

**Watauga County
Annual Retreat
February 17 & 18, 2022**



Board of Commissioners
John Welch, Chairman
Billy Kennedy, Vice-Chairman
Carrington Pertalion
Larry Turnbow
Charlie Wallin



WATAUGA COUNTY

OFFICE OF THE
COUNTY MANAGER

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MEMORANDUM

TO: Watauga County Board of Commissioners

FROM: Deron Geouque **DTC**
County Manager **Z**

SUBJECT: Annual Retreat

DATE: February 8, 2022

The economic growth in North Carolina is projected to be steady but not as strong as the previous year. The supply chain along with employment issues continues to plague the County. The County continues to experience escalation in costs for goods and services. While the County has been able to make significant adjustments to our pay plan; hiring and retention of employees continues to be a struggle. The State unemployment rate in December was 3.7%, down from 3.9% in November. The County unemployment rate is currently 2.3% which is down from 4.8% in December of 2020.

The County received \$10,911,724 in American Recovery Plan (ARP) funding. These funds are required to be obligated by December 31, 2024 and spent by December 31, 2026. The Board has approved the expenditure of \$7,750,000 for broadband services in the County. The expenditure is a game changer and will provide the ability for citizens to remote learn, receive treatment through telemedicine, and telework; something that many have not been able to do because of the lack of broadband. The remaining funds are designated to the Valle Crucis Elementary School, Kill/Chill, Sheriff's Office COVID testing and safety gear, and the remaining balance will be discussed at the retreat. Considerable staff time will be obligated to ensure compliance and monitoring of ARP projects.

Sales and property taxes remain strong with staff still following a conservative approach regarding the budgeting of sales tax revenue. Property and sales taxes are the County's two (2) primary sources of revenue with sales tax being the most volatile. During the recession of 2009 and 2010, the County sales tax dropped \$1.4 million and \$1.3 million, respectively, for an overall decrease of 22%. As a result, staff continues a conservative approach in budgeting sales tax revenues and allocating any additional funds above normal historic growth to capital reserve. County revenues and expenditures are trending near budgeted levels established by the FY 2021-2022 budget.

The Tax Department will complete the 2022 Tax Revaluation this year. State law requires all counties to conduct a reappraisal at least once every eight years. The goal of reappraisal is to distribute the overall property tax burden equitably across the County based on current market values. The reappraisal takes effect January 1, 2022. The new market values will be used to calculate the tax bills from the Summer of 2022 until the next reappraisal. The 2022 Reappraisal Notices will be mailed to all Watauga County property owners at the end of March 2022.

Beech Mountain and the County successfully worked together to add and station a 24-7 ambulance crew in the town limits. However, the agreement requires approval by Avery County per North Carolina General Statutes. Approval has yet to be given by Avery County so the placement is pending. The change will allow for enhanced service to the Beech Creek area in Watauga County. Additionally, the County converted an existing 9-hour crew to a 24-hour crew in January 2021. Staff will continue to monitor the 9-hour crew in Blowing Rock to determine the best impact to the overall system.

April 26, 2022 will mark the one-year anniversary of the opening of the Community Recreation Center. The opening has been a resounding success with the community. COVID-19 continues to place many burdens on staff and members. However, staff has done a tremendous job in navigating the hurdles and obstacles of opening a new facility during this tumultuous time.

In conclusion, Commissioner feedback will be crucial in developing a budget that reflects the Board's goals and vision for the County. Information will be provided regarding the County's current fiscal status. Department and outside agency funding requests will be provided for the Board's review. The County remains financially solid due to the planning and leadership from the Board and execution by County staff.

TENTATIVE RETREAT AGENDA
WATAUGA COUNTY BOARD OF COMMISSIONERS
COMMISSIONERS' BOARDROOM
WATAUGA COUNTY ADMINISTRATION BUILDING, BOONE, NC
FEBRUARY 17 & 18, 2022

TIME	TOPIC	PRESENTER	PAGE
THURSDAY, FEBRUARY 17, 2022			
12:00 PM	OPENING REMARKS AND LUNCH	MR. DERON GEOUQUE	
1:00 PM	HOUSING NEEDS ASSESSMENT PRESENTATION	MR. PATRICK BOWEN	1
1:30 PM	FY 2022 REVIEW AND DISCUSSION OF FY 2023 BUDGET	MS. MISTY WATSON	28
	A. Revenues		28
	B. Expenditures		29
	C. Debt Service Report		33
	D. Budget Calendar		35
	E. Special Appropriations		36
1:45 PM	REVIEW OF CURRENT CAPITAL IMPROVEMENT PLAN (CIP)	MR. DERON GEOUQUE & MR. ROBERT MARSH	52
	A. Current CIP Status Report		52
	B. Valle Crucis Elementary School		53
	C. County Facilities Assessment Update		75
	D. Courthouse Parking Deck		77
	E. Courthouse Roof Repairs Update		81
	F. Human Services and Law Enforcement Roof Replacement		81
	G. ARPA Projects/Funding		88
	1. COVID-19 Expenses i.e. inmate testing	\$270,000	
	2. Law Enforcement Safety Gear	\$30,000	
	3. Broadband	\$7,750,000	89
	4. Kill/Chill Water/Sewer	\$500,000	131
	5. Valle Crucis School Water/Sewer	\$2,145,000	
	6. Undesignated ARPA Funding	\$216,724	136
	7. Outside Agency Requests		
	H. Library		140
	I. School Facilities		141
3:30 PM	BREAK		
3:35 PM	SANITATION FACILITY UPGRADES	MR. REX BUCK	144
4:15 PM	ANIMAL CARE AND CONTROL ORDINANCE	MR. ERIC PRESNELL	153
4:45 PM	BREAK		
5:00 PM	APPALACHIAN DISTRICT HEALTH	MS. JENNIFER GREENE	
5:15 PM	WATAUGA MEDICS	MR. CRAIG SULLIVAN	408
	A. Annual Report		
	B. Future Needs		
6:00 PM	COUNTY MANAGER'S SUMMARY	MR. DERON GEOUQUE	
7:00 PM	RECESS UNTIL FRIDAY, FEBRUARY 18, 2022 AT 9:00 AM		

FRIDAY, FEBRUARY 18, 2022			
8:30 AM	BREAKFAST		
9:00 AM	MIDDLE FORK GREENWAY UPDATE	MS. WENDY PATOPRSTY	
9:15 AM	WATAUGA TDA	MR. MATT VINCENT	437
		MR. WRIGHT TILLEY	
9:45 AM	2022 REVALUATION	MR. LARRY WARREN	442
10:00 AM	CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE	DR. MARK POARCH	486
10:30 AM	SCHOOL BOARD FUNDING ISSUES	DR. SCOTT ELLIOTT & SCHOOL BOARD MEMBERS	
	A. FY 2023 Funding Needs		
	B. Schools' Capital Improvement Plan		
11:30 AM	PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS MATTERS	MR. WILL HOLT	487
	A. Centralized Dispatch		487
	B. Systems Update		493
11:45 AM	MISCELLANEOUS & COMMISSIONER MATTERS	MR. DERON GEOUQUE	
	A. State Issues		
	B. Commissioner Matters		
11:55 PM	WRAP UP, GOALS & OBJECTIVES, BOARD DIRECTIVES		
12:00 PM	ADJOURN		

HOUSING NEEDS ASSESSMENT

High Country,
North Carolina

2021



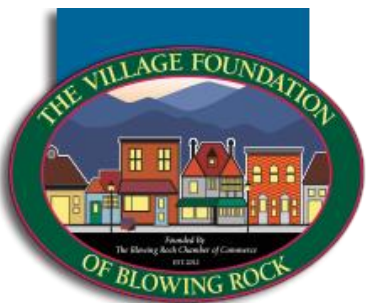
BOWEN
NATIONAL
RESEARCH

ACKNOWLEDGEMENTS

Bowen National Research would like to thank the following entities for their support and resources that they provided to help complete this study.



High Country Home Builders Association



We would also like to thank all property owners, leasing agents, employers and stakeholders that provided valuable data and information for this assessment. A full list of sources can be found in Addendum H.

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- VIII. Housing Gap Estimates
- IX. Community Input Results and Analysis

Addendum A – Boone and Blowing Rock Submarket Analyses

Addendum B – Field Survey of Conventional Rentals

Addendum C – Non-Conventional Rental Survey

Addendum D – Housing Development Opportunity Profiles

Addendum E – Community Survey Results

Addendum F – Glossary

Addendum G – Qualifications

Addendum H – Sources

Addendum I – Best Practices

I. INTRODUCTION

A. PURPOSE

NC REALTORS® and several other entities, all listed on the acknowledgements page of this report, retained Bowen National Research in August of 2021 for the purpose of conducting a Housing Needs Assessment (HNA) of the High Country Region in North Carolina. Specifically, the High Country Region consists of Alleghany, Ashe, Avery, and Watauga counties.

With changing demographic and employment characteristics and trends expected over the years ahead, it is important for the Region and its citizens to understand the current market conditions and projected changes that are expected to occur that will influence future housing needs. Toward that end, this report intends to:

- Provide an overview of the present-day High Country Region.
- Present and evaluate past, current, and projected detailed demographic characteristics.
- Present and evaluate employment characteristics and trends, as well as the economic drivers impacting the Region.
- Determine current characteristics of all major housing components within the market (rental housing alternatives and for-sale/ownership).
- Provide housing gap estimates by tenure and income segment.
- Evaluate ancillary factors that affect housing market conditions and development (e.g., commuting/migration patterns, community services, blighted properties, and development opportunities).
- Collect community input from area employers and community stakeholders in the form of an online survey and interviews.

By accomplishing the study's objectives, government officials, area stakeholders, and area employers can: (1) better understand the Region's evolving housing market, (2) establish housing priorities, (3) modify or expand local and/or county government housing policies, and (4) enhance and/or expand the Region's housing market to meet current and future housing needs.

B. METHODOLOGIES

The following methods were used by Bowen National Research:

Study Area Delineation

The primary geographic scope of this study focused on the High Country Region. As such, the Primary Study Area (PSA) is the four counties that make up the High Country Region (Alleghany, Ashe, Avery, and Watauga counties). We also provided various metrics for each individual county as well as for the towns of Boone and Blowing Rock. State and national data was used, when available, as a base of comparison for selected data sets. Maps of the study areas are provided in Section III of this report.

Demographic Information

Demographic data for population, households, and housing was secured from ESRI, the 2000 and 2010 U.S. Census, the U.S. Department of Commerce, and the American Community Survey. This data has been used in its primary form and by Bowen National Research for secondary calculations. All sources are referenced throughout the report and in Addendum H. Estimates and projections of key demographic data for 2021 and 2026 were also provided.

Employment Information

Employment information was obtained and evaluated for various geographic areas that were part of this overall study. This information included data related to wages by occupation, employment by job sector, total employment, unemployment rates, identification of top employers, and identification of large-scale job expansions or contractions. Most information was obtained through the U.S. Department of Labor, Bureau of Labor Statistics. Bowen National Research also conducted numerous interviews with local stakeholders familiar with the area's employment characteristics and trends.

Other Housing Factors

We evaluated other factors that impact housing, including employee commuting patterns, resident mobility patterns, availability of common community services, residential development costs, and residential development opportunities. This data was provided for the overall Region, its counties and, when applicable, compared with state and national data.

Housing Component Definitions

This study focuses on rental and for-sale housing components. Rentals include multifamily apartments (generally five+ units per building), non-conventional rentals such as single-family homes, duplexes, units over storefronts, etc., and off-campus student rental housing. For-sale housing includes individual homes, mobile homes, and projects within subdivisions.

Housing Supply Documentation

From September through December of 2021, Bowen National Research conducted telephone research, as well as online research, of the area's housing supply. Additionally, market analysts from Bowen National Research traveled to the area in November of 2021, conducting research on the housing properties identified in this study, as well as obtaining other on-site information relative to this analysis. The following data was collected on each multifamily rental property:

1. Property Information: Name, address, total units, and number of floors
2. Owner/Developer and/or Property Manager: Name and telephone number
3. Population Served (i.e., seniors vs. family, low-income vs. market-rate, etc.)
4. Available Amenities/Features: Both in-unit and within the overall project
5. Years Built and Renovated (if applicable)
6. Vacancy Rates
7. Distribution of Units by Bedroom Type
8. Square Feet and Number of Bathrooms by Bedroom Type
9. Gross Rents or Price Points by Bedroom Type
10. Property Type
11. Quality Ratings
12. GPS Locations

For-sale housing data included details on home price, year built, location, number of bedrooms/bathrooms, price per-square-foot, and other property attributes. Data was analyzed for both historical transactions and currently available residential units.

Housing Demand

Based on the current demographic data for 2021 and projected data for 2026, as well as taking into consideration the housing data from our field survey of area housing alternatives, we are able to project the potential number of new units the PSA (High Country Region) can support. The following summarizes the metrics used in our demand estimates.

- *Rental Housing* – We included renter household growth, the number of units required for a balanced market, the need for replacement housing, commuter/external market support, cost burdened households, and step-down support as demand components in our estimates for new rental housing units. As part of this analysis, we accounted for vacancies reported among all surveyed rental product. We concluded this analysis by providing the number of units that the market can support by different income segments and rent levels.
- *For-Sale Housing* – We included owner household growth, the number of units required for a balanced market, the need for replacement housing, commuter/external market support, cost burdened households, and step-down support as the demand components in our estimates for new for-sale housing units. As part of this analysis, we accounted for available/listed for-sale product. We concluded this analysis by providing the number of units that the market can support by different income segments and price point levels.

C. REPORT LIMITATIONS

The intent of this report is to collect and analyze significant levels of data for the Region and its various submarkets. Bowen National Research relied on a variety of data sources to generate this report (see Addendum H). These data sources are not always verifiable; however, Bowen National Research makes a concerted effort to assure accuracy. While this is not always possible, we believe that our efforts provide an acceptable standard margin of error. Bowen National Research is not responsible for errors or omissions in the data provided by other sources.

We have no present or prospective interest in any of the properties included in this report, and we have no personal interest or bias with respect to the parties involved. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or use of this study. Any reproduction or duplication of this study without the expressed approval of NC REALTORS® or Bowen National Research is strictly prohibited.

II. EXECUTIVE SUMMARY

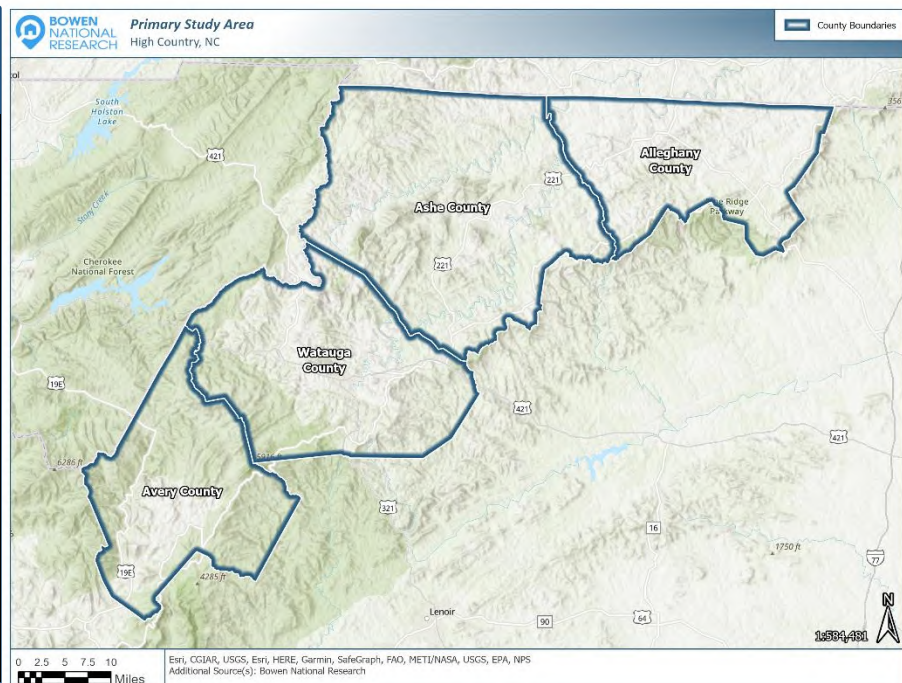
The purpose of this report is to evaluate the housing needs of the High Country Region of North Carolina that consists of the counties of Alleghany, Ashe, Avery, and Watauga. To that end, Bowen National Research conducted a Housing Needs Assessment that considers the following:

- Demographic Characteristics and Trends
- Economic Conditions and Trends
- Existing Housing Stock Costs, Availability, and Conditions
- Various Other Housing Factors (Commuting Patterns, Migration Patterns, Community Services, Residential Blight, and Development Opportunities)
- Quantified Housing Gap Estimates
- Stakeholder and Employer Survey Results

Based on these metrics, we were able to identify housing needs by affordability and tenure (rental vs. ownership) and provide recommendations on possible ways to address local housing issues. This Executive Summary provides key findings and recommended strategies to address housing needs.

Geographic Study Areas

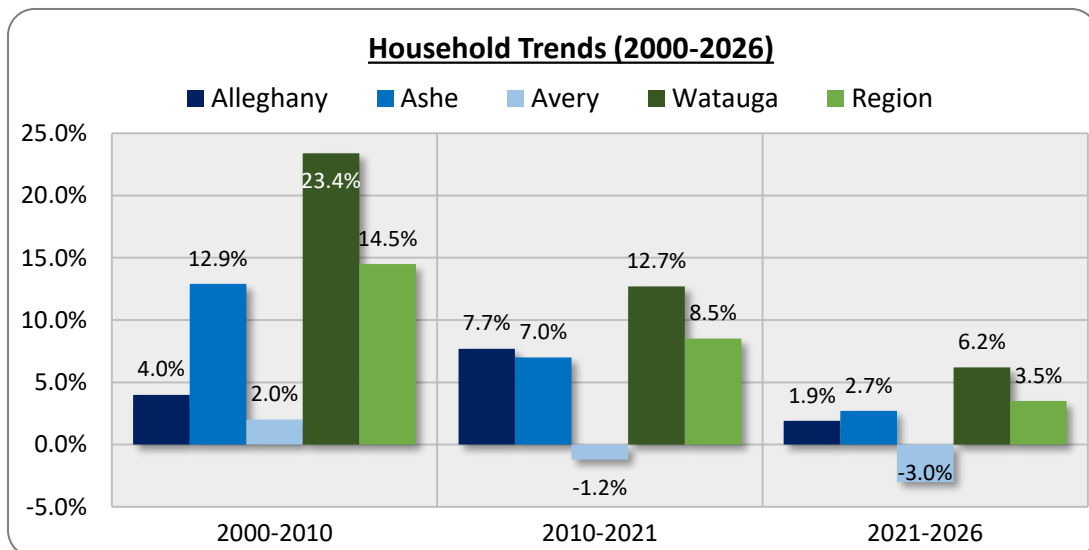
This report focuses on the High Country Region, also referred to as the Primary Study Area (PSA), which consists of the four far northwest North Carolina counties of Alleghany, Ashe, Avery, and Watauga. Additional information is provided for the towns of Blowing Rock and Boone, both located in Watauga County. Enlarged maps are included starting on page III-3 of this report.



Demographics

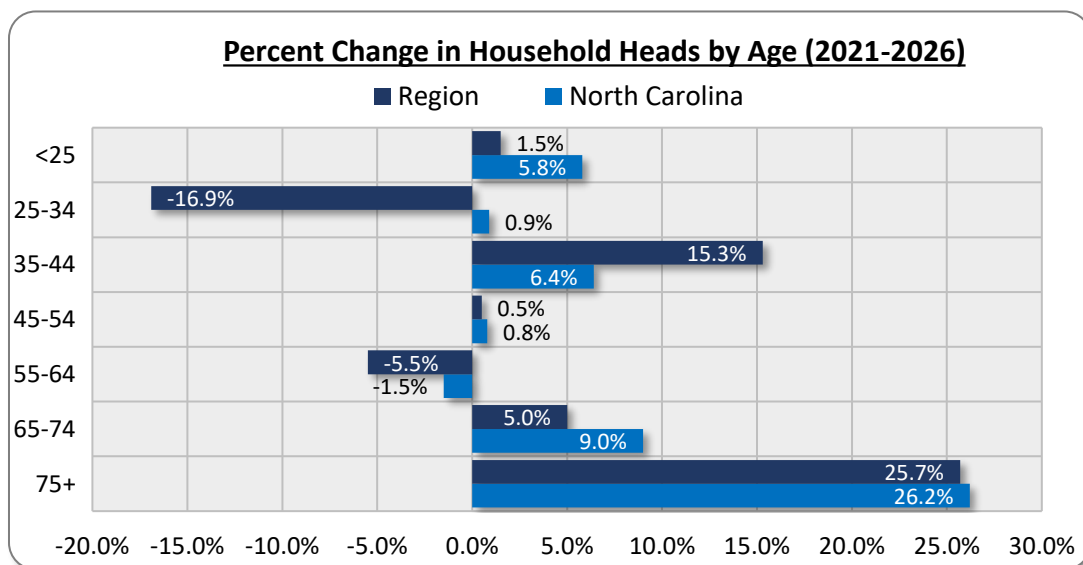
High Country Region’s population and household growth have been positive and are expected to remain positive for the foreseeable future; The projected demographic growth will add to the demand for housing within much of the Region.

Population and Household Growth in the High Country Region have been Very Positive since 2010 and are Projected to Continue to Grow Through 2026 – The High Country Region experienced a *population* increase of 8,617 (8.0%) between 2010 and 2021. Watauga County had the highest rate of population growth (12.1%) among counties in the Region, while Avery County experienced a population decrease of 193 (-1.1%) during this period. The towns of Boone and Blowing Rock each had population increases above 15.0% between 2010 and 2021. During the past 11 years, the number of *households* in the PSA (High Country Region) increased by 3,702 (8.5%), a lower rate of growth compared with the state of North Carolina (13.5%). Households in Watauga County increased by 12.7% during this period, outpacing the Region as a whole. Avery County decreased in overall households between 2010 and 2021, while Alleghany County and Ashe County experienced household increases of 7.7% and 7.0%, respectively. The towns of Boone and Blowing Rock each experienced household growth of 16.9% over the past 11 years. Projections indicate that the High Country Region will continue to experience household growth over the next few years. The Region is projected to increase by over 1,600 households (3.5%) between 2021 and 2026. Much (85.8%) of this household growth is projected to take place in Watauga County, while households in Avery County are projected to decrease by 3.0%. These growth trends will affect future housing needs within the Region. Regardless, with positive demographic growth trends expected to occur throughout most of the Region, the housing needs are expected to increase across most geographic areas. This positive demographic growth will contribute to the demand for additional housing in the PSA.



Mirroring national trends, the High Country Region is expected to experience notable growth among aging millennials (ages 35 to 44) and seniors (ages 65 and older) between 2021 and 2026. This expected growth will drive the demand for more maintenance-free housing such as apartments and condominiums, amenity-rich projects, and product that enables seniors to downsize and millennials to raise growing families.

Household Growth is Projected to be Positive Among Aging Millennials (ages 35 to 44) and Seniors (ages 65 and older) Through 2026, Adding to the Need for Housing that Meets the Specific Needs of These Age Cohorts – The largest share (18.4%) of households by age in the PSA (High Country Region) in 2021 is headed by a person between the ages of 65 and 74. By 2026, it is projected that households headed by a person between the ages of 65 and 74 will still represent the largest share (18.7%) of households in the Region. Significant growth is also projected among households headed by a person age 75 and above, as households within this age group are projected to increase by over 25% between 2021 and 2026. Projections indicate that by 2026 over 35% of the Region’s households will be headed by a person age 65 and above, which would suggest increased demand for senior-oriented housing. Notable household growth in the Region is also projected among households headed by a person between the ages of 35 and 44. By 2026, households within this age group are projected to increase by 912 (15.3%). The preceding household age characteristics and trends are expected to influence housing needs within the Region over the next several years. Specifically, these trends point to a likely increasing need for senior-oriented housing in all four counties in the Region, while family-oriented housing will be a growing need primarily within Watauga County, most notably outside the town of Boone.



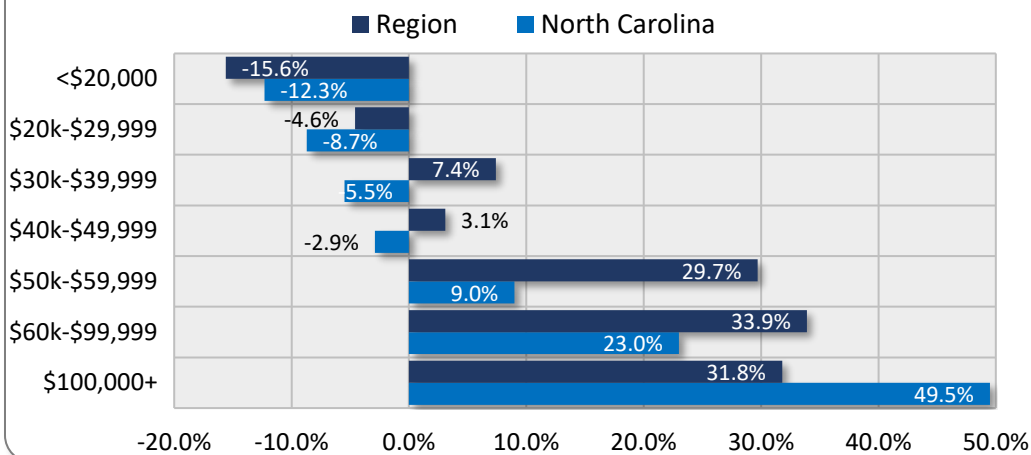
While Lower-Income Households Represent a Notable Portion of the Region’s Households, Particularly Among Renters, Most Renter and Owner Household Growth is Projected to Occur Among Higher Income Households – The PSA is projected to experience *renter* household growth among households earning \$50,000 or more over the next five years. This represents a development opportunity for higher end market-rate product. However, as of 2021, over half (55.0%) of all renter households in the PSA have incomes below \$30,000. Virtually all rental product affordable to these lower income households is occupied and most properties maintain wait lists. In 2021, nearly one-half (47.8%) of *owner* households in the PSA earn \$60,000 or more. Over the next five years, the PSA is projected to experience notable growth within the income segment of \$60,000 or more, with the greatest growth expected to occur among those earning \$100,000 or more. This growth among moderate- and higher-income households will drive demand for for-sale product generally priced at \$200,000 and higher across much of the Region. However, with limited available product priced under \$300,000, more affordable for-sale housing product is needed in the Region.

Households by Tenure & Income

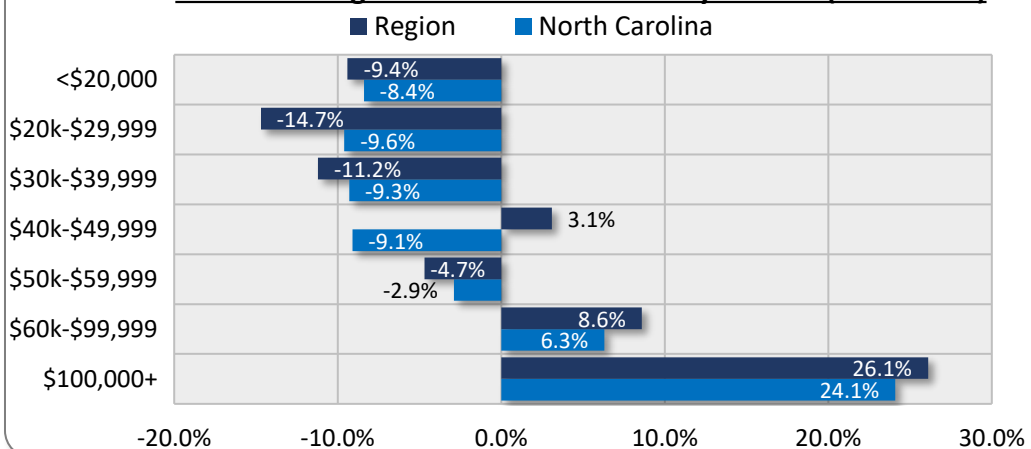
While most of the projected growth of *renter* households in the Region is expected to occur among higher income households (earning above \$50,000 annually), leading to increased demand for market-rate rental housing, most renter households will still earn below \$30,000 by 2026. As such, *affordable* rental alternatives will remain a critical component to the local housing market.

Owner household growth is primarily projected to occur among households earning \$60,000 or more a year during the next five years in the Region. This growth will add to the demand for for-sale product generally priced at \$200,000 or greater. However, the lack of available supply priced below \$200,000 will continue to pose a challenge for many households, including first-time homebuyers.

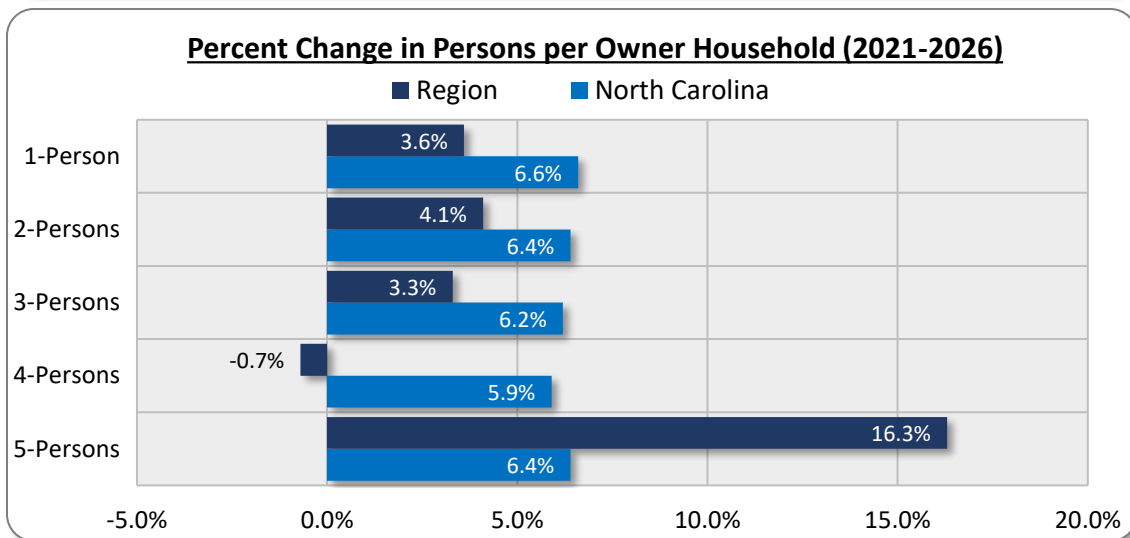
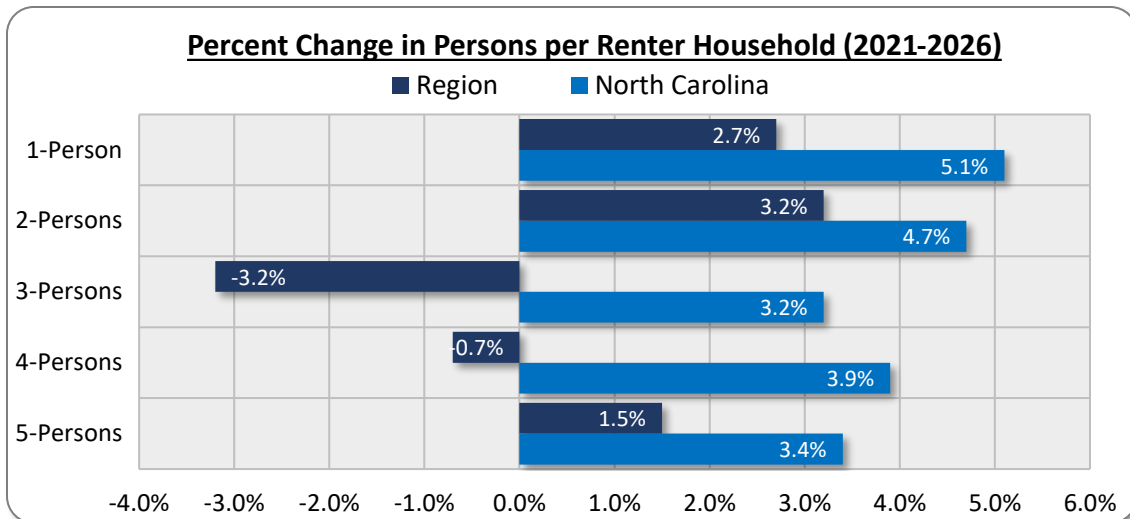
Percent Change in Renter Households by Income (2021-2026)



Percent Change in Owner Households by Income (2021-2026)



Household Growth by Household Size is Expected to Occur in Smaller Renter Households and Both Smaller and Larger Owner Households – In 2021, one-person and two-person *renter* households represent over 70% of renter households in the Region. Note that one-person and two-person households also represent the largest shares of renter households in *each* of the four counties that make up the Region, as well as in the towns of Boone and Blowing Rock. Due to the significant share and projected increases of one-person and two-person households in the Region, rental projects targeting smaller bedroom types (one- and two-bedroom units) will need to be developed. Two-person households represent nearly half of all PSA (High Country Region) *owner* households in 2021. Combined, one-person and two-person owner households make up over 72% of all owner households in the Region. Projections indicate that while all owner household sizes will increase over the next five years, the most notable growth in the PSA will occur among two-person households. The largest *percent* increase is projected to occur among five-person or larger owner households, which are expected to increase by 16.3% over the next five years. Based on these anticipated trends, there will likely be a growing need for smaller (studio to two-bedroom) *rental* units and larger (three-bedroom or greater) *for-sale* housing units in the market.



Economy & Workforce

Key Economic Metrics in the High Country Region had been Positive During Much of the Preceding Decade, which Appears to have Recovered From the Impact of COVID-19

– Excluding the COVID-19 influenced economy of 2020, the PSA economy has exhibited many positive characteristics over the past several years, with the employment base growing and the unemployment rate declining in each of the past 10 years. Monthly unemployment rates within the subject counties exceeded 11% in spring of 2020 due to COVID-related shut down and stay-at-home orders. As of October 2021, the unemployment rate within the four study counties ranged from 2.7% to 3.3%, all below pre-COVID levels of spring 2020. As such, it appears that the local economy has fully recovered from the effects of COVID-19 and is trending in a positive direction.

Despite the Influence of the Tourism Industry, the Local Economy is Relatively Well Balanced, which Adds to the Economic Stability and Strength of the Region

– The labor force within the PSA (High Country Region) is concentrated primarily in four sectors: Retail Trade (21.3%), Accommodation & Food Services (13.6%), Health Care & Social Assistance (12.0%), and Educational Services (8.5%). Collectively, these four job sectors represent over half (55.4%) of the PSA’s employment base. Although the Retail Trade sector comprises over one-fifth of the employment base, which is often vulnerable to economic downturns, employment within the PSA is generally well distributed among most sectors. Given tourism’s influence on this Region, it is not surprising that two of the largest employment industries within the Region include Accommodation & Food Services and Retail Trade. While both of these sectors were initially adversely impacted by COVID-19, local sources indicate that these sectors have recovered well over the past year and they have returned to pre-COVID performance levels.

Investments and New Jobs Planned for the Area Should Contribute to Continued Economic Growth for the Area

– According to a variety of local sources, the area is expected to undergo millions of dollars in both public and private sector investments that will add jobs to the area and increase economic activity for the foreseeable future. Several local stakeholders acknowledged that the lack of available and affordable housing in the area is impacting their ability to attract new employees and retain current employees, which is also limiting their opportunities to grow.

Additional economic data and analysis is included in Section V of this report.

Housing Supply

A High Share of Households within the Region Pay Disproportionately High Shares of Income Toward Housing and Many Live in Substandard Housing Conditions –

The PSA’s (High Country Region) estimated median home value of \$223,906 is above the state’s estimated value of \$217,574. However, the average gross rent of \$878 for the PSA is roughly \$100 lower than the state’s average. Cost burdened households are those that pay more than 30% of their income toward their housing costs (rent or mortgage). While the shares of cost burdened households in the Region are very comparable to the state averages, there are an estimated 6,448 renter households and 5,524 owner households that are cost burdened. It should also be pointed out that more than 1,200 households in the Region live in substandard housing, such as overcrowded units or housing that lacks

complete indoor kitchens or plumbing. Therefore, both affordability and quality of housing are issues many area households are facing.

Housing Affordability Remains a Challenge for Many Area Households

With Over 12,000 housing cost burdened households in the Region, affordable housing alternatives should be part of future housing solutions.

Household Income, Housing Costs and Affordability								
	2021 Households (Estimated)	Median Household Income	Estimated Median Home Value	Average Gross Rent	Share of Cost Burdened Households*		Share of Severe Cost Burdened Households**	
					Renter	Owner	Renter	Owner
Blowing Rock	1,435	\$65,816	\$436,585	\$1,012	21.4%	25.5%	11.0%	11.9%
Boone	19,771	\$31,202	\$286,653	\$971	64.7%	14.9%	48.6%	3.6%
Alleghany County	12,019	\$41,423	\$160,836	\$608	40.3%	21.9%	20.3%	11.5%
Ashe County	29,058	\$45,307	\$188,638	\$681	25.6%	16.8%	12.9%	6.5%
Avery County	17,604	\$42,893	\$179,917	\$785	43.7%	18.7%	23.5%	7.8%
Watauga County	57,248	\$49,616	\$272,764	\$976	53.8%	17.9%	38.2%	6.1%
High Country Region	115,929	\$46,460	\$223,906	\$878	45.8%	18.2%	29.9%	7.1%
North Carolina	10,822,111	\$57,681	\$217,574	\$979	43.3%	19.9%	20.6%	7.9%

Source: American Community Survey (2015-2019); ESRI; Urban Decision Group; Bowen National Research

*Paying more than 30% of income toward housing costs

**Paying more than 50% of income toward housing costs

	Housing Age and Conditions											
	Pre-1970 Product				Overcrowded				Incomplete Plumbing or Kitchen			
	Renter		Owner		Renter		Owner		Renter		Owner	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Blowing Rock	47	27.5%	121	26.1%	0	0.0%	0	0.0%	10	5.8%	4	0.9%
Boone	813	21.6%	627	31.9%	39	1.0%	0	0.0%	62	1.7%	12	0.6%
Alleghany County	253	21.6%	837	22.3%	85	7.3%	42	1.1%	4	0.3%	27	0.7%
Ashe County	1,359	47.2%	2,497	27.6%	37	1.3%	107	1.2%	15	0.5%	93	1.0%
Avery County	524	32.3%	1,202	24.4%	54	3.3%	84	1.7%	0	0.0%	30	0.6%
Watauga County	2,058	24.5%	3,079	24.4%	311	3.7%	52	0.4%	171	2.0%	90	0.7%
High Country Region	4,194	29.8%	7,615	25.1%	487	3.5%	285	0.9%	190	1.3%	240	0.8%
North Carolina	345,494	25.0%	586,767	22.7%	59,009	4.3%	32,558	1.3%	21,333	1.5%	13,640	0.5%

Source: American Community Survey (2015-2019); ESRI

Limited availability among multifamily apartment rentals in the Region creates a challenge for the area but also represents a development opportunity for additional product.

Apartment Rentals are in High Demand and There is Pent-Up Demand for Housing that Serves Very Low- and Low-Income Renter Households – Overall, demand for multifamily rental housing is very strong within the PSA (High Country Region), given that only one of the 919 surveyed units were vacant, resulting in an overall 99.9% occupancy rate. In typical, well-balanced rental housing markets, the occupancy rate is generally between 94% and 96%. As such, the local market’s 99.9% occupancy rate is extremely high and indicates that the market is suffering from a significant shortage of multifamily rental housing. This shortage of housing exists across the entire Region. Based on interviews with property management companies and leasing agents, several projects have wait lists with a combined total of 312 households waiting for an available unit, indicating there is pent-up demand for such product. According to a representative with the Northwestern Regional Housing Authority, there are approximately 925 Housing Choice Voucher holders within the housing authority’s jurisdiction, and 392 people currently on the waiting list for additional Vouchers. Given the lack of available rental units in the overall PSA, along with the long property and Voucher wait lists, there is clear pent-up demand for affordable product throughout the Region. As such, there appears to be a development opportunity for a variety of rental products. Median collected rents range from \$365 for a studio unit in Alleghany County to \$2,200 for a three-bedroom unit in Watauga County. More than half of the surveyed market-rate projects consist of two-bedroom/2.0-bathroom units or larger with median rents of \$920 or higher. At this rent level, a household would have to have an annual income of \$36,800 or higher. As shown in the Demographics section of this study, 55.0% of the Region’s renters have incomes below \$30,000. As a result, a large portion of area renter households could not afford most two-bedroom or larger units if one did become available.



