

MINUTES

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**BOARD OF COMMISSIONERS
WEDNESDAY, NOVEMBER 20, 2013**

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

Those present were: Chairman Charlie Messer, Vice-Chairman Tommy Thompson, Commissioner Grady Hawkins, Commissioner Mike Edney, Commissioner Larry Young, County Manager Steve Wyatt, Interim Assistant County Manager David Whitson, Attorney Russ Burrell and Clerk to the Board Teresa Wilson.

Also present were: Finance Director J. Carey McLelland, Interim Planning Director Autumn Radcliff, Engineer Marcus Jones, Budget Manager Amy Brantley, Delinquent Tax Collector Lee King, Deputy County Attorney Sarah Zambon, Major Frank Stout, DSS Director Eric Bush, Director of Business and County Development John Mitchell, Fire Marshal Rocky Hyder, Environmental Programs Coordinator Megan Piner, Deputy Gary Cox, Sergeant Michael Marsteller, Animal Services Director Brad Rayfield, Code Enforcement Director Toby Linville, Central Services Manager David Berry, HR Director Jan Prichard, Sheriff Charles McDonald, DSS Social Work Program Administrator Jerrie McFalls, Social Worker Julie Sprouse, PIO Christina Hallingse, videotaping, and deputy Jeff Banks as security.

CALL TO ORDER/WELCOME

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

PLEDGE OF ALLEGIANCE

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

INFORMAL PUBLIC COMMENTS

1. Michelle Eliashevsky voiced her support of connected greenways and safer bicycling routes in Henderson County. She would like to see the Ecusta Trail project move forward and asked the Board to consider how unsafe its roads are for bicycles and children, and work to improve its infrastructure to include safe alternative corridors of travel.

DISCUSSION/ADJUSTMENT OF AGENDA

Commissioner Thompson made the motion to adopt the agenda with the addition of two discussion items, Rotation of Chair and Agenda meetings. All voted in favor and the motion carried.

CONSENT AGENDA

Commissioner Thompson made the motion to adopt the Consent Agenda as presented. All voted in favor and the motion carried.

CONSENT AGENDA consisted of the following:

Minutes

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

November 4, 2013 – regularly scheduled meeting

Tax Collector's Report

Collections Specialist Luke Small had presented the Tax Collector's Report to the Commissioners dated November 8, 2013 for information only. No action was required.

DATE APPROVED: December 2, 2013

Pending Releases & Refunds

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

The following release and refund requests were submitted for approval by the Henderson County Board of Commissioners.

TYPE	REVENUE AMOUNT
Releases	\$2,626.97
Refunds	\$1,442.56

Motion:

I move the Board approves the release & refund report as presented.

Revisions to Animal Ordinance and Animal Services Advisory Committee (ASAC) bylaws

The Animal Services Advisory Committee (ASAC) has reviewed their bylaws and the Henderson County Animal ordinance. At their October meeting they recommended the following changes to this Board:

- Clarifying the definition and regulations surrounding nuisance or at large animals;
- Removal of Dangerous Dog notification procedures since they are required by state statute.
- Deletion of provision regarding setting traps at the request of the Sheriff's Department;
- Changes to aggressive dog provisions including allowing dogs in public areas if muzzled and preventing aggressive animals from being adopted out;
- Restructure of Spay-Neuter Assistance Program; and
- Change Companion Animal Permit Program to a Companion Animal Registry.

The changes ASAC recommended at their July meeting involve required attendance for members.

Motion:

I move that the Board approve the revisions to the Henderson County Animal Ordinance and the Animal Services Advisory Committee bylaws as recommended.

2014 Proposed Schedule of Regular Meeting Dates

The proposed 2014 Schedule of Regular Meeting Dates for Henderson County Board of Commissioners follows:

**HENDERSON COUNTY BOARD OF COMMISSIONERS
CANE CREEK WATER & SEWER DISTRICT
2014**

Proposed Schedule of Regular Meeting Dates

	Monday, January 6, 2014	5:30 p.m.
(Budget Retreat)	Wednesday, January 15, 2014	9:00 a.m.
	Monday, February 3, 2014	5:30 p.m.
	Wednesday, February 19, 2014	9:00 a.m.
	Monday, March 3, 2014	5:30 p.m.
	Wednesday, March 19, 2014	9:00 a.m.
	Monday, April 7, 2014	5:30 p.m.
	Wednesday, April 16, 2014	9:00 a.m.
	Monday, May 5, 2014	5:30 p.m.
	Wednesday, May 21, 2014	9:00 a.m.
	Monday, June 2, 2014	5:30 p.m.
	Wednesday, June 18, 2014	9:00 a.m.

NO FIRST MONDAY MEETING IN JULY

Wednesday, July 16, 2014	9:00 a.m.
Monday, August 4, 2014	5:30 p.m.
Wednesday, August 20, 2014	9:00 a.m.
Tuesday , September 2, 2014	5:30 p.m.
Wednesday, September 17, 2014	9:00 a.m.
Monday, October 6, 2014	5:30 p.m.
Wednesday, October 15, 2014	9:00 a.m.
Monday, November 3, 2014	5:30 p.m.
Wednesday, November 19, 2014	9:00 a.m.
Monday, December 1, 2014	5:30 p.m.

NO THIRD WEDNESDAY MEETING IN DECEMBER

The only change necessary this year was the first meeting in September (meeting on a Tuesday) due to the Labor Day holiday on the first Monday of the month.

Motion:

I move that the Board approves the 2014 Proposed Schedule of Regular Meeting Dates as presented.

Quarterly Construction Project Update

David Berry had provided the Board of Commissioners with updates on Construction projects around Henderson County. This quarterly report is a review of the scope and statuses of assigned construction management responsibilities and includes specific updates in regard to County funded construction activities. This report is a continuation of County construction activity statuses.

Resolution Declaring Personal Property as Surplus and Authorizing the Disposition of personal Property by Private Sale to a Local Governmental Unit

Henderson County received a request from the Town of Black Mountain in North Carolina to purchase nine (9) Golden Eagle radar units that are no longer in use by the Henderson County Sheriff's Department. The Sheriff's Public Information Officer, Major Frank Stout, negotiated a price of \$500 per radar unit for a total of \$4,500 for the nine (9) radar units with the Chief of Police at the Black Mountain Police Department.

A resolution was provided for the Board's consideration and approval declaring the radar units as surplus and authorizing the private sale to another local governmental unit as allowed under N.C.G.S. 160A-274.

List of Radar Units:

Radar	Serial	Asset#
Golden Eagle	XE19225	14473
Golden Eagle	XE19003	14522
Golden Eagle	XE18387	14240
Golden Eagle	XE20659	14635
Golden Eagle	XE23938	15584
Golden Eagle	XE21708	14978
Golden Eagle	XE21692	14972
Golden Eagle	XE23929	15582
Golden Eagle	XE21689	14971

Motion:

I move that the Board approves the resolution declaring the list of Radar Units presented as surplus and authorizes the private sale to another local governmental unit as allowed under N.C.G.S. 160A-274.

Notification of Vacancies

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

1. Child Protection and Fatality Prevention Team – 1 vac.
2. Henderson County Historic Courthouse Corporation dba/Heritage Museum – 2 vac.
3. Henderson County Zoning Board of Adjustment – 3 vac.
4. Laurel Park Zoning Board of Adjustment – 1 vac.

Nominations

1. Juvenile Crime Prevention council – 5 vac.

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

2. Mountain Valleys Resource Conservation and Development Program – 1 vac.

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

3. Senior Volunteer Services Advisory Council – 3 vac.

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

4. Smartstart – 1 vac.

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

5. WCCA Board of Directors (Western Carolina Community Action) 1 vac.

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

Commissioner Thompson made the motion to move forward with discussion items. All voted in favor and the motion carried.

WINGATE UNIVERSITY UPDATE

Dr. Jerry McGee, President of Wingate University, presented information to the Board related to the status of Wingate University programming, and the potential for the University to grow in Henderson County. He noted that twelve years ago Wingate explored healthcare education and spent an additional two years studying the needs for the Piedmont and Western North Carolina region. Wingate has been offering classes in Henderson County for 2.5 years and thanked everyone who helped provide them with the opportunity. In 2011 they had 18 students in pharmacy school and 12 in the MBA program. As of 2013, they have 52 in the pharmacy program, 18 in the MBA program, and 10 in the Physician's Assistant program. By 2015, they foresee 72 students in the pharmacy program, 25 in the MBA program, and 30 in the Physician's Assistant program. Wingate currently employs 17 full-time employees and 10 part-time employees.

Dr. McGee and Dr. Molly Parkhill are discussing the possibility of Wingate University and Blue Ridge Community College collaborating and offering other degrees. Wingate has outgrown their current facility and cannot meet their long term needs. They can make their current facility work for approximately two (2) more years. Wingate University desires another location in Henderson County with approximately 25,000 – 30,000 sq. ft., and property near BRCC would be beneficial.

Commissioner Young made the motion that the Board directs staff to look at perimeters and formulate a plan to assist Wingate in locating a facility. All voted in favor and the motion carried.

RESCUE SQUAD CAPITAL NEEDS

Chief Jimmy Brissie, with the Henderson County Rescue Squad, discussed the Squad's upcoming capital needs with the Board.

Strategic Plan Accomplishments During 2013

- Increased base pay for part time employees from \$8 per hour to \$10 per hour
- Ambulance transport reimbursements have increased 82% over the previous fiscal YTD
- Overall call volume for Q1-Q3 has increased 20% over the same period in 2012
- Replacement of a 1989 4WD Ambulance by the Board of Commissioners

Additional needs since May 2013

- Following a needs assessment and feasibility study the Board of Directors supported improving our patient care level to EMT-I in order to provide non-emergency transportation services.
- The Board and Officers of the Rescue Squad continue to meet regularly with emergency service stakeholders in the county and will continue to prepare to meet the changing needs of the community.
- Approval by NCOEMS for expansion to the EMT-Intermediate level
- Award of a FEMA Grant for Interoperable Voice Communications (\$33,000)
- Our annual capital drive fundraiser currently is underway along with two equipment grant applications pending.
- Replacement of a 1988 4WD Ambulance and 1986 Rescue Truck as well as additional ambulances for non-emergency transport services.

Short Term Needs

- Medications, Equipment and Supplies for non-emergency transportation services HCRS officers are meeting with an industry partner this month to help secure the necessary supplies and equipment.
- Expansion of staffing to meet increasing service demands. Evaluation of associated cash flow considerations based on increased services.
- Working with Emergency Service partners we have identified the need for bariatric transport capabilities to be included in the next FY budget.

Facility Assessment

- The Rescue Squad is currently housed in the County complex on Williams Street (~14,000 sq. ft.)
- The current facilities do not provide sufficient space for meetings or training.
- Equipment storage does not meet our present needs. Currently there are three vehicles and 4 trailers parked outside, impacting the operational readiness and lifespan of these vehicles.
- One office space is available for administration, billing, emergency and non-emergency transport operations.
- No space to support overnight operations when weather or call volume requires 24 hr. staffing.
- Restroom facilities are inadequate for current needs.

Facility Needs

- Short Term:
 - Temporary facility with office space, crew quarters, storage space.
- The Rescue Squad currently needs 25,000 sq. ft. for equipment and operations.
- Future space considerations should include training, administration, maintenance, staffing, and additional equipment storage.

Overall Benefits of Growth

- Expansion to the EMT-I level and transport staffing will enable the Rescue Squad to continue to meet the needs of a changing and growing community.
- A short term facility solution will enable the Rescue Squad to meet our immediate needs and ensure our equipment will be serviceable for years to come.
- A long term facility solution will enable the County to utilize the entire Williams Street complex for Central Services & Fleet Maintenance, while ensuring HCRS is prepared for years to come.

Commissioner Edney made the motion that the Board directs staff to work with Rocky Hyder and EMS to look at possibilities for moving forward with a new facility. All voted in favor and the motion carried.

RESOLUTION – ADOPTION MONTH

The Department of Social Services requested the Board of Commissioners adopt a Resolution, designating November as Adoption Month in Henderson County. In addition, Henderson County adoption program information and success stories were presented.

DSS Director Eric Bush noted that Foster Homes are meant to be temporary. However, sometimes the parental rights must be taken away and children are put up for adoption.

Social Worker Julie Sprouse provided information regarding foster care and the adoption process.

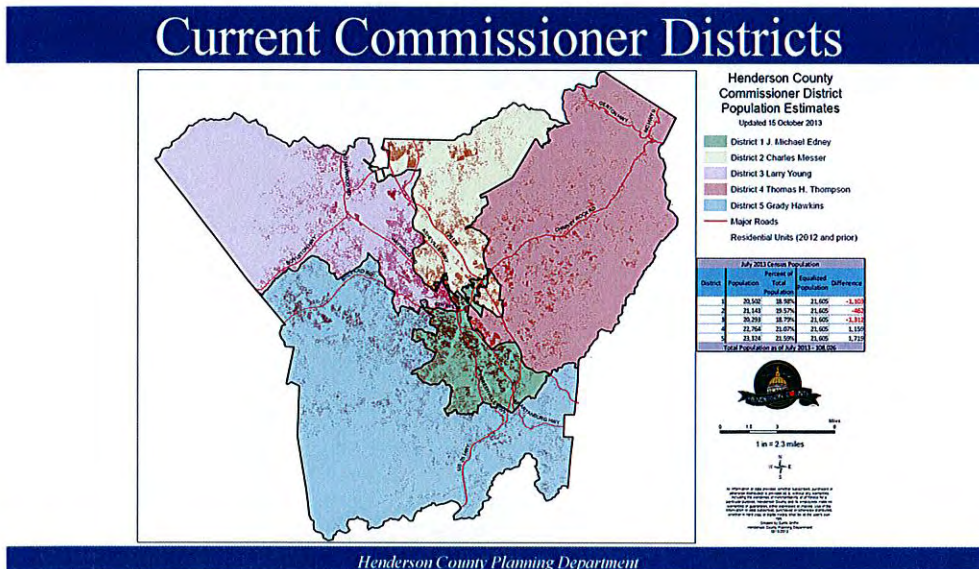
Mr. James Johnson, an adoptive parent, shared his story of foster parenting and the adoption of four (4) children.

Commissioner Thompson made the motion that the Board adopts the Resolution, designating November as Adoption Month in Henderson County. All voted in favor and the motion carried.

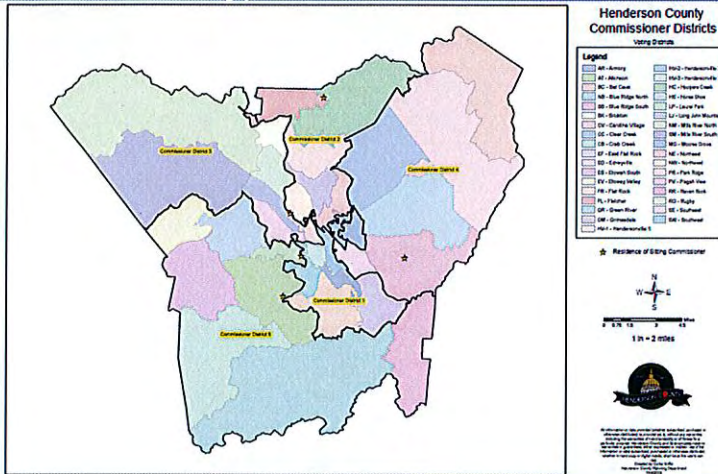
REDISTRICTING OF COMMISSIONER ELECTION CANDIDATE RESIDENCY DISTRICTS

John Mitchell stated at the request of the Board of Commissioners, the Planning Department developed the redistricting data and maps. Two scenarios are presented that would accommodate the perimeters set by the Board to address possible redistricting of the Commissioner Districts.

Commissioner Edney is concerned, and wants to make sure his opponent is still in District 1 with redistricting.



Voting District Precincts

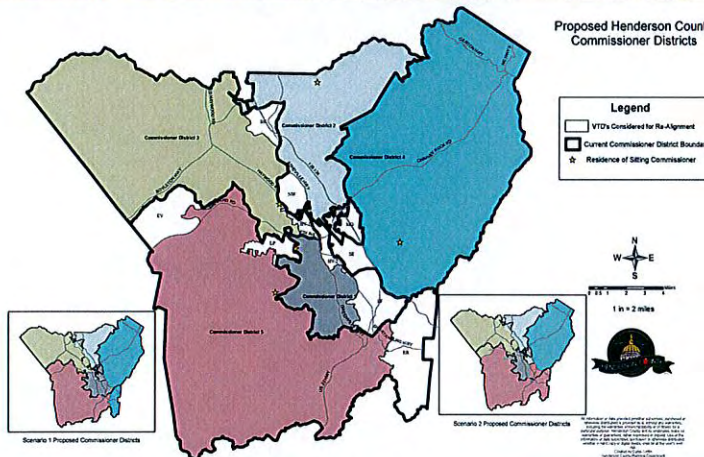


Henderson County Planning Department

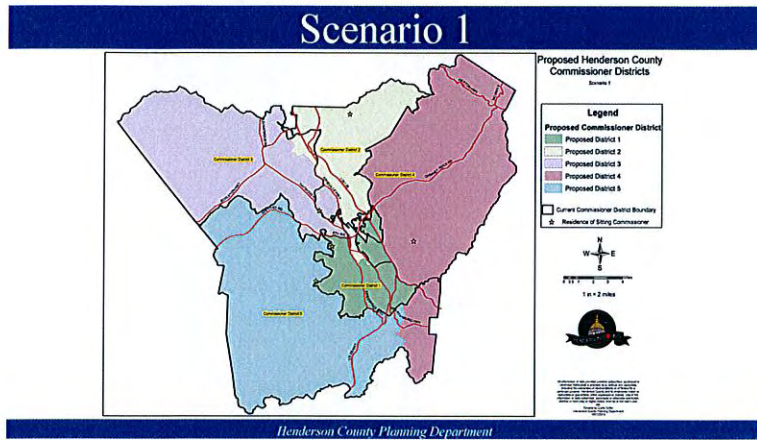
Current Districts

District	1 Edney	2 Messer	3 Young	4 Thompson	5 Hawkins
Total Population	20,502	21,143	20,293	22,7614	23,324
Deviation	-5.11%	-2.14%	-6.07%	5.36%	7.95%

Proposed Commissioner Districts

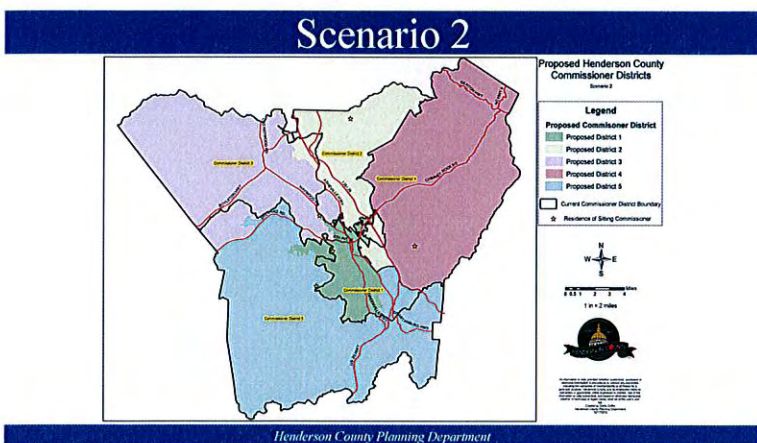


Henderson County Planning Department



Scenario 1

District	1 Edney	2 Messer	3 Young	4 Thompson	5 Hawkins
Total Population	21,295	21,118	21,687	22,190	21,735
Deviation	-1.43%	-2.25%	0.38%	2.71%	0.60%



Scenario 2

District	1 Edney	2 Messer	3 Young	4 Thompson	5 Hawkins
Total Population	22,111	21,912	22,045	20,602	21,356
Deviation	2.34%	1.42%	2.04%	-4.64%	-1.15%

Commissioner Hawkins made the motion that the Board adopts Scenario 1 as the commissioner election candidate residency districts plan, effective today. All voted in favor and the motion carried.

