

**MINUTES OF BUNCOMBE COUNTY BOARD OF COMMISSIONERS'
REGULAR MEETING OF DECEMBER 7, 2010 AT 4:30 P.M.**

BE IT REMEMBERED: That the Board of Commissioners met in regular session on December 7, 2010, in the Commissioner Chambers, 30 Valley Street in downtown Asheville, North Carolina at 4:30 p.m. where and when the following business was transacted:

The Vice Chairman called the meeting to order with the following members present:

David Gantt, Chairman
Bill Stanley, Vice Chairman
Holly Jones, Commissioner
Carol Peterson, Commissioner
K. Ray Bailey, Commissioner

Staff present were: Wanda Greene, County Manager; Mandy Stone, Assistant County Manager/DSS Director; Donna Clark, Finance Director; Kathy Hughes, Clerk to the Board; Mike Frue, County Attorney.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Chairman Gantt gave the invocation.

DISCUSSION/ADJUSTMENT/APPROVAL TO FOLLOW AGENDA

The Chairman reminded the Board that in accordance with the Code of Ethics as adopted by this Board, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict. He asked if any Board member had any known conflict of interest or appearance of conflict with respect to any matter coming before the Board. None were stated.

Commissioner Peterson moved to approve the consent agenda as presented.

- **Approval of Minutes of November 16, 2010 Regular Meeting**
- **Resolution Authorizing the County Manager to Enter Into a Sublease of Property with the Asheville Youth Rowing Association at Lake Julian Park**
- **Resolution Conveying the Old Buncombe County Animal Shelter on Lees Creek road to County Board of Education**
- **Resolution Authorizing the Execution of a Contract for Architectural Services Related to Third Floor Renovations at 200 College Street**
- **Resolution Requesting an Update of Buncombe County's Community Transportation Service Plan for Mountain Mobility**
- **Resolution Granting Easement to Carolina Power and Light d/b/a Progress Energy Carolinas, Inc.**
- **Capital Projects Ordinance**
- **Budget Amendment: Fund 10 – Detention Center (\$65,000); Soil and Water Conservation (\$1,500)**
- **Release Report**

Vice Chairman Stanley seconded and the motion passed 5-0.

GOOD NEWS

- **Library Project Receives NC Humanities Council Attention**

Ed Sheary, Library Director, said that the project that Karen Loughmiller put together at the West Branch Library with a group of people to discuss the pre-integration days led to a North Carolina Humanities Council grant that allowed an expansion of the program. For the first time a local program was featured in the Humanities Council publication "Crossroads". The issue was exclusively focused on this program.

Dewayne Barton, President of Burton Street Community Association said that his grandfather lived on Smith Mill Creek and his family has a long history in Asheville. He felt the success of this project was a result of a community working successfully together to look back and forward.

Prucilla Gree thanked all those involved in the project. She applauded the project because it brought to light the history of urban development in the neighborhoods and the communities of people who felt they did not have a voice in their City.

Karen Loughmiller, County Librarian, said that the entire project has shown that there is a tremendous depth to the community and those who want to work together and create a sustainable future just as they did years ago.

PUBLIC HEARING

- **Rezoning Request : David Day -- R-1 to NS**

Debbie Truempy, County Planner, said that David Day has applied to rezone a 1.39 acre parcel at 872 New Leicester Highway from R-1 to NS. The request was approved by the Planning Staff and Planning Board held a public hearing and approved the rezoning unanimously. It would be in compliance with the land use plan and would not be detrimental to the surrounding community.

The Chairman opened the public hearing at 4:49 p.m.

David Day spoke in favor of his request.

The public hearing was closed at 4:52 p..m.

Commissioner Stanley moved to approve the request. Commissioner Peterson seconded the motion and it passed 5-0.

- **Recovery Zone Facility Bonds Series 2010 (Ingles Markets Project)**

Mike Frue, County Attorney, said that other projects had received funds and that Ingles had requested \$99 million to expand their freezer and warehouse. No State or County money is included in the funds but the Board is required as part of the recovery zone bonds to approve the plan. This Board's approval would then lead to a meeting of the Industrial Facilities and Pollution Control Financing Authority and then approval by the Local Government Commission. The recovery bonds allow for a lower interest rate for the loan.

Ron Freeman, Chief Financial Officer for Ingles, said that this project will double the size of the distribution facility and will add 150 jobs. The project will take 14 months to build and should be complete by the end of 2012. This \$99 million investment will also result in increased tax revenue to the County. They have 39 stores and 3,200 employees in Buncombe County.

The Chairman opened the public hearing at 4:59 p.m.

Commissioner Bailey said Ray Denny and Ben Teague of the Economic Development Coalition have worked with Ingles to help make this happen.

The hearing was closed at 5:01 p.m.

Commissioner Bailey moved to approve the recovery zone bond request as presented. Vice

Chairman Stanley seconded and the motion passed 5-0.

NEW BUSINESS

- **Election of Vice Chairman**

Commissioner Peterson nominated Bill Stanley to remain Vice Chairman for 2011.

Commissioner Bailey seconded this nomination. The motion passed 5-0.

- **Ordinance Amending Chapter 6 Animals of the County Code**

Mike Frue, County Attorney, said that this change in the animal control ordinance is a change to the latest revision in the animal ordinance regarding a provision that was deleted. He said that concerned citizens have asked that that provision, as outlined in the Ordinance presented, be returned to the ordinance.

Sheriff Van Duncan said that his concern was that the ordinance was explained to community groups with the provision included.

Steward David said that he was in favor of keeping the section out of the ordinance and not putting it back in. He felt that failure to spay and neuter is a problem and the ordinance should not be changed to require an additional violation in order to enforce the spay and neuter law. He wanted the law to remain in the ordinance.

Commissioner Jones said that there are processes in place to significantly reduce the number of animals euthanized. She said that the reinstatement of the provision is a good compromise for all people who are interested in the well being of animals. She moved to approve the ordinance as presented. Vice Chairman Stanley seconded and the motion passed 5-0.

- **Economic Development Coalition Resolution**

- **EDC Bylaws**
- **Appointments – Economic Development Coalition Members**

Wanda Greene, County Manager, said the Economic Development Coalition is being revised and set up as a Commissioner appointed board. The Board would be reappointed and reconstituted per the bylaws and resolution attached.

Commissioner Peterson said that it is important to bring everyone together and moved to approve the resolution and bylaws as presented. Commissioner Bailey seconded and the motion passed 5-0.

Commissioner Bailey moved to approve the list of appointees as follows:

5 recommended by the County Commissioners

K. Ray Bailey, Commissioner for	3 years
Rick Guthy, CPU2 for	3 years
Jim Oliver, AVL Technologies	2 years
Jeff Powers, Thermo Fisher	2 years
Julie Herron, Percision Products	1 year

3 recommended by Chamber of Commerce

Rick Lutovsky, retired Chamber	3 years
John Smith, Progress Energy	2 years
Paul Szurek, Biltmore Forest	1 year

1 recommended by the City of Asheville

Terry Bellamy, Mayor	1 year
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Commissioner Peterson seconded the motion and thanked Commissioner Bailey for bringing his expertise as President of A-B Tech to work as the Chairman of the Economic Development Coalition. The motion passed 5-0.

- **Designation of Voting Delegate to NC Legislative Goals Conference (Jan 20-21)**

Commissioner Peterson nominated Vice Chairman Stanley as the voting delegate to the NC Legislative Goals Conference in Raleigh in January. Commissioner Bailey seconded and the motion passed 5-0.

BOARD APPOINTMENTS

Commissioner Bailey moved to appoint **Joe Brumit** to the **Asheville Buncombe Technical Community College Board of Trustees**. Commissioner Peterson seconded and the motion passed 5-9.

Commissioner Peterson moved to appoint **Linda Brown** to the **Abandoned Cemeteries Board of Trustees**. Commissioner Bailey seconded and the motion passed 5-0.

Vice Chairman Stanley moved to appoint **Nathaniel Cannady** as a member of the **Asheville Planning and Zoning Commission**. Commissioner Peterson seconded and the motion passed 5-0.

ANNOUNCEMENTS

The Chairman made the following announcements:

- *The next meeting of the Board will be January 4, 2010.*
- *The Board will hold a retreat on December 14 beginning at Noon in the County Training Room at 199 College Street in downtown Asheville*

PUBLIC COMMENT

Ron Houston from Weaverville asked to have an old mobile home removed from his property.

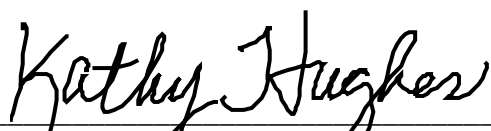
Robert Geolia from Jupiter Road said that his road is maintained by the neighborhood and garbage trucks are way too heavy and damaging the roads by grinding the pavement up. He asked the Board to help solve his problem by having Wastepro (garbage franchised hauler) send a smaller truck into his neighborhood. The Chairman suggested that Mr. Geolie work directly with the local manager of Wastepro.

Nadine Denahl, member of the PTO of the North Buncombe school district shared her concern over the state budget cuts and the possibility that the schools would be losing teachers and support positions. She asked the Board to help keep the county schools funded at the existing level.

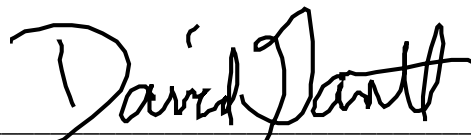
Jerry Rice asked the difference in a commission and a coalition and wanted to know the amount of money going to the Economic Development Coalition and their relationship to the chamber and the Tourism Development Authority?

The Chairman asked that the County Manager answer Mr. Rice's questions in writing.

Commissioner Peterson moved to adjourn the meeting. Commissioner Stanley seconded and the motion passed 5-0. The meeting was adjourned at 5:41 p.m.



KATHY HUGHES, CLERK TO
THE BOARD OF COMMISSIONERS



DAVID GANTT, CHAIRMAN
BOARD OF COMMISSIONERS

Board of Commissioners' Agenda

December 7, 2010

Commission Meetings are held at [30 Valley Street](#) in downtown Asheville
beginning at 4:30 p.m.

Call To Order

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Pledge of Allegiance

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Invocation

[▲top](#)

Discussion / Adjustment / Approval To Follow Agenda

[▲top](#)

Good News

- Library Project Receives NC Humanities Council Attention

[▲top](#)

Public Hearing

- Rezoning Request : [David Day -- R-1 to NS](#)
 - [Planning Department Report](#)
 - [Planning Board Resolution](#)

- [Recovery Zone Facility Bond \(Ingles Markets Project\) Series 2010](#)
 - [Notice of Publication](#)
-

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County Manager's Report

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New Business

- Election of Vice Chairman

 - [Ordinance Amending Chapter 6 "Animals" of the County Code](#)

 - [Economic Development Coalition Resolution](#)
 - [EDC Bylaws](#)
 - [Appointments-- Economic Development Coalition Members](#)

 - [Designation of Voting Delegate to the NC Legislative Goals Conference \(January 20- 21, 2011\)](#)
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Board Appointments

- Asheville Buncombe Technical Community College Board of Trustees (1 vacancy)
 - Joe Brumit

- Abandoned Cemeteries Board of Trustees (1 reappointment)
 - Linda Brown

- Asheville Planning and Zoning (1 reappointment)
 - Nathaniel Cannaday

Current Vacancies

- *Asheville Transit Commission (1 member)*
- *Asheville Civic Center Commission (2 members)*
- *Historic Resources Commission (1 vacancy)*

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Consent Agenda

- [Approval of Minutes of November 16, 2010 Regular Meeting](#)
- [Resolution Authorizing the County Manager to Enter Into a Sublease of Property with the Asheville Youth Rowing Association at Lake Julian Park](#)
- [Resolution Conveying the Old Buncombe County Animal Shelter on Lees Creek Road to County Board of Education](#)
 - [Deed](#)
- [Resolution Authorizing the Execution of a Contract for Architectural Services Related to Third-Floor Renovations at 200 College Street](#)
 - [Contract](#)
 - [More Information](#)
- [Resolution Requesting an Update to Buncombe County's Community Transportation Services Plan for Mountain Mobility](#)
 - [More Information](#)
- [Resolution Granting Easement to Carolina Power & Light DBA Progress Energy Carolinas, Inc.](#)
 - [Easement](#)
- [Capital Projects Ordinance](#)

- Budget Amendment
 - [Fund 10 - Detention Center \(\\$65,000\); Soil and Water Conservation \(\\$1,500\)](#)

- [Release Report](#)

- [Resolution Approving Pyrotechnic Experts for Firework Displays \(Biltmore Estate\)](#)
 - [Request](#)

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Announcements

- The Board will hold a retreat on December 14 beginning at Noon in the County Training Room at 199 College Street in downtown Asheville.

- The next regular meeting of the Board will be January 4, 2011 beginning at 4:30 p.m.

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Closed Session /Open Session

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Adjournment

RESOLUTION NO. 10-12-01

RESOLUTION ADOPTING A STATEMENT OF CONSISTENCY REGARDING A PROPOSED ORDINANCE
AMENDING THE OFFICIAL ZONING MAPS OF BUNCOMBE COUNTY

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-341, prior to adopting or rejecting a zoning amendment, the governing board is required to adopt a statement as to whether the amendment is consistent with the comprehensive zoning plan;

WHEREAS, the County Planning Board has reviewed a proposed amendment to The Official Zoning Maps of Buncombe County, for the parcel identified as tax lot PIN 9619-58-8535, located at 872 New Leicester Highway, as shown on the attached Exhibit "A", from Single Family Residential District R-1 to Neighborhood Service District (NS);

WHEREAS, based on a review of the proposed amendment the Planning Board found that the proposed amendment is consistent with the Buncombe County Comprehensive Land Use Plan and updates and further recommended that the Board of Commissioners adopt the proposed amendment; and

WHEREAS, this Board has reviewed and considered the above written recommendation of the Planning Board and has held a public hearing on the proposed amendment, and this Board desires to adopt a statement describing why the adoption of the proposed amendment is consistent with the Buncombe County Comprehensive Land Use Plan and updates and why the Board considers the proposed amendment to be reasonable and in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS THAT:

1. This board finds that the adoption of the proposed amendment to The Official Zoning Map of Buncombe County is consistent with the Buncombe County Land Use Plan and updates thereto because the Land Use Plan and updates indicate that:
 - a. the NS District is designed to allow for a mix of residential, commercial, business and service uses in limited areas at key intersections leading to residential neighborhoods in order to provide such service to residents of that particular neighborhood
2. This Board finds and determines that it is reasonable and in the public interest to adopt the proposed amendments because:

- a. the subject property is within the vicinity of a mix of commercial uses along New Leicester Highway with commercial uses on the north and south of the subject property; and
- b. requested zoning change is consistent with surrounding commercial uses.

Adopted this 7th day of December, 2010.

ATTEST:

BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE


Kathy Hughes, Clerk to the Board

By: 
David Gantt, Chairman

APPROVED AS TO FORM:


Michael C. Frue, County Attorney

ORDINANCE NO.10-12-02

ORDINANCE REGARDING A REQUEST TO AMEND THE OFFICIAL ZONING MAPS OF BUNCOMBE COUNTY, CHAPTER 78, ARTICLE VI BUNCOMBE COUNTY ZONING ORDINANCE OF THE BUNCOMBE COUNTY CODE OF ORDINANCES

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-340, the County may adopt a zoning ordinance to regulate development within its territorial jurisdiction;

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-323, the County may amend its zoning ordinance after giving proper public notice and holding a public hearing;

WHEREAS, a request has been received to amend the official zoning maps of the Buncombe County Zoning Ordinance for the parcel identified as tax lot PIN 9619-58-8535, located at 872 New Leicester Highway, as shown on the attached Exhibit "A", from Single Family Residential District R-1 to Neighborhood Service District (NS);

WHEREAS, in accordance with the procedures set forth in the Buncombe County Zoning Ordinance, the Planning Board met to consider this request to rezone the above parcel from Single Family Residential District R-1 to Neighborhood Service District (NS) and has recommended in a vote of 9-0 on November 15, 2010 that the request be approved;

WHEREAS, this Board has adopted a Statement of Consistency indicating that the adoption of the proposed amendment is consistent with the Buncombe County Comprehensive Land Use Plan and updates and outlining why it is reasonable and in the public interest to adopt the proposed amendments;

WHEREAS, in accordance with North Carolina General Statutes and with the provisions set forth in Division 8 of Chapter 78, Article VI of the Buncombe County Code of Ordinances, the Board of Commissioners duly advertised and held a public hearing to consider the proposed amendments; and

WHEREAS, This Board is of the opinion that it is in the best interest of the citizens and residents of the County to approve this request to amend The Official Zoning Maps of The Buncombe County Zoning Ordinance.

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

1. This board finds that the adoption of the proposed amendment to The Official Zoning Map of Buncombe County is consistent with the Buncombe County Land Use Plan and updates thereto because the Land Use Plan and updates indicate that:

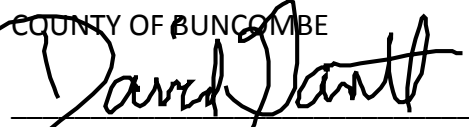
- a. the NS District is designed to allow for a mix of residential, commercial, business and service uses in limited areas at key intersections leading to residential neighborhoods in order to provide such service to residents of that particular neighborhood
2. This Board finds and determines that it is reasonable and in the public interest to adopt the proposed amendments because:
 - a. the subject property is within the vicinity of a mix of commercial uses along New Leicester Highway with commercial uses on the north and south of the subject property; and
 - b. requested zoning change is consistent with surrounding commercial uses.
3. That this Board does hereby approve this request to amend The Official Zoning Maps of Buncombe County
4. That this ordinance shall be effective upon its adoption.

Read and approved by a vote of 5 for and 0 against.

ADOPTED this the 7th day of December, 2010.

ATTEST:


Kathy Hughes, Clerk to the Board

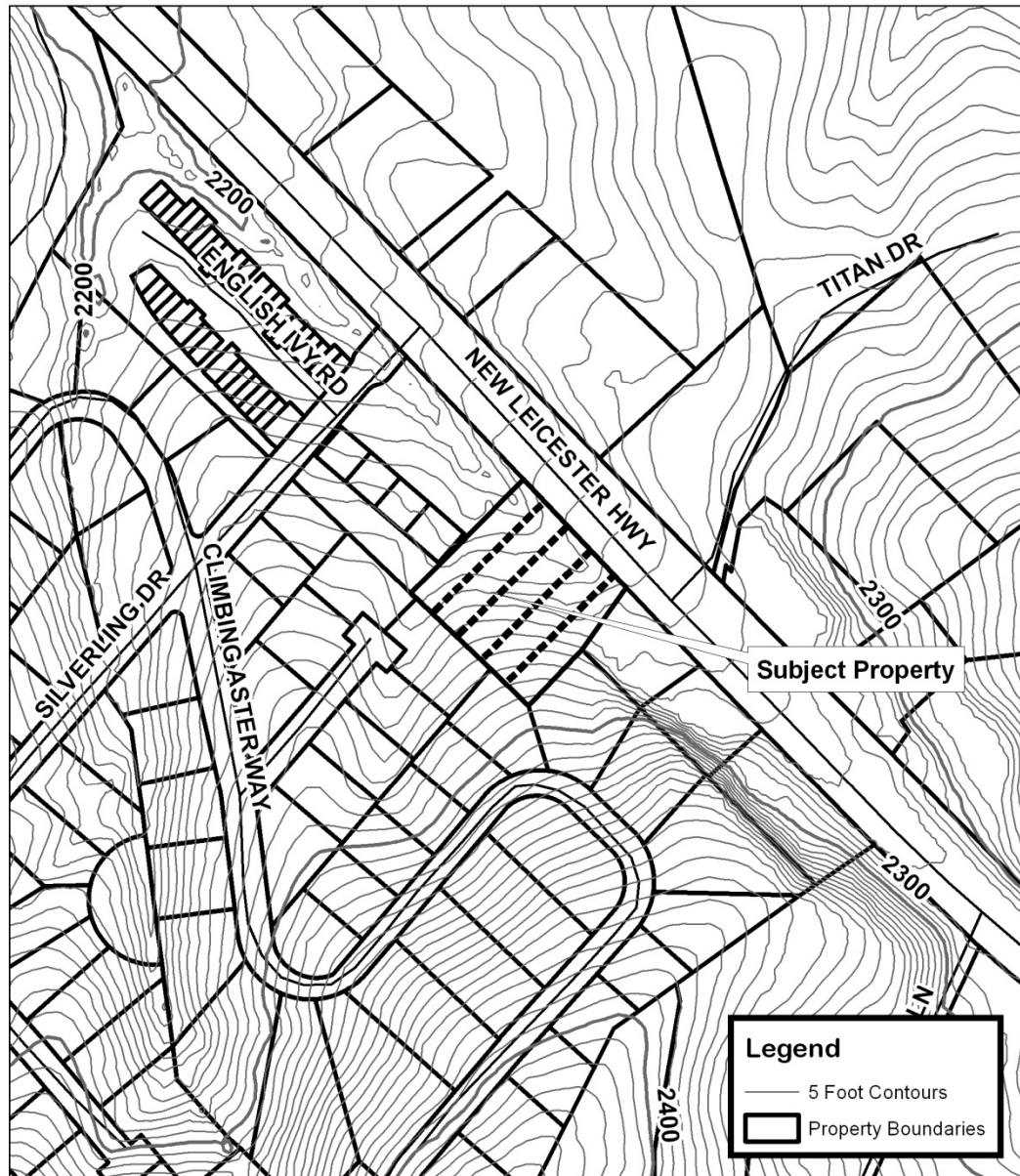
BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

David Gantt, Chairman

APPROVED AS TO FORM:


Michael Frue, County Attorney

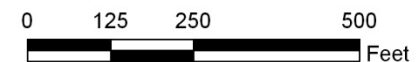
David Day

- Request NS from R-1
- Staff Recommendation:
 - Approval
- Planning Board Recommendation:
 - Approval



