	R	10-8906	Real Prop.	2018	2381	$373.38	$0.91	$0.00	$364.67	$9.62
TWEED, ARTHUR	319 7TH AVE E		HENDERSONVILLE	NC	28792-3705	R	10-8912	Real Prop.	2018	2382	$501.42	$0.91	$0.00	$0.00	$502.33
TWEED, ARTHUR	319 7TH AVE E		HENDERSONVILLE	NC	28792-3705	R	10-8923	Real Prop.	2018	2384	$750.91	$0.91	$0.00	$0.00	$751.82
C&S FUTURES LLC	6176 NW 90TH AVE		PARKLAND	FL	33067-3725	R	10-8968	Real Prop.	2018	2395	$309.19	$0.91	$0.00	$0.00	$310.10
KEATING, FRANK	COOLKISHA COACHFORD	COUNTY CORK	P12KN73	IR		R	10-9054	Real Prop.	2018	2408	$814.38	$0.91	$0.00	$0.00	$815.29
LEDBETTER, LOUISE HEIRS	2019 OLD SPARTANBURG RD		HENDERSONVLLE	NC	28792-6656	R	10-9151	Real Prop.	2018	2428	$317.03	$0.91	$0.00	$0.00	$317.94
LAROWE, ANGELA	1314 MARTIN CIR		HENDERSONVILLE	NC	28792	R	10-9172	Real Prop.	2018	2434	$426.79	$0.91	$0.00	$178.21	$249.49
MITCHUM, JAMES EST SR	906 HOLMES ST		HENDERSONVLLE	NC	28739-4144	R	10-9467	Real Prop.	2018	2483	$402.78	$0.91	$0.00	$0.00	$403.69
ROEDER, DONALD PATRICK JR.	2045 ARLINGTON PLACE		HENDERSONVILLE	NC	28791	R	10-9477	Real Prop.	2018	2486	$818.30	$0.91	$0.00	$0.00	$819.21
FRANKLIN, SHERRY ANN	537 FITZSIMMONS ST		HENDERSONVILLE	NC	28792	R	10-9491	Real Prop.	2018	2488	$9.31	$0.91	$0.00	$0.00	$10.22
CRAWFORD, BARBARA ALANE TRUSTEE	41 LEATHERWOOD LN		HENDERSONVILLE	NC	28739-4894	R	10-9545	Real Prop.	2018	2496	$529.20	$0.91	$0.00	$265.33	$264.78
EVERETT, ERIN	846 TEMON ST		HENDERSONVLLE	NC	28739-5604	R	10-9644	Real Prop.	2018	2510	$336.14	$0.91	$0.00	$0.00	$337.05
CAUDLE, RANDY	931 MID ALLEN RD		HENDERSONVLLE	NC	28792-9141	R	10-9651	Real Prop.	2018	2513	$269.99	$0.91	$0.00	$0.00	$270.90
REYNOLDS, SHERRIE LYNN	2018 SOMERSET DR		HENDERSONVLLE	NC	28791-2140	R	10-9766	Real Prop.	2018	2530	$126.42	$0.91	$0.00	$0.00	$127.33
NIX, LINDSEY M	1020 HIGHLAND AVE		HENDERSONVLLE	NC	28792-3735	R	10-9871	Real Prop.	2018	2543	$629.16	$0.91	$0.00	$0.00	$630.07
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	11-0240	Real Prop.	2018	2603	$1,052.03	$0.91	$0.00	$0.00	$1,052.94
PHILLIPS, TIMOTHY EDD	1916 ARLINGTON PL		HENDERSONVILLE	NC	28791	R	11-0264	Real Prop.	2018	2606	$651.21	$0.91	$0.00	$0.00	$652.12
SMITH, GAIL SAMANTHA ADMINISTRATOI	GAIL SAMANTHA SMITH	1010 HIGHLAND AVE	HENDERSONVILLE	NC	28792-3735	R	11-0347	Real Prop.	2018	2621	$264.60	$0.91	$0.00	$50.74	$214.77
CALDWELL, DIANE	724 ORIOLE DR		HENDERSONVILLE	NC	28792	R	11-0380	Real Prop.	2018	2633	$113.68	$0.91	$0.00	$0.00	$114.59
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	11-0385	Real Prop.	2018	2635	$411.60	$0.91	$0.00	$0.00	$412.51
WARWICK, MARGO ELIZABETH	851 KANUGA RD		HENDERSONVLLE	NC	28739-5601	R	11-0455	Real Prop.	2018	2653	$1,296.05	$0.91	$0.00	$214.60	$1,082.36
TIHPEN, PETSON	710 WHITE SPARROW DR		HENDERSONVILLE	NC	28792	R	11-0670	Real Prop.	2018	2687	$276.85	$0.91	$0.00	$0.00	$277.76
PARRIS, SHANNON DELORES	185 MORGAN RD		HENDERSONVILLE	NC	28739	R	11-0745	Real Prop.	2018	2699	$70.07	$0.91	$0.00	$0.00	$70.98

RICHARDSON, ROBERT M JR	325 FITZSIMMONS ST		HENDERSONVLLE	NC	28792-4367	R	11-0834	Real Prop.	2018	2715	$275.38	$0.91	$0.00	$0.00	$276.29
WALKER, ANDREW J	714 TOWHEE DR		HENDERSONVILLE	NC	28792	R	11-0927	Real Prop.	2018	2726	$329.28	$0.91	$0.00	$0.00	$330.19
STEINBURG, LEONARD	1910 ARLINGTON PLACE		HENDERSONVILLE	NC	28791-2104	R	11-1073	Real Prop.	2018	2755	$948.15	$0.91	$0.00	$0.00	$949.06
WARD, NELLIE F	222 LEVERETTE DR		HENDERSONVILLE	NC	28791-8748	R	11-1691	Real Prop.	2018	2865	$317.52	$0.91	$0.00	$0.00	$318.43
THOS SHEPHERD & SON INC	PO BOX 765		HENDERSONVLLE	NC	28793-0765	R	11-1967	Real Prop.	2018	2912	$422.38	$0.91	$0.00	$0.00	$423.29
SHEPPARD, WALTER R JR	PO BOX 797		FLETCHER	NC	28732-0797	R	11-2008	Real Prop.	2018	2923	$307.23	$0.91	$0.00	$0.00	$308.14
MULCAHY, JANET P	713 WILDFLOWER LN		HENDERSONVILLE	NC	28792-5880	R	11-2178	Real Prop.	2018	2954	$731.08	$0.91	$0.00	$0.00	$731.99
ROBINSON, CARROLL THERIAN	720 VALLEY ST		HENDERSONVILLE	NC	28791	R	11-2245	Real Prop.	2018	2968	$379.26	$0.91	$0.00	$0.00	$380.17
VOGEL, CHRISTINE FERRIER	1324 OAKLAND ST		HENDERSONVILLE	NC	28792-2540	R	11-2291	Real Prop.	2018	2973	$1,256.85	$0.91	$0.00	$0.00	$1,257.76
PLACE, VERNON	427 6TH AVE W	APT B2	HENDERSONVLLE	NC	28739	R	11-2373	Real Prop.	2018	2984	$129.85	$0.91	$0.00	$121.90	$8.86
SHAY, PATRICK JOHN	1114 ROSEDALE AVE		FORT PIERCE	FL	34982	R	11-2522	Real Prop.	2018	3010	$445.90	$0.91	$0.00	$0.00	$446.81
PRIESTER, CAROLYN E.	657 OAKDALE ST SE		GRAND RAPIDS	MI	49507	R	11-2729	Real Prop.	2018	3044	$89.18	$0.91	$0.00	$84.19	$5.90
MILANESE, SALVATORE PETER II	1113 3RD AVE W		HENDERSONVLLE	NC	28739-4701	R	11-2780	Real Prop.	2018	3055	$385.14	$0.91	$0.00	$374.55	$11.50
ROMERO, REINA ISABEL	701 WOODCOCK DR		HENDERSONVILLE	NC	28792	R	11-2849	Real Prop.	2018	3073	$271.95	$0.91	$0.00	$0.00	$272.86
SMITH, ELIZABETH R HEIRS	719 1ST AVENUE W		HENDERSONVLLE	NC	28739	R	11-2862	Real Prop.	2018	3075	$164.15	$0.91	$0.00	$0.00	$165.06
WHITE, MARK K	233 WHITE ST		HENDERSONVILLE	NC	28739-5237	R	11-3146	Real Prop.	2018	3121	$619.85	$0.91	$0.00	$0.00	$620.76
HUDSON, JAMES WILLIAM	715 HEATHERWOOD DR		HENDERSONVILLE	NC	28792-5860	R	11-3299	Real Prop.	2018	3140	$670.81	$0.91	$0.00	$670.61	$1.11
MCMURRAY, DEVAUGHN A	200 HILLVIEW BLVD		HENDERSONVILLE	NC	28792-5336	R	11-3353	Real Prop.	2018	3150	$404.74	$0.91	$0.00	$289.76	$115.89
ROBINSON, CARROLL	618 W ALLEN ST		HENDERSONVILLE	NC	28739-4926	R	11-3589	Real Prop.	2018	3188	$591.43	$0.91	$0.00	$0.00	$592.34
MACS FIVE PROPERTIES LLC	510 FLEMING ST		HENDERSONVILLE	NC	28739	R	11-3968	Real Prop.	2018	3259	$2,875.81	$0.91	$0.00	$0.00	$2,876.72
ANGEL, ROYCE JAY BRYAN JR	2020 ASHEVILLE HWY		HENDERSONVILLE	NC	28791-2112	R	11-3996	Real Prop.	2018	3268	$1,334.27	$0.91	$0.00	$0.00	$1,335.18
KING, HUBERT G JR	100 GALLIMORE ROAD		FLAT ROCK	NC	28731-8786	R	11-4031	Real Prop.	2018	3272	$192.57	$0.91	$0.00	$0.00	$193.48
ANGEL, JAY B	135 SERENITY CIR		HENDERSONVLLE	NC	28792	R	11-4107	Real Prop.	2018	3288	$419.93	$0.91	$0.00	$410.51	$10.33
SULLIVAN, MILDRED M	JOE SMITH	1008 ASHE STREET	HENDERSONVLLE	NC	28792	R	11-4312	Real Prop.	2018	3325	$258.23	$0.91	$0.00	$45.15	$213.99
CAUDLE, RANDY	931 MID ALLEN RD		HENDERSONVLLE	NC	28792-9141	R	11-4499	Real Prop.	2018	3352	$288.61	$0.91	$0.00	$0.00	$289.52
PRESSLY, ANNA TRUITT	729 5TH AVE WEST		HENDERSONVILLE	NC	28739	R	11-4522	Real Prop.	2018	3355	$950.11	$0.91	$0.00	$0.00	$951.02
HALE, HUNTER D	322 KILLARNEY ST		HENDERSONVILLE	NC	28792	R	11-4617	Real Prop.	2018	3374	$1,473.92	$0.91	$0.00	$1,444.44	$30.39
CALDWELL, DIANE	724 ORIOLE DR		HENDERSONVILLE	NC	28792	R	11-4640	Real Prop.	2018	3377	$68.60	$0.91	$0.00	$0.00	$69.51
CALDWELL, DIANE	724 ORIOLE DR		HENDERSONVILLE	NC	28792	R	11-4642	Real Prop.	2018	3378	$78.40	$0.91	$0.00	$0.00	$79.31
YOUNG, GEORGE TERRY JR	1206 MARTIN CIR		HENDERSONVILLE	NC	28792-2635	R	11-4643	Real Prop.	2018	3379	$129.32	$0.91	$0.00	$0.00	$130.23
KATTERMANN4 HOLDINGS LLC	110 BALER DR		MILLS RIVER	NC	28759	R	11-4683	Real Prop.	2018	3392	$469.91	$0.91	$0.00	$0.00	$470.82
RODRIGUEZ, JUAN CARLOS	PO BOX 214		NAPLES	NC	28760	R	11-4781	Real Prop.	2018	3417	$264.60	$0.91	$0.00	$0.00	$265.51
WILLIAMS, JOSEPH	PO BOX 4135		PHILADELPHIA	PA	19144-0135	R	11-4797	Real Prop.	2018	3422	$86.24	$0.91	$0.00	$0.00	$87.15
WILLIAMS, MAMIE D	810 3RD AVE W		HENDERSONVLLE	NC	28739-4866	R	11-4889	Real Prop.	2018	3438	$397.39	$0.91	$0.00	$0.00	$398.30
STEPHENS, RICHARD	309 FLORIDA TRL		BROWNS MILLS	NJ	08015-5649	R	11-5096	Real Prop.	2018	3484	$302.33	$0.91	$0.00	$0.00	$303.24
THOMAS, CHARLES W	5050 E SAINT ANDREWS DR		TUCSON	AZ	85718-1713	R	11-5144	Real Prop.	2018	3490	$0.00	$12.92	$0.00	$0.00	$12.92
WORSHAM, CLIFFORD LEE	1801 LOWER RIDGEWOOD BLVD		HENDERSONVLLE	NC	28791-2240	R	11-5201	Real Prop.	2018	3501	$20.09	$0.91	$0.00	$0.00	$21.00
THOMAS, MARGARET S TRUSTEE	832 4TH AVE W		HENDERSONVLLE	NC	28739-4828	R	11-5280	Real Prop.	2018	3527	$0.00	$550.13	$0.00	$0.00	$550.13
WHITE, MARK K	233 WHITE ST		HENDERSONVILLE	NC	28739-5237	R	11-5429	Real Prop.	2018	3558	$510.09	$0.91	$0.00	$0.00	$511.00
WEISBERG, MAE G	PO BOX 116		HENDERSONVLLE	NC	28793-0116	R	11-5534	Real Prop.	2018	3576	$901.60	$0.91	$0.00	$0.00	$902.51
PRIDMORE, DEBORAH	710 SHADYWOOD LN		HENDERSONVILLE	NC	28792-5873	R	11-6081	Real Prop.	2018	3664	$711.97	$0.91	$0.00	$0.00	$712.88
WHITE, BETTY PAGE	1616 NORWOOD PL		HENDERSONVLLE	NC	28791-2332	R	11-6280	Real Prop.	2018	3693	$566.44	$0.91	$0.00	$0.00	$567.35
KEELS, HAROLD F JR	640 BRITTON CREEK DR		HENDERSONVLLE	NC	28791-7218	R	11-6300	Real Prop.	2018	3695	$447.86	$0.91	$0.00	$0.00	$448.77
AMERIGAS PROPANE HENDERSONVILLE	PO BOX 798	LOC #166	VALLEY FORGE	PA	19482-0798	R	11-6746	Real Prop.	2018	3735	$1,931.09	$0.91	$0.00	$1,892.47	$39.53
WHITE, MARK K	233 WHITE ST		HENDERSONVLLE	NC	28739-5237	R	11-6747	Real Prop.	2018	3736	$196.35	$0.91	$0.00	$0.00	$197.26
FOSTER, TINA WARD	199 RIDGEFIELD DRIVE		HENDERSONVLLE	NC	28792	R	11-6784	Real Prop.	2018	3751	$4,177.25	$0.91	$0.00	$2,463.16	$1,715.00
BDL PROPERTY ACQUISITIONS LLC	P.O. BOX 1408		FLOWERY BRANCH	GA	30542	R	11-6787	Real Prop.	2018	3753	$4,453.61	$0.91	$0.00	$0.00	$4,454.52
HYDER, LILLIE	1759 B HAYWOOD MANOR		HENDERSONVILLE	NC	28792	R	11-6820	Real Prop.	2018	3766	$381.71	$0.91	$0.00	$248.87	$133.75
GORANSON, DAVID MAURICE	340 N MAIN ST		HENDERSONVILLE	NC	28792	R	11-6833	Real Prop.	2018	3767	$358.68	$0.91	$0.00	$0.00	$359.59
REESE EXPEDITED FREIGHT LLC	223 SUGARLOAF RD		HENDERSONVILLE	NC	28792-9386	R	11-6859	Real Prop.	2018	3774	$1,067.71	$0.91	$0.00	$0.00	$1,068.62
BEACON TRANSITIONS, LLC	836 3RD AVE W		HENDERSONVILLE	NC	28739	R	11-6873	Real Prop.	2018	3782	$1,616.02	$0.91	$0.00	$1,559.46	$57.47
FOSTER, TINA WARD	199 RIDGEFIELD DRIVE		HENDERSONVLLE	NC	28792	R	11-6925	Real Prop.	2018	3802	$3,830.33	$0.91	$0.00	$1,156.00	$2,675.24
BLACK, ARTHUR J	1414 MARTIN CIR		HENDERSONVILLE	NC	28792-2639	R	11-6950	Real Prop.	2018	3812	$294.98	$0.91	$0.00	$0.00	$295.89
NEIMANN, BEATRICE	142 LOST HORSE LANE		HENDERSONVILLE	NC	28739	R	11-7003	Real Prop.	2018	3826	$236.18	$0.91	$0.00	$0.00	$237.09
WELLMAN, IDA LOUISE	634 CHERRY ST		HENDERSONVILLE	NC	28792	R	11-7130	Real Prop.	2018	3854	$189.14	$0.91	$0.00	$0.00	$190.05
WHITE, MARK	233 WHITE ST		HENDERSONVILLE	NC	28739-5237	R	11-7148	Real Prop.	2018	3857	$352.80	$0.91	$0.00	$0.00	$353.71
COUNTRY BEAR DAY SCHOOL OF HENDER	80 PARK ST		COLUMBUS	NC	28722-9798	R	30-0721	Real Prop.	2018	3876	$129.36	$0.91	$0.00	$0.00	$130.27
COUNTRY BEAR DAY SCHOOL OF HENDER	80 PARK ST		COLUMBUS	NC	28722-9798	R	30-0723	Real Prop.	2018	3877	$598.78	$0.91	$0.00	$0.00	$599.69
LANDRUM, LAQUANNA	1308 MARTIN CR		HENDERSONVLLE	NC	28792-2637	R	99-02802	Real Prop.	2018	4001	$368.48	$0.91	$0.00	$0.00	$369.39
SOMERS, ANTHONY B	102 NELL AVE		HENDERSONVILLE	NC	28791	R	99-03000	Real Prop.	2018	4011	$4.90	$0.91	$0.00	$0.00	$5.81
BABER, LARRY GENE	1507 GREENVILLE HWY		HENDERSONVILLE	NC	28792	R	99-03936	Real Prop.	2018	4049	$2,786.14	$0.91	$0.00	$0.00	$2,787.05
CALDWELL, DIANE	724 ORIOLE DR		HENDERSONVILLE	NC	28792	R	99-04628	Real Prop.	2018	4124	$24.01	$0.91	$0.00	$0.00	$24.92
CALDWELL, DIANE	724 ORIOLE DR		HENDERSONVILLE	NC	28792	R	99-04629	Real Prop.	2018	4125	$397.39	$0.91	$0.00	$0.00	$398.30
YURTH, STANLEY L	1857 JOYCE RD		HENDERSONVILLE	NC	28792	R	99-04882	Real Prop.	2018	4145	$241.08	$0.91	$0.00	$0.00	$241.99
SMITH, ELEWHEW	5602 PINFISH CT		WALDORF	MD	20603-4257	R	99-05150	Real Prop.	2018	4162	$76.44	$0.91	$0.00	$0.00	$77.35
KING, GARY J	PO BOX 536		MOUNTAIN HOME	NC	28758	R	99-05250	Real Prop.	2018	4168	$22.54	$0.91	$0.00	$0.00	$23.45
ELKINS, CAROL L	601 S WHITTED ST		HENDERSONVILLE	NC	28739	R	99-05353	Real Prop.	2018	4177	$55.37	$0.91	$0.00	$0.00	$56.28
POLLARD, FRED D	439 E MOUNTAIN CREEK RD		TAYLORS	SC	29687-6416	R	99-05487	Real Prop.	2018	4212	$1.96	$0.91	$0.00	$0.00	$2.87
BROWN, GUSSIE	703 PRINCE DR		HENDERSONVLLE	NC	28791-3712	R	99-05593	Real Prop.	2018	4224	$426.79	$0.91	$0.00	$0.00	$427.70
CORDARO, MATTHEW ROBERT	1520 ORLEANS AVE		HENDERSONVILLE	NC	28791	R	99-05705	Real Prop.	2018	4245	$80.36	$0.91	$0.00	$78.75	$2.52
DOBBS, THOMAS M. CO-TRUSTEES	233 KENNEDY ST #605	WINNIPEG MANITOBA	R3C3J5	CA		R	99-05708	Real Prop.	2018	4248	$137.69	$0.91	$0.00	$0.00	$138.60
DOBBS, THOMAS M. CO-TRUSTEES	233 KENNEDY ST #605	WINNIPEG MANITOBA	R3C3J5	CA		R	99-05709	Real Prop.	2018	4249	$94.08	$0.91	$0.00	$0.00	$94.99
HODGES, KATHLEEN C. CO-TRUSTEE	306 SPRING ST		HENDERSONVILLE	NC	28739	R	99-05812	Real Prop.	2018	4253	$843.29	$0.91	$0.00	$836.97	$7.23
NELSON, DAVID A	206 ROCK HILL AVE		HENDERSONVILLE	NC	28792	R	99-05843	Real Prop.	2018	4257	$684.53	$0.91	$0.00	$660.57	$24.87
CALDWELL, DIANE	724 ORIOLE DR		HENDERSONVILLE	NC	28792	R	99-05960	Real Prop.	2018	4266	$30.38	$0.91	$0.00	$0.00	$31.29
NELSON, ELIZABETH SMALL	131 ROCK SPRINGS WAY		ROCK HILL	SC	29730-6149	R	99-05961	Real Prop.	2018	4267	$12.74	$0.91	$0.00	$0.00	$13.65
OSTEEN, CAROL LANNING	580 BRITTON CREEK DR		HENDERSONVILLE	NC	28792	R	99-06674	Real Prop.	2018	4333	$34.30	$0.91	$0.00	$0.00	$35.21
LAMOREUX, VALERIE A	510 3RD AVE W		HENDERSONVLLE	NC	28739-4916	R	99-21830	Real Prop.	2018	4405	$12.74	$0.91	$0.00	$0.00	$13.65
TURK, LAWRENCE M	PO BOX 203		HENDERSONVILLE	NC	28793-0203	R	99-27304	Real Prop.	2018	4454	$24.50	$0.91	$0.00	$0.00	$25.41
TURK, LAWRENCE M	PO BOX 203		HENDERSONVILLE	NC	28793-0203	R	99-27306	Real Prop.	2018	4455	$379.26	$0.91	$0.00	$0.00	$380.17

TURK, LAWRENCE M	PO BOX 203		HENDERSONVLLE	NC	28793-0203	R	99-27317	Real Prop.	2018	4460	$379.26	$0.91	$0.00	$0.00	$380.17
TURK, LAWRENCE M	PO BOX 203		HENDERSONVLLE	NC	28793-0203	R	99-27318	Real Prop.	2018	4461	$24.50	$0.91	$0.00	$0.00	$25.41
HUNTER, JOHN B IV	6470 CHADWELL CT		FORT MILL	SC	29707	R	99-27506	Real Prop.	2018	4470	$24.50	$0.91	$0.00	$0.00	$25.41
CARDINAL CARE, INC	PO BOX 2568		HICKORY	NC	28603	R	99-32532	Real Prop.	2018	4593	$10,018.05	$0.91	$0.00	$9,943.83	$75.13
KING, HUBERT G JR	100 GALLIMORE ROAD		FLAT ROCK	NC	28731-8786	R	99-32534	Real Prop.	2018	4595	$225.40	$0.91	$0.00	$0.00	$226.31
STROUPE, ROBERT RICHMOND	PO BOX 99		NEW LONDON	NC	28127	R	99-33729	Real Prop.	2018	4620	$784.00	$0.91	$0.00	$768.32	$16.59
JACKSON, FRANK B	P O BOX 297		HENDERSONVLLE	NC	28793-0297	R	99-34124	Real Prop.	2018	4632	$1,830.29	$0.91	$0.00	$1,785.94	$45.26
ANGEL, JAY B	135 SERENITY CIR		HENDERSONVLLE	NC	28792	R	99-35813	Real Prop.	2018	4656	$1,679.23	$0.91	$0.00	$1,650.48	$29.66
UNKNOWN OWNER	200 N GROVE ST	STE 102	HENDERSONVILLE	NC	28792	R	99-37461	Real Prop.	2018	4690	$92.61	$0.91	$0.00	$0.00	$93.52
ORR, DORS H	405 WAKEFIELD DR		HENDERSONVILLE	NC	28792	R	99-38850	Real Prop.	2018	4726	$329.28	$0.91	$0.00	$0.00	$330.19
FERRELL, SUSAN METZGER	2370 ROSEMONT CT		HENDERSONVILLE	NC	28791	R	99-39192	Real Prop.	2018	4738	$1,411.69	$0.91	$0.00	$1,401.10	$11.50
FERRELL, SUSAN METZGER	2370 ROSEMONT CT		HENDERSONVILLE	NC	28791	R	99-39193	Real Prop.	2018	4739	$167.58	$0.91	$0.00	$166.32	$2.17
HAYWOOD MANOR HOMEOWNERS ASSO	C/O PARAMOUNT MANAGEMENT CO	PO BOX 816	HENDERSONVILLE	NC	28793	R	99-39990	Real Prop.	2018	4756	$2.45	$0.91	$0.00	$0.00	$3.36
EICHOLTZ, KENNETH	1075 GREENWOOD DR APT 4		HENDERSONVILLE	NC	28791-1979	R	99-40490	Real Prop.	2018	4788	$1.47	$0.91	$0.00	$0.00	$2.38
HAYWOOD MANOR CLUSTER D HOMEOW	PO BOX 59		HENDERSONVILLE	NC	28793-0059	R	99-41523	Real Prop.	2018	4818	$3.43	$0.91	$0.00	$0.00	$4.34
ANGEL, ROYCE JAY BRYAN JR	2020 ASHEVILLE HWY		HENDERSONVILLE	NC	28791-2112	R	99-41978	Real Prop.	2018	4823	$502.25	$0.91	$0.00	$0.00	$503.16
C&S FUTURES LLC	6176 NW 90TH AVE		PARKLAND	FL	33067-3725	R	99-43797	Real Prop.	2018	4962	$355.25	$0.91	$0.00	$0.00	$356.16
GAMBILL, MICHAEL ANDREW	1516 5TH AVE W		HENDERSONVLLE	NC	28739-4010	R	99-44650	Real Prop.	2018	5024	$767.34	$0.91	$0.00	$416.71	$351.54
BARBER, RONALD JEROME	418 S WALNUT TREE ST		HENDERSONVILLE	NC	28792-4459	R	99-45491	Real Prop.	2018	5047	$386.61	$0.91	$0.00	$186.47	$201.05
CRESWELL, LILLIAN ALBERTA	115 N OAK ST		HENDERSONVLLE	NC	28739-4839	R	99-46384	Real Prop.	2018	5084	$167.58	$0.91	$0.00	$0.00	$168.49
HARVEY, GERALD	1753A HAYWOOD MANOR RD		HENDERSONVILLE	NC	28791	R	99-46524	Real Prop.	2018	5087	$410.13	$0.91	$0.00	$0.00	$411.04
TAYLOR, TIMOTHY	PO BOX 1577		HENDERSONVLLE	NC	28793-1577	R	99-46587	Real Prop.	2018	5094	$946.19	$0.91	$0.00	$0.00	$947.10
LANDRUM, KEVIN D	5 BELLE MEADOW LN		HENDERSONVILLE	NC	28792	R	99-46973	Real Prop.	2018	5100	$126.42	$0.91	$0.00	$0.00	$127.33
HORNE, ARTHUR LEE	113 S JUSTICE ST		HENDERSONVLLE	NC	28739	R	99-47376	Real Prop.	2018	5133	$592.41	$0.91	$0.00	$495.66	$97.66
CARDINAL CARE, INC	PO BOX 2568		HICKORY	NC	28603	R	99-48423	Real Prop.	2018	5165	$2,334.36	$0.91	$0.00	$2,317.76	$17.51
MCKENCAL LLC A NC LLCOMPANY	1310 HEBRON RD		HENDERSONVLLE	NC	28739-5181	R	99-48836	Real Prop.	2018	5200	$1,730.19	$0.91	$0.00	$0.00	$1,731.10
CLARKE, ROBERT M II	319 N WHITTED ST		HENDERSONVLLE	NC	28739-4853	R	99-49248	Real Prop.	2018	5208	$120.54	$0.91	$0.00	$0.00	$121.45
HERNANDEZ, J SANTOS	1111 KEITH ST		HENDERSONVLLE	NC	28792-5810	R	99-50904	Real Prop.	2018	5251	$606.13	$0.91	$0.00	$0.00	$607.04
HUBBARD, RUSSELL H	295 ROBERTS DR		HENDERSONVILLE	NC	28739-9457	R	99-51071	Real Prop.	2018	5273	$1,024.10	$0.91	$0.00	$0.00	$1,025.01
EDWARD, MARY L	63 LAKE POINTE CIR		HENDERSONVILLE	NC	28792	R	99-54692	Real Prop.	2018	5329	$1,072.12	$0.91	$0.00	$1,061.13	$11.90
CALDWELL, DIANE R	724 ORIOLE DR		HENDERSONVLLE	NC	28792-2641	R	99-55545	Real Prop.	2018	5345	$345.94	$0.91	$0.00	$0.00	$346.85
JULIA T MURPHY REVOCABLE TRUST	35 TISHA LN		HENDERSONVILLE	NC	28739-5583	R	99-58143	Real Prop.	2018	5416	$824.67	$0.91	$0.00	$815.58	$10.00
SANTOS, NESTOR HERNADEZ	1420 MARTIN CR		HENDERSONVLLE	NC	28792-2639	R	99-59106	Real Prop.	2018	5442	$376.32	$0.91	$0.00	$0.00	$377.23
RAMIREZ, JEFFERY L	1416 MARTIN CIR		HENDERSONVLLE	NC	28792-2639	R	99-59108	Real Prop.	2018	5444	$384.16	$0.91	$0.00	$0.00	$385.07
ALEXANDER, CHRISTOPHER	1421 MARTIN CIR		HENDERSONVLLE	NC	28792-2640	R	99-59109	Real Prop.	2018	5445	$341.53	$0.91	$0.00	$0.00	$342.44
BLG HOLDINGS LLC	200 A BEVERLY HANKS CENTER		HENDERSONVLLE	NC	28792-2324	R	99-60752	Real Prop.	2018	5490	$1,611.12	$0.91	$0.00	$1,578.90	$33.13
JOHNSON, LISA R	177 D EWBANK GARDENS DRIVE		HENDERSONVILLE	NC	28791	R	99-61354	Real Prop.	2018	5500	$14.70	$0.91	$0.00	$0.00	$15.61
JORDAN STREET LLC	3 EMILY COURT		PRINCETON JUNCTION	NJ	08550-2259	R	99-62462	Real Prop.	2018	5515	$468.93	$0.91	$0.00	$465.41	$4.43
R & A HOLT INVESTMENTS LLC	1903 COUNTRY CLUB RD		HENDERSONVILLE	NC	28739	R	99-62817	Real Prop.	2018	5525	$2,343.62	$0.91	$0.00	$0.00	$2,344.53
SMITH, RALPH D	111 LAKEVIEW LN		MOUNT DORA	FL	32757-5411	R	99-64971	Real Prop.	2018	5614	$436.10	$0.91	$0.00	$424.06	$12.95
RAMER, JOHN J	115 EWARTS POND RD		HENDERSONVILLE	NC	28739	R	99-65000	Real Prop.	2018	5626	$572.32	$0.91	$0.00	$0.00	$573.23
WILKINS, CHARLES A	PO BOX 4900		SCOTTSDALE	AZ	85261	R	99-67276	Real Prop.	2018	5752	$4,701.06	$0.91	$0.00	$4,607.04	$94.93
BARNES, CAROL C	48 S WOODRIDGE VIEW CT		HENDERSONVLLE	NC	28791-8634	R	99-70080	Real Prop.	2018	5946	$690.90	$0.91	$0.00	$0.00	$691.81
SMOKEY MOUNTAIN RESTAURANT LLC	1605 N RICHMOND RD		WHARTON	TX	77488	R	99-70093	Real Prop.	2018	5949	$766.36	$0.91	$0.00	$0.00	$767.27
EWING, ROY	455 CANE CREEK RD		FLETCHER	NC	28732-7406	R	99-70183	Real Prop.	2018	5956	$1,677.76	$0.91	$0.00	$0.00	$1,678.67
ELLIOTT, CLYDE K	PO BOX 11		SUNSET	SC	29685-0011	R	99-70696	Real Prop.	2018	5967	$492.94	$0.91	$0.00	$475.69	$18.16
A CUT ABOVE CONSTRUCTION AND INTER	28 STERLING RUN DR		FLETCHER	NC	28732	R	99-71547	Real Prop.	2018	5989	$269.50	$0.91	$0.00	$0.00	$270.41
JOHNSON, DANIEL	390 MISTLETOE TRL		HENDERSONVILLE	NC	28791	R	99-71560	Real Prop.	2018	6000	$269.50	$0.91	$0.00	$249.07	$21.34
BOWMAN, PAUL ANDREW	901 TIGHT RUN LOOP RD		UNION MILLS	NC	28167-8835	R	99-72615	Real Prop.	2018	6082	$509.60	$0.00	$0.00	$0.00	$509.60
GOODING, THOMAS L	PO BOX 669		FLAT ROCK	NC	28731	R	99-72631	Real Prop.	2018	6083	$1,213.73	$0.91	$0.00	$1,208.98	$5.66
WELLMAN, ALYCE	1050 INDIAN HILL RD		HENDERSONVLLE	NC	28791-1832	R	99-73404	Real Prop.	2018	6149	$1,352.40	$0.91	$0.00	$1,325.35	$27.96

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Buchanan, Finance Director **MEETING DATE:** July 1, 2021

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Appoint Deputy Tax Collector and Charge with Collection of Delinquent Taxes

SUGGESTED MOTION(S):

I move City Council adopt the Resolution to appoint Amanda Lofton as Deputy Tax Collector and to adopt the Charge and Order of Collection as presented.

SUMMARY:

The Billing Supervisor/Deputy Tax Collector resigned in May and Jesse Ivens was temporarily designated to collect taxes. Amanda Lofton is the new Billing Supervisor and is recommended to be appointed as the new Deputy Tax Collector.

She will take the oath after approval and may be charged with the collection of delinquent taxes.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:
Resolution
Oath
Order to collect taxes

Resolution #R-21-60

RESOLUTION TO APPOINT AMANDA LOFTON AS DEPUTY TAX COLLECTOR AND ADOPTING THE CHARGE AND ORDER OF COLLECTION

WHEREAS, the City of Hendersonville contracted with Henderson County for tax collection beginning in 2019 and;

WHEREAS, the City of Hendersonville retained the responsibility to collect delinquent taxes billed prior to 2019; and

WHEREAS, A new Deputy Tax Collector will be appointed after the acceptance of the tax settlement of Jesse Ivens; and

WHEREAS, Amanda Lofton is a person of character and integrity whose experience in business and collection work is satisfactory;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. Amanda Lofton, Billing Supervisor is hereby appointed as Deputy Tax Collector for a term of 5 years.
2. The delinquent taxes as detailed in the June 21, 2021, Tax Settlement are hereby charged to the Deputy Tax Collector for collection
3. The Order of Collection is approved and shall be delivered to the Deputy Tax Collector.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

Attest: Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Oath of Office

Deputy Tax Collector

I, **Amanda Lofton**, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully discharge the duties of my office as Deputy Tax Collector of the City of Hendersonville, and that I will not allow my actions as tax collector to be influenced by personal or political friendships or obligations; so help me God.

_____ _____

(Amanda Lofton) Date

On _____,_____ 2021, **Amanda Lofton** personally appeared before me and took the Oath of Deputy Tax Collector for the City of Hendersonville, NC and signed the above document as witnessed.