Linville Cove Apartments
Newest (2013) Tax Credit Project
(Fully Occupied, Senior 55+)

The table below summarizes the surveyed multifamily rental supply by project type.

High Country Region - Surveyed Multifamily Rental Housing Supply							
Market Area	Projects Surveyed	Total Units	Vacant Units	Overall Vacancy Rate	Units by Type (Vacancy Rate)		
					Market-Rate	Tax Credit	Subsidy
Alleghany County	4	145	0	0.0%	49 (0.0%)	-	96 (0.0%)
Ashe County	6	220	1	0.5%	-	60 (1.7%)	160 (0.0%)
Avery County	8	156	0	0.0%	7 (0.0%)	72 (0.0%)	77 (0.0%)
Watauga County	12	398	0	0.0%	124 (0.0%)	103 (0.0%)	171 (0.0%)
High Country Region	30	919	1	0.1%	180 (0.0%)	235 (0.4%)	504 (0.0%)

Source: Bowen National Research

Like the Multifamily Rental Housing Supply, Off-Campus Student Apartment Housing is Operating at High Occupancy Levels, adding to the Area’s Housing Challenges - Due to the presence of Appalachian State University in Watauga County and the influence it has on the local housing market, Bowen National Research surveyed off-campus student-oriented rental housing alternatives within the county. A total of 38 off-campus student housing projects containing a total of 2,350 units within Watauga County were surveyed. The off-campus student rental units surveyed are 99.9% occupied, which is reflective of one vacant five-bedroom unit. The off-campus student rental market in the Region (primarily within the town of Boone) is very strong, with high occupancy rates among all unit types. This may represent a development opportunity in Watauga County for off-campus student rentals. With most of these rentals having rents well above \$1,000 per unit (note: many student rental units rent on a per-person basis), the nearly 100% occupancy rate indicates rent premiums are achievable. While non-student apartment rentals are more affordable, there are no vacancies among non-subsidized, non-student apartments in the Region. It is likely that students are contributing to the limited rental housing availability even among non-student housing.

Off-Campus Student Apartments			
Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
38	2,350	1	99.9%

Additional details of the area’s rental housing supply are provided in Section VI of this report.

The High Country Region has Approximately 32 Vacant Non-Conventional Rentals, Most of Which have Rents Above Multifamily Rentals – Typically, non-

Non-Conventional Rentals have Limited Availability and are Unaffordable to the Majority of Households

The 32 available non-conventional rentals in the Region result in an occupancy rate of 99.7%, reflective of very limited availability. Most of the available rentals are not affordable to households earning below \$69,000.

conventional rentals are those with four or fewer units within a single structure, such as a single-family home or duplex. Such housing represents over 70% of the Region’s renter-occupied housing stock. Bowen National Research identified 32 non-conventional rentals in the PSA that were listed as *available* for rent, resulting in an extremely high occupancy rate of 99.7%. The available non-conventional rentals identified in the Region primarily consist of one- to three-bedroom units, with per unit rents ranging from \$650 to \$2,835 for these bedroom types. The most common unit type is a three-bedroom unit with a median rent of \$1,742, which would require an annual

income of around \$69,680 to afford such product. As such, it is unlikely that many low- and moderate-income residents would be able to afford non-conventional rental housing in the area. Based on this analysis, while the inventory of available non-conventional rentals is limited, the typical rents for such product indicate that such housing is not a viable alternative for most lower and moderate-income households.

The Presence of Vacation Rentals Appears to be Increasing, While the Permanent Rental Housing Stock is Shrinking within Watauga County – The High Country Region is greatly influenced by tourism, vacation rentals, and second homes. According to ACS estimates, there were 9,831 vacant (not a permanent/primary residence) seasonal or recreational housing units in Watauga County in 2019, which is an increase of 838 units or 9.3% from 2010 estimates. The total number of *all housing units*, regardless of type or use, increased during this period by 1,614, an increase of 5.0%. While the *share* of seasonal/recreational housing units as a percentage of all housing units increased slightly (28.0% vs. 29.1%) during this nine-year period, the *rate of increase* of seasonal/recreational homes is greater than the overall growth rate of all housing units (9.3% vs. 5.0%).

Housing Classified as Seasonal or Recreational Units Watauga County, North Carolina			
2010 Census		2019 ACS Estimates	
Total Units	Share of All Units	Total Units	Share of All Units
8,993	28.0%	9,831	29.1%

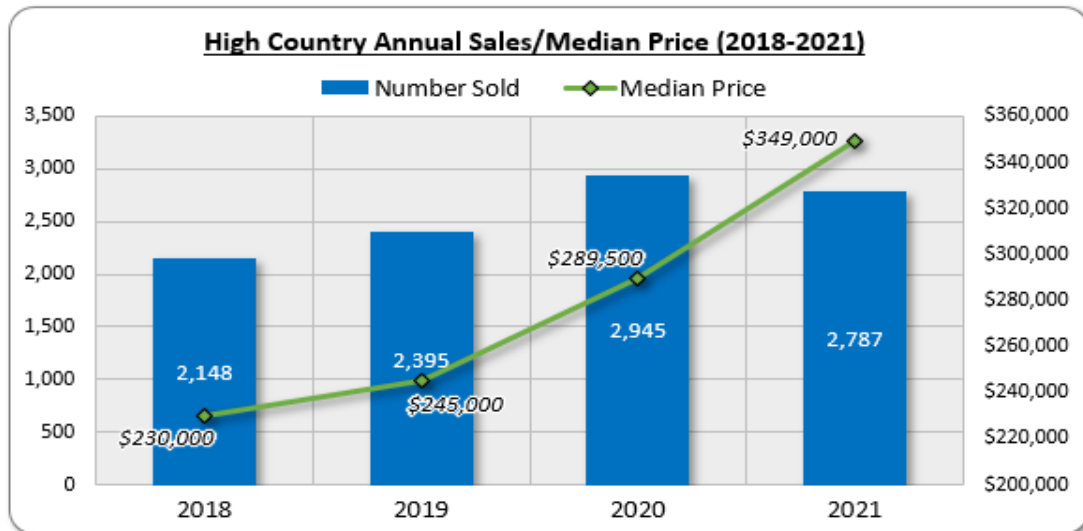
Source: 2010 Census, American Community Survey Five-Year Estimates (2015-2019)

The number of occupied rental units reduced by 401 between 2010 and 2019. The *total* number of rental units (both occupied and vacant) also decreased significantly during this time period. The total number of 9,849 units in 2010 decreased to 8,900 in 2019, a reduction of 949 units, or a decrease of 9.6%. While the decrease may be due to a variety of factors (e.g., rentals being converted to owner-occupied units, units lost due to natural disaster, units lost due to demolition or conversion to non-residential uses, etc.) it is likely that many permanent rental units have been converted to short-term vacation rentals. As such, it will be important that existing rental housing be preserved and additional rental units be built to help compensate for the loss of permanent rental housing units in recent years.

Recent For-Sale Housing Trends within the High Country Region Reveal Increased Sales Volume and Rising Prices – Within the PSA (High Country Region), the *number* of homes sold on an annual basis has increased in each of the past three full years between 2018 and 2020. Annual home sales in the Region increased by 11.5% between 2018 and 2019 and by 23.0% between 2019 and 2020. The median sale *price* of homes sold within the Region increased by \$119,000 between 2018 and 2021, resulting in an average annual increase of 17.2%. By comparison, the *median household income* in the Region increased at an annual rate of approximately 2.7% over the past decade. As such, median home prices appear to be greatly outpacing household income growth on an annual basis. While many of the preceding metrics are positive indicators of the strong level of demand for for-sale product in the Region, these metrics also indicate that rapidly increasing home prices have made buying a home unattainable for many low- and moderate-income households.

*For-Sale Market Metrics
are Reflective of a Strong
Housing Market*

High Country Region's
recent home sales show
increasing home sale
prices and volume of
sales over the past few
years, with home pricing
outpacing household
income growth



While the High Country Region Offers For-Sale Product at a Variety of Price Points, the Small Inventory Provides Few Available Choices for Existing and Future Residents and May Limit the Area’s Ability to Grow – There were 417 housing units listed as being available for purchase in the PSA (High Country Region) in early October of 2021. When the overall owner-occupied inventory is considered, these 417 units represent a vacancy/availability rate of just 1.2%. In healthy, well-balanced markets, the vacancy/availability rate is typically between 2.0% and 3.0%. As such, it is clear the inventory of available for-sale housing is extremely limited in the Region. Nearly three out of four available for-sale homes within the PSA are priced above \$300,000. The median list price in the overall Region is \$475,000. Conservatively assuming a 5% down payment, a household would have to earn approximately \$150,000 annually to afford a median-priced home. Based on 2021 estimated Census figures, only 6.8% of households in the Region have the income to buy a median-priced home. As such, purchasing a home is unattainable for the vast majority of households in the market. The very limited available supply of product priced under \$300,000 is likely contributing to the shorter sales period for such product, as most of it is sold in less than 80 days. Regardless, with only 417 homes available for purchase and only 113 priced under \$300,000, it is likely that the PSA has difficulty attracting new households and accommodating the needs of current area residents. This may limit economic and job growth potential as well as limit the growth of commercial opportunities within the Region.

Available For-Sale Housing by Price (As of October 12, 2021)			
List Price	High Country Region		
	Number Available	Percent of Total	Average DOM
Below \$100k	6	1.4%	88
\$100k to \$149k	14	3.4%	57
\$150k to \$199k	25	6.0%	52
\$200k to \$249k	30	7.2%	72
\$250k to \$299k	38	9.1%	73
\$300k+	304	72.9%	112
Total	417	100.0%	100

Source: NC REALTORS® MLS
DOM – Days on Market

is extremely limited in the Region. Nearly three out of four available for-sale homes within the PSA are priced above \$300,000. The median list price in the overall Region is \$475,000. Conservatively assuming a 5% down payment, a household would have to earn approximately \$150,000 annually to afford a median-priced home. Based on 2021 estimated Census figures, only 6.8% of households in the Region have the income to buy a median-priced home. As such, purchasing a home is unattainable for the vast majority of households in the market. The very limited available supply of product priced under \$300,000 is likely contributing to the shorter sales period for such product, as most of it is sold in less than 80 days. Regardless, with only 417 homes available for purchase and only 113 priced under \$300,000, it is likely that the PSA has difficulty attracting new households and accommodating the needs of current area residents. This may limit economic and job growth potential as well as limit the growth of commercial opportunities within the Region.

Community Input Indicates that Housing Affordability and Availability are the Greatest Challenges and that these Housing Issues are Adversely Impacting Local Employers and Limiting Economic Growth – A total of 36 community stakeholders participated in online surveys that provided valuable insight as to local housing challenges and opportunities. The respondents included a variety of community leaders and some of the area’s largest employers. While responses varied somewhat between counties, key findings illustrated the consensus across the Region that *rental* housing priced under \$1,000 and *for-sale* housing priced under \$250,000 was of the greatest need, including affordable workforce housing and housing for millennials. Most respondents in the Region indicated that housing *affordability* and *limited availability* of housing were often experienced in the market. Most respondents indicated that common barriers limiting housing development include development costs (94.1%), cost of labor (88.2%), and cost of land (88.2%). Other notable residential development barriers cited include availability of land, cost of infrastructure, and lack of infrastructure. Collaboration between public and private sectors was the most commonly suggested strategy for addressing residential development issues, though other suggestions included building consensus between advocacy groups and communities, and pooling of public, philanthropic and private resources.

Most *employers* surveyed (79.0%) stated that in the past couple of years they have experienced difficulty attracting and/or retaining employees due to housing related issues and challenges. Most employer respondents noted that unaffordable rental housing was ranked as the greatest housing challenge, while unaffordable for-sale housing was also a primary housing challenge. The lack of available housing and the quality of housing were also cited as primary housing issues. Most respondents indicated that these housing issues are “year-round” as opposed to seasonal. Several employers indicated that they would hire additional employees if more housing was available and affordable. Some employers indicated they would be willing to be part of the housing solution, offering a wide range of possible roles they could play in such efforts. Additional survey responses are provided in Section IX: Community Input.

Overall PSA (High Country Region) Housing Gap Estimates

As discussed in Section VIII of this report, numerous factors contribute to the housing demand within a market. This analysis was done at various affordability levels and for both rental and for-sale housing alternatives. The following table illustrates the income limits, corresponding hourly wages, rents that are affordable, and home prices that are affordable for each study area.

Household Income/Wage & Affordability Levels				
Alleghany, Avery, and Ashe Counties (National Non-Metropolitan Limits)				
Percent AMHI	Income Range*	Hourly Wage**	Affordable Rents***	Affordable Prices^
≤ 50%	≤ \$31,700	≤ \$15.24	≤ \$792	≤ \$105,667
51%-80%	\$31,701 - \$50,720	\$15.25 - \$24.38	\$793 - \$1,268	\$105,668 - \$169,066
81%-120%	\$50,721 - \$76,080	\$24.39 - \$36.58	\$1,269 - \$1,902	\$169,067 - \$253,600
121%+	\$76,081+	\$36.59+	\$1,903+	\$253,601+
Watauga County				
Percent AMHI	Income Range*	Hourly Wage**	Affordable Rents***	Affordable Prices^
≤ 50%	≤ \$35,700	≤ \$17.16	≤ \$893	≤ \$119,000
51%-80%	\$35,701 - \$57,120	\$17.17 - \$27.46	\$894 - \$1,428	\$119,001 - \$190,400
81%-120%	\$57,121 - \$85,680	\$27.47 - \$41.19	\$1,429 - \$2,142	\$190,401 - \$285,600
121%+	\$85,681+	\$41.20+	\$2,143+	\$285,601+

AMHI – Area Median Household Income

* Based on HUD limits for the respective county/MSA (4-person limit)

** Assumes full-time employment 2,080 hours/year (Assumes one wage earner household)

*** Based on assumption tenants pay up to 30% of income toward rent

^Based on assumption homebuyer can afford to purchase home priced three times annual income after 10% down payment

Overall, there is a housing gap of **5,177 rental housing units** and **6,349 for-sale housing units** in the Region over the next five years. The following table summarizes the overall housing gaps by tenure for each of the four counties.

Overall Housing Gap By Tenure and County (2021-2026)				
County	Rental Housing Gap		For-Sale Housing Gap	
	Total Housing Gap (Units)	Share of Rental Gap	Total Housing Gap (Units)	Share of For-Sale Gap
Alleghany	486	9.4%	819	12.9%
Ashe	698	13.5%	1,562	24.6%
Avery	476	9.2%	999	15.7%
Watauga	3,517	67.9%	2,969	46.8%
Total	5,177	100.0%	6,349	100.0%

As the preceding table illustrates, two-thirds (67.9%) of the overall High Country Region's rental housing gap is within Watauga County. The remaining three counties have housing gaps between 476 and 698 rental units. Nearly one-half (46.8%) of the for-sale housing gap is within Watauga County, which has a gap of 2,969 units. The three remaining counties have housing gaps ranging from 819 (Alleghany County) to 1,562 (Ashe County).

The following table summarizes the overall rental and for-sale housing gaps by county and affordability level (see table on page II-13 for corresponding income and rent/pricing levels).

County Housing Gaps by Tenure & Affordability Level (AMHI)								
County	Rental Gap (Units)				For-Sale Gap (Units)			
	≤ 50%	51%-80%	81%-120%	120%+	≤ 50%	51%-80%	81%-120%	120%+
Alleghany	226	95	95	70	49	103	374	293
Ashe	188	154	211	145	116	250	685	511
Avery	245	90	85	56	139	181	408	271
Watauga	1,885	699	561	372	236	410	1,404	919
Total	2,544	1,038	952	643	540	944	2,871	1,994
(Share)	(49.1%)	(20.1%)	(18.4%)	(12.4%)	(8.5%)	(14.9%)	(45.2%)	(31.4%)

AMHI – Area Median Household Income

Nearly half of the Region’s rental housing gap is for housing that is affordable to households earning less than 50% of AMHI annually. There is also a housing gap for roughly 1,000 rental units each at the 51% to 80% AMHI level and the 81% to 120% AMHI level. While it represents the smallest overall rental housing gap, product affordable to households earning 120% of AMHI or higher has a gap of over 600 units in the Region.

Among the for-sale housing supply, while all price segments and affordability levels have some level of need, the greatest gap appears to be for housing generally priced between \$170,000 and \$285,000. This particular segment (serving households earning between 81% and 120% of Area Median Household Income) has a gap of 2,871 units, representing 45.2% of the Region’s overall for-sale housing gap. There is also a notable gap of nearly 2,000 for-sale housing units generally priced above \$285,000 (serving households earning over 120% of AMHI). While the Region’s largest number of *available* homes is priced above \$300,000, the significant projected growth of higher income households will continue to add to the demand for higher priced product. Also, due to the lack of product priced under \$200,000, the Region has a gap of nearly 1,500 units generally priced under \$190,000 (serving households earning up to 80% of AMHI).

Without the addition of new rental and for-sale housing product at various affordability levels, the area will not meet the growing and changing housing needs of the market. Details of the housing gaps for each affordability level within each of the four subject counties is provided in Section VIII.

Recommendations

As shown in this report, the High Country Region is experiencing positive demographic and economic growth but is also faced with housing challenges primarily associated with affordability, availability, and quality. While these housing issues are universal across each county within the Region, the approaches ultimately implemented to address such issues may vary from community to community. As a result, each community will need to select specific strategies that work well with political and cultural dynamics that may be unique to each community, work within budgetary and legal limitations each community has in place, and ultimately meet individual community goals.

The table on the following page outlines possible actions or initiatives that should be considered for implementation to help address housing issues within the Region. Because many of the following recommendations involve complicated processes, local governments will want to seek professional and legal counsel on selected items before pursuing certain initiatives. It is important to point out that financial, legal, and other factors may limit local governments from implementing some of the following recommendations. As a result, local governments may need to have scaled-down or phased-in versions of some initiatives. Additionally, not all of these recommendations need to be implemented simultaneously to effectuate change. In the end, the following recommendations should be used as a guide to develop a formal Action Plan for each community. Specific examples of various initiatives implemented by other communities are provided in Addendum I: Best Practices.

IMPORTANT: Not all of the following recommendations will work for each community or county within the Region. The intent of the following recommendations is to allow communities and interested parties to understand the various options that are available to them so that each can begin to develop its own Action Plan to address housing issues and goals specific to each community.

Action/Initiative	Description
Goal Setting	
<i>Define Overall Purpose & Priorities</i>	Define overall objectives or purposes behind housing efforts. This can be in the form of a Mission Statement, press release or informal outline of the objectives/purposes behind the plan and can include general goals, economic impact, and social/cultural benefits. Advocates/stakeholders may want to establish initial housing priorities.
<i>Establish Housing Production Goals</i>	Set short-term (annual or two-year) and long-term (five- or 10-year) housing production goals by the number and type of housing units to be built and/or preserved. Targeted populations (e.g., seniors, families, etc.) to be served could be part of stated goals.
<i>Establish Housing Funding Goals</i>	Using the preceding housing production goals as a guide, some level of analysis should be done to estimate the funding requirements to meet such goals.
<i>Develop Community-Specific Action Plan</i>	Based on the Housing Production Goals and Housing Funding Goals, begin to develop a formal Action Plan that would serve as the road map to achieving stated goals.
Policy Considerations	
<i>Increase or Incentivize Density</i>	Consider increasing property density within targeted areas and/or for targeted product type; Consider some form of density bonuses for projects that include targeted housing product.
<i>Re-evaluate/Reimagine Building & Design Standards</i>	Re-evaluate current building and design standards and consider flexible requirements (e.g., property setbacks, parking, etc.).
<i>Lot Splits</i>	Evaluate process allowing lot splits to increase buildable land with existing infrastructure.
<i>Accessory Dwelling Units</i>	Evaluate zoning that would allow property owners to add new housing addition or convert existing space into residential use.
Development Assistance	
<i>Infrastructure Assistance</i>	Consider including or expanding infrastructure to help reduce developer costs.
<i>Fee Changes</i>	Assess residential development fees and consider reducing, waiving, or reimbursing government fees.
<i>Expediting Permitting/Rezoning Process</i>	Implement a residential building permit process and/or rezoning process that expedites timelines for targeted products.
<i>Land Banking</i>	Explore land bank process to determine if it makes sense to establish a land bank to acquire, prepare, and convey properties for residential development use.
<i>Promote Available Sites</i>	Buildable sites should be inventoried and promoted to encourage residential development. This may be part of land banking efforts.
<i>Predevelopment Assistance</i>	Local governments can be proactive in providing predevelopment assistance for developers to help facilitate development and offset some development costs. This may include site prep work, paying for appraisal/feasibility studies, or other preliminary costs often incurred by developers.

Action/Initiative	Description
Financial Resources	
<i>Bond Issuance</i>	Evaluate the possibility of issuing a housing bond to help pay for residential development for targeted product types.
<i>Housing Trust Fund (HTF)</i>	Explore establishing a housing trust fund to help support affordable residential development and preservation. The HTF could be funded through a housing bond, impact fees, proceeds from the conveyance of land, etc.
<i>Tax Increment Financing (TIF) Districts</i>	Consider establishing TIF districts in target areas to help stimulate investment and development within targeted areas.
<i>Promote/Leverage Qualified Opportunity Zones (QOZs)</i>	QOZs provide tax incentives for investment and development within predetermined areas. Efforts should be made to actively promote QOZs to potential developers and investors.
<i>Explore Other Funding Sources</i>	Local governments should explore other public funding sources and private sector development partners (e.g., developers, employers, foundations, etc.) that can provide resources to address housing. Consider retaining a grant writer.
Resident Assistance	
<i>Home Repair/Weatherization</i>	Local governments should consider establishing a home repair/weatherization program that provides funding to qualifying residents to help with eligible home repairs and weatherization. This can be in the form of a short-term revolving loan or forgivable grant.
<i>First-Time Homebuyer Down Payment</i>	Consider establishing a first-time homebuyer program for qualifying households to help with home purchase down payment, likely in the form of a grant.
<i>Housing Choice Vouchers</i>	Attempt to secure additional Housing Choice Vouchers for low-income households, promote benefits of vouchers, and assist property owners in getting units to meet HUD standards.
Outreach	
<i>Develop Outreach Plan</i>	Develop a plan that helps to identify potential development partners, determines mechanics for outreach efforts, and establishes roles/responsibilities for outreach efforts. The plan may include retaining a housing professional to facilitate outreach plans.
<i>Identify Development Partners</i>	Investigate various resources to develop a list of potential development partners including private sector developers, nonprofit groups, supportive service providers, foundations, employers, etc.
<i>Promote/Advertise Opportunities</i>	Through publications, trade shows, social media and other outlets, promote housing needs and development opportunities within the area to attract development and investment. The community may want to organize a housing forum that brings together government, private sector stakeholders, housing experts, and others to help promote opportunities.

Action/Initiative	Description
Education	
<i>Develop Housing Education Plan</i>	Develop an overarching housing education plan that has a unified objective and message. The program could include educating landlords, elected officials, stakeholders and residents (homebuyers, homeowners, and renters). Such efforts should include removing affordable housing stigmas, informing the public on the benefits of housing, promote resources and programs to help address housing, etc. Such efforts could be through a housing forum or workshops, annual reports, social media or other methods.
<i>Learn From Others</i>	Given the complexity of housing issues, it is recommended that local governments and stakeholders research other communities and the efforts they have made to address housing. Learning from others can guide efforts in addressing local housing issues. See: Addendum I: Best Practices
<i>Keep Community Informed</i>	It will be important to periodically update the community on housing challenges, recent housing initiatives, and future housing plans. Such efforts can include an annual report, a formal presentation in public venues, press releases, social media and other means of communication.
<i>Establish Housing Resource Center</i>	Explore possibility of establishing a housing resource center that provides housing/market information to area residents and/or housing developers/investors. This can include housing inventory data, housing program information, resident assistance (e.g., guidance/help with background/credit checks, issuance of vouchers, homebuyer counseling, etc.), community contacts, etc.
Staffing & Delegation of Responsibilities	
<i>Establish Consortium/Task Force</i>	Consider establishing a housing consortium or task force from a broad spectrum of the community to address housing issues.
<i>Utilize Existing Staff</i>	Community governments and/or interested private-sector (profit or nonprofit) parties may want to evaluate existing staff resources for possible lead/liaison for various action plan responsibilities.
<i>Retain Consultant</i>	Explore the possibility of hiring a housing professional to serve as the lead/liaison for housing research, finding funding sources and development/investment partners, support public-private sector efforts of collaboration, and other responsibilities to facilitate achieving community housing goals/objectives.

III. COMMUNITY OVERVIEW AND STUDY AREAS

A. HIGH COUNTRY OVERVIEW

This report focuses on the housing needs of the High Country Region of North Carolina. For the purposes of this report, the High Country Region consists of Alleghany, Ashe, Avery, and Watauga counties in the northwest portion of North Carolina. This Housing Needs Assessment (HNA) focuses on the High Country Region as a whole, each of the four individual counties within the Region, as well as supplemental analysis for the towns of Boone and Blowing Rock in Watauga County. The High Country Region borders Virginia to the north, Tennessee to the west, and portions of the Blue Ridge Parkway to the southeast. The town of Boone, which represents the commercial, educational, and cultural center of the High Country Region, is approximately 85.0 miles northeast of Asheville, North Carolina and approximately 101.0 miles northwest of Charlotte, North Carolina. The High Country Region is served by several state and U.S. Highways as well as the aforementioned Blue Ridge Parkway. Primary arterial highways in the Region include U.S. Highways 19, 21, 221, 321, and 421.

The High Country Region is home to approximately 116,000 people in 2021, increasing by 8,617 people or by 8.0% since 2010. Among individual counties, Watauga County has the largest population among counties in the Region, followed by Ashe County, Avery County, and Alleghany County. The four-county Region consists of several towns, including Boone, Blowing Rock, Sparta, Jefferson, West Jefferson, and Lansing. The town of Boone is the largest incorporated community in the Region and is home to Appalachian State University (ASU), a public university with an enrollment of over 20,000 students. The town of West Jefferson, in Ashe County, features several newer retailers and parcels of available land ready for development. Several towns in the Region, including Blowing Rock, Sugar Mountain, Banner Elk, and Beech Mountain, are noted tourism areas near ski resorts and recreational facilities. The towns of Sparta (Alleghany County), Jefferson (Ashe County), Newland (Avery County), and Boone (Watauga County) serve as county seats of government within their respective counties.

The High Country Region is largely rural, with a population density of 94.6 persons per square mile in 2021. The median age for the Region's population is 40.5 years. This population is predominately white (94.1%) with a significant proportion of the total population living below poverty level (21.4%). The 2021 estimated median household income within the Region is \$46,460 annually. Based on 2021 estimates, nearly three-quarters (71.0%) of the Region's housing units are owner occupied. Of renter households in the Region, nearly one-third (29.9%) are severely cost burdened (housing costs exceeding 50% of income). Additional information regarding the Region's demographic characteristics and trends, economic conditions, housing supply, and other factors that impact housing are included throughout this report.

B. STUDY AREAS – MARKET AREA DELINEATIONS

This report addresses the residential housing needs of the four-county High Country Region. To this end, we focused our evaluation on the demographic and economic characteristics, as well as the existing housing stock, of the overall Region. We have also provided additional information and analysis on six individual submarkets within the Region, including four counties and two towns. In order to provide an additional base of comparison, we have provided select data on the overall state of North Carolina and the overall United States, when applicable.

The following summarizes the various study areas used in this analysis.

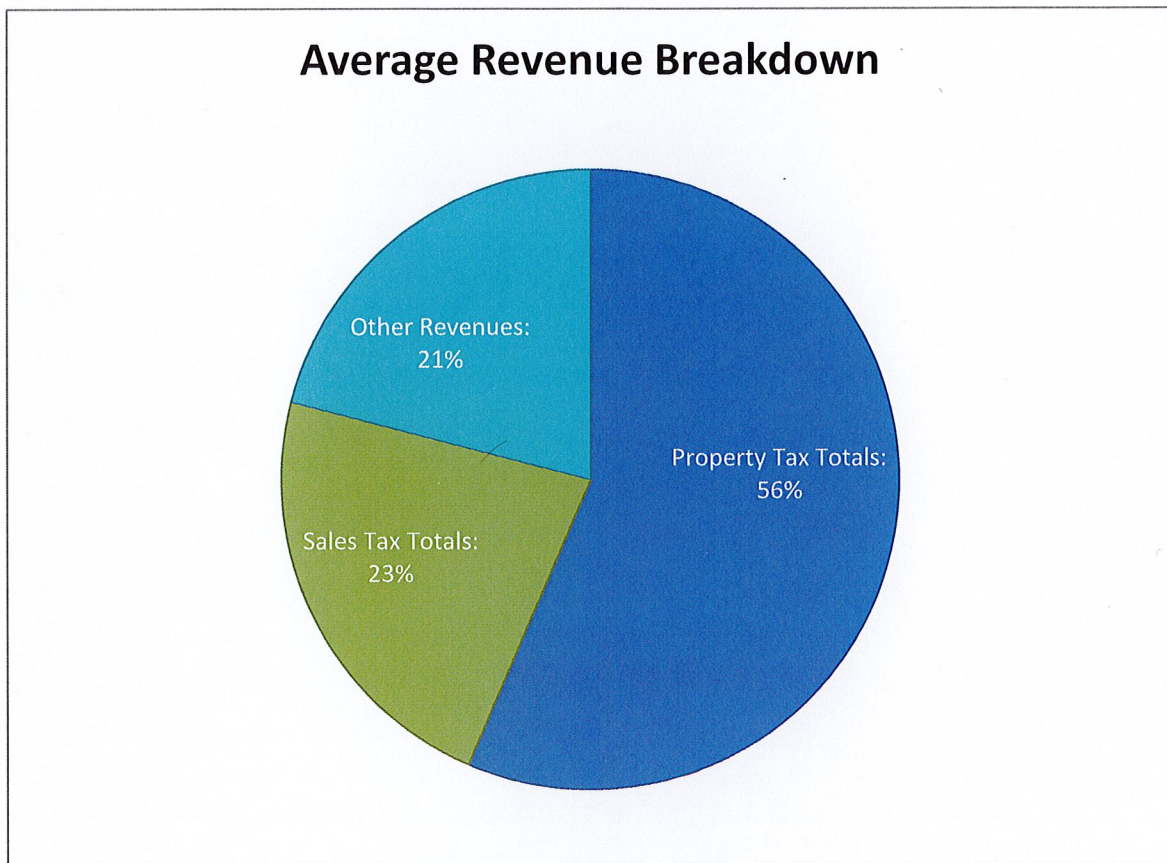
Primary Study Area – The Primary Study Area (PSA) consists of the four counties that make up the High Country Region as a whole (Alleghany, Ashe, Avery, and Watauga).

Submarket Study Areas – The Submarket Study Areas consist of Alleghany County, Ashe County, Avery County, Watauga County, Town of Boone, and Town of Blowing Rock.

Maps delineating the boundaries of the various study areas are shown on the following pages.

Primary County Revenues

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Property Tax Totals:	\$ 28,518,320	\$ 32,480,532	\$ 32,786,204	\$ 37,373,588	\$ 38,677,716
Sales Tax Totals:	11,642,604	12,162,274	12,809,697	14,117,340	17,179,832
Other Revenues:	9,458,125	12,451,024	11,617,631	15,658,071	13,838,923
Total Revenues:	<u>\$ 49,619,049</u>	<u>\$ 57,093,830</u>	<u>\$ 57,213,532</u>	<u>\$ 67,148,999</u>	<u>\$ 69,696,471</u>

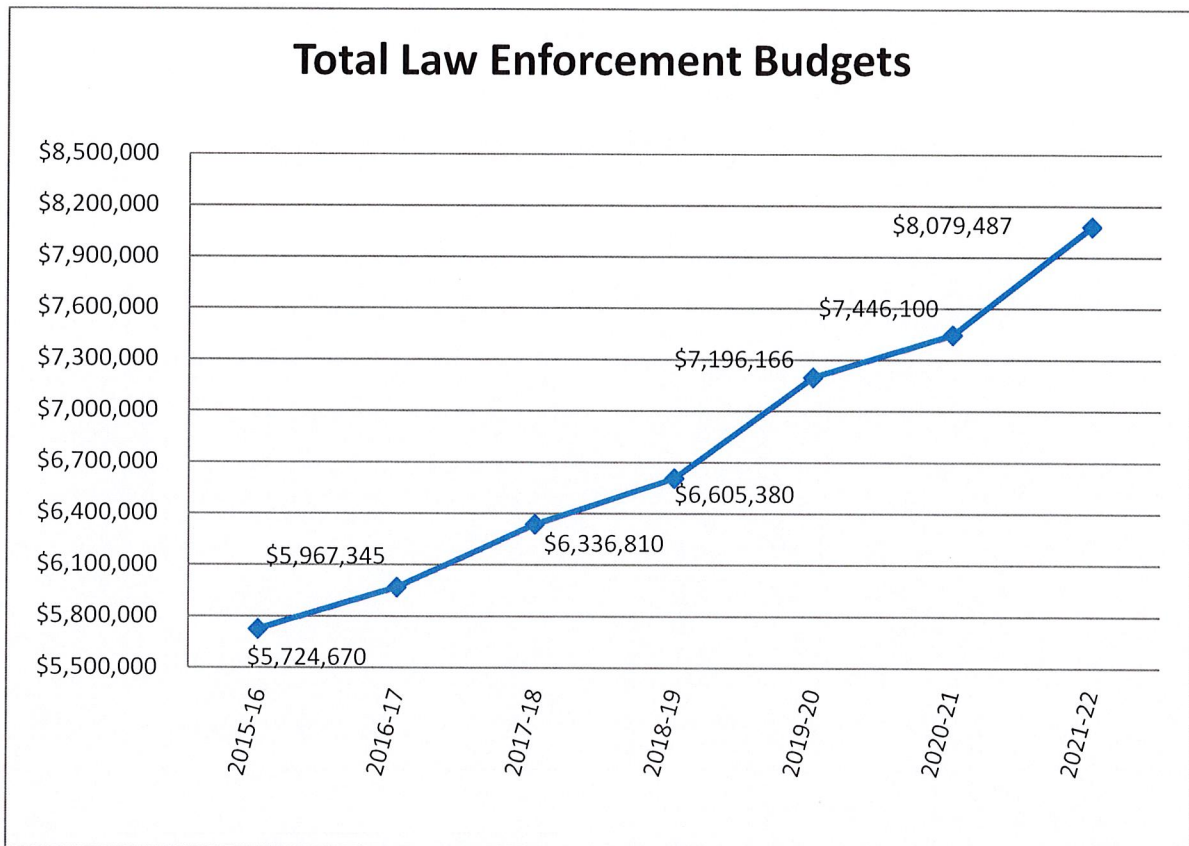


Budget Summary Report

2022 Annual Pre-Budget Retreat

General Fund	Actuals Thru 6-30 of Each Year			FY 2021-22		
	FY 18-19	FY 19-20	FY 20-21	Annual Budget	Actual at 12/31/2021	Percent to Date
Revenues						
Property Taxes	\$ 32,786,204	\$ 37,373,588	\$ 38,677,716	\$ 38,267,926	\$ 31,860,426	83.3%
Sales Taxes	12,809,697	14,117,340	17,179,832	13,833,000	4,950,211	35.8%
Other Taxes	952,758	1,017,017	1,474,845	827,000	869,531	105.1%
Intergovernmental	5,778,526	7,829,046	7,932,293	4,788,536	1,689,488	35.3%
Permits and Fees	787,275	839,865	1,094,582	735,200	507,506	69.0%
Sales and Services	1,194,343	1,079,918	936,988	1,612,514	1,181,933	73.3%
Miscellaneous	1,344,481	1,273,134	783,215	610,926	289,223	47.3%
Transfer from Other Funds	1,560,248	3,619,091	1,617,000	1,944,109	972,054	50.0%
Fund Balance	-	-	-	3,455,090	-	0.0%
Revenue Subtotal:	\$ 57,213,532	\$ 67,148,999	\$ 69,696,471	\$ 66,074,301	\$ 42,320,372	64.0%
Expenditures						
General Administration	\$ 2,107,172	\$ 1,968,935	\$ 1,320,449	\$ 1,856,500	\$ 729,684	39.3%
Finance	386,855	391,481	389,249	433,531	222,485	51.3%
Tax	1,254,749	1,321,991	1,452,001	1,896,289	851,091	44.9%
Legal	57,749	86,155	60,087	81,000	30,908	38.2%
Court Facilities	1,361	5,011	-	2,900	900	31.0%
Elections	335,633	404,870	620,405	475,894	167,582	35.2%
Register of Deeds	520,726	533,430	552,290	609,675	296,572	48.6%
Information Technology	844,644	993,624	969,777	1,091,440	542,795	49.7%
Maintenance/Buildings	2,823,688	3,220,074	3,949,518	7,096,837	2,937,976	41.4%
Sheriff/Jail	6,186,586	6,747,492	7,054,662	8,346,509	4,169,739	50.0%
Emergency Services	2,520,656	3,269,951	4,045,291	3,612,836	1,268,533	35.1%
Planning & Inspections	651,345	621,424	640,544	750,206	350,565	46.7%
Ambulance & Rescue	1,457,499	1,471,249	1,659,404	1,874,383	876,559	46.8%
Animal Control	131,034	135,460	141,292	188,509	73,109	38.8%
Transportation	224,792	231,493	87,956	67,495	86,171	127.7%
Economic Development	205,436	181,640	96,550	99,752	33,350	33.4%
Cooperative Extension	255,004	274,185	278,469	292,801	114,214	39.0%
Soil Conservation	118,435	258,615	95,122	259,200	95,691	36.9%
Public Health	680,705	746,920	813,129	879,342	439,671	50.0%
Mental Health	171,195	171,194	171,194	171,194	85,597	50.0%
Project on Aging	1,281,296	1,278,447	1,253,052	1,636,612	692,258	42.3%
Veteran's Service	118,550	123,532	127,756	143,893	65,518	45.5%
Special Appropriations	468,469	531,493	531,443	535,034	313,391	58.6%
WCS, Board of Education	14,992,995	15,248,056	15,718,662	15,030,597	7,365,011	49.0%
CCC&TI, Watauga Campus	1,252,325	1,000,279	1,000,279	1,000,279	500,140	50.0%
Library	604,760	652,360	652,360	699,960	349,980	50.0%
Parks & Recreation	1,010,962	795,436	879,092	1,726,106	690,705	40.0%
Transfers to Other Funds	9,703,918	9,868,106	6,174,808	\$ 15,215,527	7,567,510	49.7%
Expenditures Subtotal:	\$ 50,368,539	\$ 52,532,903	\$ 50,734,841	\$ 66,074,301	\$ 30,917,705	46.8%
Social Services Fund						
Revenues						
Federal/State Programs	\$ 3,392,855	\$ 3,193,993	\$ 3,324,415	\$ 4,154,428	\$ 1,460,989	35.2%
Miscellaneous	27,145	86,407	100,532	20,575	9,744	47.4%
Transfer from General Fund	1,396,655	2,232,006	2,110,851	2,524,622	1,262,311	50.0%
Fund Balance	-	-	-	10,525	-	0.0%
Revenues Subtotal:	\$ 4,816,655	\$ 5,512,406	\$ 5,535,798	\$ 6,710,150	\$ 2,733,044	40.7%
Expenditures						
Administration	\$ 3,177,801	\$ 3,184,033	\$ 3,324,449	\$ 3,974,321	\$ 1,806,660	45.5%
Child Support Enforcement Programs	215,705	206,020	208,868	239,951	84,884	35.4%
	1,777,923	1,585,465	1,715,544	2,486,878	804,215	32.3%
Expenditures Subtotal:	\$ 5,171,429	\$ 4,975,518	\$ 5,248,861	\$ 6,701,150	\$ 2,695,759	40.2%
Solid Waste Fund						
Revenues						
Intergovernmental	\$ 150,629	\$ 140,998	\$ 148,684	\$ 129,300	\$ 38,805	30.0%
Charges for Services	5,092,325	5,118,690	5,689,417	5,371,621	3,597,089	67.0%
Miscellaneous	126,841	127,692	291,678	13,050	3,629	27.8%
Fund Balance Appropriated	-	-	-	1,742,527	-	0.0%
Revenues Subtotal:	\$ 5,369,795	\$ 5,387,380	\$ 6,129,779	\$ 7,256,498	\$ 3,639,523	50.2%
Expenditures						
Solid Waste Operations	\$ 4,969,102	\$ 5,101,540	\$ 4,828,565	\$ 7,142,544	\$ 2,766,482	38.7%
Recycling Operations	108,761	81,986	116,259	113,954	48,270	42.4%
Expenditures Subtotal:	\$ 5,077,863	\$ 5,183,526	\$ 4,944,824	\$ 7,256,498	\$ 2,814,752	38.8%

Law Enforcement Budget History



Fiscal Years	Sheriff	Jail	Total for Law Enforcement	Percent of Change	Percent of County Budget
2021-22	\$ 5,432,213	\$ 2,647,274	\$ 8,079,487	8.51%	12.23%
2020-21	\$ 5,049,045	\$ 2,397,055	\$ 7,446,100	3.47%	12.98%
2019-20	\$ 4,839,670	\$ 2,356,496	\$ 7,196,166	8.94%	11.41%
2018-19	\$ 4,314,320	\$ 2,291,060	\$ 6,605,380	4.24%	11.25%
2017-18	\$ 4,106,758	\$ 2,230,052	\$ 6,336,810	6.19%	10.78%
2016-17*	\$ 3,793,710	\$ 2,173,635	\$ 5,967,345	4.24%	11.63%
2015-16	\$ 3,626,820	\$ 2,097,850	\$ 5,724,670	12.17%	11.69%

*\$254,000 in one time additional capital removed from FY 16-17 totals.