David Day Map Amendment Request

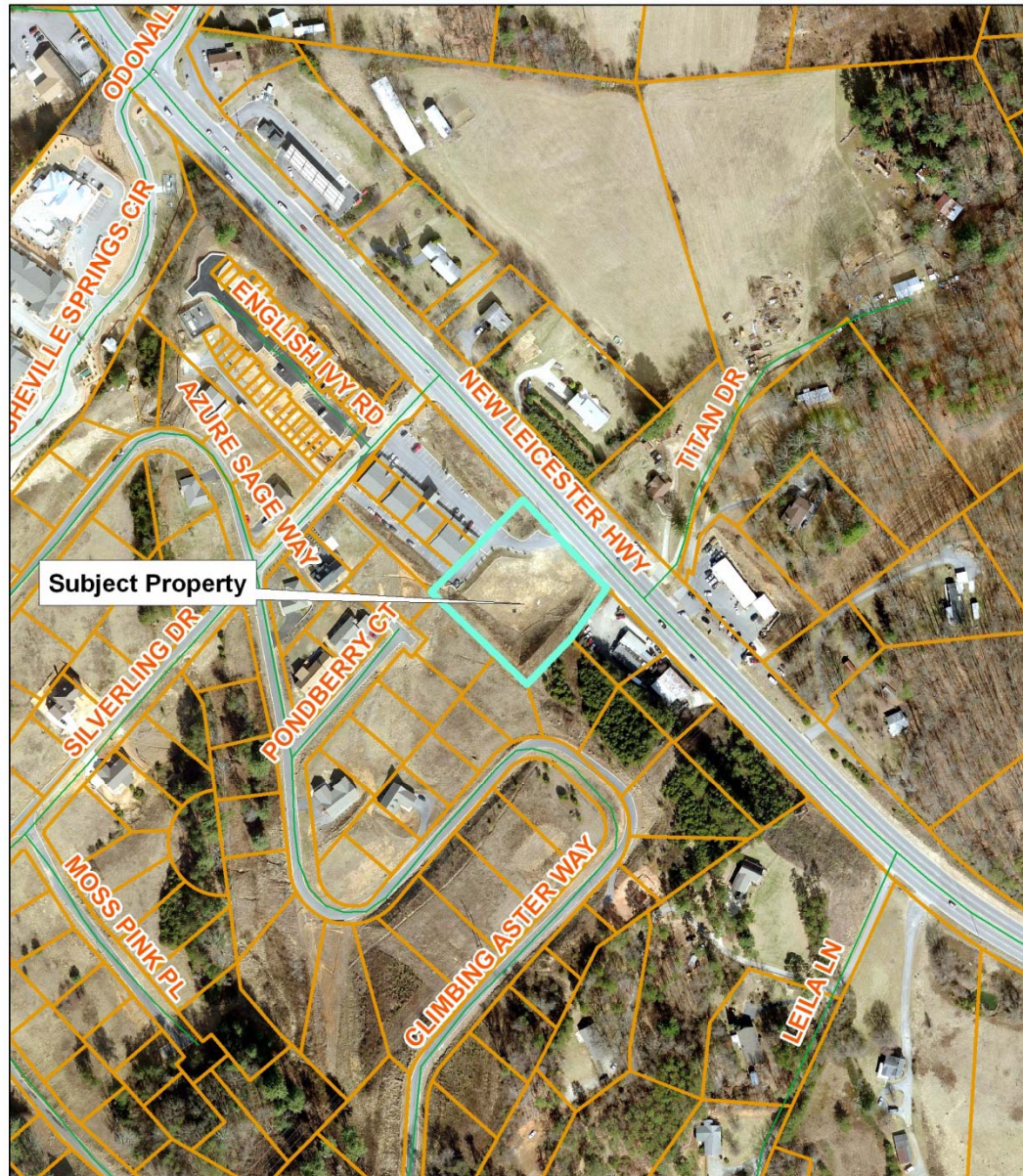
Total Property Size: 1.39 acres
Application Date: October 11, 2010
Planning Board Meeting Date: November 15, 2010



Created By: Buncombe County Planning
Date: October 12, 2010

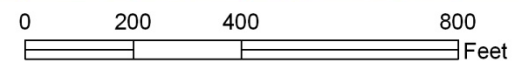
David Day


- Request NS from R-1
- Staff Recommendation:
 - Approval
- Planning Board Recommendation:
 - Approval



David Day
Map Amendment Request

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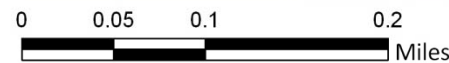
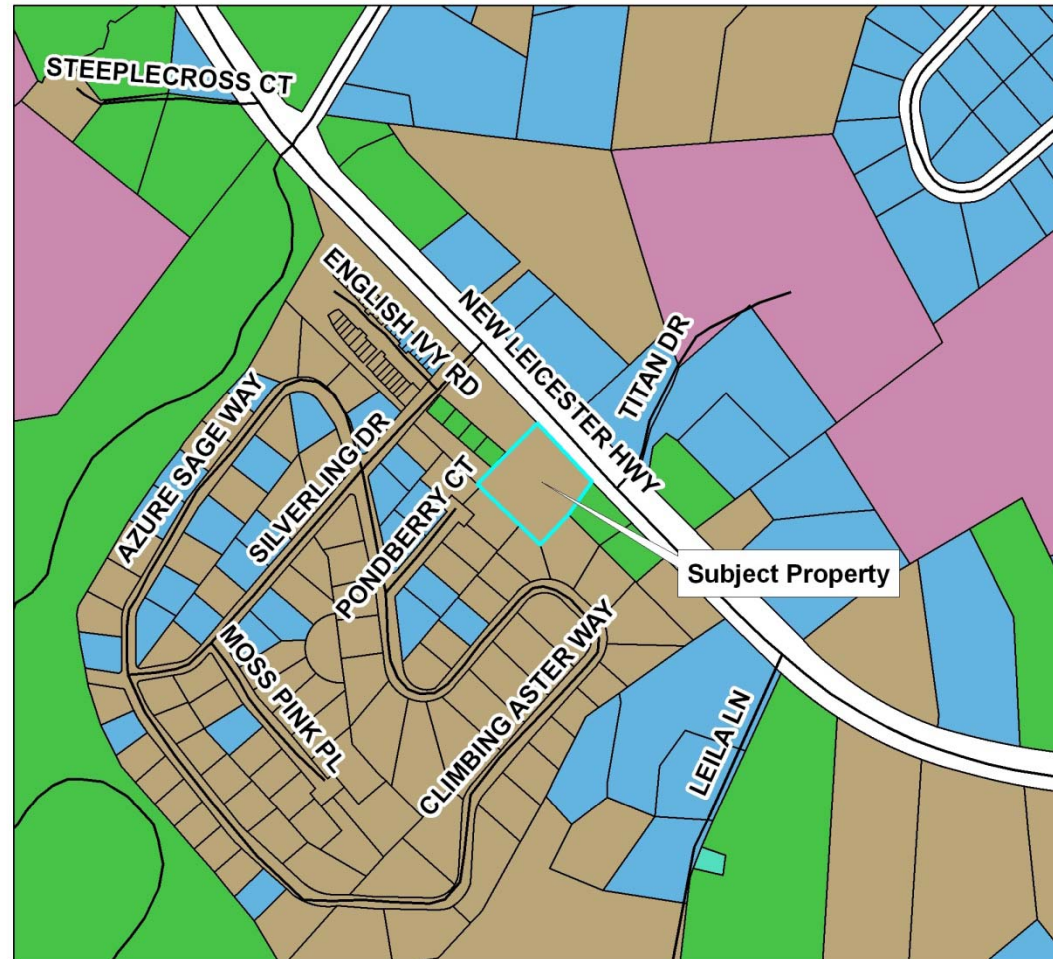


 Property Boundaries

Created By: Buncombe County Planning
Date: October 12, 2010

David Day

- Request NS from R-1
- Staff Recommendation:
 - Approval
- Planning Board Recommendation:
 - Approval



David Day Map Amendment Request

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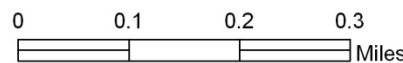
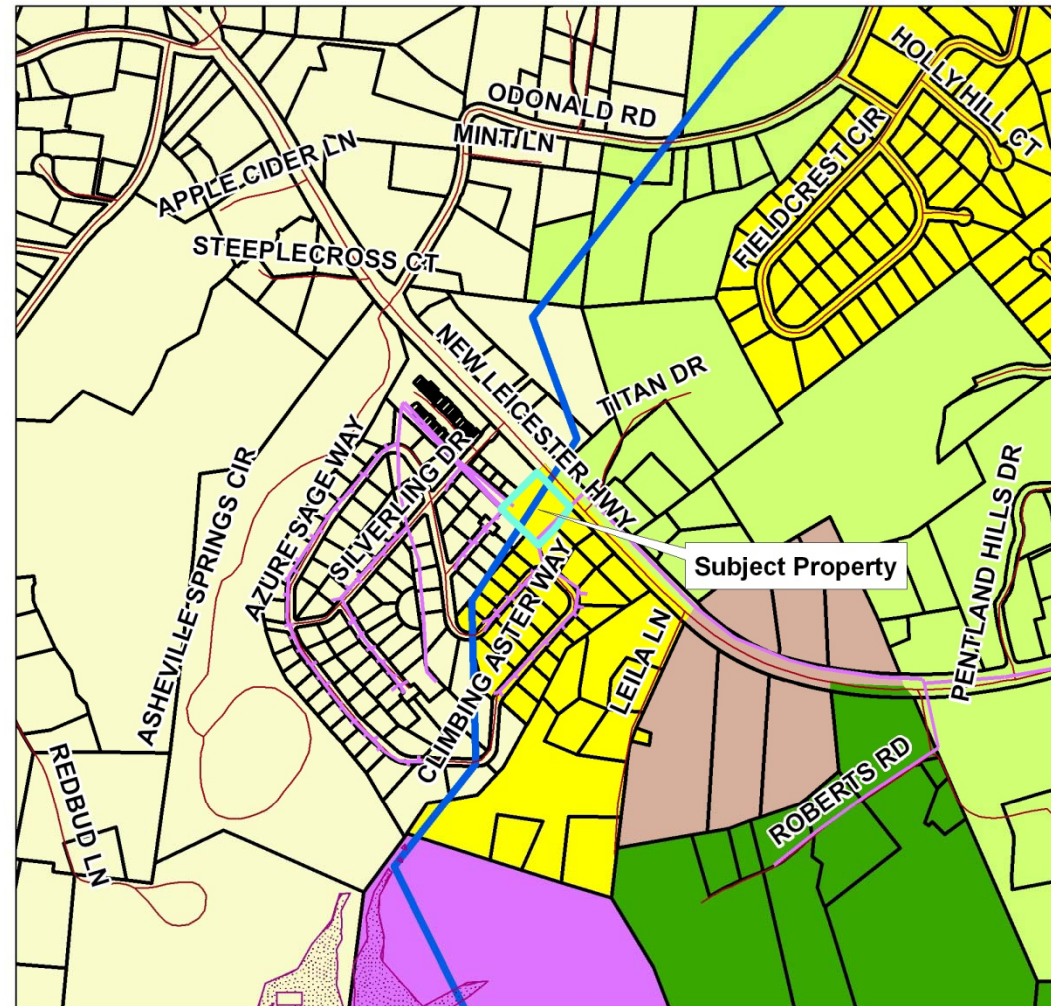


Assessed Use

- Forestry, Conservation, Parks
- Public Services
- Industry
- Community Services
- Recreational, Entertainment
- Commercial
- Vacant Land
- Agricultural
- Residential

David Day

- Request NS from R-1
- Staff Recommendation:
 - Approval
- Planning Board Recommendation:
 - Approval



Zoning Districts		Zoning Overlays	
Blue	BDM	Blue hatched	Blue Ridge Parkway Overlay
Red	CS	Grey hatched	Protected Ridge Overlay
Light Blue	EMP	Black hatched	Protected Ridge & Parkway
Brown	NS	White hatched	Steep Slope/High Elev.
Yellow	OU	Red hatched	Steep Slope/High Elev. & Pkwy
Purple	PS	Blue outline	Sewer Service Dist.
Yellow	R-1	Pink line	Public Sewer Lines
Light Green	R-2		
Green	R-3		
Dark Green	R-LD		

David Day Map Amendment Request

Total Property Size: 1.39 acres
Application Date: October 11, 2010
Planning Board Meeting Date: November 15, 2010

Created By: Buncombe County Planning
Date: October 12, 2010

BUNCOMBE COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT
REZONING ANALYSIS

CASE NUMBER : ZON2010-00270
PROPOSED ZONING CHANGE : R-1 TO NS
LOCATION : 872 NEW LEICESTER HIGHWAY
PIN NUMBER : 9619.58.8535
ACREAGE : 1.39ACRES

APPLICANT/OWNER: DAVID DAY c/o
DAY & ELIZABETH LLC
6 ROBERTS ROAD
ASHEVILLE NC 28803

DEPARTMENT RECOMMENDATION: **APPROVAL**

BOARD CONSIDERATIONS: The Board must determine if there is a reasonable basis for the requested change. An applicant's showing of reasonableness must address the totality of the circumstances and must demonstrate that the change is reasonable in light of its effect on all involved. Good Neighbors of South Davidson v. Town of Denton, 355 N.C. 254, 559 S.E.2d 768 (2002). Determination must be, the "product of a complex of factors." Chrismon v. Guilford County, 322 N.C. 611, 370 S.E.2d 579 (1988). Among the factors relevant to this analysis are the size of the tract in question; the compatibility of the disputed zoning action with an existing comprehensive zoning plan; the benefits and detriments resulting from the zoning action for the owner of the newly zoned property, his neighbors, and the surrounding community; and the relationship between the uses envisioned under the new zoning and the uses currently present in adjacent tracts. Id.

REZONING ANALYSIS: The applicant requests the rezoning of approximately 1.39 acres from R-1 (Residential District) to NS (Neighborhood Service District). The subject property is located on New Leicester Highway, south of the intersection of Silverling Drive and New Leicester Highway. The tract has been graded and has a driveway connection to the adjacent commercial shopping center to the north of the property. The surrounding area is comprised of residential development, commercial development, and vacant property. The requested zoning is consistent with the Buncombe County Comprehensive Land Use Plan as the Buncombe County Comprehensive Land Use Plan update indicates that the NS District is designed to allow for a mix of residential, commercial, business and service uses in limited areas at key intersections leading to residential neighborhoods in order to provide such service to the residents of that particular neighborhood (Buncombe County Comprehensive Land Use Plan Update, VII-4). The subject property is within the vicinity of a mix of commercial uses along New Leicester Highway with commercial uses adjacent on the north and south. The requested zoning would be consistent with surrounding uses. The requested zoning would not be detrimental to the owner, adjacent neighbors, and surrounding community as it is consistent with the developing commercial area along this section of New Leicester Highway. Therefore the Buncombe County Department of Planning and Development recommends APPROVAL of the request.

RESOLUTION OF PLANNING BOARD RECOMMENDATIONS TO THE BUNCOMBE COUNTY BOARD
OF COMMISSIONERS ON APPLICATION FOR PROPOSED ZONING MAP AMENDMENT

WHEREAS, the Zoning Administrator for Buncombe County has received an application from David Day requesting an amendment to The Zoning Maps on the parcel identified as follows:

PIN: 9619-58-8535, located at 872 New Leicester Highway, which is currently zoned Single Family Residential District R-1. The Applicant is requesting that the zoning designation be changed from R-1 to Neighborhood Service District (NS);

WHEREAS, the Zoning Administrator certified that notices of the meeting of the Buncombe County Planning Board at which this application was considered have been properly mailed to members of the Planning Board, the applicant(s), and all adjoining property owners at least ten (10) days prior to the meeting; public notice of the meeting has been properly published in a newspaper having general circulation in the County; and notice of the public hearing concerning this zoning map amendment has been prominently posted as required;

WHEREAS, pursuant N.C. Gen. Stat. § 153A-344 and Section 78-719 of the Buncombe County Code of Ordinance , the Planning Board is charged with making a recommendation to the Board of Commissioners and to comment on whether the requested zoning change is consistent or inconsistent with the Comprehensive Land Use plan; and

WHEREAS, The Planning Board has reviewed the application, has heard public comment, and consulted with planning staff, and, after careful review, has determined that it is in order to approve this application and make recommendation to the Board of Commissioners for Buncombe County that the application be approved.

Based on the facts as set forth above the Buncombe County Planning Board hereby finds and concludes as follows pertaining to the proposed amendment to the Zoning Maps as set forth in the said application of David Day:

1. said zoning change is consistent with the Buncombe County Comprehensive Land Use Plan and Updates as the 2006 Update, Section VII-4, indicates that the NS District is designed to allow for a mix of residential, commercial, business and service uses in limited areas at key intersections leading to residential neighborhoods in order to provide such service to residents of that particular neighborhood;
2. the subject property is within the vicinity of a mix of commercial uses along New Leicester Highway with commercial uses on the north and south of the subject property;

3. said zoning change is consistent with surrounding commercial uses;
4. said zoning change is reasonable and in the public interest.

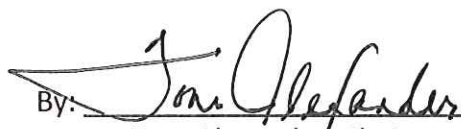
NOW, THEREFORE, BE IT RESOLVED that upon motion and second, the Buncombe County Planning Board hereby recommends as follows:

1. That the Board of Commissioners approve this application for a zoning change for PIN # 9619-58-8535 from Single Family Residential District R-1 to Neighborhood Service District (NS).

Adopted by a vote of 9 to 0.

This the 15th day of November, 2010.

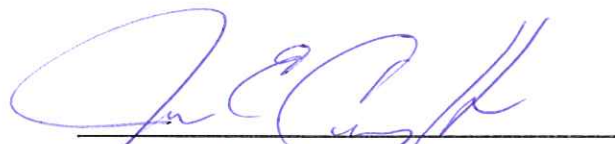
BUNCOMBE COUNTY PLANNING BOARD

By: 
Tom Alexander, Chairman

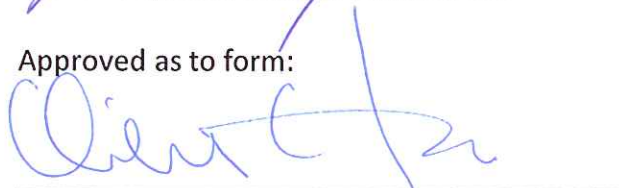
Consented to:

Planning Board Members:

Rod Hudgins
Bernie Kessel
Joe Sechler
Josh Holmes
Scott Hughes
Tom Alexander
Michelle Wood
Les Mitchell
Greg Phillips


Jon E. Creighton, Zoning Administrator

Approved as to form:


Michael C. Frue, County Attorney

BOARD OF COMMISSIONERS FOR BUNCOMBE COUNTY, NORTH CAROLINA

Extract of Minutes

Meeting of December 7, 2010

Present: Chairman David Gantt; Vice Chair Bill Stanley; Commissioners K. Ray Bailey; Holly Jones; Carol Peterson.

Absent: None

Commissioner Bailey introduced the following resolution, the title of which was read:

APPROVAL IN PRINCIPLE OF SPECIAL PURPOSE PROJECT
FOR INGLES MARKETS, INCORPORATED AND THE
FINANCING THEREOF WITH RECOVERY ZONE FACILITY
BONDS IN THE PRINCIPAL AMOUNT OF UP TO \$99,740,000

WHEREAS, The Buncombe County Industrial Facilities and Pollution Control Financing Authority (the "Authority") proposes to assist in the financing under the North Carolina Industrial and Pollution Control Facilities Financing Act, Chapter 159C of the North Carolina General Statutes, as amended (the "Act") of a "special purpose project," the proceeds of which will be loaned to Ingles Markets, Incorporated, a North Carolina corporation, or an affiliate or subsidiary thereof (the "Company"), to be used to finance the acquisition, construction and equipping of an approximately 830,000 square foot warehouse and distribution center located on its current headquarters site (which consists of approximately 46.4 acres) at 2913 U.S. Highway 70-West, Black Mountain, North Carolina and a new 80-100,000 square foot grocery store located at 153 Smokey Park Highway, Asheville, North Carolina (the "Project"), to be owned and operated by the Company in Buncombe County, North Carolina; and

WHEREAS, on August 4, 2009, the Board of County Commissioners declared the County a recovery zone for purposes of Section 1400U-1 through 1400U-3 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, under the Code, the Project constitutes "recovery zone property" because it is a depreciable property located in a recovery zone which is used in the active conduct of the Company's trade or business; and

WHEREAS, the Act and the Internal Revenue Code of 1986, as amended (the "Code") require that the governing body of a county approve in principle any project to be financed under the Act after a public hearing; and

WHEREAS, the North Carolina Tax Reform Allocation Committee has reallocated \$99,740,000 of recovery zone facility bond allocation to the Project; and

WHEREAS, this Board of Commissioners today has held a public hearing with respect to the advisability of the Project and the issuance of recovery zone facility bonds therefor, as evidenced by the Certificate and Summary of Public Hearing attached hereto as Exhibit A; and

WHEREAS, the Authority intends to issue its Recovery Zone Facility Bonds (Ingles Markets Project), Series 2010 (the "Bonds") in the principal amount of up to \$99,740,000 which will be issued as a variable rate bond that is privately placed with one or more banks; and

WHEREAS, Section 147(f) of the Code requires that the Board of Commissioners approve the plan of financing for the Bonds; and

WHEREAS, under Section 159C-4 of the Act the issuance of bonds under the Act must be approved by the governing body of the county in which the project to be financed is located;

NOW, THEREFORE, the Board of Commissioners of Buncombe County, meeting in regular session at Asheville, North Carolina, on December 7, 2010, does the following:

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR BUNCOMBE COUNTY:

1. The proposed "special purpose project" consisting of the acquisition, construction and equipping of the Project, which is "recovery zone property" under the Code, to be owned and operated by Ingles Markets, Incorporated, a North Carolina corporation, or an affiliate or subsidiary thereof, and the issuance of recovery zone facility bonds in an amount not to exceed \$99,740,000 therefore are hereby approved in principle.

2. The Board of Commissioners hereby approves the plan of financing as required by Section 147(f) of the Code.

3. The issuance of the Bonds in the principal amount of \$99,740,000 is hereby approved for purposes of Section 159C-4 of the Act.