Seal

_____

Attest: Angela L. Reece, City Clerk
City of Hendersonville

CITY COUNCIL:
BARBARA G. VOLK
Mayor
JERRY A. SMITH, JR
Mayor Pro Tem
JEFF MILLER
DR. JENNIFER HENSLEY
LYNDSEY SIMPSON

CITY OF HENDERSONVILLE

The City of Four Seasons

JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
ANGELA REECE
City Clerk

State of North Carolina
City of Hendersonville

To the Tax Collector of the City of Hendersonville,

You are hereby authorized, empowered, and commanded to collect the delinquent taxes reported in the June 21, 2021 tax settlement as set forth in the tax records filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the City of Hendersonville , and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 1st day of July 2021

(Seal)

_____
Barbara Volk, Mayor

Attest:

_____
Angela Reece, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 7/1/2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Hiring of S&ME Proposal for Construction Materials Testing, and Special Inspections in the Amount of $98,500 – *John Connet ,City Manager*

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution accepting S&ME's proposal for construction materials testing and special inspections in the amount of $98,500.

SUMMARY:

The City must hire an independent engineering firm to test construction materials and conduct special inspections for the parking deck project. Staff publicly advertised for proposals and receive proposals from 5 engineering firms. S&ME was determined to be the most qualified firm.

BUDGET IMPACT: $98,500 not to exceed

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Authorizing Resolution

Engineering Proposal

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING S&ME's PROPOSAL FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS IN THE AMOUNT OF $98,500

WHEREAS, City Council has determined that a downtown parking deck is needed provide sufficient parking in downtown Hendersonville; and

WHEREAS, the City solicited proposals from Engineering firms to perform construction materials testing and special inspections for the new parking deck; and

WHEREAS, the City made a good faith effort to solicit proposals from historically underutilized businesses; and

WHEREAS, City staff objectively evaluated all submitted proposals and determined that S&ME was the most qualified firms to perform construction materials testing and special inspections for the downtown parking deck.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville accept S&MEs' proposal to perform construction materials testing and special inspections for the new parking deck in the not to exceed amount of $98,500 and finds that they are the best qualified firm.
2. The City Manager and City Attorney are authorized to negotiate and execute a final contract with S&ME for construction materials testing and special inspections for the downtown parking deck.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July, 2021.

Attest: _____ Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

June 17, 2021

City of Hendersonville
305 Williams Street
Hendersonville, North Carolina

Attention: Mr. John F. Connet, City Manager

Reference: **Proposal for Special Inspections and Construction Materials Testing**
Church Street Parking Deck
Hendersonville, North Carolina
S&ME Proposal No. 203165

Dear Mr. Connet:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this confirming proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the assumed project schedule and presents the associated compensation for our services. Our Agreement for Services, Form AS-071, is attached and included as part of this proposal. Thank you for choosing S&ME through the qualifications process. We look forward to providing our service to the City of Hendersonville.

♦ Project Information

Our understanding of the project is based on the following:

- Services related to this project (S&ME job number 1441-19-037) which includes:
  - Phase I Environmental Site Assessment (report dated December 24, 2019);
  - Preliminary Subsurface Exploration (report dated January 13, 2020);
  - Supplemental Subsurface Exploration (report dated July 17, 2020);
  - Limited Soil and Groundwater Assessment (report dated July 17, 2020);
  - Limited Asbestos Assessment (report dated November 10, 2020);
  - Asbestos Abatement Design (package dated January 25, 2021);
  - UST Closure (No Further Action letter from State dated June 2, 2021); and
  - Demolition Plans and Specifications (ongoing);
- Preliminary project plans prepared by Walker Parking Consultants and dated December 7, 2020;
- Preliminary project schedule Prepared by Edifice and dated December 18, 2020; and
- An email from Mr. Kyle Hanrahan with Edifice to Mr. Matt McCurdy with S&ME on January 19, 2021 with some additional schedule details.

We understand a new parking deck is being planned in the southeast quadrant of the intersection of Church Street and 5th Avenue in Hendersonville, North Carolina. The area of proposed development is bordered by Church Street to the west, 5th Avenue to the north, North Wall Street to the east, and a two-story commercial

building to the south. The provided site plan indicates the parking deck will have paved entrances and drives connecting to 5th Avenue and Church Street. The preliminary project plans have been used to determine our scope and budget and some details are described below; however, we understand there is a possibility the details of the project could be changed during preparation of final plans. If this is the case, a proposal revision could be needed.

The parking deck will have a building footprint of approximately 23,016 square feet and consist of a ground floor level with three elevated tiers/levels above it. We understand the proposed parking deck will be a pre-cast concrete structure supported on shallow foundations (with aggregate pier site improvement) and concrete slab-on-grade pavement. A portion of the lowest level is to be underground and will include the construction of a cast-in-place concrete retaining and foundation wall up to approximately 10 feet tall. Additionally, utility rooms and parts of the stairs and elevator shafts will include reinforced masonry. Finally, some asphalt paving is planned for the areas outside of the parking deck structure.

Proposed grades shown on the site plan indicate the ground level entrance near 5th Avenue West will be around 2157 feet in elevation and at about 2149 feet near the North Church Street entrance. Based on the topographic information provided, existing elevations in these areas are about the same. Therefore, we expect maximum cut and fill depths for mass grading to be very shallow and generally less than a few feet. However, excavations for underground utility lines are expected to extend deeper. Also, the crawlspace/basement of the existing middle building on North Church Street will need to be filled in after demolition, and underground storage tanks in the northwest corner of the site are being planned to be removed and the excavations backfilled.

♦ Scope of Services

We propose the following scope of services for this project:

Subgrade Evaluations

Our services will consist of an evaluation of the subgrade soils prior to proceeding with:

- Site grading activities in the proposed parking deck and parking/drive areas; and
- Aggregate base course stone placement or concrete slab-on-grade placement in proposed parking deck slab and parking/drive areas.

These services can be performed to help identify possible near-surface soil conditions that may cause future building or pavement distress. The evaluations may consist of proofrolling observations, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing. These services also include recommendations for remedial work and observing undercutting of the subgrade soils (when necessary).

Aggregate Pier Installation Observations (Ground Improvement)

Our services will consist of observations during aggregate pier installation including:

- Measuring of hole depths and diameters prior to aggregate placement; and
- Recording of aggregate volume placed in each pier based on information from the specialty contractor.

Engineered Fill Testing

Our services will consist of observing fill placement and randomly performing field density tests to measure the compaction of the fill placed in the following locations for compliance with the project plans and specifications:

- Parking deck footprint and parking/drive areas; and
- Utility line trenches.

Unless otherwise outlined in the project specifications, density testing will be performed by the sand cone, drive tube, or nuclear density gauge methods. In addition, we will perform Standard Proctor (ASTM D698) moisture-density relationships on the different materials used as fill. Additional laboratory testing such as gradation, plastic limits, and moisture content determinations can be performed upon request.

Shallow Foundation Bearing Material Evaluation

Our services during foundation construction will include evaluating the near-surface bearing materials for the building foundations prior to concrete placement. We will probe the surface with a small-diameter steel rod to estimate firmness and check that very loose or wet soils are removed. We will also check for the specified number of aggregate piers to be visible in the footing excavations and that the pier geometry is in general accordance with the drawings.

Note that at this time the aggregate pier design has not been provided to us; however, we anticipate that some smaller footings will not be supported by aggregate piers. Our services for foundations not supported by aggregate piers can consist of a visual observation and probing of the near-surface bearing materials for the building foundations supplemented with hand auger borings and Dynamic Cone Penetrometer (DCP) testing to help evaluate the suitability of the near-surface bearing materials within the foundation excavations for the design bearing capacity. This could also include the observation of test pits excavated by the contractor, and observation of undercutting of unsuitable materials if necessary.

Concrete Sampling, Testing, and Observations

Our services during reinforced concrete construction will consist of the following:

- Observation and documentation of reinforcing steel placement for general layout, number, spacing, size, grade, support, cleanliness, lap splices, and cover prior to concrete placement;
- Observe and document that the concrete delivery tickets are in conformance with the approved concrete product code;
- Observation of bolts to be installed in concrete prior to and during placement of concrete;
- Continuous observation of concrete placement for proper application techniques;
- Sampling fresh concrete for slump, air content, temperature and unit weight tests, and preparing concrete test specimens; and
- Compressive strength testing of laboratory-cured concrete specimens.

Pre-Cast Concrete and Structural Steel Evaluations

Our services during structural steel will consist of the following:

- Periodic observations of high strength bolting. (Note: Slip-critical connections require continuous inspection);
- Periodic or continuous observations of welding structural and reinforcing steel, depending on type of weld;
- Periodic or continuous observations of steel frame joint details for compliance with approved construction documents, depending on the type of connection; and
- Periodic verification of precast member connections in accordance with structural drawings and precast construction drawings.

Structural Masonry Testing and Observations

Our services during structural (reinforced) masonry construction will consist of the following:

- Periodic observations of reinforcing steel placement (type, size, grade, location, cleanliness, lap splices) and connectors;
- Periodic observations that the contractor is protecting the masonry during cold/hot weather construction;
- Observing the reinforced CMU cells prior to grouting to observe and document that the grout space is adequately clean and free of debris;
- Observe and document that the contractor is using the approved grout mix design(s);
- Continuous observation of grout placement operations to observe and document compliance with the NC Building Code and/or project document requirements; and
- Preparing any necessary CMU, mortar, and/or grout specimens, to measure design strengths for conformance with the project specifications.

Aggregate Base Course (ABC) Stone Testing

Our services can consist of observing proofrolling of the ABC stone and performing density tests by nuclear method (ASTM D6938) and/or sand cone method (ASTM D1556) to measure the compaction of the material for conformance with the project specifications. Test results can be compared to the unit weight value published by the NCDOT Materials and Tests lab or a Proctor moisture-density relationship can be performed on the aggregate base course. Additionally, the thickness of the in-place material can be measured.

Asphalt Pavement Testing Services

Our services can consist of observing the placement of asphalt, testing the temperature of asphalt trucks delivered to the site, and performing density tests to measure the density of the material utilizing a nuclear gauge. Density test results will be compared to the Rice number (theoretical maximum density) provided by the asphalt plant.

Reporting

Our personnel can leave a copy of a field report at the project site, if requested. This report will summarize our field personnel's preliminary observations and testing results. This information will be delivered to our office, reviewed by an S&ME project manager, and issued periodically in a typed format, when applicable.

♦ Excluded Services

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal, the following services are specifically excluded. Some of these services can be performed by S&ME if desired; however, a separate proposal for these services would be required.

- Directing of any contractor's or subcontractor's work;
- Any aspect of site safety other than safety of S&ME employees;
- Slope or trench sidewall stability;
- Layout or surveying; and
- Observation of erosion control measures.

♦ Client Responsibilities

We ask that you be responsible for the following:

- **Plans and Specifications**: Provide us with project plans and specifications, including any revised or additional drawings/directives that are produced during construction of the project.

- **Scheduling**: Provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. When our services will be needed on weekends and/or holidays (Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 48-hour notification.

- **Part-time / Full-Time:** We anticipate our services will be performed on a part-time basis. Please specify if our services are requested to be on a full-time basis. When performing any of these services on a part-time basis (as expected for this project), S&ME will schedule a representative to be at the site to perform specifically requested tests/observations only at the specific times when requested by your designated project contact. Full-time testing means that an S&ME representative will be on-site during the contractor's operations to make a reasonable effort to conduct tests and observe contractor's work. S&ME will coordinate full-time and part-time site visit requests and testing requirements with the site general contractor. S&ME will not be responsible for work done without our presence or not scheduled/requested to be evaluated.

- **Report Distribution**: Provide us with all applicable names and addresses for report distribution.

♦ Compensation

Our fee for testing will be determined based on the unit rate Fee Schedule attached to this proposal. Based on the scope of services outlined above and the project schedule provided by Edifice, we have estimated a recommended budget of **$98,500**. These costs are broken down on the "Project Estimate Breakdown" attached to this proposal.

You will only be invoiced for the actual effort accrued based on the site visits and testing you request and schedule with us, the unit rates, and actual time-and-material quantities. Please note that the total costs are dependent on many factors and are significantly influenced by the actual construction schedule and weather. If the actual construction schedule varies from what is assumed, our fees will also vary. We plan to generate an invoice once every four weeks for the work performed within each four-week period; the terms of the invoice are net 30 days.

♦ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

This proposal was sent to you via email. If you elect to accept our proposal by return email, then your email acceptance will serve as representation to S&ME that you have reviewed the proposal and associated Agreement for Services (AS-071) and hereby accept both as written.

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.

♦ Closure

S&ME appreciates the opportunity to be of continued service to City of Hendersonville. If you have any questions regarding the outlined scope of work, or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.

Christopher Mentch, PE
Associate Project Manager

Matthew H. McCurdy, PE
Principal Engineer

Attachment: Project Estimate Breakdown
S&ME Fee Schedule

Attachments

PROJECT ESTIMATE BREAKDOWN

Special Inspections and Construction Materials Testing
Church Street Parking Deck
Hendersonville, North Carolina
S&ME Proposal No. 203165

Please note: This cost estimate is based on the Project Schedule prepared by Edifice, dated December 18, 2020, an email from Mr. Kyle Hanrahan with Edifice on January 19, 2021, and our experience with similar projects. If the actual schedule varies from that assumed, the costs will also vary.

Task Description			Unit	Rate	Quantity	Cost
1. Earthwork						
Site Grading, Building Pad Construction, and Storm Drainage *- The project schedule indicates an overlapping 8 weeks for site grading, storm drainage, and building pad construction. We anticipate that our technician will be required full time (45 hours per week) for 2 weeks of this period for mass fill placement, and part time (2, 6 hour visits) for the remaining 6 weeks for storm drainage construction.*						
Retaining Wall Backfill *- Mr. Hanrahan indicated that foundation and retaining wall backfill would require 3 weeks. We anticipate that our technician will be required full time (45 hours per week) for this period*						
Subgrade Evaluations *- We assume that our staff professional will be required for 3, 6 hour visits to observe proofrlling and evaluate the subgrade*						
Lab Testing *- We assume that a total of 3 standard Proctor tests and natural moisture tests will be performed on proposed fill material.*						
Engineering Technician (T1)	Regular	Site Grading	80	hours	$50.00	$4,000.00
Engineering Technician (T1)	Overtime		10	hours	$75.00	$750.00
Engineering Technician (T1)	Regular	Storm Drainage	72	hours	$50.00	$3,600.00
Engineering Technician (T2)	Regular	Retaining Wall Backfill	120	hours	$55.00	$6,600.00
Engineering Technician (T2)	Overtime		15	hours	$82.50	$1,237.50
Staff Professional		Subgrade Evaluations	18	hours	$100.00	$1,800.00
Standard Proctor Test			3	each	$140.00	$420.00
Natural Moisture Test			3	each	$13.00	$39.00
Mileage (30 miles round trip)			1200	miles	$0.60	$720.00
					Subtotal	**$19,166.50**
2. Ground Improvement (Aggregate Piers)						
We assume that our technician will be required full time (50 hours per week) for 5 weeks to observe pier installation. Additionally, we anticipate that a staff professional will make 3, 6 hour trips to observe modulus testing and installation.						
Engineering Technician (T2)	Regular	Pier Installation	200	hours	$55.00	$11,000.00
Engineering Technician (T2)	Overtime		50	hours	$82.50	$4,125.00
Staff Professional		Modulus Testing	18	hours	$100.00	$1,800.00
Mileage (30 miles round trip)			840	miles	$0.60	$504.00
					Subtotal	**$17,429.00**
3. Cast In Place (CIP) Concrete Observations and Testing						
Foundation System and Retaining Wall Construction *- The project schedule indicates an 11 week period for construction of the foundations and retaining walls. We anticipate that our technician will be required 4 times per week for 6 hours to observe reinforcing steel and test concrete.*						
Ground Floor Slab *- We anticipate that the ground floor slab will be poured in 2 placements, requiring an engineering technician for 8 hours per placement.*						
T Topping Strips *- Mr. Hanrahan indicated that there would likely be 2 concrete placements per level for the T topping strips. We anticipate that a technician will be required to make 6, 8 hour visits to observe reinforcing steel and test concrete.*						
Lab Testing *- We anticipate that 50 sets of 5, 4"x8" concrete cylinders will be cast for compressive strength testing*						
Sample Pickup *- We anticipate that most concrete samples will be picked up during the next concrete placement and will not require additional time; however, we assume that 10 separate 2 hour visits by an engineering technician will be required to pick up concrete samples.*						
Engineering Technician (T2)	Regular	Foundation and Retaining Walls	264	hours	$55.00	$14,520.00
Engineering Technician (T2)	Regular	Floor Slabs	16	hours	$55.00	$880.00
Engineering Technician (T2)	Regular	T Topping Strips	48	hours	$55.00	$2,640.00
Engineering Technician (T1)	Regular	Sample Pickup	20	hours	$50.00	$1,000.00
Compressive Strength Test Cylinders			250	each	$15.00	$3,750.00
Mileage (30 miles round trip)			1860	miles	$0.60	$1,116.00
					Subtotal	**$23,906.00**
4. Structural Masonry Observations and Testing						
Masonry Construction *- Mr. Hanrahan indicated that masonry construction will take approximately 4 weeks. We anticipate that our representative will be required, part time (6 hours per day, 5 days per week) during the 4 week period to observe and test grout. We anticipate that grout samples will be picked up during these visits and no extra trips will be required.*						
Lab Testing *- We anticipate that 8 sets of 4 grout prisms, and 4 sets of 6 mortar cubes will be cast for compressive strength testing*						
Engineering Technician (T2)	Regular		120	hours	$55.00	$6,600.00
Compressive Strength of Grout Prisms			32	each	$25.00	$800.00
Compressive Strength of Mortar Cubes			24	each	$15.00	$360.00
Mileage (30 miles round trip)			600	miles	$0.60	$360.00
					Subtotal	**$8,120.00**

PROJECT ESTIMATE BREAKDOWN

Special Inspections and Construction Materials Testing
Church Street Parking Deck
Hendersonville, North Carolina
S&ME Proposal No. 203165

Please note: This cost estimate is based on the Project Schedule prepared by Edifice, dated December 18, 2020, an email from Mr. Kyle Hanrahan with Edifice on January 19, 2021, and our experience with similar projects. If the actual schedule varies from that assumed, the costs will also vary.

Task Description		Unit	Rate	Quantity	Cost
5. Pre-Cast and Structural Steel Evaluations					
Based on our experience with similar projects, we assume 1, 8 hour visit per elevated deck (3 total) and 3, 8 hour visits per stairwell (2 stairwells, 6 visits total). Additionally, we anticipate 2, 8 hour follow-up visits for areas requiring re-work.					
Metals Inspector	Regular	88	hours	$80.00	$7,040.00
Mileage (30 miles round trip)		330	miles	$0.60	$198.00
				Subtotal	**$7,238.00**
6. Pavement Subgrade and Base Course Testing and Proofrolling					
Based on our experience with similar projects, we anticiapte that an engineering technician will be required to make 6 visits to observe proofrolling of soils prior to placing ABC stone or concrete slab-on-grade, with each visit requiring 6 hours. Additionally, we anticpate that an engineering technician will be required for 2 visits to perform density testing, thickness measurements, and observing proofrolling of ABC stone in asphalt pavement areas, with each visit requiring 8 hours.					
We assume that a Proctor will be available from the NCDOT M&T Soils Lab for this project, and a stone Proctor test will not be required.					
Engineering Technician (T1)	Regular	52	hours	$50.00	$2,600.00
Mileage (30 miles round trip)		240	miles	$0.60	$144.00
				Subtotal	**$2,744.00**
7. Asphalt Testing					
Based on our experience with similar projects, we anticiapte that an engineering technician will be required to make 5, 8 hours visits to observe and perform density testing for asphalt pavement construction.					
Engineering Technician (T3)	Regular	40	hours	$58.00	$2,320.00
Mileage (30 miles round trip)		150	miles	$0.60	$90.00
				Subtotal	**$2,410.00**
8. Project Management					
Associate Project Manager (P3)	Report Review / Submittal	80	hours	$130.00	$10,400.00
Project Engineer (P4)	Project Management	30	hours	$150.00	$4,500.00
Principal Engineer (P6)	Senior Review	10	hours	$195.00	$1,950.00
Administrator		12	hours	$55.00	$660.00
				Subtotal	**$17,510.00**
				Recommended Budget Estimate:	**$98,523.50**

S&ME, Inc.
Fee Schedule
2020

Labor Category	Unit	Rate
Geotechnical and Construction Services		
Staff Professional P1	per hour	$100.00
Staff Professional P2	per hour	$110.00
Project Professional P3, Engineer, Geologist, Scientist	per hour	$130.00
Project Professional P4, Engineer, Geologist, Scientist	per hour	$150.00
Senior Professional P5, Engineer, Geologist, Scientist	per hour	$170.00
Principal Professional P6, Engineer, Geologist, Scientist	per hour	$195.00
Construction Materials Testing - Technicians		
Construction Materials Testing Technician (T1)	per hour	$50.00
Construction Materials Testing Technician (T2)	per hour	$55.00
Senior Construction Materials Testing Technician (T3)	per hour	$58.00
Senior Construction Materials Testing Technician (T4)	per hour	$60.00
Senior Construction Materials Testing Technician (T5)	per hour	$65.00
Weld Inspector (Metals, Wood, etc.)	per hour	$80.00

Note:

A. Overtime rates will be 1.5 times the regular rate indicated for labor for technician services
B. Overtime includes all time in excess of 8 hours per day, Saturdays, Sundays & Holidays

General		
GIS Support	per hour	$105.00
CAD Operator	per hour	$75.00
Administrative Support	per hour	$55.00

Unit Rate Category	Unit	Rate
Mileage	per mile	$0.60
Drill Rig - Local Mobilization/Demobilization (≤ 50 miles one-way)	each	$600.00
Drill Rig Mobilization Beyond 50 Miles	mile	$6.00
Daily Drilling Rate	per day	$2,300.00
All Terrain Vehicle Mounted Drill Rig surcharge	per day	$240.00
Soil Test Borings, N < 60 bpf	per foot	$14.00
Soil Test Borings, N > 60 bpf	per foot	$18.00
Soil Test Borings 50-75 feet	per foot	$17.00
Soil Test Borings 75-100 feet	per foot	$21.00
Soil Test Borings 100-125 feet	per foot	$24.00
Soil Test Borings 125-150 feet	per foot	$29.00
Additional Split-spoon Samples	each	$30.00

S&ME, Inc.
Fee Schedule
2020

Auger Borings	per foot	$10.00
Bulk Samples	each	$50.00
Hole Closure Devices	each	$12.00
Undisturbed Samples	each	$200.00
Concrete/Asphalt Coring	each location	$50.00
Concrete/Asphalt Patching	each location	$40.00
Rock Coring - Set-up each location	each	$275.00
Casing Advancer	per foot	$35.00
Casing Installation	per foot	$10.00
Rock Coring	per foot	$55.00
Core Boxes	each	$25.00
Crew Time (Clearing, Difficult Moving, Hauling Water)	per hour	$260.00
Crew Subsistence	per day	$300.00
Piezometer/ Temporary PVC Standpipe Installation	per foot	$7.00
Water tank/trailer/truck	per day	$175.00
Water pump	per day	$110.00
Travel Expenses		Cost + 15%
Subcontract Services		Cost + 15%
Supplies, Equipment, Materials & Shipping		Cost + 15%

Laboratory Rate Category	Unit	Rate
Geotechnical and Construction Material Testing		
Soil - Water (Moisture) Content	per each	$13.00
Soil - Liquid Limit, Plastic Limit and Plasticity Index	per each	$85.00
Soil - Particle Size Analysis (wash 200 only)	per each	$60.00
Soil - Particle Size Analysis (with hydrometer)	per each	$165.00
Soil - Particle Size Analysis (without hydrometer)	per each	$88.00
Soil - Standard Proctor Compaction	per each	$140.00
Soil - Modified Proctor Compaction	per each	$170.00
Soil - California Bearing Ratio (CBR) (3 points, soaked)	per each	$450.00
Soil - Triaxial test - undisturbed - Unconsolidated, undrained	per each	$525.00
Soil - Triaxial test - recompacted - Unconsolidated, undrained	per each	$650.00
Soil - Triaxial test - undisturbed - Consolidated, undrained	per each	$850.00
Soil - Triaxial test - recompacted - Consolidated, undrained	per each	$1,000.00
Soil - Direct Shear	per each	$500.00
Aggregate - Standard or Modified Proctor	per each	$200.00
Concrete - Compressive Strength of concrete cylinders	per each	$15.00
Masonry - Compressive Strength of Grout Prisms	per each	$25.00
Masonry - Compressive Strength of 2" mortar cube samples	per each	$15.00

AGREEMENT FOR SERVICES

Form AS-071

Date: 6/17/21	Job Number: 203165
S&ME, Inc. (hereafter Consultant)	Client Name: City of Hendersonville (hereafter Client)
Address: 44 Buck Shoals Road Suite C-3 City: Arden State: NC Zip: 28704	Address: 305 Williams Street City: Hendersonville State: NC Zip:
Telephone: 828.687.9080 Fax:	Telephone: Fax:

PROJECT

Project Name: Proposal for Special Inspections and Construction Materials Testing

Project location: (Street Address) Church Street Parking Deck

City: Hendersonville State: NC Zip:

SERVICES TO BE RENDERED

Proposal Number: 203165 dated: 6/17/21 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE**: Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.

2. **CONTRACT DOCUMENTS**: "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES**: Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its' agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for the such party's failure to perform its' work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

4. **CHANGE ORDERS**: Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).

5. **PAYMENT**: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition,

CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

The following information is required for CONSULTANT to properly submit invoices to the CLIENT. Completion is required before execution of this document.

Purchase Order Number (if not required, note NA):
CLIENT Project Number (if not required, note NA):
Email Address for Submitting Invoices (if not allowed, note NA):
Website for Invoice Submission (if not required, note NA):
For Website Invoice Submission, include instructions for sign-up and process document for invoice submission.
Monthly deadline for invoice submission to ensure prompt processing (if none, note NA):

Legal Entity Name required on invoice:
Address required on invoice:
CLIENT Accounts Payable contact name:
CLIENT Accounts Payable contact phone number:
CLIENT Accounts Payable email address:

Additional invoicing instructions:

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**.

0. **LIMITATION OF LIABILITY**: Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to $100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

7. **NO CONSEQUENTIAL DAMAGES**: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. INSTRUMENTS OF SERVICE: In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

10. SAFETY: Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

11. SAMPLES: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).

12. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. CLIENT OBLIGATIONS:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

(f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The

information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. CERTIFICATIONS: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. FAILURE TO FOLLOW RECOMMENDATIONS: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. TERMINATION:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. UNFORESEEN CONDITIONS OR OCCURRENCES: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. FORCE MAJEURE: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable

control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. INSURANCE: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of $1,000,000 each accident, (3) Commercial General Liability with limits of $1,000,000 each occurrence / $2,000,000 aggregate, (4) Commercial Automobile with limits of $1,000,000 each accident, (5) Umbrella Excess Liability with limits of $5,000,000 each occurrence and (6) Professional Liability with limits of $5,000,000 each claim.

20. INDEMNITY: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.

21. DISPUTE RESOLUTION: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located

22. ASSIGNMENT: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

23. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

24. MISCELLANEOUS: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.

25. TIME BAR: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.

26. NO DISCRIMINATION: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

27. NO THIRD PARTY LIABILITY: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. INDIVIDUAL LIABILITY: CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Hendersonville **S&ME, Inc.**

BY: _____ (Signature) **BY:** _____ (Signature)

_____ (Print Name / Title) _____ (Print Name / Title)

DATE: _____ **DATE:** _____

PROPOSAL NUMBER : 203165

Client's FAXED or DIGITAL signature to be treated as original signature

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** July 1, 2021

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Administration

TITLE OF ITEM: Approval of Design and Engineering Proposal for Downtown Parking Deck – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution accepting Walker Consultants' Design and Engineering Proposal for the downtown parking deck in the amount of $487,000

SUMMARY:

The City of Hendersonville solicited proposals for the design and engineering of a downtown parking deck. Following an independent evaluation of the proposals, Walker Consultants was chosen as the best qualified firm. Therefore, City staff recommend the acceptance of Walker Consultants' formal proposal to design and engineer the downtown parking deck.

BUDGET IMPACT: $ 487,000

Is this expenditure approved in the current fiscal year budget? Yes

If no, describe how it will be funded. Capital Project Ordinance

ATTACHMENTS:

Approval Resolution

Proposal

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING WALKER CONSULTANTS' DESIGN AND ENGINEERING PROPOSAL FOR THE DOWNTOWN PARKING DECK IN THE AMOUNT OF $487,000

WHEREAS, City Council has determined that a downtown parking deck is needed provide sufficient parking in downtown Hendersonville; and

WHEREAS, the City solicited proposals from architecture and engineering firms to develop the necessary design and engineering plans for the new parking deck; and

WHEREAS, the City received ten proposals for design and engineering; and

WHEREAS, the City made a good faith effort to solicit proposals from historically underutilized businesses; and

WHEREAS, independent assessors objectively evaluated all submitted proposals and determined that Walker Consultants and their sub-consultants were the most qualified firms to develop the necessary design and engineering plans for the downtown parking deck.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville accept Walker Consultants' proposal to design the new parking deck in the amount of $487,000 and finds that they are the best qualified firm.
2. The City Manager and City Attorney are authorized to negotiate and execute a final contract with Walker Consultants for design and engineering design for the downtown parking deck.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July, 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Buchanan, Finance Director **MEETING DATE:** July 1, 2021

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Amend Water and Sewer Customer Service-Billing Policy to Include Sewer Adjustment for Filling Pools – John Buchanan, Finance Director

SUGGESTED MOTION(S):

I move that City Council approve the amendment to the Water and Sewer Customer Service-Billing Policy to Include Sewer Adjustment for Filling Pools as presented.

SUMMARY:

Customers with sewer accounts are billed based on water usage. When filling pools and other water features, the water used does not usually enter the sewer system. Staff requests approval of this amendment which would allow for a sewer adjustment for the amount used to fill the pool.

The amendment will add the section as follows:

Sewer Adjustment for Pool Fill-ups

Residential sewer customers are limited to one adjustment every 12 months on their sewer bill for the amount of usage directly related to filling up a swimming pool or decorative water feature. The following requirements must be met:

- Request must be made to a Customer Service Representative within 90 days of the usage.
- Customer must provide the pool's dimensions and date and time of fill.
- A pool fill-up 3,000 gallons or greater is eligible for an adjustment.

BUDGET IMPACT: $ Undertermined

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 07/01/2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Approval of Reimbursement Resolution for the Fire Station 1 Project – *Adam Murr, Budget Manager*

SUGGESTED MOTION(S):

I move City Council approve the resolution declaring intent to reimburse for authorized expenditures related to the Fire Station 1 project.

SUMMARY:

The City of Hendersonville will seek a debt financing option for the Fire Station 1 project. For any project expenses incurred before receiving project financing, the City may reimburse itself using debt proceeds if authorized via a reimbursement resolution. The maximum amount of the borrowing the City will pursue for the project is $9,500,000. The City is authorized to make a declaration pursuant to the requirements of the United States Treasury Regulations Section 1.150-2.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. The reimbursement resolution authorizes the City to pay itself back for any authorized expenses occurring related to the Fire Station 1 project prior to securing debt financing.

ATTACHMENTS:

Reimbursement Resolution

Resolution #_____

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FIRE STATION #1 CONSTRUCTION PROJECT, ORDINANCE #19-0643 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is **$9,500,000**.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this first day of July, 2021.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 07/01/2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Approval of Resolution Accepting Proposal from Edifice General Contractors for the Construction Manager at Risk services for New Fire Station 1 – *Adam Murr, Budget Manager*

SUGGESTED MOTION(S):

I move City Council approve the resolution accepting Edifice General Contractors' construction manager at risk proposal to provide construction manager at risk services for the new Fire Station 1.

SUMMARY:

City staff solicited proposals from construction management firms to oversee the construction of the new Fire Station 1. After an objective review of all proposals, City staff determined that Edifice General Contractors are the most qualified firm to administer construction for the new fire station. Therefore, we request your approval of the attached resolution authorizing the City Manager and City Attorney to negotiate and execute a contract with Edifice General Contractors at a preconstruction services cost of $53,200 and a fee not greater than 6.00%.

BUDGET IMPACT: $53,200

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. A project budget will submitted to City Council requesting authorization to expend these funds.

ATTACHMENTS:

Resolution

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING EDIFICE GENERAL CONTRACTORS' CONSTRUCTION MANAGER AT RISK PROPOSAL FOR FIRE STATION 1

WHEREAS, City Council has determined that Hendersonville Fire Department needs an updated headquarters station; and

WHEREAS, staff solicited proposals from construction management firms to provide necessary construction management services for the new fire station; and

WHEREAS, the City made a good faith effort to solicit proposals from historically underutilized businesses; and

WHEREAS, staff objectively evaluated all submitted proposals and determined that Edifice General Contractors and their sub-consultants were the most qualified firms to provide construction manager at risk services for the new fire station.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville authorizes the City Manager to execute a contract with Edifice General Contractors to provide construction manager at risk preconstruction services for the new fire station #1 in the amount not to exceed $53,200 for preconstruction services and a construction manager's fee not greater than 6.00% of the cost of work upon establishment of a guaranteed maximum price (GMP), finding that Edifice is the best qualified firm.
2. The City Manager is authorized to utilize additional services as described in the proposal when it is determined to be in the best interest of the City of Hendersonville within budgeted funds available for the project.
3. The City Manager and City Attorney are authorized to negotiate and execute a final contract with Edifice General Contractors for construction manager at risk services for the new Fire Station 1.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 1st day of July, 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell **MEETING DATE:** July 1,2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Human Resources

TITLE OF ITEM: Paid Family Leave Policy – *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Paid Family Leave Policy Resolution, as presented.

SUMMARY:

The City of Hendersonville believes that strong families benefit both the local community and the workplace. For this reason, the City offers to eligible employees six weeks of the family friendly option of Paid Family Leave for the birth of and bonding with a newborn, bonding with a newly placed child for foster care or adoption and to care for a child, spouse or parent with a serious health condition.

As a result of City Council's support of employees, the Paid Family Leave Policy has been added as an additional benefit for City employees.

BUDGET IMPACT: $0.00

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Paid Family Leave Policy

Resolution #R-21-65A

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE PAID FAMILY LEAVE POLICY

WHEREAS, the City Council has put a strong emphasis on employee support and development and;

WHEREAS, the City of Hendersonville believes that strong families benefit both the local community and the workplace and;

WHEREAS, for this reason, the City of Hendersonville offers to eligible employees six weeks of the family friendly option of Paid Family Leave for the birth of and bonding with a newborn, bonding with a newly placed child for foster care or adoption and to care for a child, spouse, or parent with a serious health condition.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that from and after the effective date of this resolution, the Paid Family Leave Policy attached to this resolution, is hereby adopted.

This policy will become effective as of the date of adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

	CITY OF HENDERSONVILLE		
Policy Name:	Paid Family Leave Policy	Date Adopted by Council :	07/01/2021

I. Policy

The City of Hendersonville believes that strong families benefit both the local community and the workplace. For this reason, the City offers the family friendly option to its employees of Paid Family Leave for the birth of and bonding with a newborn, bonding with a newly placed child for foster care or adoption and to care for a child, spouse or parent with a serious health condition.

II. Purpose

The purpose of Paid Family Leave is to allow up to six (6) weeks of paid leave to employees who have worked for the City for at least twelve (12) months. The Family Medical Leave Act (FMLA) provides unpaid, job protected leave for childbirth, adoption or fostering, for your own serious health condition for the medical needs due to a serious health condition of a covered family member but does not address the lack of income experienced by many employees during periods of necessary leave.

III. Scope

This policy applies to employees in all benefit eligible positions. Other non-benefit eligible employees are not covered by the leave in this policy but are eligible for unpaid Family and Medical Leave if they meet the qualifying requirements.

IV. Definitions

1. **Paid Family Leave** - The period of time of up to six (6) weeks of paid leave for care of a newborn; a child placed for adoption, foster care, or guardianship or to provide care of and necessary attention to a seriously ill or injured child under the age of 18 (unless the child is an adult and incapable of caring for themselves due to a disability), spouse or parent of the employee. Employees may be only approved for one qualifying event within a rolling twelve (12) month period.
2. **Qualifying Family Members** – Must have a serious health condition certified by their health care provider in order for the employee to qualify for Paid Family Leave. A

	CITY OF HENDERSONVILLE		
Policy Name:	Paid Family Leave Policy	Date Adopted by Council :	07/01/2021

serious health condition is defined as: an illness, injury, impairment, or physical or mental condition requiring inpatient care in a hospital, hospice, or inpatient/outpatient residential health facility, or continuing treatment or supervision by a health care provider.