ROTATION OF CHAIR – add on

A brief discussion was held in regard to appointment of Chair for the Board of Commissioners.

AGENDA MEETINGS – add on

A brief discussion was held in regard to agenda meetings, and it was the consensus of the Board to continue with their current practice.

CONSTRUCTION CONTRACT – ARTIFICIAL TURF FIELD – HENDERSON COUNTY ATHLETIC AND ACTIVITY CENTER

Marcus Jones stated as directed by the Board as a phase of the Henderson County Athletic and Activity Center (HCAAC), Engineering Department staff, working with the Recreation Department and Tom Jones of William G. Lapsley & Associates (WGLA), released a RFP to install an artificial turf field. Bids were opened on October 24, 2013 with the results and recommendation detailed on a letter from WGLA. The low bid for the referenced construction contract was provided for Board approval. The proposed contract is for \$321,200.00 with Medallion Athletic Products.

Secondly, a letter from Medallion Athletic Products was requested by staff to add several items to the Contract. These items are as follows:

Field Lighting	(\$89,530.00)
Turf Upgrade	(\$13,500.00)
Perimeter Netting	(\$26,560.00)

As listed in Medallion’s letter, two quotes for lighting were generated with Torrence Sports Lighting being the low quote: \$25,090 less. Therefore, Torrence is the recommended subcontractor for lighting. Staff, WGLA, and Medallion are in the process of determining if a larger field is possible and in turn propose an additional change to the contract. Initial reviews are not favorable that a larger field is possible without a disproportional expense. However, we will be able to confirm after Medallion’s mobilization on site. The field size in the bid is 175’ x 310’. References have been checked to satisfaction for both Medallion and Torrence.

Finally, a “Civic Lease” agreement from Norfolk Southern Railroad to obtain access to the portion of the existing field owned by the railroad has been provided. This is a special agreement NSRR offers to governments. It is for \$300 per year on a month to month basis. Longer term leases are substantially more expensive. While there is a risk that NSRR may need the area in the future, it is minimal; not only would the single, existing tract need to be put back in services but an additional line added to impact the field. An aerial photo of the leased area was included with the proposed lease.

The allocated budget for the field and lighting portion of the HCAAC project is \$635,000 and is currently allocated in the FY13 budget. Staff recommends establishing the following allocation of the \$635,000:

Medallion Turf Contract	\$321,200
Medallion Change Order for Lighting	\$ 89,530
Medallion Change Order for Turf Upgrade	\$ 13,500
Medallion Change Oder for Netting	\$ 26,560
Project Contingency (10%)	\$ 63,350
Available Funding for Larger Field	\$120,710
Total Project Budget	\$635,000.00

Commissioner Edney made the motion that the Board of Commissioners awards the construction contract and three change orders for the HCAAC Artificial Turf Field with the low bidder Medallion Athletic Products for \$450,790, approves the proposed lease with Norfolk Southern Railroad, approves the proposed project budget excluding the \$120,710 funding for a larger field, and authorizes the County Engineer to execute the required documents. All voted in favor and the motion carried.

RE-ENACTMENT OF HENDERSON COUNTY CODE

Russ Burrell stated county staff has created an online version of the Henderson County Code. This is in keeping with the recommendation of your Regulation Review Advisory Committee. The current code can be viewed internally (that is, while on the Henderson County computer networks) only, at the address

previously communicated to you. However, upon final adoption by the Board, it is anticipated that the Code will be found and publicly available at the web address <http://www.hendersoncountync.org/codes/>.

County staff has been in the process of testing the internal version over the past few months.

The adoption of a new online Code is recommended to be a two part process. First, today staff recommends adoption of the existing Code with no changes other than a new numbering scheme. The previous numbering scheme was largely adopted by the company which formerly provided web hosting services for the Code. The new scheme is more realistic in terms of numbers of Chapters, and will be even more so upon the second part of the adoption process, anticipated to occur on December 2, 2013.

The second part of the process will be the relocation of certain chapters currently in the "Code" which are not truly ordinances (the violation of which result in civil or criminal penalties). These will be recommended to be moved to appendices of the Code, where they will be available for public inspection, but in a way that makes more sense for a Code of Ordinances. Examples include certain regional agreements (Apple County Greenways; Asheville Regional Housing; Town of Fletcher Building Code Administration; Regional Water Supply; cable television franchises, and more). Also recommended will be deletion of other sections of the current Code which are either outdated (that is, dealt with in other places, either in the Code or in State law) or no longer serve a purpose (an ordinance on "Departments" that no longer exist).

In compliance with N.C. Gen. Stat. §153A-48, a paper "Ordinance Book" will be maintained, although not printed by outside printers.

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Russ Burrell noted the adoption of Code of Ordinances will be on the December 2, 2013 agenda with slight changes.

Commissioner Hawkins made the motion that the Board adopts the proposed code of ordinances. All voted in favor and the motion carried.

COUNTY MANAGER'S REPORT

Steve Wyatt informed the Board of the upcoming Memorial Ceremony to be held on Friday, November 22nd at 1:30 p.m. in honor of the 50th Anniversary of the death of President John F. Kennedy. The event will be held in front of the Historic Courthouse.

Steve Wyatt noted that the Tourism Development Authority is considering a multi-year lease of the TDA facility and a nominal contribution by TDA to offset funding of the Heritage Museum.

David Whitson stated the Tourism Development Authority met yesterday and considered the lease of their facility. It was approved and the Chair of the TDA is drafting a rental agreement at fair market value to present to the County. The Board of Commissioners will negotiate the interlocal agreement to include the rental agreement and each provision of the contract would be subject to approval by the Board. Staff will bring it back before the Board as soon as possible.

IMPORTANT DATES

County Manager Steve Wyatt informed the Board of the upcoming Employee Christmas Luncheon to be held on December 4th from 11:00 a.m. until 2:00 p.m.

Commissioner Young reminded everyone of the upcoming retirement party for Tom Bridges on November 22nd from 3-5 p.m.

CLOSED SESSION

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

1. Pursuant to N.C. Gen. Stat. §143-318.11(a)(3), To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.
2. Pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in Henderson County, including agreement on a tentative list of economic development incentives that may be offered by the Board in negotiations.

Commissioner Edney made the motion that the Board go into closed session pursuant to N.C. Gen. Stat. §143-318.11(a)(3)&(4) for the reasons set out in the Request for Board Action in the Board's agenda packet. All voted in favor and the motion carried.

ADJOURN

Commissioner Hawkins made the motion to go out of closed session and adjourn at 12:20 p.m. All voted in favor and the motion carried.

Attest:

Teresa L. Wilson, Clerk to the Board

Charles D. Messer, Chairman

Office of the Henderson County Tax Collector

200 NORTH GROVE STREET, SUITE 66

HENDERSONVILLE, NC 28792

PH: (828) 697-5595 | FAX: (828) 698-6153

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

Friday, 8 November 2013

Re: Tax Collector's Report to Commissioners - Meeting date 20 November 2013

Please find outlined below collections information through 7 November 2013 for the 2013 real and personal property bills mailed out on 08 August 2013, as well as registered motor vehicles billed and collected by our office. As a point of reference, we also have included collections information as of the same date last year.

Annual Bills G01 Only:

2013 Beginning Charge:	\$58,575,889.42	2012 Beginning Charge:	\$57,947,102.96
Discoveries & Imm. Irreg.:	\$253,388.51	Discoveries & Imm. Irreg.:	\$142,141.70
Releases & Refunds:	(\$211,185.41)	Releases & Refunds:	(\$39,712.05)
Net Charge:	\$58,618,092.52	Net Charge:	\$58,049,532.61
Unpaid Taxes:	\$39,019,977.23	Unpaid Taxes:	\$38,806,651.50
Amount Collected:	\$19,598,115.29	Amount Collected:	\$19,242,881.11
Percentage Collected:	33.43%	Percentage Collected:	33.15%
Through: 7-Nov-2013		Through: 7-Nov-2012	

Motor Vehicle Bills G01 Only:

2013 Beginning Charge:	\$2,526,809.45	2012 Beginning Charge:	\$2,392,183.73
Discoveries & Imm. Irreg.:	\$1,634.52	Discoveries & Imm. Irreg.:	\$1,938.98
Releases & Refunds:	(\$43,217.97)	Releases & Refunds:	(\$41,564.06)
Net Charge:	\$2,485,226.00	Net Charge:	\$2,352,558.65
Unpaid Taxes:	\$968,315.08	Unpaid Taxes:	\$895,557.35
Amount Collected:	\$1,516,910.92	Amount Collected:	\$1,457,001.30
Percentage Collected:	61.04%	Percentage Collected:	61.93%
Through: 7-Nov-2013		Through: 7-Nov-2012	

Fire Districts All Bills:

2013 Beginning Charge:	\$6,856,188.21	2012 Beginning Charge:	\$6,686,729.88
Discoveries & Imm. Irreg.:	\$40,130.43	Discoveries & Imm. Irreg.:	\$16,989.46
Releases & Refunds:	(\$32,050.92)	Releases & Refunds:	(\$10,945.27)
Net Charge:	\$6,864,267.72	Net Charge:	\$6,692,774.07
Unpaid Taxes:	\$4,427,753.24	Unpaid Taxes:	\$4,340,242.28
Amount Collected:	\$2,436,514.48	Amount Collected:	\$2,352,531.79
Percentage Collected:	35.50%	Percentage Collected:	35.15%
Through: 7-Nov-2013		Through: 7-Nov-2012	

Respectfully submitted,

Luke Small
Collections Specialist

Stan C. Duncan
Tax Collector

**RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS
AND AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY
BY PRIVATE SALE TO A LOCAL GOVERNMENT UNIT**

WHEREAS, Henderson County owns the Radar Units itemized on the attached Exhibit B, hereinafter referred to as "surplus property", that is either obsolete or no longer needed for any governmental use by the County; and

WHEREAS, the Henderson County Board of Commissioners is desirous of declaring the Radar Units as surplus and selling via private sale to another local governmental unit as authorized by NCGS 160A-274; and

WHEREAS, it is the intent of the County to sell said surplus Radar Units

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

1. The Radar Units itemized on the attached Exhibit B is hereby declared to be surplus property.
2. The Purchasing Agent is hereby authorized to dispose by private sale to another local governmental unit, the surplus property described above in the amount of \$4,500.00.
3. All surplus property will be sold "as is", all sales final. Henderson County makes no express or implied warranties of merchantability of any surplus property, or part thereof, or its fitness for any particular purpose regardless of any oral statements that may be made concerning the surplus property or any part thereof.

THIS the 20th day of November, 2013.

HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: Charles Messer
Charles Messer, Chairman

ATTEST:
Teresa L. Wilson
Teresa L. Wilson, Clerk to the Board

[OFFICIAL SEAL]

Exhibit B

List of Radar Units:

<u>Radar</u>	<u>Serial</u>	<u>Asset#</u>
Golden Eagle	XE19225	14473
Golden Eagle	XE19003	14522
Golden Eagle	XE18387	14240
Golden Eagle	XE20659	14635
Golden Eagle	XE23938	15584
Golden Eagle	XE21708	14978
Golden Eagle	XE21692	14972
Golden Eagle	XE23929	15582
Golden Eagle	XE21689	14971

HENDERSON COUNTY BOARD OF COMMISSIONERS

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

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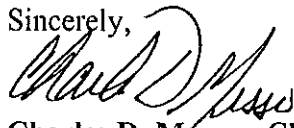
November 20, 2013

Mr. Stan Duncan, Tax Assessor
HENDERSON COUNTY ASSESSOR'S OFFICE
200 N. Grove Street, Suite 102
Hendersonville, N. C. 28792

Dear Mr. Duncan:

Attached please find tax release requests in the amount of \$2,626.97, and tax refund requests in the amount of \$1,442.56 reviewed at the Henderson County Board of Commissioners' Meeting on Wednesday, November 20, 2013. All refunds and releases were approved.

Sincerely,



Charles D. Messer, Chairman
Henderson County
Board of Commissioners

CDM/tlw

enclosures

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: November 20, 2013
SUBJECT: Pending Releases & Refunds
PRESENTER: Assessor
ATTACHMENTS: Pending Release/Refund Combined Report

SUMMARY OF REQUEST:

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

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

Type	Revenue Amount:
Refunds	\$ 1,442.56
Releases	\$ 2,626.97

Faithfully Submitted,

Stan C. Duncan
by: *Sandy Allison*
Stan C. Duncan

County Assessor

BOARD ACTION REQUEST: Consent Approval Requested

Suggested Motion: "I move the Board approve the Combined Release/Refund Report as presented."

NCPTS Pending Release/Refund Report. Friday, November 08, 2013*

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
BALDYGA, JOHN P	0000270165-2012-2012-0000	RELEASING BILLS 2011 AND 2012 ON PERSONAL PROPERTY MANUFACTURED HOME TO CORRECT OWNERSHIP. CORRECT OWNER IS EUGENE ROBERT COOK, AND MR. COOK WILL BE SENT A BILL FOR 2011 AND 2012.	(\$15,600)	1749	COUNTY	TAX	\$80.12	\$80.12	\$80.12	\$80.12
						LATE LIST FEE	\$8.01	\$8.01	\$8.01	\$8.01
						TOTAL:	\$88.13	\$88.13	\$88.13	\$88.13
					BLUE RIDGE FIRE	TAX	\$14.82	\$14.82	\$14.82	\$14.82
						LATE LIST FEE	\$1.48	\$1.48	\$1.48	\$1.48
						TOTAL:	\$16.30	\$16.30	\$16.30	\$16.30
						ABSTRACT TOTAL:	\$104.43	\$104.43	\$104.43	\$104.43
BRYANT, NANCY M	0002852621-2013-2013-0000	MEET WITH THE LANDOWNER DURING THE MEASURE AND LIST PROCESS. WHILE ON SITE I NOTED A MAJOR 3 PHASE POWERLINE THAT RAN THROUGH THE YARD AREA OF THIS PROPERTY. I ADVISED THE LANDOWNER THAT I WOULD APPLY A POWER LINE CONDITION TO HER PROPERTY FOR 2014. A FEW WEEKS AFTER GETTING HER BILL SHE CAME INTO OFFICE AND WANTED TO KNOW WHY ADJUSTMENT WAS NOT APPLIED TO HER 2013 BILL, AFTER A DETAILED CONVERSATION, SHE REQUESTED A REQUEST FOR RELEASE/REFUND FORM AND REQUESTED REFUND FOR YEARS 2000 THRU 2013. AFTER REVIEWING SITUATION WITH SUPERVISOR MADE ADJUSTMENT FOR 2013 ONLY. CHANGE MADE PURSUANT TO N.C.G.S. 105-325(A)(6)	(\$13,400)	1684	COUNTY	TAX	\$1,481.22	\$1,481.22	\$68.82	\$68.82
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:	\$68.82	\$68.82	\$68.82	\$68.82
						ABSTRACT TOTAL:	\$68.82	\$68.82	\$68.82	\$68.82
CANNON, JAMES RODNEY SR	0003057664-2013-2013-0000	OWNER PHONED, STATES SOLD 1984 PROCRAFT IN 2009. LISTED IN ERROR FROM THE NC WILDLIFE REGISTRATION LIST, REGISTRATION NOT CANCELLED BY OWNER AT THE TIME OF SALE. 2010 HENDERSON COUNTY LISTING FORM ON FILE INDICATING BOAT SOLD. 1984 PROCRAFT, VALUED AT \$900 IN 2013, RELEASED.	(\$900)	1671	COUNTY	TAX	\$13.66	\$8.57	\$4.62	\$0.00
						LATE LIST FEE	\$1.37	\$1.37	\$0.46	\$0.46
						TOTAL:	\$2.26	\$1.42	\$5.08	\$0.46
					REAVEN ROCK/SALUDA FIRE	TAX	\$2.26	\$1.42	\$0.77	\$0.00
						LATE LIST FEE	\$0.23	\$0.23	\$0.08	\$0.08

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
CANNON, JAMES RODNEY SR	0003057664-2013-2013-0000	OWNER PHONED, STATES SOLD 1984 PROCRFT IN 2009. LISTED IN ERROR FROM THE NC WILDLIFE REGISTRATION LIST, REGISTRATION NOT CANCELLED BY OWNER AT THE TIME OF SALE. 2010 HENDERSON COUNTY LISTING FORM ON FILE INDICATING BOAT SOLD. 1984 PROCRFT, VALUED AT \$900 IN 2013. RELEASED.	(\$900)	1671		TOTAL:			\$0.85	\$0.08
						ABSTRACT TOTAL:			\$5.93	\$0.54
COCKING, ALFRED	0002669763-2013-2013-0000	THIS IS A FULL RELEASE ON ABSTRACT 2669763. AFTER REVIEW, DETERMINED BUSINESS PERSONAL PROPERTY WAS ORIGINALLY FILED ON #3055492, AFRED COCKING D/B/A WHISPERING STREAMS REMODELING.	(\$8,064)	1732	COUNTY	TAX	\$41.42	\$0.00	\$41.42	\$0.00
						LATE LIST FEE	\$4.14	\$0.00	\$4.14	\$0.00
						TOTAL:			\$45.56	\$0.00
					VALLEY HILL FIRE	TAX	\$6.85	\$0.00	\$6.85	\$0.00
						LATE LIST FEE	\$0.69	\$0.00	\$0.69	\$0.00
						TOTAL:			\$7.54	\$0.00
						ABSTRACT TOTAL:			\$53.10	\$0.00
EGERTON, JAMES ANDREW	0002999071-2013-2013-0000	2012 CAMERON BALLOON, VALUE ADJUSTED FROM \$30,000 TO \$16,000; ENVELOPE PURCHASED WITH 44 HOURS OF FLYING TIME BY FACTORY PILOTS AND DISCOUNTED. NO BASKET WAS SOLD WITH THIS ENVELOPE. PURCHASE CONTRACT SUPPLIED BY OWNER AND ON FILE. 1990 CAMERON BALLOON, VALUE ADJUSTED FROM \$5,700 TO \$1,500 DUE TO CONDITION OF THE ENVELOPE. ENVELOPE HAS BEEN STORED AND IS COVERED WITH MILDEW, REQUIRES RECOATING AND ANNUAL INSPECTION BEFORE BEING AIRWORTHY. VALUATION INCLUDES THE 23 YEAR OLD BASKET.	(\$18,200)	1744	COUNTY	TAX	\$183.36	\$0.00	\$93.48	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$93.48	\$0.00
					VALLEY HILL FIRE	TAX	\$30.35	\$0.00	\$15.47	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$15.47	\$0.00
						ABSTRACT TOTAL:			\$108.95	\$0.00
GE CAPITAL INFO TECH SOLUTIONS	0003063109-2013-2013-0000	RELEASE ABSTRACT IN FULL. DOUBLE ASSESSMENT OF ASSETS. HAVE BEEN BILLED ON ABSTRACTS #2890547, #3068395, #3029642, #3068397.	(\$18,200)	1761	COUNTY	TAX	\$53.53	\$0.00	\$53.53	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$108.95	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
GE CAPITAL INFO TECH SOLUTIONS	0003063109-2013-2013-0000	RELEASE ABSTRACT IN FULL. DOUBLE ASSESSMENT OF ASSETS. HAVE BEEN BILLED ON ABSTRACTS #2890547, #3068395, #3029642, #3068397.	(\$10,422)	1761		TOTAL:			\$53.53	\$0.00
								ABSTRACT TOTAL:	\$53.53	\$0.00
GILLIAM, CARROL L	0002855851-2010-2010-0000	OWNER TOTAL: DOUBLE-WIDE MANUFACTURED HOME WAS LISTED AS REAL PROPERTY ON THIS PARCEL. HOME WAS REMOVED FROM THE PROPERTY BY A BANK IN DECEMBER 2009. HOME REMAINED ON PROPERTY RECORD CARD UNTIL OWNER DISCOVERED THE MISTAKE AND APPLIED FOR A REFUND.	(\$10,422)	1667	COUNTY	TAX	\$489.72	\$489.72	\$357.59	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$357.59	\$357.59
					GREEN RIVER FIRE TAX	LATE LIST FEE	\$63.60	\$63.60	\$46.44	\$46.44
						TOTAL:			\$0.00	\$0.00
								ABSTRACT TOTAL:	\$46.44	\$46.44
								ABSTRACT TOTAL:	\$404.03	\$404.03
					COUNTY	TAX	\$501.79	\$501.79	\$378.01	\$378.01
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$378.01	\$378.01
					GREEN RIVER FIRE TAX	LATE LIST FEE	\$63.51	\$63.51	\$47.84	\$47.84
						TOTAL:			\$0.00	\$0.00
								ABSTRACT TOTAL:	\$47.84	\$47.84
								ABSTRACT TOTAL:	\$425.85	\$425.85
					COUNTY	TAX	\$501.79	\$501.79	\$378.01	\$378.01
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$378.01	\$378.01
					GREEN RIVER FIRE TAX	LATE LIST FEE	\$63.51	\$63.51	\$47.84	\$47.84
						TOTAL:			\$0.00	\$0.00
								ABSTRACT TOTAL:	\$47.84	\$47.84
								ABSTRACT TOTAL:	\$425.85	\$425.85