4. THE BONDS DO NOT CONSTITUTE A DEBT OF THE STATE OF NORTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY OR THE COUNTY, OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF NORTH CAROLINA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY OR THE COUNTY.

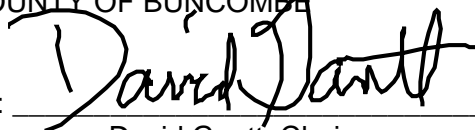
5. That this resolution shall be effective upon its adoption.

This the 7th of December, 2010.

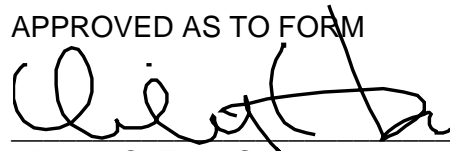
ATTEST


Kathy Hughes, Clerk

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

By: 
David Gantt, Chairman

APPROVED AS TO FORM


Michael C. Frue, County Attorney

Commissioner Bailey moved the passage of the foregoing resolution and Commissioner seconded the motion, and the resolution was passed by the following vote:

Ayes: Chairman Gantt; Vice Chairman Stanley and Commissioners Bailey, Jones and Peterson

Nays: None

I, Kathy Hughes, Clerk to the Board of Commissioners for the County of Buncombe, North Carolina DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting duly called and held December 7, 2010, as it relates in any way to the resolution hereinabove set forth, and that said proceedings are recorded in Minute Book 125 of the minutes of the Board. Pursuant to N.C.G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board is on file in my office.

WITNESS my hand and the common seal of said County, this ____ day of December, 2010.

Clerk to the Board
Buncombe County Board of Commissioners

(SEAL)

Exhibit A

Certificate and Summary

The undersigned Clerk of the Board of Commissioners of Buncombe County, North Carolina, hereby certifies:

1. Notice of a public hearing (the "Hearing") to be held on December 7, 2010, with respect to the issuance of bonds by The Buncombe County Industrial Facilities and Pollution Control Financing Authority (the "Authority") for the benefit of Ingles Markets, Incorporated, a North Carolina corporation (the "Company") was published on November 20, 2010, in the *Asheville Citizen-Times*.

2. The presiding officer of the Hearing was _____.

3. The following is a list of the names and addresses of all persons who spoke at the Hearing:

4. The following is a summary of the oral comments made at the Hearing:

IN WITNESS WHEREOF, my hand and the seal of Buncombe County, this ____ day of December, 2010.

Clerk to the Board
Buncombe County Board of Commissioners

(SEAL)

ASHEVILLE
CITIZEN-TIMES
VOICE OF THE MOUNTAINS • CITIZEN-TIMES.com

AFFIDAVIT OF PUBLICATION

BUNCOMBE COUNTY

**SS.
NORTH CAROLINA**

NOTICE OF PUBLIC HEARING REGARDING REVENUE BONDS TO BE ISSUED BY THE BUNCOMBE COUNTY INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY

Notice is hereby given that the Board of Commissioners of the County of Buncombe, North Carolina (the "County") will hold a public hearing on December 7, 2010 at 4:30 p.m. (or as soon thereafter as the hearing is held) in the Commissioners' Meeting Room, 30 Valley Street, Asheville, North Carolina, concerning the proposed issuance and sale by The Buncombe County Industrial Facilities and Pollution Control Financing Authority (the "Authority") of its Recovery Zone Facility Bonds (Ingles Markets, Incorporated Project), Series 2010 (the "Bonds"). In an amount not to exceed \$99,740,000, the proceeds of which will be loaned to Ingles Markets, Incorporated, a North Carolina corporation or an affiliate or related entity thereof (the "Company") to be used to finance: (a) the construction and equipping of an approximately 330,000 square foot warehouse and distribution center located on its current headquarters site (which consists of approximately 46.4 acres) at 2913 U.S. Highway 70 West, Black Mountain, North Carolina; (b) acquisition, construction and equipping of a new 80,100 square foot grocery store located at 153 Smokey Park Highway, Asheville, North Carolina; (c) acquisition of equipment and rolling stock for the Company's facilities (collectively, the "Project"); and (d) payment of certain costs of issuance of the Bonds. The Project is expected to create approximately 190 new jobs in Buncombe County. The Company expects the cost of the Project to be approximately \$99,740,000.

Any person interested in the issuance of the Bonds or the location or nature of the Project may appear and be heard. Any person who wishes to make comments in writing on the proposed issuance of the Bonds or the Project may do so, within fourteen (14) days, to The Buncombe County Industrial Facilities and Pollution Control Financing Authority and the Board of Commissioners, Attention: Clerk to the Board of Commissioners, 205 College Street, Suite 300, Asheville NC 28801.

November 20, 2010 (7896)

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by law to administer oaths, personally appeared **Elyse Giannetti**, who, being first duly sworn, deposes and says: that she is the **Legal Billing Clerk of The Asheville Citizen-Times**, engaged in publication of a newspaper known as **The Asheville Citizen-Times**, published, issued, and entered as first class mail in the City of Asheville, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in **The Asheville Citizen-Times** on the following date: November 20th, 2010. And that the said newspaper in which said notice, paper, document or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

Signed this 22nd day of November, 2010

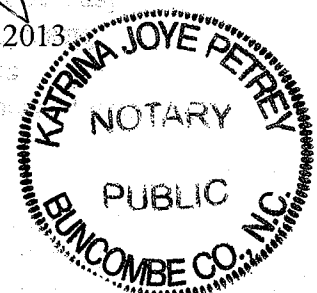
Elyse Giannetti

(Signature of person making affidavit)

Sworn to and subscribed before me the 22nd day of November, 2010.

Katrina Joye Petrey

(Notary Public)
My Commission expires the 5th day of October, 2013



(828) 232-5830 | (828) 253-5092 FAX

14 O. HENRY AVE. | P.O. BOX 2090 | ASHEVILLE, NC 28802 | (800) 800-4204



ORDINANCE 10-12-03

ORDINANCE AMENDING CHAPTER 6 "ANIMALS" OF THE COUNTY
CODE OF ORDINANCES

WHEREAS, recently this Board adopted a set of amendments to Chapter 6, Article II, Animal Control of the Code of Ordinances County of Buncombe, North Carolina; and

WHEREAS, a Note appended to Sec. 6-64 was deleted and it has been recommended that this Note be reinserted; and

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to amend the Animal Control ordinance and to make the recommended changes to the existing ordinance.

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

1. That Chapter 6, Article II, Animal Control of the Code of Ordinances County of Buncombe, North Carolina is hereby revised by replacing Sec. 6-64 as follows:

Sec. 6-64. Obtaining an unaltered animal permit.

Applicants must apply for permits required by section 6-63 above, with the sheriff or his designees. The fee for an unaltered animal permit shall be \$100.00. A tag will be issued identifying the animal as an unaltered animal and must be displayed at all times.

Note: Effective date February 1, 2004. For 60 days after the effective date, warning citations will be issued for unaltered animals without a permit. After April 1, 2004, citations will be issued to owners of unaltered animals not holding a permit. If the animal is altered within 30 days, the citation will be waived. A citation will only be issued under this section if the animal is in violation of another provision of this chapter.

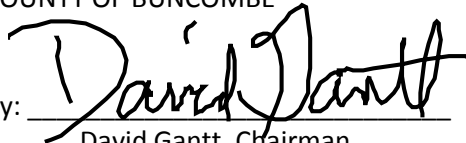
2. That this resolution shall be effective upon adoption.

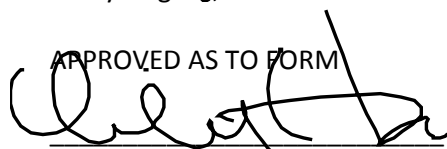
This the 7th of December, 2010.

ATTEST


Kathy Hughes, Clerk

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

By: 
David Gantt, Chairman

APPROVED AS TO FORM

Michael C. Frue, County Attorney

RESOLUTION # 10-12-04

BUNCOMBE COUNTY ECONOMIC DEVELOPMENT COALITION

WHEREAS, N.C.G.S. 158-8 provides that the board of county commissioners of any county may by resolution create an economic development commission for said county: and

WHEREAS, this Board desires to establish and create an Economic Development Coalition for Buncombe County to advise and assist this Board in the economic development of Buncombe County.

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

Section 1. CREATION

The Buncombe County Board of Commissioners hereby creates an economic development commission to oversee and stimulate private sector participation in the sustained growth and development of Buncombe County. The name of the organization shall be the Economic Development Coalition of Asheville-Buncombe County, (hereinafter "EDC").

Section 2. OBJECTIVES

This EDC is intended to stimulate private sector investment, economic growth and job creation within Buncombe County. It creates a focused effort to recruit and establish new or expanded business activity which will have a positive impact on the economic health of the community. Efforts will include, but not be limited to the following:

- (a) Establishing and maintaining an economic development database;
- (b) Preparing an economic development strategy with specific goals with broad-based community participation;
- (c) Developing a comprehensive program and visual and written materials to encourage the location and/or relocation of manufacturing, industrial and commercial business within Buncombe County;
- (d) Developing programs to encourage the retention and expansion of existing businesses;
- (e) Employing at least one economic development professional and supporting staff to maintain an Economic Development Office;
- (f) To research and report on the ten most important challenges to economic growth in Buncombe County.

Section 3. COMPOSITION OF THE EDC BOARD

The EDC Board will be composed of seventeen (17) members. As long as funding is provided by each agency, the EDC will be appointed as follows:

- A. Five (5) members designated by the County Commissioners as follows:

- (1) One County Commissioner (the initial appointee shall serve a 3 year term)
 - (2) Two (2) members will be business owners or the CEO of an established business (one initial member of this class shall serve a 3 year term and the other a 2 year term)
 - (3) Two (2) at large members (one initial at-large member shall serve a 2 year term and the other a 1 year term)
- B. Three (3) members recommended by the Asheville Area Chamber of Commerce and appointed by the Board of County Commissioners (one initial member of this class shall serve a 3 year term, one shall serve a 2 year term, and the other a 1 year term)
- C. One (1) member appointed by the City Council (the initial appointee shall serve a 1 year term)
- D. Eight (8) ex officio members:

The chief executives of the following organizations will serve as ex officio members:

- County of Buncombe
- Asheville Area Chamber of Commerce
- Asheville Regional Airport Authority
- Asheville-Buncombe Technical Community College
- Buncombe County Schools
- Asheville City Schools
- City of Asheville
- Manufacturers Executive Association

Ex Officio members will participate in all aspects of membership including attendance in closed session and full voting privileges. All appointees shall be residents of Buncombe County.

The fiscal and administrative year of the EDC shall be from January 1st through December 31st of the following year.

The initial EDC Board will be appointed on or about December 7, 2010. The initial terms will begin on January 1, 2011. The initial December 7th through December 31st period shall not be counted toward the terms as provided herein.

Within 15 days of the appointment, the EDC members shall meet and elect a chairman, vice-chairman, and create and fill other offices as it may determine. The term of the chairman and other officers shall be one (1) year with eligibility for re-election. The President of the Asheville Area Chamber of Commerce shall serve as secretary to the EDC. The EDC shall adopt bylaws and rules for the transaction of its business and shall keep a record of its members' attendance, and of its resolutions, discussions, findings, and recommendations, which record shall be a public record. The EDC shall hold at least one meeting monthly, with the exception of December, and all of its meetings shall be open to the public, except as provided in N.C.G.S. 143-318.11. There shall be a quorum of nine (9) EDC members for a purpose of taking any official action required by this resolution.

Section 4. TERMS

Board members are eligible to serve no more than two (2) consecutive three-year terms, with the exception of the County Commissioner and City Council members who may serve at the pleasure of their respective board.

Initial appointees shall serve staggered terms to be determined by the Board of Commissioners as indicated above. The appointment term of members serving initial terms of 1 or 2 years shall not be counted against the eligibility limit of no more than two (2) consecutive three-year terms.

Vacancies occurring for reasons other than the expiration of appointed terms shall be filled as they occur by the Board of County Commissioners for the period of the unexpired term.

Section 5. PERSONNEL

In accordance with N.C.G.S. 158-10, within the limits of appropriated funds, the EDC may hire and fix the compensation of any personnel necessary to its operations, contract with consultants for such services as it may require, and contract the State of North Carolina or the federal government, or any agency and department thereof, or the Asheville Area Chamber of Commerce for such services as may be provided by such agencies; and it is hereby empowered to carry out the provisions of such contracts as it may enter. The initial Management agreement shall be with the Asheville Area Chamber of Commerce.

Section 6. FINANCIAL MATTERS

The EDC may accept, receive, and disburse in furtherance of its functions any funds, grants, and services made available by the federal government and its agencies, the State government and its agencies, any municipalities or counties, and by private and civic sources.

Each year, during the County budget process, the EDC Board shall provide for approval an operating budget, goals, and objectives for the next fiscal year as well as a report of accomplishments for the previous year. The EDC records shall be subject to an annual audit.

The EDC Board shall provide to the Buncombe County Board of Commissioners semi-annual progress reports or other reports as requested.

The expenditures of the EDC, exclusive of gifts or grants, shall be within the amounts appropriated for the purpose by the Board of Commissioners and the Chamber, and no indebtedness for which the county shall be liable shall be contracted or incurred by the said EDC unless an appropriation is made by the Board of Commissioners for such purpose, as authorized by law, and then only to the extent of such appropriation.

Section 7. SEVERABILITY

If any part of this resolution shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this resolution.

Section 8. EFFECTIVE DATE

This resolution shall become effective upon its adoption.

ADOPTED this the 7th day of December, 2010

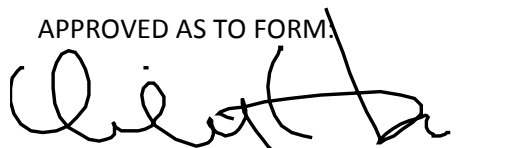
ATTEST:

BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE


Kathy Hughes, Clerk to the Board

BY: 
David Gantt, Chairman

APPROVED AS TO FORM:


Michael C. Frue, County Attorney

BY-LAWS OF THE
BUNCOMBE COUNTY ECONOMIC DEVELOPMENT
COALITION

ARTICLE I.

THE COALITION

Section 1. Name of Coalition:

The name of the Coalition shall be the Economic Development Coalition of Asheville-Buncombe County, (hereinafter sometimes "EDC").

Section 2: Offices:

For the length of the Management Agreement, the office of the EDC shall be located at the Asheville Area Chamber of Commerce building, 36 Montford Avenue, Asheville, North Carolina or at such other places in Buncombe County as the EDC may from time to time designate.

Section 3. Fiscal and Administrative Year:

The fiscal and administrative year of the EDC shall be the calendar year.

Section 4. Terms of Office:

Following the initial December 7th through December 31st period, the member's terms of office shall be as indicated below.

ARTICLE II.

MEMBERS

Section 1. General Powers:

The affairs of the EDC shall be managed by its members who collectively shall have and, according to these By-Laws, shall exercise those powers enumerated in Chapter 158 of the General Statutes of North Carolina, within the framework provided by the Buncombe County Board of Commissioner's Resolution establishing the EDC.

Section 2. Appointment of Members:

The EDC Board will be composed of seventeen (17) members. As long as funding is provided by each agency, the EDC will be appointed as follows:

A. Five (5) members designated by the County Commissioners as follows:

- (1) One County Commissioner (the initial appointee shall serve a 3 year term)

- (2) Two (2) members will be business owners or the CEO of an established business (one initial member of this class shall serve a 3 year term and the other a 2 year term)
- (3) Two (2) at large members (one initial at-large member shall serve a 2 year term and the other a 1 year term)
- B. Three (3) members recommended by the Asheville Area Chamber of Commerce and appointed by the Board of County Commissioners (one initial member of this class shall serve a 3 year term, one shall serve a 2 year term, and the other a 1 year term)
- C. One (1) member appointed by the City Council (the initial appointee shall serve a 1 year term)
- D. Eight (8) ex officio members:

The chief executives of the following organizations will serve as ex officio members:

- County of Buncombe
- Asheville Area Chamber of Commerce
- Asheville Regional Airport Authority
- Asheville-Buncombe Technical Community College
- Buncombe County Schools
- Asheville City Schools
- City of Asheville
- Manufacturers Executive Association

Ex Officio members will participate in all aspects of membership including attendance in closed session and full voting privileges. All appointees shall be residents of Buncombe County.

No person appointed as a member of the EDC shall make any contract for his or her own benefit as a result of information obtained as a result of his or her membership on the EDC, or be in any manner concerned or interested in making such contract, or in the profits thereof, either privately or openly, singularly or jointly with another arising out of or as a result of information obtained as a member of the EDC.

Section 3. Terms:

Board members are eligible to serve no more than two (2) consecutive three-year terms, with the exception of the County Commissioner and City Council members who may serve at the pleasure of their respective board.

Initial appointees shall serve staggered terms to be determined by the Board of Commissioners as indicated above. The appointment term of members serving initial terms of 1 or 2 years shall not be counted against the eligibility limit of no more than two (2) consecutive three-year terms.

Vacancies occurring for reasons other than the expiration of appointed terms shall be filled as they occur by the Board of County Commissioners for the period of the unexpired term.

Section 4. Voting Rights:

Each member present and in good standing shall be entitled to one vote on each matter submitted to the vote of the members. Provided however the board may excuse a member from voting upon questions involving his own financial interest, a potential conflict of interest, or his official conduct.

Section 5. Termination of Membership:

- (A) The Board of County Commissioners, by affirmative vote of sixty percent of all its members, may suspend or expel any of its appointed members of the EDC for cause and, by a majority vote of those present at any regularly constituted meeting, may terminate the membership of any of its appointed members who become ineligible for membership.
- (B) Failure of any member to attend at least two-thirds (66.6%) of the regular meetings in any consecutive 12-month period will be deemed to be a resignation and shall automatically terminate his or her membership. The Chairman shall notify the member and the agency that recommended his or her appointed authority of such termination.

Section 6. Resignation:

Any member may resign by filing a written resignation with the Chairman of the EDC. The EDC Chairman will notify the Buncombe County Clerk to the Board.

Section 7. Transfer of Membership:

Membership in the EDC is not transferable or assignable.

Section 8. Compensation:

Members shall serve without compensation but may be reimbursed for expenses actually incurred in connection with the performance of their duties.

ARTICLE III.

MEETINGS OF MEMBERS

Section 1. Regular and Special Meetings:

The EDC shall meet regularly once a month, with the exception of December, at a place and time designated by the Chairman. Special meetings of the EDC may be called by the Chairman or by not less than six (6) members, such special meetings to be held at a place and time designated by the Chairman or the six (6) calling members. All members and the media shall be notified at least forty-eight (48) hours in advance of such meetings.

Section 2. Open Meetings:

All meetings of the EDC, whether regular or special, shall be announced to the news media and open to the public, provided that the EDC may hold closed sessions from time to time as provided by North Carolina General Statutes 143-318.11.

Section 3. Action by Members:

All actions shall be determined by a majority vote of the members of the EDC in open meeting. Nine (9) members shall constitute a quorum for any meeting of the EDC. If a quorum is not present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice. Except as otherwise provided by law or these By-Laws, the EDC shall be governed by the Rules of Parliamentary Practices as contained in "Roberts' Rules of Order".

Section 4. Minutes:

The minutes of all regular and special meetings of the EDC shall be distributed to each member of the EDC no later than the Friday before the next regularly scheduled Board meeting.

ARTICLE IV.

OFFICERS

Section 1. Election of Chairman, Vice-Chairman & Secretary:

There shall be elected from the members of the EDC a chairman, vice-chairman, and create and fill other offices as it may determine each serving a one-year term. The President of the Asheville Area Chamber of Commerce shall serve as Secretary to the EDC.

ARTICLE V.

DUTIES OF OFFICERS

Section 1. Duties of Officers:

The duties of the officers shall be as follows:

- A. Chairman: The Chairman shall call and preside at all regular and special meetings of the EDC. He shall appoint the Chairman and members of all Committees and shall be the ex-officio member of all such Committees. He shall perform such other duties as may come within the jurisdiction of his office. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and policies of the EDC.
- B. Vice-Chairman: The Vice-Chairman shall preside at meetings and perform the duties of the Chairman in the absence or incapacity of the Chairman. He shall perform such other duties as may be assigned to him by the Chairman of the EDC.

- C. Secretary: The Secretary shall be responsible for taking minutes of meetings of the EDC and for preserving documents, records, and reports, and he/she shall perform such other duties as the EDC may direct for the length of the Management Agreement.

The Chairman or Vice-Chairman shall review and approve or disapprove by their signatures all expenditures and orders for disbursement of funds.

ARTICLE VI.

COMMITTEES

Section 1. Committees:

Committees having such responsibilities as may be delegated to them may be established. The Chairman of the EDC shall appoint a member of the EDC as Chairman and such other persons, all of whom need not be EDC members, to serve on a committee.

ARTICLE VII.

ADMINISTRATIVE SERVICES

Section 1. Contractual:

Administrative services to the EDC shall be provided in accordance with the criteria established by agreement between the Buncombe County Commissioners and a contract management agency. The initial Management Agreement will be with the Asheville Area Chamber of Commerce which shall act as the Management Agency.

ARTICLE VIII.

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts:

The EDC may authorize any officer or officers, agent or agents of the EDC, in addition to officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name and behalf of the EDC, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Orders:

The Management Agency will itemize expenses and submit to the County for reimbursement. The County will reimburse to the Agency the economic development expenses on or before the fifth (5th) day of each month commencing January 1, 2011 and continuing for the duration of this Agreement. Reimbursement will be via electronic funds transfer.

Section 3. Gifts:

The Chairman may accept on behalf of the EDC any contribution, gift, bequest, or devise for any purpose of the EDC.

Section 4. Statutory Compliance:

All matters of fiscal control and administration shall be handled in accordance with Chapter 159 of the General Statutes of North Carolina.

ARTICLE IX.

BOOKS AND RECORDS

Section 1. Books and Records:

The EDC shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and shall keep at a principal office a record giving names and addresses of the members entitled to vote. All books and records of the EDC may be inspected by any member or his duly authorized agent or attorney for any proper purpose at any reasonable time.

ARTICLE X.

AMENDMENTS

Section 1. Amendments:

These By-Laws, or any part thereof, may be amended at the pleasure of and by a two-thirds (2/3) affirmative vote of the members of the EDC present and voting, providing a quorum is present, and such amendment(s) shall become effective when approved by the Board of Commissioners.