Capital Funding Plan

Watauga County School System

	Current Capital	Capital Project Set Aside	General Assembly Public School Renovation Fund	Total Annual County Funding	Lottery Funds	Long-Term Needs	Future Valle Crucis School	Total Capital Funding
2021-22	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2022-23	450,000	500,000	300,000	950,000	300,000	1,500,000	2,700,000	5,750,000
2023-24	450,000	500,000	500,000	950,000	300,000	1,500,000	2,700,000	5,950,000
2024-25	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2025-26	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2026-27	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2027-28	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2028-29	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2029-30	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2030-31	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000
2031-32	450,000	500,000	-	950,000	300,000	1,500,000	2,700,000	5,450,000

Lottery Funds: Unallocated balance is \$457,127 as of January 10, 2022 with additional revenues expected in FY 21-22 of approximately \$183,917. (Utilized the unallocated balance as the 2021-22 lottery distribution has not been released.)

ADM Funds: Balance is \$3,661.

Ten Year Funding Summary for Watauga County Schools

Budgeted

Current Expense											
Fiscal Year	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22
Current Operating	11,839,645	11,839,645	12,195,409	12,198,409	12,558,345	12,942,400	13,157,455	13,557,455	13,864,674	13,864,674	14,280,022
Annual Inc/(Dec)	(80,905)	-	355,764	3,000	359,936	384,055	215,055	400,000	307,219	-	415,348
	-0.73%	0.00%	3.00%	0.02%	2.95%	3.06%	1.66%	3.04%	2.27%	0.00%	3.00%
WCS Fund Balance	4,499,249	4,687,534	4,077,715	3,333,909	3,235,107	3,256,372	3,256,238	3,662,377	3,775,921	3,989,656	
Fund Bal Inc/(Dec)	2,099,035	188,285	(609,819)	(743,806)	(98,802)	21,265	(134)	406,139	113,544	213,735	

Capital Expense											
Fiscal Year	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22
Capital Projects Fund	-	-	640,400	300,000	375,000	400,000	500,000	500,000	500,000	500,000	500,000
Long Term Capital Needs	-	-	-	-	-	-	1,500,000	1,500,000	4,200,000	4,200,000	4,200,000
Lottery/ADM Projects	966,108	268,964	216,249	820,740	210,132	566,931	167,500	456,200	295,711	300,000	300,000
Current Capital	321,574	340,400	-	175,000	275,000	300,000	450,000	450,000	450,000	450,000	450,000
Subtotal of Capital:	1,287,682	609,364	856,649	1,295,740	860,132	1,266,931	2,617,500	2,906,200	5,445,711	5,450,000	5,450,000
Annual Inc/(Dec)	179,375	(678,318)	247,285	439,091	(435,608)	406,799	1,350,569	288,700	2,539,511	4,289	-
Debt Service	7,528,099	6,999,071	7,020,392	6,452,109	5,458,896	5,348,988	5,202,104	5,060,420	4,863,331	4,562,231	4,423,998
WCS Fund Balance	321,344	173,108	39,504	315,497	303,378	325,991	405,963	334,564	283,871	333,219	
Capital Bal Inc/(Dec)	60,276	(148,236)	(133,604)	275,993	(12,119)	22,613	79,972	(71,399)	(50,693)	49,348	

Total County Funding Excluding Debt Service and Lottery Projects	12,161,219	12,180,045	12,835,809	12,673,409	13,208,345	13,642,400	14,107,455	16,007,455	19,014,674	19,014,674	19,430,022
Annual Inc/(Dec)	2,663,723	18,826	655,764	(162,400)	534,936	434,055	465,055	1,900,000	3,007,219	-	415,348

Total Funding	20,655,426	19,448,080	20,072,450	19,946,258	18,877,373	19,558,319	20,977,059	21,524,075	24,173,716	23,876,905	24,154,020
Annual Inc/(Dec)	5,364,900	(1,207,346)	624,370	(126,192)	(1,068,885)	680,946	1,418,740	547,016	2,649,641	(296,811)	277,115

Change in Operating Fund Balance, last year versus 9 years ago: \$ (509,593) decrease

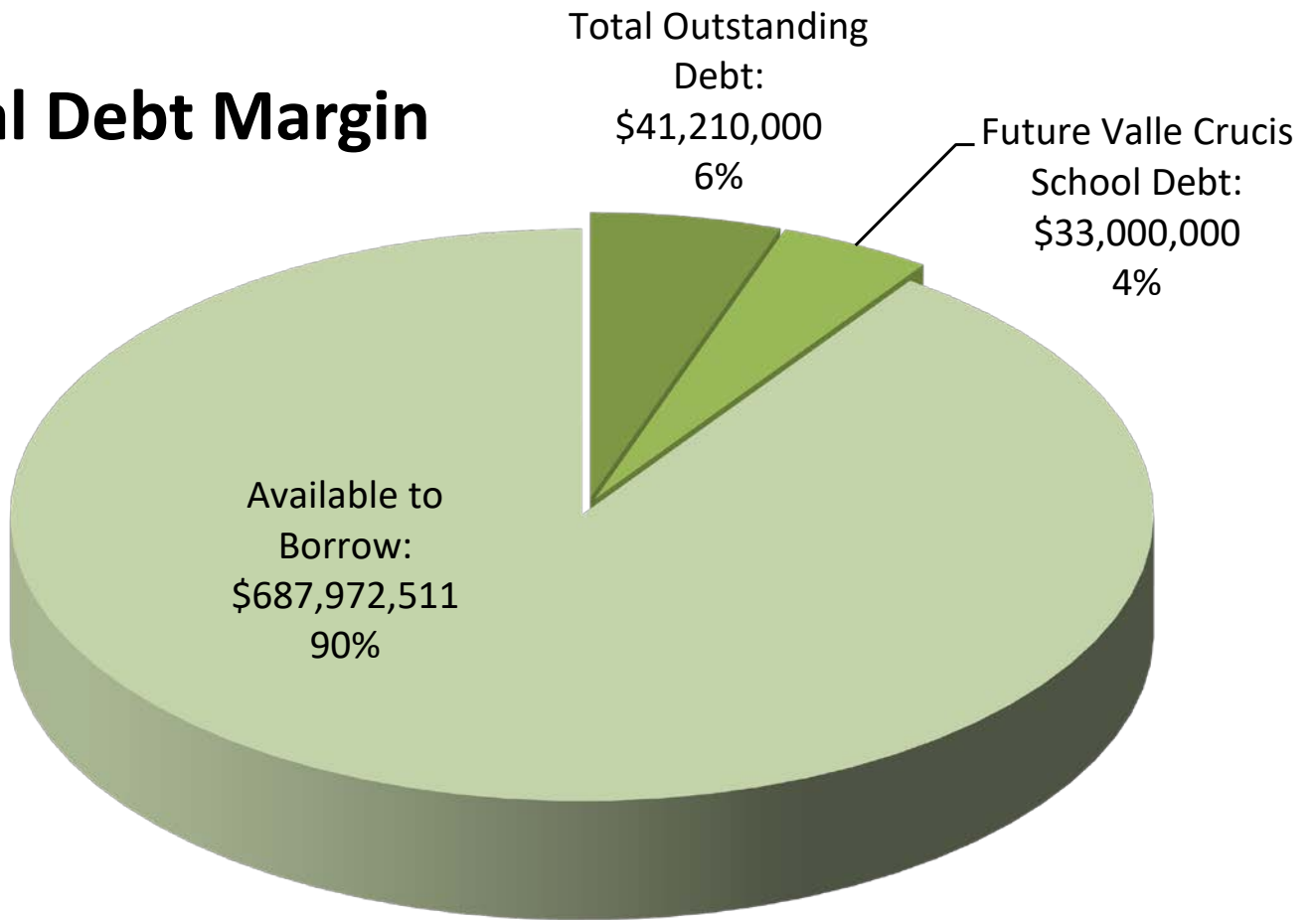
Change in Capital Fund Balance, last year versus 9 years ago: \$ 11,875 increase

Lottery Funds: Unallocated balance is \$457,127 as of January 10, 2022 with additional revenues expected in FY 21-22 of approximately \$183,917. (Utilized the unallocated balance as the 2021-22 lottery distribution has not been released.)

Debt Service Summary

Fiscal Year	2012 High school Debt (Refunded and Unrefunded)	2018 Recreation Center	Total General Fund Debt Service
	LOBs	LOBs	
2021-22 (P)	3,680,000	1,320,000	5,000,000
(I)	743,998	728,400	1,472,398
Total	4,423,998	2,048,400	6,472,398
2022-23 (P)	3,720,000	1,320,000	5,040,000
(I)	567,933	662,400	1,230,333
Total	4,287,933	1,982,400	6,270,333
2023-24 (P)	3,670,000	1,320,000	4,990,000
(I)	481,257	596,400	1,077,657
Total	4,151,257	1,916,400	6,067,657
2024-25 (P)	3,620,000	1,325,000	4,945,000
(I)	395,012	530,400	925,412
Total	4,015,012	1,855,400	5,870,412
2025-26 (P)	3,600,000	1,320,000	4,920,000
(I)	278,415	464,150	742,565
Total	3,878,415	1,784,150	5,662,565
2026-27 (P)	3,555,000	1,320,000	4,875,000
(I)	187,335	398,150	585,485
Total	3,742,335	1,718,150	5,460,485
2027-28 (P)	3,515,000	1,325,000	4,840,000
(I)	94,905	332,150	427,055
Total	3,609,905	1,657,150	5,267,055
2028-29 (P)		1,320,000	1,320,000
(I)		292,400	292,400
Total		1,612,400	1,612,400
2029-30 (P)		1,320,000	1,320,000
(I)		226,400	226,400
Total		1,546,400	1,546,400
2030-31 (P)		1,320,000	1,320,000
(I)		160,400	160,400
Total		1,480,400	1,480,400
2031-32 (P)		1,320,000	1,320,000
(I)		94,400	94,400
Total		1,414,400	1,414,400
2032-33 (P)		1,320,000	1,320,000
(I)		48,200	48,200
Total		1,368,200	1,368,200
Principal	\$25,360,000	\$15,850,000	\$41,210,000
Interest	\$2,748,855	\$4,533,850	\$7,282,705

Legal Debt Margin



Fiscal Year 2022-23 BUDGET SCHEDULE

January 2022

Capital Improvement Plan packets to departments.

January 31, 2022

Capital Improvement Program requests due back.

February/March 2022

Requests for funding sent to outside agencies.

February 17 and 18, 2022

Board of Commissioners Retreat with staff. There are typically two sessions with some presentations.

February 21, 2022

Department head staff meeting - budget information packets emailed out. Worksheets and all supporting documents are due by email to Misty by March 11. Early submission is encouraged.

April 2022

Individual agency and department meetings will be during April with budget staff.

May 3, 2022

Staff submits recommended budget to Board of Commissioners for review prior to work sessions.

May 12 and 13, 2022

Budget work sessions held with staff and Board of Commissioners. There are two sessions planned.

May 17, 2022

Public hearing held on County Manager's proposed budget.

June 7, 2022

Budget adoption.



SPECIAL APPROPRIATIONS

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
APPALACHIAN THEATER OF THE HC	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
BLOWING ROCK PARKS & REC	12,000	12,000	12,000	12,000	12,000	12,000
BLUE RIDGE MEDIATION/DRUG COURT	21,000	22,500	23,000	24,000	23,000	22,000
CHILDREN'S COUNCIL	1,500	2,500	25,000	50,000	50,000	50,000
CHILDREN'S PLAYHOUSE	1,223	2,500	2,500	2,500	2,500	6,131
COMMUNITY CARE CLINIC	17,000	25,000	25,000	25,000	25,000	25,000
FOSCOE GRANDFATHER COMM. CENTER	5,000	5,000	5,000	5,000	5,000	5,000
GREEN VALLEY COMMUNITY PARK	8,000	8,000	8,000	8,000	8,000	8,000
HOSPITALITY HOUSE - WECAN	2,500	2,500	2,500	2,500	2,500	3,000
HOSPITALITY HOUSE	10,000	10,000	10,000	10,000	10,000	10,000
HUNGER COALITION	8,500	8,500	9,315	9,315	9,315	10,000
MOUNTAIN ALLIANCE	10,000	10,000	10,000	10,000	10,000	10,000
OASIS	10,000	10,000	10,000	10,000	10,000	10,000
SOUTHERN APPALACHIAN HISTORICAL ASSN	22,000	22,000	22,000	22,000	22,000	22,000
VALLE CRUCIS COMMUNITY PARK	15,000	15,000	15,000	15,000	15,000	15,000
WAMY	2,500	2,500	2,500	2,500	2,500	5,000
WATAUGA COUNTY ARTS COUNCIL	8,800	8,800	8,800	8,800	8,800	10,000
WATAUGA HUMANE SOCIETY	81,482	82,460	83,865	85,036	86,822	88,124
WATAUGA OPPORTUNITIES	33,000	33,000	33,000	33,000	33,000	33,000
WESTERN YOUTH NETWORK	1,500	1,500	-	-	-	-
TOTALS:	\$ 281,005	\$ 293,760	\$ 317,480	\$ 344,651	\$ 345,437	\$ 354,255

QUALITY. COMPASSION. SUPPORT.

YOUR GIFT IS AN ACT OF LOVE



AMOREM

QUALITY.
COMPASSION.
SUPPORT.

FORMERLY BURKE HOSPICE AND PALLIATIVE CARE & CALDWELL HOSPICE AND PALLIATIVE CARE

A CAPITAL CAMPAIGN FOR OUR HIGH COUNTRY SERVICE AREA

FROM VISION TO REALITY

- Grassroot efforts by local volunteers in early 1980's
- AMOREM—combined organization that encompasses:
 - Three patient care units
 - Two professional centers
 - Grief support center
 - Workstation in Boone
 - Palliative care center under construction in Boone
 - *Dream of a patient care unit to serve Ashe, Avery and Watauga counties!*



Since 2014 AMOREM has had the privilege to provide **local** end-of-life care and support to the residents of Ashe, Avery and Watauga counties.

During FY2020-21, AMOREM served a total of 251 hospice patients in the High Country. Of those patients, 85 needed acute care to manage pain or symptoms outside their home—78% accessed that care in a hospital setting (47 of those patients died in the hospital) and 22% traveled to one of AMOREM's patient care units in Caldwell and Burke counties.

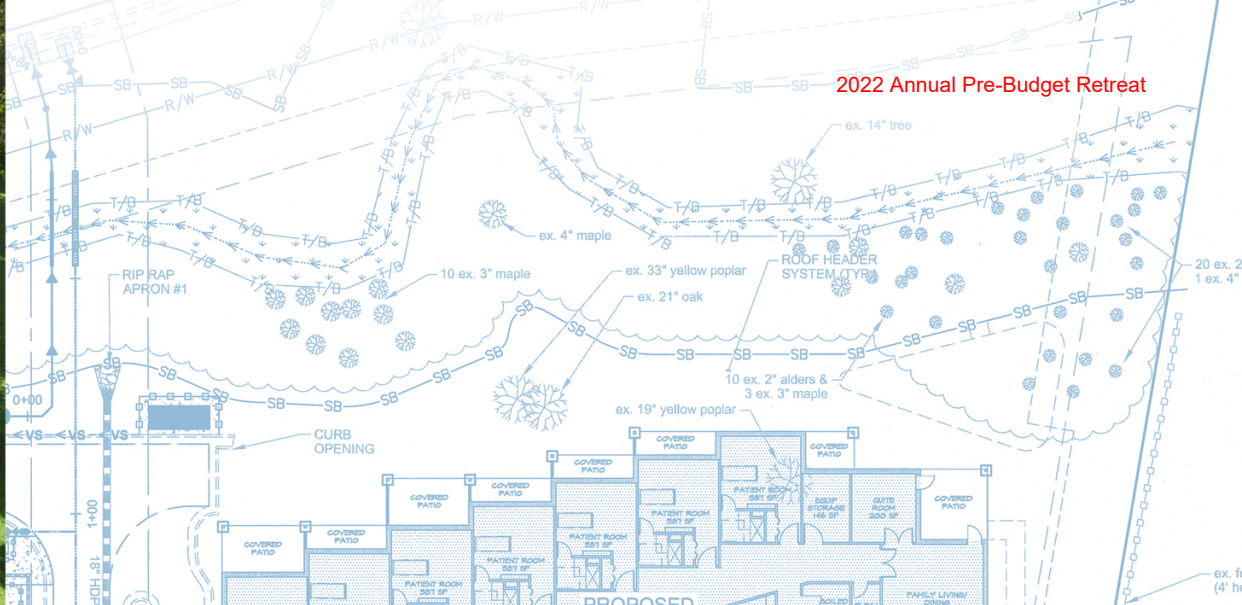


With a projected 56% increase of NC adults over age 65 over the next two decades, the need for end-of-life care will increase as well.

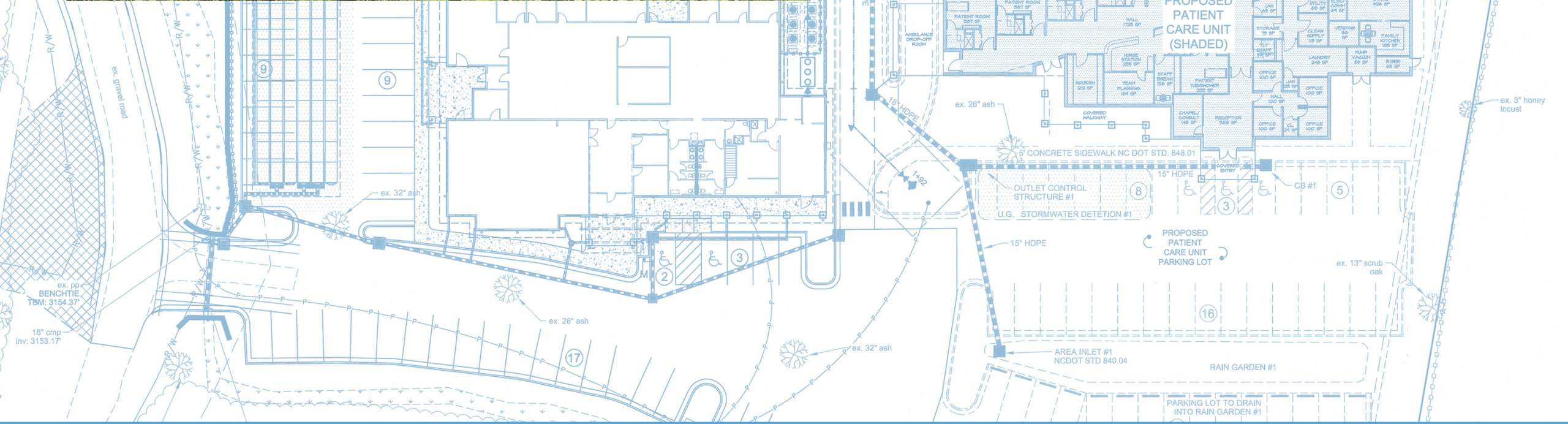
Seeing a growing need for a patient care unit in our High Country service area, the state approved our request for a Certificate of Need to build a seven-bed unit.

Will you partner with AMOREM to bring
more quality, **more** compassion and **more** support
to the High Country?





2022 Annual Pre-Budget Retreat





HIGH COUNTRY PATIENT CARE UNIT

- Seven large patient rooms
- Comfortable family areas
- Full-time staff
- 9,020-square-feet
- Peaceful setting in Boone, NC
- Designed by Appalachian Architecture
- Estimated cost of \$8 million



NAMED GIFT OPPORTUNITIES

Campus	\$2,500,000
Patient care unit	\$1,500,000
Covered entry	\$150,000
Chapel	\$300,000
Team center	\$250,000
Reception	\$100,000
Family living room	\$250,000
Patient/family kitchen	\$100,000
Covered patio	\$250,000
Quiet room	\$250,000
Team planning room	\$50,000
Patient room (7)	\$250,000
Office suite (4).....	\$50,000
Ambulance entrance	\$50,000
Palliative/office building	\$1,000,000
Meeting room.....	\$250,000
Covered entry	\$100,000
Reception/lobby	\$100,000
Commercial kitchen	\$100,000
Office (8)	\$25,000
Covered patio	\$100,000
Breakroom.....	\$50,000
Team room	\$50,000
Conference room	\$75,000
Covered walkway	\$75,000

Additional named gift opportunities from \$5,000 to \$25,000 are available.



CAMPAIGN GOAL
\$8,000,000



“The creation of a thousand forests in one acorn.”

—Ralph Waldo Emerson

Will you partner with us to bring
more quality,
more compassion and
more support
to the High Country?



Your tax-deductible gift
will make a huge difference in
Ashe, Avery and Watauga counties!



MISSION

To provide quality, thoughtful, loving care to our patients and support to their families and offer education and grief support to communities served.

VISION

To transform the way people view and experience serious illness and end of life and foster a culture of compassionate, innovative care.



AMOREM

**QUALITY.
COMPASSION.
SUPPORT.**

FORMERLY BURKE HOSPICE AND PALLIATIVE CARE & CALDWELL HOSPICE AND PALLIATIVE CARE

VALUES

RESPECT

We honor others and meet people where they are by being present with kindness, compassion and without judgment.

ACCOUNTABILITY

We take responsibility for our decisions, actions and words.

INTEGRITY

We foster a culture of trust and respond in an ethical manner to every situation.

STEWARDSHIP

We strive to preserve our reputation and protect the people, time, financial, and environmental resources entrusted to us.

EXCELLENCE

We make every effort to exceed the expectations of all those we serve, including patients, families, referral sources, and our communities.



AMOREM

**QUALITY.
COMPASSION.
SUPPORT.**

FORMERLY BURKE HOSPICE AND PALLIATIVE CARE & CALDWELL HOSPICE AND PALLIATIVE CARE

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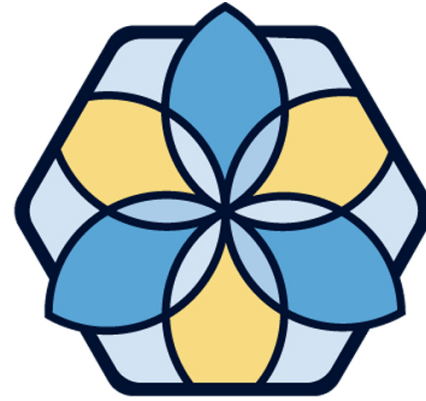
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Anne-Marie Yates



AMOREM

QUALITY. COMPASSION. SUPPORT.

CAPITAL PROJECTS SUMMARY

Project Description	6/30/2021 Balance	2021-22 Budget	Budget Amendments		6/30/2022 Balance
			In	Out	
Caldwell Community College	\$ 103,061	\$ 50,000	\$ -	\$ -	\$ 153,061
Information Technology Needs	451,181	-	-	-	451,181
East Annex Renovations	337,872	-	-	-	337,872
Eastern Community Center	54,150	-	-	-	54,150
Emergency Communications	2,685,651	550,000	-	(477,352)	2,758,299
Facilities Maintenance	2,293,221	738,000	47,783	(1,456,757)	1,622,247
Future County Parking Deck	-	-	5,400,000	-	5,400,000
Future County Buildings	3,039,570	-	2,424,583	-	5,464,153
EDC	174,578	50,000	96,634	-	321,212
Recreation-Facilities/Maintenance	1,308,741	50,000	700,000	(10,000)	2,048,741
Watauga Co. Schools-Long Term Needs	4,598,640	1,500,000	1,500,000	-	7,598,640
Future Valle Crucis School	91,853	2,700,000	2,700,000	-	5,491,853
Watauga Co. Schools-CIP	444,929	500,000	80,507	-	1,025,436
Totals:	\$ 15,583,447	\$ 6,138,000	\$ 12,949,507	\$ (1,944,109)	\$ 32,726,845

Project Description	Actual Additions				
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Caldwell Community College	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
East Annex Renovations	-	-	-	-	-
Eastern Community Center	-	-	-	-	-
EDC	-	-	50,000	83,463	100,000
East Annex Renovations	-	-	-	200,000	-
Emergency Communications	250,000	250,000	250,000	500,000	1,000,000
Facilities Maintenance	315,500	146,400	208,990	1,123,817	1,500,000
Future County Buildings	-	-	-	-	2,900,000
Industrial Park (EDC)	-	-	-	-	-
Recreation-Facilities/Maintenance	2,384,500	2,477,075	1,881,140	274,655	50,000
Recreation-Future Park Development	-	-	-	-	-
Watauga Co. Schools-Long Term Needs	-	1,500,000	1,500,000	1,500,000	-
Future Valle Crucis School	-	-	-	2,700,000	-
Watauga Co. Schools-CIP	935,370	714,205	767,133	704,165	574,808
Totals:	\$3,935,370	\$5,137,680	\$4,707,263	\$7,136,100	\$6,174,808

Valle Crucis Elementary School

February 17, 2022

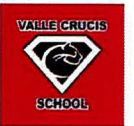


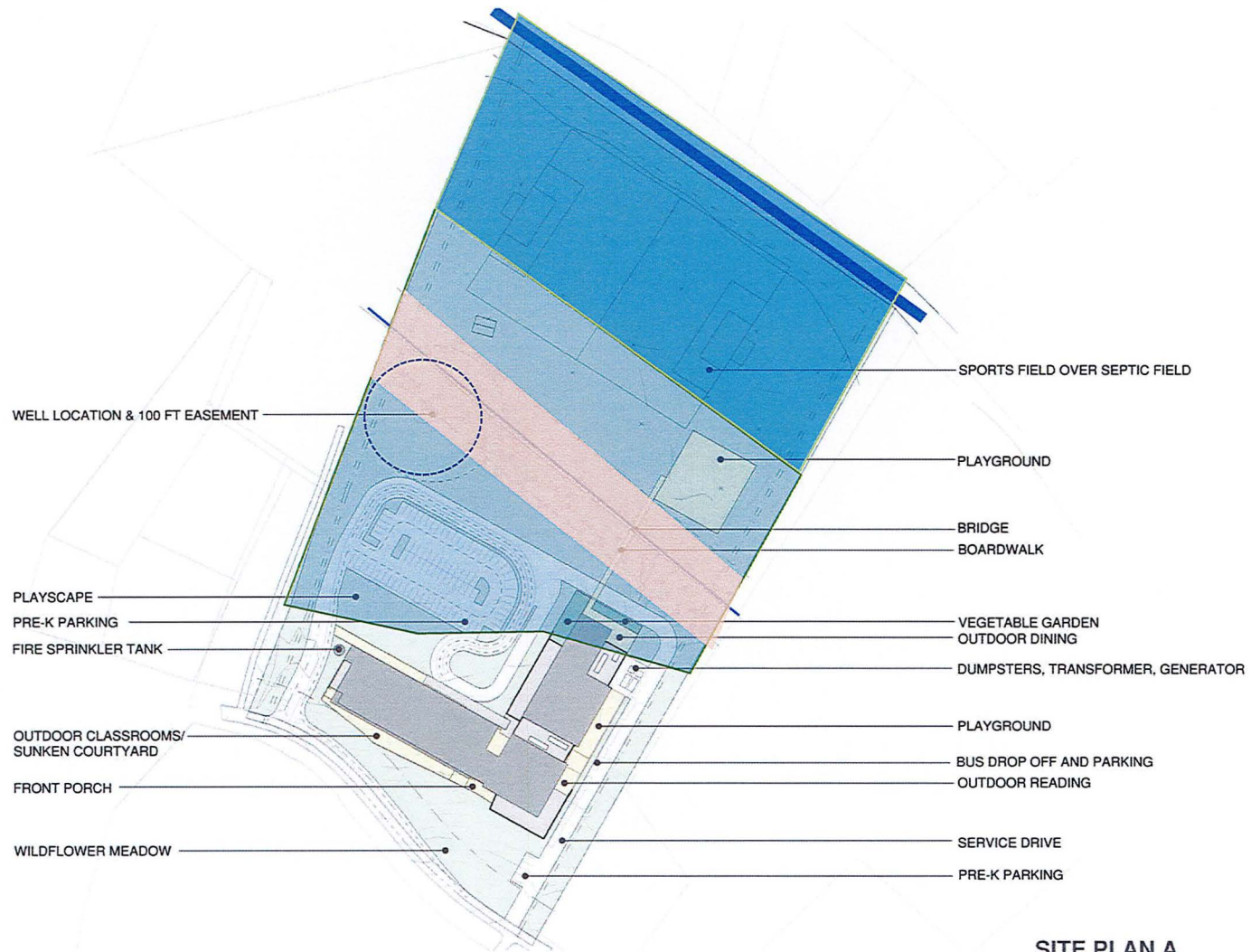
Project Goals

- Values and integration with the community
- Connection to the environment
- Avoid flooding
- Student Centered strategies
- Warm and inviting campus
- Growth

Create

- Flexible spaces for the future
- Environmentally Friendly
- Open, airy, expansive
- Engaging the community
- Safe
- Improved traffic patterns
- Organized facility
- Supporting 21st century learning
- Access to the river and outdoor space





WELL LOCATION & 100 FT EASEMENT

SPORTS FIELD OVER SEPTIC FIELD

PLAYGROUND

BRIDGE
BOARDWALK

PLAYSCAPE

PRE-K PARKING

FIRE SPRINKLER TANK

VEGETABLE GARDEN
OUTDOOR DINING

DUMPSTERS, TRANSFORMER, GENERATOR

OUTDOOR CLASSROOMS/
SUNKEN COURTYARD

FRONT PORCH

PLAYGROUND

BUS DROP OFF AND PARKING
OUTDOOR READING

WILDFLOWER MEADOW

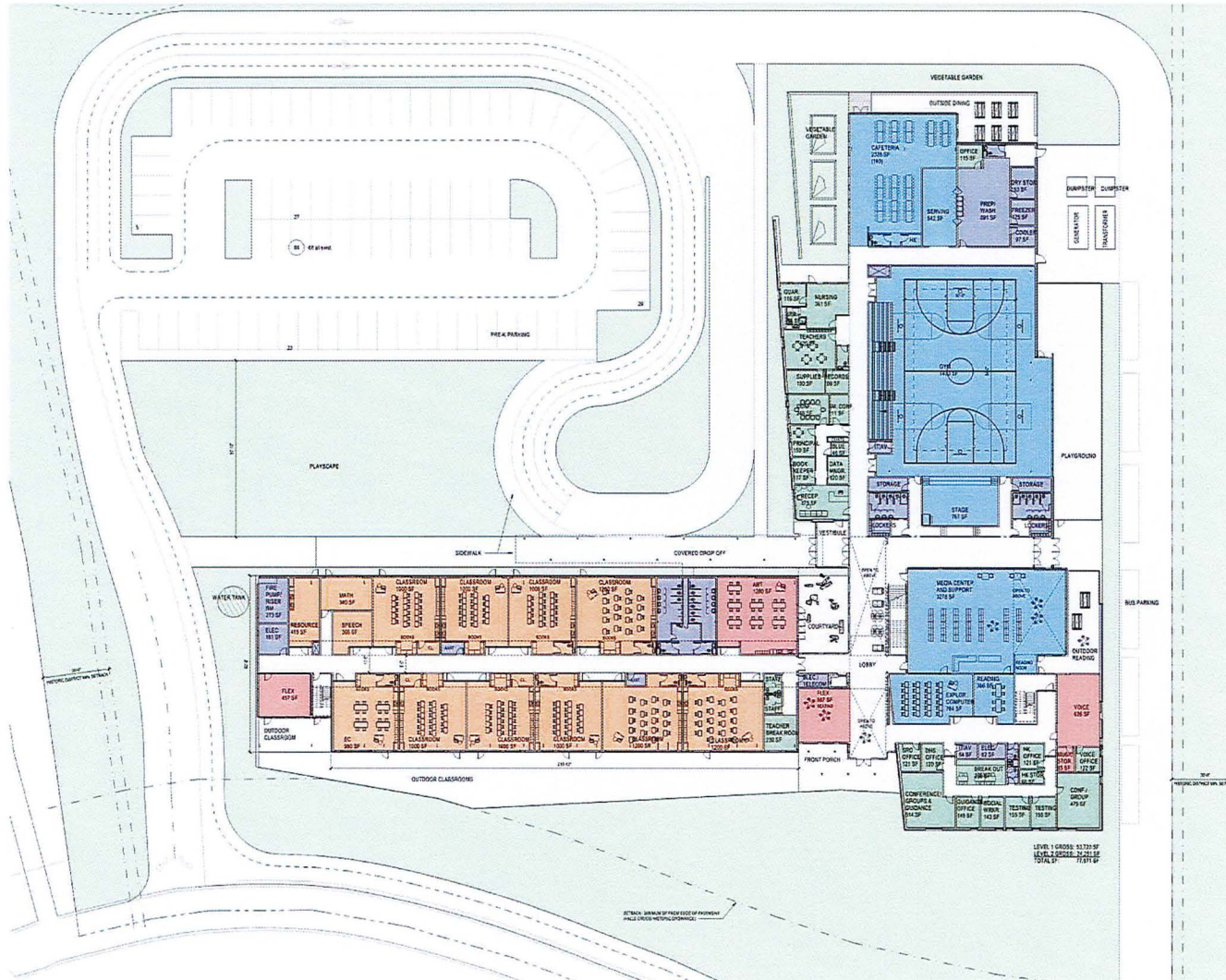
SERVICE DRIVE

PRE-K PARKING

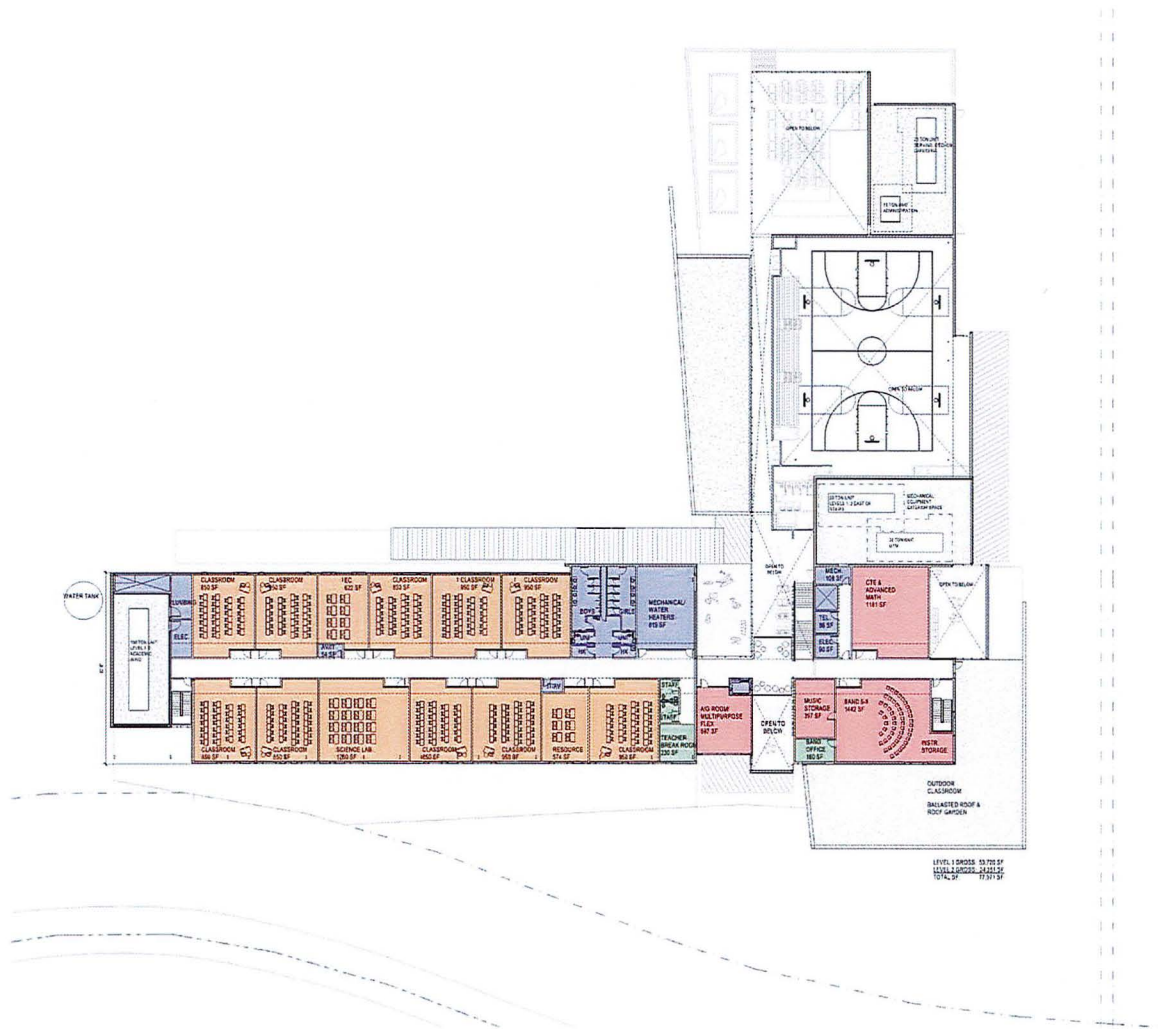
SITE PLAN A



CLARK NEXSEN



LEVEL 1
CLARKNEXSEN



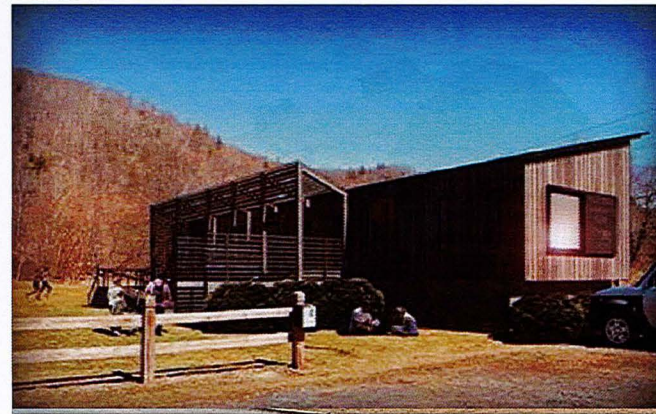
LEVEL 2 
CLARKNEXSEN

MATERIALS





A SCHOOL THAT REFLECTS THE CULTURE AND HISTORY OF THE COMMUNITY
A DESIGN THAT IS OF THE RURAL LANDSCAPE
CONNECTION TO THE COMMUNITY





PROPOSED EXTERIOR MATERIALS

- 1. STANDING SEAM ROOF AND SIDING
- 2. RIVER ROCK
- 3. WOOD ROOF DECK
- 4. WOOD BEAMS
- 5. WOOD SIDING AT A DISTANCE
- 6. WOOD SIDING (CLOSE)
- 7. STONE VENEER SIDING

LOCAL STONE: BLEND OF MOSAIC AND LEDGESTONE



STONE IN SHADE →



STONE IN SUNLIGHT →



D.



E.

HOOPERS CREEK STONE


Ashlar Brown
 Mosaic Gray
 Ledgestone Blended

Hoopers Creek Stone are products of nature and hence are available in color variations, cracks and natural texture. No two pieces of natural stone are alike. These characteristics are not material flaws. You must request the material prior to production to check for cracks, texture, color, or any other irregularity and prepare any finishing required to meet the project owner's approval. Availability to stockpile will be dependent on our season and purchase.