3. **Child**- A biological, adopted or foster child, stepchild, legal ward or a child of a person standing in loco parentis, who is under age eighteen (18) or age 18 or older and incapable of self-care because of a mental or physical disability at the time the leave is to commence.

4. **Parent**- Means any of the following: (1) the biological parents of a child; (2) adoptive, step or foster parents of a child; or (3) an individual who is a person standing or who stood in loco parentis.

5. **Person Standing In Loco Parentis** – Means a person who assumes day-to-day responsibilities to care for or financially support a child where the individual intends to assume the responsibilities of a parent with regard to the child. In the case of the employee, a person who had such responsibility for the employee when he or she was a child. A biological or legal relationship is not necessary

6. **Parent of Employee** – A biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the employee when the employee was a child. This does not include parents "in-law."

7. **Spouse**- Legally married husband or wife.

8. **Benefit Eligible**- Full time and part time employees who are eligible for coverage and participation in the City's benefit program in addition to legally mandated coverage.

	CITY OF HENDERSONVILLE		
Policy Name:	Paid Family Leave Policy	Date Adopted by Council :	07/01/2021

V. Organizational Rules

1. To qualify for Paid Family Leave, an employee must be a full time or part time benefited employee and have worked for the City for at least twelve (12) months from most recent date of hire.

2. Eligibility for Paid Family Leave expires twelve (12) months after the date of the following qualifying events:

   - Birth of a child of the employee;
   - The legal placement of a child with the employee for adoption, foster care or guardianship; or
   - The placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibilities (in loco parentis).
   - In the event of the birth of a child or placement of a child, if both parents are employed by the City, each parent is eligible for six (6) weeks of Paid Family Leave.
   - The effective date of Medical Certification pertaining to the serious health condition of a child under the age of 18 (unless totally disabled and unable to care for themselves), spouse or parent.

3. An employee may receive Paid Family Leave for a maximum of six weeks within a rolling twelve (12) month period.

4. Paid Family Leave for the birth, adoption or placement of a child for foster care or legal guardianship can be used on an intermittent basis. If an employee utilizes only four (4) work weeks of the six (6) weeks provided for a qualifying event for the birth or placement of a child, the employee may be eligible to use the remaining two (2)

	CITY OF HENDERSONVILLE		
Policy Name:	Paid Family Leave Policy	Date Adopted by Council :	07/01/2021

workweeks for a different qualifying event for a serious health condition if that event occurred within the same twelve (12) month period.

5. Paid Family Leave to care for a family member's serious health condition may be used on an intermittent basis or run consecutively. If an employee utilizes only four (4) workweeks of the six (6) weeks provided for one (1) qualifying event, the employee may be eligible to use the remaining two (2) workweeks for a different qualifying event if that event occurred within the same twelve (12) month period.

6. An employee is eligible for Paid Family Leave only if the qualifying event certifies as a serious health condition on or after the effective date of this policy.

7. An employee will receive Paid Family Leave only after the qualifying event is certified as a serious health condition by a Healthcare Provider. The employee may use other paid or unpaid leave until the event is certified. Once the qualifying event is certified, the employee may begin using Paid Family Leave for the time absent from work for the remaining period of certification of the event.

8. After Paid Family Leave has been exhausted employees may use Compensatory Time, Vacation Leave or Sick Leave, Leave Without Pay, - to continue care for a newborn child, a child placed for adoption, guardianship or foster care, or to care for a seriously ill family member. Paid Family Leave cannot be paid concurrently with any other leave or any applicable Short Term Disability.

9. In the event that an employee's request for Paid Family Leave is denied, he or she may be eligible to use Leave without pay or to use paid time off (Compensatory Time, Vacation Leave or Sick Leave), provided that the conditions of those leave benefits are satisfied. Subject to normal approval process.

	CITY OF HENDERSONVILLE		
Policy Name:	Paid Family Leave Policy	Date Adopted by Council :	07/01/2021

VI. Procedures

1. When the event qualifies for Paid Family Leave, an employee may request leave within 12 months of the qualifying event.

   To request Paid Family Leave, an employee must complete and submit a Family and Medical Leave (FMLA) Form and a Paid Family Leave Form 30 days prior to the leave when possible and specify the number of Paid Family Leave days/hours requested.

2. In addition to the FMLA Application Form, an employee must also submit supporting documentation that establishes the qualifying event for eligibility.

   Supporting documents include, but are not limited to:

   - Birth of child – A certificate of live birth or similar government issued document, listing the requesting employee as a legal parent;
   - Legal placement of a child – A certified copy of a court order granting legal custody of the child to the requesting employee;
   - In Loco Parentis – A notarized statement from the employee asserting that he or she is assuming and discharging the obligations of a parent to a child. The statement must include the age of the child, the degree to which the child is dependent on the employee, the amount of support, if any provided by the employee and the extent to which the employee exercises duties commonly associated with parenthood;
   - Non-legal placement of a child – Two (2) official records establishing the employee as a named caregiver to the child (e.g. school enrollment, insurance records, or medical records); and documentation establishing the date when the placement occurred (e.g. insurance records and certificates of death).
   - Completion of Health Care Provider for Family Member's Serious Health Condition (FMLA) form to confirm the serious health condition of the ill family member and Caregiver status of the employee involved in the care of and necessary attention to the covered family member.

	CITY OF HENDERSONVILLE		
Policy Name:	Paid Family Leave Policy	Date Adopted by Council :	07/01/2021

3. The employee must submit FMLA and Paid Leave certifications to their department head for review and the department head or their designee will submit the forms to Human Resources.

4. The employee will be notified within five (5) business days of receiving the certification from a Healthcare Provider if the Paid Family Leave is approved. In addition, the employee's supervisor and/or department head will be notified.

5. The employee's supervisor must enter the appropriate leave code in the City's timekeeping system for all time off during Paid Family Leave period.

6. Health Benefits- The City will continue to make contributions on behalf of the employee previously enrolled in a health plan with the city. The employee and their dependents will continue to be covered as long as the employee pays for any required contribution. During the period of Paid Family Leave, all premiums will continue to be deducted from the employee's paycheck.

7. Retirement- Retirement contributions and retirement service credit will continue to accrue during the Paid Family Leave period.

8. Accrual of Annual Leave and Sick Leave - Annual Leave and Sick Leave will continue to accrue during the period of Paid Family Leave.

CITY OF HENDERSONVILLE

PAID FAMILY LEAVE REQUEST FORM

Employee Name:	**Home Telephone Number:**
Current Mailing Address:	
Department:	

Reason for Leave:

- ☐ Birth of my child and/or to care for the new born child (documentation required)
- ☐ Placement of a child with me for adoption or foster care (documentation required)
- ☐ To care for a family member with a serious health condition (medical certification required)

Briefly explain reason for leave request (If leave is to care for a family member, please specify your relationship to the family member):

ANTICIPATED DATES OF LEAVE:

From: _____ Through:_____
(Date) (Date)

I am requesting leave on an intermittent or reduced leave schedule. ☐ Yes ☐ No

I anticipate that I will need the leave on the following schedule or basis:

I understand that I will be required to furnish medical certification of a serious health condition and/or a family member. I further understand that this certification must be submitted to the Human Resources Department within 15 days. I authorize the City of Hendersonville Human Resources Department to obtain clarifying information from the health care provider regarding my request for Paid Family Leave.

Employee Signature:	**Date:**

If your leave is approved, you will receive a letter from Human Resources detailing the City's policy Please feel welcome to address any questions concerning Paid Family Leave with Human Resources. You may contact Human Resources at 697-3003.

Department Head Signature:	**Date Received:**

Department Head or designee should *immediately* forward request form to the Human Resources Department.

Human Resources Department:

Date Request Received:	Medical Certification or documentation Received:

Employee has worked ☐ at least 12 months for City of Hendersonville.
☐ at least 1,250 hours in the 12-month period immediately preceding the start of the leave

Employee is ☐ eligible ☐ not eligible for FMLA	Condition ☐ qualifies ☐ does not qualify for Paid Family leave
FMLA ☐ approved ☐ denied Effective date of Paid Family Leave:	Signature of HRD Representative:

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell **MEETING DATE:** July 1,2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Human Resources

TITLE OF ITEM: Revision of the Personnel Policy -Addition of Paid Family Leave and Short-Term Disability Leave. Removing a statement about Workers' Compensation Leave – *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Personnel Policy Amendment Resolution, as presented.

SUMMARY:

As a result of City Council's support of employees they voted to adopt a policy for Paid Family Leave and to add employer paid Short Term Disability as additional benefits for City employees . This amendment is adding those sections to the Personnel Policy in Article VII. Sections 26 and 27, respectively. The Paid Family Leave is under a separate policy.

Following Human Resources best practices the amendment is also removing statement number 9 from Article VII. Section 20 Workers Compensation. "After a one-year (52-week) leave of absence on Workers' Compensation leave, employment with the City will be terminated to allow the City to fill the position. The employee will be eligible for rehire and given priority for qualified job openings upon a physician's statement certifying the employee's ability to return to work. The City reserves the right to separate the employee prior to 52-weeks."

BUDGET IMPACT: $0.00

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Hendersonville Personnel Policy Article VII

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AMENDING THE CITY OF HENDERSONVILLE PERSONNEL POLICY

WHEREAS, the City of Hendersonville maintains a personnel policy the purpose of which is to establish a system of personnel administration for recruiting, selecting, employing, developing and maintaining an effective and responsible work force; and

WHEREAS, the City of Hendersonville wishes to amend that policy by adding Section 26 under Article VII. a statement describing the Paid Family Leave Policy and adding Section 27 of the same Article a statement describing Short Term Disability; and

WHEREAS, the Paid Family Leave Policy is under a separate policy; and

WHEREAS, following Human Resources best practices the amendment is also removing statement number 9 from Article VII. Section 20 Workers Compensation. "After a one-year (52-week) leave of absence on Workers' Compensation leave, employment with the City will be terminated to allow the City to fill the position. The employee will be eligible for rehire and given priority for qualified job openings upon a physician's statement certifying the employee's ability to return to work. The City reserves the right to separate the employee prior to 52-weeks."

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that from and after the effective date of this resolution, the Personnel Policy attached to this resolution, is hereby adopted.

This policy will become effective as of the date of adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

Attest: _____ Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the City is to provide vacation leave, sick leave, and holiday leave to all full-time and part-time employees, and to provide proportionately equivalent amounts to employees having average work weeks of different lengths. Employees shall accrue leave proportionately with each payroll.

Section 2. Holidays

The City has adopted the State Holiday Schedule and, as such, the Human Resources Director shall publish that schedule prior to the beginning of each calendar year.

In order to receive a paid holiday, an employee must have worked the day before and the day after the holiday(s), or have been given approved leave.

Section 3. Holidays: Effect on Other Types of Leave

Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel

Shift employees required to perform work on regularly scheduled holidays may be granted compensatory time off or paid for hours actually worked in addition to any holiday pay to which they are entitled. This compensatory time shall be granted whenever feasible. If a holiday falls on a regularly scheduled off-duty day for shift personnel, the employee shall receive the hours for paid holiday leave. Departments with employees working a shift schedule may elect to compensate those employees for working on the “true” holiday rather than the designated holiday.

Section 5. Vacation Leave

Vacation leave is intended to be used for rest and relaxation, school appointments, and other personal needs.

Vacation leave may also be used by employees who wish to observe religious holidays other than those granted by the City. Employees who wish to use leave for religious observances must request leave from their respective Department Heads. The Department Head will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave for religious observance may be denied only when granting the leave would create an undue hardship for the City.

Vacation Leave may be donated to other employees according to procedures published by the City Manager.

Section 6. Vacation Leave: Use by Probationary Employees

Employees serving a probationary period following initial employment may accumulate vacation leave but shall not be permitted to take vacation leave during the first six months of employment unless approved in a pre-employment agreement.

Section 7. Vacation Leave: Accrual Rate

Each full and part-time employee of the City shall earn vacation at the following schedule, prorated by the average number of hours in the workweek (Section 16):

Years of Service	Accrual Rate (Days per Year)
0 – 2	10
3	11
4	12
5	13
6	14
7	15
8	15
9	16
10	16
11	17
12	17
13	18
14	18
15	19
16	19
17+	20

Section 8. Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum until December 31 of each year. However, if the employee departs from service, payment for accumulated vacation leave shall not exceed 40 days prorated as shown in Section 16. Effective December 31st, any employee with more than 40 days of accumulated leave shall have the excess accumulation removed so that only 40 days are carried forward to January 1 of the next calendar year. Those hours, in excess of 40 days, shall be converted to the employee's sick leave account. Employees are not eligible to receive pay for vacation time not taken.

Employees are cautioned not to retain excess accumulated vacation leave until late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 9. Vacation Leave: Manner of Taking

Employees shall be granted the use of earned vacation leave upon request in advance at those times designated by the Department Head which will least obstruct normal operations of the City. Department Heads are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery. Vacation may be taken in one half (1/2 hour) increments.

Section 10. Vacation Leave: Payment upon Separation

An employee who has successfully completed six months of the probationary period will normally be paid for accumulated vacation leave upon separation not to exceed 40 days prorated as shown in Section 16, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation.

Any employee failing to give and work the two-week notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the City Manager when deemed to be in the best interest of the City. Employees who are involuntarily separated shall be ineligible to receive and shall forfeit payment of any accrued vacation leave hours.

Section 11. Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the City shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in Section 8 of this Article.

Section 12. Sick Leave

Sick leave may be granted to a probationary or regular employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others. Sick leave may be taken in half-hour (30 minutes) increments.

For these purposes, “immediate family" shall be defined as spouse, child, parent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother or sister-in-law, aunt, uncle, of the employee or spouse or guardian of the employee. This also includes various combinations of “step”, “half”, and adopted relationships. Sick leave may be used when an employee must care for a member of his or her immediate family who is ill.

Sick leave may also be used to supplement Workers' Compensation Disability Leave during the waiting period before Workers' compensation benefits begin.

Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave or according to departmental procedures.

Section 13. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for full-time and part-time employees working other than the basic work schedule shall be prorated as described in Section 16 of this Article. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Governmental Employees' Retirement System.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the City, except as stated for employees retiring or terminated due to reduction in force.

In addition, employees hired before October 4, 2001, may receive a payment equal to 25% of the sick leave balance the employee had accrued as of September 28, 2001.

Section 14. Transfer of Sick Leave from Previous Employer

The City will accept sick leave balances when documented by a previous employer when the employee worked for a previous employer covered by the State or Local Government Retirement System and the employee did not withdraw accumulated contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the City of Hendersonville. The sick leave amount must be certified by the previous employer and it is the employee's responsibility to provide documentation from his or her previous employer within three (3) months of employment. Transferred sick leave will be credited to the employee upon completion of the probationary period.

Section 15. Sick Leave: Medical Certification

The employee's supervisor or Department Head may require a physician's certificate stating the nature of the employee's or employee's family member's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry as the Department Head deems desirable. The Department Head shall be responsible for the application of this provision to the end that:

1) Employees shall not be on duty when they might endanger their health or the health of other employees; and

2) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 16. Leave Pro-rated

Holiday, annual, and sick leave earned by full-time and part-time employees with fewer or more hours than the basic work week (40 Hours) shall be determined by the following formula:

1) The number of hours worked by such employees shall be divided by the number of hours in the

basic work week (40 Hours)

2) The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the basic work week.

3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned, or divided by 26 shall be the number of hours of leave earned biweekly.

Section 17. Funeral Leave

Eligible employees scheduled to work eight (8) or twelve (12) hour shifts who have a death in the Immediate Family (as defined in Section 12 of this Article) are eligible to receive up to twenty-four (24) working hours of paid funeral leave. Eligible employees scheduled to work twenty-four (24) hour shifts are eligible to receive up to twenty-four (24) working hours paid funeral leave.Permanent part-time employes are eligible for leave,prorated by the average number of hours in the work week (Section 16). Any additional time or for deaths that are not covered by the Immediate Family designation, vacation leave or accrued compensatory time may be taken. Funeral leave pay cannot duplicate any other compensation of the same time period. The City may request documentation for this leave whenever there is a pattern of absenteeism demonstrated by the employee or for other reasons as needed.

Section 18. Leave Without Pay

A full or part-time employee may be granted a leave of absence without pay for a period of up to twelve months by the City Manager. The leave may be used for reasons of personal disability, sickness or disability of immediate family members, parental leave, continuation of education, special work that will permit the City to benefit by the experience gained or the work performed, or for other reasons deemed justified by the City Manager.

The employee shall apply in writing to the supervisor for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the City Manager. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested, shall be considered a resignation.

Section 21. Family and Medical Leave

The City provides up to 12 weeks of job-protected leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, eligible employees may be granted up to a total of 12 weeks of unpaid leave per 12-month period, as determined below, for any of the following reasons:

1) For incapacity due to pregnancy, prenatal medical care or child birth;
2) To care for the employee’s child after birth, or placement for adoption or foster care;

3) To care for employee's spouse, son or daughter (under age 18 or incapable of self-care due to disability) parent (in-laws not included), with a serious health condition, as defined by FMLA;
4) For a serious health condition, as defined by FMLA, that renders employee unable to perform the job.
5) For qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Service member Family Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty and is receiving medical treatment, recuperating or undergoing therapy for a serious injury or illness. In contrast to all other FMLA leaves, service member family leave may be taken only once and does not again become available with the start of a new FMLA year. An employee may not take more than a combined total of 26 workweeks of leave in any year in which he or she uses service member family leave. The same eligibility, leave usage, and medical certification requirements apply to service member family leave as apply to all other FMLA leaves.

Eligible employees

To qualify for FMLA coverage, the employee must have worked for the City of Hendersonville 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins. Under the Uniformed Services Employment and Reemployment Rights Act (USERRA) an employee ordered to active military duty is eligible for FMLA if the employee would have otherwise been qualified had it not been for the active military duty.

Leave

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. The request for the use of leave must be made in writing by the employee and approved by the City Manager. The FMLA permits, and the City of Hendersonville requires, that while utilizing FMLA leave employees exhaust all accrued compensatory leave, then sick leave,then vacation leave before being granted unpaid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the City/s Leave Without Pay policy. Any use of sick leave beyond two weeks is required to be submitted as Family and Medical Leave. Family and Medical Leave runs concurrently with other types of leave including sick leave/disability, voluntary shared leave, and worker's compensation. An employee ceases to earn leave credits on the date leave without pay begins. An employee is prohibited from moonlighting or performing other outside work during any kind of leave including FMLA leave.

12-Month Period

For the purposes of determining available leave, the 12-month period during which employees may be eligible for leave will be calculated on a rolling leave year looking forward 12 months from the date an employee begins FMLA leave.

Medical Certification

The City may require medical certification to assess FMLA eligibility, as well as updates at reasonable intervals for continued certification. Employees are responsible for paying for the certification or re-certification. The City, at its own cost, may also require the employee to get a second or third opinion

from a physician designated by the City. Failure to provide adequate information within 15 calendar days, may result in denial of leave. The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the City's Leave Without Pay policy. The City requires a physician's statement certifying an employee's ability to return to work prior to returning from medical leave. An employee who does not return to work within three working days after their FMLA expires will be considered to have resigned their position.

Spouse's Combined Leave
If both spouses work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent-in-law) with a serious health condition, the spouses together may only take a total of 12 weeks leave during the 12-month period under FMLA. The request for the use of leave must be made in writing by the employee and approved by the Department Head or City Manager.

Benefits Continuation
The City will continue to provide health care benefits; however, the employee will be responsible for paying his/her portion of the premium for dependent coverage if applicable. Other insurance and payroll deductions (i.e. dental, flex, etc.) are the responsibility of the employee and the employee must make those payments. Failure to pay premiums may result in loss of coverage. Under federal regulations, the City has the right to recover the insurance premiums if the employee fails to return to work for reasons other than the inability of the employee to work.

Reinstatement
Under most circumstances, employees who return to work immediately after the expiration of this leave and who do not exceed the amount of leave permitted under the FMLA, will be reinstated to either the same or equivalent job. If the twelve or twenty-six weeks of this leave are exhausted and the employee has not returned to work, the City will determine if the employee will be reinstated.

Section 22. Workers' Compensation Leave

Under the North Carolina Workers' Compensation Act, employees may be compensated for absence from work due to injury or illness covered by the Act, subject to the following leave provisions:

1) There is a mandatory 7 calendar day waiting period before Workers' Compensation salary benefits begin. For this waiting period, employees may use accrued compensatory time, sick or vacation leave.

2) Beginning on the 8th calendar day following the injury or illness, employees who have not returned to work shall be placed in a Workers' Compensation Leave Without Pay status until their return to work. Accrued leave cannot be used while in Leave Without Pay status.

3) Employees in leave without pay status will retain all accumulated compensatory time, sick and vacation leave while receiving Workers' Compensation benefits. An employee on Workers' Compensation leave may be permitted to continue to be eligible for benefits under the City's group insurance plans.

4) Upon reinstatement, an employee's salary will be computed on the basis of the last salary plus any salary increase to which the employee would have been entitled during the absence covered by Workers' Compensation benefits.

5) After returning to work, employees shall be required to use sick or vacation leave for any additional absences for doctor visits, physical therapy, and other required medical care except where any full or partial workday absence may be eligible for Workers' Compensation payment.

6) Any period of leave for a Workers' Compensation disability that qualifies as a "serious health condition" under the Family and Medical Leave Act (FMLA), will run concurrently with FMLA leave.

7) The City of Hendersonville's personnel policies shall continue to apply to an employee on Workers' Compensation leave in the same manner as they would apply to an employee who continues to work, or is absent while on some other form of leave.

8) An employee is prohibited from moonlighting or performing other outside work during any kind of leave including workers' compensation leave.

~~9) After a one-year (52-week) leave of absence on Workers' Compensation leave, employment with the City will be terminated to allow the City to fill the position. The employee will be eligible for rehire and given priority for qualified job openings upon a physician's statement certifying the employee's ability to return to work. The City reserves the right to separate the employee prior to 52-weeks.~~

10) During a period of leave under the Workers' Compensation Act, the employee remains responsible for paying for any voluntary benefits, or dependent benefits, at the same cost and at the same time as if the employee were still working. Failure to make timely payments will result in the cancelation of the voluntary benefit or dependent benefits coverage.

Section 21. Return to Work

Before an employee may return to work from an injury at full or light duty, the employee must provide a physician's note to Human Resources Director indicating that he/she is released and capable of resuming duties, and what, if any restrictions are in place.

If the employee retains some temporary disability after Workers' Compensation leave, which prevents successful performance in his/her original position, efforts will be made to place the employee in a Modified Duty assignment. A Modified Duty assignment is a temporary position to which an employee is assigned when he/she is unable to return to his/her regular position following an on-the-job injury or illness. The modified duty assignment temporarily addresses the restrictions placed on the employee by the treating physician. For work to be considered suitable modified employment, the following conditions must be met:

1) The employee must meet the required qualifications for the modified duty assignment,

2) The work must be a meaningful and productive part of the department's operations,

3) The work must conform to the medical restrictions set by the medical care provider, and

4) The modified duty assignment and/or modified work schedule cannot exceed ninety calendar days.

If the employee's regular department is unable to meet the employee's need for modified duty, the

employee's department is responsible for payment of the employee's salary and benefits while performing a Modified Duty position in a different department that has been able to meet the employee's needs. The employee placed in a Modified Duty position will be paid a salary that is equivalent to the salary of other employees holding the same position. The City cannot guarantee placement and is under no obligation to offer or create any specific position for purposes of offering placement.

An employee may choose to accept or refuse the Return to Work (modified duty) job offer. However, an employee who refuses a Modified Duty job offer is subject to termination. Rejection of the job offer might also result in cancellation of income benefits under Workers' Compensation Insurance.

If an employee is unable to return to work at full duty after 90 calendar days, he/she may request a continuation of Modified Duty not to exceed a total of 180 calendar days in a modified capacity. Approval beyond 90 calendar days will be based upon the assessment of the employee's ability to return to full duty within the immediate future. An employee requesting an extension beyond 90 calendar days must submit updated information from the treating physician. The City reserves the right to consider a separation of employment for any employee who is out on Workers' Compensation leave for an extended period of time thus causing hardship for the department.

Section 22. Military Leave

In accordance with federal and state laws, the City provides military leave to employees who are members of a United States Armed Forces Reserve organization or National Guard for absences to perform military duty, whether voluntary or involuntary. Absences to perform any military duty (including active duty, active duty training, inactive duty training such as scheduled drills and summer camp, full-time National Guard federal duty, fitness-for-duty examination, and funeral honors duty) are covered by this policy, unless the employee reaches the five-year maximum of military leave as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). This policy provides military leave to regular City employees unless their employment is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

Employees should submit a request for military leave to the supervisor or Department Head as soon in advance of the military duty as possible. The request should be in writing and should be accompanied by a copy of the military orders. Employees must report back to work as soon after military duty as possible, consistent with federal and state laws. If the reason for the employee's delay is not related to military duties, the employee is subject to the personnel policies and practices normally applied to employees with unexcused absences.

Employees may choose whether to use earned compensatory time, accrued vacation leave (leave with pay), leave without pay, or some combination thereof for these absences, and the provisions of that leave shall apply. Upon exhausting all other paid leave, employees may request to use sick leave, if approved by the City Manager.

Regular employees choosing to use military leave may claim up to ten (10) days of differential pay per calendar year provided the days are recorded as military leave and the military basic pay is less than the employee's regular City pay. To claim differential pay, the employee must submit a copy of his/her military orders, pay vouchers, Leave and Earnings Statement and/or other appropriate documentation evidencing performance and compensation pertinent to the military duty.

During the period of military leave, regular employees may continue health and dental insurance coverage up to eighteen months under COBRA coverage, provided they continue to pay their share of the premiums. As with any other unpaid leave, employees do not accrue vacation leave or sick leave during the period of leave without pay. However, the balance of such accruals on the date of commencement of the military leave will remain intact for the employee's return to work.

Section 23. Reinstatement Following Military Service

Employees who are separated or discharged from military service under honorable conditions and who apply for reinstatement within the established time limits are reinstated to the same position or one of like status, seniority, and pay with the City. If, during military service, an employee is disabled to the extent that the duties of the original position cannot be performed, the employee is reinstated to a position with duties compatible with the disability, if available. The employee's salary upon reinstatement is based on the salary rate just prior to leave, plus any general salary increase(s) implemented while on leave. The addition of a performance salary increase may be considered. Employees who are eligible for military leave have all job rights specified by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee's entitlement to the provisions of this section terminates upon the occurrence of any of the following events:

1) Such employee is separated from uniformed service with dishonorable or bad conduct discharge;
2) Such employee is separated from uniformed service under other than honorable conditions, as characterized pursuant to regulations prescribed by the Secretary concerned;
3) The City's circumstances have so changed as to make such reemployment impossible or unreasonable; or
4) Such employee gives clear written notice s/he has no intention of returning to work.

Section 24. Civil Leave

A City employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the City any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty. Employees required to be in court for their own case, defendant or plaintiff, must use accrued compensatory time or vacation leave during such absence from the work of the City.

Section 25. Parental School Leave

A City employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) may take up to four hours of unpaid leave annually to involve him or herself in school activities of his or her child(ren). This leave is subject to the three following conditions:

1) The leave must be taken at a time mutually agreed upon by the employee and the City; and,

2) The City may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and

3) The City may require written verification from the child's school that the employee was involved at the school during the leave time.

Paid leave (compensatory time or vacation time) taken by an employee to attend to school activities of his or her child shall count toward the fulfillment of this provision by the City.

Section 26. Paid Family Leave

The City of Hendersonville believes that strong families benefit both the local community and the workplace. For this reason, the City offers the family friendly option to its employees of Paid Family Leave for the birth of and bonding with a newborn, bonding with a newly placed child for foster care or adoption and to care for a child, spouse or parent with a serious health condition. Eligibility for and the amount of leave available is defined in the Paid Family Leave Policy.

Section 27. Short Term Disability

The City offers full time and permanent part time employees working 30 or more hours short term disability. Eligibility for and the amount of disability benefits available are subject to the terms of the applicable plan. During the disability period, there are no contributions to the retirement system, or 401(k). Other employee deductions from regular paychecks such as credit union or supplemental insurance payments and group life, health and dental insurance premiums will need to be addressed to the vendor's satisfaction by the employee.

Short-term disability (STD) assumes worker's compensation will be helping employees with job-related injuries or illnesses, and therefore, does not cover work-related disabilities.

Short Term disability will run concurrent with Family and Medical Leave when applicable.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** July 1, 2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM, Presenter Name, Title: Utility Extension Agreement for the Cottages at Hayes Mill – *Brent Detwiler, City Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Moore & Son Site Contractors, Inc. for the Cottages at Hayes Mill Development as presented.

SUMMARY:
The Cottages at Hayes Mills development located off NC 191 (Old Haywood Road) in the Town of Mills River proposes to extend the City's water distribution system to serve said development. The attached Utility Extension Agreement (UEA) outlines the water extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

N/A

PROJECT NUMBER: 20131 **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Cottages at Hayes Mill

Resolution

Map showing Cottages at Hayes Mill parcel (labeled McDonald SD)

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH MOORE & SON SITE CONTRACTORS, INC. FOR THE COTTAGES AT HAYES MILL DEVELOPMENT

WHEREAS, the City of Hendersonville owns, operates and maintains water distribution and sewer collection systems to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water and sewer service as a part of their development projects; and

WHEREAS, the Developer extends public water and sewer lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water and sewer line extension process; and

WHEREAS, Moore & Son Site Contractors, Inc., the "Developer" and "Owner" will enter into a Utility Extension Agreement with the City to provide water service to the Cottages at Hayes Mill Development.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Manager is authorized to execute the Utility Extension Agreement with Moore & Son Site Contractors, Inc., the "Developer" and "Owner" to provide water service to the Cottages at Hayes Mill Development (the "Agreement") on behalf of the City of Hendersonville with such changes as he deems advisable, in consultation with the City Attorney, provided such changes do not impose any new financial obligations on the party of the City.
2. After execution of the Agreement, the City Manager is authorized to approve and execute any amendments to the Agreement as may be requested by the Developer or Owner or the City Attorney, provided such changes do not impose any new financial obligations on the party of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by and return to: Angela S. Beeker, City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **Moore & Son Site Contractors, Inc.**, an North Carolina corporation, herein referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

> Consisting of +/- 13.8 acres, and being all of that real property described in that deed recorded in Deed Book 3582 at page 135 , Henderson County registry, having a REID of 10006041, hereinafter referred to as the "Property"; and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

> Being and consisting of: Water Service Extension consisting of 17 water meter assembly and 3 Hydrants and +/- 1,411 lineal feet of 6" ductile iron pipe running easterly from the intersection of Old Haywood Road and a new private drive located approximately 600 LF South of McDowell Road to an existing 12 " ductile water main being more particularly shown and described on those construction plans and specifications, dated January 5, 2021, prepared by Blue Ridge Engineering, PLLC a Civil Engineering firm, said plans being incorporated herein by reference. Collectively are hereinafter referred to as the "New Infrastructure"; and

WHEREAS, the Developer has received zoning approval from the designated governing body for such development and improvement on the Property; and as used herein, New Infrastructure shall be deemed to include changes to the New Infrastructure made pursuant to amendments to the Plans which have been approved by the City; and

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the Town of Mills River, North Carolina; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).

2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.

3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

   Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.

6. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.

7. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

8. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information

9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.

10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.

11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.

12. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.

13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.

14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.

15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

17. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically

excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.

18. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.

19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.

20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.

21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

22. Once all items are complete, City staff shall submit the project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers.

23. There shall be no intended nor incidental third-party beneficiaries of this Agreement.

24. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.

25. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.

26. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

27. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

The remainder of this page is left blank intentionally.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

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

DEVELOPER: Moore & Son Site Contractors, Inc., an NC Business Corporation

THE CITY OF HENDERSONVILLE

BY:_____(SEAL)
(signature)

BY:_____(SEAL)
John Connet, City Manager

Printed name: Rick Lane Moore

Title: President

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day, and being duly sworn, stated that they are the _____(title) for _____(developer), and that they executed and acknowledged the foregoing instrument on behalf of _____(developer) pursuant the due authorization by _____ (developer) and that the instrument is the act and deed of _____(developer).

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

CITY OF HENDERSONVILLE
WATER AVAILABILITY
MCDONALD SUBDIVISION



9/25/2020

N
W E
S

0 75 150 300 450 166 0
Feet

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Z:\GIS\Water_Sewer_Dept\WS_GIS_Projects\Water_Sewer_Availabily_Maps

CITY OF HENDERSONVILLE

PLANNING DIVISION
AGENDA ITEM SUMMARY

SUBMITTER: Tyler Morrow

MEETING DATE: July 1. 2021

AGENDA SECTION: CONSENT

DEPARTMENT: Community Development - Planning Division

TITLE OF ITEM: Street Closure: 1804 Meadowbrook Terrace (Kirby Family) Resolution of Intent (P20-40-SC) – *Tyler Morrow, Planner II*

SUGGESTED MOTION(S):

I move that City Council adopt the Resolution of Intent to consider closing a portion of unimproved right-of-way lying within property described in a deed recorded in the Henderson County Registry in Deed Book 1447 at page 582, having PIN of 9569-44-6625, calling for a public hearing to be held on the 5th day of August 2021 at 5:45 p.m. or as soon thereafter as possible in the Assembly Room of the City Operations Building located at 305 Williams Street as presented.

SUMMARY:

Carla S. and Clifford E. Kirby, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within property described in a deed recorded in the Henderson County Registry in Deed Book 1447 at page 582, having PIN of 9569-44-6625. Street closure plat is attached.

General Statue 160A-299 outline procedures and provides the City with authority for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. At this public hearing, any person may be heard on the question of whether the closing would be detrimental to the public interest or the property rights of any individual.

The public hearing shall be set for August 5th, 2021.

PROJECT/PETITIONER NUMBER: P20-40-SC

PETITIONER NAME: Carla S. and Clifford E. Kirby

ATTACHMENTS:

Resolution of intent, street closure plat, legal description, application, deed.

Resolution #__-____

RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO CLOSE A PORTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN PIN 9569-44-6625

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, Carla S. and Clifford E. Kirby, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within property described in a deed recorded in the Henderson County Registry in Deed Book 1447 at page 582, having PIN of 9569-44-6625; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 5th day of August 2021, in the Assembly Room of the City Operations Building at 305 Williams St to consider closing a portion of unimproved right-of-way lying within PIN 9569-44-6625**.** Persons shall be allowed to attend and comment in person or via Zoom at the following address:

   https://zoom.us/j/95746846396?pwd=YmlXdXdHcjRFVlM2VElqcEVwT1ZLZz09#success

   Dial-in by phone: (646) 558-8656
   Meeting ID: 957 4684 6396
   Passcode: 28792

   Written comments may be submitted prior to the public hearing on the City's webpage at www.hendersonvillenc.gov/public-comment or directly to the City Clerk, Angela Reece, areece@hvlnc.gov 160 6th Ave East, Hendersonville, NC 28792.
2. The legal description for the portion of the subject right-of-way proposed for closing is as follows:

   All of that certain parcel of land situated in the Henderson County, North Carolina and more particularly described as shown on that survey labeled as "A PROPOSED ROAD CLOSURE SURVEY FOR CARLA & CLIFF KIRBY" prepared by KEE Mapping & Survey: Job #2104037 Dated 05/06/2021 (the "KEE Plat"), and further described as follows:

   BEGINNING at a point shown as an IPC designated as the originating point of C4 on the KEE Plat; thence with C4 on the KEE Plat with a chord bearing of South 09 deg 28 min 15 sec East

(Chord Length 21.31 feet and Arc Length 22.48 feet) and a Radius of 20.00 feet to an unmarked point; thence South 41 deg 40 min 04 sec East, 119.74 feet to an IPC; thence South 55 deg 44 min 56 sec West, 20.17 feet to a set 5/8" Rebar; thence North 41 deg 40 min 04 sec West, 101.32 feet to an unmarked point; thence along the Curve designated as C5 on the KEE Plat with a Chord Bearing of North 84 deg 31 min 02 sec West (Chord Length 27.20 feet and Arc Length 29.91 feet) and a Radius of 20.00 feet to an IPC; thence along the Curve designated as C2 with a Chord Bearing of North 32 deg 44 min 42 sec East (Chord Length 51.76 feet and Arc Length 51.84 feet) and a Radius of 262.00 feet to the point of BEGINNING.