ADOPTED in regular session December 7, 2010
(Date)

Economic Development Coalition Chairman

APPROVED by the County of Buncombe on the 7th day of December, 2010

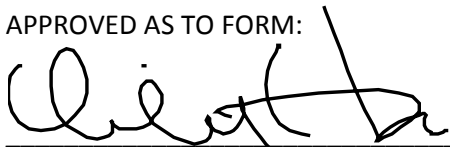
ATTEST:

BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE


Kathy Hughes, Clerk to the Board

BY: 
David Gantt, Chairman

APPROVED AS TO FORM:


Michael C. Frue, County Attorney

Economic Development Coalition

9 members

All appointed by Buncombe County Commissioners:

5 recommended by the County Commissioners

K. Ray Bailey 3 years
Commissioner

Rick Guthy 3 years
CPU2

Jim Oliver 2 years
AVL Technologies

Jeff Powers 2 years
Thermo Fisher

Julie Herron 1 year
Precision Products

3 recommended by Chamber of Commerce

Rick Lutovsky 3 years
Retired Asheville Chamber

John Smith 2 years
Progress Energy

Paul Szurek 1 year
Biltmore Company

1 recommended by the City of Asheville

Terry Bellamy 1 year
Mayor



Memorandum

RETURN FORM BY JANUARY 7, 2011

VOTING DELEGATE DESIGNATION FORM LEGISLATIVE GOALS CONFERENCE JANUARY 20-21, 2011

NOTE: Please place this action on your board meeting agenda.

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate. Each voting delegate should complete and sign the following statement and **RETURN IT TO THE ASSOCIATION NO LATER THAN FRIDAY, JANUARY 7, 2011.**

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2011 Legislative Goals Conference.

Signed: _____

Title: _____

Article VI, Section of the Association's Constitution provides:

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

RESOLUTION NO. 10-12-05

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A SUBLEASE OF PROPERTY
WITH THE ASHEVILLE YOUTH ROWING ASSOCIATION AT LAKE JULIAN PARK.

- WHEREAS,** Buncombe County is the primary tenant of the facility commonly referred as "Lake Julian Park" and more particularly described in that certain lease between Carolina Power & Light Company, a North Carolina public service corporation d/b/a Progress Energy Carolinas, Inc. dated March 5, 1973 and recorded in Deed Book 1120 at Page 37 Buncombe County, North Carolina Registry (herein "Lease"); and
- WHEREAS,** pursuant to the Lease, the County may sublease a portion of the property for recreational purposes; and
- WHEREAS,** pursuant to N.C. Gen. Stat. § 153A-11 and § 153A-449, the County may contract with private entities to carry any public purpose the County is authorized by law to engage in; and
- WHEREAS,** pursuant to N.C. Gen. Stat. § 153A-444, the County may establish recreational programs for its citizens; and
- WHEREAS,** the Asheville Youth Rowing Association (herein "AYRA") provides the recreational rowing activities for the youth of Buncombe County and surrounding counties; and
- WHEREAS,** the AYRA currently uses a portion of Lake Julian Park for youth recreational rowing purposes; and
- WHEREAS,** the AYRA has requested permission to construct a new building in the Park to house boats and support its youth rowing programs; and
- WHEREAS,** a portion of the building will be used by the County for storage; and
- WHEREAS,** CP&L has approved AYRA's request regarding the site for the proposed building.

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

1. The County Manager has authority execute the sub-lease agreement attached herewith as Exhibit A.
2. That this resolution shall become effective upon its adoption.

ADOPTED this the 7th day of December, 2010

ATTEST


KATHY HUGHES, CLERK

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

BY: 
DAVID GANTT, CHAIRMAN

APPROVED AS TO FORM


COUNTY ATTORNEY

STATE OF NORTH CAROLINA

SUBLEASE

COUNTY OF BUNCOMBE

THIS SUBLEASE made and entered into this 8th Day of Dec., 2010, by and between the COUNTY OF BUNCOMBE, a body politic and corporate, hereafter sometimes referred to as "Lessor" and ASHEVILLE YOUTH ROWING ASSOCIATION, a North Carolina non-profit corporation, hereafter sometimes referred to as "Lessee":

WHEREAS, Lessor is the primary tenant of the facility commonly referred as "Lake Julian Park" and more particularly described in that certain lease between Carolina Power & Light Company, a North Carolina public service corporation d/b/a Progress Energy Carolinas, Inc. (herein "CP&L") and County of Buncombe dated March 5, 1973 and recorded in Deed Book 1 120 at Page 37 Buncombe County, North Carolina Registry; and

WHEREAS, the County, through its Parks and Recreation Department provides various recreational activities for the general public around Lake Julian;

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-11 and § 153A-449, the County may contract with private entities to carry any public purpose the County is authorized by law to engage in;

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-444, the County may establish recreational programs for its citizens;

WHEREAS, Lessee provides the recreational and competitive rowing activities for the youth of Buncombe County and surrounding counties;

WHEREAS, Lessee currently uses a portion of the County's leased premises as hereafter described for youth recreational and competitive rowing purposes;

WHEREAS, the Lessee has requested permission to construct a building on the leased premises to house boats and support its youth rowing programs;

WHEREAS, CP&L has consented to allow the construction of such a building and use of the facility by LESSEE to promote a public purpose of recreational youth rowing opportunities for children in Western North Carolina.

NOW THEREFORE for and in consideration of the mutual promises and agreements hereinafter set forth and the rental to be paid as herein provided by Lessee to Lessor, the Lessor does hereby demise and sublease unto the Lessee a portion of Lessor's leased premises for recreational rowing purposes only upon the following terms and conditions.

1. **PROPERTY SUBJECT TO SUBLEASE.** The property subject to this Sublease is described in the survey and site plan attached hereto as Exhibit A (herein "Premises").
2. **SUBLEASE TERM.** The term of this Sublease shall commence upon the execution of this Sublease by all parties thereto and expire on December 31, 2030; thereafter, this Sublease may automatically renew and continue for successive additional one (1) year terms, to run concurrently with Lessor's renewal of its lease with CP&L.
3. **RENTAL.** As rental for the Subleased premises as described above, Lessee will pay to the Lessor the sum of Five Thousand Eight Hundred and Eighty Dollars and no/100 (\$5,880.00) Dollars per year due and payable in advance on or before the first day of January 1, 2011 and then on or before the tenth (10th) day of January annually. Lessor has the right and option, at its sole discretion, to increase the rate of rental paid hereunder by notifying Lessor in writing of such intention not later than ninety (90) days prior to the expiration of the current term, provided, however, that any such increase shall be limited to a like percentage increase paid by renters of individual boat slips/property at Lake Julian Park during the preceding term of this Sublease. However, on an annual basis for the term of this Sublease and any extensions, said rental payment to Lessor shall be waived so long as Lessee make available to Lessor the option to use said storage space as set forth in Section 5a whether or not Lessor elects to use the space. Should Lessee not allow Lessor use of the storage area, then the annual rent payment will automatically be instituted and become due and payable.
4. **FAILURE TO PAY RENT.** If Lessee shall fail to make any payment of rent when due hereunder, or within ten (10) days after mailing by Lessor of written notice of such default to Lessee at the last known address of Lessee this Sublease and any extension or renewal thereof shall automatically terminate, and Lessor thereupon may enter and take possession of the Premises. The thirty (30) day notice provision in Section 19 of this Sublease is not applicable to failure to pay rent. However, the remainder of Section 19 is applicable to this Section if Lessee fails to cure the breach and remove its Building and personal property from the Premises within thirty (30) days.
5. **STRUCTURES, CONSTRUCTION, ACCESS.** Lessee is permitted to construct a building on the Premises to house boats and a non-exclusive pier in a location near the Premises as set forth in Exhibit B (herein "Building"). The Lessee may omit the entry tower shown on Exhibit B if the costs of the project exceed the Lessee's expectations. Lessee may also change the design of the exterior of the Building with the approval of the Director of Parks and Recreation. Said approval shall not be unreasonably withheld. No other structures shall be erected or maintained on said land. Lessee shall be granted reasonable access over and across the properties controlled by Lessor for and during the term of construction of the Building and said nonexclusive pier and for the use of such facilities during the term of this Sublease and any renewal thereof. Lessee shall be responsible for obtaining any and all necessary permits for construction and shall provide to Lessor copies of any such permits upon request.

- a. Lessee agrees to provide the Lessor with a portion of the building to be used as storage space during the term of this Sublease. The portion of the building that will be used by the Lessor is depicted in Exhibit C. Lessor agrees to keep its portion of the building in good condition. Lessee will provide Lessor with keys or other device so the Lessor can access the storage area. Lessee shall give Lessor ninety (90) days written notice of its intent to terminate the Lessor's right to use the storage space.
6. **PERMITTED USES.** Lessee has a non-exclusive right to use the Premises during the normal operating hours of the park. Lessee agrees that the Building shall be used solely public purpose of providing youth rowing opportunities to residents of Buncombe County and surrounding counties, except for the storage area as described in Section 5a. Lessee has the right to establish policies for use of the Building. Should the building be used for any other purpose, this Sublease shall automatically terminate and the Premises shall revert back to the Lessor. Lessee, its members and guests shall have the right to enter upon and use the waters of the adjoining lake for recreational and competitive rowing purposes not inconsistent with the primary purpose of the lake as a source of unpolluted water in connection with the operation of CP&L steam electric generating plant. Lessee will not use the Premises for any commercial purpose, although it may be used for fund raising for Asheville Youth Rowing Association with permission from Lessor. No unlawful or offensive use of the land or the lake shall be made by Lessee and Lessee will exercise due care and diligence to prevent other persons from so doing inside the buildings. House boats are not allowed on the lake and smoking is not allowed anywhere within Lake Julian facility. Lessee shall only use the Building during the established park hours and agrees to have all boats out of the water and members and guests out of the park prior to the park closing.
7. **IMPROVEMENTS.** Any pier, wharf, boat-launching ramp or Building erected and maintained on said land shall be built of sturdy construction in such manner that no part thereof is subject to detachment from the remainder of the structure. Any Building constructed on the Premises shall be designed to accommodate boats only, and no living quarters or bath facilities shall be constructed or used thereon. Before any structure is erected on the Premises, Lessee will submit to Lessor the plans or design for same, and obtain written approval of such construction from Lessor. Lessor reserves the right to remove or cause to be removed from the Premises, without notice to Lessee, any structures erected thereon without the prior written approval of Lessor.
8. **GOOD REPAIR.** Lessee shall maintain and keep in good repair its structure and nonexclusive pier constructed by Lessee pursuant to the provisions of Paragraph 6 above; and if Lessee fails to maintain the Building in a clean, neat and orderly condition, Lessor may notify Lessee of the objectionable or unsightly conditions and Lessee shall have seven (7) business days following notification to correct the deficiency. Failure to keep the Building and Premises in good repair will be considered a breach of this

Sublease. Lessee shall be responsible for all costs involved in maintaining the structure and pier in a good condition for the term and any renewals of this Sublease.

9. **COMPLIANCE WITH STATE FISHING AND BOATING REGULATIONS.** Lessee for itself and his bona fide guests, agrees that fishing, boating, and other recreational activities upon the waters of the lake and the Premises described above shall be engaged in only to the extent and in the manner provided by applicable laws of the State of North Carolina and regulations issued thereunder.
10. **NO ACCESS AREAS.** Lessee, for itself and its bona fide guests, agrees that it will not allow entry upon the waters of the lake, for any purpose, within the area lying within two hundred (200) feet above CP&L's dam or within one hundred (100) feet of the shoreline in the vicinity of CP&L's steam generating plant.
11. **RISK OF LOSS OR INJURY.** Lessee assumes all risks of personal injury or property damage incident to its occupancy and use of the lot or parcel of land above described or the waters of the lake, including specifically, but not by way of limitation, any personal injury or property damage which may be sustained in connection with the rise and fall of water in the lake, resulting either from action of Lessor, or of CP&L, or from natural conditions. The use of water permitted hereunder shall not include the right to divert or take any water from the lake.
12. **HOLD HARMLESS AGREEMENT.** Lessee further agrees that it will indemnify, protect, defend and save harmless Lessor from any and all loss, costs, claims, damages, expenses, judgments, and causes of action for any and all personal injuries and property damages sustained or claimed to have been sustained by Lessee, its shareholders, successors and/or assigns and its guests arising or claimed to have arisen in connection with the occupancy or use of the Premises or the waters of the lake.
13. **INSURANCE.** Lessee agrees to obtain and maintain liability insurance coverage in the minimum amount of One Million (\$1,000,000.00) Dollars for any and all property damage or personal injuries that may be caused by the acts or omission of Lessee, its shareholders, agents and employees; Lessee will provide to the Lessor, a copy of such insurance policy; The Lessee shall be responsible for all damages that may occur which are caused by Lessee, its members, employees, agents, servants, or guest while using the subject lake area for rowing events. Failure to maintain the proper amount of insurance during the term of this Sublease will constitute a breach.
14. **WASTE.** Lessee will not cut or permit to be cut any timber or trees upon the subleased Premises without the written consent of Lessor; and Lessee will exercise due care and diligence to preserve and maintain all fences, trees, timber and improvements upon said land and will not commit, or permit others to commit, acts of waste thereon.
15. **SUBORDINATE RIGHTS.** This Sublease and the rights granted hereunder are subject and

subordinate to all the terms and conditions of the said lease between CP&L and County of Buncombe. For the convenience of Lessee herein, certain portions of that lease are reprinted hereinafter. Failure to reprint herein other portions of that lease does not constitute a waiver of the applicability of such other portions to this Sublease. Should the Lessor's lease with CP&L ever be terminated this Sublease shall automatically terminate.

The word "LESSOR" in the reprinted portions below refers to CP&L, and the word "LESSEE" in the reprinted portions below refers to the County of Buncombe. Further, numbered paragraphs 6, 7, 8, 9 and 16 below correspond to the numbered paragraphs of said prior Lease. The reprinted portions are as follows:

- "6. No unlawful or offensive use of the leased premises or the lake will be made or permitted by Lessee, and Lessee will exercise due care and diligence to prevent persons from engaging in any such unlawful or offensive acts. Lessee will maintain, and will require Sub-Lessees to maintain, the leased premises in a clean and sanitary condition at all times, and will keep in good repair all facilities constructed on the premises and adjacent waters. Lessee will not cause or permit any sewage, garbage other polluting substances, including heated water, chemicals, trash, or other impurities to be discharged, directly or indirectly, from the leased premises into the wafers of the reservoir. Houseboats shall not be permitted on the lake.
7. Lessee will not cause or permit any diversion of water from the lake
8. It is understood that free use of the control strip and the lake and land under the lake by Lessor is essential in the operation of Lessor's business and that all rights of Lessor under this lease and of any Sub-Lessee must be and are subordinate to the right of Lessor to make full use of said premises at any time for its business purposes

It is recognized by the parties that the raising and lowering of the water level of the lake is essential to the business operations of Lessor. Lessor reserves the right at any and all times to raise or lower, in its sole discretion, said water level, including the right to flood with impunity the control strip. With respect to the control strip and the lake, Lessor reserves the right to go and send its agents and employees upon any of the leased premises at will for any purpose; to take upon and remove from said premises its signs, tools, machinery, conveyances, boats, barges, equipment, and other facilities and equipment of any nature, and with agents, employees, engage in and perform any business, inspections, work, construction, repairs or alterations of the premises desired by it in connection with the protection, maintenance and operation of its generating plant, and all improvements, changes, extensions and additions thereto; and to perform any work which it may desire to do with respect to controlling erosion, or as may be

necessary or desirable to comply with any regulation, requirement, recommendation, or order of the State, or any local Board of Public Health, including but not limited to, building and maintaining roads and ways, and constructing and maintaining drains, ditches, dikes, canvass grades, fills, excavations, signs and the like, as it may desire in operating, maintaining and protecting the land and water of the lake in a manner suitable to it.

9. Lessor reserves the right of access to all lands herein demised for the purpose of inspection to determine compliance with the provisions of this LEASE and for such other purposes as are suitable to the business operations of Lessor, including the right to install on said leased premises transmission and distribution lines, pipe lines and other facilities deemed by the Lessor to be desirable in its business operations as an electric utility
16. Nothing in this lease shall be construed to limit or deny in any way the right of Lessor to full and unrestricted access to and use of the control strip, the waters of the lake, and the land lying below the waters of the lake for any purposes, including construction of additional facilities, related to Lessor's Asheville Steam Electric Generating Plant and any additions thereto."
17. **NO ASSIGNMENT OR SUBLEASE.** Lessee agrees that this Sublease shall not be assigned, and that no part of the lot or parcel of land described above shall be sublet, without the prior written consent of Lessor.
18. **UTILITIES.** Lessee shall be responsible for paying any utility bills related to the use and enjoyment of the Premises and any structure placed on the Premises. Lessor will provide access to use of water which shall be limited to one (1) spigot for purposes of rinsing and cleaning of Lessee's boats and related recreational equipment.
19. **BREACH.** If Lessee shall fail to comply with any of the terms of this Sublease or shall violate any of the conditions hereof, prior to terminating the Sublease, the Lessor shall give Lessee written notice of the breach and Lessee shall have thirty (30) days remedy such breach. If Lessee fails to remedy the breach, the Lessor shall be able to terminate the Sublease and Lessee shall have thirty (30) days to remove the building and other personal property from the Premises. If Lessee fails to remove said structure or personal property within the thirty (30) days, all property shall become property of the Lessor. In addition, such termination shall not in any manner prejudice or abrogate any other lawful remedies available to the Lessor.
20. **NOTICE OF TERMINATION.** For the initial twenty (20) year term, this Sublease can only be terminated by written consent of both parties. After the initial twenty (20) year term, this Sublease may be terminated by given written notice one hundred and eighty (180) days prior to the expiration of the renewal current term.

21. **CONDITION AND POSSESSION UPON TERMINATION.** Upon the termination of this Sublease or any extension or renewal thereof, as above provided Lessee will surrender and give possession of the Premises above described to Lessor in as good condition as the same are at the commencement of the term hereof and the Building in good condition, reasonable wear and tear excepted; Lessee shall have thirty (30) days upon the termination of this Sublease to remove the Building and personal property from the Premises. If after thirty (30) days from the termination of this Sublease the Building, other structures or improvements and/or personal property remain on the Premises, said property shall automatically become property of Lessor.
22. **WRITTEN NOTICE.** Any correspondence or notice directed to Lessor or Lessee by the parties to this Sublease shall be addressed as follows, unless notice of other address is previously provided:
- LESSOR: County of Buncombe
205 College Street
Asheville, NC 28801
- LESSEE: Asheville Youth Rowing Association
523 Old Beaverdam Road
Asheville, NC 28804
23. **COMPLIANCE WITH LAWS.** Lessee shall comply with all federal, state and local laws while using the Premises.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, or if corporate, have caused this Agreement to be executed by their duly authorized officer and their seals to be herein affixed the day and year first above written

County of Buncombe

By: Wanda Greene
Wanda Greene, County Manager

ATTEST:

Kathy Hughes
Kathy Hughes, Clerk to the Board

Asheville Youth Rowing Association

By: Jack Gartner
Jack Gartner, President

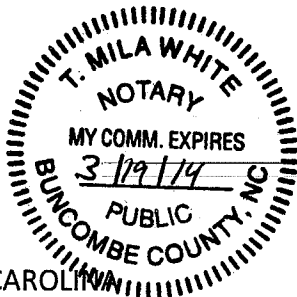
ATTEST:

Martha Williams
Secretary

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, T. Mila White, Notary Public of the County and State aforesaid certify that Kathy Hughes, Clerk to the Board, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners and that Wanda Greene is the County Manager of Buncombe County and that by authority duly given and as the act of the County of Buncombe the foregoing instrument was signed in its name by its County Manager and attested by herself as its Clerk to the Board.

Witness my hand and notarial seal this 9th day of December 2010.



T. Mila White
Notary Public
My Commission Expires: 3/19/14

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Angela D Ball, Notary Public of the county and State aforesaid certify that JACK GARTNER, personally came before me this day and acknowledged that he/she is the ~~Secretary~~ of Asheville Youth Rowing Association, a North Carolina Non-Profit Corporation, and that authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President and attested by its Secretary.

Witness my hand and notarial seal this 3 day of December 2010.

President J.G.

Angela D Ball
Notary Public
My Commission Expires: 6/25/11

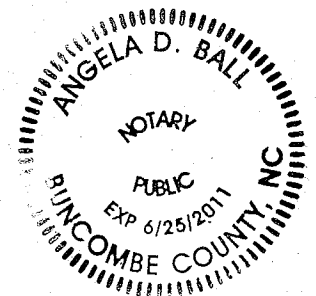


Exhibit A
Exhibit C

PROG
(FORMET)



RESOLUTION #10-12-06

RESOLUTION CONVEYING THE OLD BUNCOMBE COUNTY ANIMAL SHELTER PROPERTY
LOCATED ON LEES' CREEK ROAD TO THE BUNCOMBE COUNTY BOARD OF EDUCATION

- WHEREAS, pursuant to NCGS §160A-274 a county may, upon such terms and conditions as it deems wise, with or without consideration, convey real or personal property to other governmental units;
- WHEREAS, the Buncombe County Board of Education, a body politic, is a governmental unit of the State of North Carolina;
- WHEREAS, the County is the listed owner of a certain lot or parcel of land known as the old Buncombe County Animal Shelter property located on Lees' Creek Road and being shown on the records of the Buncombe County Tax Collector as PIN#: 9720-20-4686.00000;
- WHEREAS, the County has constructed a new County animal shelter and the shelter formerly located on Lees' Creek Road has been abandoned by the County and the structures have been demolished;
- WHEREAS, the County has no need for the Lees' Creek Road property which is adjacent to Erwin High School and the Buncombe County Board of Education has expressed its interest in obtaining the property from the County; and
- WHEREAS, that this Board is of the opinion that it is in the best interests of the citizens and residents of the County to convey the subject property to the Buncombe County Board of Education.