STANDING SEAM ROOF AND SIDING
 A. PREWEATHERED STANDING SEAM METAL ROOF

STRUCTURAL ROOF DECK AND GLULAMS
 B. DOUGLAS FIR GLULAMS
 C. DOUGLAS FIR OR SPRUCE STRUCTURAL DECKING

STONE
 D. RIVER ROCK
 E. LOCAL NATURAL STONE (ADHERED APPLICATION)



← SPRUCE C.

← DOUGLAS FIR GLULAMS B.

← OPTIONS FOR VERTICAL PLANK SIDING

K. L. M. N. H. I. J. F. G. A. D.

HIGH DENSITY COMPOSITE CLADDING
 F. PARKLEX BLOCK FACADE OR
 G. TRESPA PURA NFC SIDING
 OR EQUAL

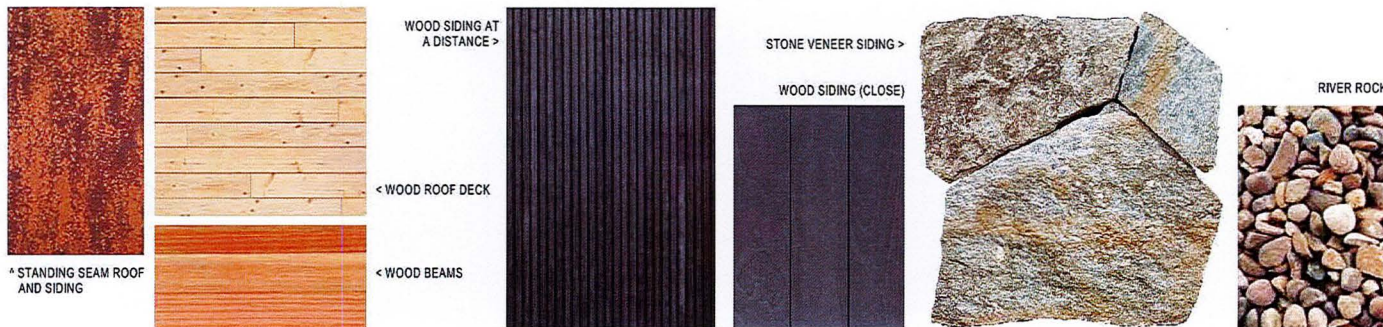
NATURAL WOOD CLADDING
 H. WESTERN RED CEDAR OR
 I. CYPRESS OR
 J. CYPRESS OR
 K. WESTERN RED CEDAR OR
 L. ACETYLATED ACCOYA OR
 M. WESTERN RED CEDAR OR
 N. THERMALLY MODIFIED RADIATA PINE
 OR EQUAL

* SELECTION OF ACTUAL PRODUCTS/MANUFACTURERS WILL BE A FUNCTION OF THE BIDDING PROCESS, BUDGET, WARRANTY, DURABILITY, MAINTENANCE, AND AVAILABILITY AT THE TIME OF PROCUREMENT

MATERIAL CONCEPTS



^ VIEW LOOKING EAST ALONG BROADSTONE RD.





Aerial view looking northeast



Street view looking east on Broadstone



Aerial view looking south



Main entry



Main Lobby



Main Lobby



View from Cafeteria towards the river



Aerial view looking northeast

Schedule

- 95% Construction Documents to VC: 06.01.2022
- Submit to Department of Insurance: 06.01.2022
- VC Review Comments: 06.08.2022
- Cost Estimate Complete: 06.08.2022
- Comments back from DOI: 07.01.2022
- Advertise to Bid: 07.06.2022
- 100% Construction Documents for Bid: 08.04.2022
- Bidding August 4 - September 1, 2022
- Notice to Proceed: 09.15.2022
- Construction Complete: May/June 2024

Valle Crucis Elementary School

February 17, 2022





February 8, 2019

Watauga County Manager
814 West King Street
Suite 205
Boone, NC 28607

Attn: Mr. Deron Geouque
County Manager

RE: WATAUGA COUNTY FACILITIES ASSESSMENT

Dear Mr. Geouque,

Long ranging planning is critical to thoughtful and steady growth. Clark Nexsen is please to provide you this proposal for a preliminary facilities assessment. The goal of this assessment is to evaluate existing programs of the County Judicial and Administrative staff, determine how best to utilize the available space, and to plan for future growth. Our task will be to meet with up to 5 groups identified by the County to evaluate their space needs, formulate a building program from these needs, and make a recommendation for accomplishing the goals established during this programming effort. Generally these efforts will take 2-3 months to accomplish due to scheduling conflicts among the participants. Our approach will be to schedule a series of departmental meetings at 1.5 hour intervals. We will interview the groups and document their needs. It will be important for the departments to prepare or have a clear understanding of existing staff, future growth, emerging trends for their profession, and express this during the interview process. Prior to our meeting we will send a questionnaire to assist them with their preparations. Upon completion of the information gathering, we will distribute our findings to the departments and modify the programming document based on their feedback.

Deliverables for these efforts shall include the following:

- a. Meeting minutes from group discussions
- b. Tabular spread sheet indicating space requirements for each department or group
- c. Parking evaluation across from existing County building.
- d. Recommendations for use of existing structures or possible new facilities
- e. Presentation to County Commissioners or administrative staff.

For the above listed items we propose a lump sum fee of \$15,000. Our efforts will be monthly based on the percentage complete of our task.



If you have any additional questions, please let me know.

Sincerely,

CLARK NEXSEN



Chadwick S Roberson, AIA, LEED AP BD+C
Principal

Accepted by: Devin George date: 11-4-2019

Printed Name: Devin George

**This instrument has been preaudited in the manner
required by the local Government Budget and Fiscal
Control Act.**

11-4-19 [Signature]
Date Finance Director

Update

Watauga County Parking Deck

Bill Dixon, Architect

February 6th, 2022

Appalachian Architecture, PA

Background:

April 2021 - Architect was approved to determine the feasibility of three parking options on the County's property at Water and Queen Streets. Architect selected an initial design team comprising local Civil Engineer, Site and Soils Consultant. A preliminary Geotechnical study and report was performed by Jeff Holchin, Solid Rock Engineering. A base map was assembled from old surveys and available GIS data.

August 2021 - Three conceptual design parking options and projected costs were presented to the Commissioners who selected the two-level parking deck design (attached) and instructed Architect to prepare proposals to proceed with developing the design.

September-November 2021 – As the design team further investigated the site, we realized the topography allowed a possible “cork-screw” design option, adding an additional level of parking and possibly increasing the number of parking spaces within the same footprint. After discussing with Deron Geroque and Robert Marsh, it was decided to further investigate the cork-screw design before proceeding with contracts on the two-level parking deck. As such, the Design Team:

- Developed corkscrew conceptual plans and elevations
- Reviewed conclusions with site design consultant,
- Performed an evaluation of the cork screw design with the Town's Unified Development Ordinance
- Reviewed structural design parameters with structural engineer
- Reviewed the design and costs with general and specialty contractors

After further study, our conclusions were that the end result of the cork-screw design would not be worth the relative increase in the number of parking spaces for the following reasons:

Costs- The cork-screw design would have to be constructed with a post-tensioned cast-in-place concrete system (CIP) requiring supporting columns throughout the structure; whereas the two-level parking deck would be constructed relatively column-free with precast concrete members, then assembled on the site which is a faster and less expensive type of construction.

Vehicle Maneuverability & Customer happiness – The CIP cork-screw design requires concrete columns @ every three parking spaces on both sides of a traffic aisle, greatly restricting visibility and maneuverability. Even though it may work on paper, it is difficult to maneuver around the tight spaces and columns. As a result it became our opinion that both consumers and the County would ultimately dislike the end product. A local example of the post-tensioned cast-in-place concrete system with the resulting columns is the under building parking in the River's Walk apartment building on Poplar Grove Road.

UDO- Building Height – Based on the text of the UDO, it would be a challenge, if not impossible, to meet the maximum building height of 35' allowed in the B-1 district.

As a result of this investigation, it became obvious to the Design Team that the two-level parking deck provided the most parking with the best maneuverability, would be the most cost effective to construct and most straight forward to permit.

Moving Forward:

New Survey – A new survey will be required to further develop the design for permitting and construction. Appalachian Professional Land Services, Inc will submit cost to complete an updated survey this winter.

Contracts - Architect will prepare and submit contracts to the County indicating scope of work and costs to complete the design of the two-level parking structure design and prepare construction documents for bidding, permitting and construction.

Schematic & Design Development Documents – Design Team will continue to develop the design drawings this spring to be used in applications for the Town of Boone zoning approvals required to review and approve the construction of the parking structure as outlined below. Design Team will continually update the Commissioners on the progress of the design during all phases of the project.

Text Amendment – Town of Boone Unified Development Ordinance - *A clerical error was made in the final draft of the revised Town's UDO adopted by Town Council last November regarding parking lots and decks in the B-1 District. The designation of "CD" (Conditional Zoning) was inadvertently left out of the permissible uses in the parking section of the new B1-DC downtown zoning district.* Even though Planning & Inspections admitted to the error, the department is not allowed to reinsert the language without town council approval. P&I has submitted the text amendment which is scheduled to be heard at the Town's March Public Hearing. The new Town Council can amend the text by reinserting the CD designation thereby allowing parking structures in the B-1 zoning district if permitted through the Conditional Rezoning process or provide another mechanism in the UDO for approval. *The new town council has publically stated that they want to begin new relationships with the County and University. Since the town recognizes the need for additional parking downtown, it is assumed that the new town council will approve a process promoting such efforts.*

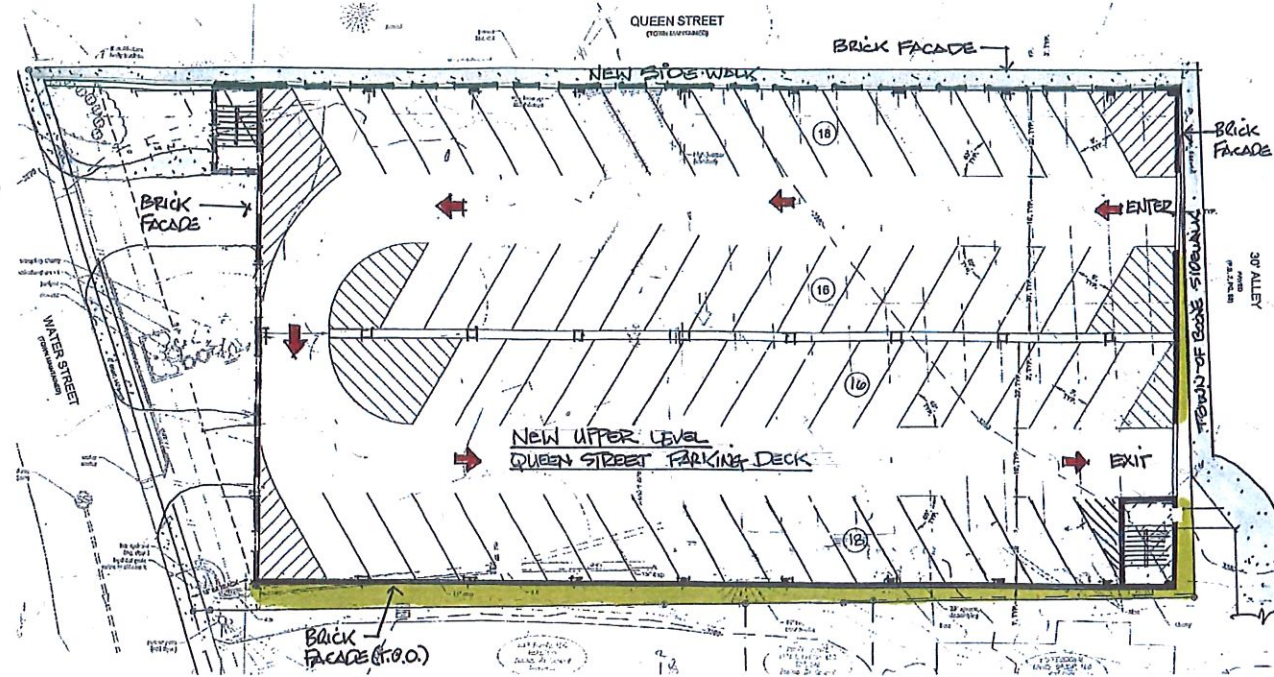
Certificate of Appropriateness (COA) - Historic Preservation Commission (HPC) – The UDO now requires all projects under consideration in the downtown business district to obtain a COA from the HPC. *This is now the first step in the permitting process and precedes application submittals for zoning approval.* In order to apply for the COA, the Design Team will need to complete the design of the parking deck, providing site plan, floor plans and exterior elevations of the deck for review by the HPC. Architect will prepare supporting documents required to complete the COA application and present the project to the HPC later this spring 2022. Schedule to be determined.

Zoning Approval – Upon reinstatement of language in the UDO allowing parking structures in the B-1 district and approval of the COA by the HPC, the design team will prepare documents and applications for zoning submittals in early summer 2022. Schedule to be determined.

Additional Geotechnical Information may be required once the final design is completed and location of load bearing columns is determined.

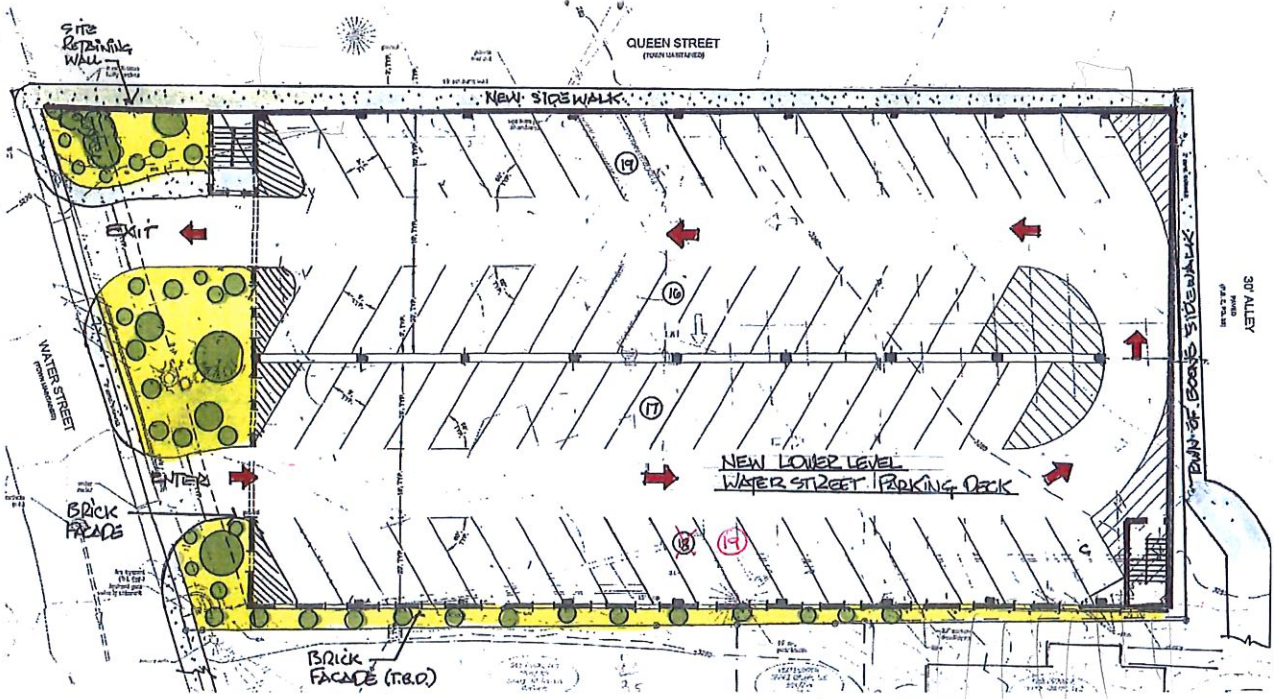
Construction Documents - Design Team will prepare documents for bidding, selection of contractor, permitting and construction in Summer 2022, anticipating bidding the project in early Fall 2022.

Construction – Barring any unforeseen circumstances, construction should commence late fall 2022.



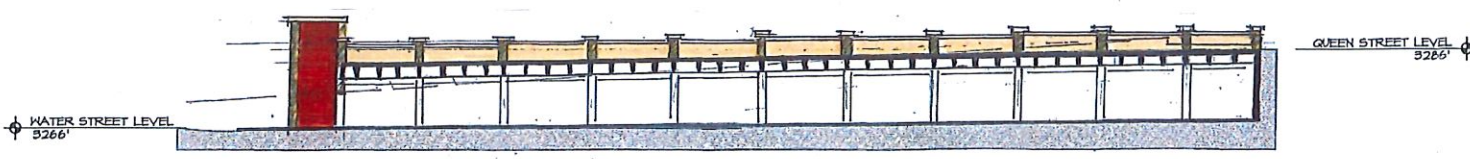
2 CONCEPTUAL DESIGN OPTION #3 - UPPER LEVEL
A-3 NEW TWO-LEVEL PARKING DECK 1"=20'-0"

PARKING:
QUEEN STREET DECK (UPPER) = 68 SPACES
WATER STREET DECK (LOWER) = 71 SPACES
TOTAL = 139 SPACES

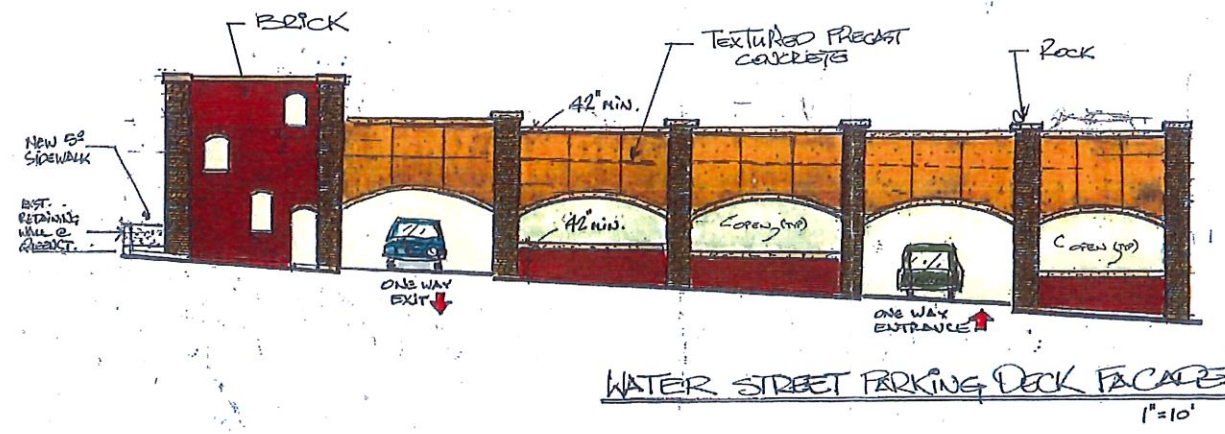


2 CONCEPTUAL DESIGN OPTION #3 - LOWER LEVEL
A-3 NEW TWO-LEVEL PARKING DECK 1"=20'-0"

PARKING:
QUEEN STREET DECK (UPPER) = 68 SPACES
WATER STREET DECK (LOWER) = 71 SPACES
TOTAL = 139 SPACES



3 SITE SECTION
A-3 1"=20'-0"



Option 3 - Preliminary Costs Estimate
New two-level parking deck structure end to end
Note: Parking structures are NOT exempt from meeting the Town's general Zoning requirements. Option 3 triggers the Town's Tiered Improvement requirements which include, among other items, that the County provide a sidewalk along Queen Street and meet the site photometric lighting requirements.

Site demolition and excavation	\$ 50,000.
Storm drainage	\$ 35,000.
Backfill	\$ 100,000.
Final grading	\$ 175,000.
Soil Nailing and/or Pile driving	\$ 150,000.
Parking deck structure	\$ 3,650,000.
Subtotal	\$ 4,160,000.
10% Contingency	\$ 416,000.
Subtotal	\$ 4,576,000.
10% professional fees-Survey, Testing, Architectural & Engineering fees, Site lighting, landscaping design, Certifications, etc.	\$ 457,600.
TOTAL	\$ 5,033,600.

\$5,033,600. / 139 PARKING SPACES = \$36,213 AVERAGE PRICE PER SPACE

Notes:
Costs estimates prepared by Bill Dixon, Architect and Alan Grees, PE in consultation with Mike Wilson, TOYHSM.

Sidewalk along Queen Street - The costs of options 2 & 3 would more than likely trigger the Town's Zoning Tiered Improvement System which would require the County to install a 5' wide sidewalk along Queen Street for the entire length of the property. The existing retaining wall and differential grades along the first section of Queen Street complicate the installation of sidewalk which might affect the costs. To be determined.

Lighting - Costs estimates assume that surface parking lighting will be provided by NRLP.

Assumptions- Average cost of \$30K per parking space in a concrete parking deck structure was determined thru a variety of sources:

- Standard Industry price indexes reflecting current construction costs
- Consultation with ASU's Design/Construction Department
- Consultation with local general contractor familiar with parking deck construction



APPALACHIAN ARCHITECTURE, PA
BILL DIXON, NCARB
705 N. KING ST.
SUITE 201
BOONE, NC 28607
828 265 2405
FAX: 828 265 2406
HESBITE: HHAAPPALARCH.COM

DATE: 8/17/21

REVISIONS:

DATE	REV#	BY



DESIGN OPTION #3
WATAUGA COUNTY PARKING
BOONE
NORTH CAROLINA

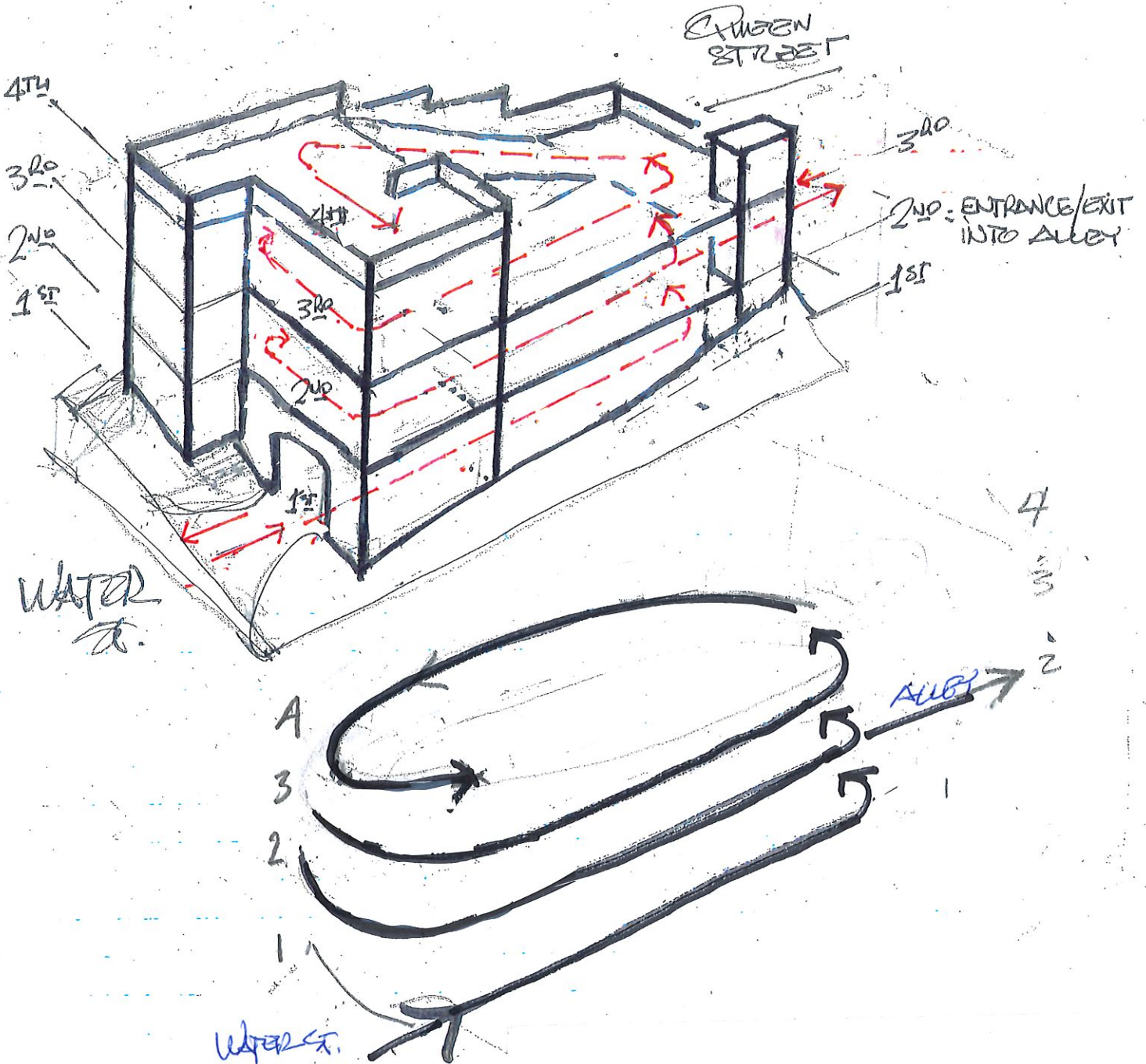
DRAWN BY: LB
CHECKED BY: BD

SHEET TITLE
A-3
OF



APPALACHIAN ARCHITECTURE, P.A.

WILLIAM (BILL) DIXON, JR., AIA, NCARB



CORKSCREW PARKING DECK

SEPTEMBER 8TH 2021


205 PARKING SPACES



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: July 14, 2021

RE: Change Order for Design Build Services

Muter Construction has submitted proposals for three Design-Build projects. These projects have been identified in the CIP for completion in FY 2021-22.

BACKGROUND

The County's CIP includes the need to replace roofs and HVAC systems on the Human Services Center and the Law Enforcement Center Detention Building, and recently a need for a storage building for Parks and Recreation and the Maintenance Department has been discussed. The County has explored several options to address these needs and has realized the best option is to proceed with a Design-Build contract for project procurement.

The County has been very pleased with the performance of Muter Construction with the current Design-Build contracts for reroofing the Courthouse and Administration buildings. It appears both projects will be completed within budget even though the contractor has battled several permitting issues as well as rising prices throughout every phase of the construction industry. The Administration roof was completed, and the Courthouse is scheduled to begin late summer.

Staff began preliminary conversation with Muter Construction this spring concerning the following projects:

- 1) Retrofitting the Human Services Building and Appalachian Enterprise Center with a sloped metal roof and new HVAC systems. The current roof and systems were installed 24 years ago and are beyond their life cycle.
- 2) Retrofitting the Law Enforcement Center Detention Center with a new roof is included in the CIP plan for replacement this year. However, staff has reconsidered the recommendation to reroof only the jail building on the campus and now recommends replacing all of the roofs and HVAC systems on the four buildings that were constructed in 2005. The 16-year-old HVAC systems and roofing has deteriorated and is ready for replacement.
- 3) The Sports Complex Storage Building was first proposed by staff during the planning of the Recreation Center and the termination of the lease with the

Optimist facility. The proposed structure will have an area for Maintenance to store landscaping equipment and a section for the Recreation Department's field equipment and supplies.

These projects are considered as well-defined, narrow-scope projects and good candidates for the Design-Build procurement process. Muter has proposed preliminary budgets based upon the criteria the County has provided them for estimating purposes.

DESIGN-BUILD PRELIMINARY ESTIMATES			
<u>Project</u>	<u>Current CIP Estimate</u>	<u>Muter Estimate for Design & Const</u>	<u>Phase One Fee for Design</u>
Human Services	\$873,257	\$870,500	\$72,000
Law Enforcement Center	\$480,000	\$1,170,000	\$110,000
Sports Complex Storage	N/A	\$295,000	\$22,000

RECOMMENDATION

Staff recommends the County enter into an extension of the current Design-Build contract to include the above-referenced projects. The scope of the existing contract can be addressed as a single change order for proceeding immediately into the design phase. After design, the contractor will submit another proposal for construction based upon completed working drawings, material and labor cost. If for some reason the projects are not approved for construction, then the County will receive ownership of the drawings and specifications. The fee to proceed with the design phase is \$204,000.



111 East Vance Street
 Zebulon, North Carolina 27597
 919-404-8330 | www.muterconstruction.com
 North Carolina General Contractors No. 73095

CHANGE ORDER SUMMARY & BUDGET

Project Name: Human Services Building
Project Address: 132 Poplar Grove Road Boone, North Carolina
Owner: Watauga County
Owner Representative: Robert Marsh
Owner Address: 969 West King Street Boone, North Carolina

SUMMARY OF CHANGE ORDER:

The preliminary design-build budget pricing for the above referenced project is included below. The pricing is based on the available drawings and aerial photographs of the existing roof. The pricing is not guaranteed but reflects our best cost estimate based on the information stated above, current market pricing for labor, material and equipment and from our experience on similar projects. If accepted, the design cost would allow Muter Construction to engage Clark Nexsen (Architect) to begin design. During the Design Phase, updated cost information will be provided to the County. The County will then direct Muter Construction to proceed with the Construction Phase. We have included a contingency allowance of \$5,000 for unforeseen items that will be part of the Construction Phase. Any unused allowance funds will be returned to the Owner. We have also included an allowance of \$205,000 for HVAC replacement based on Owner feedback and site visits. The price includes design for the HVAC replacement. Once directed by the Owner, Clark Nexsen (Architect) will design the HVAC replacement and, if approved, will obtain proposals from qualified contractors for the Scope of Work.

SCOPE OF WORK:

The building area measures approximately 24,000 square feet. The existing roof system consists of EPDM membrane over ridged roof insulation. There are several areas where the roof system failed and has been patched. Insulation has been displaced in areas causing water to pond. Approximately 11 HVAC units on the main roof, nine (9) fan units and eight (8) vent stacks. There is one (1) large exhaust unit on the back of the building. The structure is steel framed with bar joists running from the front of the building to the back and appears to have slope in structure to gutters at the rear of the building. Muter Construction proposes installation of a single slope metal roof system over the existing EPDM without removing the existing roof. All necessary flashings will be included in the Design-Build package. A lightweight structural steel framing system will be designed and erected to meet the local building codes and weather conditions. HVAC equipment will be raised to new curbs that will sit on top of the new roof system. New gutters and downspouts will be installed to fit with existing drainage plan. Muter Construction will engage Clark Nexsen (Architect) to review and inspect sealed and stamped engineered roof and HVAC plans, specifications and work. The design team will submit a Letter of Compliance at the completion of the project.

BUDGET COST:

Design Cost:	
Design Team Fee	\$72,000.00
Construction Cost: \$593,500.00	
Material	\$240,000.00
Labor	\$190,000.00
General Conditions	\$158,500.00
Contingency	\$5000.00
*Allowance for HVAC Replacement	**\$205,000.00
TOTAL PROJECT BUDGET	\$870,500.00

* Budget pricing for HVAC replacement is a rough approximation based on current market pricing and existing conditions. This budget will be adjusted after preliminary design is completed.

** Budget price includes design for HVAC replacement.



111 East Vance Street
 Zebulon, North Carolina 27597
 919-404-8330 | www.muterconstruction.com
 North Carolina General Contractors No. 73095

CHANGE ORDER SUMMARY & BUDGET

Project Name: Watauga County Detention Center
Project Address: 184 Hodges Gap Road Boone, North Carolina
Owner: Watauga County
Owner Representative: Robert Marsh
Owner Address: 969 West King Street Boone, North Carolina

SUMMARY OF CHANGE ORDER:

The preliminary design-build budget pricing for the above referenced project is included below. The pricing is based on the available drawings and aerial photographs of the existing roof. The pricing is not guaranteed but reflects our best cost estimate based on the information stated above, current market pricing for labor, material and equipment and from our experience on similar projects. If accepted, the design cost would allow Muter Construction to engage Clark Nexsen (Architect) to begin design. During the Design Phase, updated cost information will be provided to the County. The County will then direct Muter Construction to proceed with the Construction Phase. We have included a contingency allowance of \$10,000 for unforeseen items that will be part of the Construction Phase. Any unused allowance funds will be returned to the Owner. We have also included an allowance of \$225,000 for HVAC replacement which includes the cost of design. Once directed by the Owner, Clark Nexsen will design the HVAC replacement and, if approved, Muter Construction will enter into bidding the HVAC replacement in order to obtain proposals from qualified contractors.

SCOPE OF WORK:

The project consists of what appears to be four buildings, three which are connected and one that is stand-alone. The main building area is approximately 26,800 square feet. The stand-alone structure is roughly 4,000 square feet. The existing roof system consists of TPO membrane over ridged roof insulation. Roofing appears to be roughly 18 years old. There are approximately 13 HVAC units on the main roof; 11 fan units, 27 vent stacks and 11 skylights. Structure framing is unknown currently but appears to have slope in structure to gutters. Muter Construction proposes installation of a slope metal roof system over the existing roof. All necessary flashings will be included in the Design-Build package. A lightweight structural steel framing system will be designed and erected to meet the local building codes and weather conditions. HVAC equipment will be raised to new curbs that will sit on top of the new roof system. New gutters and downspouts will be installed to fit with existing drainage plan. Muter Construction will engage Clark Nexsen (Architect) to review and inspect sealed and stamped engineered roof and HVAC plans, specifications and work. The design team will submit a Letter of Compliance at the completion of the project. **There are three other stand-alone structures on the site that are shingled roofs with what appears to be a 4/12 pitch. These buildings are not included in the Scope of Work at this time.**

BUDGET COST:

Design Cost:	
Design Team Fee	\$110,000.00
Construction Cost: \$835,000.00	
Material	\$320,000.00
Labor	\$280,000.00
General Conditions	\$225,000.00
Contingency	\$10,000.00
*Allowance for HVAC Replacement	**\$225,000.00
TOTAL PROJECT BUDGET	\$1,170,000.00

* Budget pricing for HVAC replacement is a rough approximation based on current market pricing and existing conditions. This budget will be adjusted after preliminary design is completed.

** Budget price includes design for HVAC replacement.



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 919-404-8330 | www.muterconstruction.com
 North Carolina General Contractors No. 73095

CHANGE ORDER SUMMARY & BUDGET

Project Name: Pre-Engineered Maintenance Building
Project Address: 231 Complex Drive Boone, North Carolina
Owner: Watauga County
Owner Representative: Robert Marsh
Owner Address: 969 West King Street Boone, North Carolina

SUMMARY OF CHANGE ORDER:

The preliminary design-build budget pricing for the above referenced project is included below. The pricing is based on the available drawings and aerial photographs of the existing roof. The pricing is not guaranteed but reflects our best cost estimate based on the information stated above, current market pricing for labor, material and equipment and from our experience on similar projects. If accepted, the design cost would allow Muter Construction to engage Clark Nexsen (Architect) to begin design. During the Design Phase, updated cost information will be provided to the County. The County will then direct Muter Construction to proceed with the Construction Phase. We have included a contingency allowance of \$2,500 for unforeseen items that will be part of the Construction Phase. Any unused allowance funds will be returned to the Owner.

SCOPE OF WORK:

The project consists of a new pre-engineered maintenance building measuring approximately 1,400 square feet and includes associated sitework around the building area to accommodate the building pad and services for the structure. Muter Construction will engage Clark Nexsen (Architect) for the design of the building and for associated site work. The design team will submit a Letter of Compliance at the completion of the project.

BUDGET COST:

Design Cost:	
Design Team Fee	\$22,000.00
Construction Cost: \$273,000	
Material	\$80,000.00
Labor	\$60,000.00
PME Subcontractor	\$70,000.00
General Conditions	\$60,500.00
Contingency	\$2,500.00
TOTAL PROJECT BUDGET	\$295,000.00

AMERICAN RESCUE PLAN (ARP) Funding Projects

Updated list of potential projects regarding the American Recovery Plan (ARP) funding:

<u>Project</u>	<u>Estimated Cost</u>	<u>Balance of ARP Funding</u>
		Beginning Total - \$10,911,724
Detention Facility- Unbudgeted		
COVID19 Expenses	\$300,000	\$10,611,724
Broadband Initiative	\$7,750,000	\$ 2,861,724
Kill/Chill Facility	\$500,000	\$ 2,361,724
Valle Crucis Elementary School		
Water/Sewer/Stormwater	\$2,145,000	\$ 216,724

Outside Agency Requests

OASIS – 1 Time Mortgage Relief	\$50,000	
Children’s Council		
Reoccurring Services	\$100,000-\$500,000	
WYN		
Property Acquisition	\$1,000,000	

APPENDIX A

Cover Sheet

ATTACHMENT A: COVER SHEET

Name of Person, Business or Organization:	SkyBest Communications & Blue Ridge EMC		
Type of Entity:	Internet Service Provider & Electric Membership Cooperative		
Federal Tax ID Number:	562084485 (SkyBest) 560160075 (Blue Ridge EMC)		
DUNS Number:	165386835 (SkyBest) 033626289 (Blue Ridge EMC)		
Contact Person – Name	Robbie Farmer (SkyBest) & Brad Shields (Blue Ridge EMC)		
Contact Person – Address	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Robbie Farmer 1200 Hwy 194 N West Jefferson, NC 28694</td> <td style="width: 50%; border: none;">Brad Shields 1216 Blowing Rock Blvd, NE Lenoir, NC 28645</td> </tr> </table>	Robbie Farmer 1200 Hwy 194 N West Jefferson, NC 28694	Brad Shields 1216 Blowing Rock Blvd, NE Lenoir, NC 28645
Robbie Farmer 1200 Hwy 194 N West Jefferson, NC 28694	Brad Shields 1216 Blowing Rock Blvd, NE Lenoir, NC 28645		
Contact Person – Phone Number(s)	Robbie Farmer: 336-876-6281 Brad Shields: 828-759-8951		
Contact Person – E-mail address(es)	robbie.farmer@skyline.org bshields@blueridgeenergy.com		

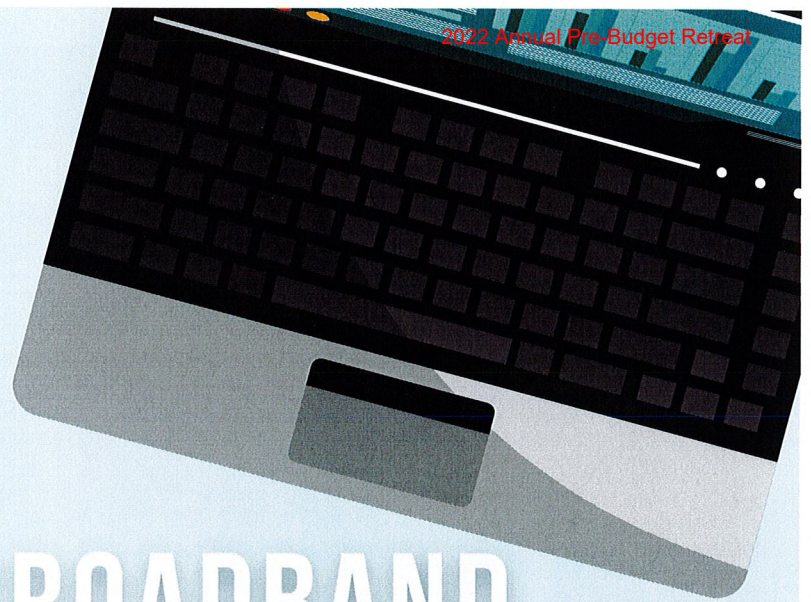
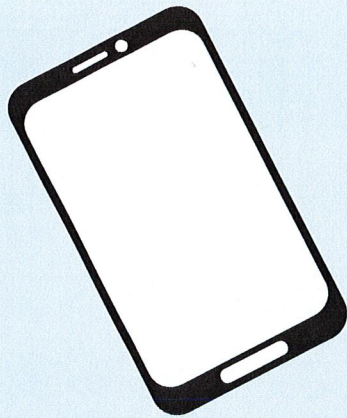
By signing this *Cover Sheet* I hereby attest: that I have read and understand all the terms listed in the RFP; I have read and understand all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by Watauga County, North Carolina, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.



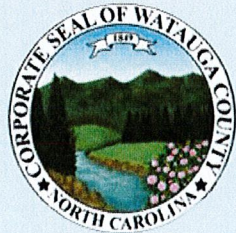
 Signature of Authorized Representatives

December 15th, 2021
Date

Robbie Farmer
 Brad Shields
 Printed Names of Authorized Representatives
 Robbie - Chief Technology Officer
 Brad - SVP & Chief Communications Officer
 Printed Titles of Authorized Representatives



RFP FOR BROADBAND SERVICES FOR UNSERVED AREAS OF WATAUGA COUNTY



DECEMBER 22, 2021

Attention: Deron Geouque
814 West King St.
Suite 205
Boone, NC 28607

Please accept this joint response from SkyBest Communications and Blue Ridge Energy to serve Watauga County residents and businesses with high speed internet.