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
GILLIAM, CARROL L	0002855851-2013-2013-0000	DOUBLE-WIDE MANUFACTURED HOME WAS LISTED AS REAL PROPERTY ON THIS PARCEL. HOME WAS REMOVED FROM THE PROPERTY BY A BANK IN DECEMBER 2009. HOME REMAINED ON THE PROPERTY RECORD CARD UNTIL OWNER DISCOVERED THE MISTAKE AND APPLIED FOR A REFUND.	(\$73,600)	1670	COUNTY	TAX	\$501.79	\$0.00	\$378.01	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$378.01	\$0.00
					GREEN RIVER FIRE	TAX	\$68.39	\$0.00	\$51.52	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$51.52	\$0.00
						ABSTRACT TOTAL:		\$429.53		\$0.00
						OWNER TOTAL:			\$1,685.26	\$1,255.73
HYDER, KATHY DALE	0002363418-2008-2008-0000	RELEASE BILLS 2008 AND 2009 ON PERSONAL PROPERTY MANUFACTURED HOME. MANUFACTURED HOME CLASSIFIED AS REAL PROPERTY ON PARCEL 0401877.	(\$2,000)	1730	COUNTY	TAX	\$9.24	\$0.00	\$9.24	\$0.00
						LATE LIST FEE	\$0.92	\$0.00	\$0.92	\$0.00
						TOTAL:			\$10.16	\$0.00
					ETOWAH-HORSESHOE FIRE	TAX	\$1.70	\$0.00	\$1.70	\$0.00
						LATE LIST FEE	\$0.17	\$0.00	\$0.17	\$0.00
						TOTAL:			\$1.87	\$0.00
						ABSTRACT TOTAL:		\$12.03		\$0.00
						OWNER TOTAL:			\$24.06	\$0.00
KINNETT PARTNERS LL	0000660608-2013-2013-0000	THE 2013 ABSTRACT SHOULD NOT HAVE BEEN FILED. THIS BUSINESS WAS CLOSED PRIOR TO JAN 1, 2013. THEY MOVED TO AND LIVE IN ATLANTA, GA	(\$4,000)	1706	COUNTY	TAX	\$12.82	\$0.00	\$12.82	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$12.82	\$0.00
						ABSTRACT TOTAL:		\$12.03		\$0.00
						OWNER TOTAL:			\$12.82	\$0.00
						ABSTRACT TOTAL:		\$12.82		\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
LUMSDEN, LARRY E	0000668503-2013-2013-0000	INCORRECT BUILDING CODE APPLIED TO OUTBUILDING FOR 2013. THIS CHANGE IN VALUE MADE PURSUANT TO N.C.G.S. 15-325(A)(6).	(\$7,500)	1697	COUNTY	TAX	\$768.86	\$0.00	\$38.52	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$38.52	\$0.00
						ABSTRACT TOTAL:			\$38.52	\$0.00
MAY, GREGORY ANTHONY	0000677073-2013-2013-0000	FOR 2013 TAX BILL: LOWER VALUE OF 1993 PERSONAL PROPERTY MANUFACTURED HOME TO \$8,000 DUE TO CONDITION. INTERIOR AND EXTERIOR INSPECTION REVEALED ROOF LEAKS IN SEVERAL LOCATIONS.	(\$1,900)	1708	COUNTY	TAX	\$50.85	\$50.85	\$9.76	\$9.76
						LATE LIST FEE	\$5.08	\$5.08	\$0.98	\$0.98
						TOTAL:			\$10.74	\$10.74
					DANA FIRE	TAX	\$10.89	\$10.89	\$2.09	\$2.09
						LATE LIST FEE	\$1.09	\$1.09	\$0.21	\$0.21
						TOTAL:			\$2.30	\$2.30
						ABSTRACT TOTAL:			\$13.04	\$13.04
OSBORNE, WILLIAM PAUL	0003026696-2013-2013-0000	2006 BAYLINER VALUE RELEASED FOR 2013. BILLED AND PAID IN BURKE COUNTY WHERE THE BOAT IS LOCATED AT THE MOUNTAIN HARBOR MARINA. VERIFICATION OF LISTING, BILL AND PAYMENT FROM BURKE COUNTY ON FILE.	(\$1,900)	1738	COUNTY	TAX	\$51.41	\$0.00	\$47.51	\$0.00
						LATE LIST FEE	\$0.39	\$0.00	\$0.00	\$0.00
						TOTAL:			\$47.51	\$0.00
					FLETCHER FIRE	TAX	\$10.01	\$0.00	\$9.25	\$0.00
						LATE LIST FEE	\$0.08	\$0.00	\$0.00	\$0.00
						TOTAL:			\$9.25	\$0.00
						ABSTRACT TOTAL:			\$56.76	\$0.00
PARK PLACE DEVELOPERS, INC	0000747519-2013-2013-0000	BUSINESS CLOSED AUGUST 31, 2011. FULL RELEASE OF BUSINESS PERSONAL PROPERTY	(\$9,250)	1702	COUNTY	TAX	\$17.46	\$0.00	\$17.46	\$0.00
						LATE LIST FEE	\$1.75	\$0.00	\$1.75	\$0.00
						TOTAL:			\$19.21	\$0.00
						ABSTRACT TOTAL:			\$19.21	\$0.00
						ABSTRACT TOTAL:			\$56.76	\$0.00
						ABSTRACT TOTAL:			\$19.21	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
PASSMORE, RICHARD S	0002431364-2009-2009-0000	1985 EBBTIDE BOAT REGISTERED IN SOUTH CAROLINA 7/22/08 PER SC DNR. NC WILDLIFE REGISTRATION EXPIRED 4/30/08. NO REGISTERED VEHICLES IN NC AFTER 5/08 PER STARS. VEHICLE TAXES PAID IN SC STARTING 5/08 PER GREENVILLE SC TAX RECORDS. MANUFACTURED HOME IN NC SOLD IN 2007 PER STARS. NO OTHER REAL OR PERSONAL PROPERTY IN HENDERSON COUNTY. RELEASE 2009-2012 WATERCRAFT BILLS	(\$1,920)	1745	COUNTY	TAX	\$8.87	\$0.00	\$8.87	\$0.00
						LATE LIST FEE	\$0.89	\$0.00	\$0.89	\$0.00
						TOTAL:			\$9.76	\$0.00
					DANA FIRE	TAX	\$1.92	\$0.00	\$1.92	\$0.00
						LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
						TOTAL:			\$2.11	\$0.00
						ABSTRACT TOTAL:			\$11.87	\$0.00
	0002431364-2010-2010-0000	1985 EBBTIDE BOAT REGISTERED IN SOUTH CAROLINA 7/22/08 PER SC DNR. NC WILDLIFE REGISTRATION EXPIRED 4/30/08. NO REGISTERED VEHICLES IN NC AFTER 5/08 PER STARS. VEHICLE TAXES PAID IN SC STARTING 5/08 PER GREENVILLE SC TAX RECORDS. MANUFACTURED HOME IN NC SOLD IN 2007 PER STARS. NO OTHER REAL OR PERSONAL PROPERTY IN HENDERSON COUNTY. RELEASE 2009-2012 WATERCRAFT BILLS	(\$1,455)	1746	COUNTY	TAX	\$6.72	\$0.00	\$6.72	\$0.00
						LATE LIST FEE	\$0.67	\$0.00	\$0.67	\$0.00
						TOTAL:			\$7.39	\$0.00
					DANA FIRE	TAX	\$1.46	\$0.00	\$1.46	\$0.00
						LATE LIST FEE	\$0.15	\$0.00	\$0.15	\$0.00
						TOTAL:			\$1.61	\$0.00
						ABSTRACT TOTAL:			\$9.00	\$0.00
	0002431364-2011-2011-0000	1985 EBBTIDE BOAT REGISTERED IN SOUTH CAROLINA 7/22/08 PER SC DNR. NC WILDLIFE REGISTRATION EXPIRED 4/30/08-NO REGISTERED VEHICLES IN NC AFTER 5/08 PER STARS-VEHICLE TAXES PAID IN SC STARTING 5/08 PER GREENVILLE SC TAX RECORDS. MANUFACTURED HOME IN NC SOLD IN 2007 PER STARS-NO OTHER REAL OR PERSONAL PROPERTY IN HENDERSON COUNTY-RELEASE 2009-2012 WATERCRAFT BILLS	(\$1,290)	1747	COUNTY	TAX	\$6.63	\$0.00	\$6.63	\$0.00
						LATE LIST FEE	\$0.66	\$0.00	\$0.66	\$0.00
						TOTAL:			\$7.29	\$0.00
					DANA FIRE	TAX	\$1.42	\$0.00	\$1.42	\$0.00
						LATE LIST FEE	\$0.14	\$0.00	\$0.14	\$0.00
						TOTAL:			\$1.56	\$0.00
						ABSTRACT TOTAL:			\$8.85	\$0.00
	0002431364-2012-2012-0000	1985 EBBTIDE BOAT REGISTERED IN SOUTH CAROLINA 7/22/08 PER SC DNR. NC WILDLIFE REGISTRATION EXPIRED 4/30/08. NO REGISTERED VEHICLES IN NC AFTER 5/08 PER STARS. VEHICLE TAXES PAID IN SC STARTING 5/08 PER GREENVILLE SC TAX RECORDS. MANUFACTURED HOME IN NC SOLD IN 2007 PER STARS. NO OTHER REAL OR PERSONAL PROPERTY IN HENDERSON COUNTY. RELEASE 2009-2012 WATERCRAFT BILLS	(\$920)	1748	COUNTY	TAX	\$4.73	\$0.00	\$4.73	\$0.00
						LATE LIST FEE	\$0.47	\$0.00	\$0.47	\$0.00
						TOTAL:			\$5.20	\$0.00
					DANA FIRE	TAX	\$1.01	\$0.00	\$1.01	\$0.00
						LATE LIST FEE	\$0.10	\$0.00	\$0.10	\$0.00
						TOTAL:			\$1.11	\$0.00
						ABSTRACT TOTAL:			\$6.31	\$0.00
						OWNER TOTAL:			\$36.03	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
ROLAND, BRUCE LEE	0000396425-2003-2003-0000	RELEASE 2003 BILL ON PERSONAL PROPERTY MANUFACTURED HOME. HOME SOLD TO TODD RICHARD HAMMOND AND MOVED TO BALL MOUNTAIN MANUFACTURED HOME PARK IN BUNCOMBE COUNTY. TITLE IS REGISTERED IN BUNCOMBE COUNTY. CALLED BUNCOMBE COUNTY AND VERIFIED THEY HAVE THE MANUFACTURED HOME IN THEIR SYSTEM.	(\$14,079)	1694	COUNTY	TAX	\$66.88	\$0.00	\$66.88	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$66.88	\$0.00
					FLETCHER FIRE	TAX	\$13.38	\$0.00	\$13.38	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$13.38	\$0.00
						ABSTRACT TOTAL:			\$80.26	\$0.00
									\$80.26	\$0.00
SANDERS, MARGURITE	0003063135-2013-2013-0000	RELEASE 2013 TAX BILL ON PERSONAL PROPERTY TRAVEL TRAILER. PERSONAL PROPERTY TAXES ALREADY PAID TO KERSHAW COUNTY IN SOUTH CAROLINA. RECEIPT ON FILE. FOR 2014, TAXPAYER PLANS TO REGISTER THE TRAILER IN NC AND IT WILL THEN BECOME TAXABLE BY HENDERSON COUNTY.	(\$5,670)	1705	COUNTY	TAX	\$29.12	\$0.00	\$29.12	\$0.00
						LATE LIST FEE	\$2.91	\$0.00	\$2.91	\$0.00
						TOTAL:			\$32.03	\$0.00
					DANA FIRE	TAX	\$6.24	\$0.00	\$6.24	\$0.00
						LATE LIST FEE	\$0.62	\$0.00	\$0.62	\$0.00
						TOTAL:			\$6.86	\$0.00
						ABSTRACT TOTAL:			\$38.89	\$0.00
									\$38.89	\$0.00
TAYLOR, DOUGLAS E	0000106688-2004-2004-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(\$4,156)	1682	COUNTY	TAX	\$19.74	\$0.00	\$19.74	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$19.74	\$0.00
					GREEN RIVER FIRE	TAX	\$3.12	\$0.00	\$3.12	\$0.00
						LATE LIST FEE	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL:			\$3.12	\$0.00
						ABSTRACT TOTAL:			\$22.86	\$0.00
									\$20.34	\$0.00
						LATE LIST FEE	\$2.03	\$0.00	\$2.03	\$0.00
						TOTAL:			\$22.37	\$0.00
					GREEN RIVER FIRE	TAX	\$2.96	\$0.00	\$2.96	\$0.00
						LATE LIST FEE	\$0.30	\$0.00	\$0.30	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
TAYLOR, DOUGLAS E	0000106688-2005-2005-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(43,950)	1683		TOTAL			\$3.26	\$0.00
						ABSTRACT TOTAL:				\$0.00
	0000106688-2006-2006-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(43,750)	1681	COUNTY	TAX	\$21.19	\$0.00	\$21.19	\$0.00
						LATE LIST FEE	\$2.12	\$0.00	\$2.12	\$0.00
						TOTAL:			\$23.31	\$0.00
					GREEN RIVER FIRE TAX	LATE LIST FEE	\$2.81	\$0.00	\$2.81	\$0.00
						LATE LIST FEE	\$0.28	\$0.00	\$0.28	\$0.00
						TOTAL:			\$3.09	\$0.00
						ABSTRACT TOTAL:			\$26.40	\$0.00
	0000106688-2007-2007-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(43,560)	1680	COUNTY	TAX	\$16.45	\$0.00	\$16.45	\$0.00
						LATE LIST FEE	\$1.64	\$0.00	\$1.64	\$0.00
						TOTAL:			\$18.09	\$0.00
					GREEN RIVER FIRE TAX	LATE LIST FEE	\$2.14	\$0.00	\$2.14	\$0.00
						LATE LIST FEE	\$0.21	\$0.00	\$0.21	\$0.00
						TOTAL:			\$2.35	\$0.00
						ABSTRACT TOTAL:			\$20.44	\$0.00
	0000106688-2008-2008-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(43,380)	1679	COUNTY	TAX	\$15.62	\$0.00	\$15.62	\$0.00
						LATE LIST FEE	\$1.56	\$0.00	\$1.56	\$0.00
						TOTAL:			\$17.18	\$0.00
					GREEN RIVER FIRE TAX	LATE LIST FEE	\$2.03	\$0.00	\$2.03	\$0.00
						LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
						TOTAL:			\$2.23	\$0.00
						ABSTRACT TOTAL:			\$19.41	\$0.00
	0000106688-2009-2009-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(43,380)	1678	COUNTY	TAX	\$15.62	\$0.00	\$15.62	\$0.00
						LATE LIST FEE	\$1.56	\$0.00	\$1.56	\$0.00
						TOTAL:			\$17.18	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
TAYLOR, DOUGLAS E	0000106688-2009-2009-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(\$3,380)	1678	GREEN RIVER FIRE	TAX	\$2.03	\$0.00	\$2.03	\$0.00
						LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
						TOTAL:			\$2.23	\$0.00
						ABSTRACT TOTAL:		\$19.41		\$0.00
	0000106688-2010-2010-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(\$3,200)	1677	COUNTY	TAX	\$14.78	\$0.00	\$14.78	\$0.00
						LATE LIST FEE	\$1.48	\$0.00	\$1.48	\$0.00
						TOTAL:			\$16.26	\$0.00
						GREEN RIVER FIRE TAX	\$1.92	\$0.00	\$1.92	\$0.00
						LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
						TOTAL:			\$2.11	\$0.00
						ABSTRACT TOTAL:		\$18.37		\$0.00
	0000106688-2011-2011-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(\$2,350)	1676	COUNTY	TAX	\$12.07	\$0.00	\$12.07	\$0.00
						LATE LIST FEE	\$1.21	\$0.00	\$1.21	\$0.00
						TOTAL:			\$13.28	\$0.00
						TAX	\$2.00	\$0.00	\$2.00	\$0.00
						REAVEN ROCK/SALUDA FIRE				
						LATE LIST FEE	\$0.20	\$0.00	\$0.20	\$0.00
						TOTAL:			\$2.20	\$0.00
						ABSTRACT TOTAL:		\$15.48		\$0.00
	0000106688-2012-2012-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(\$2,230)	1675	COUNTY	TAX	\$11.45	\$0.00	\$11.45	\$0.00
						LATE LIST FEE	\$1.15	\$0.00	\$1.15	\$0.00
						TOTAL:			\$12.60	\$0.00
						TAX	\$1.90	\$0.00	\$1.90	\$0.00
						REAVEN ROCK/SALUDA FIRE				
						LATE LIST FEE	\$0.19	\$0.00	\$0.19	\$0.00
						TOTAL:			\$2.09	\$0.00
						ABSTRACT TOTAL:		\$14.69		\$0.00
	0000106688-2013-2013-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(\$2,120)	1672	COUNTY	TAX	\$10.89	\$0.00	\$10.89	\$0.00
						LATE LIST FEE	\$1.09	\$0.00	\$1.09	\$0.00

OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	TAX DISTRICT	LEVY TYPE	BILLED	PAID	RELEASE	REFUND
TAYLOR, DOUGLAS E	0000106688-2013-2013-0000	1999 KAWASAKI JET SKI. BILL RELEASED. SALE TO NEW OWNER VERIFIED PER NC WILDLIFE REGISTRATION RECORDS EFFECTIVE 6-23-2003, RECORD ON FILE.	(\$2,120)	1672	REAVEN ROCK/SALUDA FIRE	TOTAL:			\$11.98	\$0.00
						TAX	\$1.80	\$0.00	\$1.80	\$0.00
						LATE LIST FEE	\$0.18	\$0.00	\$0.18	\$0.00
						TOTAL:			\$1.98	\$0.00
						ABSTRACT TOTAL:			\$13.96	\$0.00
						OWNER TOTAL:			\$196.65	\$0.00
WATERS, TRENT ALMOND	0002131828-2012-2012-0000	TAXPAYER NO LONGER OWNS 1990 BAYLINER WATERCRAFT. SOLD 5/4/11 PER CONFIRMATION EMAIL FROM NC WILDLIFE RESOURCES COMMISSION. CONFIRMED THAT NEW OWNER DOES NOT RESIDE IN HENDERSON COUNTY. RELEASE FOR 2012	(\$2,260)	1661	COUNTY	TAX	\$11.61	\$0.00	\$11.61	\$0.00
						LATE LIST FEE	\$1.16	\$0.00	\$1.16	\$0.00
						TOTAL:			\$12.77	\$0.00
						ABSTRACT TOTAL:			\$12.77	\$0.00
						OWNER TOTAL:			\$30.71	\$0.00
						TAX	\$16.31	\$0.00	\$16.31	\$0.00
						LATE LIST FEE	\$1.63	\$0.00	\$1.63	\$0.00
						TOTAL:			\$17.94	\$0.00
						ABSTRACT TOTAL:			\$17.94	\$0.00
						OWNER TOTAL:			\$30.71	\$0.00
GRAND TOTALS:			(\$5,435)						\$2,626.97	\$1,442.56

ANIMAL SERVICES ADVISORY COMMITTEE

CHARTER

The Animal Services Advisory Committee (ACS) shall assist the Board of Commissioners by providing input on the operations and policies of the Henderson County Animal Services Department regarding both the operation of the Animal Shelter and enforcement of the Animal Ordinance. This may include efforts such as collaborating staff on operating procedures or providing expertise and recommendations regarding the Animal Ordinance. This Committee shall also hear dangerous dog appeals in a quasi-judicial format.