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

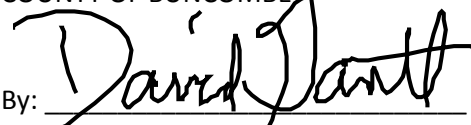
1. That the Chairman be and he is hereby authorized to execute a Deed (a copy of which is attached to this Resolution) conveying the old Buncombe County Animal Shelter property to the Buncombe County Board of Education, a body politic.
2. That this resolution shall be effective upon its adoption.

This the 7th of December, 2010.

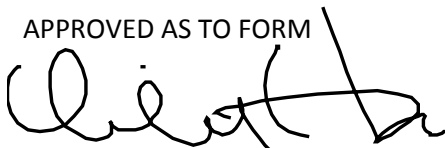
ATTEST


Kathy Hughes, Clerk

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

By: 
David Gantt, Chairman

APPROVED AS TO FORM


Michael C. Frue, County Attorney

Prepared by: Michael C. Frue

Return to: 205 College Street, Suite 300, Asheville, NC 28801, Box 67

Stamps: \$ 0.00

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

NON-WARRANTY DEED

THIS NON-WARRANTY DEED, made this the 8th day of December, 2010, by and between County of Buncombe, a body politic and corporate of the State of North Carolina, party of the first part, herein sometimes referred to as "Grantor" or "County", and Buncombe County Board of Education, a body politic, 175 Bringham Road, Asheville, NC 28806, party of the second part, herein sometimes referred to as "Grantee":

WITNESSETH:

WHEREAS, that the County is the listed owner of a certain lot or parcel of land known as the old Buncombe County Animal Shelter property located on Lees' Creek Road and being shown on the records of the Buncombe County Tax Collector as PIN#: 9720-20-4686.00000;

WHEREAS, the County has constructed a new County animal shelter and the shelter formerly located on this parcel has been abandoned by the County and the structures have been demolished;

WHEREAS, this parcel is situated adjacent to Grantee property known as Erwin High School and the Grantee has expressed an interest in obtained the subject parcel from the County; and

WHEREAS, the Buncombe County Board of Commissioners has determined that it is in the best interests of the citizens and residents of Buncombe County to convey this parcel to Grantee, and, by resolution made and adopted pursuant to North Carolina General Statutes §160A-274, the Board of Commissioners desires to grant all of its right, title and interest in and to said parcel of land to the Buncombe County Board of Education.

NOW, THEREFORE, in consideration of the premises, said County of Buncombe, by and through its Chairman of the Board of Commissioners of Buncombe County, does hereby give, grant, bargain, sell, and convey unto the Grantee, its successors and assigns, in fee simple, all of that certain lot or parcel of land situated in Buncombe County, North Carolina, and being more particularly described as follows:

Tract I: BEING all of Grantor's right, title and interest in and to that certain tract or parcel of land described by instrument recorded in Deed Book 1263 at Page 140, Buncombe County, NC Registry

Tract II: BEING all of Grantor's right, title and interest in and to that certain tract or parcel of land depicted as "Animal Shelter Buncombe Co. Prop." on that certain plat titled "Buncombe County Board Education, Clyde A. Erwin High School" recorded in Plat Book 38 at Page 91 Buncombe County, NC Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land together with all rights, privileges and appurtenances thereunto belonging unto the said Grantee in fee simple forever.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, County of Buncombe has caused this instrument to be executed by its Chairman, attested to by its Clerk, and its seal to be hereunto affixed all by authority duly given by resolution referenced above this the day and year first above written.

COUNTY OF BUNCOMBE

By: David Gantt
David Gantt, Chairman

ATTEST:

Kathy Hughes
Kathy Hughes, Clerk to the Board

STATE OF NORTH CAROLINA

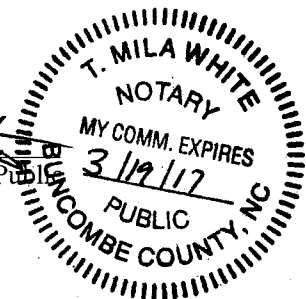
COUNTY OF BUNCOMBE

I, T. Mila White, Notary Public for said County and State, has personal knowledge of the identity of Kathy Hughes, and hereby certifies that said Kathy Hughes, Clerk to the Board, personally appeared before me this day and acknowledged that she is Clerk to the Board of Commissioners of County of Buncombe and that David Gantt is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the 9th day of December, 2010.

My Commission Expires: 3/19/17

T. Mila White, Notary Public



RESOLUTION NO. 10-12-07

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
ARCHITECTURAL SERVICES RELATED TO THIRD-FLOOR RENOVATIONS AT 200 COLLEGE STREET**

- WHEREAS, Buncombe County's capital project and facility goals include addressing long-term space needs for the effective and efficient delivery of services provided by the County and the expected needs of the court system over the next 20 years, as well as safe and adequate public access to those facilities; and
- WHEREAS, the County is presently undertaking major improvements and additions to the Buncombe County Courthouse that have resulted in the need to relocate County offices and services to other County-owned facilities; and
- WHEREAS, Buncombe County desires to utilize unimproved space on the third floor of 200 College Street for County offices, chambers for the Board of Commissioners, BCTV offices, and related production and technology needs; and
- WHEREAS, Buncombe County requested qualifications from architects who had experience in designing office and public meeting space renovation work; and
- WHEREAS, Bowers, Ellis & Watson Architects, PA, was deemed to be the most qualified to provide the architectural and design services required for this project, and will provide said architectural services for a base fee of \$35,000, as outlined in the attached contract; and
- WHEREAS, the Board of Commissioners feels that it is in the best interests of the citizens to proceed with this project to help ensure that the County's space needs can be met.

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

1. That the County Manager or her designee be and they are hereby authorized to execute contract documents with Bowers, Ellis & Watson Architects, PA in order to perform the work.
2. That the County Manager or her designee be and they are hereby authorized to execute other documents associated with this project as required for the design and construction of the project.
3. That this Resolution shall be effective upon its adoption.

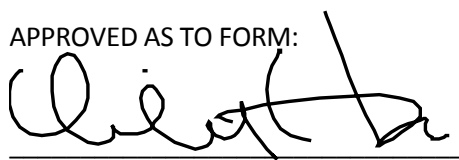
Adopted this 7th day of December, 2010.

ATTEST:


Kathy Hughes, Clerk to the Board

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE
By: 
David Gantt, Chairman

APPROVED AS TO FORM:


Mike Frue, County Attorney

AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the **8th** day of **December** in the year
of
Two Thousand Ten.

BETWEEN the Owner: **County of Buncombe**
(Name and address) **46 Valley Street**
Asheville, NC 28801

and the Architect: **Bowers, Ellis & Watson Architects, PA**
(Name and address) **168 Patton Avenue**
Asheville, NC 28801

For the following Project:
(Include detailed description of Project, location, address and scope.)

**Renovations to the 3rd Floor of 200 College Street Building for meeting spaces,
offices and conference rooms, including but not limited to, County Commissioners'
Offices, County Commissioners' Chambers, County Manager's Offices, County Attorney's
Offices, BCTV Offices, and conference rooms.**

The Owner and Architect agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

**ARTICLE 1
ARCHITECT'S RESPONSIBILITIES**

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

**ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES**

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the

other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on the current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment of 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the

Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a

Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality of quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the

Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to

aesthetic effect as provided in Subparagraph 2.6.17 shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or parts of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure to performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation or operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5 **CONSTRUCTION COST**

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction cost and detailed estimates of Construction Cost, if any, prepared the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed

limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these

documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7 MEDIATION PROVISION

7.1 The parties shall attempt in good faith to resolve, by mediation, any dispute arising out of or relating to this agreement. Either party may initiate a mediation conference by requesting same in writing to the other party. The conference will then be conducted pursuant to the American Arbitration Association current mediation rules, with the following exceptions:

(1) if the parties fail to agree upon mediator within 30 days or the request, the matter will be submitted to the nearest American Arbitration Association office and that office shall appoint the mediator from its approved list; and (2) efforts to reach a settlement will continue until the conclusion of the proceedings which will occur when either a written settlement is reached or an impasse occurs. An impasse shall be deemed to occur when either the parties agree or the mediator determines that further efforts would not be useful. Neither party may withdraw before an impasse is agreed upon.

ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to

provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- .1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases; or
- .2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- .3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products,

polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expenses of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance,

requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.1.2.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under the Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENT ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the work either than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of

Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT Zero Dollars (\$ -0-) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as a part of Basic Services, Basic Compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

LUMP SUM FEE – \$35,000

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable.
(Insert additional phases as appropriate)

Schematic Design Phase:	percent (15%)
Design Development Phase:	percent (20%)
Construction Documents Phase:	percent (40%)
Bidding or Negotiating Phase:	percent (5%)
Construction Phase:	percent (20%)
<hr/>	
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principal -	\$175/hr
Architect -	\$145/hr
Draftsman -	\$110/hr
Secretarial -	\$55/hr

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Additional Services, but excluding services of consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

The fee is to be mutually agreed upon by the Architect and the Owner.

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **(1.25)** time the amounts billed to the Architect for such services.
(Identify specific types of consultants in Article 12, if required)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **(1.15)** times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **twenty-four (24)** months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraph 10.3.3 and 11.3.2/

11.5.2 Payments are due and payable **fifteen (15)** days from the date of the Architect's invoice. Amounts unpaid **thirty (30)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures of waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services; identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in the Agreement.)

12.1 Article 7 is amended by deleting it in its entirety and substituting in lieu thereof the following:

Notwithstanding any provision to the contrary contained in this Agreement, Bowers, Ellis & Watson, PA and Buncombe County agree that this Agreement shall be governed by the laws of the State of North Carolina and should any claim or dispute arise between the parties that cannot be resolved amicably then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina which shall have venue and jurisdiction over the subject matter and the parties. Each party hereby waives any right or claim for a change of venue from Buncombe County, North Carolina. Prior to filing any lawsuit, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution with mutual consent. If the parties cannot agree to a mediator, the Resident Superior Court Judge may designate a mediator to mediate the dispute. It is understood that any mediation of any claim or dispute between the parties shall be conducted in accordance with local rules of the General Court of Justice of Buncombe County, North Carolina.

- 12.2** In preparing the work under this contract Bowers, Ellis & Watson Architects, PA, and their consultants, will undertake to review the requirements of the Americans with Disabilities Act Accessibility Guidelines as well as The Americans with Disabilities Act of 1990 as amended and The Explanatory Notes issued with the final rules.
- 12.3** Subparagraph 3.3.3 is amended by deleting it in its entirety and substituting in lieu thereof the following:

Preparing Drawings, Specifications and other documentation and supporting data and evaluating Contractor's proposals are included as a part of Basic Services. Providing other services in connection with Change Orders and Construction Change Directives are a part of Contingent Additional Services.
- 12.4** Subparagraph 3.4.1 is amended by deleting it in its entirety and substituting in lieu thereof the following:

Providing analyses of the Owner's needs and programming the requirements of the Project are included as a part of Basic Services.
- 12.5** Subparagraph 3.4.6 is amended by deleting it in its entirety and substituting in lieu thereof the following:

Providing services to investigate existing conditions or facilities or to make measured drawings thereof are included as a part of Basic Services.
- 12.6** Subparagraph 4.3 is amended by deleting it in its entirety.
- 12.7** Subparagraph 4.5 is amended by deleting it in its entirety.
- 12.8** Subparagraph 4.6 is amended by deleting it in its entirety.
- 12.9** Subparagraph 4.6.1 is amended by deleting it in its entirety and substituting in lieu thereof the following:

The Owner may furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 12.10** ARTICLE 6 is amended by deleting it in its entirety and substituting in lieu thereof the following:

ARTICLE 6

- 6.1** The Owner acknowledges the Architect's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the Work.
- This conveyance shall not deprive the Architect of the right to retain reproducible copies and electronic data of the Drawings or right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings.
- The owner shall indemnify and hold harmless the Architect, the Architect's consultants and agents and employees against all liabilities, losses, claims, demands, damages, costs, expenses (including, without limitation, court costs and reasonable attorney fees) and judgments arising from the use of the Drawings by the Owner or by any third party to whom or which the Owner may provide the drawings in the future.
- 12.11** Subparagraph 8.1 is amended by deleting it in its entirety.
- 12.12** Subparagraph 8.6 is amended by deleting it in its entirety and substituting in lieu thereof the following:

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

12.13 Subparagraph 8.7 is amended by deleting it in its entirety.

12.14 Subparagraph 10.2.1.5 is amended by deleting it in its entirety and substituting in lieu thereof the following:

The Architect shall furnish a certificate of insurance to the Owner, evidencing the liability insurance coverage for the Architect, with the Owner named as an additional insured. Expense for additional liability insurance above the amount usually carried by the Architect will be a reimbursable expense.

12.15 Except to the extent that the definitions contained therein are required for interpretation of this agreement, any references to AIA Document A201, General Conditions of the Contract for Construction are hereby deleted. It is the intent of the parties hereto that this Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

12.16 The Architect shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

12.17 Architect to deliver certificates of insurance evidencing general liability, worker's compensation, and professional liability coverages in limits and form(s) suitable to the Owner's Risk Manager. The Owner must be an additional insured on the Architect's general liability policy. Nothing herein shall be construed as a waiver to any defense of any claim or suit by the Owner, including but not limited to the defense of governmental immunity.

12.18 Any obligations incurred by the Owner pursuant to this Agreement shall be paid in accordance with funds received by the Owner in accordance with Resolution _____; notwithstanding any other provisions of this Agreement, the County's obligation under this Agreement are contingent on sufficient funds being allocated in the county's annual budget. Nothing herein shall be construed to require the County to appropriate sufficient funds for the public access channel or this Agreement, nor shall the failure or refusal to appropriate sufficient funds be a breach of the Agreement, but in said event, this Agreement shall terminate immediately.

12.19 The Architect has indicated that he intends to use Reece, Noland & McElrath, Inc. for its engineer for this Project. The Architect hereby affirms that it will use this engineering firm as indicated, and no other firm will be consulted on this project without the written consent of Owner.

This Agreement entered into as of the day and year first written above.

OWNER

County of Buncombe
46 Valley Street
Asheville, NC 28801

(Signature)

Wanda Greene, County Manager
(Printed name and title)

ARCHITECT

Bowers, Ellis & Watson Architects, PA
168 Patton Avenue
Asheville, NC 28801



(Signature)

John S. Ellis, President
(Printed name and title)

**BUNCOMBE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

MEETING DATE: December 7, 2010

Action Requested:

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECTURAL SERVICES RELATED TO THIRD-FLOOR RENOVATIONS AT 200 COLLEGE STREET

Background Information:

In order to help address the long-term space needs of the County, the Board is moving forward with construction of a Life Safety Addition and additional courts space. The County acquired the building located at 200 College Street to house County offices that are relocating as a result of renovations and additions to the Courthouse.

The third floor of the County administration building at 200 College Street is currently unimproved space. Renovating the third floor will allow the County offices and meeting space of the governing body to be located in a building that has ADA-accessible facilities and adequate public access and parking. The renovation also will provide offices for BCTV, as well as production space and an audio-visual control room. The re-location of these offices and meeting space will then free up existing space to accommodate more effective delivery of other County services.

The County advertised for interested architects to submit qualifications for designing the project. Bowers, Ellis & Watson, PA, was determined to be the most qualified firm to design the project. The firm proposes to perform project services for a total fee of \$35,000.

Funds/Staff requested:

None – Included in Buncombe County's Capital Improvement Program.

Request submitted by: Jon E. Creighton, Assistant County Manager

Date Submitted: November 18, 2010

RESOLUTION NO. 10-12-08

**RESOLUTION REQUESTING AN UPDATE TO BUNCOMBE COUNTY'S
COMMUNITY TRANSPORTATION SERVICES PLAN FOR MOUNTAIN MOBILITY**

- WHEREAS, the Community Transportation Services Plan (CTSP) is a prerequisite for federal and state transit grant programs administered by the Public Transportation Division of the North Carolina Department of Transportation; and
- WHEREAS, the CTSP covers a five-year planning horizon and addresses how Buncombe County coordinates public passenger transportation and human service agency transportation currently provided through Mountain Mobility, Buncombe County's Community Transportation Program; and
- WHEREAS, Buncombe County's CTSP was last updated in 1998, and although a Regional Feasibility Study was recently conducted, the Board desires to move forward with this study in order to ensure the County's continued eligibility for funding assistance; and
- WHEREAS, the Board of Commissioners feels it is in the best interests of its citizens to request an update to its CTSP to ensure that the County remains eligible for state and federal funding assistance that is available for the delivery of transportation services to citizens in Buncombe County.

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

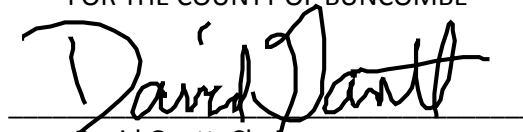
1. That the Buncombe County Board of Commissioners hereby requests the North Carolina Department of Transportation – Public Transportation Division to take the necessary steps to initiate a planning study to update Buncombe County's Community Transportation Services Plan.
2. That the 10% local match requirement for the study will be provided through local funds, which said funds have been set aside in the Grants Project Fund.
3. That this Resolution is effective upon its adoption.

Adopted this 7th day of December, 2010.

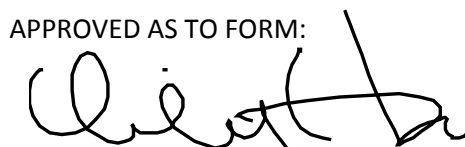
ATTEST:


Kathy Hughes, Clerk to the Board

BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE

By: 
David Gantt, Chairman

APPROVED AS TO FORM:


County Attorney

**BUNCOMBE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

MEETING DATE: December 7, 2010

Actions Requested:

RESOLUTION REQUESTING AN UPDATE TO BUNCOMBE COUNTY'S COMMUNITY TRANSPORTATION SERVICES PLAN FOR MOUNTAIN MOBILITY

Background Information:

To receive state and/or federal funding through the NCDOT-Public Transportation Division, counties must have an adopted Community Transportation Services Plan (CTSP). The basic purpose of the CTSP process is to recommend management approaches in all facets of transit leadership, customer service, financial management, human resources, operations, and federal compliance in order to target opportunities for effective and efficient delivery of transportation services.

The NCDOT previously contracted with the firm of HDR Engineering of the Carolinas to conduct a Regional Feasibility Study for Buncombe County, Henderson County, and the City of Asheville. The purpose of the regional study was to assess the existing transit services being provided in the region and to determine the desirability of combining multiple single-county and/or urban transit services into a regionalized system within the transit service area. The Board received the report at its September 21, 2010 meeting. No further action is planned at this time on the recommendations in the regional feasibility study.

Although the regional feasibility study was conducted, Buncombe County also must complete a five-year CTSP. The CTSP would focus on continuing the operation of Mountain Mobility as a single-county community/public transportation system. The resolution is required by the NCDOT to express Buncombe County's intent to undertake the CTSP and meet the required local match.

Funds/Staff Requested:

None. The County has already set aside local match funds in Fund 27 for the five-year Community Transportation Services Plan.

Request submitted by: Jon Creighton and Lori Hembree

Date Submitted: November 23, 2010

RESOLUTION #10-12-09

RESOLUTION GRANTING EASEMENT TO
CAROLINA POWER & LIGHT COMPANY d/b/a PROGRESS ENERGY CAROLINAS, INC.

- WHEREAS, pursuant to NCGS §160A-273 a county has the authority to grant easements over, through, under, or across any county property;
- WHEREAS, the County is the listed owner of a certain lot or parcel of land located on Valley Street and being shown on the records of the Buncombe County Tax Collector as PIN#: 9649-50-8678.00000 and as described in deed recorded in Book 1342, Page 218 Buncombe County, NC Registry;
- WHEREAS, the County has a need for additional power service for the Life Safety Addition and the new courts building and Progress Energy can accommodate this need; and
- WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County to grant an easement to Progress Energy in order to facilitate these services.

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

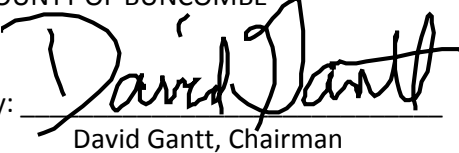
1. That the Chairman be and he is hereby authorized to execute an Easement (a copy of which is attached to this Resolution) granting to Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc. an easement to construct, maintain, and operate electric and/or communication facilities on the property described above.
2. That this resolution shall be effective upon its adoption.

This the 7th of December, 2010.


ATTEST


Kathy Hughes, Clerk

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

By: 
David Gantt, Chairman

APPROVED AS TO FORM


Michael C. Frue, County Attorney

EASEMENT

NORTH CAROLINA

BUNCOMBE COUNTY

THIS EASEMENT made this _____ day of _____, 20____, from **BUNCOMBE COUNTY, a body politic and corporate**, hereinafter referred to as GRANTOR (whether one or more), to CAROLINA POWER & LIGHT COMPANY, a North Carolina public service corporation, d/b/a PROGRESS ENERGY CAROLINAS, INC., hereinafter referred to as PEC

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto PEC, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in **Asheville Township** of said County and State, described as follows: **containing 2.45 acres, more or less, and being the land described in a deed from Ingle Transfer & Storage Co., Inc. to Buncombe County, a body corporate & politic, dated January 4, 1984, and recorded in Deed Book 1342, Page 218, Buncombe County Registry**, LESS AND EXCEPT any prior out-conveyances, and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, underground conduits, enclosures, and other pertinent facilities within an easement area ten (10) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any PEC enclosure, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; and (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions. The center line of the facilities shall be the center line of said easement area.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto PEC, its successors and assigns, forever. IN WITNESS WHEREOF, GRANTOR has caused this EASEMENT to be signed by its duly authorized officials and its official seal to be hereunto affixed, pursuant to a resolution of its governing body, as of the date first above written.

BUNCOMBE COUNTY

By: _____

_____, Chairman,
Board of Commissioners

ATTEST:

, _____ Clerk

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

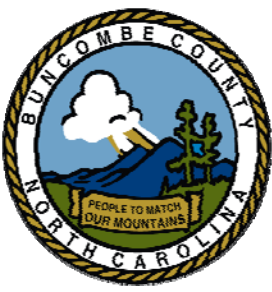
I, _____, a Notary Public of _____
County, North Carolina, certify that _____ personally appeared
before me this day and acknowledged that he/she is _____ Clerk of **BUNCOMBE** COUNTY, and that by authority
duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its _____ Chairman,
sealed with its official seal, and attested by _____ self as its _____ Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20____.