And for a further description, the property described herein is labeled on the KEE Plat as follows:

UNOPENED ROAD
REFERENCE PC B; PG 804
PORTION OF PIN 9569-44-6625
0.06 ACRES (2,827 SQ FT)

The above-described portion of right-of-way located on PIN: 9569-44-6625 to be closed will also be shown on a plat to be recorded in the Henderson County Registry if approved by City Council.

3. At the close of the public hearing, it is the intent of City Council to close the proposed portion of the subject right-of-way.

4. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.

5. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.

6. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two places along the portion of the street proposed for closure as required by NC General Statute 160A-299.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

DocuSign Envelope ID: 0AED4A09-360C-48A3-AC53-D04193A38941

CERTIFICATE OF SURVEY AND ACCURACY

I, KEVIN L. JONES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION(S) RECORDED IN DB: 1447 PG: 582, PB: 2018 SL: 11541 THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS REFERENCED; THAT THE RATIO OF PRECISION AS CALCULATED DOES NOT EXCEED 1:10,000; THAT THE GPS PORTION OF THIS PROJECT WAS TO PERFORM A GRID TIE TO THE NC STATE PLANE COORDINATE SYSTEM AND INFORMATION USED IS SHOWN & NOTED HEREON; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO HEREBY CERTIFY THAT THIS PLAT IS OF ONE OF THE FOLLOWING: GS 47-30 F(11) D; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

GPS METADATA
CLASS OF SURVEY: HORIZONTAL: A
FIELD PROCEDURE: STATIC
DATES: 05/11/17
DATUM: NAD83(2011)
EPOCH: 2010
GEOID: 12B
AVERAGE COMBINED FACTOR: 0.99977869
POSITIONAL ACCURACY: HORIZONTAL: 0.03
UNITS: USFT
CORS USED: NCSP, NCHE, NCSW

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 21ST DAY OF JUNE, 2021, A.D.

NORTH CAROLINA PROFESSIONAL SEAL L-5016 LAND SURVEYOR KEVIN L. JONES

THIS DOCUMENT IS NOT VALID UNLESS SIGNED AND SEALED.

DocuSigned by: Kevin Jones 807364C9A328401...

KEVIN L. JONES, PLS L-5016

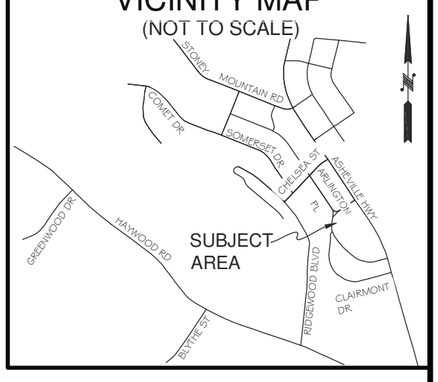
THIS SURVEY IS EXEMPT FROM THE PROVISIONS OF THE CITY OF HENDERSONVILLE SUBDIVISION ORDINANCE.

PLANNING OFFICIAL DATE

I, _____, REVIEW OFFICER FOR HENDERSON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

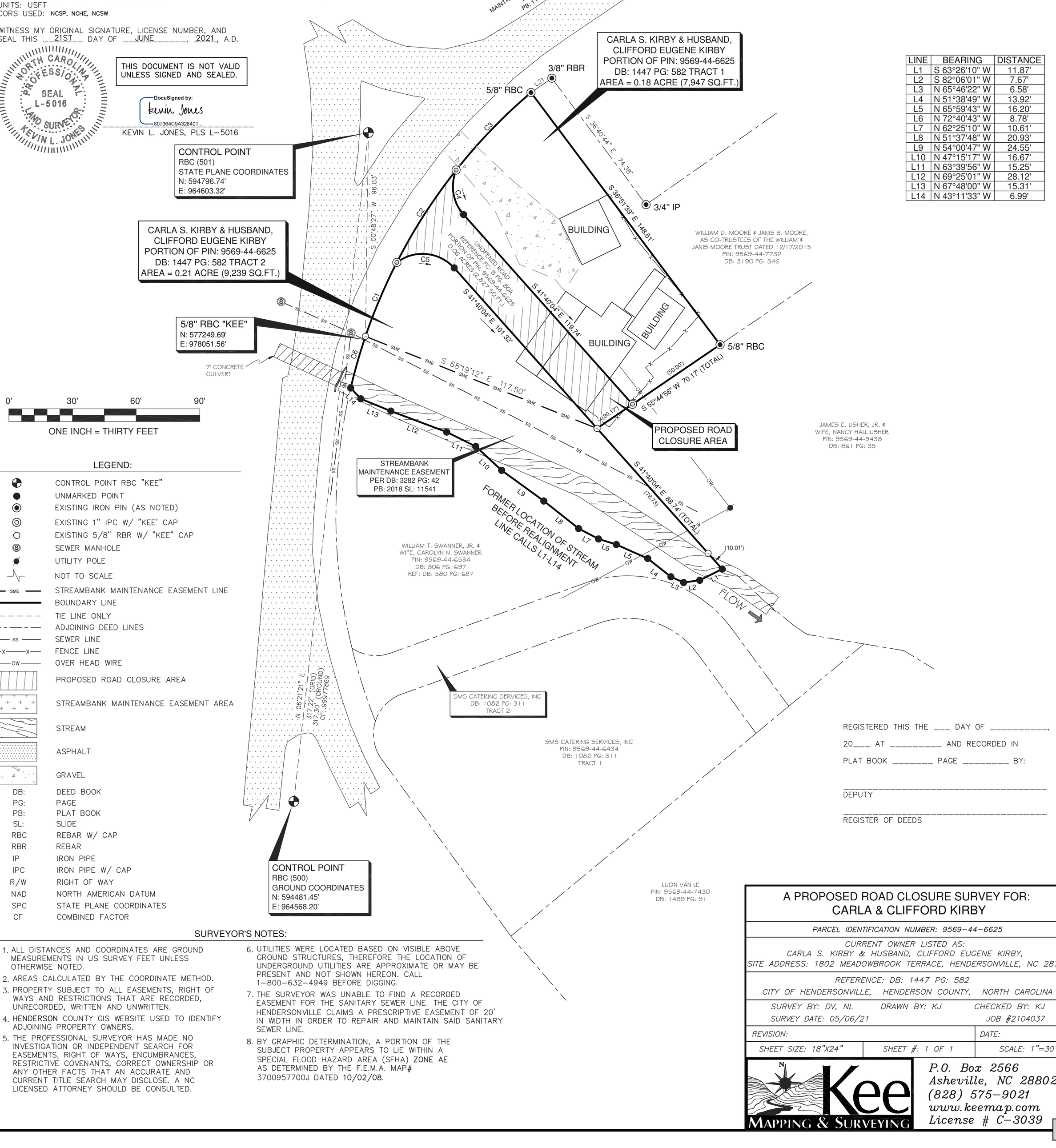
REVIEW OFFICER DATE

VICINITY MAP
(NOT TO SCALE)



CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	262.00'	N 22°55'53" E	37.87'	37.90'
C2	262.00'	N 32°44'42" E	51.76'	51.84'
C3	262.00'	N 43°58'47" E	50.82'	50.90'
C4	20.00'	S 09°28'15" E	21.31'	22.48'
C5	20.00'	S 84°31'02" E	27.20'	29.91'
C6	262.00'	N 16°00'59" E	25.33'	25.34'

LINE	BEARING	DISTANCE
L1	S 63°26'10" W	11.87'
L2	S 82°06'01" W	7.67'
L3	N 65°46'22" W	6.58'
L4	N 51°38'49" W	13.92'
L5	N 65°59'43" W	16.20'
L6	N 72°40'43" W	8.78'
L7	N 62°25'10" W	10.61'
L8	N 51°37'48" W	20.93'
L9	N 54°00'47" W	24.55'
L10	N 47°15'17" W	16.67'
L11	N 63°39'56" W	15.25'
L12	N 69°25'01" W	28.12'
L13	N 67°48'00" W	15.31'
L14	N 43°11'33" W	6.99'



LEGEND:

- CONTROL POINT RBC "KEE"
- UNMARKED POINT
- EXISTING IRON PIN (AS NOTED)
- EXISTING 1" IPC W/ "KEE' CAP
- EXISTING 5/8" RBR W/ "KEE" CAP
- SEWER MANHOLE
- UTILITY POLE
- NOT TO SCALE
- SME — STREAMBANK MAINTENANCE EASEMENT LINE
- BOUNDARY LINE
- TIE LINE ONLY
- ADJOINING DEED LINES
- SS — SEWER LINE
- X — X — FENCE LINE
- OW — OVER HEAD WIRE
- PROPOSED ROAD CLOSURE AREA
- STREAMBANK MAINTENANCE EASEMENT AREA
- STREAM
- ASPHALT
- GRAVEL

DB:	DEED BOOK
PG:	PAGE
PB:	PLAT BOOK
SL:	SLIDE
RBC	REBAR W/ CAP
RBR	REBAR
IP	IRON PIPE
IPC	IRON PIPE W/ CAP
R/W	RIGHT OF WAY
NAD	NORTH AMERICAN DATUM
SPC	STATE PLANE COORDINATES
CF	COMBINED FACTOR

SURVEYOR'S NOTES:

1. ALL DISTANCES AND COORDINATES ARE GROUND MEASUREMENTS IN US SURVEY FEET UNLESS OTHERWISE NOTED.
2. AREAS CALCULATED BY THE COORDINATE METHOD.
3. PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
4. HENDERSON COUNTY GIS WEBSITE USED TO IDENTIFY ADJOINING PROPERTY OWNERS.
5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RIGHT OF WAYS, ENCUMBRANCES, RESTRICTIVE COVENANTS, CORRECT OWNERSHIP OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. A NC LICENSED ATTORNEY SHOULD BE CONSULTED.
6. UTILITIES WERE LOCATED BASED ON VISIBLE ABOVE GROUND STRUCTURES, THEREFORE THE LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE OR MAY BE PRESENT AND NOT SHOWN HEREON. CALL 1-800-632-4949 BEFORE DIGGING.
7. THE SURVEYOR WAS UNABLE TO FIND A RECORDED EASEMENT FOR THE SANITARY SEWER LINE. THE CITY OF HENDERSONVILLE CLAIMS A PRESCRIPTIVE EASEMENT OF 20' IN WIDTH IN ORDER TO REPAIR AND MAINTAIN SAID SANITARY SEWER LINE.
8. BY GRAPHIC DETERMINATION, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) ZONE AE AS DETERMINED BY THE F.E.M.A. MAP# 3700957700J DATED 10/02/08.

REGISTERED THIS THE ___ DAY OF _____,
20___ AT _____ AND RECORDED IN
PLAT BOOK _____ PAGE _____ BY:

_____
DEPUTY

_____
REGISTER OF DEEDS

A PROPOSED ROAD CLOSURE SURVEY FOR:
CARLA & CLIFFORD KIRBY

PARCEL IDENTIFICATION NUMBER: 9569-44-6625

CURRENT OWNER LISTED AS:
CARLA S. KIRBY & HUSBAND, CLIFFORD EUGENE KIRBY,
SITE ADDRESS: 1802 MEADOWBROOK TERRACE, HENDERSONVILLE, NC 28791

REFERENCE: DB: 1447 PG: 582
CITY OF HENDERSONVILLE, HENDERSON COUNTY, NORTH CAROLINA

SURVEY BY: DV, NL	DRAWN BY: KJ	CHECKED BY: KJ
SURVEY DATE: 05/06/21		JOB #2104037
REVISION:		DATE:
SHEET SIZE: 18"X24"	SHEET #: 1 OF 1	SCALE: 1"=30'

Kee MAPPING & SURVEYING
P.O. Box 2566
Asheville, NC 28802
(828) 575-9021
www.keemap.com
License # C-3039

EXHIBIT “A”
LEGAL DESCRIPTION

All of that certain parcel of land situated in the Henderson County, North Carolina and more particularly described as shown on that survey labeled as “A PROPOSED ROAD CLOSURE SURVEY FOR CARLA & CLIFF KIRBY” prepared by KEE Mapping & Survey: Job #2104037 Dated 05/06/2021 (the “KEE Plat”), and further described as follows:

BEGINNING at a point shown as an IPC designated as the originating point of C4 on the KEE Plat; thence with C4 on the KEE Plat with a chord bearing of South 09 deg 28 min 15 sec East (Chord Length 21.31 feet and Arc Length 22.48 feet) and a Radius of 20.00 feet to an unmarked point; thence South 41 deg 40 min 04 sec East, 119.74 feet to an IPC; thence South 55 deg 44 min 56 sec West, 20.17 feet to a set 5/8" Rebar; thence North 41 deg 40 min 04 sec West, 101.32 feet to an unmarked point; thence along the Curve designated as C5 on the KEE Plat with a Chord Bearing of North 84 deg 31 min 02 sec West (Chord Length 27.20 feet and Arc Length 29.91 feet) and a Radius of 20.00 feet to an IPC; thence along the Curve designated as C2 with a Chord Bearing of North 32 deg 44 min 42 sec East (Chord Length 51.76 feet and Arc Length 51.84 feet) and a Radius of 262.00 feet to the point of BEGINNING.

And for a further description, the property described herein is labeled on the KEE Plat as follows:

UNOPENED ROAD
REFERENCE PC B; PG 804
PORTION OF PIN 9569-44-6625
0.06 ACRES (2,827 SQ FT)

Print Form

CITY OF HENDERSONVILLE
DEVELOPMENT ASSISTANCE DEPARTMENT

100 N. King Street ~ Hendersonville, NC ~ 28792
Phone (828) 697-3010 ~ Fax (828) 697-6185
www.cityofhendersonville.org

PETITION TO PERMANENTLY CLOSE A STREET / ALLEY

The following are required to constitute a complete application for closing a street or alley:

- **~This form including the signature(s) of property owner(s) adjoining the street or alley.**
- **~ Appropriate fee.**
- **~A copy of the deed indicating ownership of the property.**
- **~A survey plat (81/2 " by 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.**
- **~ A typed boundary description of the area to be closed, in digital format if possible.**

Date 18 Sep 2020 **Name of street/alley** Unnamed

List 10 digit PIN or 7 digit PID number

Are you proposing to close a street or alley? [x] STREET [ ] ALLEY

Are you closing all or a portion of the street/ alley? [ ] ALL [x] PORTION

Applicant Name CARLA S. KIRBY AND CLIFFORD EUGENE KIRBY

Address 1804 Meadowbrook Terrace, Hendersonville, NC 28791

Phone 828 698-2624 Fax Email cliff.kirby@allegion.com

Property Owner: Name CARLA S. KIRBY

Address 1804 Meadowbrook Terrace, Hendersonville, NC 28791

Signature _____ Printed Name CARLA S. KIRBY

Property Owner: Name CLIFFORD EUGENE KIRBY

Address 1804 Meadowbrook Terrace, Hendersonville, NC 28791

Signature _____ Printed Name CLIFFORD EUGENE KIRBY

Official Use:
DATE RECEIVED: _____ **BY** _____ **FEE RECEIVED $** _____

B1447 P582

CT
0115250

FILED IN HENDERSON COUNTY REGISTER OF DEEDS
OFFICE. NEDRA W. MOLES, REGISTER

DATE: Dec. 10, 2010 TIME: 12:16 PM

EXCISE TAX STAMP: ____

BOOK: 1447 PAGE: 582

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax $ -0-
Tax Lot No. _____ Parcel Identifier No. _____

Mail after recording to Van Winkle, Buck, Wall, Starnes and Davis, P.A. Attorney's Initials MMT
422 South Main Street, Hendersonville, NC 28792
This instrument was prepared by Van Winkle, Buck, Wall, Starnes, & Davis, P.A. (Michael M. Thompson)
Brief description for the Index: Lot 321 Druid Hills Subdivision

THIS DEED made this 6th day of December, 2010, by and between:

GRANTOR	GRANTEE
CARLA S. KIRBY (f/k/a Carla S. Robertson,) and husband, CLIFFORD EUGENE KIRBY	***CARLA S. KIRBY AND HUSBAND, CLIFFORD EUGENE KIRBY***
Whose mailing address is: 1804 Meadowbrook Terrace Hendersonville, NC 28791	**Whose mailing address is:** 1804 Meadowbrook Terrace Hendersonville, NC 28791

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e. g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hendersonville, Hendersonville Township, Henderson County, North Carolina, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 1255, at Page 310, Henderson County Registry.

All or a portion of the property herein conveyed x includes or ____ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Cabinet B, Slide 80A.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements, covenants, conditions and restrictions of record; 2010 ad valorem taxes; and utilities physically located on the property

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Seal)
Carla S. Kirby (f/k/a Carla S. Robertson)

(Seal)
Clifford Eugene Kirby
6th Dec 2010

STATE OF NORTH CAROLINA
COUNTY OF POLK

I, Terry H. Smith, a Notary Public of the County and State aforesaid, certify that ***Carla S. Kirby (f/k/a Carla S. Robertson, and husband, Clifford Eugene Kirby***, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Sworn to and subscribed to before me. Witness my hand and official stamp or seal, this 6th day of December, 2010.

My commission expires: 8/22/11

, Notary Public

(seal/stamp)

(Notary Please fill in all applicable areas and affix your entire notary seal- please do not place anything within the ½ " margin of the edge of the page on either the front or theback page)
DMS:4838-0911-1816v1|33421-33421-0002|12/6/2010

DMS:4850-9632-5893v1|1-1-5022|8/12/2010

EXHIBIT A

same EXHIBIT A as deed 1255p310

TRACT ONE:

BEING all of Lot 321 of Druid Hills Subdivision as shown on the Plat thereof recorded in Plat Book 1 at Page 160, Henderson County Registry, reference to which is hereby mad for a more particular description.

TRACT TWO: cannot plot description

BEGINNING at a stake in the southwest margin of an unnamed street, said stake being the beginning point in that deed from Eunice P. Camp to Lester P. Frohock and wife, Virginia Frohock, said deed being recorded in Deed Book 334 at Page 611, Henderson County Registry; thence from said beginning point with the southwest margin of said unnamed street South 47 degrees 20 minutes East 210 feet to a stake in the center of Meadowbrook Terrace, a point in the line of the Roy Woods et ux. property, thence with the center of the run of Meadowbrook Terrace, being the northeast boundary line of the Roy Woods et ux. property, North 66 degrees 45 minutes West to a point in the southeast margin of Meadowbrook Terrace with the southeast margin of Meadowbrook Terrace and with the southwest margin of said unnamed street first above mentioned in a northeasterly direction to the point of beginning.

AND BEING all of that property as described in deed recorded in Deed Book 1255 at Page 310, Henderson County Registry.

THE PURPOSE OF THIS INSTRUMENT is to create a tenancy by the entireties in and to the real property described above.

1804 Meadowbr[illegible]e

P20-40-SC

Unnamed Alley Closure

Community Development Department

City of Hendersonville
January 2021



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Michael Huffman **MEETING DATE:** 7/1/2021

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Stormwater

TITLE OF ITEM: Stormwater Inventory and Assessment Phase 2 Contract Approval – *Michael Huffman, Stormwater Administrator*

SUGGESTED MOTION(S):

I move City Council authorize the City Manager to execute the agreement with Withers Ravenel to complete Phase 2 of the Stormwater Asset Inventory and Assessment

SUMMARY:

The City Stormwater Division is amending an existing contract with Withers Ravenel to complete Phase 2 of an Asset Inventory and Assessment of the City's stormwater infrastructure. This data will help City staff identify deficiencies in stormwater system, assess the overall condition of stormwater infrastructure, and continue development of CIP plans.

The attached proposal describes the task and fees to provide services to locate and assess stormwater structures within the City of Hendersonville MS4 Jurisdiction. The anticipated date of completion for Phase 2 of this project is June 30th, 2022

BUDGET IMPACT: $ 100,000

Is this expenditure approved in the current fiscal year budget? Yes

If no, describe how it will be funded.

ATTACHMENTS:

Hendersonville Stormwater GIS Inventory and Assessment Phase 2

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN AGREEMENT WITH WITHERSRAVENEL, INC. TO COMPLETE THE STORMWATER INVENTORY AND ASSESSMENT PHASE 2 PROJECT

WHEREAS, WithersRavenel, Inc. has completed the first phase of a Stormwater Inventory and Assessment project; and

WHEREAS, an engineering agreement with WithersRavenel, Inc. was executed in 2020 to complete the work; and

WHEREAS, this data will help City staff identify deficiencies in stormwater system, assess the overall condition of stormwater infrastructure, and continue development of CIP plans.

WHEREAS, a second phase of the project will provide further information to locate and assess stormwater structures with the City of Hendersonville MS4 Jurisdiction.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Manager is authorized to enter into an Amendment to an Agreement with Withers Ravenel, Inc. to complete Phase 2 of the Stormwater Asset Inventory and Assessment, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

AMENDMENT TO CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

Firm:	WithersRavenel, Inc.	Project:	Hendersonville GIS Stormwater Assessment and Inventory Phase 2
	84 Coxe Ave, Suite 260		
	Asheville, NC 28801		
	828-255-0313	Project Number:	08200889.01

THIS CONTRACT AMENDMENT is entered into by and between WithersRavenel, Inc., hereinafter referred to as the "Firm", and the City of Hendersonville, a North Carolina municipal corporation, hereinafter referred to as the "City".

WHEREAS, the City and the Firm have entered a Contract dated the 8th day of, December, 2020 (hereafter, the "Contract"), for the Firm to perform certain professional services.

WHEREAS, the term of the Contract is from 08 December 2020 through and including 30 June 2021;
WHEREAS, the parties hereto desire to reduce the terms of this amendment to writing;

THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the Contract, as follows:

1. Amend the Contract to provide a Scope of Services for Phase 2 of the Project, attached hereto as Exhibit B – Phase 2, and incorporated herein by reference.

2. Amend the Contract by $100,000.00 for (Professional Services as defined in the Contract) for a total contract amount not to exceed $199,800, unless changed by a duly authorized Amendment. The terms for payment will be in keeping with those outlined in Section 6 Payment for Services of the Contract. An updated Exhibit C "Fee Schedule" is included as part of the Contract Amendment, and is incorporated herein by reference.

3. Amend the Contract to extend the Time for Completion of the Work to June 30, 2022.

4. Amend the Contract to update Exhibit D, Firm's Hourly Rates for Additional Services, the updated Exhibit D being attached hereto and incorporated herein by reference.

5. E - VERIFY

Engineer shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Engineer's knowledge, any subcontractor employed by Engineer as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

6. IRAN DIVESTMENT ACT CERTIFICATION

Engineer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the

State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Engineer shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

7. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION Engineer certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

8. Except as specifically changed by this Amendment, all other terms, conditions and other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by digital signature, under seal, on the respective dates below, and this Amendment shall be effective upon the date of the City's signature.

WithersRavenel, Inc.	The City of Hendersonville, Inc.
By: _____ (Seal)	By: _____ (Seal)
Brandon Inscore Director of Asset Management	John Connet City Manager
Date:	Date:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

John Buchanan, Finance Director, City of Hendersonville

EXHIBIT B – Phase 2

FIRM'S SCOPE OF SERVICES

GIS Stormwater Inventory and Assessment Phase 2
Hendersonville, NC
Proposal for Professional Services

The "CONSULTANT" referred to in this Agreement shall be WithersRavenel, Inc. and its sub-consultants.

The "CLIENT" or "CITY" referred to in this Agreement shall be The City of Hendersonville

The "PROJECT" referred to in this Agreement shall be the GIS Stormwater Inventory and Assessment Phase 1 Project

A. Project Description

The CLIENT desires to continue with Phase 2 of the stormwater utility system comprehensive inventory and assessment City-wide. The CONSULTANT will complete field GPS collection with survey grade GPS equipment and conduct a detailed structure assessment of the stormwater system structures.

The CONSULTANT will provide the following services for the stormwater system as detailed below in Section B, Scope of Services:

- Project Management Services following best practices to meet objectives, quality standards, schedule, and budget.
- GPS Location of Stormwater Structures outside the Wash Creek Basin and Phase 1 of the project extent and within City of Hendersonville's ETJ.
- Structure Assessment using Collector for ArcGIS.
- Connectivity and quality assurance using established quality assurance and quality control measures.
- Access to Online Dashboard to Review Field Work Progress and a remote session to review project deliverable to ensure client's success.

B. Scope of Services

Task 1 – Project Management

Project Management Services following best practices to meet objectives, quality standards, schedule, and budget. The CONSULTANT will develop the project scope and conduct a kickoff meeting with CITY staff to obtain necessary background information including flooding history, maps, and locations of known problem areas. Over the course of the estimated project duration, the CONSULTANT will also provide the following services as part of this task:

- Provide bi-weekly and monthly updates to CITY staff regarding project progress.
- Establish the PROJECT in the Basecamp web application for team communication and collaboration.
- Administer the project internally.
- Manage project processes, communication, and resources.

Task 2 – Stormwater Utility Field Data Collection

The CONSULTANT will GPS locate and assess up to 900 stormwater features within the City of Hendersonville's ETJ. The focus areas will be identified by CITY staff in coordination with the CONSULTANT prior to the CONSULTANT commencing field operations. Additional areas may be identified by the CLIENT and inventoried by the CONSULTANT within the limit of 900 structures. The Field crews will utilize survey grade GNSS equipment where it is estimated 85% of locations will be of

survey quality Class A and the remaining 15% will be of mapping grade Level B GPS quality. Any structures not meeting Class B survey standards due to GPS interference will be documented as such and the CLIENT will be given the option of obtaining those structures at Class A survey for additional cost.

Located stormwater structures will be loaded into the new GIS database. Those structures will be assessed in the field by pulling lids and obtaining invert measurements as well as general condition attributes. In addition, the CONSULTANT will verify pipe connectivity and identify possible deficiencies in the stormwater conveyance. The CONSULTANT will collect attribute information for pipe, diameter, pipe material, inverts, type, and overall structure condition. The CONSULTANT will take approach photos of the inventoried structures and an inside photo using a 360-degree panoramic camera when accessible. These photos will be embedded in the GIS Data.

The CLIENT may elect to have those additional structures collected at the per feature cost for location and assessment. Approval and notification by the CLIENT for the location and assessment of additional structures will need to be sent to the CONSULTANT in writing.

Task 3 – Office Connectivity and Quality Control

The CONSULTANT will utilize advanced tools in ArcGIS to screen the stormwater database for additional anomalies and topology errors. This will include custom checks using ESRI's Data Reviewer Extension. These topology errors will be resolved where possible when WithersRavenel staff has enough in-house knowledge to make such edits. Otherwise, errors will be flagged for CLIENT correction. The resultant database will be topologically correct with connectivity and flow direction from inlet to receiving stream. This will allow for network tracing and full-scale stormwater management decisions to be made with more precise information from the GIS database.

Task 4 – Data Delivery

The geodatabase will be delivered with complete connectivity for the area inventoried. The delivery will be in an ESRI File Geodatabase format and data layers in the Utility Network Schema. The CONSULTANT will work with the CLIENT to ensure the data is deployable and fully functional in the City's existing ESRI environment. Delivery will consist of a thorough review of the deliverable via a remote session with a member of the WithersRavenel GIS Team.

C. Additional Services

Services that are not included in Section B or are specifically excluded from this Agreement shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The exclusions are described below but are not limited to the following:

- Additional location and assessment beyond point count specified in scope.
- GIS Support Services.
- Scanning as-builts or other record drawings.
- Georeferencing and Scan-linking existing electronic documents.
- Structure prioritization matrices.

D. Client Responsibilities

During the performance of the CONSULTANT'S services under this AGREEMENT, the CLIENT will:

- Provide full information as to its requirements for the scope of work.
- Assist CONSULTANT by placing at his disposal all available information pertinent to the scope of work, including data and reports, GIS information, and any other data relative to the scope of work.

- Provide timely feedback and response to inquiries, reviews, and communications.
- Review all project deliverables in a timely manner.

E. Expenses

All anticipated expenses for this project will be included in the lump sum fee identified in Exhibit C

F. Timeline for Services

WithersRavenel will commence work upon receipt of written notice to proceed from the Client and complete work by June 30, 2022.

EXHIBIT C
Fee Schedule

Task Number	Task Name	Cost
1	Project Management	$ 9,480.00
3	Stormwater Utility Field Data Collection	$ 81,270.00
4	Office Connectivity and Quality Control	$ 8,080.00
5	Data Delivery	$ 1,020.00
	Lump Sum Fee Total	$ 99,850.00

All anticipated expenses for the Project will be included in the lump sum fee.

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

WithersRavenel
Our People. Your Success.

EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering/Landscape Architecture Project Mgmt.	
Principal	$ 210
Client Experience Manager	$ 195
Senior Project Manager	$ 180
Project Manager	$ 165
Assistant Project Manager	$ 150
Engineering	
Senior Technical Consultant	$ 195
Senior Project Engineer	$ 180
Project Engineer III	$ 165
Project Engineer II	$ 150
Project Engineer I	$ 140
Staff Professional III	$ 130
Staff Professional II	$ 120
Staff Professional I	$ 100
Lead Project Coordinator	$ 125
Senior Project Coordinator	$ 110
Project Coordinator II	$ 95
Project Coordinator I	$ 85
Senior Designer	$ 145
Designer II	$ 125
Designer I	$ 115
Senior CAD Technician	$ 120
CAD Technician II	$ 100
CAD Technician I	$ 90
Landscape Architecture/Planning	
Zoning Specialist	$ 230
Senior Landscape Architect	$ 170
Landscape Architect III	$ 155
Landscape Architect II	$ 140
Landscape Architect I	$ 130
Landscape Designer II	$ 120
Landscape Designer I	$ 110
Senior Planner	$ 160
Planner III	$ 140
Planner II	$ 120
Planner I	$ 105
Planning Technician	$ 95

Description	Rate
Geomatics	
Geomatics Principal	$ 205
Geomatics Sr. Technical Consultant	$ 190
Geomatics Senior Manager	$ 180
Geomatics Project Manager II	$ 150
Geomatics Project Manager I	$ 140
Geomatics Project Professional II	$ 145
Geomatics Project Professional I	$ 130
Geomatics CAD III	$ 115
Geomatics CAD II	$ 100
Geomatics CAD I	$ 80
Geomatics GIS Specialist	$ 125
Geomatics GIS Technician III	$ 110
Geomatics GIS Technician II	$ 95
Geomatics GIS Technician I	$ 80
Geomatics Remote Sensing Crew II	$ 260
Geomatics Remote Sensing Crew I	$ 185
Geomatics SUE Crew 2	$ 230
Geomatics SUE Crew 1	$ 165
Geomatics Survey Crew III (3 Man)	$ 205
Geomatics Survey Crew II (2 Man)	$ 165
Geomatics Survey Crew I	$ 135
Survey Crew Member	$ 65
Geomatics Survey Technician IV	$ 110
Geomatics Survey Technician III	$ 100
Geomatics Survey Technician II	$ 75
Geomatics Survey Technician I	$ 45
Funding & Asset Management	
F&AM Principal Consultant	$ 190
F&AM Senior Project Manager	$ 175
F&AM Senior Technical Consultant	$ 155
F&AM Project Manager	$ 140
F&AM Project Consultant II	$ 105
F&AM Project Consultant I	$ 95
F&AM Staff Professional I	$ 75
Construction Administration	
Senior Construction Manager	$ 160
Construction Manager II	$ 140
Construction Manager I	$ 130
Senior Resident Project Representative	$ 120
Resident Project Representative III	$ 110
Resident Project Representative II	$ 95
Resident Project Representative I	$ 80

Description	Rate
Environmental/Geology	
Principal	$ 205
Environmental Sr. Technical Consultant	$ 190
Environmental Project Professional V	$ 175
Environmental Project Professional IV	$ 160
Environmental Project Professional III	$ 145
Environmental Project Professional II	$ 135
Environmental Project Professional I	$ 125
Environmental Staff Professional III	$ 120
Environmental Staff Professional II	$ 110
Environmental Staff Professional I	$ 100
Environmental Technician II	$ 95
Environmental Technician I	$ 80
Senior Biologist/Wetlands Scientist	$ 150
Biologist/Wetlands Scientist III	$ 130
Biologist/Wetlands Scientist II	$ 120
Biologist/Wetlands Scientist I	$ 110
Senior Hydrogeologist	$ 170
Project Geologist II (Sr. Proj. Geologist)	$ 145
Project Geologist I	$ 125
Staff Geologist II	$ 115
Staff Geologist I	$ 105
Administration	
Office Administrator III	$ 105
Office Administrator II	$ 100
Office Administrator I	$ 95
Marketing Administration	$ 75
Administrative Assistant III	$ 85
Administrative Assistant II	$ 75
Administrative Assistant I	$ 65
Expenses	
Bond Prints (Per Sheet)	$ 1.75
Mylar Prints (Per Sheet)	$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2021 - Schedule is subject to change

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** July 1, 2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM, Presenter Name, Title: Utility Extension Agreement for the Universal at Lakewood Development – *Brent Detwiler, City Engineer*

SUGGESTED MOTION(S): I move that City Council adopt the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with J.M. Cox, Jr. for the Universal at Lakewood Development as presented.

SUMMARY:
The Universal at Lakewood Development located off of Lakewood Road, proposes to extend the City's water distribution and sewer collection systems to serve said development. The attached Utility Extension Agreement (UEA) outlines the water and sewer extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

N/A

PROJECT NUMBER: 20102 **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Universal at Lakewood Development

Resolution

Map showing Universal at Lakewood Development

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH J.M. COX, JR. FOR THE UNIVERSAL AT LAKEWOOD DEVELOPMENT

WHEREAS, the City of Hendersonville owns, operates and maintains water distribution and sewer collection systems to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water and sewer service as a part of their development projects; and

WHEREAS, the Developer extends public water and sewer lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water and sewer line extension process; and

WHEREAS, J.M. Cox, Jr., the "Developer" and "Owner" will enter into a Utility Extension Agreement with the City to provide water and sewer service to the Universal at Lakewood Development.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Manager is authorized to execute the Utility Extension Agreement with J.M. Cox, Jr., the "Developer" and "Owner" to provide water and sewer service to the Universal at Lakewood Development (the "Agreement") on behalf of the City of Hendersonville with such changes as he deems advisable, in consultation with the City Attorney, provided such changes do not impose any new financial obligations on the party of the City.
2. After the Agreement has been executed, the City Manager is authorized to approve and execute any amendments to the Agreement as may be requested by the Developer or Owner or the City Attorney, provided such changes do not impose any new financial obligations on the party of the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by and return to: Angela S. Beeker, City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and _____, Jr., aka **COX, J.M. JR.,**, and spouse _____, herein collectively referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

> Consisting of +/- 27 acres, and being all of that real property described in that deed recorded in Deed Book 2665 at page 510 , Henderson County registry, having a REID of 10006080, hereinafter referred to as the "Property"; and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

> Being and consisting of: 1) Water Service Extension consisting of a master meter assembly and +/- 40 lineal feet of 6" ductile iron pipe connecting to an existing 6" ductile water main along Lakewood Rd; and 2) and a Sanitary Service Extension consisting of +/- 2,775 lineal feet of 8" PVC and additional 6" PVC service laterals running within the project confines to an existing 12" gravity main running along Allen Branch, and being more particularly shown and described on those construction plans and specifications, dated April 20, 2021, prepared by Brooks Engineering Associates, PA a Civil Engineering firm, said plans being incorporated herein by reference, and being hereinafter referred to as the "Design Plans." 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure". As used herein, "New

Infrastructure" shall be deemed to included amendments to the Design Plans as may be approved by the City; and

WHEREAS, the Developer has agreed to grant the City an easement for the construction of a greenway across the Property, with the general location of a portion of said greenway being shown on the Design Plans; and

WHEREAS, the Developer has received zoning approval from the City for such development and improvement on the Property; and

WHEREAS, the Property was annexed into the municipal limits for the City of Hendersonville on October 1, 2020; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at his or her own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s). It is understood and agreed by the parties hereto that the Engineer is not a party to this Agreement, but that, nevertheless, responsibilities for the Engineer are outlined herein. Therefore, it is understood and agreed that where responsibilities are delegated to the Engineer in this Agreement, that such responsibilities are actually the responsibility of the Developer, and Developer shall require or cause the Engineer to undertake and carry out such responsibilities.