BYLAWS AND RULES OF PROCEDURE

- I. NAME: Animal Services Advisory Committee (ASAC).
- II. CHARTER. On the 20th day of November, 2013, the Henderson County Board of Commissioners approved the revised charter for the Animal Services Committee (hereinafter referred to as "ASC") and subsequently appointed members to the Committee. The terms of the charter shall govern the activities of the Committee, and to the extent that these bylaws conflict with the charter, the terms of the charter shall control.
- III. PURPOSE. The purpose of this Committee is to make recommendations to the Board of Commissioners and staff regarding the Animal Ordinance, policies and procedures at the Animal Services Center, and any other issues requested by the Board of Commissioners. This Committee shall also hear dangerous dog appeals.
- IV. MEMBERSHIP
 - A. Selection of Membership. The Committee shall consist of 9 members. All appointments will be made by the Henderson County Board of Commissioners. Members will serve an initial 3 year staggered terms. Seven members shall be from the general public with various affiliations and diverse backgrounds in addition to one veterinarian and one representative from the Sheriff's Department.
 - B. Duties of Members. Duties of Committee will be as assigned by the Henderson County Board of Commissioners.
 - C. Terms of Service. The term of service shall be 3 years. No member shall serve more than two consecutive full three-year terms.
 - D. Vacancies and Reasons for Dismissal. All members serve at the pleasure of the Board of Commissioners. Members may be dismissed for any reason without cause including but not limited to failure to attend meetings. Vacancies shall be filled at the earliest convenience of the Board of Commissioners. A vacancy of the chair shall be filled by the Committee at a special election at the next regular meeting of the Committee and shall be approved by the Board of Commissioners. A vacancy in the vice chair shall be elected by a majority of the Committee at the next regularly scheduled meeting.
 - E. Compliance with Animal Ordinance. All members must comply with the Henderson County Animal Ordinance, and local, state and federal law as applies to animals. Failure to comply with this provision shall result in the immediate dismissal from the Committee.
- V. MEETINGS
 - A. Open-Meetings Law. It is the public policy of North Carolina and Henderson County that the hearings, deliberations, and actions of this Committee be conducted openly. Except as allowed by NCGS 143-318.11, each meeting of the Committee shall be open to the public and any person is entitled to attend such a meeting. The public's

right to attend such meeting does not necessary entitle the public to participate in the meeting.

- B. Regularly Scheduled Meetings. The Committee shall hold meetings of the Animal Services Committee.—A regular schedule of meetings to be held on a quarterly basis on the second Thursday of the month at 5:30 pm in the Meeting Room of the Committee shall be kept on file with the secretary of the Committee and the Clerk to the Henderson County Board of Commissioners. The Committee shall have the authority to change the schedule of regular meetings, and/or to change the date of a particular regularly scheduled meeting without the approval of the Board of Commissioners. If the Committee changes the schedule of regular meetings, the secretary shall forward a copy of the new schedule to the Clerk to the Board of Commissioners at least seven (7) days prior to the first meeting held pursuant to the new schedule. If a particular regularly scheduled meeting date is changed, the secretary shall comply with the notice provisions of paragraph C below, SPECIAL MEETINGS.
- C. Special Meetings. The chair of the Committee, the Appellate Board of Animal Services Committee, or the majority of the members of the Committee may at any time call a special meeting of the Committee by signing a notice stating the time and place of the meeting and the subjects to be considered. Such notice must be:
 - i. Posted on the bulletin board in the Animal Services Center lobby;
 - ii. Posted on the bulletin board in the front lobby of the Henderson County Courthouse;
 - iii. Posted on the bulletin board for the County Administration Building,
 - iv. Mailed or delivered to each newspaper, wire service, radio station and television station which has filed a written request for notice with the secretary;
 - v. Mailed or delivered to any entity or person that has requested to be on the Committee's sunshine list as prescribed by law;
 - vi. Delivered to all members of the Committee at least 48 hours before the meeting.
 - vii. Only the business that is specified in the notice of the meeting may be transacted during a special meeting.
- D. Public Input. Public input at all Committee meetings that are not quasi-judicial in nature shall have a 3 minute limit per speaker.
- E. Attendance. All members of the Committee are expected to attend the regular and/or special meetings of the Committee. Any member not able to attend must notify the secretary in advance of the meeting. Any member missing more than 25% of regular meetings in a calendar year will be asked to resign or reported to the Board of Commissioners to be replaced.
- F. Voting.
 - a. DUTY TO VOTE. It is the duty of each member, including the chair, to vote unless otherwise excused. The Committee may excuse members from voting on any matter involving their own financial interest, official conduct, or when a member has indicated an inability to be impartial in any quasi-judicial matter before the Committee.
 - b. ABSTENTIONS. Should a member fail to vote on any matter before the Committee, without having been excused from such vote, such abstention will count as an affirmative vote.

VI. QUASI-JUDICIAL HEARINGS

- A. Appeals. Appeals heard under the Henderson County Animal Ordinance shall be quasi-judicial in nature and shall be heard by the Animal Services Appellate Board.

1. The Appellate Board shall consist of 3 members of Animal Services Committee. Remaining members of the Committee shall serve as alternates. One of the members of the Appellate Board must be the chairperson of the Committee who shall serve as chair of the Appellate Board. The vice chair shall not be designated as a regular appellate board member but shall serve in the chair's absence.
 2. The Appellate Board shall schedule an appeal within 2 weeks of an appeal being filed in writing with Animal Services.
 3. Appellate Board meetings shall be special meetings.
- B. Dangerous Dog Appeals. Dangerous Dog appeals shall be quasi-judicial in nature and will be heard by the Appellate Board.
- C. Procedure. Each quasi-judicial proceeding must be conducted in substantial conformity with the sections of Henderson County Board of Commissioners Rules of Procedure pertaining to the quasi-judicial proceedings and applicable law.

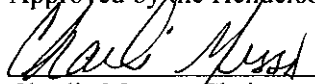
VII. OFFICERS

A. Required Officers

1. **PRESIDING OFFICER.** The presiding officer of each meeting of the Committee shall be the chair of the Committee. In situations where the chair is unavailable or unable to participate in the meeting or any particular matter before the Committee, the vice chair shall preside. In the event that neither the chair nor the vice chair is available, the members of the Committee, by affirmative vote of the majority, may appoint an acting chair who shall have all powers of the chair while acting as presiding officer.
2. **SELECTION OF THE CHAIR AND VICE CHAIR.** The chair shall be selected by majority vote of the Committee unless the Board of Commissioners indicates to the Committee that the Board of Commissioners will appoint said chair, in which case the appointment shall be made by the Board of Commissioners. The vice chair shall be elected by a majority vote of the Committee.
3. **POWERS AND DUTIES OF THE CHAIR AND VICE CHAIR.** The chair shall preside at all meetings of the Committee but shall also have the right to engage in discussion and vote on any matter before the Committee unless otherwise excused. The chair shall have the power to call a special meeting, rule on procedural matters during a meeting, call a brief recess of a meeting at any time, and adjourn a meeting in an emergency. At any other time, adjournment shall be by motion, duly approved. The vice chair shall have all powers and perform all the duties of the chair in his or her absence.
4. **DUTIES OF THE SECRETARY.** The staff person assigned to the Committee shall serve as the secretary of the Committee and shall perform the following:
 - a. The secretary shall ensure that all meetings of the Committee are properly noticed.
 - b. The secretary shall maintain the sunshine list that is a list of those persons or entities that have filed a written request indicating a desire to receive notice of all special meetings of the Committee.
 - c. The secretary shall take and record the actions of the Committee and draft minutes of the meetings accordingly. Minutes shall be sent to Committee members one week prior to their next regularly scheduled meeting. The secretary shall also forward a copy of the minutes as they are approved to the Clerk to the Board of Commissioners.

- d. The secretary shall be responsible for maintaining an accurate list of members of the Committee, submitting to the Clerk to the Henderson County Board of Commissioners a quarterly attendance report for its members and notifying the Clerk to the Henderson County Board of Commissioners of any resignations of any of its members, or any other change in membership of the Committee.
 - B. Schedule for Elections. Elections shall take place annually at the regularly scheduled meeting in January for chair and vice chair. Selection of regular members for the Animal Services Appeal Board shall also take place at this time.
 - C. Committees. Committees shall be formed based on the discretion of the Committee or at the direction of the Board of Commissioners.
- VIII. RULES OF CONDUCT. This Committee shall follow Roberts Rules of Order.
- IX. REPORTS.
 - A. Annual Report. The Committee shall make a report to the Henderson County Board of Commissioners at least annual. This report must be submitted no later than July 1 of each year. The Committee shall also make reports to the Board of Commissioners as needed or as requested.
 - B. Public Records Law. The Committee shall abide by North Carolina Public Records Law N.C.G.S. Chapter 132.
- X. ACTION BY THE COMMITTEE.
 - A. Quorum. A majority of the members shall constitute a quorum. No action of the Committee may be taken at any meeting where less than a quorum is present. Once a quorum has been established, it will not be defeated if members leave.
 - B. Motions. Action of the Committee may be taken upon a motion made by any member, including the chair, without the need for a second. A motion shall be adopted if approved by the affirmative vote of a majority of the members present and not excused after full discussion of the motion by the members.
 - C. Minutes. Minutes shall be kept of all meetings of the Committee. The secretary of the Committee shall present such minutes to the Committee for approval. Minutes of the meetings of the Committee shall be public records. The secretary shall be responsible for sending a copy of all approved minutes to the Clerk to the Board of Commissioners.
 - D. Staff Support. County staff shall be assigned to the ASC, acting as the liason between the ASC, County departments, and the Board of Commissioners and shall have the charge of correspondence, minutes, notifying members of meetings, and other information.
- XI. AMENDMENTS. The Committee may amend these bylaws by action of the Committee; provided however, that amendments shall not be effective until they are approved by the Henderson County Board of Commissioners.

Approved by the Henderson County Board of Commissioners on this then 10th day of November, 2013.



Charlie Messer, Chairman

Chapter 16
Animals
Article I - General Provisions

[HISTORY: Adopted by the Board of Commissioners of Henderson County. Amended 3-23-2005; 5-19-2006, 11-20-2013]

§ 16-1. Definitions.

The following terms are defined for purposes of this Chapter:

- (1) Adequate Food - The provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition for the animal.
- (2) Adequate Shelter- Proper and adequate shelter that will protect the animal from adverse weather and will allow the animal to stand, sit, and lie down without restriction and is kept humanely clean and sanitary.
- (3) Adequate Water - The access to a sufficient supply of clean, fresh water provided at suitable intervals for the animal's physical needs and the climatic conditions.
- (4) Adoption- the legal taking of ownership voluntarily and accepting all responsibilities and liabilities therein.
- (5) Adult - A person 18 years of age or older who has not been judicially declared incompetent.
- (6) Aggressive Animal - Any domestic animal with a history established through more than 2 documented verbal or written warnings for attacking or threatening people, domestic animals or livestock without provocation while on or off the owner's property. Examples of aggressive behavior include but are not limited to:
 - a. Any domestic animal when unprovoked bites, claws, or attempts to bite or claw any person;
 - b. Any domestic animal found to menace, chase, threaten any person;
 - c. Any domestic animal which engages in or is found to be trained to engage in fighting;
 - d. Any domestic animal that terrorizes a person such as by repeated unprovoked aggressive encounters or by pinning the person in an area without a clear and reasonable escape; or
 - e. Any domestic animal approaching a person where the individual must fend the animal off by yelling, brandishing an object or discharging a weapon.
- (6) Animal Enforcement Officer - Officers from the Sheriff's Department or the Sheriff's designee charged with the enforcement of the Animal Ordinance and the regulation of animals and animal owners within both incorporated and unincorporated sections of Henderson County.
- (7) Animal Services Center - The County Animal Shelter, and any other designated facilities, operated and maintained by the County for the purpose of impounding animals under the authority of this Chapter or the General Statutes for care, confinement, return to owner, adoption or euthanasia.
- (8) Animal Services Director - The director placed in supervision of the Animal Services Center.
- (9) At Large - An animal when:
 - a. Not on the owner's property,
 - b. Not under control of a competent person or unrestrained by a leash or harness, or
 - c. Not controlled by other similar physical means.
- (10) Cat - A domestic feline of either sex.
- (11) Companion Animal - Any dog or cat.
- (12) Competent Person - A legally competent person of suitable age and discretion to keep an animal under sufficient control in order to prevent harm to the animal, humans, other animals or property.
- (13) County - Henderson County, North Carolina
- (14) County Director of Public Health - The Director of the Henderson County Department of Public Health.
- (15) Dangerous/Potentially Dangerous Dog - Any dog whose behavior constitutes a risk of severely injuring or killing a human domestic animal or livestock; or which, by demonstrated behavior, is commonly accepted as dangerous. The following criteria shall be used in identifying a dangerous dog:
 - a. A dog that, without provocation, has killed or inflicted severe injury on a person.

- b. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
 - c. A dog that is determined hereunder to be potentially dangerous because the dog has engaged in one (1) or more behaviors listed below. The following criteria shall be used in identifying a potentially dangerous dog:
 - 1. A dog that has inflicted a bite on a person that resulted in broken bones, disfiguring lacerations, or requiring surgery or hospitalization.
 - 2. A dog that has killed or inflicted severe injury upon a domestic animal or livestock when not on the owner's real property.
 - 3. A dog that has approached a person when not on the owner's property in an apparent attitude of attack.
 - d. A dog shall not be deemed dangerous solely because it bites, attacks, or menaces:
 - 1. Anyone assaulting or threatening the owner or trespassing on the owner's property;
 - 2. Any person or other animal that has provoked, tormented, or abused it; or
 - 3. While protecting or defending its young.
- (16) Day - A period of 24 hours, including Saturdays, Sundays and holidays.
- (17) Department - The County Animal Services Department and Animal Enforcement.
- (18) Dog - A domestic canine of either sex.
- (19) Domestic Animal - Any animal whose physiology has been determined or manipulated through selective breeding which does not occur naturally in the wild, or which can be vaccinated against rabies with an approved rabies vaccine, and which has an established rabies quarantine observation period.
- (20) Euthanasia - The causing of death in any animal by using any humane method approved by the American Veterinary Medical Association or the North Carolina Veterinary Medical Association.
- (21) Exposed to Rabies - An animal or human bitten by or exposed to the saliva or neural tissue of any animal known or suspected to have been infected with rabies.
- (22) Frivolous - Any complaint which is filed more than 3 times by 1 person or common household within a period of 48 hours; and in which such complaint is clearly insufficient on its face and is brought about with the intent to embarrass, disturb, harass, or otherwise annoy.
- (23) General Statutes - The North Carolina General Statutes, as amended.
- (24) Harboring an Animal - Feeding or sheltering an animal 7 days or more unless the animal is being boarded for a fee at a licensed kennel.
- (25) Haven - A nonprofit organization that provides care for an animal (same as "Rescue"). A haven must comply with the companion animal permit program unless it falls under state law.
- (26) Hybrid - A "hybrid" is an animal which is the product of the breeding of a domesticated animal with a non-domesticated animal, including but not limited to other hybrid animals or wolves.
- (27) Impound - To apprehend, seize, catch, trap, net, quarantine, tranquilize, or confine an animal in a humane manner.
- (28) Incorporated Area - Any area located within any incorporated municipality located wholly or in part within the County.
- (29) Inherently Dangerous Animal- Any live animal, including hybrids, which due to their inherent nature, may be considered dangerous to humans and include but is not limited to:
 - a. Canidae, including any member of the dog (canid) family not customarily domesticated by man, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and a domestic dog, but not including domestic dogs (*Canis Familiaris*).
 - b. Felidae, including any member of the cat family weighing over 15 pounds not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (*Felis catus*).
 - c. Ursidae, including any member of the bear family, or any hybrids thereof.
 - d. Venomous Reptiles.
- (30) Livestock - A term for animals that shall include, but shall not be limited to, equine animals, bovine animals, sheep, goats, llamas, fowl and swine. This does not include animals defined as "Domestic".
- (31) Microchip - An electronic identification device that is intended to be implanted within an animal.