Notary Public

My commission expires: _____



BUNCOMBE COUNTY, NORTH CAROLINA
Capital Projects Ordinance

BOARD MEETING DATE: December 7, 2010

WHEREAS, the Finance Director recommends and the Board now desires to amend the FY2010-2011 Capital Projects outlined below in Exhibit "A" to the budget, **NOW THEREFORE**,

BE IT ORDAINED by the Board of Commissioners for the County of Buncombe as follows:

1. That the FY 2010-2011 Capital Projects amendments listed in Exhibit A below be hereby adopted.
2. That this ordinance shall be effective upon adoption.

ADOPTED this 7th day of December, 2010

ATTEST:

Kathy Hughes
Clerk to the Board

BOARD OF COMMISSIONERS FOR
THE COUNTY OF BUNCOMBE.

By: *David Gantt*
David Gantt, Chairman

APPROVED AS TO FORM:

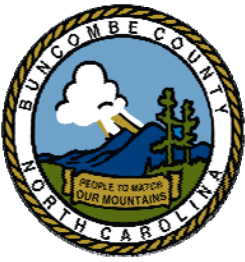
Michael Frue
Michael Frue, County Attorney

FUND 41 AMENDED BUDGET- November 2, 2010 \$ 108,304,190

Exhibit A:

PROJECT NAME	ACCOUNT NUMBER	Increase (Decrease)	
		REVENUES	EXPENDITURES
To budget transfer of SCAAP funds for the purchase of a transport van for the Detention Center.			
INTFD TRANSFER - GENERAL FUND	4130000-398000-0000	36,425	
CAP VEHICLES - FLEET	4181101-454000-4101		36,425
TOTAL		36,425	36,425

FUND 41 AMENDED BUDGET- December 7, 2010 \$ 108,340,615



BUNCOMBE COUNTY, NORTH CAROLINA BUDGET AMENDMENT

VOL: December 7, 2010
Page 77

BOARD MEETING DATE: December 7, 2010

FUND 10 AMENDED BUDGET - November 2, 2010 \$ 255,453,231

THE FY2011 BUDGET ORDINANCE IS HEREBY AMENDED TO REFLECT THE FOLLOWING CHANGES:

THE FY2011 BUDGET ORDINANCE IS HEREBY AMENDED TO REFLECT THE FOLLOWING CHANGES:			Increase (Decrease)	
DEPARTMENT	DESCRIPTION	ACCOUNT NUMBER	REVENUES	EXPENDITURES
To budget SCAAP funds for application fees, overtime salaries and wages, and purchase of a transport van.				
Detention Center Revenues	SCAAP	1034320-323021-1043	65,000	
Detention Center	Contracted Services	1043260-439900-0000		9,750
	Salaries & Wages - Overtime	1043260-412200-0000		18,825
Interfund Transfer	Transfer to Capital Projects	1098400-498041-0000		36,425
To budget NC Ecosystem Enhancement Program reimbursements.				
Soil & Water Conservation	EEP Reimbursements	1034960-333010-1049	1,500	
	Office Supplies	1049600-426000-0000		1,500
TOTAL			66,500	66,500

FUND 10 AMENDED BUDGET - December 7, 2010 \$ 255,519,731

REQUESTED BY:

Wanda Greene

COUNTY MANAGER

AUTHORIZED BY:

David Dant

CHAIRMAN OF THE BOARD

DATE

12/01/2010
08:35

Buncombe County
Tax Department
Release Report for November
2006 RELEASES

PAGE 1

RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2006-03308	BANKS KEITH M BILL: 20067964456.001 (PIN: 978461805900000)	BUNCOMBE COUNTY BARNARDSVILLE TOTAL TAXES	\$127.20 \$27.60 \$154.80	CORRECTED OWNERSHIP
2006-03309	CLARK DONNA BARNHILL BILL: 20068151068.001 (PIN: 976093888000000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$592.01 \$122.87 \$714.88	CORRECTED SQUARE FOOTAGE
	TOTAL		\$869.68	
		TOTAL COUNTY:	\$719.21	
		TOTAL CITIES:		
		TOTAL CITY FEES:		
		TOTAL SCHOOLS:		
		TOTAL FIRE DIST:	\$150.47	
		TOTAL TAXES:	\$869.68	

12/01/2010
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Buncombe County
Tax Department
Release Report for November
2007 RELEASES

PAGE 2

RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2007-03203	BANKS KEITH M BILL: 20077964456.001 (PIN: 978461805900000)	BUNCOMBE COUNTY BARNARDSVILLE TOTAL TAXES	\$126.00 \$27.60 \$153.60	CORRECTED OWNERSHIP
2007-03204	FERGUSONS WELL AND PUMP LLC BILL: 20078196808.001	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$1,964.92 \$374.27 \$2,339.19	DUPLICATE BILL
2007-03205	CLARK DONNA BARNHILL BILL: 20078151068.001 (PIN: 976093888000000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$586.43 \$122.87 \$709.30	CORRECTED SQUARE FOOTAGE
	TOTAL		\$4,071.77	

TOTAL COUNTY: \$2,677.35
TOTAL CITIES:
TOTAL CITY FEES:
TOTAL SCHOOLS:
TOTAL FIRE DIST: \$524.74
TOTAL TAXES: \$3,202.09

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Buncombe County
Tax Department
Release Report for November
2008 RELEASES

PAGE 3

RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2008-03283	BANKS KEITH M BILL: 20087964456.001 (PIN: 978461805900000)	BUNCOMBE COUNTY BARNARDSVILLE TOTAL TAXES	\$126.00 \$36.00 \$162.00	CORRECTED OWNERSHIP
2008-03284	CLARK DONNA BARNHILL BILL: 20088151068.001 (PIN: 976093888000000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$586.43 \$122.87 \$709.30	CORRECTED SQUARE FOOTAGE
	TOTAL		\$4,943.07	

TOTAL COUNTY: \$712.43
TOTAL CITIES:
TOTAL CITY FEES:
TOTAL SCHOOLS:
TOTAL FIRE DIST: \$158.87
TOTAL TAXES: \$871.30

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Buncombe County
Tax Department
Release Report for November
2009 RELEASES

PAGE 4

RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2009-02499	CLARK DONNA BARNHILL BILL: 20098151068.001 (PIN: 976093986600000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$586.43 \$122.87 \$709.30	CORRECTED SQUARE FOOTAGE
	TOTAL		\$5,652.37	

TOTAL COUNTY:	\$586.43
TOTAL CITIES:	
TOTAL CITY FEES:	
TOTAL SCHOOLS:	
TOTAL FIRE DIST:	\$122.87
TOTAL TAXES:	\$709.30

12/01/2010
08:35Buncombe County
Tax Department
Release Report for November
2010 RELEASES

PAGE 5

RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2010-01332	BUCKNER CLYDE A & JOAN BILL: 20100971500.001 (PIN: 961749975500000)	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$283.24 \$40.46 \$323.70	ADJUST VALUE ELDERLY EXEMPTION
2010-01333	SHOPE GENEVIVE (LE) BILL: 20108225065.002 (PIN: 868722111100000)	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$202.23 \$28.89 \$231.12	ADJUST VALUE ELDERLY EXEMPTION
2010-01334	BOONE DANIEL HARLAN BILL: 20108137303.001	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$72.07 \$10.30 \$82.37	ADJUST VALUE ELDERLY EXEMPTION
2010-01335	HOLDEN MYRTLE M BILL: 20108149016.001 (PIN: 965875511400000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$438.38 \$350.70 \$789.08	ADJUST VALUE ELDERLY EXEMPTION
2010-01336	CONSTRUCTION DEVELOPERS INC BILL: 20108067877.001 (PIN: 962687176300000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$8,549.63 \$6,839.70 \$15,389.33	APPEAL SETTLED
2010-01337	GANLY LORRAINE B BILL: 20108052000.001 (PIN: 965549265700000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$654.41 \$523.53 \$1,177.94	ADJUST VALUE ELDERLY EXEMPTION
2010-01338	ADKINS NEETA BILL: 20108085364.001 (PIN: 961882212200000)	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$255.68 \$36.53 \$292.21	ADJUST VALUE ELDERLY EXEMPTION
2010-01339	BAGWELL EULA MARGUERITE BILL: 20100279600.001 (PIN: 969652112700000)	BUNCOMBE COUNTY FAIRVIEW FIRE TOTAL TAXES	\$370.39 \$52.91 \$423.30	ADJUST VALUE ELDERLY EXEMPTION
2010-01340	LOFTIN WILLIE & NANCY J BILL: 20107954753.001 (PIN: 963922681300000)	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$106.84 \$18.32 \$125.16	ADJUST VALUE ELDERLY EXEMPTION
2010-01342	GILLIS CLARENCE G & NANCY J BILL: 20102356600.003 (PIN: 965617131600000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$358.58 \$286.86 \$645.44	ADJUST VALUE ELDERLY EXEMPTION
2010-01343	GRACE M LEPANTO REVOCABLE TRUST BILL: 20108213095.001 (PIN: 965873799800000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$255.94 \$204.75 \$460.69	ADJUST VALUE ELDERLY EXEMPTION
2010-01344	GARNER MAX & REBECCA (LE) BILL: 20108151966.001 (PIN: 976057823900000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$169.58 \$35.53 \$205.11	ADJUST VALUE ELDERLY EXEMPTION

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2010-01347	VANDYKE RICHARD T & ARLENE C BILL: 20108001312.001 (PIN: 966936770300000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$489.83 \$102.63 \$592.46	ADJUST VALUE ELDERLY EXEMPTION
2010-01350	MCLEISH JORDAN & BRUCE BILL: 20108238858.001 (PIN: 9648481742C0304)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$393.88 \$315.11 \$112.54 \$821.53	ADJUST VALUE ELDERLY EXEMPTION
2010-01351	MOSER DORTHEA JOAN BILL: 20104320600.001 (PIN: 968842071900000)	BUNCOMBE COUNTY SWANNANOVA FIRE TOTAL TAXES	\$385.88 \$88.20 \$474.08	ADJUST VALUE ELDERLY EXEMPTION
2010-01352	BALL GORDON A & OVAL G BILL: 20100338700.001 (PIN: 974568867100000)	BUNCOMBE COUNTY JUPITER FIRE TOTAL TAXES	\$396.90 \$71.82 \$468.72	ADJUST VALUE ELDERLY EXEMPTION
2010-01353	SIFERS DEBBIE BILL: 20108121068.001	BUNCOMBE COUNTY UPPER HOMINY TOTAL TAXES	\$68.09 \$14.27 \$82.36	DID NOT OWN MOBILE HOME 1/1/2010
2010-01355	MASSEY LEWIS P & HELEN H BILL: 20103836400.001 (PIN: 973165652600000)	BUNCOMBE COUNTY WOODFIN CITY NORTH BUNCOMBE TOTAL TAXES	\$417.64 \$210.81 \$84.32 \$712.77	ADJUST VALUE ELDERLY EXEMPTION
2010-01356	WHITTEMORE L D & JEAN BILL: 20106502900.001 (PIN: 966940682100000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$211.31 \$44.28 \$255.59	ADJUST VAKUE DISABILITY EXEMPTION
2010-01357	ELIZABETH SPENCER TRUST BILL: 20108215146.001 (PIN: 963359307300000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$578.81 \$86.00 \$664.81	ADJUST VALUE ELDERLY EXEMPTION
2010-01366	ELLIS EDWARD & BRENDA K BILL: 20101963400.001 (PIN: 965705778700000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$281.93 \$225.54 \$507.47	ADJUST VALUE DISABLED EXEMPTION
2010-01367	LANCE JR KENNETH H BILL: 20108017712.001 (PIN: 965821577100000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$227.33 \$181.86 \$409.19	ADJUST VALUE ELDERLY EXEMPTION
2010-01368	HOVER EARL JAY BILL: 20108234272.001 (PIN: 968912185000000)	BUNCOMBE COUNTY SWANNANOVA FIRE TOTAL TAXES	\$267.49 \$61.14 \$328.63	ADJUST VALUE DISABILITY EXEMPTION
2010-01369	WIDEMAN CONSTANCE J BILL: 20108233112.001	BUNCOMBE COUNTY TOTAL	\$653.36 \$653.36	ADJUST VALUE ELDERLY EXEMPTION

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2010-01371	SAMS WILLIAM & DOROTHY M BILL: 20108017482.001 (PIN: 879197986500000)	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$219.19 \$41.75 \$260.94	ADJUST VALUE ELDERLY EXEMPTION
2010-01387	KUYKENDALL LEANNA & KELVIN BILL: 20108229277.001 (PIN: 965935196400000)	BUNCOMBE COUNTY HAW CREEK FIRE TOTAL TAXES	\$402.15 \$68.94 \$471.09	HOUSE FIRE 2009 PER ASHEVILLE FIR E DEPARTMENT
2010-01388	BIEDERMANN GARY BILL: 20108143017.001 (PIN: 965940961000000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$16.80 \$13.44 \$30.24	CORRECTION OF SKETCH FOR OPEN POR CH
2010-01389	TRIM MICHAEL BILL: 20108172159.002 (PIN: 962492914500000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$2,595.60 \$385.63 \$2,981.23	APPEAL APPROVED LOT IS NOT BUILDA BLE
2010-01390	SIMPKINS RONALD A & NANCY C BILL: 20108078390.001 (PIN: 868848590300000)	BUNCOMBE COUNTY N. WEST SERV. D TOTAL TAXES	\$87.68 \$16.70 \$104.38	GARAGE CAVED IN
2010-01391	RICE HARLAN G BILL: 20108086461.002 (PIN: 973221001800000)	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$664.13 \$134.09 \$798.22	FORMAL APPEAL RESULTED IN PLACING IN PRESENT USE PROGRAM
2010-01393	RICE HARLAN G BILL: 20107994648.001 (PIN: 973212395900000)	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$453.60 \$91.58 \$545.18	FORMAL APPEAL RESULTED IN PLACING IN PRESENT USE
2010-01394	RICE HARLAN G BILL: 20107994648.002 (PIN: 973213374000000)	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$347.55 \$70.17 \$417.72	FORMAL APEAL RESULTED IN PLACING IN PRESENT USE
2010-01395	RICE HARLAN G BILL: 20107994648.002 (PIN: 973213374000000)	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$2.10 \$.43 \$2.53	BILL IS LESS THAN \$5 AFTER ADJUST MENT
2010-01396	RICE HARLAN G BILL: 20108086461.001 (PIN: 972292459300000)	BUNCOMBE COUNTY WOODFIN FIRE TOTAL TAXES	\$699.30 \$133.20 \$832.50	FORMAL APPEAL RESULTED IN PLACING IN PRESENT USE
2010-01397	CAROLINA POWER & LIGHT CO BILL: 20108228904.003 (PIN: 962599292100000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$488.25 \$72.54 \$560.79	PROPERTY SHOULD HAVE BEEN STATE A SSESSED FOR 2010
2010-01398	CAROLINA POWER & LIGHT CO BILL: 20108228904.002 (PIN: 962671352200000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$571.20 \$84.86 \$656.06	PROPERTY SHOULD HAVE BEEN STATE A SSESSED FOR 2010

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2010-01400	JOYCE E NEWKIRK LIVING TRUST BILL: 20108216677.001 (PIN: 965869152500000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$447.56 \$358.05 \$805.61	ADJUST VALUE DISABILITY EXEMPTION
2010-01401	BLANKENSHIP BOYD & IRENE BILL: 20100627600.001 (PIN: 963801570100000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$258.83 \$207.06 \$73.95 \$539.84	ADJUST VALUE ELDERLY EXEMPTION
2010-01402	TAYLOR RUTHELL S BILL: 20108231730.001 (PIN: 9629227443C015A)	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$353.59 \$60.62 \$414.21	ADJUST VALUE ELDERLY EXEMPTION
2010-01404	PAUL SUSAN L TTE (TR) BILL: 20108118728.001 (PIN: 963866039100000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$260.93 \$208.74 \$74.55 \$544.22	ADJUST VALUE ELDERLY EXEMPTION
2010-01407	DRAKE JAMES E & MARY J BILL: 20101831600.001 (PIN: 971014415300000)	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$529.99 \$90.86 \$620.85	ADJUST VALUE ELDERLY EXEMPTION
2010-01408	SCHNAPPAUF RICHARD N BILL: 20108216914.001 (PIN: 966436261600000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$1,162.88 \$172.77 \$1,335.65	ADJUST VALUE ELDERLY EXEMPTION
2010-01409	AEROFLOW INC BILL: 20108202697.001	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$35.28 \$28.22 \$63.50	DUPLICATE BILL
2010-01416	HUFFMAN DONALD BILL: 20108211417.001 (PIN: 973125359800000)	BUNCOMBE COUNTY WOODFIN CITY WOODFIN FIRE TOTAL TAXES	\$131.25 \$66.25 \$25.00 \$222.50	ADJUST BILL DISABILITY EXEMPTION
2010-01418	INGLE RUBY M BILL: 20103119655.001 (PIN: 968664215500000)	BUNCOMBE COUNTY FAIRVIEW FIRE TOTAL TAXES	\$364.09 \$52.01 \$416.10	ADJUST VALUE ELDERLY EXEMPTION
2010-01419	HAGER CALVIN L HEIRS BILL: 20108118309.001 (PIN: 965465477200000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$203.18 \$30.19 \$233.37	ADJUST VALUE ELDERLY EXEMPTION
2010-01421	KENNEDY KIM EDEN BILL: 20108135954M001	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$33.08 \$26.47 UE \$200.00 \$59.55	VEHICLE WAS BILLED WITH WRONG VAL

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2010-01423	WEAVER MICHAEL D & NANCY L KEATON BILL: 20108150458.001 (PIN: 966488203000000)	BUNCOMBE COUNTY S BUNCOMBE SERV TOTAL TAXES	\$1,324.58 \$196.79 \$1,521.37	CORRECTED FROM 2 STORY TO 1 STORY
2010-01432	RICE WANDA BILL: 20108153964.001 (PIN: 973443066200000)	BUNCOMBE COUNTY JUPITER FIRE TOTAL TAXES	\$131.25 \$23.75 \$155.00	ADJUST VALUE DISABLED EXEMPTION
2010-01446	KING DAVID P & ALICE F BILL: 20103394200.001 (PIN: 973043255900000)	BUNCOMBE COUNTY WOODFIN CITY WOODFIN FIRE TOTAL TAXES	\$213.94 \$107.99 \$40.75 \$362.68	ADJUST VALUE ELDERLY EXEMPTION
2010-01450	WHEELER ROSA HENSON BILL: 20106445300.001 (PIN: 965744307100000)	BUNCOMBE COUNTY REYNOLDS FIRE TOTAL TAXES	\$239.66 \$50.22 \$289.88	ADJUST VALUE ELDERLY EXEMPTION
2010-01451	SHAW MARION CAROLE CAMERON BILL: 20108193436.001 (PIN: 071040158600000)	BUNCOMBE COUNTY BLACK MOUNTAIN TOTAL TAXES	\$324.19 \$225.39 \$549.58	ADJUST VALUE ELDERLY EXEMPTION
2010-01452	PORSHIA ERNEST D & MARY BILL: 20104804500.002 (PIN: 963961554200000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$311.85 \$249.48 \$561.33	ADJUST VALUE ELDERLY EXEMPTION
2010-01466	METZ DAVID L BILL: 20108237443.001 (PIN: 964923953400000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$399.00 \$319.20 \$114.00 \$832.20	ADJUST VALUE DISABLED EXEMPTION
2010-01469	FRANSEN HERMAN A & ELVERA J BILL: 20108163997.001 (PIN: 964890718900000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$281.40 \$225.12 \$506.52	ADJUST VALUE ELDERLY EXEMPTION
2010-01470	ROGERS CLARENCE E & JEWEL BILL: 20105266800.002 (PIN: 973026000200000)	BUNCOMBE COUNTY WOODFIN CITY WOODFIN FIRE TOTAL TAXES	\$192.68 \$97.26 \$36.70 \$326.64	ADJUST VALUE ELDERLY EXEMPTION
2010-01471	KEATING JOSEPH THOMAS BILL: 20108038582.001 (PIN: 965446845500000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$292.95 \$43.52 \$336.47	ADJUST VALUE DISABILITY EXEMPTION
2010-01472	DEAN VIOLA H (LE) BILL: 20108224066.001 (PIN: 869969515200000)	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$441.79 \$84.15 \$525.94	ADJUST VALUE ELDERLY EXEMPTION
2010-01473	TURNER EVA J & DEWAYNE R JT BILL: 20108113241.001 (PIN: 877109445600000)	BUNCOMBE COUNTY N. WEST SERV. D TOTAL TAXES	\$131.25 \$25.00 \$156.25	ADJUST VALUE DISABILITY EXEMPTION