Kimberly Shepherd
CEO SkyBest Communications, Inc.



Doug Johnson
CEO Blue Ridge Energy

SkyBest Communications Primary Contact: Robbie Farmer
robbie.farmer@skyline.org

Blue Ridge Energy Primary Contact: Brad Shields
bshields@blueridgeenergy.com

Quick Reference

Executive Summary	4
Network Details	4
Product Offerings	5
Company Qualifications	6
Key Personnel	7
Understanding the Project	8
Company Experience	10

Additional Documents at the Conclusion of the RFP:

Connecting New Communities

Subrecipient Agreement for Broadband Network Development

Executive Summary

SkyBest Communications, Inc. (Company) is a wholly-owned subsidiary of SkyLine Membership Corp., a member-owned telecommunications cooperative based in northwest North Carolina. Established in 1998, SkyBest Communications now serves more than 27,000 broadband customers in its 920 square mile territory in five North Carolina counties, one county in eastern Tennessee and a portion of the Rugby community in southern Virginia. SkyBest Communications will be the retail Internet Service Provider, leveraging its decades of experience as an ISP.

Blue Ridge Energy (Secondary) is a member-owned electric cooperative serving more than 77,800 meters over approximately 1,525 square miles in northwest North Carolina. The cooperative has fiber-optic network facilities in much of its service territory to connect substations and monitor its grid. In 2009, Blue Ridge Energy established its wholly-owned telecommunications subsidiary, RidgeLink LLC, to market the cooperative's excess dark fiber capacity as well as build and administer a fiber-optic network and facilities outside the electric territory. Through their respective parent corporations, SkyBest Communications and RidgeLink understand and have experience in meeting the RUS standards for construction, as well as meeting the needs of rural and underserved communities of Watauga County.

This document will detail the network, Company Experience and Timeline that can be expected if SkyBest Communications and RidgeLink were to be selected to provide internet services to the selected areas in Watauga County.

Network Details

A project of this magnitude has many key facets that should be considered. In addition to the network details shared in the Understanding of the Project section of this response, some additional key components of the network and how this deployment will be facilitated along with some of the benefits of the plan are detailed below. The total cost of this project to Watauga County will not exceed \$7,750,000.

Blue Ridge Energy owns the electric utility poles that serve this entire footprint. The project is designed to follow these existing pole lines. The project's fiber will be placed in the power space for protection and clearance. The poles and the rights of way clearances are regularly maintained by Blue Ridge Energy. SkyBest Communications will build portions of the network via aerial cable placement but will also bury certain portions of the distribution fiber when needed and where applicable to allow for easier access and maintenance going forward.

This deployment will utilize SkyBest Communications' robust Internet backbone, which is well-equipped to handle the additional bandwidth needs. The backbone is designed to avoid service degradation and bottlenecks with a 27:1 (maximum) oversubscription ratio for backhaul. Today's ratio is less than 2:1. At the edge of its network, SkyBest Communications uses local

caches from Google, Netflix and YouTube to effectively reduce demand on peering links by half, while ensuring optimum performance and throughput during peak usage hours.

SkyBest Communications has three redundant peering links spread among three diverse ISP's for backhaul to the Internet cloud. These providers are Citizens Telephone with a peering point in Floyd, VA, Lumen with a peering point in Atlanta, GA, and Cogent with a peering point in Charlotte, NC. Each connection is carried across separate and diverse transport networks from our POP's in Baldwin, NC and Sparta, NC to each of these companies' respective peering points. Collectively, these three peering arrangements provide SkyBest Communications with 215 Gbps of available backhaul to the Internet. The redundant connections ensure that an outage with a single peering partner does not isolate connectivity or degrade performance for our customers. These peering connections and routers are constantly monitored to ensure adequate bandwidth and availability for broadband customers. The peering links with Lumen and Cogent are 100 Gbps physical connections and there is a 15 Gbps physical connection with Citizens Telephone. This physical diversity allows for excellent performance, minimal latency and quick bandwidth augmentations when needed.

The project's electronics, OSP facilities and customer connections, along with peering connections and routers, will be monitored 24/7 by SkyBest Communications Network Operations Center (NOC) to ensure maximum uptime and quick resolution to outages or issues. Consistent monitoring for quick response allows SkyBest Communications to provide its customers with exceptional service.

Product Offerings

SkyBest Communications will communicate and market to each home and business that will be eligible for service throughout the project area. Available services will include competitively priced Internet with speeds starting at 300 megabits per second (Mbps) and as high as 1 Gigabit (1,000 Mbps). SkyBest Communications delivers symmetrical internet speeds exclusively over our fiber network. Symmetrical speeds provide users with the same capacity in uploading and downloading data to and from the internet. Offering symmetrical internet speeds over a robust fiber-optic network is a differentiator not only in our local area but nationally and is a tangible benefit for both residents and businesses of Watauga County.

In addition to High Speed Internet, SkyBest Communications will market and offer a full suite of telecommunications services, including Phone, IPTV, Security and Surveillance Systems.

Standalone Residential Broadband speeds and pricing will be offered as follows:

300/300 Mbps - \$45

500/500 Mbps - \$85

1/1 Gig - \$150

Standalone Business Broadband speeds and pricing will be offered as follows:

300/300 Mbps - \$65

500/500 Mbps - \$85

1/1 Gig - \$150

In instances where a household needs financial assistance, SkyBest Communications can guide the customer on applying for government assistance via the EBBP (Emergency Broadband Benefit Program) and later, the Affordable Connectivity Program. Customers may choose to upgrade their speeds at any time once service has been established.

Company Qualifications (SkyBest Communications)

As subsidiaries of member-owned cooperatives, the companies share a unique history of bringing critical services to the residents of the rural northwest North Carolina mountains, which for-profit companies largely ignored. In 1936, Blue Ridge Energy's power lines were energized and in 1951, SkyLine Membership Corp. introduced telephone service to the region. RidgeLink and SkyBest have an established working relationship. SkyBest leases RidgeLink dark fiber to provide broadband service outside its own footprint. Each have long-term successful relationships with professional Engineering and Consulting firms that will be called upon to support the project. The companies' combined expertise and commitment to customer service in other areas of rural North Carolina, make this the logical and optimal team to bridge the digital divide that persists in Watauga County.

SkyBest Communications will be responsible for customer service, sales, billing and technical support with the exception of instances outlined in the formalized operations agreement. Its parent company, SkyLine Membership Corp., previously received funding from the American Recovery and Reinvestment Act (ARRA) to build out broadband service to parts of its territory in Ashe, Alleghany, Avery and Watauga counties of North Carolina as well as Shady Valley, Tennessee. It has a proven expertise in the provision of lit broadband service and demonstrated success in meeting the construction milestones and grant guidelines to provide service in areas with rugged mountain terrain, similar to this project area. SkyLine has earned both Gig-Certified Provider and Smart Rural Community designations from NTCA – The Rural Broadband Association.

SkyBest Communications, through a management agreement with its parent company SkyLine Membership Corp., employs a local staff of broadband technicians and customer support specialists, including 24 x 7 technical support. A full-service retail location is centrally located at 217 Wilson Drive in Boone and holds regular office hours for customer calls or walk-ins. These capabilities ensure that customers in Watauga County will have not only gig-capable speeds, but also attentive service and support.

Company Qualifications (Blue Ridge Energy)

Through the RidgeLink subsidiary, the applicant will construct the fiber-optic network for the proposed Fiber to the Premise (FTTP) network along its existing pole lines. A formalized agreement is in place with SkyBest Communications, Inc. to place the customer drops and provide gig-capable Internet and outstanding customer service.

Blue Ridge Energy's telecommunications subsidiary, RidgeLink, leases excess fiber capacity from Blue Ridge Energy's dark fiber within the electric service territory and has constructed dark fiber network outside the parent company's territory along routes in northwest North Carolina, extending into northeastern Tennessee and the North Carolina-Virginia state border. The existing RidgeLink network, including Blue Ridge-owned fiber, consists of more than 450 fiber miles with 110,000 strand miles. RidgeLink designs and maintains custom dark fiber solutions for businesses, including health care facilities, educational systems, Internet Service Providers, data centers, and leading technology companies. In addition to dark fiber network deployment and management, RidgeLink offers data center colocation services with scalable rack space and redundant back-up power. The company also has constructed and maintains dark fiber routes to support wireless carriers' backhaul and front-haul transport between cell sites and network switching centers. RidgeLink delivers full-service construction and maintenance services for macro cell sites, small cells, and outdoor distributed antenna system ("ODAS") networks. Its success is built on a 24 x 7 contact center and fiber restoration teams operated by Blue Ridge Energy employees.

Key Personnel

SkyBest Communications, Inc. (Company)

- a. Kimberly Shepherd, Chief Executive Officer
- b. Principals
 - i. Robbie Farmer, Chief Technology Officer
 - ii. Brian Tester, Chief Operations Officer
 - iii. Edward Hinson, Chief Marketing and Sales Officer
 - iv. Laura Shepherd, Chief Financial Officer

Blue Ridge Energy (Secondary)

- a. Doug Johnson, Executive Vice President and CEO
- b. Principals
 - i. Brad Shields, Senior Vice President and Chief Communications Officer
 - ii. Alan Merck, Senior Vice President and Chief Operating Officer
 - iii. Katie Woodle, Senior Vice President and Chief Financial Officer
 - iv. Julie O'Dell, Senior Vice President and Chief Administrative Officer
 - v. Tanner Greer, Senior Vice President and Chief Technology Officer
- c. Acting as project managers will be Robbie Farmer, SkyBest Chief Technology Officer and Brad Shields, Blue Ridge Energy Senior Vice President and Chief Communications Officer.

Understanding of the Project

Blue Ridge Energy and SkyBest Communications have worked together diligently in preparing a response for the Watauga County RFP for Broadband Services for Unserved Areas of Watauga County. Both companies understand the project in its entirety and are willing to step forward and help the citizens of Watauga County secure the broadband service they deserve and that will improve the quality of life.

Certain areas of the County include significant numbers of unserved and underserved households and businesses. Upon project completion, the network will enable broadband service that reliably meets or exceeds symmetrical speeds of 100 Mbps as requested in the RFP.

Four areas in Watauga County have been identified as having a significant number of unserved or underserved homes and businesses. The network will significantly improve broadband access capabilities in such areas:

- The first and largest phase will be in the Triplett and Powder Horn area, serving 503 locations, including an estimated five business locations with 47 total miles of fiber.
- The second phase will serve the Deep Gap and Stoney Fork areas, serving 310 locations, including an estimated five business locations with 35 miles of fiber.
- The third phase will cover Blackberry and Sampson areas serving, 252, including an estimated one business location with 38 miles of fiber.
- The final phase will be Howard's Creek, Ray Brown and Ravens Rock area, giving access to 500 locations, including an estimated 25 businesses with 40 miles of fiber.

Phase numbers do not indicate order of completion. Areas will be completed in the most time-efficient order.

Blue Ridge Energy will utilize its telecommunications subsidiary, RidgeLink, to construct 75 miles of fiber along Blue Ridge Energy's well-maintained three-phase, single-phase primary and single-phase secondary electric utility lines. This AFL Engineered All-Dielectric Self-Supporting (ADSS) cable will serve as the primary transport. To ensure reliability and ease of maintenance, the cable will be designed for resiliency vital to the area's mountainous terrain and forest vegetation. Rights-of-way are maintained to the highest standard by Blue Ridge Energy. Fiber will be handed off at the end of the distribution pole line to SkyBest Communications.

SkyBest will construct 85 miles of FTTP distribution from the poles to the home using an Active Ethernet and Gigabit Passive Optical network (GPON) architecture. Each customer will be served with a 1 Gbps link, accomplished by utilizing Calix E7 and Calix E3 shelves along with Calix 716GE ONTs. This design creates a future-proof network allowing for ease of upgrades to greater speeds as developed and needed.

To promote regional economic development, network capacity shall be provisioned to accommodate robust future requirements of the network in the area. The network will enable users within the network service area to obtain broadband Internet access service with 1 Gbps symmetrical throughput and above if required.

This network will be built on an aggressive timeline. Under SLFRF program rules, Award funds may be used to reimburse eligible costs incurred by subrecipients during the period that begins on March 1, 2021 and ends on December 31, 2024. Award funds for financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

To enable the County to utilize the network to expand emergency management and for their County operations, Blue Ridge Energy will reserve and dedicate certain fiber strands as outlined in Appendix C of the RFP, within the network for County use. The County shall have exclusive rights to use County Fiber, in perpetuity, if the bid is selected and agreed upon. These rights will be specified in a contract between Blue Ridge Energy and Watauga County.

Upon notification of bid selection by Watauga County, necessary materials will be ordered and planning will begin. To help ensure completion within the funding window, all engineering and permitting will begin immediately upon execution of the grant agreement and initial construction efforts would begin this spring. Work will be completed by employees and trusted outside contractors. Delays resulting from weather will be addressed with adjusted timelines and/or additional labor resources.

Additionally, it should be noted that delays may occur as a result of lengthy material lead times associated with the COVID-19 pandemic along with high demand related to broadband infrastructure improvements across the country. Both SkyBest and Blue Ridge Energy have taken steps to be proactive and order materials common to most fiber builds. This planning along with on-hand inventory, will help the project ramp up quickly. However, this is a very large project totaling over 150 miles of fiber construction and material delays could adversely impact this schedule as we move forward.

Below is a proposed timeline for this project.

- Make Ready and Construction – 65 total weeks (completed in four phases)
- Splicing and Testing – 10 total weeks (completed in four phases)
- Serving Remote(s) Placement – 10 Weeks
- Customer Installations – 30 total weeks (completed in multiple phases)
- Total Project – 115 - 125 Weeks*
 - *Note: If we add the lead time for materials it pushes us to 125 weeks or 2.4 years*

** Due to the Four Phase Plan, outside plant construction, splicing, remote placement, electronics installation/activation and customer installations will take place concurrently, when possible.*

Blue Ridge Energy will perform all necessary scheduled and emergency maintenance and restoration on fiber-optic cable it constructs, including fiber strands reserved for County use. SkyBest Communications will perform all necessary scheduled and emergency maintenance and restoration on fiber-optic cable it constructs, to include the distribution network portion of the network and service drops to customers. SkyBest Communications shall respond promptly to any complaints from any property owners and work with them to rectify any issues that arise.

The total cost of this project to Watauga County will not exceed \$7,750,000.

Company Experience

SkyBest has completed numerous fiber to the premise projects including over 900 miles of fiber deployment over a 3 year time period as a result of the USDA Rural Utilities Service Broadband Initiatives Program. The Broadband Initiatives Program was established in response to the American Recovery and Reinvestment Act of 2009. Below are three more recent examples of FTTP buildouts that should help depict our ability to complete large-scale projects in similar areas to those in Watauga County with great success and efficiency. Additional examples can be provided upon request.

Plantation Pointe, Granite Falls, NC

Reference Contacts –

John Hightower (POA Board) – 440-610-8754 & Ron Smarsh (POA President) – 804-205-0381

- Scope of the Project

- The Plantation Pointe project provided high quality, reliable broadband, phone and video service to the established community of Plantation Pointe on Lake Hickory in Granite Falls, NC. Plantation Pointe was an underserved community that desired an ISP to install and operate a broadband network capable of consistent delivery of a minimum of 25 Mbps / 3Mbps with 1 Gbps availability preferred. The community consisted of 99 lots and 38 existing homes and required 2.4 miles of main line construction.
- Project Design
 - SkyBest deployed FTTP through a GPON design. Calix Optical network Terminal's (ONT's) were utilized at the homes. The ONT's connect to the SkyBest network through a Calix E3 OLT. That connection back to the SkyBest network rides over RidgeLink dark fiber. The 1:32 GPON split that SkyBest utilizes with these devices has a capacity of 2.488Gbps downstream and 1.244Gbps upstream. The statistical multiplexing involved in a GPON solution allows customers to subscribe up to 1Gbps symmetrical oversubscribed speeds without disruptions.
- Cost of the Project
 - Estimated Cost of Project = \$169,689.00
 - Actual Cost of Project = \$136,895.74
- Schedule of Project
 - Estimated Schedule – 5 months from award of RFP to service being available.
 - Actual Schedule – Service was available in 4 months with all locations scheduled for install within 5 months.

Sutherland Community, Johnson County TN

Tennessee Economic & Community Development

Broadband Accessibility Grant

Reference Contacts - Emily You – emily.h.you@tn.gov & Rob Campbell - (276) 780-1631

- Scope of the Project
 - The Sutherland project provided high quality, reliable broadband, phone and video service to the community of Sutherland in Johnson County, TN. Sutherland was an underserved community surrounded by Cherokee National Forest that is extremely rugged which presented many challenges

with construction. SkyBest was awarded a Tennessee Emergency Broadband Grant, which was made possible by the CARES Act in response to the COVID-19 pandemic to serve the community. The community consisted of 48 homes and required just over 9 miles of main line construction. A full write up of the Sutherland project was featured in our most recent Annual Report and can be found at the conclusion of this RFP.

- Project Design
 - SkyBest deployed FTTP through a GPON design. Calix Optical network Terminal's (ONT's) were utilized at the homes. The ONT's connect to the SkyBest network through a Calix E3 OLT. That connection back to the SkyBest network rides over RidgeLink dark fiber. The 1:32 GPON split that SkyBest utilizes with these devices has a capacity of 2.488Gbps downstream and 1.244Gbps upstream. The statistical multiplexing involved in a GPON solution allows customers to subscribe up to 1Gbps symmetrical oversubscribed speeds without disruptions.
- Cost of the Project
 - Estimated Cost of Project = \$280,319.18
 - Actual Cost of Project = \$262,582.12
- Schedule of Project
 - Estimated Schedule – The grant was awarded on Aug 21st, 2020 with completion required by Dec 15th, 2020.
 - Actual Schedule – Service was made available to the community members on Nov 13, 2020.

Castle Ford, Boone, NC

Internal SkyBest Fiber Expansion Project

- Scope of the Project
 - The Castle Ford project provided high quality, reliable broadband, phone and video service to an area in eastern Watauga County and included all or portions of Castle Ford Rd, Tom Jackson Rd, Ridge Rd and many others. The Castle Ford area was an underserved rural area where SkyBest received multiple requests in the last few months for us to expand services. The

construction consisted of 21 miles of fiber-optic construction and passed approximately 300 homes and businesses.

- Project Design
 - SkyBest deployed FTTP through an Active Ethernet design. We have a great deal of experience with deploying this type of network and feel that it provides top of the line services such as increased broadband speeds as well as providing a highly future proof network. A 1 Gbps link is provided to each customer with Active Ethernet. This is accomplished by utilizing a Calix E7 shelf along with Calix 716GE ONT's. With this design, we can easily offer greater speeds as needed.
- Cost of the Project
 - Estimated Cost of Project = \$805,809
 - Actual Cost of Project = \$739,539
- Schedule of Project
 - Estimated Schedule – Construction to begin in March of 2021 with service available by the end of 2021.
 - Actual Schedule – Construction started in March of 2021 with service available on November 12th of 2021.

This concludes the joint response to RFP for Broadband Services for Unserved Areas of Watauga County.

Thank you for your time and consideration. If there are any concerns or questions regarding the information provided in this RFP, please reach out to Robbie Farmer or Brad Shields.

CONNECTING NEW COMMUNITIES

through grant-funded projects & public/private partnerships

Having achieved FTTP (Fiber-to-the-Premise) deployment across its co-op-served areas in 2016, SkyLine and subsidiary SkyBest have since focused efforts on extending much-needed fiber connectivity and telecommunications services to new communities needing faster broadband speeds, including downtown Lenoir, areas of the Boone business district, parts of Linville and Mountain City.

Sutherland

Not far from Mountain City, just beyond our Shady Valley service area and past a section of Cherokee National Forest is the small community of Sutherland, situated at the northeastern tip of Tennessee that borders Virginia on Highway 133.

“We first learned about Sutherland’s need for faster broadband last year from a resident of that community who had called in,” said Plant Manager Brant Davis. “We tried to make a business case for it, but the community was so small compared to the construction costs to make it work.” That is, until SkyLine learned of some available grant funding in late July through the Tennessee Emergency Broadband Fund, made possible by the CARES (Coronavirus Aid, Relief and Economic Security) Act passed by Congress to address such needs as enhancing broadband access to families affected during the Covid-19 pandemic.

Davis said the grant opportunity opened the door to funding that could help get the project underway. “To meet the grant stipulations to pass 48 service locations, over 9.27 miles, we had less than a four-month window of time to complete the project.” With costs totaling just over \$280,000, the grant, which required a 20-percent match from SkyLine, was approved on August 21, 2020. Work began immediately.

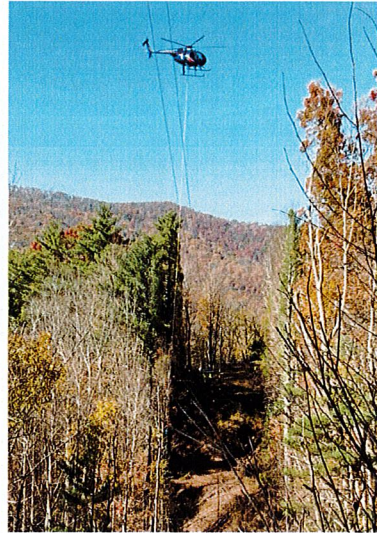
Residents in Sutherland had seen SkyLine vehicles in the area in recent weeks, and there were rumors that fiber might be coming to their community. “How are they going to get here,” wondered resident Rob Campbell, an IT professional who was receiving under 2 Mbps service from the incumbent broadband provider. At that time, his wife’s boss was letting him use some extra office space in his place of business in Abingdon where broadband speeds were much faster. “Our oldest son had come home from college due to Covid to begin virtual classes, and our youngest son’s high school was following a hybrid schedule due to the pandemic, so we clearly didn’t have enough bandwidth in the house for our needs.”

One day while driving toward Damascus, Campbell spotted one of SkyLine’s trucks and decided to follow it. Stopping at Cowboy’s, a local business, Campbell approached SkyLine’s Eugene Seatz about the potential fiber project. “First thing, Eugene gave me his business card, and said, ‘Absolutely. Not only are we doing it, we have to have it constructed and installed by December 15.’”

Working for a Fortune 100 company, Campbell oversees its desktop support services in multiple office locations across the US, and



Outside Plant Engineers Matthew Ball and Eugene Seatz, pictured at far left and far right, with Chief Technology Officer Robbie Farmer and Plant Manager Brant Davis, spent considerable time with the planning and execution of the Sutherland project. According to Farmer, “On multiple levels, this was another historic undertaking for SkyLine. Seventy years ago, we got our start delivering phone service to remote areas when no one else would. This time, we did it in record time with the assistance of a helicopter to make it happen—all with the same basic intent—to bring the next generation of technology to more rural communities that desperately need it.”



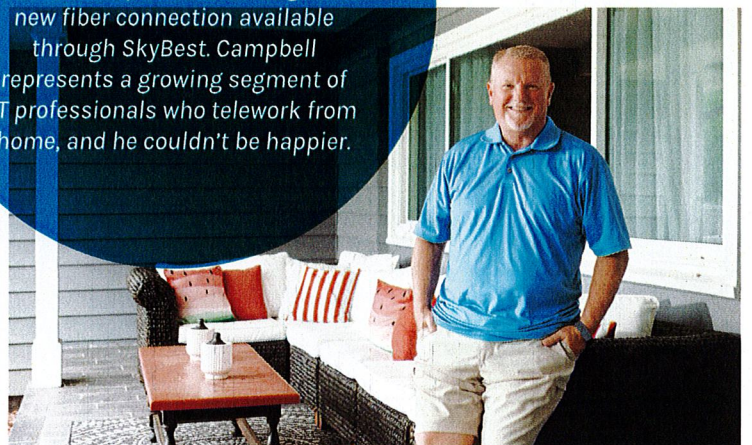
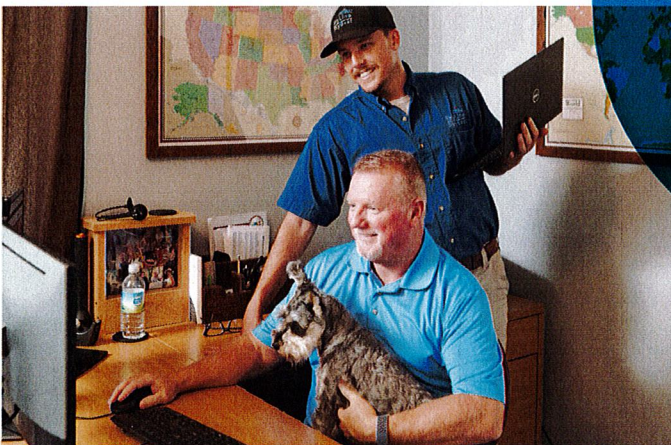
he frequently orders services from a host of telecom providers. "Lead times ordering circuits, ISDN or T-1 lines take months," he said. When you have service issues and are dealing with multiple providers, delays are the norm. In general, things move slow.

Campbell said he was skeptical about the likelihood of getting fiber so quickly. "I didn't think it would happen, the enormity of it," he said. For SkyLine, it was going to be a tall order to fill. "As our guys were field staking the project, they soon realized the terrain challenges we were facing with construction on this particular area and with the short schedule to complete it." Davis said. "We learned of Treeline Helicopters through their work clearing right-of-way for Mountain Electric Cooperative, so this became a historic first for SkyLine to contract a helicopter service to help deploy 2.5 miles of fiber through the Cherokee National Forest to reach Sutherland."

After seeing the helicopter and SkyLine crews at work in the Sutherland area, Rob Campbell was convinced that the project was moving forward. "I knew then that it could happen." Campbell's fiber broadband service was installed on November 24, well ahead of the project deadline for customer installations, and he is among 27 Sutherland customers now receiving 300 Mbps symmetrical fiber broadband service, more than enough for him to work from home and for his sons and wife to access the content needed for school and work.

"I consider this a herculean effort by a company that had a vision of where they needed to go and the expertise to make it happen," Campbell said. "SkyLine/SkyBest overpromised and over-delivered."

New customer Rob Campbell of Sutherland (seated with Ruger) and Field Service Technician Austin Mast check the latest broadband speed test through the new fiber connection available through SkyBest. Campbell represents a growing segment of IT professionals who telework from home, and he couldn't be happier.



**SUBRECIPIENT AGREEMENT
FOR BROADBAND NETWORK DEVELOPMENT**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into as of the 4th day of October, 2021, by and between Watauga County, North Carolina (“County”) Blue Ridge Electric Membership Corporation, a North Carolina corporation having its principal offices at 1216 Blowing Rock Blvd. NE, Lenoir, North Carolina, 28645 (“Blue Ridge EMC” or “Subrecipient”); and SkyBest Communications, Inc., a North Carolina for-profit corporation having its principal offices at 1200 NC Highway 194 North, West Jefferson, North Carolina, 28694 (“SkyBest” or “Subrecipient”); each of which is referred to herein as a “Party” and collectively as the “Parties.”

BACKGROUND

1. The Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), established by the American Rescue Plan Act (“ARPA”) provided funding to local government entities for certain purposes, including support for development of necessary broadband infrastructure.
2. The County has received, or will receive, a total of \$10,911,724 in SLFRF funds, and holds primary responsibility for the use and expenditure of such funds in a manner consistent with rules and guidelines of the United States Department of the Treasury.
3. SLFRF funds may be used to support development of necessary broadband infrastructure.
4. Certain areas within the County have been identified as including a significant number of unserved and underserved households or businesses, requiring investment in necessary broadband infrastructure.
5. Blue Ridge EMC operates a dark fiber network throughout its electric service territory to support the efficient, reliable and safe distribution of electricity to its members, and leases capacity on its dark fiber network to other entities.
6. SkyBest provides high speed Internet access service and other services to residences, businesses, and anchor institutions in northwest North Carolina and northeastern Tennessee.
7. The County has determined that Blue Ridge and SkyBest are qualified to responsibly utilize ARPA funding, at the general direction of the County, for the purpose of deploying broadband infrastructure in qualifying unserved and underserved areas of the County.
8. The County desires to make subawards of SLFRF funds to Blue Ridge EMC and SkyBest for the broadband network development purposes outlined in this Agreement (“Subawards”).
9. Blue Ridge EMC and SkyBest desire to accept such subawards as Subrecipients of the County ARPA funds, to use such funding to develop broadband network infrastructure in Watauga County in accordance with this Agreement, to deliver broadband services to unserved and underserved locations within the County and to comply with all rules and regulations applicable to a Subrecipient of SLFRF funds.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants therein, the Parties agree as follows:

1.0 TABLE OF EXHIBITS

Appendix A: Construction Plan

Schedule A-1: Network Design

Schedule A-2: Construction Schedule

Appendix B: Subaward Disbursement Procedure

Appendix C: County Fiber

2.0 DEFINITIONS

- 2.1 “Agreement” shall mean this Agreement, any and all Exhibits and Attachments thereto, and any Addenda to which the Parties may agree from time to time.
- 2.2 “Authorities” means the United States Treasury Department, and any other governmental entities or authorities having jurisdiction over the County and Subrecipients concerning the Award.
- 2.3 “Applicable Standards” means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Network facilities and the performance of all work in public and private rights of way, and includes the most current versions of National Electric Safety Code (“NESC”); the National Electrical Code (“NEC”); the regulations of the Federal Communications Commission (“FCC”), the Occupational Safety and Health Administration (“OSHA”), and other pertinent federal agencies; provisions of a city’s, a county’s, or State of North Carolina’s building, construction, zoning, and safety codes; and rules and regulations relating to permits for occupation of public rights of way; each of which is incorporated by reference in to this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of a local, state, or federal authority having jurisdiction over such facilities.
- 2.4 “Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; access rights to private property and public rights of way; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation, or use of tangible or intangible public or private property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 2.5 “Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to

the placement and maintenance of the Network appurtenances, whether imposed by a governmental authority or a private entity.

- 2.6** “Award” means that portion of federal funding issued to the County pursuant to the American Rescue Plan Act that is allocated by the County to support the Network development activities described in this Agreement. This Agreement provides for a Subaward to Subrecipients Blue Ridge EMC and SkyBest.
- 2.7** “Communication Services” means the services to be provided to Customers by SkyBest using the Network, which shall include broadband Internet access service with throughput capability of 1 Gbps downstream and 1 Gbps upstream, and which may include, without limitation, data transmission service, IP transport, VoIP service, telecommunications service, or video service, regardless of technology used, as set forth in service agreements with Customers.
- 2.8** “Compliance and Reporting Guidance” means the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance published by the U.S. Department of the Treasury.
- 2.9** “County Fiber” means fiber optic strands within the Network reserved for the exclusive use of the County, as further described in Appendix C.
- 2.10** “Customer” means a residence, business, or any other entity that lawfully receives Communication Services via the Network.
- 2.11** “Customer Premises Equipment” means terminal and associated equipment and inside wiring located at a Customer premises that is necessary for the receipt of Communication Services.
- 2.12** “Disbursement” means the payment of Subaward funds to a Subrecipient in accordance with Appendix B of this Agreement and the Regulations.
- 2.13** “Fiber-to-the-Premises” (FTTP) means a fiber optic cable delivery medium in which optical fibers are run directly to a Customer premises.
- 2.14** “Interim Final Rule” (IFR) means the U.S. Treasury Department Interim Final Rule relating to the use of Coronavirus State and Local Fiscal Recovery Funds, published May 10, 2021, proposing rules at 31 CFR Part 35, Subpart A.
- 2.15** “Maintenance” means work that must be performed upon or to the Network to ensure the physical integrity of the Network and continuity of acceptable signal transmission to and from a Customer for the purpose of delivering Communication Services in a manner consistent with industry standards, this Agreement, and any applicable service level agreements.
- 2.16** “Network” means the fiber-to-the-premises broadband data network, as described in this Agreement and Appendix A, to be constructed, activated and operated by Subrecipients using Subaward funds disbursed by the County. The Network includes, without

limitation, fiber optic cable, conduits, manholes, handholes, cabinets, structures, shelters, poles or pole line attachments, and routers, switches, optical equipment, wireless equipment, customer premises equipment, and all associated network facilities and equipment, as well as all intangible rights and property necessary or used for Network construction, operation, and maintenance.

- 2.17** “Passed” means that the Network traverses the road on which the user location is located, such that connecting the Customer requires only construction of a Service Drop rather than construction in or along the road.
- 2.18** “Performance Period” means the period of time during which Project-related costs of Subrecipients may be eligible for reimbursement using Award funds. Under SLFRF program rules, Award funds may be used to reimburse eligible costs incurred by Subrecipients during the period that begins on March 1, 2021 and ends on December 31, 2024. Award funds for financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.
- 2.19** “Project” means activities related to the construction, installation, and activation of the Network as described in this Agreement, including commencement of Communication Services.
- 2.20** “Regulations” means all compliance, reporting and other rules and regulations applicable to the County, as the primary recipient of Award funds, that will flow through to Blue Ridge EMC and SkyBest, as Subrecipients, for the receipt of Award and Subaward funds and the Network development purposes described in this Agreement.
- 2.21** “Service Drop” or “Drop” means the fiber optic cable that connects the Network to a Customer’s premises. In general, a Drop will be installed only when Communication Service is ordered by a Customer.
- 2.22** “Subaward” means the grant of Award funds to a Subrecipient by the County, in the amount and for the purposes described in this Agreement.
- 2.23** “Subrecipient” means an entity, including Blue Ridge EMC and SkyBest, that receives a Subaward from the County to carry out the Network development activities described in this Agreement on behalf of the County.
- 2.24** “Unserved and underserved households or businesses” means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

3.0 TERM AND TERMINATION

This Agreement shall become effective as of the date set forth above and shall terminate upon the earliest of (the “Term”):

1. Mutual written consent of the Parties; or
2. Five years after closeout of the Project and all Subawards (closeout requirements being defined in Section 14.2); or
3. Termination as a result of an uncured breach, as described in Section 15.

4.0 GENERAL

4.1 Service for Unserved and Underserved Households and Businesses. Certain areas of the County include significant numbers of unserved and underserved households and businesses. The Network will significantly improve broadband access capabilities in such areas. Upon project completion, the Network will enable broadband service that reliably meets or exceeds symmetrical speeds of 100 Mbps, in compliance with SLFRF requirements.

4.2 Subaward Amount. Development of the Network will be supported and executed through Subawards by the County to Subrecipients in an amount not to exceed \$7,750,000 over the Performance Period.

5.0 NETWORK DESCRIPTION

5.1 Physical Description. The Network will be a fiber-to-the-premises (FTTP) network consisting of approximately 75 miles of trunk fiber and 85 miles of distribution fiber within Watauga County. (Network routes and service areas are more fully described in Appendix A.) The Network will enable provision of Communication Services to approximately 1,565 homes along the route. To promote regional economic development, Network capacity shall be provisioned to accommodate robust future requirements of the Network in the area.

5.2 Communication Services. The Network will enable users within the Network service area to obtain broadband Internet access service with 1 Gbps symmetrical throughput. Other Communication Services may be offered as well.

5.3 Modifications to Construction Plan.

5.3.1 If, during construction, a Subrecipient reasonably determines that a deviation from the Construction Plan is required or appropriate, the Subrecipient may do so without prior notice or approval from the County provided that each of the following elements are met: (i) the fiber route as shown in the Construction Plan remains substantially unchanged; (ii) the quality, effectiveness and capability of the installed materials remains unchanged; and (iii) the change will not result in a construction delay of more than ten (10) days.

5.3.2 In all other cases, including an actual or anticipated delay in the construction schedule or a substantial modification to the Network map depicted in Appendix A, the Subrecipient seeking a construction modification shall submit such modification and a detailed explanation for the delay, as

applicable. The County shall approve or deny such a proposed change in writing within seven (7) days. If the County fails to respond to such proposed modification within thirty (30) days, the proposed change shall be deemed approved.

6.0 COUNTY'S OBLIGATIONS

6.1 Subrecipient Qualification. By County resolution dated _____, the County affirms that it has evaluated each Subrecipient and concluded that each meets or exceeds County requirements relating to risk of noncompliance based upon the following factors:

- Prior experience in managing Federal funds
- Personnel
- Past dealings
- Policies and procedures for award execution and oversight.

6.2 Subawards. By this Agreement, the County makes a Subaward to Blue Ridge EMC in an amount not to exceed three million seven hundred thousand dollars (\$3.7 million), and a Subaward to SkyBest in an amount not to exceed four million fifty thousand dollars (\$4.05 million) for the sole purpose of executing the Project as described in and subject to this Agreement. Disbursement of Subaward funds shall be made in accordance with the procedures and terms set forth in Section 13 and Appendix B.

6.3 Subrecipient Monitoring. As a “pass-through entity” as defined under 2 CFR § 200.1, the County is required to manage and monitor Subrecipients to ensure compliance with requirements of the Award. (See 2 CFR § 200.332.) The County will develop written policies and procedures for Subrecipient monitoring and risk assessment and will maintain records of all Award agreements identifying or otherwise documenting Subrecipients’ compliance obligations.

6.4 Primary Contact with Authorities. The County shall be the primary contact with the Treasury Department and any other authorities having jurisdiction concerning the Award or the Project (collectively, the “Authorities”). Although the County will be the primary contact with the Authorities, the County may direct Authorities to contact Subrecipients directly concerning the Project, and Subrecipients shall cooperate with all reasonable requests to communicate with and provide information to Authorities.

6.5 Reporting. The County shall be primarily responsible for submitting all required reports relating to its use of SLFRF funds to Authorities, including but not limited to an initial report due October 31, 2021, and quarterly reports due 30 days after the end of each quarter thereafter.

7.0 PERFORMANCE OBLIGATIONS OF BLUE RIDGE EMC

7.1 Trunk Fiber Construction. Blue Ridge EMC will construct approximately 75 miles of unactivated trunk fiber optic cable along routes described in Schedule A-1. Construction will be completed in accordance with the construction schedule set forth in Schedule A-2.

7.1.1 Blue Ridge EMC shall provide and pay for labor, materials, equipment, and tools necessary for proper execution and completion of construction work, whether temporary or permanent.

7.1.2 Blue Ridge EMC shall be responsible for obtaining and maintaining all required Authorizations and payment of Authorization Fees related to its performance obligations under this Agreement. All construction will be undertaken and completed in accordance with Applicable Standards.

7.1.3 Blue Ridge EMC shall undertake reasonable precautions to prevent damage, injury, or loss to (a) employees and contractors; (b) other persons who may be affected by the work; (c) Network materials and equipment to be incorporated into the Network, whether in storage on or off the site; and (d) other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

7.2 Maintenance and Restoration. Blue Ridge EMC will perform all necessary scheduled and emergency Maintenance and restoration on fiber optic cable it constructs (including fiber strands reserved for County use).

7.3 Coordination with SkyBest. Throughout the Term, Blue Ridge EMC will closely coordinate with SkyBest to ensure that the Network is constructed, developed and operated in a coordinated and efficient manner. Blue Ridge EMC and SkyBest may execute, or have executed, a separate agreement further describing their respective rights and obligations with respect to Network development, allocation of revenues from Communication Services, and other matters.

7.4 Subaward Administrator. The Parties agree that Blue Ridge EMC will serve as a single point of contact for the Subrecipients with respect to submission of invoices to the County and the disbursement of Award funds from the County, as more fully described in Appendix B.

7.4.1 Submission of invoices. Blue Ridge EMC will submit invoices for reimbursement to the County on behalf of Subrecipients. Each invoice shall describe in customary detail the costs incurred by each Subrecipient. Blue Ridge EMC shall ensure that all invoices are prepared and submitted in accordance with the processes and requirements set forth in Appendix B (Disbursement Procedures).

7.4.2 Distribution of Subaward funds. The County will disburse Subaward funds for Subrecipients to Blue Ridge EMC. Blue Ridge EMC shall then allocate and promptly transfer Subaward funds to SkyBest in accordance with submitted invoices.

7.5 Compliance with Award Requirements. Blue Ridge EMC shall comply with all applicable Regulations, as further described in Section __ (Subrecipient Award Obligations).

8.0 PERFORMANCE OBLIGATIONS OF SKYBEST

8.1 Distribution Network Construction. SkyBest will install approximately 85 miles of distribution network fiber optic cable along routes and in the areas described in Schedule A-1. Construction will be completed in accordance with the construction schedule set forth in Schedule A-2.