2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.

3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

   Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.

6. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.

7. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

8. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information

9. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.

10. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.

11. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.

12. Upon completion of construction, the Engineer shall arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.

13. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.

14. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City’s certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.

15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Engineer shall submit as-builts in formats acceptable to the City. The Engineer shall also submit any recorded easements required for the New Infrastructure and any recorded deeds necessary to convey ownership to the City.

16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

17. The Developer shall convey, assign or transfer as appropriate, to the City (1) all permits, licenses or other permissions, (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, and (3) a greenway easement in form acceptable to the City allowing the construction and maintenance of a public greenway, within said easement, across the Property. The greenway easement shall be forty (40) feet in width, with the centerline being coincident with the centerline of the sewer easement being granted by the Developer to the City as required by this Agreement, unless otherwise agreed by the City and Developer. Items numbered (1), (2) and (3) are collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.

18. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.

19. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.

20. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.

21. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through

inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

22. Once all items are complete, City staff shall submit the project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers.

23. There shall be no intended nor incidental third-party beneficiaries of this Agreement.

24. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.

25. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.

26. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

27. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

The remainder of this page is left blank intentionally.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification approval or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

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

_____,
aka J.M. Cox, Jr.

BY:_____(SEAL)
(signature)

BY:_____(SEAL)
Spouse (signature)

Print Name:_____

THE CITY OF HENDERSONVILLE

BY:_____(SEAL)
John Connet, City Manager

STATE OF _____, COUNTY OF _____

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that _____, aka J. M. Cox, Jr., personally appeared before me acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that _____ personally appeared before me acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

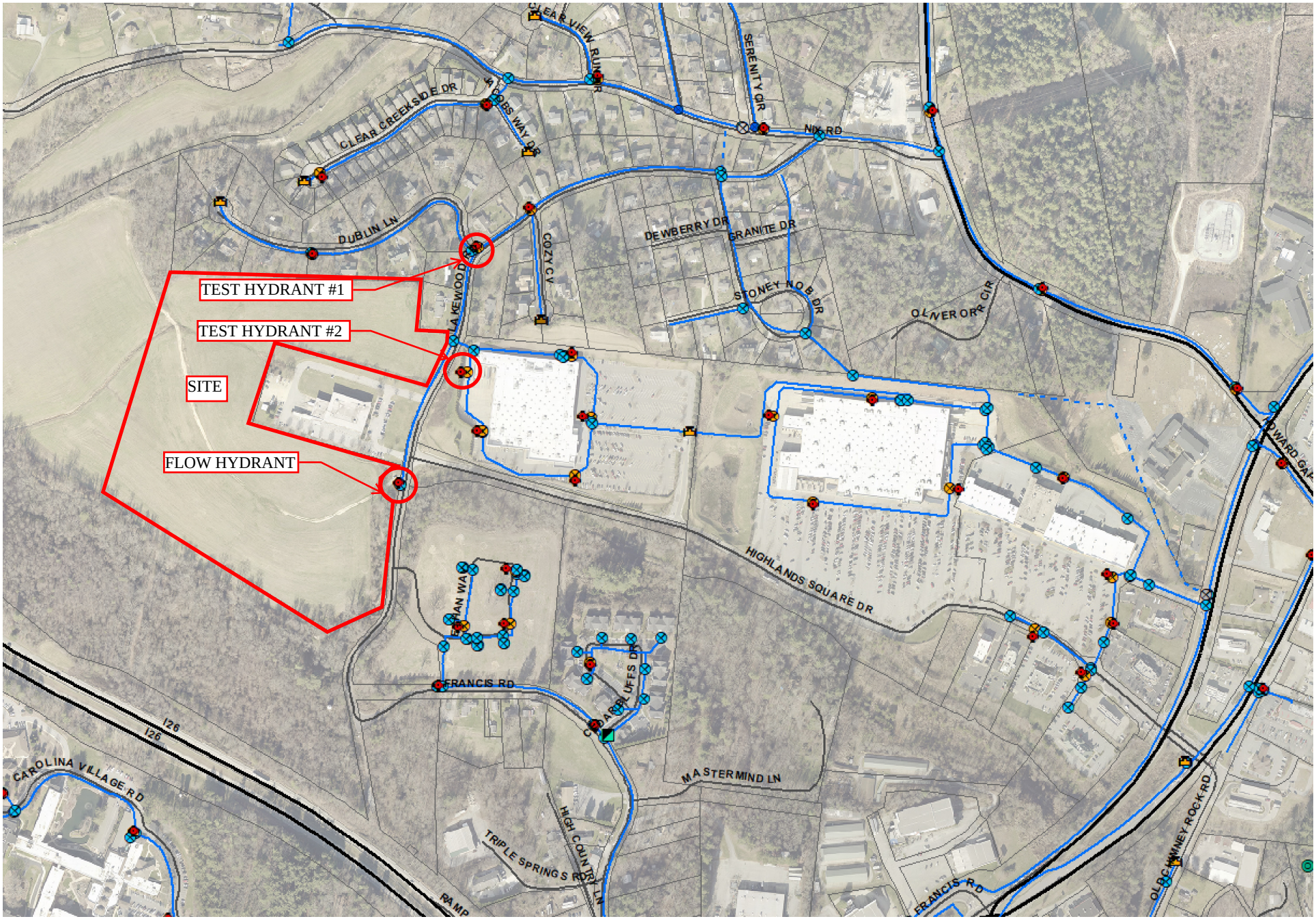
I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John Connet, City Manager for the City of Hendersonville, personally appeared before me acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____

Notary Public Signature (OFFICIAL SEAL)


TEST HYDRANT #1
TEST HYDRANT #2
SITE
FLOW HYDRANT
CLEAR VIEW RUN DR
SERENITY DR
NIX RD
CLEAR CREEKSIDE DR
ROBBS WAY DR
DUBLIN LN
COZY CV
DEWBERRY DR
GRANITE DR
STONEY NOB DR
OLIVER ORR CIR
LAKEWOOD DR
HIGHLANDS SQUARE DR
FRANCIS RD
MASTERMIND LN
TRIPLE SPRINGS RD
HIGH COUNTRY LN
CAROLINA VILLAGE RD
I26
RAMP
OLD CHIMNEY ROCK RD

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** June 21, 2021

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Administration

TITLE OF ITEM: Land of Sky Technical Service Assistance Agreement – *John Connet. City Manager*

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution to approve the agreement with Land of Sky Regional Council for technical service assistance with a fee of $30,000.

SUMMARY:

The CDBG Funding Approval requires the City to hire an experienced CDBG administrator to assist with grant administration. Land of Sky Regional Council has this experience and staff recommends hiring them to provide technical service assistance.

BUDGET IMPACT: $ 30,000

Is this expenditure approved in the current fiscal year budget? Funding is included in grant proceeds.

If no, describe how it will be funded.

ATTACHMENTS:

Proposed agreement

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE AN AGREEMENT WITH LAND OF SKY REGIONAL COUNCIL FOR TECHNICAL SERVICE ASSISTANCE WITH A FEE OF $30,000.00

WHEREAS, the City of Hendersonville has obtained a Community Development Block Grant (CDBG) for neighborhood revitalization in the amount of $750,000; and

WHEREAS, CDBG Funding Approval requires the City to utilize an experienced CDBG administrator and permits the execution of Inter-local agreements to meet this condition; and

WHEREAS, §160A-461 authorizes any unit of local government in this State and any other state (to the extent permitted by the laws of the other state) may enter into contracts and agreements with each other in order to execute any undertaking; and

WHEREAS, § 160A-470 authorizes the creation of regional councils and on April 17, 1972 the City Council passed a resolution empowering the "Region B" Planning Organization (Land of Sky Regional Council) to provide technical assistance;

WHEREAS, Land of Sky Regional Council has experience administering CDBG grants and is authorized by§160A-475 and their charter to apply for, accept, receive and dispense funds and grants make available to it by the State of North Carolina or any agency thereof, the United States of America or any agency thereof, any unit of local government, and any private or civic agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville accepts Land of Sky Regional Council's proposal to provide technical service assistance for the CDBG – NR 7th Avenue Improvements Grant with a fee of $30,000.
2. The City Manager and City Attorney are authorized to negotiate and execute a final contract with Land of Sky Council of Governments for technical service assistance.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of _____, 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Contract No. _____

AGREEMENT BETWEEN
LAND OF SKY REGIONAL COUNCIL
and
CITY OF HENDERSONVILLE
for the provision of
Technical Service Assistance (CDBG-NR 7th Ave Improvements Grant Admin)

July 1, 2021 through June 30, 2024

This **AGREEMENT**, entered into on the _____, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the City of Hendersonville, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in Attachment A, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Council to provide such technical assistance to the Local Government and;

WHEREAS, the Council desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, **THEREFORE**, the parties hereto do mutually agree as follows:

1. **Personnel**
   That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government to perform the tasks outlined in Attachment A Work Program.

2. **Compensation**
   That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of $30,000.00 (Thirty thousand dollars and 0 cents).

3. **Termination/Modifications**
   The Local Government or Council may terminate the contract by giving a thirty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

4. **Time of Performance**
   The Council shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2021 and ending June 30, 2024.

5. **Changes**

The Local Government may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

6. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**
No member, officer, or employee of the Council or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interests in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause**
No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended**
No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended**
No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **E-Verify Provision**
Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

City of Hendersonville	**Land of Sky Regional Council**
By: _____	By: _____
Title: City Manager	Title: Executive Director
Date: _____	Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____, Finance Officer Date _____

ATTACHMENT A

CITY OF HENDERSONVILLE
TECHNICAL ASSISTANCE
CDBG-NR 7th Ave Improvements Grant Admin

July 1, 2021 - June 30, 2024

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council of Governments for the City of Hendersonville (CoH). The product(s) of the activities shall be:

WORK PROGRAM - $30,000

1. Environmental Review - $2,500*

- Condition C - The residential rehab qualifies for CES (i.e. a simplified environmental review), planning to use same for sidewalks although they could fall under EA. DEQ has an agreement with HUD for CES (but felt it only applied to them).

*If determined an EA is required, then cost will increase to $5k.

2. Procurement - $2,000

- Conditions A, B, E – document contracts, certificates of eligibility, non-debarment status of HAC & LOS
- Coordinate with HAC (small purchase) and with city engineering (sealed bid) to document
- Enter procurement solicitation for any contract over $25,000 in the Statewide Interactive Purchasing System (IPS) as well as provide the information to the REDD Compliance Office

3. Construction - $15,000

Rehab – 24 months:

- State CDBG requirements – City will handle titles/dead of trust, LOSRC will coordinate other requirements with HAC and document.
- Davis Bacon - Wage decision/prevailing wages, labor interviews, certified weekly payroll

Streets – 6 months:

- Pre-construction meeting to discuss invoicing, CDBG contract requirements, Section 3, wage decision & labor standards – submit Yellow Card to NC Commerce with meeting minutes
- On-going for entire project: Section 3 (i.e. advertise new jobs, document outreach efforts) and labor standards compliance (i.e. monthly certified payroll review, on-site employee interviews during each construction phase or every 3 weeks)

4. Requisitions - $500

City is handling, LOSRC will just confirm documentation requirements and collect periodically for admin files.

5. Additional Compliance Activities - $5,000

- Public Hearings – need documentation of 2 hearings submitted with application
- Several compliance plans are required at the beginning of the project:
  - Section 3
  - Fair Housing - also requires quarterly activities
  - Section 504
  - Equal employment and procurement (aka Equal Opportunity)
  - Language access plan
  - Citizen participation
  - Residential anti-displacement
  - Excessive force provision

6. Reporting/Monitoring - $5,000

- Quarterly (board & REDD updates)
- Semi-annual labor
- Annual
- Monitoring
- Closeout

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Michael Huffman, Staff Liaison **MEETING DATE:** July 1, 2021

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** (ESB) Environmental Sustainability Board

TITLE OF ITEM: Environmental Sustainability Board Charter and Rules of Procedure Amendment – Angela Reece, City Clerk and Michael Huffman, Staff Liaison

SUGGESTED MOTION(S):

I move that City Council approve the revised Charter and Rules of Procedures for the Environmental Sustainability Board as recommended by the ESB Board as presented [or as amended].

SUMMARY:

City staff has met with the ESB Board to provide recommendations for a Charter revision to address membership and terms. The Environmental Sustainability Board reviewed and voted unanimously on recommendations to revise their existing charter and procedures at their June 18, 2021, meeting. The charter revision clarifies membership, terms, and rules of procedure. A summary of the recommendations is provided below:

- Board Composition – 9 voting members: 5 City residents/4 at-large,
- 1 Council liaison (non-voting)
- Clarify purpose and rules of procedure.

BUDGET IMPACT: $ N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

DRAFT ESB Charter Revision

ENVIRONMENTAL SUSTAINABILITY BOARD

CHARTER AND RULES OF PROCEDURE

The Board shall provide input and guidance for the City Council's strategic objective to preserving the City's natural resources subject to such limitations as may be imposed by state law or by ordinances of the city. The terms of the charter shall govern the activities of the Board. However, to the extent that this Charter conflicts with North Carolina Law, North Carolina shall control.

ARTICLE I. NAME. Environmental Sustainability Board

ARTICLE II. PURPOSE. The purpose of this Board is to serve in an advisory role to the City Council in matters pertaining to policies and practices regarding environmental sustainability in the City of Hendersonville and shall be embodied for the following purposes:

- Advise, deliberate and make recommendations to the City Council to help facilitate the implementation of the Comprehensive Plan as it relates to environmental sustainability in the city.
- Recommend to City Council an overall policy for continued sustainability and assist with citizen-led efforts in furtherance thereof.
- Provide City Council with representative community participation in preparing and implementing plans and reports concerning environmental sustainability in the City of Hendersonville.
- Promote, facilitate, and act as liaison to educate citizens on environmental sustainability issues affecting the City of Hendersonville. Activities may include the following:
    - Recommend requirements and procedures for waste reduction and other sustainable practices at festivals and/or special events
    - Assist staff in researching effectiveness and costs of sustainable practices and make reports to City Council of any recommendations.
    - Review programs and activities other communities have implemented that would be effective in Hendersonville.
    - Participate in community outreach at public events to educate citizens on environmental issues and related City programs.
    - Collect feedback from citizens on new or proposed efforts to determine effectiveness.

ARTICLE III. JURISDICTION. The Board shall exercise its purpose with regards to matters and issues within the corporate limits of the City of Hendersonville.

ARTICLE IV. MEMBERSHIP AND DUTIES

Section 1. Membership and Appointment. All appointments shall be made by the City of Hendersonville City Council. The Board shall consist of nine (9) members and with a City Council Member serving as liaison. The City Council liaison is not considered a member for purposes of quorum or voting. The City Manager shall appoint a staff liaison to the Board who shall assist the Board with carrying out their duties and responsibilities. The Chairman shall be chosen annually by the Board from among those members who are residents of the City of Hendersonville.

Membership shall be composed from the following membership categories:

(5) Residents of the City of Hendersonville.

(4) At-Large Members

(1) City Council Liaison – Non-voting.

Staff Liaison The City Manager shall appoint a staff liaison to the Committee who shall assist the Committee with carrying out their duties and responsibilities. The Staff Liaison shall act as the Secretary and liaison between the Board, City Departments, and the City Council and shall have the charge of correspondence, minutes, notifying members of meetings, and other information.

Section 2. Terms of Service. Board members shall be appointed to staggered three-year terms by the City Council annually in June. No member shall serve more than two consecutive full three-year terms unless otherwise specified in this charter. Members shall serve without compensation. At the end of a member's term, they must take a one-year hiatus before seeking reappointment to the Board.

Upon adoption of this Charter revision, any Board members seeking reappointment will be considered as new members for purposes of term limits and will begin any term appointment as a new member. At initial appointment for this Board, City Council shall hereby implement staggered terms for members, meaning that three (3) Regular Members of the Board membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2024, two (2) Regular Members of the Board membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2023, two (2) At-Large Members of the Board membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2024, and two (2) At-Large Members of the Board membership shall be appointed for an initial term to run from July 1, 2021 to June 30, 2023. Thereafter appointments shall be for 3-year terms unless filling an unexpired term. Initial term appointments shall not count toward term limits. City Council will appoint the City Council Liaison to this Board. The City Council Liaison shall not be considered for purposes of determining quorum and is not a voting member.

Section 3. Attendance. Any member who misses more than three consecutive regular meetings or more than one-half the regular meetings actually held in a calendar year shall cease to be a Board member.

Section 4. Vacancies and Reasons for Dismissal. All members serve at the pleasure of the City of Hendersonville City Council. Members may be dismissed for any reason, with or without cause. Vacancies shall be filled at the earliest convenience of the City Council. A vacancy of the chair or vice chair shall be elected by a majority of the Board at the next regularly scheduled meeting. Notwithstanding the foregoing, at any meeting where both the Chair and Vice Chair are absent, the Board shall elect from those members present a member to preside at that meeting.

Section 5. Resignations. Any member who feels they can no longer serve or otherwise fulfil the duties of a member may resign from the Board. Such resignation must be in writing and delivered to the secretary. The secretary shall promptly send a copy of the written resignation to the City Clerk.

ARTICLE V. MEETINGS

Section 1. Meetings to Be Open to the Public. All meetings of the Board shall be open to the public, and any person may attend its meetings. Except as permitted below, all meetings of the Board shall be open to the public and any person may attend its meetings. For purposes of these rules, a meeting of the Board occurs whenever a majority of the Board's members gather, either in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the Board's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half. No meeting shall occur except as part of a duly called and advertised meeting. For the avoidance of doubt informal gatherings of a majority of the members where business of the Board is discussed are strictly prohibited.

DRAFT

Section 2. Regularly Scheduled Meetings. The Board shall hold regular meetings monthly. The Board shall annually adopt a regular meeting schedule showing the dates, times, and places of its regular meetings for the year.

a) Notice of Regular Meeting Schedule. The Board shall ensure that a copy of its current regular meeting schedule, complete with the date, time, and place of each regular meeting, is filed with the City Clerk and posted on the City's website, and the Board's webpage if they have one.

b) Change to Regular Meeting Schedule. The Board may revise its regular meeting schedule to change the date, time or place of a particular regular meeting or all regular meetings within a specified period. The Board shall ensure that the revised regular meeting schedule is filed with the City Clerk at least seven (7) consecutive calendar days before the first meeting held pursuant to the revised schedule. The Board shall also have the revised schedule posted on the City's website and the Board's webpage if they have one.

Section 3. Special Meetings. The chair or the majority of the members of the Board may at any time call a special meeting of the Board by signing a notice stating the date, time and place of the special meeting and the subjects to be considered. Alternatively, a special meeting may be called by vote of the Board in open session during a regular meeting or another duly called special meeting if on the special meeting agenda.

1) **Notice to the public.** At least 48 hours before a special meeting, the Board shall cause written notice of the meetings date, time, place and purpose(s) to be:

    i Posted on the Board's principal bulletin Board or, if the Board has no such bulletin Board, at the door of the Board's usual meeting room.

    ii Mailed or delivered to each newspaper, wire service, radio station and television station and person who has filed a written request for notice with the secretary;

2) **Notice to Board Members**. For all meetings called by the chair, or a majority of the members, notice of the meeting date, time, place and purpose(s) shall be mailed, emailed, or delivered to all members of the Board at least 48 hours before the meeting. If the special meeting was called at another duly held meeting of the Board, and one or more members were absent, the chair shall ensure that notice of the meeting's date, time, place, and purpose(s) is mailed, emailed, or delivered to any absent member(s) a minimum of forty-eight hours in advance of the special meeting.

3) **Business Conducted at a Special Meeting**. Only the business that is specified in the notice of the meeting may be transacted during a special meeting.

Section 4. <u>Organizational Meeting.</u> On the date and at the time of the regular meeting in July or as soon thereafter as possible, the Board shall elect a chair and vice chair as its first order of business. The second order of business shall be to adopt an annual scheduled of meetings for the upcoming calendar year.

Section 5. <u>Electronic Board Meetings and Member Participation.</u> No member who is not physically present may participate in a meeting of the Board by electronic means except in accordance with this rule.

1) **Electronic Meetings Generally**. Provided a quorum is present, in person, at a meeting, Board members may participate in a meeting electronically provided. Any member wishing to participate electronically in a meeting shall be required to give the Chair and the Secretary at least thirty-six (36) Hours before the start of the meeting. When one or more members are participating remotely, the following rules shall apply:

(a) *Member Identification*. Each member who attends by electronic means shall identify himself or herself in each of the following situations:

i when roll is taken or the meeting begins;

ii before taking part in deliberations, including making any motions, proposing any amendments, or raising any points of order; and

iii before voting.

(b) *Method of Electronic Participation*. Any member who attends electronically shall use a means of communication that enables the member

i to hear what is said by other Board members and any person who addresses the Board and

ii to be heard by other Board members.

(c) *Voting*. The Board shall conduct all votes by roll call. It may not vote by secret or written ballots. The votes of any member who attends by electronic means shall be counted as if the member were physically present, but only while the Board maintains electronic communication with that member.

(d) *Minutes*. The minutes shall which members took part electronically, and when such members joined or left the electronic meeting.

2) **Electronic Meetings During a State of Emergency Declared by the Governor or General Assembly.** During any state of emergency declared by the Governor or General Assembly pursuant to G.S. 166A-19.20, a meeting of the Board shall comply with the requirements of this paragraph if the Board falls within the emergency area and at least one Board member attends the meeting by conference call, conference video, or other electronic means.

(a) *Notice*. The public notice for any regular, special, emergency, or recessed meeting that is subject to this paragraph shall specify how the public can access the electronic meeting in real time.

(b) *Member Identification*. Each member who attends by electronic means shall identify himself or herself in each of the following situations:

i when roll is taken or the meeting begins;

ii before taking part in deliberations, including making any motions, proposing any amendments, or raising any points of order; and

iii before voting.

(c) *Meeting Materials*. All documents considered during the meeting shall be furnished to each Board member.

(d) *Method of Electronic Participation*. Any member who attends electronically shall use a means of communication that enables the member

i to hear what is said by other Board members and any person who addresses the Board and

ii to be heard by other Board members.

(e) *Quorum*. A member who attends by electronic means counts as present for quorum purposes, but only while the Board maintains electronic communication with that member.

(f) *Voting*. The Board shall conduct all votes by roll call. It may not vote by secret or written ballots. The votes of any member who attends by electronic means shall be counted as if the member were physically present, but only while the Board maintains electronic communication with that member.

(g) *Acting by Reference*. The Board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document unless copies of the agenda or document are available for public inspection at the meeting and so worded that persons in attendance can understand what is being deliberated or acted upon.

(h) *Minutes*. The minutes shall indicate that the meeting was conducted by electronic means, which members took part electronically, and when such members joined or left the electronic meeting.

(i) *Live Streaming*. The meeting shall be streamed live online so that live audio (and video, if any) are available to the public. If the Board meets by conference call, the public shall have an opportunity to dial in or stream the audio live and listen to the electronic meeting.

(j) *Public Hearings*. Although it may conduct any public hearing mandated or permitted by law, the Board shall allow the public to submit written comments on the hearing's subject matter between the publication of any required notice and twenty-four hours after the hearing.

Section 6. Cancellation of Meetings. Whenever there is no business for the Board the chair may cancel a meeting by giving reasonable notice to all members before the time set for the meeting. However, in the case of a special meeting called by a majority of the Board, the chair may cancel the meeting only upon the concurrence of a majority of the Board. The majority concurring in the cancellation need not be the same majority that called the special meeting.

Section 7. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the Board may recess the meeting to another date, time, or place by a procedural motion made and adopted in open session, as provided in Article XI, Section 5 (Motion 3). The motion shall state the time (including the date, if the meeting will resume on a different day) and place at which the meeting will resume.

(b) Notice of Recessed Meetings. If the Board's website is maintained by one or more Board employees, notice of the recessed meeting's date, time, and place shall appear on the website prior to the meeting. No further notice of a properly called recessed meeting is required.

Section 8. Order of Business Items shall be placed on a regular-meeting agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- adoption of the agenda,
- approval of the previous meeting minutes,
- public comment,

- public hearings,
- administrative reports,
- Board reports,
- unfinished business, and
- new business.

Without objection, the chair may call agenda items in any order most convenient for the dispatch of business.

Section 9. Agenda

(a) Proposed Agenda. The Secretary shall prepare a proposed agenda for each meeting. A request to have an item of business placed on the agenda must be received at least two working days before the meeting. Any Board member may, by a timely request, have an item placed on the proposed agenda. Each Board member shall receive a copy of the proposed agenda and any attachments, and they shall be available for public inspection and/or distribution when they are distributed to the Board members.

(b) Adoption of Agenda. As its first order of business at each meeting, the Board shall, as specified in Article 8, discuss, and revise the proposed agenda and adopt an agenda for the meeting. The Board may by majority vote add items to or subtract items from the proposed agenda, except that the Board may not add items to the agenda of a special meeting unless (1) all members are present and (2) the Board determines in good faith at the meeting that it is essential to discuss or act on the item immediately. If items are proposed to be added to the agenda, the Board may, by majority vote, require that written copies of particular documents connected with the items be made available at the meeting to all Board members.

The Board may designate certain agenda items "for discussion and possible action." Such designation means that the Board intends to discuss the general subject area of that agenda item before making any motion concerning that item.

Section 10. Meeting Minutes. Minutes Required for All Meetings. The Board shall keep full and accurate minutes of its meetings, including any closed sessions. To be “full and accurate,” the minutes must record all actions taken by the Board, as well as the Board’s compliance with any applicable procedural requirements. The minutes should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record Board member discussions, though the Board in its discretion may decide to incorporate such details into the minutes.

a) Record of “Ayes” and “Noes.” At the request of any member, the minutes shall indicate how each member voted by name on a particular matter.

Section 11. Public Input. Public input at all Board meetings shall have a three-minute limit per speaker. The Chair reserves the right to alert time limits for public comment periods.

Section 12. Broadcasting and Recording Meetings. Any person may photograph, film, tape-record, or otherwise reproduce any part of a Board meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a Board meeting.

a) Advance Notice. Any radio or television station that plans to broadcast any portion of a Board meeting shall so notify the secretary no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a Board meeting.

b) Equipment Placement. The Board chair or an appropriate staff member may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a Board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Board chair or staff member determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the chair or staff member may require the pooling of the equipment and the personnel operating it.

c) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the Board grants the request, the news media making the request shall pay the costs incurred by the local government unit in securing an alternative meeting site.

ARTICLE VI. VOTING

a) Duty to vote. It is the duty of each member, including the chair, to vote unless otherwise excused. The Board may excuse members from voting on any matter involving their own financial interest, official conduct, or when a member has indicated an inability to be impartial in any matter before the Board.

b) Abstentions. Should a member fail to vote on any matter before the Board, without having been excused from such vote, such abstention will count as an affirmative vote.

ARTICLE VII. REQUIRED OFFICERS

Section 1. Presiding Officer. The presiding officer of each meeting of the Board shall be the chair of the Board. In situations where the chair is unavailable or unable to participate in the meeting or any particular matter before the Board, the vice chair shall preside. In the event that neither the chair nor the vice chair is available, the members of the Board, by affirmative vote of the majority, may appoint an acting chair who shall have all powers of the chair while acting as presiding officer.

Section 2. Selection of the Chair and Vice Chair. The chair shall be a resident of the City of Hendersonville and shall be selected by majority vote of the Board unless the City Council indicates to the Board that the City Council will appoint said chair, in which case the appointment shall be made by the City Council. The vice chair shall be elected by a majority vote of the Board. In situations where the chair is unavailable or unable to participate in the meeting or any particular matter before the Board, the vice chair shall preside. In the event that neither the chair nor the vice chair is available, the members of the Board, by affirmative vote of the majority, may appoint an acting chair who shall have all powers of the chair while acting as presiding officer.

Section 3. Powers and Duties of the Chair and Vice Chair. The chair shall preside at all meetings of the Board but shall also have the right to engage in discussion and vote on any matter before the Board unless otherwise excused. The chair shall have the power to call a special meeting, rule on procedural matters during a meeting, call a brief recess of a meeting at any time, and adjourn a meeting in an emergency. At any other time, adjournment shall be by motion, duly approved. The vice chair shall have all powers and perform all the duties of the chair in his or her absence.

Section 4. Duties of the Chair.

(a) Presiding Officer. The chair shall preside at meetings of the Board.

(b) Voting by the Chair. The chair has the same duty to vote as other members, though in no event may the chair break a tie on a motion on which he or she has already voted.

(c) Recognition of Members. A member must be recognized by the chair (or other presiding officer) in order to address the Board.

(d) Powers as Presiding Officer. As presiding officer, the chair is to enforce these rules and maintain order and decorum during Board meetings. To that end, the chair may

(1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;

(2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;

(3) entertain and answer questions of parliamentary procedure;

(4) call a brief recess at any time; and

(5) adjourn in an emergency.

Section 5. Duties of the Secretary. The City Manager shall assign a staff person to the Board who shall serve as the secretary of the Board and shall perform the following:

a) The secretary shall ensure that all meetings of the Board are properly noticed.

b) The secretary shall maintain the sunshine list that is a list of those persons or entities that have filed a written request indicating a desire to receive notice of all special meetings of the Board.

c) The secretary shall take and record the actions of the Board and draft minutes of the meetings accordingly. Minutes shall be sent to Board members prior to their next regularly scheduled meeting. The secretary shall also forward a copy of the minutes as they are approved to the Clerk to the City Council and post on the City's website

d) The secretary shall be responsible for maintaining an accurate list of members of the Board, submitting to the City Clerk a quarterly attendance report for its members and notifying the City Clerk of any resignations of any of its members, or any other change in membership of the Board.

Section 6. <u>Schedule for Elections.</u> Election of the Chair, and Vice-Chair shall take place annually at the organizational meeting of the Board.

ARTICLE VIII. REFERENCE TO ROBERT'S RULES OF ORDER NEWLY REVISED. The Board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the presiding officer shall make a ruling on the issue subject to appeal to the Board under Article XI, Section 5 (Motion 1).

ARTICLE IX. REPORTS.

Section 1. Annual Report. The Board shall make a report to the City of Hendersonville City Council at least annual. This report must be submitted no later than May31st of each year.

Section 2. Public Records Law. The Board shall abide by North Carolina Public Records Law N.C.G.S. Chapter 132.

ARTICLE X. ACTION BY THE BOARD.

Section 1. Quorum. A majority of the members shall constitute a quorum. No action of the Board may be taken at any meeting where less than the required quorum is present, except to adjourn the meeting. The City Council liaison shall not be considered for purposes of determining a quorum.

Section 2. Motions and Voting. Action of the Board may be taken upon a motion made by any member, including the chair, without the need for a second. A motion shall be adopted if approved by the affirmative vote of a majority of the members present and not excused after full discussion of the motion by the members. The City Council liaison shall not be considered a voting member.

Section 3. Withdrawal of Motion The member who introduces a motion may withdraw the motion unless the motion has been amended or put to a vote.

Section 4. Substantive (or Main) Motions A substantive motion is not in order when any other motion is pending. Once the Board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting unless it first adopts a motion to reconsider pursuant to Article XI, Section 5 (Motion 13).

Section 5. Procedural Motions

(a) Certain Motions Allowed. The Board may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 11 and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 8.

When several procedural motions are pending, voting shall begin with the procedural motion highest in priority, except that a motion to amend or end debate on the highest-priority motion shall be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and

DRAFT

at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the Board is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a recessed meeting as permitted under Article V Section 8. The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the Board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is considered; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to two-thirds of the Board's actual membership, excluding any vacant seats. The Board may not suspend provisions in these rules that restate state law requirements.

Motion 7. To Defer Consideration. The Board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the Board votes to revive it pursuant to Motion 12 within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 8. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 9. To Postpone to a Certain Time. This motion may be employed to delay the Board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the Board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 10. To Refer a Motion to a Board. The Board may vote to refer a substantive motion to a Board for study and recommendations. While the substantive motion is pending before the Board, the Board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the Board fails to report on the motion within sixty days of the referral date, the Board shall take up the motion if asked to do so by the member who introduced it.

Motion 11. To Amend

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

Motion 12. To Revive Consideration. The Board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 7, provided it does so within 100 days of its vote to defer consideration.

DRAFT

Motion 13. To Reconsider. The Board may vote to reconsider its action on a matter, provided the motion to reconsider is made (1) at the same meeting during which the action to be reconsidered took place and (2) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the Board's deliberation on a pending matter.

Motion 14. To Rescind. The Board may vote to rescind an action taken at a prior meeting, provided rescission is not forbidden by law.

Motion 15. To Prevent Reintroduction for Six Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion's defeat. To be adopted, this motion must receive affirmative votes equal to at least two-thirds of the Board's total membership, excluding vacant seats. If this motion is adopted, the ban on reintroduction remains in effect for six months or until the Board's next organizational meeting, whichever occurs first.

Section 6. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, debate shall alternate between proponents and opponents of the measure.

Section 7. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Section 8. Changing a Vote

A member may change the member's vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change a vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Section 10. Appointing Sub Committees. Subcommittees may only be appointed by vote of the Board members at a regular meeting. The Board by vote shall also establish the purpose of which subcommittees are established and the subcommittees should only conduct business that is within the purpose so adopted. All meetings of subcommittees shall be considered special meetings and shall be conducted in accordance with Article 5, Section 3. Special Meetings.

ARTICLE XI. ANNUAL REPORT

The Board shall make a report to the City of Hendersonville City Council at least annual. This report must be submitted no later than May 31st of each year.

ARTICLE XII. REFERENCE TO ROBERT'S RULES OF ORDER

Boards shall refer to the current edition of *Robert's Rules of Order Newly Revised (RONR*), to answer procedural questions not resolved in these rules, so long as RONR does not conflict with North Carolina law or with the spirit of these rules.

ARTICLE XII. AMENDMENTS. The Board may amend these bylaws by action of the Board; provided however, that amendments shall not be effective until they are approved by the Hendersonville City Council.

Originally adopted by City Council on September 2nd, 2010.

Amended by the City Council on this first day of July 2021.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

DRAFT

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker **MEETING DATE:** July 1, 2021

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Code Enforcement

TITLE OF ITEM, Presenter Name, Title: Summary Nuisance Abatement – *Angela S. Beeker, City Attorney*

SUGGESTED MOTION(S): I move that City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize Summary Abatement Pursuant N.C.G.S. § 160A-193 And Section 26-193(c) Of The Code Of Ordinances For The City Of Hendersonville*, as presented.

SUMMARY:

Staff is requesting that City Council adopt the attached Resolution to authorize proceeding under the authority of N.C.G.S. § 160A-193 to summarily abate a nuisance posing a danger to the public safety. Tyler Henry, Code Enforcement Officer, has issued a written decision identifying violations of the City's Maintenance Standards for Commercial Structures contained in Chapter 12 of the Code of Ordinances for the City of Hendersonville with respect to a retaining wall located within Ground Unit 1 of the 822 Locust Street Condominium, and encroaching into what appears to be the right of way for 8th Avenue. Per this decision, the retaining wall is in a state of disrepair that poses a danger to the public safety and therefore constitutes a public nuisance that should be summarily abated by the City pursuant to authority granted by N.C.G.S. § 160A-193. Repairs undertaken by the City would constitute a lien on the property; however due to the uncertainty surrounding ownership of the retaining wall, Mr. Henry's decision also requests authority to take actions as required to abate the nuisance, including but not limited to filing legal actions, including a civil action asking the court to determine ownership of the wall, responsibility for reimbursement to the City for the City's costs incurred, and the property upon which the lien should attach.

BUDGET IMPACT: Unknown. A budget amendment regarding costs will be forthcoming if required.