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2010-01474	RADCLIFF JAMES & ESTA BILL: 20108157281.001 (PIN: 963871262600000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$245.44 \$196.35 \$70.13 \$511.92	ADJUST VALUE ELDERLY EXEMPTION
2010-01475	FRISBEE IRVIN & JEAN BILL: 20102218700.001 (PIN: 962845504400000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$236.25 \$189.00 \$425.25	ADJUST VALUE ELDERLY EXEMPTION
2010-01477	SYLVIA STRICKLAND KATZ REVOC BILL: 20108236267.001 (PIN: 976575044100000)	BUNCOMBE COUNTY BARNARDSVILLE TOTAL TAXES	\$510.83 \$145.95 \$656.78	ADJUST VALUE ELDERLY EXEMPTION
2010-01495	METCALF DANIEL C & JAIME LL BILL: 20108114691.001 (PIN: 868747601400000)	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$193.99 \$27.71 \$221.70	ADJUST VALUE DISABILITY EXEMPTION
2010-01499	FUREY ALENE BILL: 20108152432.001 (PIN: 965520602300000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$390.08 \$312.06 \$702.14	ADJUST VALUE ELDERLY EXEMPTION
2010-01500	ROSS DRESS FOR LESS INC BILL: 20108192451M072	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$584.12 \$467.18 \$1,051.30	BILLED IN WRONG RATE CODE
2010-01501	MCHONE DONNA SUE BILL: 20108018010.001 (PIN: 977209360000000)	BUNCOMBE COUNTY REEMS CREEK TOTAL TAXES	\$181.55 \$41.50 \$223.05	ADJUST VALUE DISABLED EXEMPTION
2010-01503	STROUPE ALAN BILL: 20108195879.001 (PIN: 977061844100000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$266.18 \$55.77 \$321.95	CORRECTED SQUARE FOOTAGE
2010-01504	CLEAR BRANCH BAPTIST CHURCH BILL: 20107990267.001 (PIN: 063623822700000)	BUNCOMBE COUNTY BROAD RIVER TOTAL TAXES	\$1,509.90 \$287.60 \$1,797.50	PROPERTY IS EXEMPT
2010-01508	OPHELIAS WORLD CAFE & BAR LLC BILL: 20108212682M001	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$173.25 \$138.60 \$49.50 \$361.35	BUSINESS CLOSED
2010-01509	NETTLEWOOD ASSOCIATES LLC BILL: 20108138521.008 (PIN: 9655293973C0003)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$3,603.60 \$2,882.88 \$6,486.48	CONDO UNIT SPLIT BILLED 2010 IN E RROR
2010-01512	GRANT GREGORY & JOAN A BILL: 20107996785.001	BUNCOMBE COUNTY TOTAL	\$1,243.46 \$1,243.46	ADJUST VALUE ELDERLY EXEMPTION

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2010-01520	DEHART RUBY T BILL: 20101730900.001 (PIN: 966760093200000)	BUNCOMBE COUNTY REYNOLDS FIRE TOTAL TAXES	\$269.06 \$56.38 \$325.44	ADJUST VALUE ELDERLY EXEMPTION
2010-01521	CLARK DONNA BARNHILL BILL: 20108151068.001 (PIN: 976093986600000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$586.43 \$122.87 \$709.30	CORRECTED SQUARE FOOTAGE
2010-01530	LOREDO GREGORIO BILL: 20108192566M001	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$28.43 \$23.43 \$50.00 \$51.86	BILLED IN WRONG RATE CODE
2010-01531	TINSLEY VIOLA M BILL: 20107953258.001 (PIN: 964901193000000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$363.04 \$290.43 \$103.73 \$757.20	ADJUST VALUE ELDERLY EXEMPTION
2010-01532	PLEMMONS HARDY W & LOUISE C (TE) BILL: 20108054510.001 (PIN: 869704637800000)	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$414.75 \$59.25 \$474.00	ADJUST VALUE ELDERLY EXEMPTION
2010-01533	PRESTWOOD CHARLES BILL: 20108225588.001 (PIN: 970301060600000)	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$163.54 \$31.15 \$194.69	ADJUST VALUE DISABLED EXEMPTION
2010-01536	HENSON WILBUR B ET AL BILL: 20106905588.001 (PIN: 961624053400000)	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$207.90 \$29.70 \$237.60	ADJUST VALUE ELDERLY EXEMPTION
2010-01537	PENLAND RICHARD C & MARILEE BILL: 20104686150.001 (PIN: 961718358900000)	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$318.68 \$45.53 \$364.21	ADJUST VALUE ELDERLY EXEMPTION
2010-01538	MCPHERSON JANET C BILL: 20108206217M001 (PIN: 965898912400000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$252.53 \$202.02 \$454.55	ADJUST VALUE DISABLED EXEMPTION
2010-01539	MAY FORD C & BARBARA R BILL: 20108189280.001 (PIN: 966950285300000)	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$598.50 \$125.40 \$723.90	ADJUST VALUE ELDERLY EXEMPTION
2010-01540	MACE JEFFREY A & CAROLINE C BILL: 20108103598.001 (PIN: 971297802000000)	BUNCOMBE COUNTY FRENCH BROAD TOTAL TAXES	\$407.14 \$93.06 \$500.20	ADJUST VALUE DISABILITY EXEMPTION
2010-01545	CHASTEEN MARTHA B (LE) BILL: 20108217789.001 (PIN: 071009069700000)	BUNCOMBE COUNTY EAST BUNCOMBE TOTAL TAXES	\$411.34 \$70.52 \$481.86	ADJUST VALUE ELDERLY EXEMPTION

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2010-01549	RABORN RUBY L BILL: 20108175070.001 (PIN: 965874519400000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$283.24 \$226.59 \$509.83	ADJUST VALUE ELDERLY EXEMPTION
2010-01550	TATE SAMUEL B & FRANCES M BILL: 20105968700.001 (PIN: 963884021400000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$437.59 \$350.07 \$125.03 \$912.69	ADJUST VALUE ELDERLY EXEMPTION
2010-01551	CARTER BURNETTE R BILL: 20108172618.001 (PIN: 962847921600000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$213.94 \$171.15 \$385.09	ADJUST VALUE ELDERLY EXEMPTION
2010-01552	SITTON JR PAUL RAY BILL: 20108235288.001 (PIN: 973062912800000)	BUNCOMBE COUNTY WOODFIN CITY WOODFIN FIRE TOTAL TAXES	\$124.74 \$62.96 \$23.76 \$211.46	BOAT WAS BILLED WITH WRONG VALUE
2010-01553	LEIGHTON ROBERT J BILL: 20108099851M001 (PIN: 978216690600000)	BUNCOMBE COUNTY N. EAST SERV. D TOTAL TAXES	\$110.83 \$25.33 \$136.16	ADJUST VALUE ELDERLY EXEMPTION
2010-01554	LEIGHTON ROBERT J BILL: 20108099851.001 (PIN: 978216690600000)	BUNCOMBE COUNTY N. EAST SERV. D TOTAL TAXES	\$32.29 \$7.38 \$39.67	ADJUST VALUE ELDERLY EXEMPTION.
2010-01555	SOESBEE SR JAMES BILL: 20108073730.001	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$46.46 \$6.64 \$53.10	ADJUST VALUE ELDERLY EXEMPTION
2010-01556	WHITE DORRE A BILL: 20108148447.001 (PIN: 966487208200000)	BUNCOMBE COUNTY S BUNCOMBE SERV TOTAL TAXES	\$124.43 \$18.49 \$142.92	CHANGED BELOW GROUND LIVING SPACE TO UNFINISHED BASEMENT
2010-01557	SILVERS BERNICE Y BILL: 20105577200.001 (PIN: 978094643500000)	BUNCOMBE COUNTY SWANNANOVA FIRE TOTAL TAXES	\$248.43 \$56.78 \$305.21	ADJUST VALUE ELDERLY EXEMPTION
2010-01561	ARLEDGE LAWRENCE A BILL: 20100183500.001 (PIN: 965983130800000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$415.01 \$332.01 \$747.02	ADJUST VALUE ELDERLY EXEMPTION
2010-01562	ANSLEY MICAH S BILL: 20108234019.001	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$952.88 \$762.30 \$1,715.18	DID NOT OWN AIRPLANE 1/1/10
2010-01563	RICE LUNA BILL: 20108051494.001 (PIN: 965709810100000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$187.69 \$150.15 \$337.84	ADJUST VALUE ELDERLY EXEMPTION

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2010-01564	ANGEL GLEN & LOIS H BILL: 20106906079.001 (PIN: 968643088300000)	BUNCOMBE COUNTY FAIRVIEW FIRE TOTAL TAXES	\$138.08 \$19.73 \$157.81	ADJUST VALUE ELDERLY EXEMPTION
2010-01565	HELPER NANCY BILL: 20108207302.001 (PIN: 965377557100000)	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$286.39 \$42.55 \$328.94	ADJUST VALUE DISABILITY EXEMPTION
2010-01569	CHATHAM HENRY A BILL: 20108238212.002 (PIN: 961745001700000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$348.08 \$278.46 \$626.54	ADJUST VALUE ELDERLY EXEMPTION
2010-01571	FORD FLORA G BILL: 20108128711.001 (PIN: 969923785200000)	BUNCOMBE COUNTY SWANNANOVA FIRE TOTAL TAXES	\$251.21 \$57.42 \$308.63	ADJUST VALUE ELDERLY EXEMPTION
2010-01572	RIVERA VIVIAN I BILL: 20108134497.001	BUNCOMBE COUNTY SWANNANOVA FIRE TOTAL TAXES	\$82.37 \$18.83 \$101.20	ADJUST VALUE ELDERLY EXEMPTION
2010-01577	GWALTNEY CHARLES & JEANETTE BILL: 20108148174.001 (PIN: 965859762800000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$486.68 \$389.34 \$876.02	ADJUST VALUE ELDERLY EXEMPTION
2010-01581	ALBAUGH DONALD E BILL: 20108236751.002 (PIN: 973183731400000)	BUNCOMBE COUNTY WOODFIN FIRE TOTAL TAXES	\$189.26 \$36.05 \$225.31	ADJUST VALUE ELDERLY EXEMPTION
2010-01582	WHITTEMORE MAE BILL: 20106503300.001 (PIN: 976299934900000)	BUNCOMBE COUNTY REEMS CREEK TOTAL TAXES	\$224.02 \$51.20 \$275.22	ADJUST VALUE ELDERLY EXEMPTION
2010-01583	JONES ROBERT C BILL: 20101198100.001 (PIN: 962866834100000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$317.89 \$254.31 \$90.83 \$663.03	ADJUST VALUE ELDERLY EXEMPTION
2010-01584	C V S PHARMACY BILL: 20108124499.006	NORTH BUNCOMBE TOTAL	\$587.96 \$587.96	BILLED IN WRONG RATE CODE
2010-01586	PETERSON JOHN V & NANCY S BILL: 20104716300.001 (PIN: 974462746900000)	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$228.38 \$46.11 \$274.49	ADJUST VALUE ELDERLY EXEMPTION
2010-01587	SAGY II JOHN VALENTINE BILL: 20108013930.001 (PIN: 965776597300000)	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$222.08 \$177.66 \$399.74	ADJUST VALUE DISABILITY EXEMPTION

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2010-01588	THOMPSON JUDITH JONES BILL: 20108231458.001	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$55.15 \$7.88 \$63.03	ADJUST VALUE ELDERLY EXEMPTION
2010-01589	DELP MILDRED E BILL: 20108197177.001 (PIN: 974062349000000)	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$888.83 \$711.06 \$253.95 \$1,853.84	ADJUST VALUE ELDERLY EXEMPTION
2010-01592	DEAS VIRGINIA R BILL: 20101717450.001 (PIN: 970093710700000)	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$324.98 \$55.71 \$380.69	ADJUST VALUE DISABLED EXEMPTION
2010-01593	WHITENER A MARIE BILL: 20108154922.001 (PIN: 879190497000000)	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$323.03 \$61.53 \$384.56	ADJUST VALUE ELDERLY EXEMPTION
2010-01594	HAMILTON JR ROGER & SUSAN G (TE) BILL: 20108091941.001 (PIN: 974291350200000)	BUNCOMBE COUNTY REEMS CREEK TOTAL TAXES	\$177.45 \$40.56 \$218.01	ADJUST VALUE DISABLED EXEMPTION
TOTAL			\$83,307.81	

TOTAL COUNTY:	\$51,583.57
TOTAL CITIES:	\$19,839.54
TOTAL CITY FEES:	\$250.00
TOTAL SCHOOLS:	\$1,068.21
TOTAL FIRE DISTS:	\$5,164.12
TOTAL TAXES:	\$77,905.44

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2005-03770	AMMONS RICKY RAY BILL: 200512-1506317	BUNCOMBE COUNTY	\$32.39	CLERICAL ERROR BILL MADE FOR THE
		EAST BUNCOMBE	\$4.94	WRONG YEAR
		TOTAL TAXES	\$37.33	
	TOTAL		\$83,345.14	
		TOTAL COUNTY:	\$32.39	
		TOTAL CITIES:		
		TOTAL CITY FEES:		
		TOTAL SCHOOLS:		
		TOTAL FIRE DIST:	\$4.94	
		TOTAL TAXES:	\$37.33	

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2008-03282	FERGUSON WELL AND PUMP LLC BILL: 200808-1241750	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$1,768.46 \$336.85 \$2,105.31	DUPLICATE BILL
	TOTAL		\$85,450.45	

TOTAL COUNTY: \$1,768.46
TOTAL CITIES:
TOTAL CITY FEES:
TOTAL SCHOOLS:
TOTAL FIRE DIST: \$336.85
TOTAL TAXES: \$2,105.31

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2009-02495	HOLLOWAY PHILETHEA LYTLE BILL: 200908-1447378	BUNCOMBE COUNTY	\$89.37	DUPLICATE BILL-DMV ERROR
		BLACK MOUNTAIN	\$54.46	
		CITY VEHICLE FE	\$5.00	
		TOTAL TAXES	\$143.83	
2009-02496	STYLES RICHARD GREGORY SR BILL: 200910-1502317	BUNCOMBE COUNTY	\$231.84	COUNTY CHANGED TO WAKE COUNTY
		WEST BUNCOMBE	\$39.74	
		TOTAL TAXES	\$271.58	
2009-02498	FERGUSON WELL AND PUMP LLC BILL: 200908-1241750	BUNCOMBE COUNTY	\$1,591.59	DUPLICATE BILL
		LEICESTER FIRE	\$303.16	
		TOTAL TAXES	\$1,894.75	
2009-02500	SHIPES CARL RUSSELL BILL: 200909-1451037	BUNCOMBE COUNTY	\$37.68	COUNTY CHANGED TO RANDOLPH
		ASHEVILLE CITY	\$30.16	
		ASHEVILLE SCH.	\$10.73	
		CITY VEHICLE FE	\$10.00	
		TOTAL TAXES	\$78.57	
2009-02501	COFFEY JOHN JOSEPH BILL: 200910-1454951	BUNCOMBE COUNTY	\$36.38	DISABLED VETERAN
		FLETCHER FIRE	\$5.43	
		TOTAL TAXES	\$41.81	
TOTAL			\$87,880.99	

TOTAL COUNTY:	\$1,986.86
TOTAL CITIES:	\$84.62
TOTAL CITY FEES:	\$15.00
TOTAL SCHOOLS:	\$10.73
TOTAL FIRE DIST:	\$348.33
TOTAL TAXES:	\$2,445.54

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2010-01341	CLOSE JESSICA K BILL: 201007-1499681	BUNCOMBE COUNTY FLETCHER FIRE TOTAL TAXES	\$72.40 \$10.76 \$83.16	COUNTY CHANGED TO HENDERSON
2010-01345	PHILIP LEE RUSHLOW TRUST DTD 05 29 BILL: 201007-1445176	BUNCOMBE COUNTY N. CENTRAL SERV ASHEVILLE SCH. TOTAL TAXES	\$32.34 \$6.78 \$9.24 \$48.36	ADJUST VALUE PER DEALER APPRAISAL
2010-01346	KORTUS ROBIN JOHN BILL: 201007-1234290	BUNCOMBE COUNTY WOODFIN CITY NORTH BUNCOMBE TOTAL TAXES	\$5.41 \$2.73 \$1.09 \$9.23	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01349	HORNOWSKI JEROME GIBSON BILL: 201007-1496586	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$13.60 \$2.02 \$15.62	VEHICLE SOLD TAG LESS THAN 30 DAYS
2010-01354	TEAGUE CARL REEVES BILL: 201005-1485776	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$56.53 \$11.41 \$67.94	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01360	WALKER VICKIE STAMEY BILL: 201008-1501256	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$5.78 \$.83 \$6.61	BILLED WITH WRONG VALUE
2010-01361	LITTLE DANIEL DEVAULT BILL: 201008-1501566	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$20.37 \$4.27 \$24.64	BILED WITH WRONG VALUE
2010-01362	PARRIS TERESA PITTILO BILL: 201007-1302342	BUNCOMBE COUNTY FLETCHER FIRE TOTAL TAXES	\$33.97 \$5.05 \$39.02	COUNTY CHANGED TO HENDERSON
2010-01364	GRIFFIN DANIEL MARTIN BILL: 201007-1500001	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$42.00 \$33.60 \$12.00 \$10.00 \$87.60	COUNTY CHANGED TO WATAUGA
2010-01370	HIGHLANDER SERVICE GROUP LLC BILL: 201007-1500012	BUNCOMBE COUNTY WOODFIN CITY WOODFIN FIRE TOTAL TAXES	\$13.13 \$6.63 \$2.50 \$22.26	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01373	REEVES MARK DESMOND BILL: 201007-1384052	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$17.80 \$3.59 \$21.39	ADJUST VALUE VEHICLE HAS HIGH MILES

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2010-01374	CRAWFORD EDWARD GENE BILL: 201009-1501443	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$22.86 \$4.62 \$27.48	ADJUST VALUE PER DMV BILL OF SALE
2010-01375	BRIDGES ROBERT KEITH BILL: 201008-1502306	BUNCOMBE COUNTY SWANNANOVA FIRE TOTAL TAXES	\$19.11 \$4.37 \$23.48	ADJUST VALUE PER NADA
2010-01376	ADAMS HENRY G BILL: 201008-1505417	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$85.58 \$16.30 \$101.88	COUNTY CHANGED TO MADISON
2010-01379	FOLLO MICHAEL FORD BILL: 201008-1502980	BUNCOMBE COUNTY BROAD RIVER TOTAL TAXES	\$87.10 \$16.59 \$103.69	COUNTY CHANGE TO HENDERSON
2010-01381	FOLLO MICHAEL FORD BILL: 201008-1502981	BUNCOMBE COUNTY BROAD RIVER TOTAL TAXES	\$57.91 \$11.03 \$68.94	COUNTY CHANGE TO HENDERSON
2010-01382	WARREN WILSON COLLEGE BILL: 201008-1503923	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$36.70 \$7.69 \$44.39	VEHICLE EXEMPT
2010-01383	JANI PRASHANT GUNVANTLAL BILL: 201008-1449990	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$18.22 \$14.57 \$32.79	PER DMV BOS
2010-01384	LETTERMAN MARK CRAIG BILL: 201007-1497885	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$31.50 \$4.50 \$36.00	TRAVEL TRAILER BILLED WITH WRONG VALUE
2010-01385	FERGUSON WELL AND PUMP LLC BILL: 201008-1241750	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$1,432.46 \$272.85 \$1,705.31	BILLED WITH WRONG VALUE
2010-01386	BIAZIS ANDREW DENNIS BILL: 201008-1505655	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$142.38 \$20.34 \$162.72	ADJUST VALUE PER DMV BOS
2010-01392	REED RONALD CLAUDE BILL: 201008-1399546	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$73.40 \$58.72 \$20.97 \$10.00 \$153.09	CHANGE COUNTY TO HENDERSON
2010-01399	GERMER ERIKA LYNN BILL: 201007-1500802	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$18.27 \$14.62 \$5.22 \$38.11	ADJUST VALUE PER BILL OF SALE

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2010-01403	VOZNYUK ALEKSANDR VLADIMIROVICH BILL: 201008-1503597	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$54.97 \$9.42 \$64.39	ADJUST VALUE SALVAGED VEHICLE
2010-01405	STOPPELBEIN IRENE ELIZABETH BILL: 201008-1503094	BUNCOMBE COUNTY BROAD RIVER TOTAL TAXES	\$37.22 \$7.09 \$44.31	COUNTY CHANGED TO RUTHERFORD COUNTY
2010-01406	MCDANIELS VICTORIA JOSEPHINE BILL: 201004-1430498	BUNCOMBE COUNTY JUPITER FIRE TOTAL TAXES	\$82.13 \$14.87 \$97.00	MILITARY HOME OF RECORD IS COLORADO
2010-01410	BENNETT DAVID RONALD BILL: 201008-1313181	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$48.88 \$6.98 \$55.86	VEHICLE SOLD/TAG LESS THAN 30 DAYS
2010-01411	CHAKALES CATHERINE PATRICIA BILL: 201008-1504852	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$47.72 \$38.18 \$13.64 \$10.00 \$99.54	COUNTY CHANGED TO MECKLENBURG
2010-01413	BARNWELL GEORGE EARL JR BILL: 201008-1311173	BUNCOMBE COUNTY BLACK MOUNTAIN CITY VEHICLE FE TOTAL TAXES	\$5.88 \$4.09 \$5.00 \$9.97	VEHICLE SOLD/TAG LESS THAN 30 DAYS
2010-01415	PRESSLEY JASON EDWARD BILL: 201004-1482564	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$63.79 \$9.13 \$72.92	VEHICLE SOLD/TAG LESS THAN 30 DAYS
2010-01417	DEBRUHL ROBIN MICHELLE BILL: 201004-1283752	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$26.54 \$21.22 \$7.59 \$10.00 \$55.35	COUNTY CHANGED TO HAYWOOD
2010-01420	PIAZZA MICHAEL JOHN BILL: 201008-1450053	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$91.40 \$73.12 \$26.12 \$10.00 \$190.64	COUNTY CHANGE TO HENDERSON
2010-01422	SUPRUNCHIK NIKOLAY BILL: 201008-1504866	BUNCOMBE COUNTY UPPER HOMINY TOTAL TAXES	\$16.33 \$3.42 \$19.75	ADJUST VALUE SALVAGED TITLE
2010-01424	DEYNEGA VIKTOR BILL: 201005-1489029	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$39.60 \$6.79 \$46.39	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS

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2010-01425	FEEMSTER VIDA BROWN BILL: 201008-0945737	BUNCOMBE COUNTY WEAVERVILLE TOTAL TAXES	\$33.39 \$22.58 \$55.97	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01427	STEPP JENNIFER LEIGH BILL: 201008-1504483	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$77.70 \$62.16 \$10.00 \$139.86	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01428	WILSON JULIE ANN BILL: 201008-1392871	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$8.40 \$1.60 \$10.00	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01429	MCKEE MICHAEL GIL BILL: 201007-1496010	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$35.60 \$5.29 \$40.89	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01430	RICE MARY PAYNE BILL: 201008-1236323	BUNCOMBE COUNTY BARNARDSVILLE TOTAL TAXES	\$25.73 \$7.35 \$33.08	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01431	PETERS MICHAEL PAUL JR BILL: 201008-1238519	BUNCOMBE COUNTY MONTREAT CITY EAST BUNCOMBE TOTAL TAXES	\$74.50 \$52.50 \$12.77 \$139.77	MILITARY HOME OF RECORD WASHINGTON
2010-01433	BLUE RIDGE AREA FOUNDATION BILL: 201008-1505063	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$81.90 \$65.52 \$10.00 \$147.42	VEHICLE EXEMPT
2010-01434	OBRAJERO RAUL BILL: 201008-1504314	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$19.16 \$15.33 \$34.49	ADJUST VALUE VEHICLE HAS HIGH MILEAGE
2010-01435	WALDRUP MARTIN DALE BILL: 201004-1492079	BUNCOMBE COUNTY FLETCHER FIRE TOTAL TAXES	\$12.26 \$1.83 \$14.09	COUNTY CHANGED TO HENDERSON
2010-01436	A- AMERICAN ELECTRIC INC BILL: 201008-1317286	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$8.61 \$1.28 \$9.89	COUNTY CHANGED TO HENDERSON
2010-01437	BAUKNIGHT LINDA DIANE BILL: 201009-1502643	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$121.04 \$96.83 \$9.17 \$217.87	COUNTY CHANGED TO HENDERSON