8.1.1 SkyBest shall be responsible for obtaining and maintaining all required Authorizations and payment of Authorization Fees related to its performance obligations under this Agreement. All construction will be undertaken and completed in accordance with Applicable Standards.

8.1.2 SkyBest shall provide and pay for labor, materials, equipment and tools necessary for proper execution and completion of construction work, whether temporary or permanent.

8.1.3 SkyBest shall undertake reasonable precautions to prevent damage, injury, or loss to (a) employees and contractors; (b) other persons who may be affected by the work; (c) Network materials and equipment to be incorporated into the Network, whether in storage on or off the site; and (d) other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

8.2 Activation of Network. SkyBest will activate or “light” all fiber constituting the Network (not limited to distribution network fiber installed by SkyBest), and otherwise cause the Network to be capable of providing Communication Services to Customers. SkyBest will identify and procure all equipment necessary to activate the Network.

8.3 Operation of Network. SkyBest will be primarily responsible for Network operation and monitoring, and will monitor the Network for outages or service degradation in a manner consistent with industry standards. SkyBest will implement a plan to, and will, promptly respond to Network outages or trouble tickets, including escalation procedures as appropriate.

8.4 Maintenance and Restoration.

8.4.1 Distribution Network and Service Drops. SkyBest will perform all necessary scheduled and emergency Maintenance and restoration on fiber optic cable it constructs, to include the distribution network portion of the Network and Service Drops to Customers. SkyBest shall respond promptly to any complaints from any property owners. SkyBest agrees to repair any damage to Customers’ yards and any real or personal property, and to take reasonable and prompt action to restore the Customer’s property to the

condition that it existed when the Customer signed up for service, normal wear and tear excepted.

8.4.2 Network Electronics. SkyBest will Maintain all electronics, optronics, routers, switches and other equipment used to activate and operate the Network. SkyBest will schedule and perform periodic inspections, Maintenance, and repair to identify and correct any failure, interruption, or impairment in the operation of the Network.

8.5 Coordination with Blue Ridge EMC. Throughout the Term, SkyBest will closely coordinate with Blue Ridge EMC to ensure that the Network is constructed, developed and operated in a coordinated and efficient manner. Blue Ridge EMC and SkyBest may execute, or have executed, a separate agreement further describing their respective rights and obligations with respect to Network development, allocation of revenues from Communication Services, and other matters.

8.6 Retail Service.

8.6.1 Provision of Communication Service. SkyBest will provide Communication Services utilizing the Network, which shall include 1 Gbps symmetrical broadband Internet access service. Other Internet speed options will be made available as well. SkyBest will offer Communication Services to any residence or business that is Passed by the Network.

8.6.2 Service drops; CPE. SkyBest will install Service Drops to Customer locations. SkyBest will procure and provide necessary Customer Premises Equipment.

8.6.3 Customer service. SkyBest will provide first-line support to all Customers of Communication Services provided by SkyBest.

8.6.4 Billing and collection. SkyBest will generate and issue Customer bills and will be responsible for billing collection and related back-office accounting and administrative functions.

8.6.5 Marketing. SkyBest will diligently market the Communication Services as they are made available to potential Customers.

8.6.6 Regulatory compliance. SkyBest shall be responsible for all aspects of local, state and federal regulatory compliance and reporting that relate to the provision of Communication Services using the Network, including the payment of any fees or taxes required thereby.

8.7 Compliance with Award Requirements. SkyBest shall comply with all applicable Award Regulations, as further described in Section __ (Subrecipient Award Obligations).

9.0 NETWORK OWNERSHIP

Subject to the provisions of Section 10 (“Fiber Strands Reserved for County Use”), ownership of equipment or real property acquired using Subaward funds shall vest in either Blue Ridge EMC or SkyBest, as the acquiring entities, as further specified in the operating agreement between the Subrecipients and subject to the limitations set forth in 2 CFR §§ 200.311 and 200.313. Title in such property shall be conditional and subject to such property being used only for the originally authorized purpose, for the duration of its useful life. No Party may encumber or transfer Award-funded property without first notifying and, if necessary, obtaining the consent of Authorities.

10.0 FIBER STRANDS RESERVED FOR COUNTY USE

10.1 To enable the County to utilize the Network to expand emergency management and for other County operations, Blue Ridge EMC will reserve and dedicate certain fiber strands within the Network for County use, as specified in Appendix C (“County Fiber”). The County shall have exclusive rights to use County Fiber, in perpetuity, subject to ownership conditions described in Section 9 County Fiber will be deemed to be transferred to the County upon installation.

10.2 County Fiber shall be physically maintained by Blue Ridge EMC at no expense to the County, in a manner consistent with maintenance and restoration practices applicable to other fiber strands in the same cable. Procurement and installation of all electronics and switches and other equipment to activate the fiber shall be the County’s responsibility.

10.3 Blue Ridge EMC shall promptly respond to County requests for information as to County Fiber location, fiber strand identification, splice points, and other information necessary or useful to the County in enabling its use of County Fiber.

11.0 SUBRECIPIENT AWARD OBLIGATIONS

11.1 Generally. Funding provided to Subrecipients Blue Ridge EMC and SkyBest is a Subaward of funds made available to the County under the Coronavirus State and Local Fiscal Recovery Fund. All Parties shall comply with all applicable Award Regulations relating to the receipt of Award funds and performance of obligations thereunder, including compliance requirements for use of SLFRF funds, and any and all reporting requirements for expenditures of SLFRF funds. Such requirements include the following, without limitation:

- American Rescue Plan Act, and rules at [31 CFR Part 35](#), Subpart A. (31 CFR § 35.1 *et seq.*).
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 CFR Part 200](#) (“Uniform Guidance”).

11.2 The Parties certify that they have reviewed the U.S. Treasury Department SLFRF Compliance and Reporting Guidance, available online at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

11.3 Recordkeeping.

- 11.3.1 Parties should develop and implement internal controls to document eligible uses of Award funds, and document determinations (2 CFR § 200.303).
- 11.3.2 Parties shall maintain records and financial documents for five years after all Award funds have been expended. The Parties must make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”) and the Pandemic Relief Accountability Committee (“PRAC”).
- 11.3.3 The Parties should document reasonable costs of any allowable legal, regulatory, and other consultant services obtained to support effective management and oversight (2 CFR § 200.404, 405).
- 11.3.4 **Audit.** Recipients and Subrecipients of Award funds will be subject to an audit under 2 CFR Part 200, Subpart F.

11.4 Reporting.

- 11.4.1 **Quarterly reports.** As the primary Recipient, the County shall prepare and submit required reports. The SLFRF program requires submission of a Project and Expenditure Report by October 31, 2021, and then 30 days after the end of each quarter thereafter.
- 11.4.2 Subrecipients shall fully cooperate with the County in its preparation and submission of all required reports to Authorities. Subrecipients agree that, subject to the terms and conditions of this Agreement and the Regulations, they shall provide to County in a complete, accurate and timely manner any and all documents, reports, financial statements, progress reports, cost data, billings, engineering data, test results, and any other submission, analysis, report or document relating to the Project, whether existing or to be created, reasonably requested by County in order for it to fully comply with the Regulations. County agrees to provide Subrecipients with sufficient notice and detail for all reporting requirements.

11.5 Civil Rights Compliance. The Parties certify that they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).

11.6 Certification Regarding Debarment, Suspension, and Ineligibility. By execution of this Agreement, each Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project or receiving federal Award funds.

12.0 SUBCONTRACTS AND SUBGRANTS.

Blue Ridge EMC and SkyBest may award subcontracts and/or subgrants in order to complete Subrecipient performance obligations under this Agreement, subject to the terms of this Section.

- 12.1** In no event shall any provision of this Agreement be construed as relieving Blue Ridge EMC or SkyBest of responsibility for ensuring that performance under this Agreement complies with the applicable terms of this Agreement as if such performances were rendered by Blue Ridge EMC or SkyBest itself, respectively.
- 12.2** Unless the context indicates otherwise, reference herein to “Blue Ridge EMC” and “SkyBest” in this Agreement shall include contractors engaged by Subrecipients, respectively, to perform work relating to the Network.
- 12.3** All contractors engaged by Subrecipients to perform work relating to the Network shall be lawfully licensed to the extent required in the jurisdiction where such work is to be performed and shall maintain all certifications, credentials, authorizations and permits necessary for the work.
- 12.4** Blue Ridge EMC and SkyBest shall require any and all subcontractors and subgrantees to comply with the same reporting and other compliance requirements as applicable to Subrecipients under this Agreement.
- 12.5** Except as specifically authorized by the County in writing, a Subrecipient, in selecting any subcontractor, shall utilize procurement procedures consistent with applicable Regulations, as well as any other procurement requirements to which the County may be subject and which necessary “flow down” to Subrecipients.
- 12.6** In the event a Subrecipient awards a subcontract or subgrant to any entity, that Subrecipient shall:
1. Provide to the County, within thirty (30) days of contract execution, contact information identifying all subcontractor and subgrantee key personnel, contract amounts, and a reasonably detailed description of each such subcontract or subgrant;
 2. Notify the County in writing within thirty (30) days if any subcontractor or subgrantee under this Award is suspended or terminated;
 3. Require that subcontractors and subgrantees make readily available to the County and/or Authorities or their duly authorized representative all documents, papers, and records concerning the work performed; and
 4. Require each subcontractor and subgrantee to be subject to the examination and audit by the Subrecipient and the County’s duly authorized agents, and mandate that all subcontractors and subgrantees retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records for a period of five (5) years after the submission of the subcontractor or subgrantee’s final expenditure report for the Project.

13.0 DISBURSEMENT OF FUNDS

13.1 Procedure. Disbursement of Award funds to Subrecipients shall be in accordance with the process described in Appendix B. In general, Subrecipients will submit disbursement requests to the County on a quarterly basis, for reimbursement of eligible costs incurred by Subrecipients during the previous quarter. All disbursement requests must be accompanied by an itemized statement describing each incurred category of incurred cost (“Expenditure Report”).

13.2 Administration by Blue Ridge EMC. The Parties agree that, for administrative purposes only, Subrecipient invoices submitted to the County for reimbursement will be submitted only through Blue Ridge EMC, and that disbursements from the County to Subrecipients will be made only to Blue Ridge EMC. Blue Ridge EMC will retain in trust Subaward funds due to SkyBest, and upon receipt of disbursements from the County, Blue Ridge EMC will promptly disburse or otherwise make available funds due to SkyBest. The foregoing administrative payment arrangement shall not affect SkyBest’s rights and obligations, including compliance obligations, as a Subrecipient of Award funds. Blue Ridge EMC and SkyBest may enter into a separate agreement establishing additional rights, obligations and processes relating to allocation of Subaward funds and allocation of Network revenue.

13.3 Ineligible costs. The County shall not be liable to Subrecipients for any costs incurred that are not allowable costs under Award Regulations or this Agreement.

13.4 Indirect Costs. Indirect costs of Subrecipients may be eligible for reimbursement under the grant, to the extent consistent with Regulations. Unless otherwise specified in writing and supported by appropriate documentation, indirect costs, if eligible, shall not exceed the *de minimis* amount specified in Regulations.

14.0 CLOSEOUT OF THE AWARD

14.1 All Project expenditures must be incurred no later than December 31, 2024, and the Project must be completed no later than December 31, 2026, unless extended by Authorities. Subrecipients shall endeavor to deliver reimbursement requests and any invoices, receipts, hours, payroll information and any other supporting documentation for any work completed or to be completed, to the maximum extent feasible, by November 15, 2024. With respect to work to be completed between December 31, 2024 and December 31, 2026, if any, Subrecipients shall use their best efforts to estimate remaining costs and submit such estimates in a “Final Distribution of Funds Request,” to be submitted no later than November 15, 2024.

14.2 The Project and Subaward shall be deemed closed upon the completion of the following:

1. The County receives Subrecipients’ Final Distribution of Funds Request;
2. The County receives a final Expenditure Report indicating that all approved Project work has been completed, and that all Award funds corresponding to such work during the Term of this Agreement have been disbursed to Subrecipients;

3. The County confirms the accuracy of the final Expenditure Report and reconciles actual costs incurred by Subrecipients to Subaward payments (including modifications) and, as a result of such reconciliation, issues any additional funds or receives reimbursement from Subrecipient(s), as the case may be (true-up); and
4. The County notifies Subrecipients in writing that the Subaward is completed and closed.

15.0 DEFAULT AND REMEDIES

15.1 Default. A default under this Agreement shall occur if (a) a Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, (b) such failure is not excused by any provision of this Agreement, and (c) such failure continues un-remedied for a period of thirty (30) calendar days following receipt of written notice from a non-breaching Party. If the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has diligently commenced its cure, there shall be no default as long as the Party diligently continues such cure to completion.

15.2 Remedies. Upon the occurrence of a Default, the non-breaching Party shall have the right to terminate this Agreement (and any associated Subaward, as applicable) and to pursue any and all available legal or equitable remedies against the defaulting Party. The non-breaching Party may pursue such remedies simultaneously or consecutively, at its discretion.

16.0 RESTRICTIONS, DISCLAIMERS AND NOTICES

16.1 Notices. All legal notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to County:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

[Legal counsel]

If to Blue Ridge EMC:

Contact: Katie Woodle

Mailing Address: Blue Ridge Energy, P.O. Box 112, Lenoir, NC 28645

Phone: 1-800-451-5474 ext. 3225

Fax:

Email: kwoodle@blueridgeenergy.com

If to SkyBest:

Contact: Laura Shepherd

Mailing Address: 1200 NC Highway 194 N, West Jefferson, NC 28694

Phone: 336-876-6382

Fax:

Email: laura.shepherd@skyline.org

or to such other address as any Party may designate in writing from time to time.

17.0 INDEMNIFICATION

17.1 To the extent permitted by law, the County, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold Subrecipients, collectively, and their directors, officers, directors, employees, agents, successors, and assigns ("Indemnified Persons") harmless from any third-party claim or action related to any personal injury or death to any person, to the extent it arises or results, in whole or in part, from any alleged act, omission, or negligence of such party or its agents or employees but not limited to any claim or action arising or resulting, in whole or in part, from any breach of such party's obligations under this Agreement, (collectively "Claims"). An Indemnitor's obligations under this section shall not apply to any Claims to the extent caused by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

17.2 To the extent permitted by law, each Subrecipient, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the County, and its directors, officers, directors,

employees, agents, successors, and assigns ("Indemnified Persons") harmless from any third-party claim or action related to any personal injury or death to any person, to the extent it arises or results, in whole or in part, from any alleged act, omission, or negligence of such party or its agents or employees but not limited to any claim or action arising or resulting, in whole or in part, from any breach of such party's obligations under this Agreement, (collectively "Claims"). An Indemnitor's obligations under this section shall not apply to any Claims to the extent caused by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

18.0 FORCE MAJEURE

18.1 Notwithstanding any other provision of this Agreement, no Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, pandemic, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"), provided that the obligation of County to reimburse Subrecipients for costs incurred as provided in this Agreement shall be not be diminished by a Force Majeure Event for a period of three months following the commencement of the Force Majeure Event.

18.2 Response to Force Majeure. A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

18.3 Suspension Pending Force Majeure. The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

19.0 ASSIGNMENT

This Agreement may not be assigned or transferred by any Party without the express prior written consent of each of the Parties, which consent shall not be unreasonably withheld.

20.0 INSURANCE

During the term of this Agreement, each party shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of North Carolina, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, with Five Million Dollars (\$5,000,000) umbrella coverage. Each Party shall name the other Party, including its officers,

employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. Each Party shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of North Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to either Party upon the other Party's request.

21.0 CONFIDENTIAL INFORMATION

21.1 In General. The following shall apply to Parties' Proprietary Information, as defined below:

- a. Subject to the exceptions set forth below, each of the Parties shall hold in confidence any non-public information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement. Proprietary Information includes, but is not limited to, proprietary or confidential information disclosed by either Party to the other for the purposes hereunder, including but not limited to any material clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, or lawfully obtained from third parties. The parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest; provided, however, that prior to such disclosure, the third party to receive such disclosure shall agree to maintain the confidentiality of the Proprietary Information.
- b. If required by order of a governmental or judicial body, recipient may release to such body the Proprietary Information required by such order; provided, however, recipient agrees that prior to such release it shall promptly notify the other party of the order and allow the other party to contest any release of the Proprietary Information; and provided, further, recipient shall use all reasonable efforts to prevent such Proprietary Information from becoming disclosed to the public.

21.2 Survival. The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

22.0 LIMITATION OF LIABILITY; DISCLAIMER

22.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO ANOTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF

DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

22.2 GENERAL DISCLAIMER

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BLUE RIDGE EMC AND SKYBEST MAKE NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE PROVIDED UNDER OR DESCRIBED IN THIS AGREEMENT, OR AS TO ANY OTHER MATTERS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

23.0 EFFECT OF CHANGES IN FEDERAL OR STATE LAWS

Any alterations, additions, or deletions to this Agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective on the date designated by such law or regulation.

24.0 SEVERABILITY

The terms and conditions of this Agreement regarding confidential information, indemnification, warranties, payment and all others that by their context are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

25.0 ENTIRE AGREEMENT; AMENDMENTS

This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

26.0 HEADINGS

Headings and captions of this Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.

27.0 GOVERNING LAW

This Agreement will be governed and construed in accordance with the laws of the State of North Carolina, and as applicable, Federal law, without regard to any conflicts of law provisions that would affix jurisdiction in another State.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

Watauga County, North Carolina:

By:

Name:

Title:

Date:

Blue Ridge EMC:

By:

Name: Douglas Johnson

Title: CEO

Date:

SkyBest Communications, Inc.:

By:

Name: Kimberly Shepherd

Title: CEO

Date:

**APPENDIX A
CONSTRUCTION PLAN**

<<Schedule A-1 – Network Design>>

<<Schedule A-2 – Construction Schedule>>

APPENDIX B

Subaward Disbursement Procedure

Disbursement of Subaward funds to Subrecipients shall be made in accordance with the following requirements.

A. Generally

- The County will reimburse Subrecipients for all eligible Project costs, on a quarterly basis.
- Blue Ridge EMC will submit invoices to the County seeking reimbursement of eligible Project costs incurred by Blue Ridge EMC and by SkyBest (“Invoices”).
- The County will direct all Subaward payments to Blue Ridge EMC. Blue Ridge EMC will allocate and disburse Subaward payments to SkyBest in accordance with SkyBest’s eligible Project costs. Blue Ridge EMC will maintain an accounting of all submitted costs and Subaward disbursements made.

B. Content of Invoices

- Invoices shall describe in detail the work performed and eligible Project costs incurred by each Subrecipient.
- Blue Ridge EMC shall include any additional documentation needed to substantiate material expenditures by Subrecipients that are eligible Project costs, including receipts, etc.
- Blue Ridge EMC shall sign each Invoice, certifying that the Invoice represents a complete statement of costs incurred by Subrecipients during the preceding calendar quarter, and that the Invoice amount represents only Project costs that are eligible for payment pursuant to the Subaward.

C. Submission of Invoices

- Invoices shall be submitted within thirty (30) days after the end of each calendar quarter during the Term. The first Invoice, covering Project costs incurred during Q4 2021, will be submitted no later than January 30, 2022.
- Invoices may be submitted to the County by email, postal mail, or hand delivery to the County Manager.

D. Disbursement

- The County shall pay all undisputed Invoices within thirty (30) days of receipt.
- Disbursement payments shall be made by wire transfer to Blue Ridge EMC, in accordance with wire transfer procedures and account information to be provided to the County by Blue Ridge Energy.
- The County will disburse Subaward funds only to Blue Ridge EMC.

APPENDIX C

County Fiber

As described in Section 10 of the Agreement, Blue Ridge EMC shall construct and maintain fiber strands within the Network for the exclusive use of the County, as follows:

A. Trunk Fiber:

- Twelve (12) strands of unactivated fiber optic cable along all Network trunk routes constructed by Blue Ridge EMC.

B. Point-to-Point Fiber for Certain County Buildings:

- Blue Ridge EMC will construct a fiber build starting at the Courthouse, and terminating six strands of fiber at the Human Services Department. The fiber will continue from the Human Services Department to the Law Enforcement Center, terminating 16 strands of fiber at that location.
 - Courthouse: 842 West King St., Boone, NC
 - Human Services: 132 Poplar Grove Connector, Boone, NC (3 pair)
 - Law Enforcement Center: 184 Hodges Gap Road, Boone, NC (8 pair)

C. Watauga County Landfill:

- Blue Ridge EMC will provide one (1) pair of fiber connectivity among the following buildings at the Watauga County Landfill (336 Landfill Road, Boone, NC 28607):
 - Weigh Station
 - Transfer Station
 - Recycling Center
 - Shop/Animal Control

**NORTH CAROLINA
PROPOSAL BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: _____

KNOWN ALL MEN BY THESE PRESENTS, That we, Skybest Communications, Inc,
as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety,
who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina
through Watauga County, NC as obligee, in the penal sum of
5% of amount bid (\$3.9MM), lawful money of the United States of America,
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to the Obligee on a contract for
Broadband Services for Unserved Areas of Watauga County ("Proposal")
and Principal desires to submit this Proposal Bond in lieu of making the cash deposit as required by N.C. Gen.
Stat. § 143-129(b).

NOW, THEREFORE, the condition of this bond is such, that if Principal shall be awarded the contract for which
Proposal is submitted and shall execute said contract and provide bonds as required by N.C. Gen. Stat. Ann. §
G.S. 143-129, for the faithful performance thereof, within ten days after the award of same to Principal, then
this obligation shall be null and void; but if Principal fails to so execute such contract and give performance bond
as required by G.S. 143-129, Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the
first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Signed this 14th day of December, 2021.

Skybest Communications, Inc
(Principal)

By: Kimberly Shephard

Travelers Casualty and Surety Company of America

By: Christopher V Miller, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christopher V. Miller** of **WEST JEFFERSON**, **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

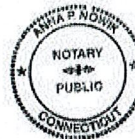
City of Hartford ss.

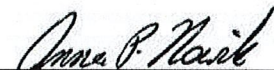
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **December**, **2021**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Blue Ridge Electric Membership Corporation
of Lenoir, NC
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of North Carolina, are held and firmly bound unto Watauga County,
as Obligee, in the penal sum of One Hundred Ninety-Three Thousand Seven Hundred Fifty Dollars and No/100 (\$193,750.00),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Obligee on a contract for Broadband Services for Unserved Areas of Watauga County.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 15th day of December, 2021.

Blue Ridge Electric Membership Corporation
Principal
By: Bryan Z. Shields

RLI Insurance Company
By: William C. West
William C. West Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:

P.O. Box 3967
Peoria, IL 61612
309-692-1000

C0006304-10,0

POWER OF ATTORNEY

**RLI Insurance Company
Contractors Bonding and Insurance Company**
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Susan M. Olander, William C. West, Jennifer Henze Willey, Dawn A. Franta, Brian A. Glasgow, Krista M. Schwendinger, jointly or severally

in the City of Shawnee, State of Kansas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of November, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

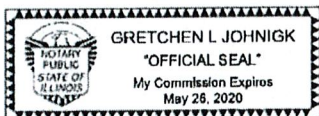
CERTIFICATE

On this 6th day of November, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15th day of December, 2021.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson Corporate Secretary





M E M O R A N D U M

TO: Mr. Deron Geouque, Watauga County Manager

FROM: Nelson Heringer, PE, Project Engineer

DATE: January 18, 2022

RE: **Proposed Meat Processing Facility Water and Wastewater Connections**

Introduction

Watauga County entered into an agreement with McGill Associates to perform a preliminary investigation for managing wastewater pretreatment, water connection, and wastewater connection for proposed meat processing facility to be located at the Watauga County Solid Waste Facility.

It is the understanding of McGill Associates that the proposed meat processing facility will be capable of processing up to 40 cows per day with the intent to operate at a maximum weekly capacity of 80 cows per week. As such, the investigation was based on this production volume.

The assumptions utilized for this evaluation are described within this memorandum. Any changes to the proposed design, production volumes, wastewater characteristics, pretreatment regulations, or any other relevant detail should be re-evaluated to assess the potential impacts to the water and wastewater connections.

Wastewater

Production

An agricultural engineering consulting firm provided an estimated wastewater production of 300 gallons per cow slaughtered and estimated concentrations. With a maximum daily capacity of 40 cows, the maximum daily flow rate is 12,000 gallons per day. The estimated volumes, concentrations, and loadings are presented in Table 1. These values should be confirmed prior to schematic design of the proposed facility.

Table 1: Estimated Wastewater Production

Flow	300 gallons per cow	12,000 gallons per day
BOD	2000 mg/L	200 lbs/day
TSS	1600 mg/L	160 lbs/day
Ammonia (NH ₃)	70 mg/L	7 lbs/day
Fats, Oils, and Grease (FOG)	400 mg/L	40 lbs/day

In addition, to the wastewater production by the meat processing operation, the facility will also have a series of restrooms and showers for the employees to utilize. Per NCDEQ's 02T rules, food production facilities with showers should anticipate 35 gallons per employee per shift. The

Mr. Deron Geouque
 January 18, 2022
 Page 2 of 3

consulting firm provided an estimated workforce of 25 employees. For planning and design purposes, this would generate approximately 875 gallons of additional wastewater per day.

Wastewater Pretreatment

The proposed meat processing facility would discharge wastewater to the Town of Boone's existing collection system for transport to the Town's wastewater treatment plant (WWTP). The Town has an established industrial pretreatment program that requires industrial discharges to meet pretreatment effluent limits if the discharger contributes a certain percentage of the maximum allowable headworks limit (MAHL) which is typically 5%. The pretreatment limit and MAHL values are presented in Table 2.

Table 2: Town of Boone Pretreatment Limits

Parameter	MAHL (5%)	Pretreatment Limit
Flow	241,000 gallons per day	N/A
BOD	754 lbs/day	250 mg/L
TSS	754 lbs/day	250 mg/L
Ammonia (NH ₃)	56 lbs/day	25 mg/L
FOG ¹	N/A	N/A

¹The Town of Boone does not maintain a numerical limit for FOG, only the requirement for a grease removal system.

Based on the current proposed wastewater flow and loading rates, the proposed meat processing facility will not need to provide substantial pretreatment of the waste stream. The Town of Boone would only require a grease trap prior to discharge into the sanitary sewer system. Based on the preliminary flow rates, a 1000-gallon grease trap would be sufficient to meet the Town of Boone's requirements. Should the projected wastewater production of the meat processing facility change, and the new waste stream exceeds the MAHL values, then additional analysis will be required to determine the exact requirement.

Connection

The proposed facility would be located at a lower elevation than the existing sanitary sewer that serves the Watauga County Transfer Station. Therefore, a pump station would be required to convey wastewater to the collection system. Due to the nature of the waste stream, grinder pumps are recommended to protect the pumps, force mains, and collection system from clogging due to large solids. The proposed pump station would discharge into an existing manhole near the waste transfer station via a 4-inch HDPE force main. The figure presented on C-101 shows the preliminary layout of the sanitary sewer force main and the connection point with existing infrastructure. The exact location of the grease trap and pump station would be determined during a schematic design phase.

Water

Demand

The majority of the water usage for the proposed facility will come from the meat processing operation, with the remainder coming from restrooms and showers for the employees. Therefore, the maximum daily demand is projected to be equivalent to the wastewater flow rate of 12,875

Mr. Deron Geouque
January 18, 2022
Page 3 of 3

gallons. For preliminary sizing of the water connection, a peak demand was calculated by performing an analysis of the number of water fixtures such as sinks, showers, toilets, etc. Based on industry standard sizing charts, the peak water demand is estimated to be 40 gallons per minute which could be served by a 1.5-inch water connection and 1-inch water meter. No fire flow analysis was conducted for this investigation. A separate analysis of the fire flow requirements and water infrastructure should be performed during the schematic design phase.

Connection

The existing waste transfer station is served by a 6-inch water line which would be sufficient to supply water to the proposed facility. To provide water to the facility, additional 6-inch water line would be required to provide water for the facility and water for fire protection. The figure presented on C-101 shows the preliminary layout of the 6-inch water line that would serve the processing facility.

Cost Estimate

A preliminary construction cost estimate was prepared for the proposed meat processing facility. This estimate includes the water and sewer infrastructure as well as projected building and site work costs. Due to the uncertainty surrounding the processing facility itself, a 30% contingency was included to account for unforeseen costs. Further analysis and a schematic design are required to increase the level of certainty in the construction cost estimate.

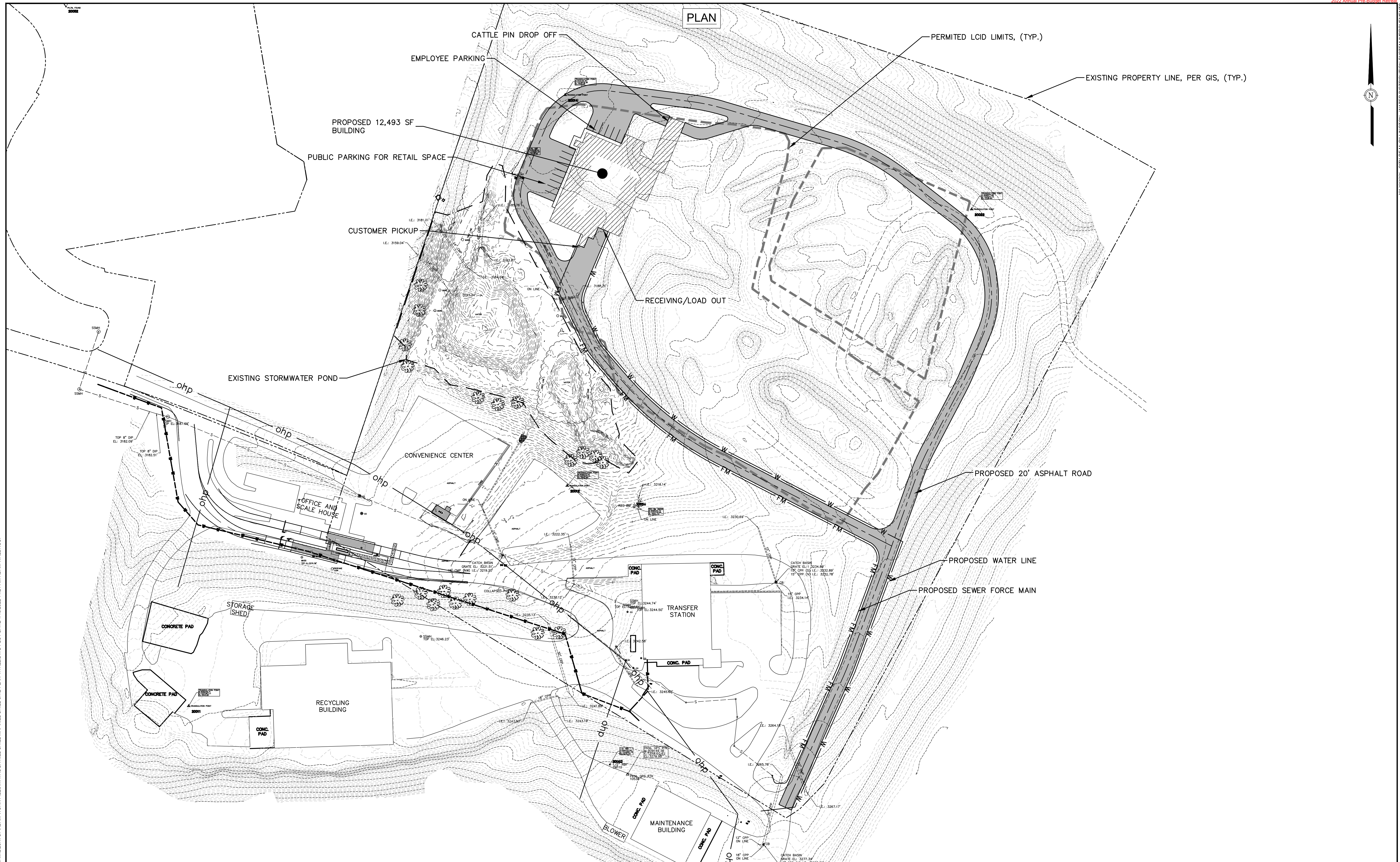
WATAUGA COUNTY
MEAT PROCESSING FACILITY
WATER AND SEWER INFRASTRUCTURE
Opinion of Probable Cost - January 2022

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Mobilization (3%)	1	LS	\$242,000	\$242,000
2	Building	12,495	SF	\$250	\$3,123,750
3	Asphalt Paving	7,000	SY	\$55	\$385,000
4	Earthwork	25,000	CY	\$20	\$500,000
5	Stormwater Infrastructure (includes treatment pond)	1	LS	\$80,000	\$80,000
6	Wastewater Infrastructure (includes pump station, force main, grease trap, connections, valves, surface restoration, etc.)	1	LS	\$300,000	\$300,000
7	Water Infrastructure (includes water line extension, service line, backflow preventer, meter, connections, valves, surface restoration, etc.)	1	LS	\$196,500	\$196,500
8	Erosion Control	1	LS	\$20,000	\$20,000
9	Seeding, Fertilizing, and Mulching	1	LS	\$10,000	\$10,000
TOTAL CONSTRUCTION COSTS					\$4,857,250
Construction Contingencies (30%)					\$1,458,000
Sewer Development Fee (\$7.99 per gallon, 12,875 gpd)					\$102,871
Water Development Fee (\$7.89 per gallon, 12,875 gpd)					\$101,584
TOTAL PROJECT COSTS					\$6,519,705



Notes:

1. All costs shown are in 2022 dollars.
2. The Engineer maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The opinions herein for project and construction costs represent the Engineer's best judgment, and are based on experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The Engineer does not guarantee the accuracy of the cost opinions which may vary from bids or actual project and construction costs.
3. More information is required to determine the requirements of stormwater treatment for this facility.
- 4.. Earthwork values are approximate. New survey data will be required to obtain more accurate earthwork values.



\\MCGILL-ASH\DC\USER\BOLDERS\WORK\FILES\WATAUGA KILL CHILL MAP\KILL CHILL SITE PLAN 1.17.22.DWG PLOT DATE 1/19/2022 11:21 AM ADAM WALDRUP

55 Broad Street
Asheville, NC 28801
828.252.0575
NC Firm License # C-0459
mcgillassociates.com

PRELIMINARY



NO.	DATE	BY	DESCRIPTION

WATAUGA COUNTY LANDFILL
KILL CHILL FACILITY
WATAUGA COUNTY
NORTH CAROLINA

OFFICE MANAGER M. CATHEY	DESIGNER A. WALDRUP
PROJECT MANAGER S. BURWELL	REVIEWER S. BURWELL

SITE LAYOUT PLAN	
DATE JANUARY, 2022	PROJECT # 19.00708
FUNDING # N/A	

SHEET
C-101



OASIS, Inc.
(Opposing Abuse with Service, Information, and Shelter)

Serving survivors of domestic and sexual violence since 1978

Watauga County Commissioners
 Attn: Deron Geouque
 County Manager

July 16, 2021

Dear Deron:

OASIS, Inc. would like to request the County's help to support the agency's mission to break the cycle of violence through services, information and shelter in Watauga County. Since the pandemic struck, OASIS has been unable to hold our largest annual fundraising event, Midnight at the OASIS, in both 2020 and 2021. This annual event provides roughly \$25,000 in unrestricted funds each year for a total projected loss of \$50,000. OASIS saw a significant decrease in monetary support from organizations that count on in-person attendance for tithes, membership fees, and donations, such as the faith community, due to the impacts of COVID 19. In 2019, the Board of Directors set a goal to eliminate OASIS's portion of the mortgage held on the Family Resource Center of Watauga County, which is \$75,000. OASIS and the Board of Directors planned to raise these funds through the fundraising events canceled due to the pandemic.

To assist nonprofits in addressing COVID related budget shortfalls experienced over the last 15 months, State entities are encouraging nonprofits to partner with Town and County governments and request funding from our local appropriations of American Rescue Plan funds. In addition to the pandemic, OASIS recently experienced a decrease of \$60,000 in Governor's Crime Commission funding due to the reduction in VOCA funding from the Federal to the State level. Even more concerning is the additional 34% reduction in funding projected over the next 3 years which would cause an annual reduction of nearly \$100,000.

OASIS is requesting a one-time \$50,000 allocation from the Watauga County Commissioners from the American Rescue Plan funding. If Watauga County could make this investment in the agency, the Board has committed to raise the remaining \$25,000 through corporate sponsors and the *Pass the Hat to Ditch the Debt* events. Once the mortgage is paid in full, OASIS would redirect the \$2,000 monthly mortgage payments to provide shelter, 24-hour crisis intervention and direct services for survivors and their children (redirecting \$48,000 to support individuals and families in the first two years). **By funding this one-time request, the County is enabling OASIS to re-direct \$24,000 to direct services each year, every year.** OASIS appreciates the help and support from the County Commissioners to serve victims, survivors and children fleeing fear and violence since 1978!

Sincerely,

 Michelle Grit
 Executive Director

Address: P.O. Box 1591, Boone, NC 28607 **Office:** 828-264-1532 **Website:** www.oasisinc.org
Watauga County Crisis Line: 828-262-5035 **Avery County Crisis Line:** 828-504-0911

*Thank you to the Family Violence Prevention Services Program, US DHHS, NC Council for Women,
 NC Department of Public Safety, and High Country United Way for financial support.*

AGENDA ITEM 6:

OASIS FUNDING REQUEST

MANAGER'S COMMENTS:

Ms. Michelle Grit, OASIS Director, will request a one-time \$50,000 allocation from the County to pay off the remaining \$75,000 mortgage. The remaining \$25,000 would be raised by OASIS through corporate sponsors and fundraising. The \$50,000 is requested from the American Rescue Plan funds the County received.

As stated previously, County staff is developing a list of potential projects for the ARP funds. The Board reviewed the broadband project and will review the kill/chill project later on in the meeting. Other projects that are under review and development are water/sewer and affordable/workforce housing. The current projects identified and the ones being developed have the potential to utilize all of the allocated ARP funds and may require the Board to reduce the scope of the projects due to available funding.

The Board may wish to table the request until the County has completed and prioritized the list of projects to determine if there are any remaining funds.

Staff seeks direction from the Board.

Summary

To help combat the educational disparities and mental health challenges exacerbated by the pandemic, Western Youth Network (WYN) plans to create a Center for Youth Wellbeing for Watauga County in which children and adolescents can receive afterschool care, tutoring, social-emotional supports, resilience skills and other evidence-based interventions proven to heal their trauma and to get them back on track and thriving. We feel that the creation of this center in Watauga County is the perfect opportunity for one-time support through Watauga County's American Rescue Plan Act of 2021 (ARP) funding.

Need

Qualitative data from WYN's interactions in the community as well as raw data that has not yet been made public confirm that the mental health and academic impact of the pandemic on children and adolescents in our community is serious. Anxiety and depression, suicidality, and academic difficulties abound, and without intervention, will get more dire.

Watauga County students need Western Youth Network's restorative services more than ever, and WYN's current facility cannot meet the growing demand, particularly given the need for social distancing.

Since at least 2005, WYN has been involved in the community discussion regarding the need for a teen center. Watauga County does not have a Boys and Girls Club like many other communities, so WYN serves this role here, and we have not given up on the community's vision to create a facility that meets this need. We are grateful for the presence of the new county recreation facility, however the focus of the Center for Youth Wellbeing will be different from that of the recreation facility, as will the clientele.

Opportunity

Western Youth Network has an opportunity to create a wellness hub for youth in our community that will nurture, educate and strengthen children from Kindergarten to graduation. Herein, youth can receive counseling, participate in afterschool programming while their parents work, receive one-on-one tutoring, learn resilience skills to improve social-emotional learning and wellbeing and receive everything they need to become a healthy, thriving adult who can give back to our community, rather than relying on it for ongoing support. This expanded facility will allow WYN to become a safe space for teenagers to hang out after school, and will also allow WYN to begin serving children at a younger age, thereby improving their academic and social-emotional development. Early intervention is key.

Though the facility will come alive in the afternoon, WYN also wants to use this space in the daytime. We will conduct needs assessments to gather data on community needs, but initial thoughts for daytime use include a site for an alternative school and/or alternative to out-of-school suspension, just to name a few. Staff offices will be in this building as well, and WYN could even share this space with like-minded organizations who could, together, reduce their operating expenses.