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

N/A

PROJECT NUMBER: N/A **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Resolution by the City of Hendersonville City Council to Authorize Summary Abatement Pursuant N.C.G.S. § 160A-193 And Section 26-193(c) Of The Code Of Ordinances For The City Of Hendersonville

Code Enforcement Decision

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

BEFORE THE CODE ENFORCEMENT OFFICER FOR
THE CITY OF HENDERSONVILLE
CASE NO: 822 Locust Street-2020

In Re Violation, Sections 12-36, 12-37, 12-37(5) and 12-37(17) of the Hendersonville City Code of Ordinances; 822 Locust Street Condominium, Ground Unit 1 – Failing and Dilapidated Retaining Wall	DECISION

THIS CAUSE, an administrative hearing pursuant to Section 12-39 of the Hendersonville City Code of Ordinances, coming on to be heard on April 30, 2021 at 1:00 p.m., and continued to May 14, 2021 at 10:00 a.m., before the undersigned Code Enforcement Officer ("CEO") for the City of Hendersonville pursuant to that Notice of Violation which was issued by the undersigned CEO on April 12, 2021 regarding violations of Sections 12-36, 12-37, 12-37(5) and 12-37(17) of the Hendersonville City Code of Ordinances for that property known as Ground Unit 1 of the 822 Locust Street Condominium, formed pursuant to that Declaration of Condominium, Covenant and Restrictions, recorded in Deed Book 1301 at Page 683 of the Henderson County Registry, as amended. Present at April 30, 2021 administrative hearing were: Anderson Ellis, Esq., counsel for respondent Appalachian Craft Brewery, LLC, Wyatt Stevens, Esq., counsel for party-in-interest Hunting Creek Associates, LLC, Dennis Dunlap nonlawyer as a representative of the party-in-interest Dennis M. Dunlap Revocable Trust dated November 7, 2006, Ilse Tolles (nonlawyer) as a representative of party-in-interest R Four Holdings, LLC, Hendersonville Code Enforcement Officer Tyler Henry, Angela S. Beeker, Esq., counsel for the CEO as a public official for the City of Hendersonville, Ilse Tolles as secretary/treasurer and registered agent for the party-in-interest 822 Locust Street Condominium Association. Present at the May 14, 2021 continuation of the April 30, 2021 administrative hearing were: Brian Gulden, Esq., counsel for respondent Appalachian Craft Brewery, LLC, Andrew and Kelly Cubbin (nonlawyers) as representatives for respondent Appalachian Craft Brewery, LLC, Wyatt Stevens, Esq., counsel for party-in-interest Hunting Creek Associates, LLC, Boyd B. Massagee III, Esq., counsel for party-in-interest Dennis M. Dunlap Revocable Trust dated November 7, 2006, Dennis Dunlap as a representative of the party-in-interest Dennis M. Dunlap Revocable Trust dated November 7, 2006, Ilse Tolles as a representative of party-in-interest R Four Holdings, LLC, Hendersonville Code Enforcement Officer Tyler Henry, Angela S. Beeker, Esq., counsel for the CEO as a public official for the City of Hendersonville, and Ilse Tolles as secretary/treasurer and registered agent for the party-in-interest 822 Locust Street Condominium Association. Testifying at the April 30, 2021 administrative hearing were Isle Tolles and Dennis Dunlap. Testifying at the May 14, 2021 continuation of the April 31, 2021 administrative hearing were Ilse Tolles, Andrew Cubbin, and Susan Frady, former Code Enforcement Officer for the City of Hendersonville. All testimony was given under oath. Terri Swann, Admin. Assistant III, Community Development Department, was present for the entire Administrative Hearing and recorded minutes for it. The April 30, 2021 session and the May 14, 2021 session will collectively sometimes hereinafter be referred to as the "Administrative Hearing."

The record for the Administrative Hearing consists of the following:

For Appalachian Craft Brewery, LLC –

- SAB Exhibit 1 – Motion to Dismiss and Answer to Complaint.

For Hunting Creek Associates, LLC –

- Hunting Creek Associates Exhibit 1 – Answer of Hunting Creek Associates, LLC.

For the City of Hendersonville –

- Complaint dated April 12, 2021, issued by CEO.
- Initial Notice of Violation, dated February 19, 2021 to Appalachian Craft Brewery

- Letter to Appalachian Craft Brewery, dated April 12, 2021, conveying complaint, and providing notice of the administrative hearing, and notice of potential action under North Carolina General Statutes § 160-193.
- Letter to Hunting Creek Associates, LLC, dated April 12, 2021, naming them as party of interest, and giving notice of status as party to the administrative hearing, and providing notice of administrative hearing.
- Letter to R Four Holdings, LLC, dated April 12, 2021, naming them as party of interest, and giving notice of status as party to the administrative hearing, and providing notice of administrative hearing.
- Letter to 822 Locust Street Condominium Association, dated April 22, 2021, naming them as party of interest, and giving notice of status as party to the administrative hearing, and providing notice of administrative hearing.
- Letters dated April 20, 2021 continuing administrative hearing from original date (April 23, 2021) to April 30, 2021 sent to Appalachian Craft Brewery, LLC, R Four Holdings, LLC, and Hunting Creek Associates, LLC
- Letters dated May 4, 2021 confirming continuation of administrative hearing from April 30, 2021 to May 14, 2021, sent to Appalachian Craft Brewery, LLC, R Four Holdings, LLC, and Hunting Creek Associates, LLC, Dennis Dunlap, enclosing communications by email to the parties.
- Certificate of Service Personal Delivery – dated 4/22/2021
- Certificate of Service Certified Mail – dated 4/12/2021
- Certificates of Service Regular Mail – dated 4/20/2021, 5/4/2021
- City Exhibit 1 – Vaughn & Melton Construction Engineers, Inc., Engineer's Report dated March 22, 2021
- City Exhibit 2 – Condominium Plat Book A, Page 494(1), Henderson County Registry
- City Exhibit 2A – Condominium Plat Book A, Page 494(1), Henderson County Registry, as drawn on by Andrew Cubbins during testimony
- City Exhibit 3 – Plat Slide 2005-5616, Henderson County Registry
- City Exhibit 4 – Plat Slide 2005-5593, Henderson County Registry
- City Exhibit 5 – Plat Slide 2006-6433, Henderson County Registry
- City Exhibit 6(1) – Deed into Hunting Creek Associates, LLC, recorded in Deed Book 1380 at page 610, Henderson County Registry
- City Exhibit 6(2) – Deed into Appalachian Craft Brewery, LLC, recorded in Deed Book 1592 at page 455, Henderson County Registry
- City Exhibit 6(3) – Deed into R Four Holdings, LLC, recorded Deed Book 1637at page 537, Henderson County Registry
- City Exhibit 6(4) – Deed into Dennis N. Dunlap Revocable Trust dated November 7, 2006, recorded in Deed Book 1494 at page 31, Henderson County Registry
- City Exhibit 7(1) – Declaration of Condominium, Covenants and Restrictions, recorded in Deed Book 1301 at page 682, Henderson County Registry
- City Exhibit 7(2) – Amendment to Declaration of Condominium, Covenants and Restrictions for 822 Locust Street Condominium, recorded in Deed Book 1349 at page 427, Henderson County Registry
- City Exhibit 7(3) –Amendment to Declaration of Condominium, Covenants and Restrictions for 822 Locust Street Condominium, recorded in Deed Book 1592 at page 390, Henderson County Registry
- City Exhibit 8(1) – 1951 Aerial Photo received from Amy Knight, 4/28/2021
- City Exhibit 8(2) – 1984 Aerial Photo received from Amy Knight, 4/28/2021
- City Exhibit 8(3) – 2001 Aerial Photo received from Amy Knight, 4/28/2021
- City Exhibit 9(1) – Google Street View of the Subject Property, screen shot by CEO, representing June 2012
- City Exhibit 9(2) – Google Street View of the Subject Property, screen shot by CEO, representing September 2018
- City Exhibit 9(3) – Google Street View of the Subject Property, screen shot by CEO, representing May 2019
- City Exhibit 10 (pp 1-43) – Pictures and Descriptions received from Mark Ostrander, 3/31/2021
- City Exhibit 11 – Photo of Mural on 8th Avenue portion of retaining wall, taken by CEO, 4/28/2021

- City Exhibit 12 – Photo of Landscaping along 8th Avenue, Retaining Wall (Southeast) (at 8th Avenue street level), 4/28/2001
- City Exhibit 13 – Photo of Collapsed portion of Retaining Wall (Northeast), taken from 8th Avenue Street Level, taken by CEO, 4/28/2001

Motion to Dismiss:

As part of its Answer to the CEO's Complaint in this matter, Appalachian Craft Brewing ("ACB") made a Motion to Dismiss for lack of subject matter jurisdiction. After considering ACB's Motion, the undersigned CEO has determined that the Motion to Dismiss should be granted as to the violations of Sections 12-36, 12-37, 12-37(5), and 12-37(17) of the Hendersonville City Code the for the reasons stated in ACB's Motion to Dismiss, and therefore the City will not pursue remedies under Chapter 12 of the Code of Ordinances for the City of Hendersonville, North Carolina. In spite of granting the Motion to Dismiss, the undersigned CEO finds that the conditions of the Retaining Wall, described in this Order below, do constitute violations of the foregoing Sections of the Hendersonville City Code, and these violations posed an immediate danger and are prejudicial to the public health or public safety, that such violations are seriously dangerous and seriously prejudicial to the public health or safety, and that such violations constitute a public health nuisance which demand urgent or immediate corrective action that should be summarily abated pursuant to the authority of N.C. Gen. Stat. § 160A-193 and Section 26-39(3) of the Code of Ordinances for the City of Hendersonville, North Carolina.

Summary Abatement:

The Letters sent out to the respondent and parties in interest, dated April 12, 2021, and the subsequent letter delivered to the registered agent for 822 Locust Street Condominium Association, Ilse Tolles, on April 22, 2021, placed everyone on notice that if, after the Administrative Hearing, the undersigned CEO determined that the Retaining Wall and violations of Sections 12-36, 12-37, 12-37(5), and 12-37(17) of the Hendersonville City Code posed an immediate danger to the public health or public safety, the City may elect to summarily abate the violation, and the City's cost to do so would be a lien against real property in accordance with N.C. Gen. Stat. § 160A-193. Because of the foregoing notice, and because a full Administrative Hearing was conducted after receipt of that notice, and based, in part upon the notice, the undersigned CEO determines that adequate due process has been given to the respondent and the parties in interest to proceed with the remedy afforded by N.C. Gen. Stat. § 160A-193, and Section 26-193(c) of the Code of Ordinances for the City of Hendersonville, North Carolina. Therefore, after considering the allegations in the Complaint, and the testimony and evidence in the record of the Administrative Hearing, the undersigned CEO has determined that conditions exist which pose an immediate danger and are prejudicial to the public health and safety, that such conditions are seriously dangerous and seriously prejudicial to the public health or safety, and that such conditions constitute a public health nuisance which demand urgent or immediate corrective action and should be summarily abated. This action is authorized by both N.C. Gen. Stat. § 160A-193, and Section 26-39(c) of the Hendersonville City Code. This determination is supported by the following findings:

1. Appalachian Craft Brewery, LLC, hereinafter "Appalachian," a North Carolina limited liability company is the owner of that property located at 822 Locust Street, known as and more particularly described as Condominium Ground Unit 1, being Tract No 3 of that deed recorded in Deed Book 1592 at Page 455 of the Henderson County Registry, hereinafter the "Granting Deed." Tract No. 3 is described as follows in the Granting Deed as follows:

   > "BEING all of Ground Unit 1 of 822 Locust Street Condominium above referred to, as set forth and described in that Amendment to Declaration of Condominium, Covenants and Restrictions for 822 Locust Street Condominium recorded in Book 1592 at Page 390, Henderson County Registry . . . and as shown on that plat recorded on Condominium Plat Book A, Slide 494(1), Henderson County Registry, along with a 2.0% undivided interest in the common area and facilities of said condominium."

   The plat recorded in Condominium Plat Book A, Slide 494(1) will hereinafter be referred to as the "Condo Plat."

1. The Condo Plat indicates that Condominium Ground Unit #1 contains a concrete block wall constructed parallel to the northeastern boundary of Ground Unit 1, running from about the midpoint of said northeastern boundary in a

southeasterly direction to a point within the right of way of 8th Avenue East (shown on the Condo Plat as Eighth Street), at which point the wall turns and runs in a southwesterly direction within the right of way of 8th Avenue East, generally along the Southeastern boundary of Ground Unit #1, until it terminates before reaching the right of way of Locust Street. Locust street also runs in a Southeasterly direction.

2. There is a security fence, with a gate, that runs from the southwestern terminus of the concrete wall (within the right of way of 8th Avenue East) in a north westerly directly direction and terminates at the edge of a building that serves as a boundary of Ground Unit #1. The security fence and gate, together with the building, a concrete ramp, and the entirety of the concrete block wall provides an enclosed secured space over which Appalachian exercises dominion and control, the entirety of which is operated and controlled by Appalachian as part of its craft brewery business. The entirety of this enclosed space, including Ground Unit #1, the entire concrete wall, and portions of this enclosed space within the right of way of 8th Avenue East will hereinafter be collectively referred to as the "Commercial Premises."

3. The entirety of the above-described concrete wall operates as a retaining wall, the purpose of which is to provide lateral support to the adjacent property sharing a common boundary with the northeastern boundary of Ground Unit #1. Said adjacent property is more particularly described in deed Book 1494 at Page 31 of the Henderson County Registry, is owned by Dennis M. Dunlap Revocable Trust dated November 7, 2006, and will hereinafter be referred to as the "Dunlap Property." The entirety of the concrete wall will hereinafter be referred to as the "Retaining Wall."

4. Guidon Brewery occupies one or more buildings located on the Dunlap Property along the portion of the southwest boundary of the Dunlap Property which is supported by the Northeast Retaining Wall, defined hereinbelow.

5. The Commercial Premises is used by Appalachian in conjunction with its operation of a microbrewery located in Suites 100 and 500 of the condominiums located at 822 Locust Street, Hendersonville, NC, also owned by Appalachian pursuant to that deed recorded in Deed Book 1592 at Page 455 of the Henderson County Registry. The Commercial Premises is therefore part of a "commercial premises" as that term is used in Section 12-37 of the Hendersonville City Code of Ordinances, said Code of Ordinances hereinafter being referred to as the "Code."

6. The northeastern portion of the Retaining Wall located on the Commercial Premises, running parallel with the northeastern boundary of the Commercial Premises, is hereinafter referred to as the "Northeast Retaining Wall." The Northeast Retaining Wall runs perpendicular to and is plainly visible from 8th Avenue East.

7. Portions of the Northeast Retaining Wall have fallen, leaving exposed an earthen wall, with nothing to protect, support or prevent erosion or failure of the earthen wall, which is more than 15 feet in height. The portion of the Northeast Retaining Wall that is still standing shows signs of buckling and cracks and is in a state of disrepair. This exposed and unsupported earthen wall, and the buckling and cracking portions of the Northeast Retaining Wall which are standing both constitute a safety hazard to persons who are in the vicinity of the exposed earthen wall.

8. From 8th Avenue East, it appears that a barrier has been constructed to limit access to the Northeast Retaining Wall within the Commercial Premises; nevertheless the Northeast Retaining Wall, including the portions still standing and the areas where it has fallen, pose a safety hazard to those persons or employees present on or in the vicinity of the Commercial Premises and to the lateral support of the Dunlap Property.

9. In further investigation of the condition of the Retaining Wall, the City secured the services of Vaughn & Melton Consulting Engineers, Inc., hereinafter "Vaughn & Melton," to perform an inspection and evaluation of the Retaining Wall, both the Northeast Retaining Wall and the portion of the Retaining Wall running in a southwesterly direction, generally along the Southeastern boundary of Ground Unit #1, within the right of way of 8th Avenue East. The portion of the Retaining Wall running in a southwesterly direction, generally along the Southeastern boundary of Ground Unit #1, within the right of way of 8th Avenue East will hereinafter be referred to as the "Southeast Retaining Wall." The Vaught & Melton inspection occurred on or about February 26, 2021.

10. Vaughn & Melton's local inspection team reported the following in a report based on their inspection conducted on or about February 26, 2021 (the report will hereinafter be referred to as the "Vaughn & Melton Report"):

a. "Wall #1 [the Southeast Retaining Wall] runs along 8th Avenue, about 10 feet off the edge of pavement, and is located in the outdoor space of the Southern Appalachian Brewery. It is constructed of concrete cinder block with tie back anchors at random locations throughout. The wall steps down in height from 14'- 10" to 3'-6" along its length of 127'. Cracks were observed in section 4 of the wall (see wall profiles later in this report). These cracks ran down from the top of the wall for up to 6' long. Other various cracking has occurred along the top of the wall at the fence post locations, with crack widths up to 1/16". Concrete block deterioration on the surface of the blocks was seen throughout the wall up to ½" deep. The tie-backs in the wall showed signs of corrosion with one tie completely corroded through. Most of the tie-backs were not secured tightly to the wall. There are serval locations of the wall leaning out, up to 2" per 4'. The top edge of wall also shows signs of movement due to the deflections observed. Voids behind the wall were also seen looking back through the weep holes where material behind the wall has washed out at several locations."

b. "Wall #2 [the Northeast Retaining Wall], leg A runs perpendicular to 8th Avenue, and is 8'-6" off of the Guidon Brewery building wall, and is also viewed from the Southern Appalachian Brewery outdoor space. It is constructed out of concrete cinder blocks. The wall is 95' long by 15'-6" tall. A concrete slab runs along the back side of the building for 64'. A portion of the concrete slab is unsupported for 13' with exposed dirt material underneath. Major voids run under the slab, which is cantilevered out 5' in the 13' exposed section. Deteriorated concrete blocks at various locations run throughout the wall with holes completely through the face of block in some area. Signs of blocked weep holes were also observed throughout."

c. "An exposed vertical face runs for 31' from the corner of wall #1 to the corner of the building, where a portion of this wall has already failed. The exposed dirt bank has a ledge, and a vertical drop-off about 3 feet away from the parking area for the Guidon Brewery. The top of soil shows signs of cracking along the bank edge. No permanent safety fence or guardrail is in place, just a nylon safety fence with metal posts."

The observations and findings described in the report with respect to the Retaining Wall constitute a public nuisance, pose an immediate danger and are prejudicial to the public health and safety. Additionally, these observations and findings demonstrate that the conditions of the Retaining Wall are seriously dangerous and seriously prejudicial to the public health or safety, and such conditions constitute a public health nuisance which demand urgent or immediate corrective action and should be summarily abated.

11. Because of its current condition as described herein, the undersigned finds that Retaining Wall, including both the Northeast Retaining Wall and the Southeast Retaining Wall, constitutes a public nuisance, poses an immediate danger and is prejudicial to the public health and safety. Additionally, the conditions of the Retaining Wall are seriously dangerous and seriously prejudicial to the public health or safety, and such conditions constitute a public health nuisance which demand urgent or immediate corrective action and should be summarily abated.

The undersigned enforcement officer is unable to determine ownership of the Retaining Wall after consideration of all of the evidence in the Record of the Administrative Hearing, and after consideration of the legal arguments made by or on behalf of the participants in the Administrative Hearing. The undersigned CEO is therefore unable to determine the party responsible for correcting the conditions constituting the nuisance at this time. However the undersigned has determined that the following are potentially responsible parties for the violation for the reasons stated:

1. Appalachian Craft Brewery, LLC, due to its ownership and operation of the Commercial Premises.

2. All unit owners within 822 Locust Street Condominium, due to their ownership in common as to the Common to the all common areas of 822 Locust Street Condominium as declared in the Declaration of Condominium, Covenants and Restrictions for 822 Locust Street Condominium recorded in Book 1301 at Page 682, or the Henderson County Registry, as amended in Book 1349 at Page 427 and Book 1592 at Page 390 of the Henderson County Registry, and including any other amendments, and as provided in the North Carolina Condominium Act, Chapter 47C of the North Carolina General Statutes, such unit owners including:

a. Appalachian, as to an undivided 31.63% ownership interest in and to the common areas as the owner of Suite 100, Suite 500 and Ground Unit #1 of the Locust Street Condominium.

b. R Four Holdings, LLC, a North Carolina limited liability company, having an address of 822 Locust Street, Suite 200, Hendersonville, NC 28792, administratively dissolved by the North Carolina Secretary of State, having as a registered agent Ilse Tolles, and a registered office address of 822 Locust Street, Suite 200, Hendersonville, NC 28792, R Four Holdings having a 39.92% undivided interest in the common areas as the owner of Suites 200 and 300 of the Locust Street Condominium.

c. Hunting Creek Associates, LLC, a North Carolina limited liability company, having a mailing address of P.O. Box 583, Morganton, NC 28680, Hunting Creek Associates having an undivided 28.45% interest in the common areas as the owner of Suite 400 of the Locust Street Condominium.

3. The 822 Locust Street Condominium Owners' Association due to the duties imposed by the Declaration of Condominium, Covenants and Restrictions for 822 Locust Street Condominium recorded in Book 1301 at Page 682, or the Henderson County Registry, as amended in Book 1349 at Page 427 and Book 1592 at Page 390 of the Henderson County Registry, and including any other amendments thereto.

Although the current conditions described above also constitute violations of Sections 12-36, 12-37, 12-37(5), and 12-37(17) of the Hendersonville City Code, for the reasons stated in Respondent ACB's Motion to Dismiss, and due to the urgency with which repairs are needed to the Retaining Wall, remedies under Chapter 12 of the Hendersonville City Code are not being pursued at this time. The CEO recommends, and will seek approval from City Council, for the City of Hendersonville to proceed as follows:

1. Proceed with summary abatement of the public nuisance posed by the conditions of the Retaining Wall, including all conditions which pose an immediate danger and are prejudicial to the public health and safety, are seriously dangerous and seriously prejudicial to the public health or safety, and constitute a public health and safety nuisance which demand urgent or immediate corrective action.
2. Use any available methods, procedures or remedies as necessary or convenient to access to property and to carry out the summary abatement.
3. File any legal actions in court at law or in equity necessary or convenient to carry out the summary abatement, including but not limited to a civil action in Superior Court requesting the Court to determine the persons or entities responsible for reimbursing the City for its costs incurred in abating the public nuisance described above, and if such costs are left unpaid, determining which properties shall be subject to the lien imposed by N.C. Gen. Stat. § 160A-193. Any legal action should join the potentially responsible parties identified by this order, and any other necessary parties to the action.
4. As part of any legal action, including the civil action proposed, request such other relief as may be determined to be appropriate and allowable under applicable law by the City Attorney as part of the civil action, including but limited to attorneys' fees and costs as may be deemed just and proper.

This the 24 day of June, 2021.

BY: _____
Tyler Henry, Code Enforcement Officer
Code Enforcement Officer
100 N. King Street
Community Development Dept. – Planning Division Phone: 828-697-3010

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE SUMMARY ABATEMENT PURSUANT N.C.G.S. § 160A-193 AND SECTION 26-193(c) OF THE CODE OF ORDINANCES FOR THE CITY OF HENDERSONVILLE

WHEREAS, City Council is in receipt of a June 24, 2021 decision from the Code Enforcement Officer, Tyler Henry, recommending that the City of Hendersonville proceed with the summary abatement of a public nuisance existing on or about the 822 Locust Street Condominium located in Hendersonville, NC, including legal actions, methods and procedures as necessary or convenient to abate the nuisance; and

WHEREAS, City Council wishes to authorize the actions as recommended by Tyler Henry;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that Code Enforcement Officer Tyler Henry, Community Development Director Lew Holloway, City Manager John Connet, City Attorney Angela Beeker, shall have the authority to do the following:

1. Proceed with summary abatement of the public nuisance posed by the conditions of the Retaining Wall, including all conditions which pose an immediate danger and are prejudicial to the public health and safety, are seriously dangerous and seriously prejudicial to the public health or safety, and constitute a public health and safety nuisance which demand urgent or immediate corrective action.
2. Use any available methods, procedures or remedies as necessary or convenient to access to property and to carry out the summary abatement.
3. File any legal actions in court at law or in equity necessary or convenient to carry out the summary abatement, including but not limited to a civil action in Superior Court requesting the Court to determine the persons or entities responsible for reimbursing the City for its costs incurred in abating the public nuisance described above, and if such costs are left unpaid, determining which properties shall be subject to the lien imposed by N.C. Gen. Stat. § 160A-193. Any legal action should join the potentially responsible parties identified by this order, and any other necessary parties to the action.
4. As part of any legal action, including the civil action proposed, request such other relief as may be determined to be appropriate and allowable under applicable law by the City Attorney, including but limited to attorneys' fees and costs as may be deemed just and proper.
5. Take any other actions, or enter into any contracts, as necessary or convenient to carry out the actions authorized by this Resolution, except that where a budget amendment is necessary, such amendment must be brought to City Council for approval.
6. Retain outside legal counsel without securing additional authorization from City Council to represent the City in any legal action filed, and as otherwise necessary or convenient to carry out the actions authorized by this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Chief Blair Myhand **MEETING DATE:** July 1, 2021

AGENDA SECTION: CONSENT **DEPARTMENT:** Police

TITLE OF ITEM: Resolution by the City of Hendersonville City Council authorizing the engagement of Smith, Rodgers & Aldridge, Pllc for Legal Services Related to the City of Hendersonville Police Department *–Blair Myhand, Chief*

SUGGESTED MOTION(S)

I move that City Council approve the Resolution authorizing the engagement of Smith, Rodgers & Aldridge, Pllc for providing real-time legal services related to the City of Hendersonville Police Department as presented.

SUMMARY:

The City of Hendersonville Police Department needs specific legal counsel on law enforcement related issues.

The City of Hendersonville Police Department proposes to engage Smith, Rodgers & Aldridge, PLLC for the purposes of providing real-time legal advice in criminal investigations or other law enforcement circumstances, as allowed under applicable laws.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Resolution-Authorizing the Engagement of Smith, Rodgers & Aldridge, PLLC 07-01-21

Resolution #

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE ENGAGEMENT OF SMITH, RODGERS & ALDRIDGE, PLLC_ FOR LEGAL SERVICES RELATED TO THE CITY OF HENDERSONVILLE POLICE DEPARTMENT

WHEREAS, the City of Hendersonville Police Department needs specific legal counsel on law enforcement related issues; and

WHEREAS, the City of Hendersonville Police Department proposes to engage Smith, Rodgers & Aldridge, PLLC for the purposes of providing real-time legal advice in criminal investigations or other law enforcement circumstances, as allowed under applicable laws; and

WHEREAS, City Council wishes to engage the services of outside counsel for the purposes of providing real-time legal advice in criminal investigations or other law enforcement circumstance, as allowed under applicable laws;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville hereby selects the firm of Smith, Rodgers & Aldridge, PLLC to provide legal services to the Police Department for any matters related to criminal investigations or other law enforcement circumstance.
2. The Chief of Police is authorized to execute the engagement letters for these services dated July 1, 2021, on behalf of the City of Hendersonville as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

SMITH RODGERS & ALDRIDGE, PLLC
ATTORNEYS AT LAW
PO BOX 4803
GREENSBORO, NC 27404-4803
336-691-7058

Federal Tax ID: 56-2229249

www.policehelp.net
info@policehelp.net

June 11, 2021

INVOICE

To: Hendersonville Police Department

Total Amount Due……..$14,812

For: Annual Contract, 24/7 Law Enforcement Legal Support (for term July 1, 2021 through June 30, 2022).

Terms: *Due and payable for Commencement of Services*

Please remit payment to Smith Rodgers & Aldridge PLLC
PO Box 4803, Greensboro NC 27404-4803

Thank you for your continued confidence in Smith Rodgers & Aldridge, PLLC

SMITH RODGERS & ALDRIDGE, PLLC

A Professional Limited Liability Company

Contract to Retain Smith Rodgers & Aldridge PLLC for 24-Hour Law Enforcement Legal Support

Agreement made by and between the **Hendersonville Police Department (**hereinafter the "Client") and Smith Rodgers & Aldridge PLLC; (hereinafter the "Attorneys" or "SRA").

SECTION ONE
PURPOSE AND NATURE OF EMPLOYMENT

In recognition of the legally-intensive and high-consequence nature of police supervisory decision-making, the Client employs the Attorneys to provide state-of-the-art "24/7" legal consultation services in support of the performance demands placed upon modern professional law enforcement organizations operating in an increasingly complex justice system. Under this contract, consultation provided to the Client by the Attorneys will generally pertain to "real-time" or "tactical" legal needs arising under either of two circumstances:

(1) Criminal investigations for which real-time police decision-making requires or may be enhanced by the judgment and intervention of skilled police counsel, and with the objective of maximizing the ultimate admissibility of criminal evidence or probability of a successful court prosecution;

(2) Legal uncertainty arising as the result of any other law enforcement tactical situation, law enforcement response incident, or law enforcement circumstance for which imminent police action or supervisory-level decision-making may expose the Client, its agents and employees, to civil liability risk.

By the terms of this contract, the Attorneys shall be available for real-time law enforcement legal consultation 24-hours a day, 365 days a year, without absence or leave for holiday, sick time, "day off," or other interruption of service (barring extraordinary and unforeseen circumstances). The Attorneys shall be prepared for continuous availability for the immediate and real-time consultation needs of the Client, to include maintaining law enforcement legal subject matter expertise as well as continuous telephone access, maintaining access to essential legal resource materials at all times (including while "away from the office"), and by taking such other and further steps as may be expeditious in meeting the "continuously on call" demands of the Client's reasonable expectations under this contract.

As necessary to keep 24/7 tactical legal fees affordably priced for all agencies, the parties agree as follows: This legal services contract is for the Client's "real-time" or "tactical" legal questions only. Examples of real-time tactical questions are as set forth on the firm's website (see homepage, "**Sample Client Calls**" www.policehelp.net). Tactical legal questions do *not* include such matters as on-site legal training, policy revision projects, review or drafting of legal instruments, time-intensive research projects, negotiation of conflicts or strategies with outside counsel, filing motions or briefs, litigation or court appearances, management of subpoena objections, travel, or conferencing. Additional legal services can be billed or paid by separate agreement or "proposed invoice" upon agreement with client.

Client requests for tactical real-time legal services will be handled by the Attorneys without limitation, regardless of the number of such requests received, their complexity, or the day of week or time of day such requests are initiated. These requests for service will be handled in real-time by the Attorneys around-the-clock. In all cases, Client's telephone calls to the SRA 24-hour response line, regardless of nature, will be handled immediately by a qualified SRA Attorney. [The term "Attorney" as used in this Agreement may in some instances include a specially-trained paralegal working under the supervision of an attorney.]

Legal consultation shall generally be by telephone. In the event of a legal consultation need for which the Client desires assistance, the Client shall contact the SRA 24-hour switchboard and thereupon inform the receptionist of the general nature of the legal issue. The SRA receptionist shall immediately "call out" (page) the designated

attorney(s) who will immediately contact the Client at the phone number provided.

The Attorneys undertake to provide legal consultation and advice consistent with prevailing legal standards, not necessarily the Client's internal policy and procedure. The Client will conform the legal advice provided to more restrictive internal policy and procedure should such be necessary or appropriate in the judgment of the Client.

The parties agree that law enforcement legal inquiries not requiring real-time analysis, including matters that can be more leisurely or effectively referred to the offices of district attorneys, attorneys general, or city/county attorneys (etc.), should ordinarily be directed to those offices for resolution in accordance with their standard operating hours and practices. The parties agree and understand that such "coordination of services" is for the universal benefit of all SRA law enforcement Clients statewide, and serves to keep SRA "emergency lines open" while ensuring that 24-hour police consultation services remain practical, affordable, and cost-effective.

In recognition of the importance of the law enforcement command structure, the Attorneys and Client agree that it may be advisable for officers to first attempt to resolve legal uncertainties with an immediate supervisor prior to seeking to initiate services under the contract. Further, Chiefs and Sheriffs in their judgment may elect to designate a specific command level threshold (such as Lieutenant or Captain) through which authorization must be granted in order to initiate services under the contract. The parties agree and understand that the consultation services provided under the contract are principally for the Chief/Sheriff and command staff. Officers working in special assignments or functions (such as CID, civil process deputies and execution specialists, narcotics investigators, youth division detectives, etc.) may be granted permission to initiate services without the intervention or approval of a supervisor.
The parties agree that this Agreement is not an employment contract, and that the Attorneys are not and will not be employees of the Client.

SECTION TWO
LIMITATION OF REPRESENTATION

The parties understand and agree that the Attorneys' services on behalf of the Client shall be limited to those activities delineated in Section One. It is expressly agreed that the Attorneys will not serve as trial counsel, or otherwise undertake to replace the services ordinarily available through the offices of city/county attorneys, district attorneys, or other government counsel offices operating on standard schedules.

And whereas the legal services to be provided under this contract may tend to be "emergency" in nature; and whereas the Client will ordinarily be seeking expedited if not instantaneous legal opinions to guide its prospective and imminent law enforcement actions, it is further acknowledged and expressly agreed by all parties that the attorneys will undertake to provide expedited legal opinions in such instances, and that the attorneys may and will formulate and communicate such legal opinions "on the spot" without the benefit of the incident-specific legal research opportunities and time-intensive deliberations and reflections customary in conventional private practice settings.

SECTION THREE
CONFLICT OF INTEREST

The Client and the Attorneys acknowledge that in the course of a given legal inquiry, the legal interests of the Client Agency and the legal interests of individual officer(s) may potentially conflict. In such circumstance the Attorneys will provide legal consultation that in their judgment will serve the best interests of the police agency Client. The Attorneys do not undertake to represent the legal interests of individual officers where the interests of officer(s) may be in conflict with those of the Client.

SECTION FOUR
ATTORNEYS' FEES

The Client agrees to pay the Attorneys, upon execution of this Contract, a fee of **Fourteen Thousand Eight Hundred and Twelve Dollars ($14,812.00)** to assure that the Attorneys shall be available for the term set forth in Section

Five below to provide the legal services and expertise set forth in Section One above. This fee constitutes the full sum payable by the Client for the term of services. This fee is not refundable, as it represents a fee for the Attorneys' continuous availability and expertise over the life of the Contract, and is not in the nature of a fee for specific services rendered. *[NOTE: The fee would be refundable if for any reason required by the Rules of Professional Conduct of the North Carolina State Bar.]*

SECTION FIVE
EFFECTIVE DATE/TERM

This Agreement shall be in effect for one year, beginning **July 1**, **2021** and ending **June 30, 2022**.

SECTION SIX
AVAILABILITY OF TELEPHONE SERVICE

The Attorneys will make reasonable efforts to ensure that they are available by telephone and pager as set forth in Section One above. Availability will include the occasional use of cellular phones as well as conventional landline phones. Cellular coverage may vary depending on location, terrain, atmospheric conditions, and equipment. The Attorneys undertake to avail themselves of the best cellular coverage and equipment possible, but cannot be responsible for coverage problems beyond their control. The Client approves the use of pagers and cellular phones under the terms of this Agreement, accepting these limitations and acknowledging that cellular communications may be intercepted by individuals with certain equipment. Client cell phones, if desired, are provided by Client at Client's expense.

SECTION SEVEN
TERMINATION

Either party to this contract may, at any time, terminate the services described in Section One, upon notice to the other party. In such event, the parties agree that the Attorneys shall return to the Client a pro-rata share of the retainer fee described in Section Four above, based on the portion of the term of this contract then remaining. The pro-rata refund will be calculated based on the number of days remaining in the contract.

SECTION EIGHT
NOTICE

Any notices required under this contract shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended, or if delivered at or sent by registered or certified mail to the business address of the person for whom it is intended, as specified in this Agreement. The addresses are specified as the following:

SMITH RODGERS & ALDRIDGE PLLC
Post Office Box 4803
Greensboro, NC 27404-4803

Chief of Police Blair Myhand
160 6th Avenue East
Hendersonville, North Carolina 28792

SECTION NINE
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION TEN
MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, EACH PARTY TO THIS AGREEMENT HAS CAUSED IT TO BE EXECUTED AT GREENSBORO/ HENDERSONVILLE, NORTH CAROLINA, ON THE DATES INDICATED BELOW.

SMITH RODGERS & ALDRIDGE PLLC

BY: /s/ Kevin Smith June 11, 2021
(date)

HENDERSONVILLE POLICE DEPARTMENT
(or City of Hendersonville)

BY: _____
(date)

SMITH RODGERS, PLLC
P.O.BOX 4803
GREENSBORO, NC 27404
(336) 691-7058
info@policehelp.net
www.policehelp.net

E-VERIFY/ IRAN DIVESTMENT ACT/ ISRAEL NON-BOYCOTT STATEMENT

E-VERIFY: Smith Rodgers, PLLC verifies compliance with the requirements of ARTICE 2 of Chapter 64 of the North Carolina General Statutes. Smith Rodgers employs less than 25 employees and does not use subcontractors.