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2010-01438	HEWER IAN BILL: 201009-1504142	BUNCOMBE COUNTY REYNOLDS FIRE TOTAL TAXES	\$19.35 \$4.05 \$23.40	ADJUST VALUE PER DMV BILL OF SALE
2010-01439	FENDER CONLEY LEE BILL: 201008-1501304	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$52.50 \$42.00 \$15.00 \$109.50	VEHICLE HAS AN ANTIQUE TAG
2010-01440	BARNES BENNY RAY BILL: 201008-1501198	BUNCOMBE COUNTY UPPER HOMINY TOTAL TAXES	\$11.58 \$2.43 \$14.01	ADJUST VALUE SALVAGED VEHICLE
2010-01441	ANDERSON DEAN IVAN BILL: 201008-1241894	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$84.74 \$67.79 \$10.00 \$152.53	COUNTY CHANGED TO HENDERSON
2010-01442	LAGUNA TERRY ELLEN BILL: 201008-1505766	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$18.32 \$3.14 \$21.46	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01445	WHITESIDES ANTHONY MATTHEW BILL: 201008-1505082	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$28.51 \$22.81 \$8.15 \$59.47	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01447	RECREATION EXPERIENCES BILL: 201008-1505002	BUNCOMBE COUNTY JUPITER FIRE TOTAL TAXES	\$29.77 \$5.39 \$35.16	VEHICLE EXEMPT
2010-01448	RECREATION EXPERIENCES BILL: 201008-1505003	BUNCOMBE COUNTY JUPITER FIRE TOTAL TAXES	\$7.88 \$1.43 \$9.31	VEHICLE EXEMPT
2010-01449	BRIGGS COLLEEN ALICE MARIE BILL: 201003-1476313	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$22.49 \$18.00 \$10.00 \$40.49	COUNTY CHANGED TO HENDERSON
2010-01453	RICE SARAH ELIZABETH BILL: 201007-1500878	BUNCOMBE COUNTY FLETCHER FIRE TOTAL TAXES	\$29.13 \$4.32 \$33.45	CLERICAL ERROR
2010-01455	BICKNELL CHRISTOPHER LEE BILL: 201008-1505083	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$13.13 \$2.75 \$15.88	VEHICLE WAS BILLED WITH WRONG VALUE

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2010-01458	BOLIVAR LAND CO LLC BILL: 201008-1503845	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. TOTAL TAXES	\$19.74 \$15.79 \$5.64 \$41.17	ADJUST VALUE PER DMV BILL OF SALE
2010-01459	PEDERSEN STEPHEN RUDOLPH BILL: 201003-1479100	BUNCOMBE COUNTY FLETCHER FIRE TOTAL TAXES	\$127.64 \$18.97 \$146.61	COUNTY CHANGED TO HENDERSON COUNTY
2010-01460	MAUNEY JUDITH LINEBERGER BILL: 201008-1502023	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$55.02 \$44.02 \$10.00 \$99.04	COUNTY CHANGED TO LINCOLN
2010-01461	GREENE JAMES RONALD BILL: 201008-1389570	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$56.70 \$8.10 \$64.80	VEHICLE WAS BILLED WITH WRONG VALUE
2010-01462	HENRY RICHARD ROGER BILL: 201001-1190770	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$70.09 \$56.06 \$20.01 \$10.00 \$146.16	COUNTY CHANGED TO MECKLENBURG COUNTY
2010-01463	HENRY RICHARD ROGER BILL: 201001-1389333	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$94.65 \$75.74 \$27.04 \$10.00 \$197.43	COUNTY CHANGED TO MECKLENBURG COUNTY
2010-01464	SMITH JEFFREY QUENTEN BILL: 201008-1316986	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$12.29 \$9.83 \$22.12	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01465	SADELSON DENNIS MICHAEL BILL: 201008-1310566	BUNCOMBE COUNTY BARNARDSVILLE TOTAL TAXES	\$34.60 \$9.89 \$44.49	VEHICLE SOLD/TAG LESS THAN 30 DAYS
2010-01467	SARTI GEORGE WILLIAM BILL: 201006-1294191	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$27.15 \$21.72 \$7.76 \$10.00 \$56.63	COUNTY CHANGED TO HENDERSON COUNTY
2010-01476	HUBLER ROBERT ARTHUR BILL: 201006-1493353	BUNCOMBE COUNTY WEAVERVILLE TOTAL TAXES	\$77.28 \$52.25 \$129.53	MILITARY HOME OF RECORD IS VIRGINIA

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2010-01478	RIELS JAMES ANTHONY BILL: 201005-1486606	BUNCOMBE COUNTY FAIRVIEW FIRE TOTAL TAXES	\$50.11 \$7.16 \$57.27	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01479	BASILIOUS KATHLEEN BILL: 201008-1390437	BUNCOMBE COUNTY LEICESTER FIRE TOTAL TAXES	\$22.79 \$4.34 \$27.13	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01480	DIXON MONICA JEAN BILL: 201005-1219759	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$87.47 \$69.97 \$24.99 \$10.00 \$182.43	MILITARY HOME OF RECORD NEW JERSEY
2010-01481	DIXON MONICA JEAN BILL: 201007-0845683	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$14.75 \$11.80 \$4.22 \$10.00 \$30.77	MILITARY HOME OF RECORD NEW JERSEY
2010-01482	RAMSEY CHRISTOPHER ALLEN BILL: 201007-1438072	BUNCOMBE COUNTY JUPITER FIRE TOTAL TAXES	\$90.67 \$16.41 \$107.08	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01483	STRIEDER WILLIAM ROBERT III BILL: 201008-1504965	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$118.23 \$94.58 \$10.00 \$212.81	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01484	COMPTON DEBORAH FAYE BILL: 201007-1304485	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$12.92 \$10.33 \$3.69 \$10.00 \$26.94	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01485	KOLOSEIKE ANNA MAIER BILL: 201008-1241720	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$7.14 \$5.71 \$2.04 \$10.00 \$14.89	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01486	ELLIOTT KEVIN DEWAYNE BILL: 201008-1502254	BUNCOMBE COUNTY BLACK MOUNTAIN CITY VEHICLE FE TOTAL TAXES	\$18.27 \$12.70 \$5.00 \$30.97	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01487	MCKEE JAMES FRANKLIN BILL: 201007-1008195	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$14.86 \$2.21 \$17.07	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2010-01489	HETTINGER DANIEL JACOB BILL: 201004-1483971	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$9.83 \$7.87 \$2.81 \$10.00 \$20.51	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01490	DENNIS BRITTANY ANN BILL: 201006-1492932	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$7.76 \$6.21 \$2.22 \$10.00 \$16.19	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01491	HORNOWSKI JEROME GIBSON BILL: 201008-1501944	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$7.40 \$1.10 \$8.50	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01492	TURBYFILL WILLIAM JACKSON JR BILL: 201008-1310799	BUNCOMBE COUNTY BILT. FOREST TOTAL TAXES	\$10.82 \$6.59 \$17.41	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01493	SEMONICK DENISE BILL: 201008-1449445	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$1.37 \$1.09 \$2.46	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01494	JOHNSON JESSICA ROBYN BILL: 201007-1498971	BUNCOMBE COUNTY EAST BUNCOMBE TOTAL TAXES	\$36.23 \$6.21 \$42.44	COUNTY CHANGED TO TRANSYLVANIA
2010-01497	MICCICHE ROSEMARY D'ARMIENTO BILL: 201008-1240540	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$1.00 \$.80 \$1.80	ADJUST VALUE PER NADA
2010-01498	KUSHTAN VIRA BILL: 201008-1505503	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$45.68 \$36.54 \$82.22	ADJUST VALUE SALVAGED VEHICLE
2010-01502	PRICE KRIS LYNN BILL: 201009-1505368	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$24.88 \$3.70 \$28.58	ADJUST VALUE PER DMV BILL OF SALE
2010-01506	CREMER PAUL KEVIN BILL: 201008-1502542	BUNCOMBE COUNTY NORTH BUNCOMBE TOTAL TAXES	\$4.99 \$1.01 \$6.00	ADJUST VALUE WRONG VALUE
2010-01507	PARKER MELANIE PAIGE BILL: 201006-1492496	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$35.34 \$28.27 \$10.00 \$63.61	DMV ERROR

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2010-01511	COCA COLA BOTTLING CO CONSOLIDATED BILL: 201001-1265897	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$36.33 \$5.40 \$41.73	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01515	ROBERTS MARCIA GUTHRIE BILL: 201007-1491289	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$124.98 \$21.43 \$146.41	COUNTY CHANGED TO MADISON
2010-01516	BICKING JUDITH MARIE BILL: 201008-1503660	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$7.19 \$5.75 \$12.94	ADJUST VALUE SALVAGED TITLE
2010-01523	CHERNOUS ANDREY A BILL: 201008-1504702	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$15.91 \$2.73 \$18.64	ADJUST VALUE SALVAGED VEHICLE
2010-01524	HECK CATHY BARROW BILL: 201008-1088368	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$12.31 \$9.85 \$22.16	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01525	CAROLINA ADVENTIST RETIREMENT SYSTE BILL: 201006-1500845	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$20.78 \$2.97 \$23.75	COUNTY CHANGED TO PASQUOTANK
2010-01526	CAROLINA ADVENTIST RETIREMENT SYSTE BILL: 201006-1500850	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$10.92 \$1.56 \$12.48	COUNTY CHANGED TO PASQUOTANK
2010-01527	CAROLINA ADVENTIST RETIREMENT SYSTE BILL: 201006-1500851	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$42.84 \$6.12 \$48.96	COUNTY CHANGED TO PASQUOTANK
2010-01528	CAROLINA ADVENTIST RETIREMENT SYSTE BILL: 201006-1500848	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$80.33 \$11.48 \$91.81	COUNTY CHANGED TO PASQUOTANK
2010-01529	CAROLINA ADVENTIST RETIREMTNT SYSTE BILL: 201006-1500846	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$10.39 \$1.49 \$11.88	COUNTY CHANGED TO PASQUOTANK
2010-01534	HAMILTON PATRICIA KAY BILL: 201007-1500627	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$54.50 \$43.60 \$15.57 \$10.00 \$113.67	COUNTY CHANGED TO ORANGE COUNTY
2010-01542	THORNES STEPHEN ROGER BILL: 201008-1391895	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$91.25 \$19.12 \$110.37	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2010-01543	STRUHAR JOHN MARTIN JR BILL: 201007-1499802	BUNCOMBE COUNTY BLACK MOUNTAIN CITY VEHICLE FE TOTAL TAXES	\$7.46 \$5.18 \$5.00 \$12.64	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01544	JORDAN MARK EDWARD BILL: 201008-1239072	BUNCOMBE COUNTY FAIRVIEW FIRE TOTAL TAXES	\$63.05 \$9.01 \$72.06	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01546	ASHEVILLE BUNCOMBE CHRISTIAN COMMUN BILL: 201006-1300876	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$17.62 \$14.10 \$5.04 \$10.00 \$36.76	VEHICLE EXEMPT
2010-01548	STEVENSON TRAVIS BROWN III BILL: 201008-1390373	BUNCOMBE COUNTY MONTREAT CITY EAST BUNCOMBE TOTAL TAXES	\$129.89 \$91.54 \$22.27 \$243.70	BILLED IN WRONG RATE CODE
2010-01558	KHAVRUNYAK DINA DIANE BILL: 201008-1393248	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$27.12 \$4.65 \$31.77	ADJUST VALUE SALVAGE VEHICLE
2010-01560	BRIGMON JASON RAY BILL: 201008-1504463	BUNCOMBE COUNTY BARNARDSVILLE TOTAL TAXES	\$21.13 \$6.04 \$27.17	ADJUST VALUE SALVAGED VEHICLE
2010-01566	ROMASHCHUK INNA VLADIMIROVNA BILL: 201008-1505129	BUNCOMBE COUNTY WEST BUNCOMBE TOTAL TAXES	\$22.31 \$3.83 \$26.14	ADJUST VALUE SALVAGED VEHICLE
2010-01567	LIPOVSKIY SERGEY PETROVICH BILL: 201006-1504568	BUNCOMBE COUNTY WOODFIN CITY WOODFIN FIRE TOTAL TAXES	\$23.47 \$11.85 \$4.47 \$39.79	ADJUST VALUE SALVAGE VEHICLE
2010-01568	KHAVRUNYAK RUVIM BILL: 201007-1499221	BUNCOMBE COUNTY WEAVERVILLE TOTAL TAXES	\$53.42 \$36.12 \$89.54	ADJUST VALUE SALVAGE VEHICLE
2010-01573	GOFORTH RICHARD ADAM BILL: 201006-1078680	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$28.97 \$4.14 \$33.11	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01574	LEE HILDA DULIN BILL: 201008-1163635	BUNCOMBE COUNTY ENKA FIRE TOTAL TAXES	\$46.52 \$6.65 \$53.17	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS

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RELEASE#	TAXPAYER	TAXING UNIT	TOTAL AMOUNT	REASON
2010-01575	BALL ROBBIE HUDSON BILL: 201008-1446522	BUNCOMBE COUNTY WOODFIN CITY WOODFIN FIRE TOTAL TAXES	\$28.35 \$14.31 \$5.40 \$48.06	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01576	ARGUETA ELMER ALFREDO NOLASCO BILL: 201007-1387319	BUNCOMBE COUNTY ASHEVILLE CITY CITY VEHICLE FE TOTAL TAXES	\$3.31 \$2.65 \$10.00 \$5.96	VEHICLE SOLD HAD TAG LESS THAN 30 DAYS
2010-01578	CHRISTOPHER GARY ALLEN BILL: 201008-1504175	BUNCOMBE COUNTY SKYLAND FIRE TOTAL TAXES	\$15.91 \$2.36 \$18.27	ADJUST VALUE PER DEALER APPRAISAL
2010-01579	JILL SAGARIN LIVING TRUST DATED 8/1 BILL: 201008-1393632	BUNCOMBE COUNTY ASHEVILLE CITY TOTAL TAXES	\$29.61 \$23.69 \$53.30	ADJUST VALUE VEHICLE HAS HIGH MILES
2010-01580	HELMIG SEAN CHRISTOPHER BILL: 201006-1493934	BUNCOMBE COUNTY FRENCH BROAD TOTAL TAXES	\$45.68 \$10.44 \$56.12	COUNTY CHANGED TO MCDOWELL
2010-01585	USB LEASING LT BILL: 201005-1482686	BUNCOMBE COUNTY ASHEVILLE CITY ASHEVILLE SCH. CITY VEHICLE FE TOTAL TAXES	\$9.15 \$7.32 \$2.62 \$.83 \$19.09	DMV ERROR
2010-01590	JACKSON TYR FITZGERALD BILL: 201008-1165823	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$30.45 \$6.38 \$36.83	MILITARY HOME OF RECORD FLORIDA
2010-01591	OTTERNESS PHILIP LARS BILL: 201008-1392653	BUNCOMBE COUNTY RICEVILLE FIRE TOTAL TAXES	\$6.27 \$1.31 \$7.58	ADJUST VALUE HIGH MILES
TOTAL			\$96,429.73	

TOTAL COUNTY: \$5,984.06
 TOTAL CITIES: \$1,566.83
 TOTAL CITY FEES: \$265.00
 TOTAL SCHOOLS: \$241.58
 TOTAL FIRE DIST: \$756.27
 TOTAL TAXES: \$8,813.74

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Release Totals

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YEAR	COUNTY	ALL CITIES	SCHOOLS	FIRE DISTS	TOTAL AMOUNT
2006 (REG)	\$719.21			\$150.47	\$869.68
2007 (REG)	\$2,677.35			\$524.74	\$3,202.09
2008 (REG)	\$712.43			\$158.87	\$871.30
2009 (REG)	\$586.43			\$122.87	\$709.30
2010 (REG)	\$51,583.57	\$20,089.54	\$1,068.21	\$5,164.12	\$77,905.44
2005 (RMV)	\$32.39			\$4.94	\$37.33
2008 (RMV)	\$1,768.46			\$336.85	\$2,105.31
2009 (RMV)	\$1,986.86	\$99.62	\$10.73	\$348.33	\$2,445.54
2010 (RMV)	\$5,984.06	\$1,831.83	\$241.58	\$756.27	\$8,813.74
TOTL \$ AMOUNT	\$66,050.76	\$22,020.99	\$1,320.52	\$7,567.46	\$96,959.73

TO BE APPROVED BY THE BUNCOMBE
COUNTY BOARD OF COMMISSIONERS.

RESOLUTION # 10-12-11

**RESOLUTION APPROVING PYROTECHNICS EXPERTS FOR CONDUCTING
FIREWORKS DISPLAYS**

WHEREAS, pursuant to North Carolina General Statutes Section 14-410 and 14-413 the Board of Commissioners is authorized to review and approve the qualifications of persons applying for approval as pyrotechnics experts for the purpose of conducting fireworks displays; and

WHEREAS, application has been made by the Biltmore Estate for firework display to be held on the Estate; and

WHEREAS, this Board is of the opinion that the applications received to conduct firework or pyrotechnic displays should be approved.

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

1. That the following be granted permission to conduct fireworks displays at the location and on the dates shown, to-wit:

<u>NAME</u>	<u>LOCATION</u>	<u>DATE</u>
Pyrotechnico	Biltmore Estate	December 31, 2010

2. The Fire Marshal has reviewed this request and finds that those listed above are qualified pyrotechnic expert.
3. That pursuant to N.C.G.S. 14-410 and 14-413 the Board finds as a fact that the above named individual/company is a qualified pyrotechnic expert for the purpose of conducting fireworks displays.

ADOPTED this the 7th day of December, 2010.

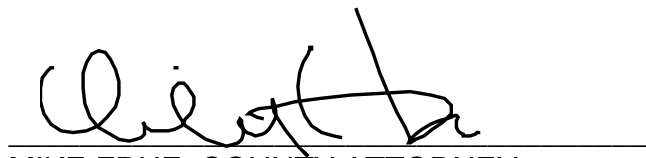
ATTEST

**BOARD OF COMMISSIONERS
FOR THE COUNTY OF BUNCOMBE**


KATHY HUGHES, CLERK


DAVID GANTT, CHAIRMAN

APPROVED AS TO FORM:


MIKE FRUE, COUNTY ATTORNEY

Inn on
BILTMORE ESTATE®

December 6, 2010

Buncombe County Commissioners
c/o Kathy Hughes
60 Court Plaza, Room 206
Asheville, NC 28801

Dear Commissioners:

The Inn on Biltmore Estate will be having a New Year's Eve celebration on the night of December 31, 2010. The attendance is expected to be approximately 400 guests. The inn would like to have a fireworks display from 11:50pm – 12:00am.

I have contacted Pyrotechnico out of New Castle, PA who has provided firework displays for The Biltmore Company in the past. They have agreed to provide the display for this event as well. Enclosed is a copy of the insurance certificate for the event. You will see that The Biltmore Company is named as the additional insured. The fireworks will be launched from the southwest side of Inn on Biltmore Estate as they have been in the past.

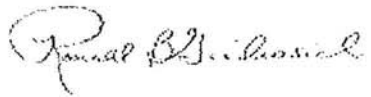
I ask your approval of these plans as described. Thank you for your time and attention to this matter.

Sincerely,



Rachel Hudson
Marketing Coordinator
Inn on Biltmore Estate

Enclosure

ACORD™	CERTIFICATE OF INSURANCE	ISSUE DATE 09/22/2010			
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 PHONE: 800-476-2211	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
INSURED S. Vitale Pyrotechnic Industries, Inc. dba Pyrotecnico P.O. Box 149 New Castle, PA 16103	COMPANIES AFFORDING COVERAGE				
	Company A	United States Fire Insurance			
	Company B	James River Insurance Company			
	Company C	Westchester Surplus Lines Ins			
	Company D				
Company E					
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.					
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input checked="" type="checkbox"/> Per Project Cap \$2,000,000 Gen Agg <input type="checkbox"/> General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	000292602	01/14/2010 01/14/2011	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 100,000
				MEDICAL EXPENSE	\$ EXCLUDED
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 5,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input type="checkbox"/> Hired Automobiles <input type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	1337289354	01/14/2010 01/14/2011	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	\$1000 deductible
				COLLISION	\$1000 deductible
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit	Other
				EL EACH ACCIDENT	\$
				EL DISEASE (Each employee)	\$
				EL DISEASE (Policy Limit)	\$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	000296262	01/14/2010 01/14/2011	EACH OCCURRENCE	\$ 4,000,000
				AGGREGATE	\$ 4,000,000
C	EXCESS UMBRELLA COVERAGE	G22054752003	01/14/2010 01/14/2011	Excess of Underlying \$4, Million	\$ 5,000,000
					\$
					\$
					\$
					\$
Fireworks Display Date: December 31, 2010 Location: Inn on Biltmore Estate, Asheville, NC The Biltmore Company The above listed are Additional Insured respects to General Liability policy as required by written contract subject to policy terms, conditions and exclusions. The Certificate Holder is named as Additional Insured with respect to General Liability as required by written contract subject to policy terms, conditions, and exclusions.					
CERTIFICATE HOLDER Inn on Biltmore Estate One North Pack Square Asheville, NC 28803			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Authorized Representative 		
			Page 1 of 1 Certificate ID # VYWNL4D2		

The minutes of December 7, 2010 are complete.

Kathy Hughes