- (32) Owner - Any person, group of persons, firm, partnership, corporation, organization, or association owning, keeping or harboring; or any person who shelters, feeds, or takes care of an animal for 7 or more consecutive days unless said animal is being boarded for a fee. An occupant of any premises on which a dog or cat remains or customarily returns is an owner under this Chapter. If a person under the age of 18 years is an owner subject to the provisions of this Chapter, the head of the household in which such person under the age of 18 years resides shall also be an owner under this Chapter and therefore subject to prosecution under this Chapter. Such household head may himself or herself be under the age of 18 years. If not a member of a household, a person under the age of 18 years shall himself be the responsible person. There may be more than one owner responsible for an animal.
- (33) Owner's Real Property - Any real property owned or leased by the owner, but not including any public right-of-way or common area.
- (34) Pet Shop - Any person, partnership or establishment engaging in the commercial enterprise to acquire animals for the purpose of resale or trade. Pet shops must possess a current license from the State Department of Agriculture.
- (35) Provocation - With respect to an animal that has bitten or attacked a person, domestic animal or livestock, that the animal was physically abused such as hit, kicked, agitated or teased, struck by a person with an object or part of a person's body, or that any part of the animal's body is pulled, pinched, or squeezed by a person or the animal was physically threatened.
- (36) Public Nuisance – an animal that:
- a. Frequently runs at large as determined by one verbal or written warning;
 - b. Damages, soils, or defecates on private property other than property possessed or controlled by the animal owner or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the animal owner or handler as determined by more than one verbal or written warning;
 - c. Causes unsanitary or unsafe conditions;
 - d. Causes a disturbance by excessive barking or other noisemaking; or chases vehicles, or molests, attacks, or interferes with persons or other domestic animals on public property including public roads adjacent to the owner's property as determined by more than one verbal or written warning.
- (37) Quarantine Order - An order to secure any dog, cat or other animal specified by state law which has bitten a person for a mandatory 10 day observation period as required by N.C.G.S. 130A-196 to 199. Quarantine orders may also be issued by the local health director for up to 6 months when a domestic animal suffers a rabies exposure.
- (38) Rabies Exposure - Any bite or other event in which a person or animal has been suspected of coming in contact with the saliva or nervous tissue of an animal possibly having rabies.
- (39) Secure Enclosure - An enclosure, including a house, from which an animal cannot escape unless freed by the owner. An Animal Enforcement Officer, in his/her discretion, may determine whether or not there is a secure enclosure on the premises.
- (40) Stray - A domestic animal within the County wandering at large or lost or which does not bear evidence of the identification of any owner or whose owner cannot be found.
- (41) Suspected of Having Rabies - An animal that has bitten, or exposed saliva or neural tissue to, a person or another animal; or a wild animal that has bitten a person or domestic animal.
- (42) Trespass - Wrongful invasion of the property of another
- (43) Unaltered - An animal that has not been spayed or neutered.
- (44) Unfounded - Any complaint without merit or validity and in which a reasonable and prudent person would find a lack of merit or validity readily apparent.
- (45) Unincorporated Area - Any area of the County not within an incorporated area.
- (46) Vaccination - The administration of the rabies vaccine as required by N.C.G.S 130A-185.
- (47) Wild - An animal living in a state of nature; not tamed or domesticated. This also includes but is not limited to feral cats.

§ 16-2. Authority and Territorial Application.

- A. Purpose. As determined by state law, the Animal Services Center:
- (1) Prevents the abuse and neglect of animals (N.C.G.S. 153A-127);
 - (2) Protects the public health, safety and welfare (N.C.G.S. 153A-121);

- (3) Enforces regulations regarding the possession or harboring of dangerous/potentially dangerous dogs (N.C.G.S. 153A-131);
 - (4) Protects the public and domestic animals from rabies (N.C.G.S. 130A-185); and
 - (5) Educates the public regarding the proper care for animals.
- B. This article is adopted pursuant to the power granted the County in N.C.G.S. 153A-121, 153A-127, 153A-153 and 153A-442. This Chapter shall apply to all unincorporated areas of the County and to those incorporated areas of any city or town specifically requesting its enforcement by the County upon the consent of the County Board of Commissioners. This request must be in writing in the form of a resolution approved by the governing body. (In making such a request, the city or town must comply with the requirements of N.C.G.S. 153A-122.) The provisions of this article shall be enforced by the Sheriff of Henderson County.
- C. The County may contract annually with any municipality located within the County to enforce any animal restraint ordinance ("leash law") adopted by such municipality, on such terms and conditions (including the acceptability of the terms of such restraint ordinance) as are deemed advisable. Such contract shall require any such municipality to reimburse to the County all the costs associated with the enforcement of such a restraint ordinance. Henderson County shall not enforce any municipal leash or animal related laws in the municipality without a contractual agreement between the County and the municipality.

§ 16-3. Animal Service Advisory Committee.

The County Animal Service Advisory Committee shall make recommendations to the Board of Commissioners based on animal-related ordinances or policies and shall assist in establishing policies and procedures for the Animal Services Center. The Committee may undertake the study of particular areas under their authority in order to advise Henderson County staff and Board of Commissioners. The County Animal Service Advisory Committee, or a duly appointed subcommittee thereof, shall act as the Animal Service Appellate Board and hear all appeals under the Henderson County Animal Ordinance when permitted by state law. Appeals governed by state law shall go to the court of appropriate jurisdiction.

§ 16-4. General duties of Animal Services and Animal Enforcement

- A. Duties and responsibilities of Animal Services Director:
- (1) Enforcing all County ordinances relating to the care, custody and control of domestic animals.
 - (2) Operating the County Animal Services Center pursuant to policies adopted by the County Board of Commissioners.
 - (3) Keeping, or causing to be kept, accurate and detailed records of:
 - a. Impoundment and disposition of all animals coming into custody of the Animal Services Center.
 - b. All monies derived from fees and penalties.
 - c. Any other matters deemed necessary by the Animal Services Director.
- B. Duties and responsibilities of Animal Enforcement
- (1) Enforcing all County ordinances relating to the care, custody and control of domestic animals.
 - (2) Investigating all reported animal bites or other human physical contact with a suspected rabid animal, enforcing quarantine ordered for any dog or cat involved and submitting bite reports and reports of human contacts to the County Director of Public Health.
 - (3) Investigating complaints with regard to animals arising under this Chapter.
 - (4) Protecting animals from neglect; investigating animal mistreatment, as defined in §16-11.
 - (5) Seizing and arranging for impoundment, where deemed necessary, of any animal involved in a violation of this Ordinance or the General Statutes.
 - (6) Keeping, or causing to be kept, accurate and detailed records of:
 - a. Seizure, impoundment and disposition of all animals coming into custody of the Animal Services Center.
 - b. Bite cases, violations and complaints, and investigation of same, including names and addresses of persons bitten, date, circumstances and breed.
 - c. All monies derived from fees and penalties.
 - d. Any other matters deemed necessary by the Sheriff.

§ 16-5. Citations.

The Animal Services Director, Animal Enforcement Officers, Sheriff and Sheriff's Deputies of the County may issue citations to any person who has violated provisions of this Chapter, in accordance with §16-19.

§ 16-6. Tranquilizer guns.

Animal Enforcement Officers and Animal Services employees are authorized to store at the Animal Services Center tranquilizer guns approved for use and to use such tranquilizer guns when necessary to enforce sections of this Chapter or applicable laws for control of wild, dangerous, or diseased animals.

§ 16-7. Interference or concealment.

- A. Interference. It shall be unlawful for any person to interfere with, hinder, molest, resist or obstruct any employee or agent of the Department in the performance of any duty authorized by law or ordinance, or to seek to release any domestic animal in the custody of such employees or agents (including from traps, cages, or other enclosures) except as specifically provided or authorized by the Department.
- B. Concealment of dogs and cats. It shall be unlawful for any person to conceal, for the purpose of evading the rabies vaccination or dangerous dog/ potentially dangerous dog requirement of the law, any unlicensed (if licensing requirement adopted) or unvaccinated dog or cat from any employee or agent of the Department.
- C. Filing false reports. It shall be unlawful for any person to file a false report with the Department of Animal Control, or to provide false information to an officer involving any investigation of any reported violation of this article. Any person found violating this provision shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.
- D. Frivolous or unfounded complaints. It shall be unlawful for any person to repeatedly file frivolous or unfounded complaints with the Department of Animal Control in order to intimidate or harass any member of the department or any animal owner, or to otherwise hinder or interfere with any function of the Department of Animal Control. Any person found violating this provision shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.

§ 16-8. Public nuisances prohibited.

- A. Animal care constituting a nuisance. It shall be unlawful for any person to own, keep, or maintain a companion animal in such a manner as to constitute a public nuisance as defined herein.
 - (1) Maintaining animals in an unsanitary environment that results in odors considered excessive to a reasonable person; or, in an environment that is dangerous to the animal or to the public health, safety, welfare; or failure to maintain a condition of good order and cleanliness that reduces the probability of transmission of disease.
 - (2) Maintaining the owner's property in a manner that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density, or location of animals on the property. This includes the keeping, possessing, or harboring of wild or feral animals that threaten the public health, safety or welfare.
 - (3) Maintaining an animal that is diseased and dangerous to the public health.
 - (4) Harboring, keeping, owning, or possessing an animal that is at large or is repeatedly at large.
- B. Animal behavior constituting a nuisance. It shall be unlawful for an owner to permit an animal to habitually do the following, but not limited to: chases bicycles, motor vehicles or pedestrians, damages private or public property, turns over garbage cans, deposits feces on another's private property or on public property, or an animal running at-large. The prohibition against running at-large does not apply to animals in designated off-leash areas.
- C. In addition to any other enforcement remedies available under this Chapter, if an Animal Enforcement Officer determines an animal to be a nuisance under this section, then such officer is authorized to order the owner to confine such animal in accordance with the Animal Enforcement Officer's instructions, including a permanent above-ground fence or tethering or chaining inside a fence; this does not include natural barriers. It shall be unlawful for the owner to fail to comply with such an order or with the instructions in the order. In addition, any animal determined to be a nuisance under this section must be micro chipped within 10 days of the nuisance determination. Animal Enforcement is allowed to make periodic inspections.
- D. Animal Owners, where nuisances have been determined, shall be notified and ordered to abate said nuisance within 5 days by whatever means necessary. Failure to comply within this time

frame shall constitute a separate offense for each day thereafter. No civil penalty shall accrue during the 5 day warning period.

- E. Reporting. Upon receipt of a detailed complaint to Animal Enforcement, the owner shall be notified by certified or registered mail or by hand delivery.
- F. Appeal. The owner shall have 3 days to appeal the nuisance determination to the Animal Services Appellate Board.
- G. Nothing in this provision is intended to conflict with the Henderson County Nuisance Ordinance, Noise Ordinance or other applicable section of the Henderson County Code.
- H. In addition, any animal determined to be a nuisance under this section must be microchipped at the owner's expense within 5 days of the nuisance determination or appeal determination.

§ 16-9. Confinement of female dog during estrus (heat).

Any owner of a female dog during its estrus (heat) period shall confine said animal in a building or secure enclosure in such a manner that the dog will not be in contact with male dogs or attract other animals. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of the animal that is being bred.

§ 16-10. Dangerous/potentially dangerous dogs restricted.

- A. General provisions. It shall be unlawful for any person to own or in any way maintain or harbor a dog that is dangerous/potentially dangerous, except as provided in this Chapter. Notwithstanding any exemption listed below, any dog that has killed a person shall be immediately euthanized by the Animal Services Center.
 - (1) Reporting requirement. A report must be made concerning any (a) attack or biting by a dog upon a person, livestock, or domestic animal; (b) transfer, gift, sale or other conveyance of ownership or possession of a dangerous or potentially dangerous dog; (c) confinement to a veterinary facility; or (d) removal from territorial jurisdiction of the county. An animal's death must be reported by any of the following individuals:
 - a. owner, keeper or harbinger of a dog deemed dangerous/potentially dangerous or of a dog that has attacked or bitten a person or domestic animal;
 - b. victim or a person witnessing such an attack or biting;
 - c. veterinarian treating a domestic animal for such an attack or biting; or
 - d. health care professional treating a person for such an attack or biting.
 - (2) The report must be made to the Sheriff's Office within 24 hours of the event.
 - (3) Failure to report an incident within 24 hours may result in criminal and civil penalties under this Ordinance and personal liability in subsequent incidents.
- B. Exemptions. The provisions of this Chapter do not apply to dogs causing injuries when:
 - (1) Used by law enforcement agencies to carry out official law enforcement duties;
 - (2) Functioning lawfully as hunting or herding dogs, or in controlling predators on the property of, or under control of, the owner when performing duties appropriate to said functions;
 - (3) Protecting the owner or owner's premises from trespassers and other criminal perpetrators while on its owner's premises; or
 - (4) Protecting itself or its young from assault, torment, or abuse.
- C. Declaration of dangerous/potentially dangerous dog. The Sheriff or his/her designee shall have the authority to declare a dog to be a dangerous/potentially dangerous dog. Any determination that a dog is dangerous/potentially dangerous shall be made in writing, summarizing the available evidence and shall be delivered or mailed by certified or registered mail to the owner. The written determinations shall order compliance with the appropriate provisions of this ordinance and may impose reasonable conditions to maintain the public health and safety.
- D. Appeal. Any person who owns a dog that has been declared dangerous/potentially dangerous shall have the right to appeal this decision to the Animal Services Appellate Board.
 - (1) Manner of appeal. The owner of a dog declared dangerous/potentially dangerous must request an appeal of the determination in writing. The written appeal must be submitted to the Animal Services Director, and must be received by the Animal Services Director or postmarked within 3 calendar days of the receipt by the owner of notice of declaration.
 - (2) Pending the appeal, the owner of a dog declared dangerous/potentially dangerous shall comply with the provisions of § 16-10E.

- (3) Hearing procedures. Once properly appealed, the Animal Services Appellate Board shall conduct a public, quasi-judicial hearing to determine whether the declaration of the animal as dangerous/potentially dangerous is correct.
 - (4) Outcome. If the dog is affirmed by the Animal Services Appellate Board as being dangerous/potentially dangerous, then the owner shall comply with the terms of § 16-10E, F, G. Any person who owns a dog affirmed dangerous/potentially dangerous by the Animal Services Appellate Board or its designee has the right to appeal this determination to the Superior Court.
- E. Enclosures and control measures for dangerous/potentially dangerous dogs. If a dog has been determined to be dangerous/potentially dangerous, as specified in this section, the dog may be retained upon the owner satisfying the following conditions:
- (1) The owner must insure that the dog, at all times on and off the owner's property, remains securely enclosed as per the Ordinance or controlled and muzzled as described below. Failure to do so shall subject the owner to penalty under this Chapter:
 - a. Confine the dog within the owner's residence; or
 - b. Erect and confine the dog (except when muzzled and controlled as required below), within 30 days in a securely enclosed and padlocked pen with a concrete bottom and secure top. The structure must be secured by a child-resistant lock. Pending construction of such pen, the dog must be confined within the owner's residence; or
 - c. The animal must be muzzled and under restraint by a competent person who, by means of a leash or chain, has such animal firmly under physical restraint at all times when not in a secure building or enclosure.
 - d. Any dog deemed dangerous shall not be permitted in public recreation areas, including dog parks, parks or greenways.
 - (2) The owner must post a warning sign of at least 120 square inches that is visible to any adjoining property from each exposure of the residence or the structure in which the dangerous/potentially dangerous dog is confined. The sign must have an approved graphic representation of an appropriate animal such that the dangerousness of the animal is communicated to those who cannot read, including young children.
 - (3) Microchip. Within 5 days of the determination or appeal determination, the owner of a dangerous/ potentially dangerous dog must demonstrate to Animal Enforcement that such dog had a microchip implanted.
 - (4) Inspection. Animal Enforcement shall cause periodic inspections to be made of the premises where the dangerous/potentially dangerous dog is kept to assure compliance with the provisions of this Ordinance. The owner must permit these inspections at any reasonable time without notice to the owner from the Animal Enforcement Officers.
 - (5) Control Measures.
 - a. All control measures required by this section must be met immediately upon the determination that the animal is dangerous/potentially dangerous except for the construction of the enclosure discussed in section 1(b) of this provision. The owner has 30 days to construct the enclosure during which time the animal must be confined indoors and may only be permitted outside under the control of a competent person by leash or chain and the animal must be muzzled. Failure to meet all control measures may result in the immediate impoundment of the animal and civil and criminal penalties.
 - b. If the owner has no place to keep the animal while the structure is being constructed, the animal may be kept at the Animal Services Center or at a private establishment approved by Animal Enforcement at the owner's expense.
 - c. All animals deemed dangerous or potentially dangerous must be spayed or neutered within 30 days of the determination or an appeal determination.
- F. Notification. Subject to state statute.
- G. Notification prior to transfer. Prior to any transfer to a new owner (with or without consideration) of a dangerous/potentially dangerous dog, the owner must provide to the Sheriff a written statement, signed before a notary by the transferee (on a form obtained from the Animal Services Center), indicating the transferee's understanding of the transferee's obligations hereunder as an owner of a dangerous/potentially dangerous dog. If the dangerous or potentially dangerous dog is being transferred out of Henderson County or out of North Carolina;

- H. Immediate impoundment. Any dangerous/potentially dangerous dog kept in violation of this section may be immediately impounded upon issuance of any warrant for the same, pending the outcome of the criminal action. If the owner is convicted of a criminal offense of keeping a dangerous/potentially dangerous dog in violation of this section, in addition to any criminal penalties imposed, the Animal Services Director or his/her designee may euthanize the dog. Nothing herein shall be construed to in any way limit the use of civil penalties for a violation of this section.
- (1) Cost of impoundment. Costs of impoundment at the Animal Services Center shall be paid by the owner or the person liable for the animal at a daily rate as determined by the County. In instances where the Animal Services Center must impound the animal at a private facility or kennel, the person liable for the animal will pay the rate established by those facilities.
 - (2) Release from impoundment.
 - a. No dog deemed dangerous or potentially dangerous that has been impounded by the Animal Services Center shall be released to the owner from impoundment except upon proof submitted by the owner or person liable for the animal that all the elements of this Ordinance have been met as verified by Animal Enforcement. This shall not apply in instances where criminal charges have been brought against the owner.
 - b. If criminal charges have been brought against the owner for failure to comply with this Ordinance or for interference with the operations of the Animal Services Center, no dog deemed dangerous shall be released from Animal Services until determined by a court of competent jurisdiction. During this time while the dog is impounded, it cannot be euthanized and the cost of impoundment shall be charged to the owner.
 - c. No dog deemed dangerous or potentially dangerous may be adopted.

§ 16-11. Mistreatment of animals prohibited.

It shall be unlawful for any person owning, keeping or responsible for an animal to deprive, or cause the animal to be deprived of adequate food, adequate water, adequate shelter (as defined above in 16-1) and necessary medical attention.

- A. Necessary medical attention. No person owning, keeping, or responsible for an animal shall fail to supply the animal with necessary medical attention or vaccines when the animal suffers from illness, injury or disease.
- B. Adequate Shelter.
 - (1) When confinement prohibited. No animal may intentionally be confined in a building, enclosure, car, boat, vehicle or vessel of any kind when to do so would expose the animal to heat or cold harmful to its health.
 - (2) Standards for chaining. No animal may be chained outdoors unattended without a chain/cable of suitable length designed and placed to prevent choking or strangulation, with the area free of obstacles and humanely clean so that the animal may have access to food, water, and shelter. It shall be illegal to tether, chain, stake out, tie up or otherwise similarly restrict any and all birds unless a certified wildlife rehabilitation facility.
- C. An owner of an animal shall not permit injury or inflict pain upon such animal from an improperly fitting or embedded collar or harness.
- D. It shall be illegal to own, keep, or harbor an animal for the purpose of fighting other animals; or attacking other animals or people except for protecting the owner or owner's real property. It shall be illegal to sponsor, promote, organize animal fights, train animals for fighting, or provide animals for fighting including but not limited to dog fighting and cock fighting. Evidence of training animals to fight shall include but not be limited to: alterations to the animal for fighting such as removing spurs or a comb; tying animals to antagonize them and the discovery of a fighting ring or location.
- E. An owner of an animal shall not hit, physically abuse, or torment the animal.