WYN has identified two adjacent properties in the Wellness District near Watauga Medical Center with access to bus routes, the County Recreation Facility, the Greenway trail and other non-profit organizations. These properties are located at 134 Doctors Drive and 155 Longvue Drive in Boone. The total purchase price will be \$1.26 million, and renovation, demolition and new construction on the properties, once acquired, is estimated to add at least \$1.5 million in costs. Finding the needed money to undertake this project is our first and most ambitious hurdle to overcome, and this is where we feel ARP funding could be utilized.

Eligibility

WYN's services work to address health disparities and social determinants of health by treating childhood trauma and building resilience, and our services also promote healthy childhood environments, but the most obvious way this project meets eligibility is through addressing the educational disparities exacerbated by the pandemic.

Through the larger and enhanced facility, WYN would be able to serve more students who have fallen behind and need academic assistance and we can also reach the ever-rising number of students who are struggling with increased mental health challenges as a result of the pandemic. WYN's afterschool program is the only afterschool program for middle school students in Watauga County. Though Watauga County Schools has an afterschool program for elementary school students, some who need it most cannot access it due to an inability to pay fees or a lack of transportation or both. Not only would the new facility allow WYN more space to accommodate many more children who have fallen behind, but it would also have rooms that are conducive to quiet learning and tutoring. Further, the space will also have rooms for private counseling sessions for the students. When we intervene earlier with programs that have been proven to improve the social-emotional and mental health of children, children's outcomes will be better and they will prosper.

Lastly, it is important to add that it would be aligned with the WYN vision if our existing property at 155 WYN Way could be sold to become a site for affordable housing. We know this is a project that we and our community partners value, and one that you all are hoping to prioritize as well.

Request

The WYN Board of Directors and staff requests \$1 million from Watauga County's ARP allocation to ensure that WYN can acquire these new properties, create the Center for Youth Wellbeing, and address the educational disparities and mental health concerns exacerbated by the pandemic.

Watauga County

Capital Improvement Plan
FY 2023

Project Title: Watauga County Public Library Expansion
Watauga County Public Library

Requesting Department or Agency: _____

Fund: _____

Project Description: Expand the Library by (2) bays or 70' X 96', 6800 s. f. This expansion was planned into the original design concept and should meet the TOB required setbacks.

Construction Cost	6,800 s. f. x \$250 s. f. =	1,700,000
Design Fee 10%	=	170,000
Contingency 5%		85,000
		1,700,000

Project Justification: Library was completed in 1997. The expansion is necessary to meet the county's growing population needs regarding technology (access and instruction) , lifelong learning, promoting reading (emergent and established readers) and having access to a safe, comfortable attractive and welcoming place for all residents.

Manager's Priority Ranking: _____

Adjusted Ranking: _____

	Budget Year	Planning Year	Planning Year	Planning Year	Planning Year	Planning Year	Total
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
Project Cost Elements: (list expenditure categories)	<u>1,700,000</u>	<u>1,700,000</u>	<u>1,700,000</u>	<u>1,700,000</u>	<u>1,700,000</u>	<u>1,700,000</u>	10,200,000
Totals:							
Revenue Sources: (list expenditure categories)							
Totals:							
Annual Operating Budgetary Impact: (list expected annual operating costs and effects)							
Net Annual Operating Effect:							



**WATAUGA COUNTY
BOARD OF EDUCATION**

Margaret E. Gragg Education Center
175 Pioneer Trail, Boone, NC 28607

February 18, 2022

To: Watauga County Commissioners
Mr. Deron Geouque, County Manager

From: Watauga County Board of Education
Dr. Scott Elliott, Superintendent

Re: Preliminary Budget Discussion for FY 2022-23

The Watauga County Schools system is extremely grateful for the Watauga County Commissioners' longstanding commitment to generous funding for our schools. That commitment is a major factor in the strong and successful public school system that we have in Watauga County.

With the financial complexities generated by the ongoing global pandemic, planning for an upcoming school year proves to continue to be a challenge. However, we must move forward and make our plans with current and available information and this letter will identify some of the highest priority current expense and capital needs for our schools for fiscal year 2022-23.

- At least a 2.5% salary increase or a minimum \$15/hr wage for noncertified employees
- Moving forward with building the new Valle Crucis School
- Roof replacements and electrical upgrades at several schools
- Additional mobile unit for Hardin Park School
- Continuation/expansion of digital learning plan (with student devices)
- Ongoing replacements of activity buses and service vehicles

We will continue to provide ongoing additional information you need to make the best possible decisions about the appropriate level of funding for our schools. We do appreciate the local funding you continue to provide during these very uncertain times at the state and national levels.

Thank you for your consideration and continued support in providing high quality and safe education to all the students of Watauga County Schools.

Facilities Plan

Watauga County Schools Capital Improvement Plan

*Pending funding for new facilities and renovations.

Rev. 2/1/22

Year 2021/2022	\$	3,435,000
Annual Maintenance Items	\$	1,180,000
Furniture/ Equipment	\$	72,000
Custodial Floor Equipment	\$	15,000
Roof Maintenance	\$	100,000
Pavement Repair	\$	160,000
Carpet & Tile Replacement	\$	45,000
Door Replacement	\$	20,000
HVAC Sewer Pump Replacement	\$	25,000
Gym Floor Replacement/Recoat	\$	20,000
Cafeteria Tables	\$	18,000
Band/Arts Program Equipment	\$	30,000
Vehicle Replacement	\$	90,000
Activity Bus Replacement	\$	100,000
Replace Kitchen/Cafeteria Equipment	\$	55,000
Classroom Presentation Technology	\$	80,000
Security Cameras	\$	50,000
Student/ Staff Instructional Devices	\$	300,000
Boiler System - Hardin Park	\$	10,000
Retaining Wall - Bethel	\$	50,000
Mobile Unit - Hardin Park	\$	150,000
Compact Excavator	\$	45,000
Phase 1 Renovations	\$	2,000,000

Year 2022/2023	\$	6,015,000
Annual Maintenance Items	\$	1,000,000
Electrical Upgrades @ HP, PKWY, MBL, CC	\$	500,000
Baseball/Softball Artificial Turf - Infields	\$	500,000
Roof Replacement @ GV, HP, PKWY	\$	1,800,000
HVAC Replacement @ Central Office	\$	115,000
Replace Commodity Truck	\$	100,000
Phase 1 Renovations	\$	2,000,000

Year 2023/2024	\$	1,770,000
Annual Maintenance Items	\$	1,025,000
Bulk Storage for Salt & Sand	\$	350,000
Renovate Parts Room	\$	35,000
Upgrade Central Food Storage	\$	25,000
Painting @ WHS	\$	35,000
Phase 1 Renovations Design at Remaining Schools	\$	300,000

Year 2024/2025	\$	3,665,000
Annual Maintenance Items	\$	1,025,000
Upgrade Central Exhausts @ Bus Garage	\$	50,000
Upgrades @ Central Office	\$	150,000
Add Additional Parking @ Central Office	\$	240,000
Replace Dump Truck	\$	100,000
Install Generator at Maintenance Building	\$	100,000
Phase 1 Renovations	\$	2,000,000

Year 2025/2026	\$	3,100,000
Annual Maintenance Items	\$	1,050,000
Misc. Painting and Maint. @ Central Services	\$	50,000
Phase 1 Renovations	\$	2,000,000

Year 2026/2027	\$	1,050,000
Annual Maintenance Items	\$	1,050,000

Year 2027/2028	\$	3,050,000
Annual Maintenance Items	\$	1,050,000
Phase 1 Renovations	\$	2,000,000

Year 2028/2029	\$	3,075,000
Annual Maintenance Items	\$	1,075,000
Phase 1 Renovations	\$	2,000,000

Year 2029/2030	\$	3,575,000
Annual Maintenance Items	\$	1,075,000
Hardin Park Design	\$	2,500,000

Year 2030/2031	\$	1,600,000
Annual Maintenance Items	\$	1,100,000
Phase 2 Renovations Design	\$	500,000

Year 2031/2032	\$	92,300,000
Annual Maintenance Items	\$	1,100,000
Construct New Facility at Hardin Park	\$	85,000,000

Year 2032/2033	\$	3,100,000
Annual Maintenance Items	\$	1,100,000
Phase 2 Renovations	\$	2,000,000



WATAUGA COUNTY

336 Landfill Road – Boone, NC 28607 – (828) 264-5305

MEMO

SANITATION

January 11, 2022

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Scope Change Orders

Staff recommends Board approve the enclosed proposals with McGill Associates, P.A. McGill is assisting Watauga County in addressing on-going traffic flow challenges at the County's Landfill Road disposal facility.

In order to alleviate some of these traffic flow issues; McGill suggests installing two scales and constructing a new scale house between the proposed new scales. The plan creates two distinct lanes of travel and eliminate the need for outbound vehicles to re-enter the current scale lane for determining outbound empty weights.

McGill will also assist Watauga County in addressing on-going tractor trailer maneuverability issues at our current trailer storage area. McGill recommends relocating the current trailer storage area to the County's Land Clearing Inert Debris (LCID) facility and constructing a new trailer storage pad. McGill believes relocating and constructing a new trailer storage area, with leachate containment, will improve accessibility and address environmental concerns.

Staff requests authorization to notify McGill, Associates, P.A. to proceed with the abovementioned scope change orders. There are sufficient funds available in the Sanitation department's current budget to cover the costs associated with McGill's proposals.

Please let me know if you have questions and thank you in advance for your careful consideration.



January 7, 2022

Mr. Rex Buck
Operation Services Manager
Watauga County Solid Waste and Recycling
336 Landfill Road
Boone, North Carolina 28607

RE: Proposal for Scope Change
Scale Area Improvements
Watauga County, North Carolina

Dear Rex,

As we discussed in our most recent site visit in August and in our follow-up email on September 2, 2021, the County would like to investigate an additional option for addressing the Scale Area Improvements. Based on our meeting and discussions, the County wants to evaluate another option to potentially reduce the cost for the project. We discussed potential savings could be realized by moving the proposed construction closer to the existing scale house and office. This would allow the County to utilize the travel lane currently occupied by the existing scale for the new out-bound scale, allowing the new in-bound scale and scale house to be constructed away from the existing slope to the south. Therefore, the cost for the retaining wall construction and the utility relocation that was previously shown on the schematic design could be reduced. As we discussed, this option would require the construction be phased to allow for uninterrupted service to customers going to the transfer station and LCID Landfill. Since the new out-bound scale would be located in the area of the existing scale, the new in-bound scale would have to be constructed and in service prior to demolition of the existing scale. All traffic would have to be temporarily routed across the new in-bound scale until the new out-bound scale could be constructed.

Based on our current contract, the evaluation of this additional option and a phased construction sequencing was not included in our original proposal dated August 21, 2020. Also, design efforts to date on the project will have to be revised accordingly. Below is our description of the change in scope.

Additional Design and Permitting

1. Perform an additional site visit with our design team to evaluate the proposed option.
2. Prepare updated schematic site plan and grading plan to evaluate scale location and possible constraints for approval by owner.
3. Prepare revised preliminary cost estimate for review with Watauga County.

Mr. Rex Buck
 January 7, 2022
 Page 2 of 3

4. Provide Subsurface Exploration and Geotechnical Engineering Evaluation. This will include two (2) additional soil test borings in the area of the existing scale and report of laboratory results with recommendation for design.
5. Revise site plan based on option as described above.
6. Revise proposed grading and utility plan based on the new layout.
7. Coordinate with Architect, Structural, Mechanical, Electrical, and Plumbing disciplines for new layout and phased construction.
8. Prepare Construction Drawings and Specifications to accommodate a phased construction contract.

Additional Construction Administration and Observation

1. Provide on-site construction observation for an additional 2 months of construction (2 visits per week for 2-month construction duration) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications. The duration is expected to be increased due to the additional phasing of the project.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

- | | |
|---|-----------|
| - Additional Design and Permitting (Lump Sum) | \$ 28,500 |
| - Additional Construction Administration and Observation (Hourly) | \$ 16,000 |

Our previously proposed budget for Bidding and Award services will not need to be adjusted based on the alternate location. Below is the current project phases and fees with increases as described above:

- | | |
|---|-------------------|
| - Design and Permitting (lump sum, original and increase) | \$ 103,000 |
| - Bidding and Award (hourly, estimate, no change) | \$ 13,200 |
| - Construction Administration and Observation (hourly, estimate, original and increase) | <u>\$ 64,000</u> |
| Total Estimated Fee | \$ 180,200 |

Mr. Rex Buck
January 7, 2022
Page 3 of 3

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please have Deron Geoque sign on the acceptance line below and return one (1) copy to us. The previously executed Consulting Services Agreement dated August 21, 2020 will still apply. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

ACCEPTED:

	<u>Chairman</u>	<u>1/19/22</u>
NAME	TITLE	DATE

Attachments: Basic Fee Schedule

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

P:\2020\20.00702-WataugaCoNC-Scale Improvements\Admin\Contracts\21-1012-Watauga County Scale Improvements Additional Services Proposal - updated.docx

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.


Date Finance Director



BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



January 7, 2022

Mr. Rex Buck
 Operation Services Manager
 Watauga County Solid Waste and Recycling
 336 Landfill Road
 Boone, North Carolina 28607

RE: Proposal for Scope Change
 Trailer Storage Area Improvements
 Watauga County, North Carolina

Dear Rex,

McGill Associates is pleased to provide this proposal for changes in scope for the above referenced project. Based on previous conversations regarding this project, it is our understanding that Watauga County would like to evaluate alternate locations for the trailer storage area and expand the previous scope. The area to the north of the existing transfer station and within the limits of the inert debris fill area will be regraded to allow for a loop road to connect the transfer station to the existing trailer storage area. We have previously completed the construction details for the trailer storage set up; however, the alternate location will require completely new site plan, access, roadway, drainage, erosion control, and sewer design considerations. Below is our description of the change in scope:

SCOPE OF SERVICES

Alternate Location Design and Permitting

1. Prepare preliminary site plan and provide preliminary coordination with potential composting operations for the trailer storage area to be located within the existing LCID landfill limits. (Complete)
2. Prepare preliminary site plan for loop road as described above based on AutoTurn truck path to provide alternate route from transfer station to trailer storage area. (Complete)
3. Coordinate with geotechnical engineer on soil borings within LCID limits and revise preliminary site plan. (Complete)
4. Attend virtual and in person Board of Commissioners Meeting to discuss preliminary location and layout of alternate trailer storage area and compost area. (Complete)
5. Provide additional radius improvements to asphalt pavement limits for right turn maneuver into western end of transfer station. (Complete)
6. Prepare hydrologic and hydraulic calculations for necessary piping of existing ditch to be filled as part of the improvements described above.

Rex Buck, Operation Services Manager
 January 7, 2022
 Page 2 of 3

7. Prepare preliminary cost estimate for review with Watauga County staff.
8. Prepare one iteration of preliminary site plan for approval to proceed into detailed design.
9. Prepare detailed existing conditions/demo, site, grading, erosion control, stormwater, and utility plans for review and approval by Owner.
10. Prepare utility plan to include grinder pump station and forcemain route to tie into existing sewer manhole.
11. Prepare permit documents for submittal to NCDEQ Solid Waste Section and the local sewer authority.
12. Prepare erosion control permit submittal to NCEQ based on anticipated disturbance of over one acre.
13. Revise and re-submit to NCDEQ for final approval.
14. Prepare Construction Documents to incorporate permit review comments and Owner comments.
15. Prepare Bid Documents and technical specifications.

Additional Construction Administration and Observation

1. Provide on-site construction observation for an additional 1 month of construction (2 visits per week) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

Alternate Location Design and Permitting (Lump Sum)	\$30,000.00
Additional Construction Administration and Observation (Hourly)	\$3,500.00

Our previously proposed budget for Bidding and Award services will not need to be adjusted based on the alternate location. Below is the current project phases and fees with increases as described above:

- Supplemental Survey (hourly, estimate, no change)	\$ 2,800.00
- Design and Permitting (lump sum, original and increase)	\$39,500.00
- Bidding and Award (hourly, estimate, no change)	\$ 6,500.00
- Construction Administration and Observation (hourly, estimate, original and increase)	<u>\$10,500.00</u>
Total Estimated Fee	\$59,300.00

Rex Buck, Operation Services Manager
January 7, 2022
Page 3 of 3

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please have Deron Geoque sign on the acceptance line below and return one (1) copy to us. The previously executed Consulting Services Agreement dated March 5, 2020 will still apply. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

ACCEPTED:


NAME

Chairman
TITLE

1/19/22
DATE

Attachments: Basic Fee Schedule

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

P:\2020\20.00704-WataugaCoNC-Trailer Storage Area Improve\Admin\Contracts\22-0107-Watauga County Trailer Storage Area Improvements Additional Services Proposal.docx

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.


Date Finance Director



BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

Animal Care & Control Ordinance Discussion

**WATAUGA COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL**

672 Landfill Road
Boone, North Carolina 28607
(828) 262-1672

To: Board of County Commissioners

From: Stacey Shoemake
Department of Animal Care & Control

Please look over the tethering information provided. I have called all of our surrounding counties and none of them have a non-tethering ordinance however there are some counties in NC that do. Tethering is still allowed but must be limited to a maximum of three hours within a twenty-four hour period and tethers must be a minimum of 10 feet in length, have a swivel at each end, and must attach to only a buckle collar or harness. This could be an enforcement nightmare with only two Officers. This ordinance would require a Education/Outreach period, a warning period and a Implementation phase. Please review the information and ask Eric any questions that you might have. This ordinance would probably require a third Officer to enforce effectively.

Chaining and Tethering

- ***Chaining/Tethering is defined as fastening a dog to a stationary object and leaving them unattended.***

The term “chaining” tends to refer to situations where thick, heavy chains are used.

The term “tethering” is more often referred to partial restraint on a rope, lighter chain or cable.

Why do people chain/tether their dogs?

- ***The dog is a repeat escapee and the owner has run out of ideas to safely confine the dog. Sometimes this is the reason dogs are kept on heavier chains.***
- ***The owner is trying to protect their dog from something on the other side of their fence (kids, another dog) by keeping the dog in one area in the yard.***
- ***The owner’s fence is damaged or the owner doesn’t have a fence.***
- ***The dog’s behavior makes keeping them indoors challenging and the owner doesn’t know how to correct the behavior.***
- ***The landlord may not allow the pet owner to keep indoors or install a fence.***
- ***The pet owner comes from a family that always tethered dogs and may not realize there are better options.***

Why is chaining/tethering bad for dogs?

- ***Dogs are naturally social beings who need interaction with humans and/or other animals.***
- ***Intensive confinement or long term restraint can severely damage their physical and psychological well-being.***
- ***Chaining/tethering can cause a dog to become neurotic, unhappy, anxious and often aggressive.***
- ***It is common for continuously tethered dogs to endure physical ailments as a result of being tethered (raw necks from collars that eventually can become embedded into the skin)***
- ***Tethered dogs are vulnerable to insect bites and parasites and are at high risk of entanglement, strangulation or attacks by other dogs or people.***
- ***Tethered dogs may also suffer from irregular feedings, overturned water bowls, inadequate vet care and extreme temperatures. Owners who tether their dogs are less likely to clean the area of confinement, causing the dog to eat and sleep in an area contaminated with urine/feces. The animal becomes neurotic and is hard to approach to do these everyday tasks. They become part of the scenery and can be easily ignored by the owners.***

How does tethering dogs pose a danger to humans?

Dogs that are unable to retreat from perceived or real threats can act out aggressively when approached. Dogs that are tethered for long periods can become highly aggressive. Dogs feel naturally protective of their territory; when confronted with a perceived threat, they respond according to their fight/flight instinct. A tied dog, unable to

take flight resorts to fight, attacking any unfamiliar animal or person who unwittingly wanders into his/her territory.

How should dogs be confined and restrained safely?

- ***HSUS believes that dogs are part of the family and recommend that all dogs live indoors, receive regular exercise and are provided with adequate attention, food, water and veterinary care.***
- ***Dogs living outdoors part or all of the time should be provided with a safe, escape-proof enclosure with proper shelter where they may express natural behaviors.***

Should tethering ever be allowed?

- ***To become well-adjusted companion animals, dogs should interact regularly with people and other animals and should receive regular exercise. Sometimes situations with tethered dogs can be improved incrementally, such as bringing the dog indoors at night at least.***



Know the FACTS about chaining and tethering dogs

The terms chaining or tethering refer to the practice of fastening a dog to a stationary object or stake, usually in the owner's backyard, as a means of keeping the animal under control. These terms do not refer to the periods when an animal is walked on a leash.

Chaining and Tethering is inhumane!

- Dogs are naturally social beings who thrive on interaction with human beings and other animals.
- A dog kept chained in one spot for hours, days, months or even years suffers immense psychological damage.
- An otherwise friendly and docile dog, when kept continuously chained, becomes neurotic, unhappy, anxious, and often aggressive.
- Dogs' chains or leashes can become entangled with other objects which can choke or strangle the dogs to death.

Chaining and tethering is dangerous to humans and other animals!

Dogs chained or tethered for long periods can become highly aggressive. Dogs feel naturally protective of their territory; when confronted with a perceived threat, they respond according to their fight-or-flight instinct. A chained dog, unable to take flight, often feels forced to fight, attacking any unfamiliar animal or person who unwittingly wanders into his or her territory.

Let's talk statistics!

- The Journal of the American Veterinary Medical Association reported that 17% of dogs involved in fatal attacks on humans between 1979 and 1998 were restrained on their owner's property at the time of the attack.
- The book Fatal Dog Attacks states that 25% of fatal attacks were inflicted by chained dogs of many different breeds.
- A study by the Centers for Disease Control found that chained dogs are 2.8 times more likely to bite.

Chained dogs do not make good guard dogs!

Chaining creates aggression, not protectiveness. A protective dog is used to being around people and can sense when his family is being threatened. A dog learns to be protective by spending lots of time with people and by learning to know and love his human family. Statistics show that one of the best deterrents to intruders is an inside dog. Intruders will think twice about entering a home with a dog on the other side of the door. A chained dog can't do anything to stop an intruder! All he can do is bark.

Chained dogs are not in loving, responsible homes!

Chained dogs do not receive sufficient care. They suffer from sporadic feedings, overturned water bowls, inadequate veterinary care, and extreme temperatures. During periods of extreme heat, they may not receive adequate water or protection from the sun. They become difficult to approach, therefore, are given minimal affection.

They become 'part of the scenery' and can be easily ignored by their owners. These dogs are forced to eat, sleep, urinate and defecate in a single confined area. Owners who chain their dogs are also less likely to clean the area.

A chained animal is caught in a vicious cycle; frustrated by long periods of boredom and social isolation, he becomes a neurotic shell of his former self—further deterring human interaction and kindness. *In the end, the helpless dog can only suffer the frustration of watching the world go by in isolation—a cruel fate for what is by nature a highly social animal.*

Behavior problems will only get worse by chaining!

Many believe that by chaining their dog they will "cure" it of its behavior problems. A dog that has been chained all day or all week has little interest in learning to come when the owner calls. The dog is interested in running as fast as he can away from his owner and confinement. The owner then may give up on even limited interaction with the dog, and either leave the dog tied up in permanent misery or get rid of him.

Some people say they chain their dogs so they will learn not to run away, or teach them to be housebroken, or keep them on a chain until they calm down. The fact is, chaining is only going to make all the positive dog behaviors extremely difficult to obtain. Chaining a young dog forces him to become accustomed to urinating and defecating where he sleeps, conflicting with his natural instinct to eliminate away from his living area.

**HSBC Behavior Helpline 954-266-6851.
Free dog obedience classes for chained dogs 954-266-6819.**



THERE ARE DANGERS TO TETHERING

Improper tethering can lead to death, mistreatment, excessive barking and vicious temperament in a dog. That's why the City Council passed an ordinance in June 2013 prohibiting all unattended tethering of dogs in Suffolk.

The Council is allowing a period of several months for dog owners to become familiar with and comply with this ordinance before enforcement begins.

Effective September 1, 2013, Section 10-42 will be law. As written in the Code of the City of Suffolk, Virginia, section 10-42 reads: "Unattended tethering of dogs prohibited: It shall be unlawful to tether any unattended dog whether or not the dog has been provided adequate space." Violation of the ordinance is a class 4 misdemeanor punishable by a fine of not more than \$250.00.

Tethering is the use of something, such as a rope or chain, by which a dog is fastened so that it can range only within a set radius.

ALTERNATIVES?

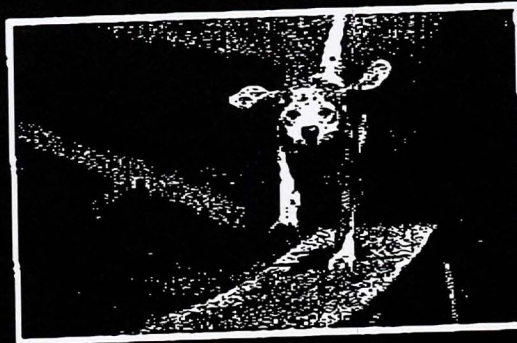
Need an alternative to tethering? The Suffolk Animal Care Division offers these suggestions:

Make your dog a house dog and take it for walks. The dog can be kept in a crate in the house when you can't keep an eye on it.

Consider doggy daycare at a local vet or kennel. The average cost in Suffolk is \$12.00 to \$20.00 per day.

Consider fencing your yard. This lets your dog stay outside and gives it ample space for exercise.

Whatever choice you make, remember that under Virginia Code and City of Suffolk Ordinance, you must meet certain **BASIC REQUIREMENTS** →



BASIC REQUIREMENTS FOR YOUR DOG

Each owner shall provide for each of his companion dogs:

- 🐾 **Adequate food:** Means access to and the provision of food that is of sufficient quantity and quality to maintain each dog in good health. It must be prepared so as to permit ease of consumption for the age, condition, size and type of each dog; is provided in a clean and sanitary manner; is placed so as to minimize contamination and is provided at suitable intervals for the age and condition of the dog, but at least once daily.
- 🐾 **Adequate Water;**
- 🐾 **Adequate shelter** that is properly cleaned;
- 🐾 **Adequate space** in the primary enclosure for the particular type of dog depending upon its age, size, and weight;
- 🐾 **Adequate exercise;**
- 🐾 **Adequate care, treatment, and transportation;** and
- 🐾 **Veterinary care** when needed or to prevent suffering or disease transmission.
- 🐾 **Adequate exercise:** Means there must be room for the dog to move sufficiently to maintain normal muscle tone and mass for the age, size, and condition of the dog.

LET'S WORK TOGETHER FOR HAPPY DOGS!

Tethering Standard Operating Guidelines Orange County Animal Services

This is a set of guidelines for Animal Services Staff to facilitate procedures used to implement the County's new tethering ordinance. Some of the information provided herein is general and applicable to all staff. Other information may be specific to certain groups of staff. Specific responsibilities are summarized in the section "Staff Responsibilities." All staff members should read the entire SOG and familiarize themselves with it, as well as with the list of Frequently Asked Questions attached. Note that the FAQ is available in Spanish as well as English and that both versions, as well as background documents are posted on the Animal Services website.

Tethering Ordinance Requirements

- The Board of County Commissioners (BOCC) approved an amendment to Orange County's Animal Ordinance in November of 2008 that restricts tethering in Orange County.
- The new restrictions on tethering will become effective November 19, 2009 after a one-year period of public education and outreach.
- The County's animal ordinance (and any changes made to it) only applies to the unincorporated areas of the County, as well as Hillsborough, which adopts the County's ordinance. Citizens who live inside the town limits of Chapel Hill, Carrboro or Mebane will not be affected by the County's tethering ordinance. However, the town of Chapel Hill adopted its own tethering ordinance amendment in March of 2009 that will affect its residents. That amendment differs from the one in Orange County and becomes effective in June of 2010.
- On and after November 19, 2009, tethering must be limited to a maximum of three (3) hours within a twenty-four-hour period and tethers must be a minimum of 10 feet in length, have a swivel at each end, and must attach to only a buckle collar or harness.
- On and after November 19, 2009 tethering in excess of the 3-hour maximum will be allowed:
 - a) during any activity where a tethered dog is in the visual range of its owner or keeper, and its owner or keeper is outside with the dog;
 - b) while being walked with a handheld leash;
 - c) during training and performance (or sporting) events for dogs, including but not limited to field and obedience trials, where tethering does not occur for a period exceeding 7 days;
 - d) while actively herding, shepherding or cultivating agricultural products where tethering is reasonably necessary for the safety of the dog;
 - e) when camping or during other recreational activities where tethering is required by the camping or recreational area where the dog is located;
 - f) after taking possession of a dog that appears to be a stray and notifying Animal Control while trying to find the dog's owner or keeper, for a period of no more than 7 consecutive days

STAFF RESPONSIBILITIES

Animal Care Technician Responsibilities

1. Communicate new tethering ordinance requirements to each adopter during adoption counseling.
2. Provide information and answer questions regarding tethering requirements from members of the general public.
3. Provide tethering brochures to members of the general public and adopters of shelter animals.

4. Provide information on resources available for those wanting to switch from tethering to another means of confinement.

Office Assistant Responsibilities

1. Provide information and answer questions regarding tethering requirements from members of the general public that visit or call.
2. Provide tethering brochures to members of the general public and adopters of shelter animals.
3. Provide information on resources available for those wanting to switch from tethering to another means of confinement.
4. If a dog owner surrenders their dog because they cannot comply with the tethering ordinance, this shall be noted on the intake form as well as in Chameleon.

Veterinary Health Care Technician Responsibilities

1. Provide information and answer questions regarding tethering requirements from members of the general public that visit or call.
2. Provide tethering brochures to members of the general public and adopters of shelter animals.
3. Provide information on resources available for those wanting to switch from tethering to another means of confinement.

Resources for confinement other than tethering

An important part of this process is to educate the public and provide them with the support needed to facilitate a change. Below is a list of resources staff members can use in their efforts to work with people to make a positive and effective transition.

- Citizens may switch to a pen/kennel enclosure.
- Citizens may construct a fence.
- Citizens may choose to house their dog(s) indoors. ("Pets for Life" handouts on housetraining and crate training are available at the shelter for visitors and customers)
- Supplies for outdoor enclosures can be purchased at most hardware stores and many indoor confinement methods can be obtained at pet stores.
- The Coalition to Unchain Dogs offers a program to assist with fence building. Details can be found online at www.unchainyourdog.org, or by calling 919-308-3660 or emailing ssns@yahoo.com.
- Consulting with a veterinarian, checking yellow page listings, or conducting an online search can find information about local dog training opportunities.

ACO Responsibilities and Tethering Compliance

On and after November 19, 2009, owners of animals found in non-compliance of the Tethering Ordinance may be issued a warning by an Animal Control Officer. After May 19, 2009, those not in compliance may be issued a warning or subject to an enforcement action such as a civil citation.

It is the expectation that ACOs will work with County residents to facilitate as well as ensure their compliance with the ordinance revision in a positive and collaborative manner. Each officer is expected to refer residents in need to the resources for confinement other than tethering (listed earlier in this SOG). Generally, it is expected that officers will call attention to the resources that are available from The

Coalition to Unchain Dogs. It is the expectation that officers will make every effort to facilitate compliance with the ordinance.

Education / Outreach Period - November 18, 2008 to November 18, 2009

ACO will participate in outreach by providing owners with a brochure outlining tethering regulations. They shall distribute these when a call response involves a tethered dog or they come across a tethered dog while on patrol. This shall include leaving a tethering brochure with a door knocker if no one is at home.

ACO will maintain a list of these postings and distributions to include owners' names and address. Additionally they shall include: if this was a call to AC regarding the animal being tethered; a cruelty complaint where tethering was determined to be an issue; they were on patrol and observed a tethered dog.

Warning Period - November 18, 2009 to May 18, 2010

During this period, ACOs will issue written warnings when they have contact with owners that have unlawfully tethered dogs. As part of their contact they will continue to provide resource information to those owners needing assistance in changing to another means of confinement.

Also, utilizing the data list from the prior period the ACO shall begin follow up visits to the locations of tethered dogs and if still not in compliance, a warning will be issued. A list of these issued warnings will be kept by each ACO. The warning may be posted or signed for however direct contact is preferred.

Implementation Phase - Begins May 19, 2010

Once the 6 month warning period has passed, the warning list shall serve as the initial call request for the ACO's to follow-up and confirm compliance. These follow-ups shall occur during the first part of the business day. Should the ACO arrive and find the animal(s) tethered, they shall post and return after the 3 hour limitation and if the animal is still tethered, they shall document accordingly and issue an order of compliance with a specific deadline by which the dog or dogs will no longer be unlawfully tethered. Subsequent documented violations may result in a civil citation or other appropriate action.

Should a call come in regarding a tethered dog that is not listed on the prior data list, the ACO shall respond and post or leave with the owner a warning regarding the violation. The ACO shall return the next business day, post a three hour warning notice and return later to determine if a violation exists. If a violation is found, the ACO should issue an order of compliance with a specific deadline by which the dog or dogs will no longer be unlawfully tethered. Subsequent documented violations may result in a civil citation or other appropriate action.

During the first 18 months of community education and outreach, when an ACO encounters an owner whose dog is tethered, the ACO shall be mindful of the somewhat sensitive nature of the subject and how they communicate the new ordinance revisions to the owner. Therefore every attempt shall be made to assure that the person is addressed in an even tone and manner as well as given the opportunity to ask questions. Additionally the person shall be instructed on the amount of time they have remaining to comply as well as offered any additional resources referenced in the educational materials.

During all three periods of data collection and outreach, the ACO's shall assure that any owner comply with the tethering regulations in place prior to the ordinance change as well as, if applicable, enforce penalties for any violations. These shall be tracked as well.

Chameleon -

An activity shall be created for each call. The calls regarding tethering shall be coded in the following manner:

New Dog Tethering Restrictions in Orange

County

Frequently Asked Questions

Effective November 19, 2009, Orange County's Animal Ordinance will restrict the tethering of dogs to a maximum of 3 hours within a 24-hour period within the unincorporated parts of the County and Hillsborough. The Board of County Commissioners (BOCC) approved the amendment, along with a year of outreach, in November of 2008.

What is tethering?

Tethering refers to the keeping of dogs on chains, ropes or other such tie-outs versus within a fenced structure. It is often defined in reference to a stationary object (for example, a dog chained to a stake near a dog house), but also includes overhead trolley systems. Tethering does not refer to walking a dog on a leash.

What are the restrictions of the new ordinance amendment?

1. Tethering must be limited to a maximum of three (3) hours within a twenty-four-hour period.
2. Tethers must be a minimum of 10 feet in length, have a swivel at each end, and must attach to only a buckle collar or harness.
3. Certain exceptions exist for specific circumstances.

What exceptions are included in the amendment?

Tethering in excess of the 3-hour maximum is allowed:

1. during any activity where a tethered dog is in the visual range of its owner or keeper, and its owner or keeper is outside with the dog;
2. while being walked with a handheld leash;
3. during training and performance (or sporting) events for dogs, including but not limited to field and obedience trails, where tethering does not occur for a period exceeding 7 days;
4. while actively herding, shepherding or cultivating agricultural products where tethering is reasonably necessary for the safety of the dog;
5. when camping or during other recreational activities where tethering is required by the camping or recreational area where the dog is located;

6. after taking possession of a dog that appears to be a stray and notifying Animal Control while trying to find the dog's owner or keeper, for a period of no more than 7 consecutive days.

How long do people who currently tether have to make changes?

The amendment was adopted on November 19, 2008 and includes a year-long period of extensive public outreach and education before becoming effective in November of 2009. Moreover, only warnings will be issued for the first six months of effectiveness (from November of 2009 to May of 2010). Only after the combined 18-month period, will any ordinance amendment be fully enforced. This is intended to give citizens ample time to become informed and make changes to comply with the new law.

Will the ordinance changes affect me if I live inside a township in Orange County?

Citizens who live inside the town limits of Chapel Hill, Carrboro or Mebane will not be affected by the County's ordinance or any changes made to the County's ordinance. The County's animal ordinance (and any changes made to it) only applies to the unincorporated areas of the County, as well as Hillsborough, which adopts the County's ordinance. However, the town of Chapel Hill adopted its own ordinance amendment in March of 2009 that will affect its residents. That amendment differs from the one in Orange County and becomes effective in June of 2010.

What resources are available for those wanting to switch from tethering to another means of confinement?

There are several other means of confinement available to those wanting to switch from tethering. Citizens may switch to a pen/kennel enclosure; construct a fence; or choose to house their dog(s) indoors. Supplies for outdoor enclosures can be purchased at most hardware stores and many indoor confinement methods can be obtained at pet stores. The Coalition to Unchain Dogs offers a program to assist with fence building. Details can be found on their website at www.unchainyourdog.org, or by contacting them at 919-308-3660 or ssns@yahoo.com. Information about local dog training opportunities can be found by consulting with a veterinarian, checking yellow page listings, or conducting an online search.

BACKGROUND

Why did the BOCC consider tethering restrictions?

The BOCC created the Tethering Committee upon the request of the Animal Services Advisory Board (ASAB), which had been approached by local citizens concerned about the welfare of tethered dogs. Their efforts mirrored initiatives elsewhere in North Carolina and other states to limit, restrict or outlaw tethering. The Tethering Committee was appointed by the BOCC to address tethering in Orange County and to work with the

ASAB to recommend what, if any, changes should be made to the existing animal ordinance regarding tethering.

What are the reasons for these changes?

The Tethering Committee recommended these changes to the BOCC because of its concern with both public safety and animal welfare, after conducting a significant amount of research. Long-term tethering can contribute to neglect and the current ordinance in Orange County does not address the length of time a dog can be tethered. The ASAB also felt that tethering restrictions would make better use of Animal Services resources and help address other related concerns, such as unwanted breeding and dog bites.

Why tethering? Can't dogs be neglected and abused in kennels as well?

While it is true that dogs can be neglected in any situation, tethering raises additional community concerns. The lack of a barrier between the dog and outside world raises the risk of dog bites, and makes some dogs vulnerable to unwanted breeding (contributing to pet overpopulation) and attack by roaming dogs or other animals.

How does the adoption of this ordinance affect County resources?

Other jurisdictions have shown that, in the long term, tethering restrictions make for better use of County resources. Jurisdictions which have recently restricted or eliminated tethering have reported a decrease in the number of reported dog bites, reduced unwanted litters of puppies, and reduced cruelty cases related to improper tethering. All of these changes improve public safety and save the county tax dollars. More information on other jurisdictions with restricted tethering ordinances can be found at http://www.helpinganimals.com/ga_tetherLegislation.asp.

Where can I find additional information and copies of background documents?

The ordinance amendment itself and the report of the Tethering Committee are available at <http://www.co.orange.nc.us/animalservices>. Also available are minutes from BOCC and Tethering Committee meetings, abstracts from BOCC meetings where tethering was discussed, and other supporting documents. Questions can be directed to Animal Control at 919-245-2075.

Prepared January 2, 2009

Current Watauga County Animal Care & Control Ordinance

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

WATAUGA COUNTY ANIMAL CARE AND CONTROL ORDINANCE

SECTION I. AGENCY AUTHORITY AND RESPONSIBILITY

There is hereby created a Department of Animal Care and Control for Watauga County (herein referred to as Department) with resources and personnel as authorized by the Board of County Commissioners. The Department shall be supervised by the County Manager or his designee subject to the general control and direction of the Board of County Commissioners.

1A. Responsibilities of Animal Care and Control Department

1. The Department, along with other law enforcement agencies, is hereby empowered to enforce all North Carolina laws and Watauga County ordinances pertaining to domestic dogs and cats and other pets unless otherwise specified herein. The Animal Care and Control Officers shall be empowered to issue notices or civil citations for violations of these ordinances and laws.
2. The Department will enforce all North Carolina laws and Watauga County ordinances pertaining to rabies control.
3. The Department will enforce the Watauga County Ordinance regulating wild and dangerous animals.
4. The Department is responsible for the investigation of all reported animal bites, for enforcing the quarantine of any animal involved in or suspected of having rabies, and for reporting investigation results to the District Health Director as soon as practicable.
5. The Department will investigate cruelty, abuse or neglect cases involving animals and record the results of the investigation.
6. The Department will be responsible for the seizure and impoundment, where necessary, of any animal in Watauga County involved in a violation of this ordinance.
7. Animal Care and Control Officers will patrol the County area as necessary to monitor compliance with this ordinance.

8. The Animal Care and Control Officers shall keep the following records:
 - a. Bite cases, rabies suspects, complaints, violations, citations issued and related investigations.
 - b. All fees collected for violations.