IRAN DIVESTMENT ACT CERTIFICATION:

Smith Rodgers, PLLC certifies that we are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. We shall not use any subcontractor on aforementioned list.

ISRAEL NON-BOYCOTT STATEMENT:

Smith Rodgers, PLLC certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. Smith Rodgers acknowledges that it is the responsibility of each contractor to monitor compliance with this restriction. Smith Rodgers has read and is familiar with the definitions applicable to the foregoing citation.

VENDOR SIGNATURE: M. K. S

TITLE: MANAGING PARTNER **DATE:** 2-1-2021

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Chief Blair Myhand **MEETING DATE:** July 1, 2021

AGENDA SECTION: PRESENTATIONS **DEPARTMENT:** Police

TITLE OF ITEM: Resolution to Recognize Distinguished Service to the City of Hendersonville and Awarding of Service Side Arm and Badge – *Blair Myhand, Chief*

SUGGESTED MOTION(S):

I move that City Council approve the Resolution to recognize distinguished service to the City of Hendersonville and awarding of service side arm and badge to Lieutenant Leon Worthy for a cost of $1.00 as presented.

SUMMARY:

The City of Hendersonville recognizes and appreciates the service provided to the citizens of our community by the commitment of sworn law enforcement officers of the Hendersonville Police Department.

North Carolina General Statute 20-187.2 and City of Hendersonville Policy Granting of Badges and Service Side Arms for Sworn Law Enforcement Officers enables the City Council to award a retiring member or surviving relatives, the badge and service side arm of law enforcement officers.

Lieutenant Leon Worthy has served the citizens of the City of Hendersonville for 22 years.

The attached resolution will allow the Hendersonville Police Department to award retiring Lieutenant Leon Worthy with his badge and service side arm for a cost of $1.00.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? Yes

If no, describe how it will be funded.

ATTACHMENTS:

Resolution-Leon Worthy-Service Side Arm and Badge

Resolution #

RESOLUTION TO RECOGNIZE DISTINGUISHED SERVICE TO THE CITY OF HENDERSONVILLE AND AWARDING OF SERVICE SIDE ARM

WHEREAS, North Carolina General Statutes 20-187.2 provides that retiring members of law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service; and

WHEREAS, NCGS 20-187.2 further provides that the governing body of the governing law enforcement agency may, at its discretion, award to a retiring member their service side arm, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law; and

WHEREAS, the City of Hendersonville hereby recognizes **22 years** of distinguished service as a law enforcement officer by **Leon Worthy** for the City of Hendersonville and its residents; and

WHEREAS, the City of Hendersonville wishes to recognize **Lieutenant Leon Worthy's** service in a manner that is customary for persons retiring from distinguished law enforcement service; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville that the City of Hendersonville hereby awards to **Lieutenant Leon Worthy** his service side arm, **Glock model 45, 9 mm, serial number BLPU706**, for a cost of $1.00 as determined in the Policy for the Granting of Badges and Service Side Arms for Sworn Law Enforcement Officers, as a token of appreciation for his many years of service and dedication to the City of Hendersonville and its residents.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** July 1, 2021

AGENDA SECTION: PRESENTATION **DEPARTMENT:** Administration

TITLE OF ITEM: Annual Update from the Animal Advisory Committee – *Caroline Gunther, Chair*

SUGGESTED MOTION(S):

EnterMotionHere

SUMMARY:

Caroline Gunther, Animal Advisory Chair, will provide a brief report on the activities of the Animal Advisory Committee.

BUDGET IMPACT: $ NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

None

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:	Lew Holloway	**MEETING DATE:**	July 1, 2021
AGENDA SECTION:	Public Hearing	**DEPARTMENT:**	Community Development - Planning Division

TITLE OF ITEM, Presenter Name, Title: Street Closure: A portion of right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-855. (P21-32-SCL) – *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S): I move that City Council adopt an order permanently closing a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN 9568-86-855 as petitioned by Ron & Maryann Merker.

SUMMARY:

The City has received an application from Ron & Maryann Merker to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to their property at 401 S Gove St (PIN 9568-86-855). A plat is included.

General Statue 160A-299 outline procedures and provides the City with authority for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. This step was completed at your June 3rd, 2021 regular session of City Council. At the public hearing to be held at your July 1st, 2021 regular session of City Council, any person may be heard on the question of whether the closing would be detrimental to the public interest or the property rights of any individual.

PETITION NUMBER: P21-32-SCL

PETITIONER NAME: Ron & Maryann Merker

ATTACHMENTS:

- Order to Permanently Close a portion of unimproved ROW
- Right-of-Way Closure Plat
- Application
- Merker Deed
- Highway Right-of-Way Deed

ORDER # _____

ORDER TO PERMANENTLY CLOSE, AN UNOPENED, UNIMPROVED PORTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN THE INTERSECTION OF E. BARNWELL STREET AND S. GROVE STREET LOCATED ADJACENT TO PIN 9568-86-8555

(Petition From Ronald and Maryann Merker)

NORTH CAROLINA
HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statue Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing such streets or alleyways; and

WHEREAS, Ronald and Maryann Merker, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN of 9568-86-8555; an

WHEREAS, on June 3rd, 2021, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close portions of these streets and setting July 1st, 2021 as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Times-News (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the first day of July 2021.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the street portion hereafter described are not contrary to the public interest.

2. No individual owning property in the vicinity of the streets or in the subdivision in which it is located would be deprived by the closing of such streets of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

Beginning on a new iron pin, said iron pin being located S83°40'00" E 24.33 feet and S 28°20'51" E 9.25 feet from a drill hole in concrete shown on SLIDE 9962 and being the North West corner of D.B. 657, PG. 805. From said beginning point along the edge of the existing asphalt parking area the following 10 calls: S71°52'15"E 5.04 feet to a new iron pin, thence S57°29'14"E 22.90 feet to a new iron pin, thence S42°56'51"E 7.90 feet to a new iron pin, thence S36°22'19"E 12.17 feet to a new iron pin, thence S27°16'58"E 14.42 feet to a new iron pin, thence S12°25'57"E 46.11 feet to a new iron pin, thence S18°45'11"E 9.40 feet to a new iron pin, thence S31°06'02"E 7.40 feet to a new iron pin, thence S55°25'17"E 5.81 feet to a new iron pin, thence S22°54'45"E 31.39 feet to an existing 5/8" iron pin. Thence N32°32'37"W 36.24 feet to a point, thence N31°37'17"W 21.09 feet to a point, thence N28°20'51"W 92.22 feet to a point, thence N28°20'51"W 5.79 feet to the point and place of beginning. Containing 0.034 Acres (1462.5 sq. ft) and being a portion of the right of way of the southwest side of the intersection of E Barnwell Street and S Grove Street.

The foregoing is also shown on that plat attached hereto and incorporated by reference as Exhibit A.

2. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the first day of July, 2021.

_____
Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a notary public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk, in her capacity as Mayor of the City of Hendersonville, Angela L. Reece, in her capacity as City Clerk, and Angela S. Beeker, in her capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____.

_____

My commission expires _____

CERTIFICATE OF MAILING

This is to certify that the foregoing document has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

1. Ronald & Maryann Merker – 187 E. Caswell St.

Terri Swann — 6/10/21

Terri Swann — Date
Administrative Assistant, Community Development Department

Henderson County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document: Certificate of mailing.

Date: 6/10/2021

Notary Signature: Lisa N Stepp

Notary Printed Name: Lisa N Stepp

My Commission Expires: September 5, 2021

LISA N STEPP (Official Seal) NOTARY PUBLIC HENDERSON COUNTY, NC

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette

Order Confirmation

Not an Invoice

Comm. Dev. 010-1200-531205-0000-010-000-00000-00000

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	06/07/2021
Order Number:	5943348
Prepayment Amount:	$ 0.00

Column Count:	1
Line Count:	183.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	4	06/09/2021 - 06/30/2021	Govt Public Notices
HEN blueridgenow.com	4	06/09/2021 - 06/30/2021	Govt Public Notices

Total Order Confirmation	**$92.84**

Ad Preview

Resolution #R-21-39
RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO CLOSE A POSTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN THE INTERSECTION OF E. BARNWELL STREET AND S. GROVE STREET LOCATED ADJACENT TO PIN 9568-86-8555

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, Ronald and Maryann Merker, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN of 9568-86-8551; and

WHEREAS, Ron P. Merker and wife, Maryann Merker granted a Deed for Highway Right-of-Way to the North Carolina Dept. of Transportation (NCDOT) pursuant to that deed recorded in the Henderson County Registry in Deed Book 1362 at page 430; and

WHEREAS, NCDOT has previously abandoned maintenance of the subject portion of the right-of-way requested for closure, but has not yet abandoned the right of way; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 1st day of July 2021, in the Assembly Room of the City Operations Building at 305 Williams St to consider closing a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-8555. Persons shall be allowed to attend and comment in person or via Zoom at the following address:
https://zoom.us/j/95746846396#wc=Ym9kOGtHcjRFV1lWVVE1eUEyTVg1TlZLZz09#success
Dial-in by phone: (646) 558-8656
Meeting ID: 957 4684 6396
Passcode: 28792
Written comments may be submitted prior to the public hearing on the City's webpage at www.hendersonvillenc.gov/public-comment or directly to the City Clerk, Angela Reece, greece@hvlnc.gov 160 6th Ave East, Hendersonville, NC 28792.
2. The legal description for the portion of the subject right-of-way proposed for closing is as follows:
Beginning on a new iron pin, said iron pin being located S83°40'00" E 24.33 feet and S 28°20'51" E 9.25 feet from a drill hole in concrete shown on SLIDE 9962 and being the North West corner of D.B. 657, PG. 805. From said beginning point along the edge of the existing asphalt parking area the following 10 calls: S71°52'15"E 5.04 feet to a new iron pin, thence S37°29'14"E 22.90 feet to a new iron pin, thence S42°56'57"E 7.90 feet to a new iron pin, thence S36°22'19"E 12.17 feet to a new iron pin, thence S27°16'58"E 14.42 feet to a new iron pin, thence S12°25'57"E 46.11 feet to a new iron pin, thence S18°45'11"E 9.40 feet to a new iron pin, thence S31°06'02"E 7.40 feet to a new iron pin, thence S55°25'17"E 5.81 feet to a new iron pin, thence S22°34'45"E 31.29 feet to an existing 5/8" iron pin. Thence N33°32'29"W 36.24 feet to a point, thence N31°37'17"W 21.09 feet to a point, thence N28°20'51"W 92.22 feet to a point, thence N28°20'51"W 5.79 feet to the point and place of beginning. Containing 0.034 Acres (1462.5 sq. ft) and being a portion of the right of way of the southwest side of the intersection of E. Barnwell Street and S. Grove Street.
The above described portion of S. Grove St & E. Barnwell St right-of-way to be closed will also be shown on a plat to be recorded in the Henderson County Registry if asproved by City Council.
3. At the close of the public hearing, it is the intent of City Council to close the proposed portion of the subject right-of-way, said closure to be effective upon the consent of the NCDOT to said closure.
4. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
5. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
6. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two places along the portion of S. Grove St. and E. Barnwell St. proposed for closure as required by NC General Statute 160A-299.
Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.
Attest: Barbara G. Volk, Mayor, City of Hendersonville
Angela L. Reece, City Clerk
Approved as to form: Angela S. Beeker, City Attorney
6/9, 6/16, 6/23, 6/30 3943348

Resolution #R-21-39

RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO CLOSE A PORTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN THE INTERSECTION OF E. BARNWELL STREET AND S. GROVE STREET LOCATED ADJACENT TO PIN 9568-86-8555

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, Ronald and Maryann Merker, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN of 9568-86-855; and

WHEREAS, Ron P. Merker and wife, Maryann Merker granted a Deed for Highway Right-of-Way to the North Carolina Dept. of Transportation (NCDOT) pursuant to that deed recorded in the Henderson County Registry in Deed Book 1362 at page 430; and

WHEREAS, NCDOT has previously abandoned maintenance of the subject portion of the right-of-way requested for closure, but has not yet abandoned the right of way; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 1st day of July 2021, in the Assembly Room of the City Operations Building at 305 Williams St to consider closing a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-8555. Persons shall be allowed to attend and comment in person or via Zoom at the following address:

   https://zoom.us/j/95746846396?pwd=YmlXdXdHcjRFVlM2VElqcEVwT1ZLZz09#success

   Dial-in by phone: (646) 558-8656
   Meeting ID: 957 4684 6396
   Passcode: 28792

   Written comments may be submitted prior to the public hearing on the City's webpage at www.hendersonvillenc.gov/public-comment or directly to the City Clerk, Angela Reece, areece@hvlnc.gov 160 6th Ave East, Hendersonville, NC 28792.

2. The legal description for the portion of the subject right-of-way proposed for closing is as follows:

Beginning on a new iron pin, said iron pin being located S83°40’00” E 24.33 feet and S 28°20’51” E 9.25 feet from a drill hole in concrete shown on SLIDE 9962 and being the North West corner of D.B. 657, PG. 805. From said beginning point along the edge of the existing asphalt parking area the following 10 calls: S71°52’15”E 5.04 feet to a new iron pin, thence S57°29’14”E 22.90 feet to a new iron pin, thence S42°56’51”E 7.90 feet to a new iron pin, thence S36°22’19”E 12.17 feet to a new iron pin, thence S27°16’58”E 14.42 feet to a new iron pin, thence S12°25’57”E 46.11 feet to a new iron pin, thence S18°45’11”E 9.40 feet to a new iron pin, thence S31°06’02”E 7.40 feet to a new iron pin, thence S55°25’17”E 5.81 feet to a new iron pin, thence S22°54’45”E 31.39 feet to an existing 5/8” iron pin. Thence N32°32’37”W 36.24 feet to a point, thence N31°37’17”W 21.09 feet to a point, thence N28°20’51”W 92.22 feet to a point, thence N28°20’51”W 5.79 feet to the point and place of beginning. Containing 0.034 Acres (1462.5 sq. ft) and being a portion of the right of way of the southwest side of the intersection of E Barnwell Street and S Grove Street.

The above-described portion of S. Grove St & E. Barnwell St right-of-way to be closed will also be shown on a plat to be recorded in the Henderson County Registry if approved by City Council.

3. At the close of the public hearing, it is the intent of City Council to close the proposed portion of the subject right-of-way, said closure to be effective upon the consent of the NCDOT to said closure.

4. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.

5. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.

6. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two places along the portion of S. Grove St. and E. Barnwell St. proposed for closure as required by NC General Statute 160A-299.

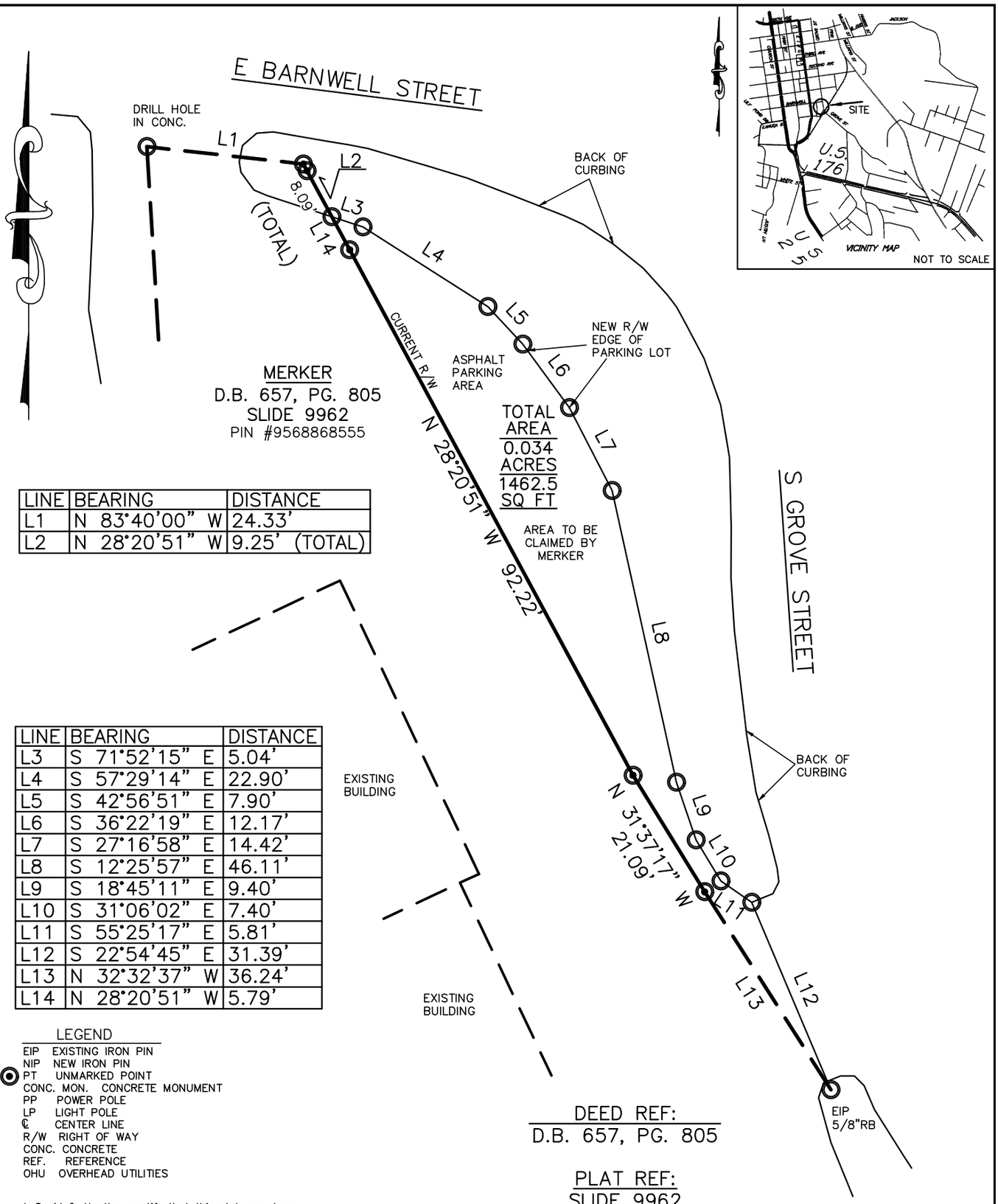
Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:_ _____
Angela S. Beeker, City Attorney

Publish on June 9, 16, 23, 30



LINE	BEARING	DISTANCE
L1	N 83°40'00" W	24.33'
L2	N 28°20'51" W	9.25' (TOTAL)

LINE	BEARING	DISTANCE
L3	S 71°52'15" E	5.04'
L4	S 57°29'14" E	22.90'
L5	S 42°56'51" E	7.90'
L6	S 36°22'19" E	12.17'
L7	S 27°16'58" E	14.42'
L8	S 12°25'57" E	46.11'
L9	S 18°45'11" E	9.40'
L10	S 31°06'02" E	7.40'
L11	S 55°25'17" E	5.81'
L12	S 22°54'45" E	31.39'
L13	N 32°32'37" W	36.24'
L14	N 28°20'51" W	5.79'

LEGEND

EIP EXISTING IRON PIN
NIP NEW IRON PIN
PT UNMARKED POINT
CONC. MON. CONCRETE MONUMENT
PP POWER POLE
LP LIGHT POLE
℄ CENTER LINE
R/W RIGHT OF WAY
CONC. CONCRETE
REF. REFERENCE
OHU OVERHEAD UTILITIES

I, David C. Huntley. certify that this plat was drawn under my supervision from an actual survey made under my supervision (Deed description recorded in Bk. 657, Pg. 805); that the boundaries not surveyed are clearly indicated as drawn from information found in Bk. N/A, Pg. N/A; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S.47-30 as amended. Witness my original signature, registration number, and seal this 21st day of May, 2021.

David C. Huntley PLS L-3204

DEED REF:
D.B. 657, PG. 805

PLAT REF:
SLIDE 9962

UNRECORDED PROPERTY ACQUISITION PLAT
TITLED "BRIDGE NO.205 ON SR 1764 (OLD SPARTANBURG HWY) OVER MUD CREEK" DATED 09/14/2006

20 0 20 40 60
GRAPHIC SCALE – FEET

NORTH CAROLINA PROFESSIONAL SEAL L-3204 LAND SURVEYOR DAVID C. HUNTLEY

D.C. HUNTLEY PLS L-3204
C-1963

STATE OF NORTH CAROLINA
HENDERSON COUNTY
HENDERSONVILLE TOWNSHIP

RIGHT OF WAY CLOSURE PLAT
FOR RON P. AND
MARRYANN MERKER

DAVID C. HUNTLEY
& ASSOCIATES, INC.
675 MAPLE STREET
HENDERSONVILLE, NC 28792
(828) 693-8077

SURVEY DCH
DRAWN WLH
SCALE 1" = 20 FT.
DATE: 12/31/2020
DWG. NO. 7390

Petition to Permanently Close a Street/Alley

The following are required to constitute a complete application for closing a street or alley: This form including the signature(s) of the property owner(s) adjoining the street or alley. Appropriate fee. A copy of the deed indicating ownership of the property. A survey plat (8 1/2" x 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. A typed boundary description of the area to be closed, in digital format if possible.

Date:

5-3-21

Name of street/alley:

S. Grove St

List 10 digit PIN or 7 digit PID number:

9568-86-8555

Are you proposing to close a street or alley?

☐ STREET ☐ ALLEY

Are you closing all or a portion of the street/alley?

☐ ALL ☐ PORTION

Upload survey, deed, and typed boundary description:

Upload or drag files here.

Applicant Name: *

First Ronald Last Merker

Address

Address Line 1 187 E Caswell St

Address Line 2

City Hendersonville State NC Zip Code 28792

Phone

828-697-7482

Email

rmchrysler@gmail.com

Property Owner Name:

First Ronald Last Merker

Address

Address Line 1 401 S. Grove St.

Address Line 2

City Hendersonville State NC Zip Code 28792

Signature * Ronald P Merker

Printed Name: *

Ronald P. Merker

043741

STATE OF NORTH CAROLINA

MAY-3'85

P.B. 10749

Real Estate Excise Tax

$30.00

Filed and recorded in the Register of Deeds Office for Henderson County, N. C. this 3 day of May, 1985 at 4:45 o'clock P M. in Book 657 at page 805.

Ruby H Moore
Register of Deeds

By Gladys Simpson
Asst

Excise Tax $30

Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to JAMES E. CREEKMAN

.....

This instrument was prepared by JAMES E. CREEKMAN

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 29th day of March, 1985, by and between

GRANTOR	GRANTEE
D. O. THOMPSON, JR. and wife BRENDA U. THOMPSON	RON P. MERKER and wife MARYANN MERKER Box 293 Rt 4 Crab Creek Rd Hendersonville 28739

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Hendersonville Township, Henderson County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof by reference.

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc.-1981.

806

The property hereinabove described was acquired by Grantor by instrument recorded in .....

.....

A map showing the above described property is recorded in Plat Book ..... page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

USE BLACK INK ONLY

.....
(Corporate Name)

By: .....

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

D. O. Thompson, Jr. (SEAL)
D. O. THOMSPON, JR.

Brenda U. Thompson (SEAL)
BRENDA U. THOMPSON

.....(SEAL)

.....(SEAL)

SEAL-STAMP

NORTH CAROLINA, Henderson County.

I, a Notary Public of the County and State aforesaid, certify that D. O. Thompson, Jr. and Brenda U. Thompson Grantor

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 29 day of March 1982.

My commission expires: Sept. 29, 1986 Rhonda L. Hughes Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, ...County.

I, a Notary Public of the County and State aforesaid, certify that .....,

personally came before me this day and acknowledged that ____ he is ..... Secretary of ..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary.

Witness my hand and official stamp or seal, this .....day of ....., 19.....

My commission expires: ..... Notary Public

Use Black Ink

The foregoing Certificate(s) of Rhonda L Hughes

is/~~are~~ certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Ruby H Mannerell REGISTER OF DEEDS FOR Henderson COUNTY

By Bladys Simpson Deputy/Assistant - Register of Deeds

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.

POOLE PRINTING CO., INC. P.O. BOX 17376 RALEIGH, N.C. 27619

Printed by Agreement with the N.C. Bar Assoc.-1981.

Exhibit A to deed from D. O. Thompson, Jr., and wife Brenda U. Thompson to Ron P. Merker and wife MaryAnn Merker, dated the 29th day of March, 1985.

BEING that property located in Hendersonville Township, Henderson County, North Carolina, and being more particularly described as follows:

BEING Lots 27, 28, 29, 30, 31, 32, 33 and 34 of the Marvin Sutherland Division as shown on the plat thereof recorded in the office of the Register of Deeds for Henderson County, North Carolina, in Deed Book 319, at Page 527, and being more particularly described under one consolidated boundary as follows:

BEGINNING at a stake at the point of intersection of the southern margin of the Barnwell Street sidewalk setback and the southwestern margin of the old Spartanburg Highway sidewalk setback, and running thence parallel with the southwestern margin of the old Spartanburg Highway the following courses and distances: South 33 deg. 06 min. East 111.1 feet; thence South 37 deg. East 28.2 feet; thence South 38 deg. East 28.2 feet; thence South 41 deg. 50 min. East 29.3 feet; thence South 47 deg. 15 min. East 47 feet to a stake at the point of intersection of the southwestern margin of the old Spartanburg Highway sidewalk setback and the northwestern margin of the Caswell Street sidewalk setback; and running thence parallel with the northwestern margin of Caswell Street (and parallel with the right of way of Transylvania Railway), South 33 deg. West 81 feet more or less to a stake, the same marking the northeast corner of Lot 26; thence with the northern line of said lot, South 81 deg. 30 min. West 122 feet more or less to a stake in the eastern margin of an unopened, 17-foot alley as shown on the aforementioned plat; thence with the eastern margin of said alley, North 11 deg. 51 min. East 26 feet, North 10 deg. 28 min. East 26.2 feet, North 7 deg. 41 min. East 25.2 feet, North 1 deg. 47 min. East 25.2 feet, North 0 deg. 08 min. West 25 feet, North 3 deg. 11 min. West 25 feet; North 6 deg. 12 min. West 25 feet; North 8 deg. 30 min. West 100 feet more or less to the southern margin of the Barnwell Street sidewalk setback; thence with the same, North 81 deg. 30 min. East 21 feet more or less to the Beginning.

BEING all of the property described in the deed from Elizabeth M. Israel, widow of Ben J. Israel, to D. O. Thompson, Jr., recorded in Deed Book 618, at Page 31, Henderson County Registry.

FILED IN HENDERSON COUNTY REGISTER OF DEEDS OFFICE. NEDRA W. MOLES, REGISTER
PBH
DATE: 5-30-08 TIME: 4:00 P.M
EXCISE TAX STAMP: $70.00
BOOK: 1362 PAGE: 430

Revenue Stamps $ 70.00

DEED FOR HIGHWAY RIGHT OF WAY

Fritschner
THIS INSTRUMENT DRAWN BY _____ CHECKED BY _____

RETURN TO: NC Department of Transportation
Teddy L. Greene
1594 E. Main Street
Sylva, NC 28779

NORTH CAROLINA
COUNTY OF Henderson
TAX MAP AND LOT _____

STATE HIGHWAY PROJECT: MA14013B
PARCEL NUMBER: MA14013B *
ROUTE: SR1764

THIS FEE SIMPLE DEED, made and entered into this the _____ day of October 20 07 by and between Ron P. Merker and wife, MaryAnn Merker

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of $ $35,000.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Hendersonville Township, Henderson County, North Carolina, which is particularly described as follows:

FEE SIMPLE RIGHT OF WAY DESCRIBED AS FOLLOWS:

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72°39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence following said existing western right-of-way and running South 42°31'49" East 28.38 feet to a point; thence running South 47°56'49" East 47.00 feet to an existing iron pipe; thence running with the existing western right-of-way of Caswell Street South 32°18'11" West 83.99 feet to an existing iron pipe on the southern property line; thence leaving said existing right-of-way and running with the southern property line South 81°55'20" West 9.64 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the arc of the curve to the left having an arc length of 10.69 feet, a radius of 65.00 feet, and a chord bearing and distance of North 06°50'55" East 10.67 feet to a NCDOT right-of-way monument; thence running North 02°08'18" East 5.07 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the arc of the curve to the right having an arc length of 47.25 feet, a radius of 115.00 feet, and a chord bearing and distance of North 13°54'28" East 46.92 feet to a point and the beginning of a curve; thence along the arc of the curve to the right having an arc length of 9.70 feet, a radius of 115.00 feet, and a chord bearing and distance of North 28°05'41" East 9.70 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the

BY: _____ (President)

ATTEST: _____ (Secretary)

MARYANN MERKER (SEAL)

_____ (SEAL)

_____ (SEAL)

Corporate Seal

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

SAMUEL H. FRITSCHNER NOTARY PUBLIC HENDERSON COUNTY, NC (Stamp/Seal)	STATE OF North Carolina COUNTY OF Henderson I, Samuel H. Fritschner a Notary Public for said County and State, so hereby certify that RON P. MERKER and wife, MARYANN MERKER GRANTORS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 30 day of May, 20 08. My commission expires 8-3-08 Notary Public
(Stamp/Seal)	STATE OF _____ COUNTY OF _____ I, _____ a Notary Public for said County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ of _____ a corporation, and that he/she, as _____ being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this the _____ day of _____, 20 _____. My commission expires _____ Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20 _____ in Book _____, Page _____ at _____ o'clock __ M.

_____ REGISTER OF DEEDS FOR _____ COUNTY

BY: _____ Deputy/Assistant - Register of Deeds

Revenue Stamps $ _____

a radius of 185.00 feet, and a chord bearing and distance of North 36 °31'32" West 23.38 feet to the point and place of beginning containing 2,413 square feet (0.055 Acres) according to a map prepared by TGS Engineers.

Acquired Right-of-Way Description #2:

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72°39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence following said existing western right-of-way and running North 42°31'49" West 0.92 feet to a point; thence running North 38°41'49" West 28.20 feet to a point; thence running North 37°41'49" West 7.11 feet to a point; thence running North 37°41'49" West 21.09 feet to a point; thence running North 34°25'23" West 92.22 feet to a point; thence running North 34°25'23" West 15.04 feet to a NCDOT right-of-way monument and the beginning of a curve, said monument being the true point and place of beginning; thence leaving said existing western right-of-way and running along the arc of the curve to the left having an arc length of 24.34 feet, a radius of 225.00 feet, and a chord bearing and distance of North 89°44'32" West 24.33 feet to a NCDOT right-of-way monument on the western property line; thence following the western property line and running North 08°15'07" West 2.45 feet to a point in the existing southern right-of-way of Barnwell Street; thence following said existing southern right-of-way and running North 82°59'34" East 21.32 feet to an existing iron pipe on the western right-of-way of SR 1764 (Old Spartanburg Highway); thence following said existing western right-of-way and running South 34°25'23" East 6.22 feet to the point and place of beginning containing 83 square feet (0.002 Acres) according to a map prepared by TGS Engineers.

This temporary easement will revert to the Grantor upon completion of the Project

Temporary Construction Easement #1:

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72°39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence leaving said existing western right-of-way and running along the arc of a curve to the left having an arc length of 23.39 feet, a radius of 185.00 feet, and a chord bearing and distance of South 36°31'32" East 23.38 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the arc of the curve to the right having an arc length of 38.72 feet, a radius of 31.40 feet, and a chord bearing and distance of South 04 °48'47" East 36.31 feet to a NCDOT right-of-way monument and the beginning of a curve; thence along the arc of the curve to the left having an arc length of 9.70 feet, a radius of 115.00 feet, and a chord bearing and distance of South 28°05'41" West 9.70 feet to a point; thence running North 13°42'09" East 22.32 feet to a point; thence running North 40°21'57" West 47.04 feet to a point; thence running North 15°57'52" West 35.68 feet to a point on the existing western right-of-way of SR 1764 (Old Spartanburg Highway); thence following said existing western right-of-way and running South 37°41'49" East 7.11 feet to a point; thence running South 38 °41'49" East 28.20 feet to a point; thence running South 42°31'49" East 0.92 feet to the point and place of beginning containing 821 square feet (0.019 Acres) according to a map prepared by TGS Engineers.

Temporary Construction Easement #2:

Beginning on a NCDOT Right-of-Way Monument, said Monument also being located on the existing western right-of-way of SR 1764 (Old Spartanburg Highway), and being more particularly located on said existing western right-of-way North 72°39'56" West 97.62 feet from NCDOT baseline control point stamped "BL-6" on the City of Hendersonville's Bridge Replacement Project #: MA14013B (Bridge No. 205 on SR 1764 (Old Spartanburg Hwy) over Mud Creek), and thence following said existing western right-of-way and running North 42°31'49" West 0.92 feet to a point; thence running North 38°41'49" West 28.20 feet to a point; thence running North 37 °41'49" West 7.11 feet to a point; thence running North 37°41'49" West 21.09 feet to a point; thence running North 34 °25'23" West 92.22 feet to the true point and place of beginning; thence leaving said existing western right-of-way and running South 88°29'38" West 30.91 feet to a point on the western property line; thence following the western property line and running North 08°15'07" West 13.46 feet to a NCDOT right-of-way monument and the beginning of a curve; thence running along the arc of the curve to the right having an arc length of 24.34 feet, a radius of 225.00 feet, and a chord bearing and distance of South 89°44'32" East 24.33 feet to a NCDOT right-of-way monument on the existing western right-of-way of SR 1764 (Old Spartanburg Highway); thence following said existing western right-of-way South 34°25'23" East 15.04 feet to the point and place of beginning containing 362 square feet (0.008 Acres) according to a map prepared by TGS Engineers.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Henderson County Registry in Deed Book 657 Page 805 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office

construction of said project or from the past, present or future use of said premises herein conveyed for any purpose for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belon DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

LOCALiQ
StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette

Order Confirmation
Not an Invoice

Comm. Dev. 010-1200-531205-0000-010-000-00000-00000

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	06/07/2021
Order Number:	5943348
Prepayment Amount:	$ 0.00

Column Count:	1
Line Count:	183.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	4	06/09/2021 - 06/30/2021	Govt Public Notices
HEN blueridgenow.com	4	06/09/2021 - 06/30/2021	Govt Public Notices

Total Order Confirmation	**$92.84**

Ad Preview

Resolution #R-21-39
RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO CLOSE A POSTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN THE INTERSECTION OF E. BARNWELL STREET AND S. GROVE STREET LOCATED ADJACENT TO PIN 9568-86-8555

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, Ronald and Maryann Merker, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN of 9568-86-8551; and

WHEREAS, Ron P. Merker and wife, Maryann Merker granted a Deed for Highway Right-of-Way to the North Carolina Dept. of Transportation (NCDOT) pursuant to that deed recorded in the Henderson County Registry in Deed Book 1362 at page 430; and

WHEREAS, NCDOT has previously abandoned maintenance of the subject portion of the right-of-way requested for closure, but has not yet abandoned the right of way; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 1st day of July 2021, in the Assembly Room of the City Operations Building at 305 Williams St to consider closing a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-8555. Persons shall be allowed to attend and comment in person or via Zoom at the following address:
https://zoom.us/j/95746864396pwd=cYmJXdXdHcIRTVJWVVE1eUEVaTlZUT09#success
Dial-in by phone: (646) 558-8656
Meeting ID: 957 4684 6396
Passcode: 28792
Written comments may be submitted prior to the public hearing on the City's webpage at www.hendersonvillenc.gov/public-comment or directly to the City Clerk, Angela Reece, greece@hvlnc.gov 160 6th Ave East, Hendersonville, NC 28792.
2. The legal description for the portion of the subject right-of-way proposed for closing is as follows:
Beginning on a new iron pin, said iron pin being located S83°40'00" E 24.33 feet and S 28°20'51" E 9.25 feet from a drill hole in concrete shown on SLIDE 9962 and being the North West corner of D.B. 657, PG. 805. From said beginning point along the edge of the existing asphalt parking area the following 10 calls: S71°52'15"E 5.04 feet to a new iron pin, thence S37°29'14"E 22.90 feet to a new iron pin, thence S42°56'57"E 7.90 feet to a new iron pin, thence S36°22'19"E 12.17 feet to a new iron pin, thence S27°16'58"E 14.42 feet to a new iron pin, thence S12°25'57"E 46.11 feet to a new iron pin, thence S18°45'11"E 9.40 feet to a new iron pin, thence S31°06'02"E 7.40 feet to a new iron pin, thence S55°25'17"E 5.81 feet to a new iron pin, thence S22°34'45"E 31.29 feet to an existing 5/8" iron pin. Thence N33°32'29"W 36.24 feet to a point, thence N31°37'17"W 21.09 feet to a point, thence N28°20'51"W 92.22 feet to a point, thence N28°20'51"W 5.79 feet to the point and place of beginning. Containing 0.034 Acres (1462.5 sq. ft) and being a portion of the right of way of the southwest side of the intersection of E. Barnwell Street and S. Grove Street.
The above described portion of S. Grove St & E. Barnwell St right-of-way to be closed will also be shown on a plat to be recorded in the Henderson County Registry if approved by City Council.
3. At the close of the public hearing, it is the intent of City Council to close the proposed portion of the subject right-of-way, said closure to be effective upon the consent of the NCDOT to said closure.
4. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
5. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
6. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two places along the portion of S. Grove St. and E. Barnwell St. proposed for closure as required by NC General Statute 160A-299.
Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.
Attest: Barbara G. Volk, Mayor, City of Hendersonville
Angela L. Reece, City Clerk
Approved as to form: Angela S. Beeker, City Attorney
6/9, 6/16, 6/23, 6/30 3943348

Resolution #R-21-39

RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO CLOSE A PORTION OF AN UNIMPROVED RIGHT-OF-WAY LYING WITHIN THE INTERSECTION OF E. BARNWELL STREET AND S. GROVE STREET LOCATED ADJACENT TO PIN 9568-86-8555

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, Ronald and Maryann Merker, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to property described in that deed recorded in the Henderson County Registry in Deed Book 657 at page 805, having PIN of 9568-86-855; and

WHEREAS, Ron P. Merker and wife, Maryann Merker granted a Deed for Highway Right-of-Way to the North Carolina Dept. of Transportation (NCDOT) pursuant to that deed recorded in the Henderson County Registry in Deed Book 1362 at page 430; and

WHEREAS, NCDOT has previously abandoned maintenance of the subject portion of the right-of-way requested for closure, but has not yet abandoned the right of way; and

WHEREAS, NC General Statute 160A-299 requires that City Council conduct a public hearing for the purpose of giving consideration to the petition; and

WHEREAS, At the public hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 1st day of July 2021, in the Assembly Room of the City Operations Building at 305 Williams St to consider closing a portion of unimproved right-of-way lying within the intersection of E. Barnwell Street and S. Grove Street located adjacent to PIN 9568-86-8555. Persons shall be allowed to attend and comment in person or via Zoom at the following address:

   https://zoom.us/j/95746846396?pwd=YmlXdXdHcjRFVlM2VElqcEVwT1ZLZz09#success

   Dial-in by phone: (646) 558-8656
   Meeting ID: 957 4684 6396
   Passcode: 28792

   Written comments may be submitted prior to the public hearing on the City's webpage at www.hendersonvillenc.gov/public-comment or directly to the City Clerk, Angela Reece, areece@hvlnc.gov 160 6th Ave East, Hendersonville, NC 28792.