§ 16-12. Destruction of animals that cannot be seized or confined by reasonable means.

- A. Notwithstanding any other provision of this Chapter, a dog or cat that cannot be seized by reasonable and normal means, trapped in a humane, live-capture animal trap, or tranquilized, may be humanely destroyed in the field by the Sheriff or other law enforcement officers.

- B. Vicious, dangerous/potentially dangerous animals so designated, wild animals, or an animal attacking a human being, another pet, or livestock may be immediately destroyed, if such destruction is necessary for the protection of the public health and safety or that of County staff.

§ 16-13. [Reserve]

§ 16-14. Impoundment.

- A. In general. Any animal found being mistreated or kept under unsanitary or inhumane conditions, as provided in § 16-11; any animal found to be a public nuisance, as provided in § 16-8; or any dog or cat found to be not wearing a currently valid rabies vaccination tag off the owner's property as required shall be seized, impounded, and confined by the Animal Enforcement Officer and confined in the Animal Services Center in a humane manner. Impoundment of such animal shall not relieve the owner thereof of any penalty which may be imposed for violation of any provision of this Chapter occurring prior to the date of the impoundment.
- B. Notice to owner. Immediately upon impounding an animal, the Sheriff or his designee, shall make reasonable efforts to notify the owner and inform such owner of the conditions whereby the animal may be redeemed.
- C. Redemption by owner. The owner of an animal impounded under this Chapter may redeem the animal and regain possession thereof in accordance with the rules and fees set by the Board of County Commissioners in the policies for operation of the County Animal Services Center and by complying with all applicable provisions of this Chapter and by paying all fees and civil penalties due. Fee rates shall be available for public inspection in the office of the Clerk to the Board of County Commissioners and at the Animal Services Center. The owner of the impounded animal shall be liable for the daily cost of impoundment to the Animal Services Center, as established in the fee schedule. The owner must have proof of current rabies vaccination or purchase a rabies vaccine voucher. The owner of any dogs and cats impounded for running at large in the county without a microchip or those impounded for mistreatment must purchase a voucher for microchip installation prior to release at the owner's expense unless there is a pending criminal action in the matter. All fees and expenses must be paid prior to the release of the animal. Animal and owner must be in compliance with state and federal law prior to redemption.
- D. Adoption or euthanasia of unredeemed dog or cat.
- (1) If any impounded stray dog or cat or abandoned animal is not redeemed by the owner within 72 hours of impoundment, then such animal may be offered for adoption or destroyed in a humane manner. Animals that are voluntarily turned over to the Animal Services Center by the owner may be adopted or if adoption attempts are unsuccessful within a reasonable period (or immediately if in the opinion of the Animal Services Director adoption efforts would be fruitless or in violation of this Chapter), are subject to euthanasia.
 - (2) No animal owner may be permitted to claim his/her animal under the provisions of this section unless and until he/she shall comply with the provisions of the policies of the County Animal Services Center.
 - (3) All unaltered dogs and cats adopted from the Animal Services Center shall be spayed or neutered. This shall occur prior to adoption; or, with a voucher and/or deposit to use their own veterinarian within 30 days of adoption; or, when medically appropriate, additional penalties may be applied.
 - (4) All dogs and cats adopted from the Animal Services Center that do not already have implanted in them a microchip shall have a microchip at time of adoption or when the animal goes for spay or neuter surgery. This microchip shall be at the owner's expense.
 - (5) All dogs and cats adopted from the Animal Services Center shall have proof of current rabies vaccination or purchase of a rabies vaccine voucher, prior to adoption.
 - (6) Adoption Exceptions.
 - a. The Animal Services Center has the right to refuse adoption of animals to persons less than 18 years of age.
 - b. The Animal Services Center has the right to refuse adoption of animals to persons or organizations who have been cited for violations or where there is reasonable evidence of a violation previously under this Ordinance or state law.
 - c. The Animal Services Center has the right to change an animals'

- d. ownership to a qualified non-profit organization that meets the Center's policy. The Animal Services Center has the right to refuse adoption of animals to any individual who has relinquished an animal within the last 12 months.
 - e. The Animal Services Center has the right to refuse the adoption of dogs deemed aggressive, dangerous/ potentially dangerous by persons, organizations, or establishments and Animal Services will ensure the new owner(s) has met the requirements under this Ordinance for control measures and enclosures.
- (7) Fee Schedule for Impoundment/Adoption of Animals shall be established by the Board of Commissioners within the annual approved budget.
- E. Suspected rabid dogs or cats are not to be redeemed or adopted. Notwithstanding any other provision of this Chapter, dogs or cats impounded which appear to be suffering from rabies shall not be redeemed or adopted but shall be dealt with in accordance with N.C.G.S. Chapter 130A.
 - F. Final disposition of all unclaimed animals shall be arranged for by the Animal Services Director. The Animal Services Director or designee shall retain sole authority to determine the final disposition of each animal in (its) custody once that animal becomes the property of the County of Henderson and shall not place any animal for adoption that is classified in this Chapter as prohibited.
 - G. The Animal Services Center will not adopt out any animal that demonstrates or has demonstrated aggressive behavior or any animal that appears to be unhealthy.

§ 16-15. Voluntary relinquishment of animals.

Owners wishing to relinquish animals in their possession may do so by delivering the same to the Animal Services Center. Such animals will be subject to the impoundment provisions set out in § 16-14, except that no attempt to contact the owner is required.

Owners must also affirmatively represent in writing:

- A. That he or she is the legal owner of the animal;
- B. That the owner permits the animal to be placed for adoption or humanely destroyed;
- C. That the owner will indemnify and hold the Animal Services Center and County harmless for fees, by reason of destruction of, or placement for adoption of, said animal;
- D. That the owner transfers ownership of said animal to the Animal Services Center and releases the Department from any and all future claims with respect to said animal; and
- E. Reason for surrender for data collection purposes and to notify potential adopted owners of any significant problems.
- F. If owner decides they want animal back after relinquishing, all reclaim or adoptions fees may apply.

§ 16-16. Redemption of unvaccinated animal.

- A. Proof of vaccination. Unless proof of a current rabies vaccination can be furnished, every person who redeems a dog or cat at the Animal Services Center must obtain (and pay the fee for) a rabies vaccination to be administered within the time period as set below or receive a citation for failure to vaccinate. Animals leaving the Animal Services Center must either have proof of current rabies vaccination or purchase of rabies vaccine voucher. Animals must be vaccinated after 4 months.
- B. Payment. Payment for the rabies vaccination provided for in this section will be the responsibility of the person redeeming the dog or cat. The owner must pay all related fees and fines prior to the release of the animal.

§ 16-17. Euthanasia of wounded, diseased, and unwanted animals.

Notwithstanding any other provision of this Chapter, any animal impounded which is badly wounded or diseased (not suspected of rabies) and has no identification shall be subject to euthanasia immediately upon approval of the Animal Services Director or his/her designee. If the animal has identification, the Animal Services Center shall attempt to notify the owner before euthanizing such animal.

§ 16-18. Relation to hunting laws.

Nothing in this Chapter is intended to be in conflict with the General Statutes regulating, restricting, authorizing or otherwise affecting dogs while used in lawful hunting.

§ 16-19. Violations and penalties.

The following penalties shall pertain to violations of this Chapter:

- A. Misdemeanor. The violation of any provision of this Chapter shall be a misdemeanor and any person convicted of such violation shall be punishable as provided in General Statutes 14-4 or other applicable law. Each violation of this Chapter (or if a continuing violation, each day in which the violation continues) is a separate offense. Each violation for each animal is a separate offense. Payment of a fine imposed in criminal proceedings pursuant to this subsection does not affect the liability for fees or civil penalties imposed under this Chapter.
- B. Enforcement. Enforcement of this Chapter may include any appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to N.C.G.S. 153A-123(d) and (e).
- C. Issuance of a citation. Issuance of a citation for violation of this Chapter is directed toward and against the owner. The purpose of issuing a citation is to affect the conduct of the owner by seeking to have the owner insure compliance with this Chapter. The issuance of a citation hereunder shall not affect the prosecution of a violation hereof as a misdemeanor as provided above. A citation shall:
- (1) Give notice of the violation(s) alleged of the owner;
 - (2) State the civil penalties for such violation(s);
 - (3) State the date by which any penalties for such violation(s) must be paid; and
 - (4) State that the County may initiate after such date a civil action to collect the civil penalties which are and may become due.
- D. Civil penalties. In addition to and independent of any criminal penalties and other sanctions provided in this article, violations of this article may also subject the offender to the civil penalties hereinafter set forth.
- (1) The Animal Services Director, Animal Enforcement Officers, Sheriff, or Sheriff's Deputies may issue to the known owner of any animal, or to any other violator of the provisions of this Chapter, a citation. Citations so issued may be delivered in person or mailed by certified or registered mail to the person charged if that person cannot be readily found. The citation shall impose upon the violator a minimum civil penalty of \$50 or such greater amounts for offenses as may be set by ordinance. The imposed civil penalty shall be paid in full to the Animal Services Center within 30 days of receipt of the citation assessing the civil penalty. This civil penalty is in addition to other fees or costs authorized by this Chapter.
 - (2) In the event that the owner of an animal or other alleged violator does not respond to the above-described citation, or the applicable civil penalty is not paid within the time period prescribed, a civil action may be commenced to recover the penalty and costs associated with collection of the penalty, and/or a criminal summons may be issued against the owner or other alleged violator of this Chapter and upon conviction, the owner shall be punished as provided by state law. The Sheriff is expressly authorized to initiate and prosecute small claims actions in District Court to collect civil penalties and fees due to the Department and may call on the County Legal Department for assistance as needed.
 - (3) Each violation of this Ordinance is a separate fine. Each day in violation and each animal kept in violation are considered separate offenses and may be fined for each individually.
 - (4) The following civil penalties are hereby established for each incident violation of this Chapter:

<u>Section Violated</u>	<u>Animal Service Civil Penalty Fee Schedule Description</u>	<u>Civil Penalty Fee</u>
16-7A	Interference with Animal Enforcement Officer, or agent (per incident)	\$500
16-7B	Concealment of an animal to evade ordinance (per day of violation)	\$100
16-8	Public nuisance:	
	First violation	Warning only
	Second violation	\$50
	Third (and subsequent) violation (per day of violation)	\$100
16-10	Keeping a dangerous/potentially dangerous dog:	

	Unattended/loose/unrestrained (per day)	\$500
	Without tattoo/microchip (per day)	\$500
	Failing to notify of change of address or death (per day)	\$500
	Failing to present proof of transferee responsibility (per day)	\$1,000
16-11	Mistreatment of an animal (per day)	\$500
16-13	Release of an animal from County-owned trap (per incident)	\$100
16-27	Keeping an aggressive animal:	
	Unattended/loose/ unrestrained (per day)	\$250
	Without tattooing/ microchip (per day)	\$100
	Failing to notify of change of address or death (per day)	\$100
16-26	Prohibition of giveaways in public places per incident per animal	\$50

- (5) Any person who fails to pay a fine within period of 30 days after receiving citation shall be deemed to have committed a misdemeanor and a warrant may be issued for the person's arrest. Prosecution under this section shall require proof of the occurrence of the underlying facts giving rise to the notice of citation.
 - (6) The owner of a dangerous or potentially dangerous animal shall be strictly liable in civil damages for any injuries or property damage the animal inflicts upon a person, his property or another animal as per N.C.G.S. 67-4.4.
 - (7) Violations taking place over continuous days shall be capped at 10 days per animal per violation unless there is evidence suggesting that the person has tried to interfere with Animal Enforcement Officers or obstruct justice in which case additional fines may accrue.
 - (8) The final determination regarding the imposition and amount of fines shall be determined by the County and alternative settlements shall be allowed where appropriate.
- E. Interference. It shall be unlawful for any person to interfere with, hinder, molest, resist or obstruct any employee or agent of the Department in the performance of any duty authorized by law or ordinance, or to seek to release any domestic animal in the custody of such employees or agents (including from traps, cages, or other enclosures) except as specifically provided or authorized by the Department.

§ 16-20. Severability.

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

§ 16-21. Fees.

Animal Services fees will be set each year in the County's budget resolution. All such fees owed must be paid prior to the release of any impounded animal.

§ 16-22. Collection of dogs and cats for resale prohibited.

It shall be unlawful for any person to collect living companion animals within the County for the purpose of resale. The term "collect" shall include but is not limited to home solicitations or the setting of traps on any land within the County for the purpose of reselling animals.

§ 16-23. Notice in case of injury.

It shall be unlawful for any person who causes injury to a domestic animal by any means, specifically including, but not limited to, hitting a domestic animal with any vehicle, within 24 hours of such injury, to fail to notify at least one (1) of the following:

- A. The owner of the animal;

- B. An Animal Enforcement Officer;
- C. An appropriate law enforcement official; or
- D. The Animal Services Center.

§ 16-24. Restraint/confinement of domestic animals required.

- A. No person owning or having charge, care, custody or control of any domestic animal shall cause, permit or allow the same to be or to run at large except while on the private property or premises of the person owning or having charge, care, custody or control of such domestic animal.
- B. When not on the owner's property, a domestic animal shall be under the control of a competent person and restrained by a leash, harness or other similar means of physical control.
- C. This section pertains to all domestic animals with the following exceptions:
 - (1) Dogs used for control of livestock as long as said animal is in the process of controlling livestock.
 - (2) Dogs used or trained for hunting as long as said animal is in the process of being trained by a trainer and/or owner or on a legal hunt in the presence of the owner.
 - (3) Dogs used or trained for exhibition, performance, or obedience, or similar event, as long as said animal is in the process of participating or training for in a kennel club, field trial or similar event.
 - (4) Dogs used for law enforcement while training and/or acting in the line of duty.
 - (5) Dogs may be allowed to run at large in off-leash areas of such properties as may be designated by Henderson County or the related municipality, that shall have the authority to establish such rules and regulations as reasonably necessary for the operation of such properties. Dogs in designated off-leash areas must be accompanied by their owner, be under vocal control, in the line of sight, and not cause a public nuisance, safety hazard, harass people or other domestic or wild animals.

§16- 25. Animal Abandonment

Unless otherwise specified by this Ordinance, animals, including domestic and livestock, that have been abandoned by their owner shall become the property of the County. For the purpose of this Ordinance, an abandoned animal shall be defined as an animal that is on public property or is reported on private property by the property owner whose owner is unknown and cannot be determined by a reasonable search by Enforcement Officers.

- A. Adoption and Euthanasia. Animals that have been abandoned shall be held by the Animal Services Department for 72 hours unless otherwise specified by this Ordinance. After 72 hours, Animal Services may adopt out or humanely destroy any abandoned animal.
- B. Redemption. Any person claiming to be the owner of an animal must pay the reclaim fee, boarding fee, any veterinary costs and any other costs incurred by the County for the animal prior to the animal being released. Redemption is defined as reclaim for lost, abandoned animals, or animals that have violated the Animal Ordinance and shall not include animals held under quarantine. In the case of cats and dogs, no animal shall be released without being microchipped. In the case of livestock, Animal Services may require some proof from the person of ownership of this animal prior to its release.
- C. Owner Search. Enforcement Officers shall conduct a reasonable search for the owner of the abandoned animal which may include but is not limited to a microchip scan, an investigation of the neighborhood, information supplied on the Animal Services website, or notices on local media outlets.
- D. Willful Abandonment. Any person found to be willfully releasing animals into the community, including but not limited to leaving animals by the side of the road, releasing animals into parks or leaving animals in parking lots shall be guilty of a misdemeanor as defined elsewhere in this Ordinance and may incur civil and criminal penalties. People may lawfully relinquish animals to the Animal Services Center without penalty.

§16 -26. Prohibition against giveaways in public places.

It shall be unlawful to display any animal in a public place for the purpose of selling, trading, or giving the animal away or used as a prize or inducement. For the purpose of this section, public place shall be defined as any place open to the general public including but not limited to malls, supermarkets, parking lots, flea markets, farmer's markets, road right-of-ways, and parks. This section does not apply to state regulated pet shops, commercial kennels, licensed animal shelters, veterinarian offices, licensed stockyards or livestock auctions or 501(c)(3) non-profits who adopt out animals with proof of rabies vaccination and alteration.

§16 -27. Aggressive Dog Controls

- A. General Provisions. It shall be unlawful for any person to own or in any way maintain or harbor an animal that is an Aggressive Animal except as provided in this section.
- B. Conflict of Laws. This section is not intended to conflict with any other provisions of State or local law including but not limited to Dangerous/Potentially Dangerous Dog provisions.
- C. Determination. Animal Enforcement Officers or the Animal Services Director or his/her designee may determine that an animal is aggressive.
 - (1) The determination must be made in writing and provided to the owner or keeper of the animal.
 - (2) Appeal. Any appeals under this provision must be made in writing to the Animal Services Director or postmarked within 3 calendar days from the time of the determination.
 - a. Upon receipt of the appeal, the Animal Services Appellate Board shall hear the appeal at its next regularly scheduled meeting.
 - b. From the time of the determination to the final decision of the appeal, the animal must be kept in the manner determined for aggressive animals.
- D. Control Measures.
 - (1) Restraint. An animal deemed aggressive must be under restraint by a competent person who by means of a leash, chain or rope has the animal under control at all times. Voice command is not an adequate restraint. Aggressive dogs may be permitted in public recreation areas including parks, dog parks, or greenways but only if the animal is muzzled.
 - (2) Secure enclosure. When not under the restraint of a competent individual as described above, the animal must be in a secure enclosure. A secure enclosure for the purpose of this section is either a building or a permanent fence in the yard with a padlock. Animal Enforcement officers shall determine whether the fence is adequate. Chaining, tethering or tying up is not a secure enclosure unless accompanied with a fence.
 - (3) Microchipping. Any animal deemed aggressive must be microchipped within 5 days of the determination.
 - (4) Signage. The owner of an aggressive animal must post a warning sign, of at least 120 square inches, that is to be visible to any adjoining property from each exposure of the residence or the structure in which the aggressive animal is confined. Each sign must have an approved graphic representation of an appropriate animal such that the dangerousness of the animal is communicated to those who cannot read, including young children.
 - (5) Transfer. Prior to any transfer to a new owner or to a new property (with or without consideration) of a deemed aggressive animal, the owner must provide to the Animal Services Department a written statement stating where the animal is going and who the new owner of the animal is. The transferring owner must make sure the new owner is aware and understands the precautions the owner must take as owner of an aggressive animal.
 - (6) Inspection. Animal Enforcement shall cause periodic inspections to be made of the premises where the animal is kept to assure compliance with the provisions of this Ordinance. The owner must permit these inspections at any reasonable time without notice to the owner from the Animal Enforcement Officers.
 - (7) No dog deemed aggressive may be adopted out.
- E. Penalties and Consequences of Noncompliance.
 - (1) Penalty. Penalties for violations of aggressive animals can be found in §66A-19.
 - (2) Impoundment. Animals that have been deemed aggressive and found running astray or being kept in a manner in violation of the Ordinance shall be impounded at the Animal Services Center. The animal shall not be returned to the owner until all fines, fees and related costs have been paid.
 - (3) Authority to immobilize or kill an aggressive dog. If any animal deemed aggressive, dangerous or potentially dangerous is running at large in public places or on private property without the permission of the owner or occupant of the property and such animal cannot be safely taken up and impounded, such animal may be slain by any law enforcement official or Animal Enforcement Officer.
- F. Exceptions. No animal shall be deemed aggressive in instances where:
 - (1) The person is unlawfully present on the premise occupied by the owner or keeper;

- (2) The behavior is committed against a person who has teased, abused, tormented, or assaulted the animal;
- (3) Where the person is committing or attempting to commit a crime;
- (4) The animal is involved in a hunt with its owner; or
- (5) Animal is protecting the owner or the animal's young.