2. The legal description for the portion of the subject right-of-way proposed for closing is as follows:

Beginning on a new iron pin, said iron pin being located S83°40’00” E 24.33 feet and S 28°20’51” E 9.25 feet from a drill hole in concrete shown on SLIDE 9962 and being the North West corner of D.B. 657, PG. 805. From said beginning point along the edge of the existing asphalt parking area the following 10 calls: S71°52’15”E 5.04 feet to a new iron pin, thence S57°29’14”E 22.90 feet to a new iron pin, thence S42°56’51”E 7.90 feet to a new iron pin, thence S36°22’19”E 12.17 feet to a new iron pin, thence S27°16’58”E 14.42 feet to a new iron pin, thence S12°25’57”E 46.11 feet to a new iron pin, thence S18°45’11”E 9.40 feet to a new iron pin, thence S31°06’02”E 7.40 feet to a new iron pin, thence S55°25’17”E 5.81 feet to a new iron pin, thence S22°54’45”E 31.39 feet to an existing 5/8” iron pin. Thence N32°32’37”W 36.24 feet to a point, thence N31°37’17”W 21.09 feet to a point, thence N28°20’51”W 92.22 feet to a point, thence N28°20’51”W 5.79 feet to the point and place of beginning. Containing 0.034 Acres (1462.5 sq. ft) and being a portion of the right of way of the southwest side of the intersection of E Barnwell Street and S Grove Street.

The above-described portion of S. Grove St & E. Barnwell St right-of-way to be closed will also be shown on a plat to be recorded in the Henderson County Registry if approved by City Council.

3. At the close of the public hearing, it is the intent of City Council to close the proposed portion of the subject right-of-way, said closure to be effective upon the consent of the NCDOT to said closure.

4. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.

5. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.

6. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be prominently posted in at least two places along the portion of S. Grove St. and E. Barnwell St. proposed for closure as required by NC General Statute 160A-299.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of June 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:_ _____
Angela S. Beeker, City Attorney

Publish on June 9, 16, 23, 30

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 7/1/21

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution of Proposed Acceptance of Negotiated Offer – *John Connet, City Manager*

SUGGESTED MOTION(S): I move the City Council adopt the resolution of proposed acceptance of negotiated offer received from George Terry Young Jr. for Parcel Number 111082/PIN Number 9569909023 as presented.

SUMMARY:

Mr. Terry Young has approached the City about purchasing a landlocked lot in the Ashe Street neighborhood. The lot is adjacent to property owned by his father. It is my understanding that the City acquired the lot through minimum housing enforcement or tax lien. The tax value for the property is $8,000. Mr. Young has offered to purchase the property for $8,000. Staff recommends selling the property to Mr. Young via the upset bid process.

BUDGET IMPACT: $8,000 in additional revenue

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Authorizing Resolution

Mr. Young's Offer Email

Property Information

RESOLUTION OF PROPOSED ACCEPTANCE OF NEGOTIATED OFFER

WHEREAS, the City of Hendersonville owns certain property described as that +/- 0.12 more accurately described in the Sherriff's Deed recorded in Deed Book 1516 Page 457 of the Henderson County Registry. Being the same property as described in Deed Book 495, Page 314 of the Henderson County Registry, and being identified for property tax purposes as Parcel Number 111082/PIN Number 9569909023; and

WHEREAS, North Carolina General Statute Section 160A-269 permits the City to sell property by upset bid after receiving and offer to purchase; and

WHEREAS, the City has received a NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Offer, George Terry Young Jr. ("Buyer"), is offering to purchase the Property for the sum of Eight thousand dollars and no/100 ($8,000.00), subject to the terms and conditions contained within the Offer; and

WHEREAS, subject to the terms below, the Hendersonville City Council wishes to issue a proposed acceptance of the Offer;

NOW THEREFORE BE IT RESOLVED by the Hendersonville City Council resolves as follows:

1. The Council declares the Property surplus, and proposes to accept the Offer pursuant to the procedures of 160A-269.

2. The Buyer has required to deposit with the City Clerk a sum equal to 5 % of the offer, or $400.00. The Clerk will cause a notice to be published in a newspaper of record advising that upset bids will be accepted within 10 days of the date of publication, which bid shall increase the proposed sales price by at least an amount equal to 10% of the first $1,000.00 of the purchase price and 5% of the excess. Such upset bids shall be made to the City Clerk and accompanied by a deposit equal to 5% of the new purchase price, at which time the Clerk shall then publish a new notice advising that further upset bids, increased in the same minimum amount may be accepted within 10 days from the date of publication.

3. Each bidder submitting an upset bid shall be bound by the same terms and conditions as contained in the Offer. Each bidder shall therefore be required to sign an offer in the form of the Offer attached hereto as Exhibit A, with the only differences being (1) a revised purchase price; and (2) modification of the terms of the upset bid procedure described in the Offer to reflect the terms of this Resolution.

4. When there are no further bidders, the high bid shall be reported to the Council by the Clerk.

5. Closing shall occur within 30 days of the issuance of a final acceptance by the Council.

6. The City reserves the right to withdraw the property from sale at any time before the issuance of a final acceptance and the right at any time to reject all bids.

Adopted this 1st day of July 2021.

ATTEST:

Angela L. Reece, City Clerk

Barbara G. Volk, Mayor

Approve as to Form:

Angela Beeker, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer")

NOW COMES George Terry Young Jr. Jr., ("Buyer") and offers to purchase from the **CITY OF HENDERSONVILLE,** a North Carolina municipal corporation ("CITY") that property more particularly described in paragraph below entitled "PROPERTY", on the terms and conditions hereinafter set forth:

PROPERTY: The property as described in the Sherriff's Deed recorded in Deed Book 1516 Page 457 of the Henderson County Registry. Being the same property as described in Deed Book 495, Page 314 of the Henderson County Registry, and being identified for property tax purposes as Parcel Number 111082/PIN Number 9569909023.

OFFER: Buyer offers to pay to CITY the sum of $8000.00.

ADDITIONAL TERMS AND CONDITIONS: Those additional terms and conditions as specified in Exhibit A, attached hereto and incorporated by reference, shall be deemed part of this Offer as if fully set forth herein.

UPSET BID PROCEDURE TO GOVERN: It is acknowledged that the sale of the Property, if any, will be governed by the procedures of North Carolina General Statute § 160A-269 (the "Statute"). This Offer will be presented to the Hendersonville City Council for consideration of whether to issue a proposed acceptance of the Offer. "Proposed Acceptance" shall mean the adoption of a Resolution by the Hendersonville City Council at a duly held meeting, proposing to accept this Offer, and directing that this Offer be advertised for upset bid. If Hendersonville's City Council issues a Proposed Acceptance, the Buyer shall deposit with the CITY Clerk a sum equal to five (5%) per cent of this Offer. The CITY shall then cause to be published in a newspaper of record a notice that it proposes to accept this Offer, generally describing the Property and the terms of this Offer, and advise that anyone may make an upset bid within ten (10) days of the publication of the notice in an amount prescribed by the Statute. If there is an upset bid, then upon the maker of the upset bid making the deposit with the CITY Clerk as is required by the Statute, the deposit made hereunder shall be refunded, and this Offer shall be deemed null and void. If there is no upset bid received, this Offer will again be presented to the Hendersonville City Council for Final Acceptance. "Final Acceptance" shall mean the adoption of a Resolution by the City Council, adopted at a duly called meeting, stating that this Offer has been finally accepted.

CLOSING: If the City Council issues Final Acceptance of this Offer, then closing shall occur within thirty (30) days after such Final Acceptance at CITY offices in Hendersonville, or such other place as is mutually agreeable to the parties. At closing, CITY shall deliver the title as

described hereinbelow to the Property, and Buyer shall pay to CITY the balance of the purchase price in certified funds.

TITLE: CITY shall deliver a fee simple title to the Property by a Special Warranty Deed, subject to Permitted Exceptions as provided hereinbelow.

PERMITTED EXCEPTIONS: Title to the Property shall be subject to valid and enforceable restrictions of record and easements and rights of way affecting the Property, any applicable zoning or other land use laws and ordinances, and the lien for ad valorem taxes, if any.

COSTS: CITY shall be responsible for preparing the deed conveying title, and any documentary stamps that it is not exempt from paying. Buyer shall be responsible for all other costs. Each party will be responsible for its own attorney's fees.

OFFER AND ACCEPTANCE. This instrument shall constitute a binding offer by Buyer to the CITY and shall remain open for acceptance by the CITY until such time as (1) an upset bid has been received, and the bid deposit has been received by the CITY for such upset bid; (2) the CITY rejects this Offer, or (3) the CITY issues a Final Acceptance of this Offer, whichever occurs first. In the event the CITY receives an upset bid and the bid deposit for such upset bid is received by the CITY, or in the event the CITY rejects this Offer, then this Offer shall be deemed terminated, and neither party hereto shall have any obligation, duty, or liability to the other party. In the event the CITY issues a Final Acceptance of this Offer, this Offer shall become a binding Agreement between the parties hereto and shall be interpreted as an Agreement between the parties hereto in spite of the many references to this document as an "Offer."

REJECTION OF OFFER: It is understood and agreed by the Buyer that at any time prior to the issuance of a Final Acceptance of this Offer, the CITY may (1) reject any and all offers (including this Offer) and/or upset bids received, and/or (2) withdraw the Property from sale, as allowed by North Carolina General Statute § 160A-269.

EXECUTION OF THIS OFFER: The Buyer represents and warrants that this Offer has been duly authorized, and that the person signing has the authority to sign this Offer on behalf of the Buyer.

This Offer is made this _____day of _____, 2021.

_____

George Terry Young Jr. , BUYER

Date of Proposed Acceptance by the CITY:_____
Date of Final Acceptance by the CITY: _____

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. **DISCLAIMER OF WARRANTIES:** BUYER ACKNOWLEDGES AND AGREES THAT THE CITY DOES NOT, BY THE ISSUANCE OF A PROPOSED ACCEPTANCE OR FINAL ACCEPTANCE, OR BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE SALE OF THE PROPERTY, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN THE CITY'S LIMITED WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), SUCY MATTERS AS AN ACCURATE SURVEY WOULD REVEAL, VALUE & MARKETABILITY OF THE PROPERTY, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE CITY. IF THE CITY ISSUES A FINAL ACCEPTANCE FOR THE PROPERTY, THE CITY SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY THE CITY OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS PARAGRAPH, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST THE CITY WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION,

POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS OFFER.

2. **Other Payments at Closing.**

   a. **Taxes.** Buyer will be responsible for ad valorem taxes accruing after the date of sale, it being acknowledged that the Property has been exempt from taxation during the period The CITY has owned the Property. In the event Closing occurs in 2021, taxes will be prorated between the CITY and the Buyer over the 2021 calendar year.

   b. **Dues, Assessments, Common Area Maintenance**. All dues, assessments and common area maintenance charges, and similar impositions imposed upon or assessed against the Property (herein called the **"CAM Fees"**), for the year in which Closing occurs shall be prorated as of the Closing Date on a calendar year basis.

   c. **Other.** Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

      In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, the CITY shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent.

3. **Possession at Closing**. The CITY shall surrender possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions.

4. **Remedies**.

(a) If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by Buyer under this Offer, the bid deposit shall retained by the CITY as the CITY's full liquidated damages for such default. The parties acknowledge that the CITY's actual damages in the event of a default by Buyer will be difficult to ascertain, that such liquidated damages represent the parties' best estimate of such damages, and that the CITY and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of the CITY by reason of a default by Buyer, and the CITY hereby waives and releases any right to sue Buyer for specific performance of this Offer or to prove that the CITY's actual damages exceed the amount which is herein provided to the CITY as full liquidated damages.

(b) If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by the CITY under this Offer, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedy, shall have the right to terminate this Offer, in which event all rights and obligations of the parties under this Offer shall expire, and this Offer shall become null and void, and the CITY shall have no other liability to Buyer under this Offer.

5. **Survey**. Buyer, at Buyer's option, shall have the right to cause a surveyor selected by Buyer properly licensed under the laws of the State of North Carolina to prepare a current and accurate survey of the Property (herein called the "Survey"). If Buyer elects to obtain the Survey, Buyer shall cause three (3) prints of the Survey to be delivered to The CITY's attorney at the address for copies of notices set forth in this Offer. At Buyer's option, the Survey will be utilized as the basis for the preparation of a legal description of the Property to be included in the special warranty deed to be delivered by the CITY to Buyer at Closing. In the event this Offer is reject, terminated or becomes null and void for any reason, the CITY shall not be liable to the Buyer for the costs of any such Survey procured by the Buyer.

6. **General Provisions.**

a. **Brokers.** There are no real estate brokers, agents or consultants involved in the making of this Offer, or in any Proposed Acceptance or Final Acceptance issued by the CITY, and the parties hereto shall indemnify and hold each other harmless from any fee or brokerage claims arising out of this transaction.

b. **Divestment Act.** The Buyer is not listed on the Final Divestment List ("Divestment List") created by the North Carolina State Treasurer pursuant ot Article 6E, N.C.G.S. § 147-86.55, *et seq*, ("Iran Divestment Act of 2015"). The Buyer shall not utilize in the performance of its obligations hereunder any agent, contractor or subcontractor listed on the Divestment List.

c. **E-Verify.** The Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if the Buyer utilizes an agent, contractor or subcontractor, Buyer shall require them to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

d. **Notice.** Whenever any notice, demand or request is required or permitted under this Offer, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier (UPS, FedEx, etc.) for next business day delivery, to the addresses set forth below.

To the Buyer:	**George Terry Young Jr.** 630 Beech Street Hendersonville NC 28792
To the CITY:	**CITY OF HENDERSONVILLE** **Attn: John Connet, City Manager** 160 6th Avenue East Hendersonville NC 28792
With copy to:	Angela Beeker, City Attorney 160 6th Avenue East Hendersonville NC 28792

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to

accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Notices may be sent by email or facsimile for convenience, but must be followed up by one of the means above, which will be the official notice.

e. **Assignment.** This Offer may not be assigned by the Buyer.

f. **Headings**. The use of headings, captions and numbers in this Offer is solely for the convenience of identifying and indexing the various provisions in this Offer and shall in no event be considered otherwise in construing or interpreting any provision in this Offer.

g. **Applicable Law, Venue**. This Offer shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina. The sole venue for any suit, claim or action shall be in a state or federal court sitting in HENDERSON County, North Carolina. Nothing herein shall be deemed to confer jurisdiction upon the federal courts, except as may be otherwise provided by law.

h. **Entire Offer; Modification**. This Offer supersedes all prior discussions and agreements among the CITY and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Offer contains the sole and entire understanding among the CITY and Buyer with respect thereto. This Offer shall not be modified or amended except by an instrument in writing executed by or on behalf of the CITY and Buyer.

i. **Attorney's Fees**. In the event of any litigation between Buyer and the CITY arising under or in connection with this Offer, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

j. **Authority**. Each party hereto warrants and represents that such party has full and complete authority to enter into this Offer and each person executing this Offer on behalf of a party warrants and represents that he has been fully authorized to execute this Offer on behalf of such party and that such party is bound by the signature of such representative.

k. **Counsel**. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection

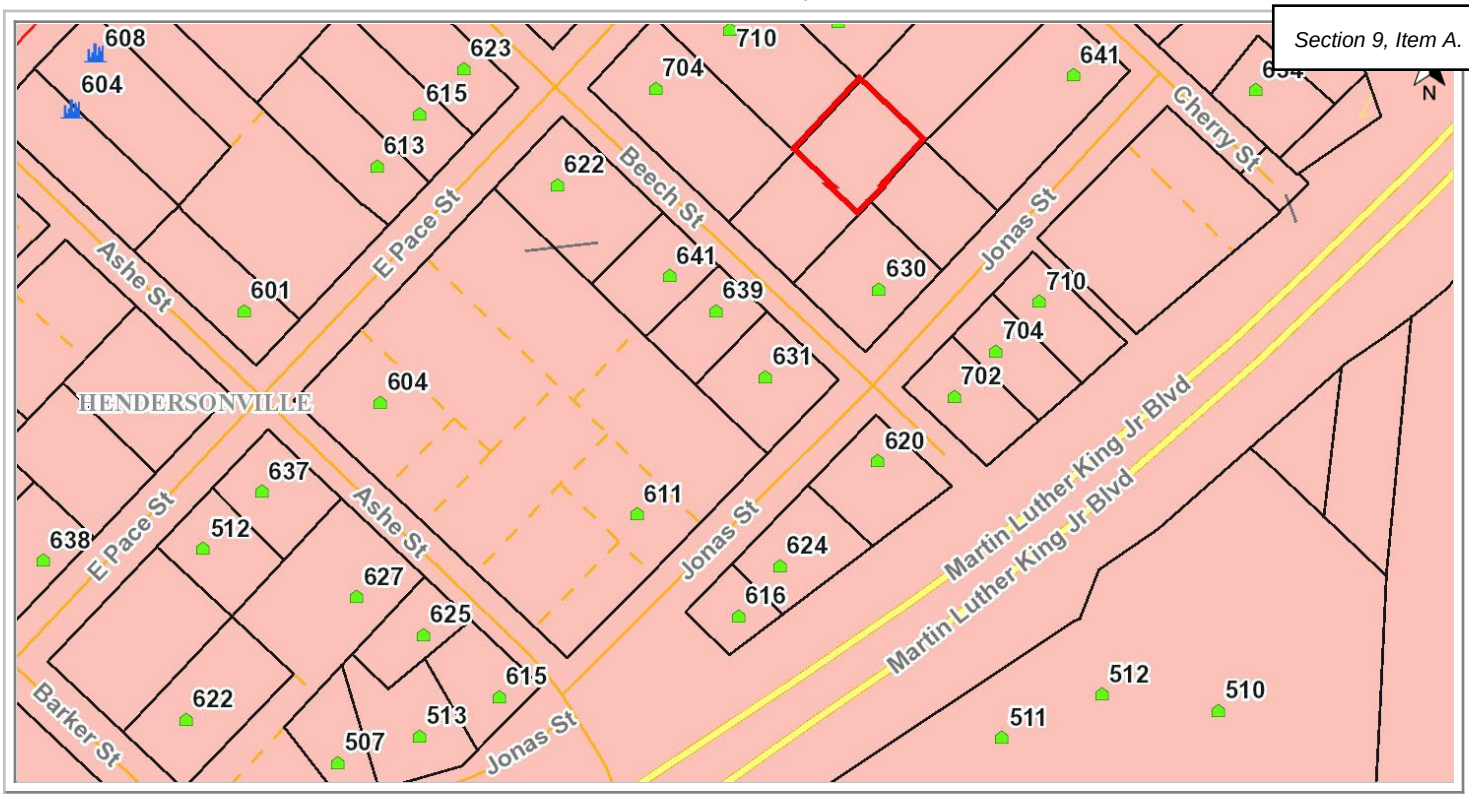
with the execution of this Offer and has had ample opportunity to read, review, and understand the provisions of this Offer.

l. **No Construction Against Preparer**. No provision of this Offer shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

m. **No Lien**. This Offer is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

n. **No Recording**. In no event shall this Offer or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Offer by Buyer.

o. **Time of Essence; Dates**. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date," if any, shall be deemed to refer to the date the CITY issues a Final Acceptance of this Offer.



WARNING: THIS IS NOT A SURVEY

Parcel Information

REID:	111082	**Pin:**	9569909023
Listed to:	CITY OF HENDERSONVILLE	**Neighborhood:**	7TH AVENUE RESIDENTIAL
Mailing Address:	160 SIXTH AVENUE EAST	**Township:**	Hendersonville
Mailing City, State, Zip:	HENDERSONVLLE, NC 28792	**Municipality:**	HENDERSONVILLE
Physical Address:	0 NO ADDRESS ASSIGNED	**Tax District:**	HENDERSONVILLE CITY
Deed:	001516/00457	**Plat:**	Not Available
Date Recorded:	2012-11-30 00:01:00.0	**Elementary School District:**	BRUCE DRYSDALE
Revenue Stamps:	0	**Middle School District:**	HENDERSONVILLE MIDDLE
County Zoning:	Cities	**High School District:**	HENDERSONVILLE HIGH
Property Description:	THIRD AVE EAST OFF	**Soil:**	Hayesville loam, 7 to 15 percent slopes
Map Sheet:	9569.20	**Voting Precinct:**	Hendersonville 2
Assessed Acreage:	0.12000000	**Commissioner District**	2
Building Value:	$0.00	**Agricultural District**	None Found
Land Value:	$8,000.00	**North Carolina House District**	117
Value To Be Billed:	$8,000.00	**U.S. House District**	11
North Carolina Senate District	48	**Flood Zone:**	Zone X, Not Shaded (Areas outside of the floodplain)

Henderson County
Geographic Information Systems (GIS)
200 North Grove Street
Hendersonville, NC 28792
P: (828) 698-5124
F: (828) 698-5122

THIS IS NOT A SURVEY.

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

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Michael Huffman **MEETING DATE:** 7/1/2021

AGENDA SECTION: New Business **DEPARTMENT:** ESB

TITLE OF ITEM: Plastic Reduction Program Resolution – *Environmental Sustainability Board*

SUGGESTED MOTION(S):

I move that City Council approve the Plastic Reduction Program Resolution.

SUMMARY:

The ESB and Mountain True have developed a voluntary plastic reduction program for local organizations to participate in. The attached resolution describes the purpose of this program and authorizes them to implement the program as presented.

BUDGET IMPACT: $ N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

ATTACHMENTS:

Working to Be Plastic Free Resolution

Resolution #

RESOLUTION TO DECLARE THAT THE CITY OF HENDERSONVILLE IS WORKING TO BE PLASTIC FREE AND TO ESTABLISH A VOLUNTARY PLASTIC REDUCTION PROGRAM

WHEREAS, the City of Hendersonville is diligent in its efforts to preserve the beautiful environment that enhances our residents' quality of life and supports the tourism industry which is so vital to our local economy; and

WHEREAS, single use plastic items are detrimental because they do not fully degrade in our waterways or on land, they introduce unsafe chemicals into our environment, and the expansive usage of single use plastic items and their disposal challenges create unsightly litter; and

WHEREAS, single use plastic items are difficult to recycle, frequently contaminate material that is processed through municipal recycling and composting programs, and cause operational problems at recycling processing facilities, landfills, and transfer stations; and

WHEREAS, reusable and compostable items are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, City Council acknowledges that some businesses and organizations have taken affirmative steps to reduce the use of single use plastic items and recognizes their proactive efforts; and

WHEREAS, numerous studies have shown the negative environmental and health effects of plastics and the chemicals used to produce them; and

WHEREAS, numerous studies have documented the prevalence of single use plastic items littering the environment, blocking storm drains, becoming entangled in treetops, and fouling waterways; and

WHEREAS, plastic bags and other plastic products are a substantial source of aquatic debris, responsible for the deaths of tens of thousands of aquatic animals each year; and

WHEREAS, studies have shown the presence of micro plastics in terrestrial and aquatic life systems throughout the entire planet, resulting in a wholesale contamination of the food supply due to the proliferation of plastic litter and plastic breakdown products; and

WHEREAS, the City of Hendersonville and nonprofit partners installed a "Trash Trout" litter collection device in Mud Creek in 2017, and to date has been able to remove 6,500 pounds of litter, approximately 80% of which is comprised of single use plastic items; and

WHEREAS, the City of Hendersonville Environmental Sustainability Board has identified single use plastic litter as a priority and is working in partnership with the nonprofit organization MountainTrue to develop and implement a voluntary plastic reduction program for local businesses and organizations; and

WHEREAS, numerous states and cities throughout the United States have enacted voluntary and mandatory restrictions on single-use plastic items, resulting in dramatic decreases in plastic waste; and

WHEREAS, the City of Hendersonville, NC strives to protect the natural environment, the economy and the health of its residents and visitors of the city and believes environmental sustainability is critical to preserving the community for future generations as stated in the City's new Core Values and Beliefs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville that:

1. The City of Hendersonville is working to be plastic free; and

2. The City Council directs the Environmental Sustainability Board with the support of City staff and in partnership with MountainTrue to develop and implement the voluntary plastic reduction program as presented at this July 1, 2021 City Council meeting to encourage local businesses and organizations to reduce and eliminate single use plastic items from their operations.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** July 1, 2021

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution in Support of Fair & Impartial Redistricting Reform

SUGGESTED MOTION(S):

I move that City Council adopt the resolution in support of fair and impartial redistricting reform.

SUMMARY:

Jane Pinsky, Director of NC Coalition for Lobbying and Government Reform has communicated with City Council regarding support for fair and impartial redistricting reform in NC.

BUDGET IMPACT: $ NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Resolution

Resolution #

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT OF REDISTRICTING REFORM

WHEREAS, the current redistricting process creates conflict of interest – as State legislators are effectively choosing their own constituents; and

WHEREAS, the redistricting process should be conducted in an open manner with real opportunities for public dialogue and feedback, not behind closed doors; and

WHEREAS, legislative incumbents often draw districts that are not compact and split communities of interest; and

WHEREAS, important principles such as the protections of the Federal Voting Rights Act of 1965 and respect for neighborhoods and cities should be clearly listed for a Commission to abide by; and

WHEREAS, voters are more likely to participate when they feel that their vote will count and that they have a reasonable chance of electing candidates who represent their interests; and

WHEREAS, elected officials are more responsive to constituents when voters have a choice of candidates, thus increasing accountability and serving the best interests of the voters of North Carolina.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville that:

1. The State of North Carolina should establish an independent redistricting process that ensures diversity of representation, protects communities of interest, and does not unduly favor one political party over the other, for all future redistricting.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 7/1/21

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution of Support for White Pine Villas Federal Tax Credit Application – *John Connet, City Manager*

SUGGESTED MOTION(S): I move the City Council adopt the Resolution in support of the Federal Tax Credit Application for White Pine Villas as presented.

SUMMARY:

White Pine Villas, Application # APP21-0082, has submitted a federal tax credit application to the North Carolina Housing Finance Agency. The City Council has a core belief that it must pursue and provide opportunities for responsible growth in order to generate affordable housing options and reduce the impacts of high cost of living within our community therefore the Council supports White Pine Villas' application for federal tax credits and requests that the North Carolina Housing Finance Agency give the application serious consideration for approval.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Resolution

Resolution #R-21-77

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE FEDERAL TAX CREDIT APPLICATION FOR WHITE PINE VILLAS

WHEREAS, White Pine Villas, Application # APP21-0082, has submitted a federal tax credit application to the North Carolina Housing Finance Agency; and

WHEREAS, White Pine Villas propose to construct seventy-eight (78) senior housing units on Chimney Rock Road; and

WHEREAS, the Bowen Research Report indicates that Henderson County has 99% occupancy rate for multi-family projects and 47% of multi-family residents list cost burden as a major housing issue; and

WHEREAS, the City Council has a core belief that it must pursue and provide opportunities for responsible growth in order to generate affordable housing options and reduce the impacts of high cost of living within our community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Council supports White Pine Villas' application for federal tax credits and requests that the North Carolina Housing Finance Agency give the application serious consideration for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 1, 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 7/1/21

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution of Support for Duncan Terrace Federal Tax Credit Application – *John Connet, City Manager*

SUGGESTED MOTION(S): I move the City Council adopt the Resolution in support of the Federal Tax Credit Application for Duncan Terrace as presented.

SUMMARY:

White Duncan Terrace, Application # APP21-0071, has submitted a federal tax credit application to the North Carolina Housing Finance Agency. The City Council has a core belief that it must pursue and provide opportunities for responsible growth in order to generate affordable housing options and reduce the impacts of high cost of living within our community therefore the Council supports Duncan Terrace's application for federal tax credits and requests that the North Carolina Housing Finance Agency give the application serious consideration for approval.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Resolution

Resolution #R-21-78

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE FEDERAL TAX CREDIT APPLICATION FOR DUNCAN TERRACE

WHEREAS, Duncan Terrace, Application # APP21-0071, has submitted a federal tax credit application to the North Carolina Housing Finance Agency; and

WHEREAS, Duncan Terrace proposes to construct eighty-four (84) multi-family housing units on Duncan Hill Road; and

WHEREAS, the Bowen Research Report indicates that Henderson County has 99% occupancy rate for multi-family projects and 47% of multi-family residents list cost burden as a major housing issue; and

WHEREAS, the City Council has a core belief that it must pursue and provide opportunities for responsible growth in order to generate affordable housing options and reduce the impacts of high cost of living within our community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Council supports Duncan Terrace's application for federal tax credits and requests that the North Carolina Housing Finance Agency give the application serious consideration for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of July 1, 2021.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece **MEETING DATE:** July 1, 2021

AGENDA SECTION: BOARD/COMMISSION/COMMITTEE APPOINTMENTS **DEPARTMENT:** ADMINISTRATION

TITLE OF ITEM: Board & Commission Appointments – *Angela L. Reece, City Clerk*

SUGGESTED MOTION(S):

SUMMARY:

The City Clerk has received applications for vacancies on the following Boards and Committees for your consideration. A list of applicants is included in the memo.

A. **NEW: Diversity & Inclusion Advisory Committee - Initial Appointment of Committee Membership**
B. **Environmental Sustainability Board - Charter Revision Re-appointment and New Appointments of Committee Membership**

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

Memo

CITY COUNCIL:
BARBARA G. VOLK
Mayor
JERRY A. SMITH, JR
Mayor Pro Tem
JEFF MILLER
DR. JENNIFER HENSLEY
LYNDSEY SIMPSON

CITY OF HENDERSONVILLE

The City of Four Seasons

JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
ANGELA REECE
City Clerk

To: The Honorable Mayor and Members of the City Council
From: Angela Reece, City Clerk
Subject: Board and Commission Appointments
Date: July 1, 2021

Honorable Mayor and Members of City Council:

I have solicited applications for your various advisory boards, and you have received much interest. The applicants' names and boards applied for are listed below for your consideration. Additional vacancy information is listed at the end for reference.

Appointments to Boards/Commissions Committees

A. <u>Diversity & Inclusion Advisory Committee -</u> Initial Appointment of Committee Membership
(3 vacancies/ ending June 30, 2022)
(2 vacancies/ ending June 30, 2023)
(2 vacancies/ ending June 30, 2024)
(2 City Council Member Liaisons -Mayor & Mayor Pro Tem as Alternate)

You have received 25 applications:

1. Florence Allbaugh
2. Laura Bannister
3. Betty Blackerby
4. Hannah Burrell
5. Crystal Cauley
6. Christina Davis
7. Nancy Diaz
8. Emily Edmunds
9. Jay Farris
10. Eric Gash
11. Kelly Hart
12. Harrold Hellickson
13. Indián Jackson
14. Jayne Jennings
15. Connie Knight
16. Kelly Landaverde
17. Melinda Lowrance
18. Bruce Mills
19. Raphael Morales
20. Debbie Roundtree
21. Susan Ortiz
22. Richard Reagen
23. Amy Slusher
24. Beth Stang
25. Josh Williams

B. <u>Environmental Sustainability Board</u> - Charter Amendment – Realigning Board Membership Appointment
(3 vacancies/ ending June 30, 2024)
(2 vacancies/ ending June 30, 2023)
(2 At-Large vacancies/ ending June 30, 2024)
(2 At-Large vacancies/ ending June 30, 2023)
(1 City Council Member Liaison – non-voting)

You have received 13 applications:

1. Kim Bailey– (re-applying, initial appointment 2015)
2. Caroline Beamer – (NEW applicant)
3. Geri Conley – (re-applying, initial appointment 2010)
4. Will Garvey – (NEW applicant)
5. Gray Jernigan – (re-applying, initial appointment 2016) *Mountain True Rep
6. Mary Kustin – (NEW applicant)
7. Brittany Middleton– (NEW applicant)
8. Raphael Morales – (NEW applicant)
9. Kelly Pahle – (NEW applicant)
10. Jan Partin – (NEW applicant)
11. Frances Rundlett – (NEW applicant)
12. Beth Stang – (re-applying, initial appointment 2019)
13. Ann Twigs – (NEW applicant)

Other Vacancy Information

<u>Board of Adjustment</u> - (City Appointment: 1 vacancy/ unexpired term ending June 30, 2023)

Bob Ward resigned the City seat in 2020.

No applications have been received for the City appointed seat which remains vacant.

<u>Board of Adjustment</u> - (County Appointed: 1 vacancy/ unexpired term ending June 30, 2024)

No applications have been received for the County appointed seat which remains vacant.

<u>Downtown Advisory Board</u> -
(1 vacancy/ <u>7th Ave. Stakeholder</u> unexpired term ending June 30, 2022) No Qualifying Applications Received for this seat.

Charter: Stakeholders are defined as persons owning property within a municipal service district the City of Hendersonville, and business owners whose business is located within a municipal service district in the City of Hendersonville.

Historic Preservation Commission - (City Appointment: 1 vacancy/ unexpired term ending December 30, 2023)

Phillip Allen resigned the City seat on 6/7/2021.

Planning Board - (County Appointed: 1 vacancy/ unexpired term ending December 31, 2023)

Steven Orr resigned in 2021. Residency requirement is to reside within the City's ETJ. No applications have been received for the County appointed seat which remains vacant.

NEW: **Stormwater Advisory Committee**
You have received 1 application of interest for this Committee. Additional applications are being solicited.

Angela L. Reece

Angela L. Reece, MPA, CMC, NCCMC
City Clerk, City of Hendersonville