§16 -28. Prohibition of possession of inherently dangerous or wild animals

- A. It shall be unlawful for any owner to keep, possess, harbor, or have under their control an inherently dangerous animal or a wild animal within the County.
- B. Exceptions: Persons with a valid and current government-issued license shall be exempt. Person must currently hold the license.
- C. Recapturing: The owner of any inherently dangerous animal or wild animal shall reimburse Henderson County for all costs incurred while attempting to recapture any escaped inherently dangerous mammal. If the animal is sheltered or euthanized by Animal Control, the owner shall also pay these costs.
 - (1) Animal Enforcement may take and impound an animal under these provisions at any time for the protection of public health, safety, and welfare.
 - (2) If an animal cannot be taken safely by Animal Enforcement or if proper and safe housing cannot be found for the animal, Animal Enforcement may immediately destroy the animal.
- D. Testing: In the event the County performs genetic testing on the animal, if the test provides positive returns, the owner may be held civilly liable for the cost of testing.

§16 -29. Through 16-49. (Reserved)

Article II - Miscellaneous

§ 16-50. Compliance with state rabies laws; supplement to state rabies laws.

- A. Failure to comply is unlawful. It shall be unlawful for any animal owner or other person to fail to comply with the state public health laws relating to the control of rabies.
- B. Providing procedure. It is the purpose of this Chapter to supplement the General Statutes by providing procedure for the enforcement of state laws relating to rabies control (in addition to the criminal penalties provided by the General Statutes).

§ 16-51. Vaccination of dogs, cats and other pets.

- A. Failure to vaccinate is unlawful. It shall be unlawful for an owner to fail to provide current vaccination against rabies for any dog or cat four months of age or older. Should it be required by the County Director of Public Health that other pets be vaccinated in order to prevent a threatened epidemic or to control an existing epidemic, it shall be unlawful for an owner to fail to provide current vaccination against rabies for that pet.
- B. Current rabies vaccination. The owner of every dog and cat over four months of age shall have the animal vaccinated against rabies. The time or times of vaccination shall be established by the State Veterinary Commission. Rabies vaccine shall be administered as required in N.C.G.S. 130A-185.
- C. Adopted animals. Every dog or cat adopted from the Animal Services Center shall be vaccinated by a licensed veterinarian or certified rabies vaccinator within 30 days of adoption unless the animal is under 4 months and then it shall be vaccinated when medically possible or when animal is brought back for spay or neuter surgery. If the animal is over 4 months and not vaccinated prior to adoption, a rabies vaccine voucher shall be purchased. Owners shall have the burden to provide vaccine information to Animal Enforcement and Animal Services after the animal received the vaccine. If proof of vaccination is not provided to Animal Services within 30 days of adoption, Animal Services shall keep the deposit. In addition, the adopted animal may be impounded by Animal Enforcement Officers and/or penalties may be assessed against the owner.
- D. Failure to vaccinate; penalty. The owner of a dog or cat not having a current rabies vaccination shall be subject to a civil penalty as determined in this Chapter if such owner does not produce a

valid and current rabies vaccination tag or form within 5 days of the demand for same by an Animal Enforcement Officer or law enforcement officer. Failure to produce the tag or form under this subsection is a separate offense for each animal.

- E. Certification of vaccination. The owners of dogs and cats 4 months of age or older shall have the dogs or cats vaccinated against rabies with an approved vaccine administered by a licensed veterinarian. The veterinarian shall issue the owner of the animal a vaccination certificate and such owner shall retain such certificate until vaccination is renewed. At the time of vaccination, an owner shall be issued a metal tag by the veterinarian showing the information required by North Carolina state law.
- F. Tag required to be worn. Every owner of a cat or dog shall affix a rabies tag on the dog or cat at all times while off its owner's premises. It shall be unlawful for any person other than the owner to remove the tag from the dog or cat. Tags do not have to be worn in the following situations: confinement on owner's premises, animal shows, obedience trials, tracking tests, field trials, training schools or events by a recognized organization, or supervised hunting.
- G. Tag, certificate, etc. not transferable. No person shall use a rabies tag or veterinarian certificate or receipt for any dog or cat than for the dog or cat to which the rabies tag, veterinarian certificate or receipt was issued.
- H. Owner to provide proof of vaccination. Any Animal Enforcement Officer or any law enforcement officer may at any reasonable time require an owner to provide proof of rabies vaccination for any animals. Any owner not possessing a current rabies tag, certificate or receipt for such dog or cat over 4 months of age shall fall under the "Enforcement" section below.
- I. Impoundment. Any animal found off the owner's property not wearing the required vaccination tag or an animal that has been under investigation by law enforcement in the last 30 days and did not have proper rabies identification at the time or subsequently on or off the owner's property shall be impounded by an Animal Enforcement Officer. During the impoundment period, the Animal Enforcement Officer shall make reasonable efforts to locate the animal's owner. No animal shall be released until it is vaccinated against rabies, has a rabies voucher or the Animal Services Center is presented with evidence of its current vaccination. An animal impounded under this section shall be released to its owner upon payment of all applicable fees, payment for care during the impoundment and cost of vaccination when necessary.
- J. Enforcement.
 - (1) If an animal is found without a rabies tag on the owner's property, the owner shall have 5 calendar days to obtain proper proof of vaccination and present to Animal Enforcement.
 - a. After 5 days, Animal Enforcement may check the vaccination on the animal and if there is still no proof of rabies vaccination, the owner shall be assessed a rabies fine for 5 days.
 - b. If after 5 days, the owner has proof of rabies vaccination for the animal(s), no fine shall be assessed.
 - (2) If an animal is found off the owner's property, the animal shall be impounded for 72 hours for owner reclaim. Prior to release, the animal's vaccination history shall be verified and a rabies vaccine voucher shall be purchased if required.

§ 16-52. Report and confinement of dogs and cats biting persons or showing symptoms of rabies.

- A. Quarantine. Every dog or cat that has bitten a person or that shows symptoms of rabies shall be confined immediately and shall be promptly reported to the Animal Services Center, and thereupon shall be securely quarantined, at the direction of the Animal Services Center, for 10 days commencing from the time of the bite. Animals quarantined under this section shall be confined at the expense of the owner.
 - (1) All dogs and cats shall be housed at the Animal Services Center unless approved by the Public Health Director or his/her designee in writing.
 - (2) Animals may be quarantined in approved veterinary quarantine at the veterinarian's office. This must be approved by the County Director of Public Health in writing. In instances where this option is used, the owner must sign a document produced by the County where the owner accepts all liability for the animal. At the end of the quarantine, the owner or the veterinarian must provide documentation stating the animal does not have rabies and has been properly vaccinated against rabies.

- (3) Animals quarantined at the Henderson County Animal Shelter must be claimed no more than 24 hours after the end of the quarantine period. After this period the animal shall be considered relinquished to Henderson County Animal Services.
- B. Authority to seize animals for noncompliance. If the owner or the person who controls or possesses the dog or cat refuses to confine the animal as required by this section, the County Director of Public Health may order seizure of the animal and its confinement for 10 days in such a place as the County Director of Public Health designates, at the expense of the owner.
 - C. Disposition of animal other than dog, cat or ferret. An animal other than a dog or cat or ferret that bites a person shall be immediately euthanized and its head forwarded to the North Carolina State Laboratory of Public Health for rabies testing.
 - D. Quarantine of stray animals. In the case of stray animals whose ownership is not known, the supervised quarantine required by this section shall be at the Animal Services Center.
 - E. Authority to euthanize unclaimed animals. If any animal is unclaimed after a 10 day confinement, then the Animal Services Director may have the animal euthanized.
 - F. Release from quarantine. If rabies does not develop within the 10 day quarantine period under this section, the animal may be released from quarantine to its owner. If the animal had been confined by the Henderson County Sheriff's Department, upon reclaiming the animal, the owner shall pay any such fee established by resolution of the Board of County Commissioners for each day of confinement to defray the cost of sheltering the animal.
 - G. Report of bites. Every physician or other medical practitioner who treats a person or persons for any animal bite or scratch or any person having knowledge of an animal bite or scratch shall within 12 hours, report such treatment to the Animal Services Center giving the name, age, sex and precise location of the bitten/scratched person or persons and such other information as the officer or agency may require.
 - H. Euthanization of wounded, diseased or suffering animals. Badly wounded, diseased, or suffering animals that are suspected of having rabies may be humanely euthanized immediately and the head forwarded for rabies testing.

§ 16-53. Destruction or confinement of animal bitten by known rabid animal.

- A. Animals not vaccinated against rabies that are bitten by or exposed to a known rabid animal or rabies suspect shall be immediately destroyed, unless the owner agrees to strict isolation of the animal at a veterinary hospital for a period of up to 6 months at the owner's expense unless a similar quarantine facility is approved by the Public Health Director.
- B. If the animal has a current rabies vaccination, it shall be revaccinated within 72 hours of the bite.

§ 16-54. Area-wide emergency quarantine.

- A. Quarantine ordered. When reports indicate a positive diagnosis of rabies in an animal found within Henderson County or any adjacent County, the County Director of Public Health may order an area-wide quarantine for such period, as he/she deems necessary. Upon invoking such emergency quarantine, no dog or cat may be taken or shipped from the County without written permission of the County Director of Public Health. The Director of Public Health can place a moratorium on adoptions of animals from the County Shelter. All Animal Services and law enforcement officers are duly authorized by North Carolina General Statutes § 130A-195 to seize, impound or shoot any dog or cat found not under control in the County during an emergency quarantine. During the quarantine period, the County Director of Public Health shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the County.
- B. Extension of quarantine. In the event there are additional positive cases of rabies occurring during the period of quarantine, such period of quarantine may be extended at the discretion of the County Director of Public Health.

§ 16-55. Postmortem rabies testing.

- A. Testing of dogs or cats under observation. If a dog or cat dies while under observation for rabies, the dog or cat shall be submitted to the Western Animal Disease Diagnostic Laboratory for shipment to the State Laboratory of Public Health for rabies testing.
- B. Surrender of dead dog or cat. The carcass of any dead dog or cat exposed to rabies shall be surrendered to the Animal Services Center. The animal shall be submitted to the State Laboratory of Public Health for rabies testing.

§ 16-56. Unlawful killing or releasing of certain animals.

It shall be unlawful for any person to kill or release any dog or cat that is under observation for rabies, suspected of having been exposed to rabies, or having bitten a human; or to remove such dog or cat from the County without written permission from the County Director of Public Health. Violation of this section shall be subject to penalties as prescribed in § 16-58.

§ 16-57. Failure to surrender dog or cat for quarantine or euthanasia.

It shall be unlawful for any person to fail or refuse to surrender any dog or cat for quarantine or euthanasia as required in this Chapter when demand is made therefore by the County Director of Public Health or his/her designee.

§ 16-58. Civil penalties.

In addition to and independent of any criminal penalties and other sanctions provided in this article, violation of this article may also subject the offender to the civil penalties hereinafter set forth:

- A. The Animal Services Director, Animal Enforcement Officers, Sheriff, or Sheriff's Deputies may issue to the known owner of any animal, or to any other violator of the provisions of this Chapter, a citation. Citations so issued may be delivered in person or mailed by certified or registered mail to the person charged if that person cannot be readily found. The citation shall impose upon the violator a minimum civil penalty of \$50 or such greater amounts for offenses as may be set by this ordinance. The imposed civil penalty shall be paid in full to the Animal Services Center within 30 days of receipt of the citation assessing the civil penalty. This civil penalty is in addition to other fees or costs authorized by this Chapter.
- B. In the event that the owner of an animal or other alleged violator does not appear in response to the above-described citation or the applicable civil penalty is not paid within the time period prescribed, a civil action may be commenced to recover the penalty and costs associated with collection of the penalty, and/or criminal summons may be issued against the owner or other alleged violator of this Chapter. Upon conviction, the owner shall be punished as provided by state law. The Sheriff is expressly authorized to initiate and prosecute small claims actions in District Court to collect civil penalties and fees due to the Department and may call on the County Legal Department for assistance as needed.
- C. The following civil penalties are hereby established and subject to revision by the Board of County Commissioners for each incident violation of this Chapter:

<u>Section Violated</u>	<u>Animal Service Civil Penalty Fee Schedule Description</u>	<u>Civil Penalty Fee</u>
16-51C	Failure to have current rabies vaccination for an animal (per day, not including quarantine time)	\$100
16-56	Killing or release of an observed animal	\$500
16-57	Failure to surrender an animal for rabies quarantine (per day)	\$250

§ 16-59 Spay-Neuter Assistance Program

- A. Purpose. To promote spay and neuter of domestic dogs and cats by providing funds and education for alteration for Henderson County residents on spay and neuter services and issues.
- B. Assistance Program. For the purpose of this section, adoption means not commercially sold and includes all rescues, havens, shelters or other animal welfare, non-profit organizations in Henderson County, in addition to the County Animal Services Center.
- C. Assistance Program.
 - (1) Authority. Henderson County Animal Services is authorized to establish, equip, operate, maintain and provide spay/neuter services for Henderson County dogs and cats. Animal Services is likewise authorized to contract with any individual, corporation, nonprofit organization, governmental body or any other group for the purpose of providing alteration services for Henderson County cats and dogs.
 - (2) Assistance Fund. Henderson County Animal Services Center may establish a Spay and Neuter Assistance Program Fund to collect and distribute funds to assist eligible residents of Henderson County with financial resources for animal alteration. These monies may

also be used toward education program costs. Funds collected at the Henderson County Animal Services Rabies Clinics shall be contributed to this fund.

- (3) SNAP Voucher program. Vouchers may be available at the Henderson County Animal Services Center to low-income residents of Henderson County which may be redeemed for spay/neuter services at designated local providers.
- (4) Boarding charge. Henderson County Animal Services shall establish a return date by which a person submitting an animal for alteration shall pick up the animal or be subject to a reasonable boarding fee as established by Henderson County to commence after the return date. If the animal is not picked up within 5 business days of the return date, Animal Services shall consider the animal abandoned and/or relinquished and may adopt out or euthanize the animal as necessary.

D. Education program.

- (1) Written Information. Henderson County will prepare and distribute educational information to Henderson County pet owners regarding responsible pet ownership and retention, importance of animal alteration, and resources to assist eligible pet owners have their animals altered.
- (2) Educational events. Henderson County may coordinate with related organizations and individuals to provide Henderson County residents with classes, events, and other activities to enhance the community's awareness of animal issues including animal overpopulation, responsible pet ownership and retention and the importance of alteration.
- (3) Henderson County may prepare and distribute educational information regarding responsible pet ownership, animal alteration, spay/neuter assistance, and resources for assistance with other issues.
- (4) Educational Events. Henderson County may coordinate with related organizations and individuals to provide Henderson County residents with classes, events, and other activities to enhance the community's awareness of animal issues.

§16-60 Through 16-85. (Reserved)

Article III Companion Animal Registry

§16-86. Companion Animal Registration. No household shall own, house, or care for more than 10 domestic animals on their property without registering with Animal Services Center.

- A. Law enforcement shall be permitted to inspect all registered parties at any time. Refusal of inspection shall be grounds for registry revocation.
- B. The owner must notify Animal services if the number of animals increases.

§16-87. Enforcement.

Failure to comply with the provisions of this Article may result in criminal or civil penalties as contemplated in §16-19 of this Ordinance. Violators with more than 10 animals who are not registered or have excess animals from their registry must pay \$50 per additional animal more than 10 per day they are in violation. Excess animals may also be impounded at the owner's expense. Excess animals impounded under this Article must be reclaimed within 24 hours of impoundment or become the immediate property of Henderson County.

§16-88. Compliance with Existing Laws.

Nothing in this Article shall be construed to conflict or supplant any federal, state or municipal laws, rules or regulations especially those concerning the licensing of kennels, shelters or pet shops. Nor shall anything in this Article conflict with any state, local, or municipal laws regarding land use.

§ 16-89 Through 16-93. (Reserved)

Article IV. Livestock

§ 16-94. Allowing livestock to run at large forbidden.

If any person shall intentionally, willfully, knowingly or negligently allow his livestock to run at large, he shall be guilty of a Class 3 misdemeanor.

§ 16-95. Impounding livestock at large; right to recover costs and damages.

Any person may take up any livestock running at large or straying and impound the same; and such impounder may recover from the owner the reasonable costs of impounding and maintaining the livestock as well as damages to the impounder caused by such livestock, and may retain the livestock, with the right to use with proper care until such recovery is had. Reasonable costs of impounding shall include any fees paid in order to locate the owner.

§ 16-96. Notice and demand when owner known.

If the owner of impounded livestock is or becomes known to the impounder, actual notice of the whereabouts of the impounded livestock must be immediately given to the owner and the impounder must then make demand upon the owner of the livestock for the costs of impoundment and the damages to the impounder, if any, caused by such livestock.

§ 16-97. Notice when owner not known.

If the owner of the impounded livestock is not known or cannot be found, the impounder shall inform the register of deeds that he has impounded the livestock and provide the register of deeds with a description of the livestock. The register of deeds shall record the information in a book kept for that purpose, and shall charge the impounder a fee of \$10.00. The register of deeds shall immediately publish a notice of the impoundment of the animal by posting a notice on the courthouse door. The notice on the courthouse door shall be posted for 30 days, and shall contain a full description of the livestock impounded, including all marks or brands on the livestock, and shall state when and where the animal was taken up. The impounder shall publish once, in some newspaper published and distributed in the county, a notice containing the same information as the notice posted by the register of deeds. The fees for publishing the notice shall be paid by the impounder.

§ 16-98. Determination of damages by selected landowners or by referee.

If the owner and impounder cannot agree as to the cost of impounding and maintaining such livestock, as well as damages to the impounder caused by such livestock running at large, then such costs and damages shall be determined by three disinterested landowners, 1 to be selected by the owner of the livestock, 1 to be selected by the impounder and a third to be selected by the first 2. If within 10 days a majority of the landowners so selected cannot agree, or if the owner of the livestock or the impounder fails to make his selection, or if the 2 selected fail to select a third, then the Clerk of Superior Court of the county where the livestock is impounded shall select a referee. The determination of such costs and damages by the landowners or by the referee shall be final.

§ 16-99. Notice of sale and sale where owner fails to redeem or is unknown; application of proceeds.

If the owner fails to redeem his livestock within 3 days after the notice and demand as provided herein is received or within 3 days after the determination of the costs and damages as provided in this article, then, upon written notice fully describing the livestock, stating the place, date, and hour of sale posted at the courthouse door and 3 or more public places in the township where the owner resides, and after 10 days from such posting, the impounder shall sell the livestock at public auction. If the owner of the livestock remains unknown to the impounder, then, 30 days after publication of the notice required herein, the impounder shall post at the courthouse door and 3 public places in the township where the livestock is impounded a written notice fully describing the livestock, and stating the place, date, and hour of sale. After 20 days from such posting, the impounder shall sell the livestock at public auction. The proceeds of any such public sale shall be applied to pay the reasonable costs of impounding and maintaining the livestock and the damages to the impounder caused by the livestock. Reasonable costs of impounding shall include any fees paid pursuant to this article in an attempt to locate the owner of the livestock. The balance, if any, shall be paid to the owner of the livestock, if known, or, if the owner is not known, then to the school fund of the county where the livestock was impounded.

§16-100. Illegally releasing or receiving impounded livestock misdemeanor.

If any person willfully releases any lawfully impounded livestock without the permission of the impounder or receives such livestock knowing that it was unlawfully released, he shall be guilty of a Class 3 misdemeanor.

§ 16-101. Impounded livestock to be fed and watered.

If any person shall impound or cause to be impounded any livestock and shall fail to supply to the livestock during the confinement a reasonably adequate quantity of good and wholesome feed and water, he shall be guilty of a Class 3 misdemeanor.

§ 16-102. Right to feed impounded livestock; owner liable.

When any livestock is impounded under the provisions of this Chapter and remains without reasonably adequate food and water for more than 24 hours, any person may lawfully enter the area of impoundment to supply the livestock with food and water. Such person shall not be liable in trespass for such entry and may recover of the owner or, if the owner is unknown, of the impounder of the livestock, the reasonable costs of the food and water.

§ 16-103. Penalties for violation of this Article.

A violation of this article is a Class 3 misdemeanor.

§ 16-104. Domestic fowls running at large after notice.

If any person shall permit any turkeys, geese, chickens, ducks or other domestic fowls to run at large on the lands of any other person while such lands are under cultivation in any kind of grain or feedstuff or while being used for gardens or ornamental purposes, after having received actual or constructive notice of such running at large, he shall be guilty of a Class 3 misdemeanor.

If it shall appear to any magistrate that after 3 days' notice any person persists in allowing his fowls to run at large in violation of this section and fails or refuses to keep them upon his own premises, then said magistrate may, in his discretion, order the Sheriff or other officer to kill the fowls when they are running at large as herein provided.

§16-105. Codification of General Statutes.

This Article codifies N.C.G.S. Chapter 68, Article 3, its subsequent amendments, additions, or deletions, and the case law of the State of North Carolina arising there under.

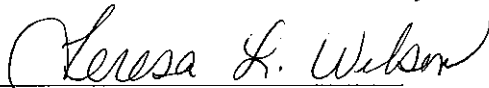
§16-106. Through 16-125. (Reserved)

This Chapter, including revisions, was approved by the Henderson County Board of Commissioners on this the 20th day of November, 2013.



Charlie Messer, Chairman

Attest: (County Seal)



Terry Wilson, Clerk to the Board



HENDERSON COUNTY BOARD OF COMMISSIONERS

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THOMAS THOMPSON
Vice-Chairman

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J. MICHAEL EDNEY
GRADY HAWKINS

RESOLUTION DESIGNATING NOVEMBER AS ADOPTION MONTH

- WHEREAS,** every child deserves to learn and grow under the care of a loving family; and,
- WHEREAS,** approximately 400,000 children in the United States foster care system and approximately 2,263 children in North Carolina are waiting to be adopted into permanent families; and,
- WHEREAS,** Twenty-nine (29) children in Henderson County are waiting for their forever family; and,
- WHEREAS,** Fifteen (15) Henderson County children were adopted into forever families in FY 12-13 and fifteen (15) children have been adopted since July 1, 2013; and,
- WHEREAS,** Henderson County recognizes the importance of giving children permanent, safe and loving families through adoption;


NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners, at their meeting on November 20, 2013, does hereby designate November 2013 as Adoption Month and calls upon citizens, community agencies, faith groups, elected leaders and businesses to observe this month by honoring the professionals who work to make children's dreams of a permanent home a reality, answering the call of finding safe and permanent families for needy children and supporting the families who have opened their hearts and homes to a child in need.

Adopted this the 20TH day of November, 2013.




CHARLIE MESSER, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



TERESA L. WILSON, CLERK TO THE BOARD

THIS LEASE is made as of _____ by and between
NORFOLK SOUTHERN RAILWAY, _____ Corporation (the "Landlord") and
COUNTY OF HENDERSON, a Not _____ (the "Tenant").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost 21.00 in Hendersonville, Henderson County, North Carolina, having an area of 9,350 square feet, more or less, the location and dimensions of which are substantially shown on print dated August 26, 2013, hereunto annexed as Exhibit "A" attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for to construct a portion of a multi-purpose athletic field with artificial turf and fence and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as Exhibit "B" are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on September 1, 2013, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on September 1, 2013 (the "Rental Commencement Date") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of THREE HUNDRED AND NO/100 DOLLARS (\$300.00). The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is

✓

replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

5. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

6. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Unless otherwise agreed by the parties hereto, any alterations or improvements to the Premises made by Tenant shall become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any improvements or repair any alterations in order to restore the Premises to the condition

existing at the time Tenant took possession. Notwithstanding the foregoing, Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

7. Return of Premises. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease in the same condition and repair as when first received, normal wear and tear excepted. Tenant agrees to remove its moveable equipment and trade fixtures from the Premises at the expiration or prior termination of this Lease. Tenant shall immediately repair any damage arising out of any such removal in a manner acceptable to Landlord. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

8. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

9. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

10. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

11. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

12. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS

ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

13. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*, Resource Conservation and Recovery Act 42 U.S.C. 6901 *et seq.* (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.* Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall

promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

14. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 12 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any

monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

15. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

16. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

17. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

18. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE - 12th Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: County of Henderson, 100 North King Street, Hendersonville, North Carolina 28739, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

19. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on

the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

20. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

21. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

22. Taxes. Tenant agrees to reimburse Landlord, as additional rental, for all real estate taxes and assessments (regular or special) pertaining to the Premises ("Taxes") paid by Landlord with respect to the Premises. Landlord may, but shall not be obligated to, invoice Tenant for the estimated Taxes for each calendar year (but no more frequently than monthly), which amount shall be adjusted each year based upon anticipated Taxes. If the Premises are part of a larger tract, the Taxes for which Tenant is responsible for reimbursing Landlord pursuant to the terms hereof shall be the share of such total Taxes that Landlord reasonably determines are applicable to the Premises, giving due consideration to the relative value of the Premises and the value of the land and improvements reflected in the applicable tax valuation. Upon request from Tenant, Landlord shall provide Tenant with copies of tax bills for the Taxes. If Landlord has been invoicing Tenant for Taxes and the tax bills indicate that the total of the payments made by Tenant exceeds the amount of Taxes applicable to the Premises, Landlord shall credit any such amount against the Tax reimbursement payment next coming due. In the event the accounting shows that the total of the Tax payments made by Tenant is less than the amount of Tax payment due from Tenant under this Paragraph, the accounting shall be accompanied by an invoice for the additional payment. During the year in which the Lease terminates, Landlord shall have the option to invoice Tenant for Taxes based upon the previous year's Taxes. If this Lease commences on a day other than the first day of a tax year or ends on a day other than the last day of a tax year, the amount of any Taxes payable by Tenant applicable to the year in which the term commences or ends shall be prorated. Tenant agrees to pay any sum due under this Paragraph within ten (10) days following receipt of the invoice showing the amount due.

23. Rent Increase Notice. In addition to the rights set forth in Article 14 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

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

Witness:

Signature _____
Name: _____

Witness:

Signature _____
Name: _____

Witness:

Signature _____
Name: _____

Witness:

Signature _____
Name: *Megan Pine*

JNL:slc October 25, 2013 1185672 1088051v1

LANDLORD:

NORFOLK SOUTHERN RAILWAY COMPANY
a Virginia corporation

By: _____
Name: _____
Title: _____

Date of Landlord Signature: _____

[SEAL]

TENANT:

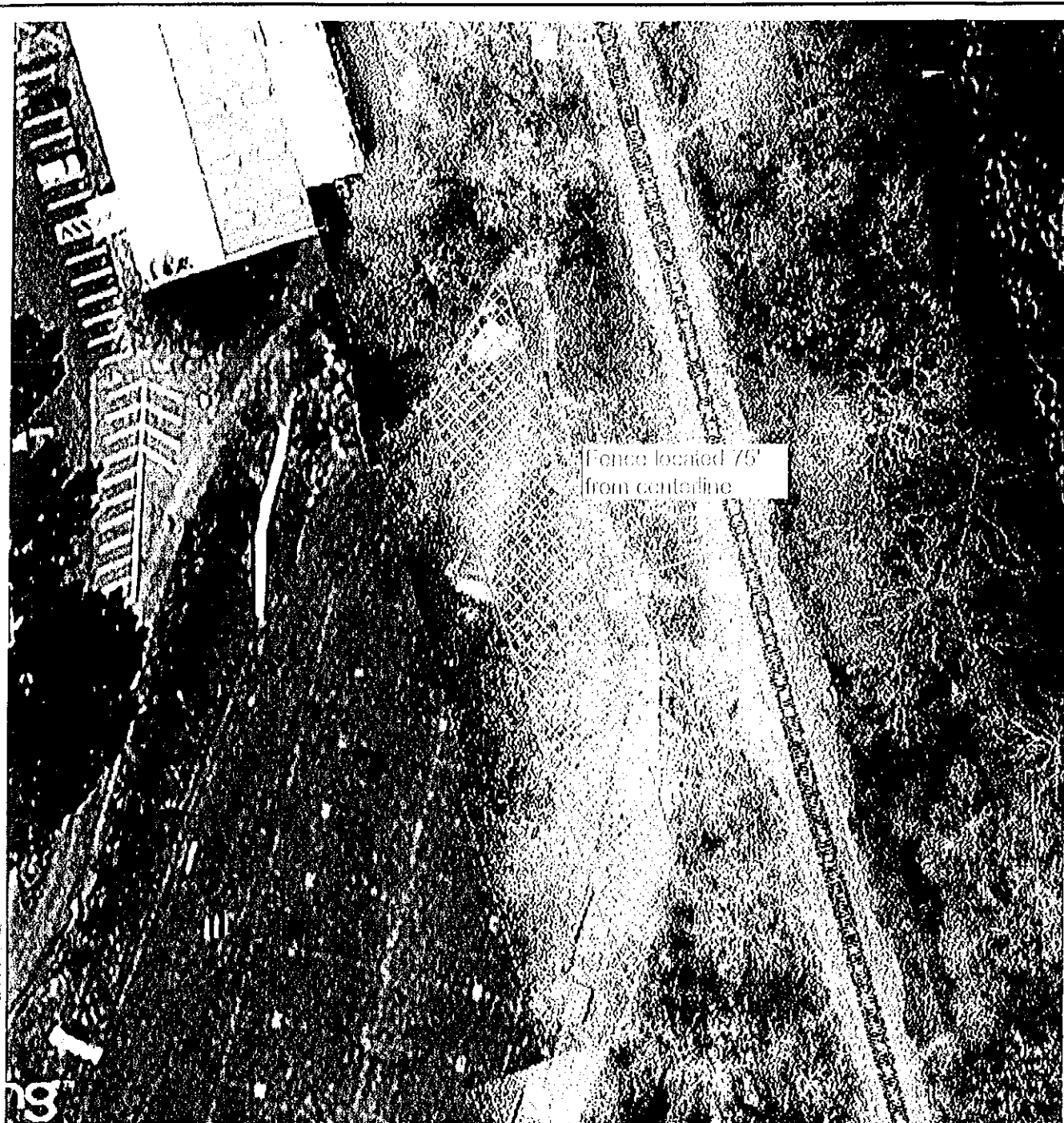
COUNTY OF HENDERSON
a North Carolina government entity

By: *[Signature]*
Name: *Matthew H. Lewis*
Title: *Director*

Date of Tenant Signature: *11/25/13*

[SEAL]





**NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department**

Landlord: NORFOLK SOUTHERN RAILWAY COMPANY

LAT: 35.309364 LONG: -82.448979

Location: Hendersonville, North Carolina

Tenant: COUNTY OF HENDERSON

Area: 9,350 square feet, more or less

Maps: Val 48 - Map 6 - Par 1

Milepost: W-21

Activity No: 1185672

Exhibit A

Date: August 26, 2013

Not To Scale



Handwritten initials or mark.

EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND COUNTY OF HENDERSON, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

Tenant-Owned Improvements. Tenant shall have the right to use and maintain the existing Tenant-Owned artificial turf and fence (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

EXHIBIT C

SAMPLE LETTER

Date
Activity Number

UPS GROUND
Mr. John Q. Tenant
XYZ Company
12345 Main Street
Anytown, State USA

RE: Anytown, County, State – Lease dated _____ between Norfolk Southern Railway Company (“Landlord”) and XYZ Company (“Tenant”) covering real property.

Dear Mr. Tenant:

Norfolk Southern Corporation is currently conducting a review of property value and rent structure for all real estate leases for its subsidiaries (including Landlord). Review of the captioned Lease indicates the current rent is below market value. While we endeavor to keep the rent reasonable, it has become necessary to make some adjustments. Therefore, we find it necessary to amend the Lease as follows:

1. The current rent will be increased from \$ _____ to \$ _____, effective “date in the future” (“the Commencement Date”), payable in advance, as provided in the Lease.
2. Hereafter, on each anniversary of the Commencement Date, the rent will be changed by the same percentage change as reflected in the “Consumer Price Index for All Urban Consumers (CPI_U) (1982-1984=100) U. S. City Average, All Items: compiled by the Bureau of Labor Statistics of the United States Department of Labor (the “Index”). In no event, however, will the adjusted rent be less than the rent of the immediately preceding year.

All other terms and conditions of the Lease will remain unchanged and in full force and effect.

Landlord will regard your remaining on the property after the above Commencement Date as your acknowledgment and acceptance of the rental increase and agreement that the Lease is amended.

If you have any questions or no longer wish to lease this property, please provide written notice to this office within thirty (30) days from the date of this letter. If termination is necessary, Tenant will be required to vacate, remove any Tenant-owned improvements from the property, and otherwise act in accordance with the Lease.

We appreciate having you as a Tenant and hope you will continue to lease this property.

Sincerely,

/s/
John Q. Agent



Norfolk Southern Corporation
Real Estate and Contract Services
1200 Peachtree Street, NE, 12th Floor
Atlanta, Georgia 30309-3579

Suzanne L. Congdon
Property Agent
My Direct Line is:
Phone: (404) 962-5808
Fax: (404) 653-3436
E-Mail: suzanne.congdon@nscorp.com

October 25, 2013
Activity 1185672

UPS GROUND

Mr. Marcus Jones
County of Henderson
Historic Courthouse Square Suite #6
Hendersonville, NC 28792

RE: Hendersonville, Henderson County, North Carolina – Proposed Lease Agreement between Norfolk Southern Railway Company and County of Henderson, concerning real property having an area of 9,350 square feet, more or less, located at Milepost 21.00; \$300.00 annual rent;

Dear Mr. Jones:

Enclosed are duplicate originals of the referenced Lease for your handling for execution and witnessing. Thereafter, return both originals to me for execution on behalf of Landlord, after which a fully-executed original will be returned to you for your file. DO NOT DATE the Lease, as we will do so at the time of Landlord's execution. Below are the items required by Landlord in order to complete the file:

- Both originals of the Lease, signed and witnessed on behalf of County of Henderson.
- A check in the amount of \$300.00, payable to Norfolk Southern Railway Company, for the first rental payment.
- Fax a copy of the Certificate of Insurance, as required by Paragraph 21 of the Lease, to my attention at 404-653-3436, and forward the original directly to: Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510-2191. Instruct your insurance company to name Norfolk Southern Railway Company as an additional insured and certificate holder. For answers to questions concerning the insurance requirements, please contact Mr. Scott Dickerson at (757) 629-2364 or email NSRISK1@nscorp.com. (Sample Certificate of Insurance enclosed) The Certificate of Insurance must be approved and the Lease fully-executed before occupation of the property can be permitted.

The terms and conditions of this Lease shall be valid for thirty (30) calendar days from the date of this letter. If you are unable to execute the Lease within the thirty (30) calendar day time frame, please advise this office in writing of your intent or risk cancellation of your file.

Your cooperation is appreciated. If you have any questions regarding this matter, please contact me referring to the activity number above.

Sincerely,

Suzanne L. Congdon

Enclosure
1088240v1/IDL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2009

PRODUCER Insurance Broker's Name & Address	THIS CERTIFICATION 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 Customer's Name & Address on Agreement	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E: Insurance Company</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company		INSURER B: Insurance Company		INSURER C: Insurance Company		INSURER D: Insurance Company		INSURER E: Insurance Company	
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COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
B	Y	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as an additional insured.

CERTIFICATE HOLDER Norfolk Southern Railway Company Three Commercial Place Norfolk, VA 23510-2191	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 Broker's Signature
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

HENDERSON COUNTY BOARD OF COMMISSIONERS

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

CHARLIE MESSER
Chairman
THOMAS THOMPSON
Vice-Chairman

LARRY YOUNG
J. MICHAEL EDNEY
GRADY HAWKINS

RESOLUTION DESIGNATING NOVEMBER AS ADOPTION MONTH

WHEREAS, every child deserves to learn and grow under the care of a loving family; and,

WHEREAS, more than 400,000 are in foster care in the United States, with over 104,000 children of those (and approximately 2,263 in North Carolina) waiting to be adopted into permanent families; and,

WHEREAS, Twenty-nine (29) children in Henderson County are waiting for their forever family; and,

WHEREAS, Fifteen (15) Henderson County children were adopted into forever families in FY 12-13 and fifteen (15) children have been adopted since July 1, 2013; and,

WHEREAS, Henderson County recognizes the importance of giving children permanent, safe and loving families through adoption;

NOW, THEREFORE, BE IT RESOLVED that the Henderson County Board of Commissioners, at their meeting on November 20, 2013, does hereby designate November 2013 as Adoption Month and calls upon citizens, community agencies, faith groups, elected leaders and businesses to observe this month by honoring the professionals who work to make children's dreams of a permanent home a reality, answering the call of finding safe and permanent families for needy children and supporting the families who have opened their hearts and homes to a child in need.

Adopted this the 20TH day of November, 2013.



CHARLIE MESSER, CHAIRMAN
HENDERSON COUNTY BOARD OF COMMISSIONERS

ATTEST:



TERESA L. WILSON, CLERK TO THE BOARD

**HENDERSON COUNTY
NORTH CAROLINA**

Before the Board of Commissioners

The Board finds that there exists a substantial inequality in the population of the Board of Commissioner "residency districts", as that term is defined in North Carolina Session Laws 1998-175, 1995-215, and 1973-861.

The Board further finds that pursuant to these Session Laws, the Board has the ability to redefine such residency districts.

The Board further finds that the newly defined residency districts on the attached plan makes the population of such districts more nearly equal, reducing the range of overall deviation.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HENDERSON
COUNTY RESOLVES AS FOLLOWS:**

1. The Board of Commissioner "residency districts", as that term is defined by North Carolina Session Laws 1998-175, 1995-215, and 1973-861, are hereby redefined, as shown in the attached document, incorporating Henderson County election precincts as they exist on 20 November 2013.
2. This act is effective upon adoption.
3. A certified copy of this resolution shall be supplied by the Clerk to the Board to the North Carolina Secretary of State and to the Chairman of the Henderson County Board of Elections within ten (10) days hereof.

Adopted by a unanimous Board after motion duly made, this the 20th day of November,
2013.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: Charles Messer
CHARLES MESSER, Chairman

Attest:

Alesia F. Wilson
Clerk to the Board of Commissioners