1B. Definitions

1. ABANDON: To forsake, desert or give up an animal previously under the custody or possession of a person without having secured another owner or custodian or by failing to make reasonable arrangements for adequate care.
2. 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 the animal's health and well-being. Food will be provided in a suitable and sanitary container.
3. ADEQUATE WATER: Constant access to a supply of water that is clean, fresh and visibly free of debris and organic material, provided in a sanitary manner or provided at suitable intervals (not to exceed 24 hours) for the species.
4. ANIMAL CARE AND CONTROL OFFICER: An employee of the County designated by the County Manager to administer and enforce local and state Animal Control regulations as prescribed by the Watauga County Board of Commissioners and the State of North Carolina.
5. ANIMAL: All living vertebrates, domestic and non-domestic, not to include humans.
6. ANIMAL CARE AND CONTROL FACILITY: Any premises designated by the County for the purpose of impounding and caring for animals in accordance with the provisions of this ordinance.
7. ANIMAL SHELTER: Any private or public facility, either non-profit or for hire, that houses, boards, or maintains any domestic animals for adoptions, rescue, rehabilitation or research within the County.
8. CHIEF ANIMAL CARE AND CONTROL OFFICER: The person who, under the County's personnel policy, is responsible for the management of the Animal Care and Control program, including enforcement of County and State laws pertaining to animal and rabies control, and the supervision of all employees in the Animal Care and Control Department. The Chief Animal Care and Control Officer is under the direct supervision of the Operations Services Director.

9. COMMERCIAL KENNEL – A kennel that breeds or whelps dogs and/or cats:
 - a. Sells or transfers any dog or cat to a dealer or pet shop-kennel, or;
 - b. Sells or transfers more than 30 dogs or cats per calendar year.
10. DANGEROUS DOG: A dog that:
 - a. Without provocation has killed or inflicted severe injury on a person; or
 - b. Is determined by Animal Care and Control personnel to be potentially dangerous due to the dog having exhibited one or more of the behaviors stated under “Potentially Dangerous Dog” (NCGS 67-4.1(2)); or
 - c. Is determined to be “Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting” (NCGS 67-4.1).
11. HEALTH DIRECTOR: Director of the Appalachian District Health Department.
12. HYBRID: Any animal that is in part wild, regardless of percentage.
13. KEEPER: A person having custody of an animal, or who keeps or harbors an animal, or who knowingly permits an animal to remain on any premises occupied or controlled by such person, for a period of 5 or more days.
14. KENNEL: Any premises wherein any person, firm or organization boards, lets for hire, trains for fee, breeds, buys or sells animals.
15. OWNER: A person having the legal property rights to an animal.
16. POTENTIALLY DANGEROUS ANIMAL: An animal that has been determined to have:
 - a. Inflicted a bite on a person that resulted in any of the following: broken bones; disfiguring lacerations; injuries requiring cosmetic surgery or hospitalization; or other medical care.
 - b. Killed or inflicted severe injury upon a domestic animal, when not on the owner’s real property.
 - c. Approached a person (if the person was not trespassing on the owner’s property) in a vicious or terrorizing manner in an apparent attitude of attack. (NCGS 67-4.1)

17. PUBLIC NUISANCE: Any animal that damages private or public property; interferes with or attacks a person or other animal; chases, snaps at, or harasses pedestrians, livestock, bicyclists or vehicles; by virtue of number is offensive or dangerous to public health, safety and/or welfare; or is diseased.
18. PUBLIC PLACE – Any street, alley, park, public building, any place of business or assembly open to or frequented by the public, or to which the public has access.
19. RABIES EXPOSURE: A human or other animal bitten by or that comes in contact with the saliva or nervous tissue of an animal suspected of or known to have rabies.
20. RESTRAINT OF A DANGEROUS OR POTENTIALLY DANGEROUS ANIMAL: An animal that is confined in a securely enclosed and locked pen or other structure designed to restrain the animal or an animal which is securely restrained and muzzled when outside of said pen or structure. Tethering a dog does not meet the restraint requirements of this section and is not considered adequate physical control.
21. SHELTER: A place provided for animals of a specific breed that provides sufficient cover from adverse weather; adequate warmth from severe cold weather; and sufficient space for the animal to move around, stand or lie down; and is deemed appropriate by an Animal Care and Control Officer.
22. STRAY: Any at-large dog or cat that has no known owner or keeper.
23. TRESPASSER: A person who has wrongfully invaded the property owned by another person.
24. WILD ANIMAL: Any living member of the animal kingdom including those born or raised in captivity except the following: human beings; domestic dogs (excluding hybrids with wolves, coyotes, or jackals); domestic cats (excluding hybrids with ocelots or marges); farm animals; rodents and hybrid animals that are part wild; and captive bred species of common cage birds. Wildlife, other than as indicated by the Watauga County Wild and Dangerous Animals Ordinance, is controlled by North Carolina State Wildlife Officers.

SECTION II. CITIZEN REQUIREMENTS

2A. Vaccination of Dogs, Cats and Other Pets

1. It shall be unlawful for any owner or keeper to fail to provide a current vaccination against rabies (hydrophabis) for any dog, ferret, or cat three (3) months of age or older. Any animal adopted or redeemed through Watauga Humane Society that does not have a current rabies certificate of vaccination shall be required to be vaccinated within 72 hours at the owner's expense. Should it be found necessary

under special circumstances by the District Health Director or the Board of County Commissioners to prevent a threatened or existing epidemic, the owner or keeper of certain livestock shall also be required to have those animals vaccinated. It shall be unlawful for any owner or keeper to fail to provide current vaccination against rabies for these other animals.

2. A rabies vaccination shall be current for a dog or cat once the rabies vaccine has been administered by a veterinarian or state-certified inoculator and a 21 day period has passed after vaccination. If a second dose is given 12 months after the first, the rabies vaccination is then current for 3 years. This is subject to the guidelines of the North Carolina Department of Health Services.
3. All rabies vaccines shall be administered by a licensed veterinary service or a certified rabies vaccinator.
4. Boarding facilities, animal shelters, pet shops, and kennels within Watauga County shall comply with the requirements of this section.

2B. Vaccination Tag and Certificate

1. The certified vaccinator shall issue a rabies tag stamped with a certificate number and year of issue; upon vaccination, a written certificate of vaccination shall be issued to the owner or keeper of the dog or cat vaccinated.
2. It shall be unlawful for an owner or keeper to fail to provide a dog with a collar or harness to which a current rabies tag may be attached. A collar or harness with an attached rabies tag must be worn at all times with the following exceptions:
 - a. Confinement in an enclosure on owner's premises
 - b. Animal shows
 - c. Obedience trials
 - d. Tracking tests
 - e. Field trials
 - f. Training schools or events sanctioned by a recognized organization
 - g. Supervised hunting

NOTE: Cats are not required to display a rabies vaccination tag, as long as written evidence of inoculation can be furnished to the Animal Care and Control Officer.

3. All dogs, cats or other animals requiring vaccination against rabies that are shipped or otherwise brought into Watauga County (except for exhibition purposes where

the animal is confined and vaccinated within one (1) week of entry) shall remain confined for three (3) weeks after vaccination unless accompanied by a certificate issued by a licensed veterinarian that the animal is free from rabies, has not been exposed, and has received a proper dose of rabies vaccine not more than twelve (12) months prior to the date of issuing the certificate.

4. It shall be unlawful for any person to use a rabies vaccination tag or written certificate for any animal other than the animal for which the tag or certificate was issued.
5. Dogs, cats, and other pets without current rabies tags are subject to impoundment.
 - a. After impoundment, animals will be handled in accordance with Section V, 5C of this ordinance.

2C. Identification Tags for Dogs & Cats

1. It is the purpose of this section to provide a means of identifying the owner of a dog or cat in Watauga County.
2. It shall be unlawful for any dog or cat owner or keeper to fail to provide their dog or cat with an identification tag and to take such action as necessary to ensure that the identification tag is worn by the animal on a collar at all times except for the circumstances cited in Section II, 2B, (2) a-g of this ordinance.
3. The identification tag shall display the owner's contact information, i.e. owner's name, address, and telephone number where the owner can be contacted.
 - a. In lieu of a collar tag, the owner or keeper may choose to micro-chip a dog or cat.
4. Dogs and cats are subject to impoundment if a dog or cat is found not wearing a visible identification tag.
 - a. Dogs or cats that are found to be micro-chipped will be returned to the owner without charge if redeemed within a 24 hour period.

SECTION III. RABIES AND ANIMAL BITE MANAGEMENT

3A. Animal Bites

Bite reports shall include, but not be limited to, the following: name, age and sex of the victim; precise location of wound and treatment required; circumstances leading up to and the scene of the bite; and name, description, and owner of the animal inflicting the bite.

1. When a person has been bitten by an animal, it shall be the duty of such person (or legal parent or guardian if such person is a minor) to notify the Department immediately and provide all information necessary to complete a bite report. The owner or keeper of said animal shall immediately secure and confine said animal until Animal Care and Control Officers can ascertain current rabies vaccination and determine and designate a place for the animal to be quarantined for a period of ten (10) days. It shall be the duty of every physician, or other medical personnel, to report all known or suspected bite cases to the Department within twenty-four (24) hours and provide appropriate information as required by the Department.
2. If the owner or keeper of an animal that has bitten a person or animal refuses to confine the animal as required by this ordinance or NCGS 130a-196 or fails to provide a current rabies vaccination certificate, the Department may order seizure of said animal and its confinement for not less than ten (10) days in such place as designated by the Department at the owner's expense.
3. Law enforcement agencies investigating animal bites shall report all bites immediately to the Department and provide the appropriate information as required by the Department.
4. In cases where the animal owner or keeper is unknown, the animal shall be kept for the supervised confinement period at the Watauga Humane Society.
5. Badly wounded, diseased, or suffering animals suspected of having rabies may be humanely destroyed and the head forwarded to the Division of Health Services for diagnosis.
6. Failure of the animal owner or keeper to comply with this section may result in a \$100.00 civil penalty for each violation.

3B. Destruction or Confinement of Animal Bitten by a Known Rabid Animal

Animals that do not have a current and valid rabies vaccination which are bitten by a known rabid animal shall immediately be destroyed unless the owner or keeper agrees to strict isolation of the animal at a veterinarian hospital for a period of six (6) months at the owner's expense. If the animal has a current rabies vaccination, the animal shall be immediately re-vaccinated at the expense of the owner or keeper and returned to said person. This booster vaccination shall be given within 72 hours of the bite.

3C. Unlawful Killing or Releasing of Certain Animals

It shall be unlawful for any person, except Animal Care and Control Officers (as stated in Section III, 3A), to kill or release any animal under rabies observation. An animal which has been placed under rabies observation by the Department shall not be removed from

the quarantine area specifically designated by the Animal Care and Control Officer without written permission from the District Health Director supplied in advance to the Animal Care and Control Officer.

3D. Dogs or Cats Brought into Watauga County

Any dog, ferret or cat brought into Watauga County must have a valid rabies vaccination prior to entering the County. Otherwise, the dog or cat must be confined and given a rabies vaccination within one (1) week and remain confined for three (3) additional weeks. Failure to comply with the above requirements will result in a civil penalty of \$100.00, criminal charges or both.

3E. Post-Mortem Diagnosis

1. If an animal dies while under observation for rabies, the head of such animal shall be submitted to the Department for shipment to the laboratory section of the North Carolina Division of Health Services for rabies diagnosis.
2. The carcass of any animal suspected of dying of rabies that has bitten a person or another animal shall be surrendered to the Department for shipment to the laboratory section of the North Carolina Division of Health Services.

3F. Wildlife Bites

1. Any person bitten by a wild animal suspected of rabies shall report all information as required in Section III, 3A of this ordinance. The wild animal, if obtained, shall be released to the Department for shipment to the North Carolina Division of Health Services for diagnosis.
2. Any animal without a valid rabies vaccination bitten by a wild animal shall be treated as stated in Section III, 3B of this ordinance in the event the wild animal cannot be contained or captured for rabies diagnosis.

3G. Area-wide Emergency Quarantine

1. When reports indicate a positive diagnosis for rabies where human lives may be endangered, the District Health Director may declare an area-wide quarantine. During such quarantines, the District Health Director may authorize appropriate agencies to seize any animal requiring vaccination and found running at large in Watauga County until the quarantine is lifted. During the quarantine period, the District Health Director shall be empowered to provide a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities.
2. In the event of additional positive rabies cases during the quarantine period, the District Health Director may extend the quarantine period at his/her discretion.

SECTION IV. CRUELTY TO ANIMALS**4A. Torture of an Animal**

It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to health or general welfare any animal, or to cause or procure such action. The words “torture” and “torment” shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted. Such terms shall not be construed to prohibit lawful taking of animals under the jurisdiction and regulation of the Wildlife Resources Commission; nor to prohibit the Department, veterinarians or duly authorized persons from destroying dangerous, unwanted, or injured animals in a humane manner.

4B. Shelter

It shall be unlawful for any owner or keeper to fail to provide an animal with proper shelter that provides protection from the weather and is sufficient and comfortable, with the opportunity for vigorous daily exercise. Veterinary care shall be provided when and if necessary to prevent suffering and to ensure that the animal is in good health.

4C. Closed Vehicles

It shall be unlawful for any person to leave an animal within a closed car, truck, or other vehicle for such duration or at such temperatures as an Animal Care and Control Officer shall, in his/her sole discretion, deem to be harmful or potentially harmful to the animal.

4D. Chaining

It shall be unlawful for any person to leave an animal unaccompanied on a chain or cable that is less than 8 feet in length. All chains/cables must be equipped with a swivel.

4E. Hit by Vehicle

Any person injuring or killing an animal by striking it with a motor vehicle of any type shall make every reasonable attempt to notify the owner or keeper of said animal and shall notify the Department as soon as possible.

4F. Abandonment

Any person being the owner or keeper, or having charge or custody of an animal, who willingly and without justifiable excuse abandons the animal is guilty of a misdemeanor punishable as provided by a fine of up to \$500.00 (NCGS 14-361.1).

4G. Violations

Violations of Section IV, 4A or 4B shall, at the discretion of the investigating officer, result in a civil penalty of up to \$100.00, or criminal charges, or both.

SECTION V. ANIMAL MANAGEMENT**5A. Confinement and Control of Dangerous Domestic Animals**

Special preventative measures shall be taken by Animal Care and Control Officers for the confinement and control of dangerous domestic animals upon consideration of the following factors:

1. a. The presence of a victim or potential victim that in the opinion of the Department is unable to defend themselves, such as children, elderly, or handicapped.
- b. Prior attack-dog training or aggression training.
- c. Threat or open display of attack by an animal.
- d. Prior history of harm to humans or other animals.

The Department shall have the authority as promulgated under NCGS 67-4.5 130A-200 to require appropriate and specific preventative measures, including impoundment, to ensure public safety. Such preventive measures may be required at the discretion of authorized personnel during the investigation of a dangerous animal complaint or subsequent display of dangerous animal behavior by the animal within the jurisdiction of Watauga County.

2. The employees of the Department and any other Watauga County employee appointed by the County Manager or his designee shall determine if an animal is “dangerous” or “potentially dangerous.” The person making such determination will notify the owner or keeper in writing and cite the reason for the determination.
 - a. A dangerous or potentially dangerous animal determination will be made upon receipt of a written, detailed complaint and investigation by the Department of Animal Care and Control.
3. Dangerous dog:
 - a. A dangerous dog is an animal that:
 1. Has killed or inflicted severe injury on a person.

2. Is determined, by the person or board designated by County authority to be responsible for Animal Control, to be potentially dangerous because the dog has engaged in behaviors listed in subdivision (b) of this subsection.
 3. Is determined to be a dog owned or harbored primarily or in part for the purpose of dog fighting or a dog trained for dog fighting.
- b. Potentially dangerous dog means a dog that the person or board designated by the County authority responsible for Animal Control determines to have:
1. Inflicted a bite on a person that resulted in broken bones, disfiguring lacerations, cosmetic surgery or hospitalization.
 2. Killed or inflicted severe injury on a domestic animal when not on the owner's property.
 3. Approached a person, when not on the owner's property, in a vicious or terrorizing manner in an apparent attitude of attack.
- c. Special preventative measures may be taken by the Animal Care and Control Officers for any dog deemed dangerous or potentially dangerous.
1. Any dog determined to be potentially dangerous shall be delivered within 24 hours to the Watauga Humane Society and there it shall be held until a secure fenced area a minimum of 6 feet high, 10 feet long and 10 feet wide, with the fencing set in the ground in such a way that the dog can not dig out, is erected. The enclosure will be inspected by the Animal Care and Control Department before the dog is released. The owner will pay all boarding fees and fines applicable. This enclosure shall be completed and the dog claimed within 10 days or the dog will be destroyed.
 2. The owner will post the entrance of the property where the potentially dangerous dog is kept with a sign that is legible from the road or sidewalk with notification that a potentially dangerous dog is kept on the property.
 3. It shall be unlawful for any owner to:
 - a. Leave a potentially dangerous dog unaccompanied on the owner's real property unless the dog is confined indoors or inside a secure enclosure.
 - b. Permit a potentially dangerous dog to go outside the secure enclosure unless the dog is leashed and muzzled or is otherwise securely restrained.

- c. Transfer ownership of a potentially dangerous dog without having notified the Animal Care and Control Department in writing 10 days prior to the transfer of ownership. The person receiving ownership of the dog shall have a secure enclosure prior to taking possession of the dog.
 - d. Transfer ownership of a potentially dangerous dog without having notified in writing the person taking ownership of the dog regarding the dog's dangerous behavior and the determination of the dog as potentially dangerous.
4. The Board of County Commissioners shall appoint an appeals board to review "dangerous" or "potentially dangerous" designations upon request of the owner or keeper. The Board of County Commissioners shall specify the number, qualifications, length of term, and compensation, if any, for the Appeals Board. Owners shall have three (3) days from the time of notification that the dog has been deemed dangerous to file an appeal in writing with the Appeals Board stating the reasons why such a designation is unwarranted. The Appeals Board will schedule a hearing within ten (10) days of the filing. The designation of an animal as "dangerous" shall be upheld unless overturned by the Appeals Board. Any appeal of the Appeals Board's final decision will be filed with the Superior Court, pursuant to NCGS 67-4.1(c).
5. Animals deemed "dangerous" or "potentially dangerous" that are found to be in violation of prescribed confinement shall be subject to apprehension or seizure and impoundment at the Animal Care and Control facility at the owner's expense until released by a court of competent jurisdiction or may be humanely destroyed in accordance with Section V, 5F of this ordinance. In addition, the owner of the animal will be subject to a civil penalty of \$100.00.
6. Wild and Dangerous Animals
 - a. It shall be unlawful for any person to keep an inherently dangerous animal within Watauga County. The Animal Care and Control Officer shall order removal of any inherently dangerous animal owned or harbored by anyone in Watauga County.
 - b. It shall be unlawful for any person, other than licensed sanctuaries, to own or harbor any wild animal. The Animal Care and Control Officer shall order the removal of any wild animal owned or harbored by anyone in Watauga County.
 - c. See also ordinance regulating wild and dangerous animals (exotics).

5B. Public Nuisance

1. An animal or group of animals shall be considered a public nuisance if:
 - a. Animal(s) damage private or public property.
 - b. Animal(s) chase, snap at, or harass pedestrians, livestock, bicyclists, vehicles or other animals when not on the owner's property.
 - c. By virtue of number, animal(s) are offensive or dangerous to public health, safety and welfare.
 - d. Animal(s) are diseased and are therefore dangerous to public health.
 - e. Animal(s) are maintained in an unsanitary environment which results in offensive odors or is dangerous to the animal or to public health, safety and welfare, or if there is a failure to maintain a condition of good order and cleanliness that reduces the probability of the transmission of disease.
 - f. Animal (s) are maintained in such a manner and location that animal waste can accumulate and run off onto another person's property.
2. The owner or keeper of the animal causing damage to the property of another, either private or public, shall be responsible for such damages and costs.
3. After it is determined by the Department that a nuisance violation has occurred, the owner or keeper will be provided written notification of such violation and be required to abate the nuisance within 72 hours from the time of notification. Abatement includes restraining the animal to the owner or keeper's property by whatever means necessary or leashing and accompanying the animal if off of the owner's property.
4. Upon receipt of two (2) written, detailed and signed complaints that an owner or keeper's animal is a nuisance as defined in this ordinance, the Department shall notify the owner or keeper of the offending animal that a complaint has been received and that an investigation has been initiated. A valid complaint shall consist of, but not be limited to, the following: eyewitness account of the animal's actions and behavior, specifying date, time and location of the incident (s), conditions leading up to the incident(s), and the signature of the eyewitness. If the investigation reveals that an animal is a public nuisance in accordance with Section V, 5B, (1), the owner will be notified in writing of the determination and advised that the animal must be secured on the owner's property by whatever means necessary.
5. If any person receiving notice in the manner herein described shall fail or refuse to abate the nuisance within the specified time upon the issuance of such order, the

Animal Care and Control Officer or Sheriff may cause the animal(s) in question to be apprehended and impounded in accordance with the provisions of this ordinance.

6. If investigation reveals that a violation has occurred and the owner or keeper is unknown, the animal may be apprehended and kept at the Watauga Humane Society. The notice and order shall be posted at the Watauga Humane Society and on the Watauga County Courthouse bulletin board. In the event the owner or keeper remains unknown after a forty-eight (48) hour posting period, the animal can be impounded or humanely destroyed.
7. It shall be unlawful for an owner or keeper to permit an animal(s) to create a public nuisance or to maintain a public nuisance created by any animal(s).
8. Any person who receives notice of an animal being declared a public nuisance may, within ten (10) business days of the date the notice was received, submit a written appeal to the County Manager. The appeal notice shall specifically state the reasons for the appeal with a copy of the public nuisance notice attached thereto. The Chief Animal Care and Control Officer shall schedule a hearing and notify the appellant: The County Manager shall render a decision upholding, denying, or modifying the public nuisance notice. Accrual and imposition of the civil penalties shall be stayed pending the decision; however, there will be no stay for equitable remedies available to the County. If the decision of the Animal Care and Control Officer is affirmed, accrual and imposition shall resume.

5C. Impoundment

1. Any animal may be impounded at the Watauga Humane Society facility for a minimum of seventy-two (72) hours if it appears to be:
 - a. Lost, stray, or abandoned
 - b. In violation of this ordinance.
2. Reasonable effort shall be made to identify and notify the owner or keeper of the animal that the animal has been impounded and where it may be redeemed. Animals not redeemed within seventy-two (72) hours of notification to the owner or keeper may be placed for adoption or euthanized.
3. Impoundment of an animal shall not relieve the owner or keeper from any penalty imposed for violation of this ordinance.
4. Any animal impounded, confiscated or turned in that cannot be adequately housed at the Watauga Humane Society (e.g., horses, cattle, etc.) may be housed at a proper location at the expense of the owner or keeper.

5D. Stray Animals

1. It shall be unlawful for any person in Watauga County to knowingly and intentionally harbor, keep in possession by confinement, or otherwise allow an animal(s) to remain on his/her property, unless the person has, within seventy-two (72) hours from the time such animal came into his/her possession, notified the Animal Care and Control Department. The Animal Care and Control Department shall log the animal's description, location and name of keeper.
2. It shall be unlawful to refuse to surrender any such stray to the Animal Care and Control Department on demand.

5E. Release of Animals in Animal Care and Control Custody

It shall be unlawful for any person to release or cause to be released any animal in the custody of the Department without proper authorization. This includes any animal impounded at the Watauga Humane Society, in a Animal Care and Control vehicle or caught in a safe trap.

5F. Humane Destruction of Animals

1. Notwithstanding any other provision of this ordinance, an animal that cannot be seized by reasonable means and has been deemed dangerous (vicious), stray, or a public nuisance, or an animal causing a threat to public safety or other animals, may be humanely destroyed at the discretion of the Animal Care and Control Department.
2. Notwithstanding any other provision of this ordinance, any animal seized or impounded that is badly wounded, diseased (not a rabies suspect), or unweaned; is not displaying any identification; and cannot be identified after reasonable inquiry may be destroyed immediately in a humane manner. If the animal has identification, the Watauga Humane Society shall attempt to notify the owner or keeper of the situation. If the owner or keeper cannot be readily reached, the Watauga Humane Society, in consultation with a veterinarian, will use its discretion whether or not the suffering animal should be destroyed in a humane manner.
3. At the end of the minimum time period of 72 hours, unclaimed animals shall be deemed abandoned and may be disposed of in a humane manner.

5G. Confiscated Animals With Medical Needs

Any animal that is confiscated as a result of a court order or taken as evidence in an Animal Care and Control investigation and that requires medical attention or medication shall be held at the Watauga Humane Society until all bills are paid by the owner or keeper. After 72 hours of finalization of court action, animals can be adopted out or humanely destroyed.

SECTION VI. ANIMAL CARE AND CONTROL FACILITY OPERATIONS**6A. Facility**

The Department shall contract with the Watauga Humane Society to operate a facility for the purpose of providing safe and sanitary confinement of animals received or seized within Watauga County. The facility shall be maintained in accordance with all applicable rules and regulations.

6B. Redemption of an Animal

The owner or keeper of an impounded animal may redeem the animal and regain possession by complying with all applicable provisions of this ordinance, showing proof of rabies vaccination, and paying appropriate fees and fines. Animals that are brought in by the public which are properly tagged shall be returned to the owner or keeper without charge if redeemed within a 24 hour period.

6C. Redemption or Adoption of an Animal Without Rabies Vaccination

1. Persons adopting or redeeming an animal from the Watauga Humane Society without a valid rabies vaccination shall obtain a rabies vaccination within 72 hours and notify the Animal Care and Control Department of the tag number and name of the vaccinating veterinarian.
2. All person(s) adopting or redeeming a dog or cat will be required to purchase or obtain an identification tag or have the animal micro chipped.
3. Any animal surrendered by its owner in accordance with Departmental procedures may be immediately placed for adoption. Impounded animals will be placed at the discretion of the Department after expiration of the prescribed impoundment period.
4. During periods of emergency rabies quarantine, no animal without a current rabies vaccination shall be adopted without written permission from the District Health Director.
5. Payment for all veterinary services will be the responsibility of the owner or keeper.
6. After a seventy-two (72) hour waiting period, allowing for time to locate the animal's owner, the dog or cat can be adopted out or humanely destroyed.

SECTION VII. VIOLATIONS, ENFORCEMENT AND PENALTIES**7A. Violations**

1. The violation of any provision of this ordinance shall be a misdemeanor as provided in NCGS 14.4(a).
2. Each day's violation of this ordinance is a separate offense. Payment of a fine imposed in criminal proceedings pursuant to this section does not relieve a person of the liability for penalties or fees imposed under this ordinance.
3. Enforcement of this ordinance may be made by appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction pursuant to NCGS 153A-123 (d) and (e).
4. A violation of this ordinance may also subject the offender to the civil penalties hereinafter set forth:
 - a. Such civil penalties may be recovered by Watauga County in a civil action or may be collected in such other amounts as prescribed herein within the prescribed time following the issuance of notice for such violation.
 - b. Such notice shall:
 1. State upon its face the amount of the penalty to be paid within seventy-two (72) hours from the issuance of the notice and the late fee (\$1.00 per day) if paid more than seventy-two (72) hours after its issuance.
 2. Notify such offender that a failure to pay the penalties within the prescribed time shall subject such offender to a civil action for the stated penalty plus an additional penalty in the amount of \$25.00, together with the cost of the action to be taken by the court.
 3. Further provide that such offender may answer the notice by mailing stated penalty to the Department at its mailing address, or by making payment to the Department at the appropriate address, and that upon payment such case or claim and right of action by Watauga County will be deemed compromised and settled.
 4. State that penalties must be paid within seventy-two (72) hours from the issuance of the notice and, if settlement is not received within the seventy-two (72) hours, court action shall be filed for collection of such penalty.
 - c. The Department is authorized to accept payment in full and final settlement of the penalty and, for any and all claims that Watauga County may have, to enforce civil action.

- d. The notice of violation referred to herein may be delivered in person, mailed to the offender at the last known address, or affixed to the door of the offender's residence.

7B. Penalties

1. The civil penalty for any and each individual violation of this ordinance is \$50.00 for the first offense, \$100.00 for the second offense, and \$150.00 for the third offense. If an offense is committed by the same animal for a fourth time, the animal may be confiscated and disposed of at the Chief Animal Care and Control Officer's discretion. If the animal in question is deemed to be a danger to the community, said animal may be confiscated before the fourth offense.
2. In addition to the penalty prescribed in Section VII, 7B(1) above, a \$1.00 per day penalty shall be imposed in all those cases in which the above penalty has not been paid within the authorized seventy-two (72) hour period.
3. Should it become necessary to institute a civil action to collect any penalty hereunder, the violation shall be subject to an additional penalty of \$25.00, together with the cost of the action to be taken by the court.
4. All penalties paid to the Department or an authorized agent recovered in a civil action as herein provided shall be remitted to the General Fund of Watauga County.

7C. Enforcement

1. Animal Care and Control Officers or other Watauga County employees so designated by the County Manager shall be empowered to enforce the provisions of this ordinance.
2. It shall be unlawful for any person(s) to interfere with, hinder or molest the employees of the Department and its officers, while in the performance of their duties as stated in this ordinance, or to release any animal in the custody thereof, except as specifically provided herein.
3. Animal Care and Control Officers shall be empowered to utilize firearms or tranquilizer guns for the purpose of control of wild, diseased and dangerous animals.
4. Any questions regarding the policies of this ordinance shall be answered at the discretion of the Chief Animal Care and Control Officer.

SECTION VIII. SEVERABILITY

If any section or part of this ordinance should be held legally invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this ordinance are severable.

ARTICLE IX. REPEAL

This ordinance replaces, in its entirety, the existing ordinance entitled Watauga County Animal Care and Control Ordinance, adopted August 18, 2009. The previous ordinance shall be repealed as of the effective date of this ordinance.

SECTION X. EFFECTIVE DATE

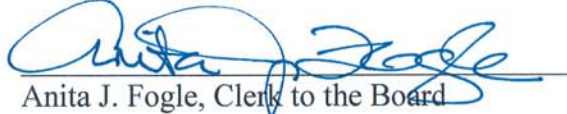
This ordinance shall become enforceable and effective on the 1st day of September, 2011.

ADOPTED this the 2nd day of August, 2011.



Nathan A. Miller, Chairman
Watauga County Board of Commissioners

ATTEST:



Anita J. Fogle, Clerk to the Board

[seal]

Asheville Information

Sec. 3-12. - Animal care.

- (a) It shall be unlawful for any owner to fail to provide his/her animals with sufficient food, water, shelter and protection from the weather, veterinary care and with humane care and treatment.
- (b) It shall be unlawful for any person to willfully or intentionally beat, injure, endanger, wound, torture, torment, disfigure, poison, overdrive, overload or otherwise abuse any animal.
- (c) It shall be unlawful for any person to cause, instigate, permit, organize or attend any dogfight, cockfight or other combat involving animals.
- (d) No person may transport any type of animal in a motor vehicle or in a wagon or trailer pulled by a motor vehicle, or in a truck or the back of a truck, in such a way as to cause pain, suffering, possible pain or death to the animal. Provided, however, there shall be no prohibition against the humane transportation of horses, cattle, sheep, poultry, or other livestock in trailers or other vehicles designed, constructed, and adequate for the size and number of animals being transported.
- (e) It shall be unlawful for any person to place or confine an animal or allow an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time as to endanger the health or well-being of such animal due to temperature, lack of food or drink, or such other conditions as may reasonably be expected to cause suffering, disability, or death. After making a reasonable effort to find the driver of a vehicle in which an animal is confined, the animal control officer, in the presence of a law enforcement officer, may use the least intrusive means to enter the vehicle if necessary to remove the animal, where reasonable cause exists to believe the animal may die if not immediately removed.
- (f) It shall be unlawful to trap a wild animal in the city limits without a permit and/or license as required by the North Carolina Wildlife Resources Commission or successor agency. Live animals known to transmit the rabies virus, including but not limited to foxes, coyotes, skunks, bobcats, beavers, ground hogs and bats, shall not be trapped, handled, kept, transported or destroyed except by animal control officers or other authorized persons.
- (g) Any person injuring or killing a domesticated animal by striking it with an automobile or other vehicle shall make reasonable and immediate efforts to notify the owner of said animal. If the owner cannot be contacted and the animal is still alive, reasonable measures must be taken to notify animal control.
- (h) It shall be unlawful for any person to sponsor, promote, exhibit or train a wild, exotic or domesticated animal to participate in any unnatural behavior in which the animal is wrestled, fought, made to perform, harassed or displayed in such a way that the animal is abused or harmed.
- (i) It shall be unlawful for an owner to leave a dog unattended and restrained by tether while outdoors.

- (j) It shall be unlawful for any person to abandon any animal.
- (k) It shall be unlawful for any person to auction, sell or trade any dog or cat in a public place without a valid permit from the N.C. Department of Agriculture. In addition it shall be unlawful to adopt any animal in a public place within the city unless the entity placing the animal is an active North Carolina non-profit corporation whose principal place of operation is located in Buncombe County, the animal is spayed or neutered prior to adoption and the animal has all of its necessary vaccinations as set forth by state law.
- (l) It shall be unlawful for anyone to give away, sell or adopt any dog, cat, or rabbit under the age of eight weeks old without accompanying its mother.
- (m) It shall be unlawful for any person to give away any live animal as a prize or as an inducement to enter any contest, game or other competition.

(Ord. No. 3731, § 1, 4-28-09; Ord. No. 3795, § 2, 9-22-09; Ord. No. 4436, § 1b, 7-28-15)

Burke County Information

BURKE COUNTY

Excerpt from May 18, 2021 (Regular) Meeting Minutes

SCHEDULED PUBLIC HEARINGS

BOC - ORD. AMENDING CHAPTER 6, ANIMALS, BURKE CO. CODE OF ORDINANCES & PUBLIC HEARING - 6:00 PM

Information from the agenda packet:

In August of 2020, the Board adopted most of the Animal Advisory Board's revisions to Chapter 6, Animals, of the Burke County Code of Ordinances. The Board asked the AAB to seek additional public input, revise three (3) sections and report back in 90 days. Although the process took longer than anticipated and after many hours of meetings and public input, the AAB completed its mission and voted unanimously to approve the proposed ordinance revisions. The proposed ordinance was reviewed by the Chairman, Vice Chairman in consultation with the AAB executive committee, the County Manager, the County Attorney, the Animal Services Director, and the Clerk on April 6th. During this meeting, the County Attorney was asked to reword provision No. 6 of the breeding and transfer of ownership section. A public hearing on the draft ordinance is recommended for public transparency.

Ordinance Amending Chapter 6, Animals Burke County Code of Ordinances

New text is printed in **bold**. Text to be removed is printed in **bold** and contains a strikethrough mark.

ARTICLE I. – IN GENERAL

Section 6.1. – Definitions

Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; have enough shade to protect itself from any direct sunlight that is likely to cause overheating or discomfort; is properly lighted **to provide a minimum of 8 hours of light**; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; and, for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. **Bedding**

material should be clean and not pose a health risk. Premises and primary enclosure should be clean, free of debris and odor, and feces disposed of at least daily. Under this chapter, shelters whose wire, grid, or slat floors (i) permit the animals' feet to pass through the openings, (ii) sag under the animals' weight, or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter. For the purpose of this definition, the following do not constitute adequate shelter:

- (1) Underneath stoops, decks, and outside steps.
- (2) Inside or underneath vehicles.
- (3) Metal barrels.
- (4) Cardboard boxes.

Adequate space means sufficient space to allow each animal to (i) easily stand, sit, lie, turnabout, and make all other normal body movements in a comfortable, normal position for the animal and (ii) interact safely with other animals in the enclosure. **When an animal is tethered, adequate space means a tether that permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness configured so as to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; ~~and is at least three (3) times the length of the animal, as measured from the tip of its nose to the base of its tail,~~ is a minimum of 10 feet, except when the animal is being walked on a leash ~~or is attached by a tether to a lead line.~~ When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space.**

~~*Approved breeder* means any individual who has applied for and secured a breeder's permit from the Burke County Animal Services Department.~~

~~*Hobby breeder* is any person with knowledge of their specific breed(s) (i.e. health risks, canine obstetrics, genetics and will make informed decisions before considering a mating). A hobby breeder is one who breeds not more than once within a 12-month period while permitting consumers access to directly see the condition in which the dogs or cats are bred and raised, or can discuss with the breeder the conditions of the dogs or cats. A hobby breeder must obtain a Breeder's Permit from the Burke County Animal Services Department.~~

~~*Restraint.* An animal is under restraint within the meaning of this chapter if it is:~~

- ~~(1) — Controlled by means of a chain, leash, or other like device; (2) — On or within a vehicle being driven or parked; (3) — Within a secure enclosure; or (4) — Within the dwelling house of the owner.~~

***Restrained* means to provide a physical restraint such as a leash, tether, or similar effective and humane device to control the animal, or within a vehicle, or adequately contained by a fence on the premises or other secure enclosure as permitted in this Ordinance.**

***Restraint system* means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object that cannot be moved by the dog. This includes but is not limited to on or within a vehicle being driven or parked.**

~~Tethering means to restrain a dog outdoors by means of a rope, chain, wire or product manufactured for the purpose of tethering a dog, one end of which is fastened to the dog and the opposite end of which is connected to a stationary object or to a cable or trolley system. This does not include walking an animal with a handheld leash.~~

Tethering means the securing of an animal to an anchor point by a cable or chain to confine it to a desired area. There are two types of tethering: fixed or running.

Sec. 6-4. Animal abuse / cruelty.

No changes to Sections 1, 2 (a-m), 3 (numbering error), 4 (a-g), 5 (a-e), 6 and 7 (1 -2)

~~(4)~~ **(3)** The following acts or omissions shall constitute fighting or bating under this article:

~~(5)~~ **(4)** These provisions shall not apply to any person:

~~(6)~~ **(5)** Nothing in this section shall be construed to prohibit, impede, or otherwise interfere with recognized animal husbandry and training techniques or practices not otherwise specifically prohibited by law.

~~(7)~~ **(6)**

~~3. This section does not apply to the use of herding dogs engaged in the working of domesticated livestock for agricultural, entertainment, or sporting purposes.~~

This section does not apply to dogs actively engaged in shepherding or herding livestock; lawful dog activities such as hunting training as governed by the North Carolina Wildlife and Resources Commission, law enforcement training, veterinary treatment and or the pursuit of working or competing in these legal endeavors, or in meeting requirements of a recreational or camping area are exempt from this section.

First Offense: if, after discussing with the owner the circumstances regarding a possible tethering violation, Animal Services Enforcement determines there has been a violation, Animal Services Enforcement shall explain Burke County Animal Ordinance Sec. 6-12 Chaining / Tethering to the owner. Animal Services Enforcement will issue a warning, give the owner a list of rescue resources in the county who may be able to assist, and arrangements must be made for the dog to be untethered immediately. Failure to comply will result in the issuance of a second offense.

Second Offense: Animal Services may take possession of the animal for a period of up to 14 days and the owner in violation of the ordinance may be charged with a class 3 misdemeanor and a fine imposed up to \$500.00. During the holding period, the animal will be housed at the Burke County Animal Services Center at the owner's expense and accommodation must be made to secure the pet within the parameters of the chaining / tethering ordinance.

Sec. 6-10. Handling of stray or abandoned

animals. (No changes to sections a – c or e –

h.)

~~(d) Impoundment of such an animal shall not relieve the owner or keeper thereof from any penalty which may be imposed for violation of this chapter.~~

(d) Impoundment of such an animal shall not relieve the owner or keeper thereof from any penalty which may be imposed for violation of this chapter. Any person adopting an animal from Animal Services for the purpose of returning the animal to the owner will be subject to a civil citation equivalent to the outstanding citations. Any person that has adopted an animal from Burke County Animal Services and wishes to rehome said animal must notify Burke County Animal Services of the person who will be acquiring the animal. If the person acquiring the

animal has outstanding citations, they must pay all citations and fees before they can acquire the animal.

Sec. 6-11. Animal Advisory Board.

(a) Establishment and composition of the county animal advisory board. There is hereby created an animal advisory board to advise the county commissioners, county manager, and animal services director on matters related to the

organization and operation of the county Animal Services Center. The advisory board shall be composed of ~~seven~~**nine** members appointed by the board of commissioners. All members must reside at all times in the county. This board shall include one member, as defined by the listed parameters, for each of the following seats:

- (1) Member of a 501(c)3 animal rescue agency or foster agency.
- (2)) Veterinarian (practicing or retired).
- (3) Board of health member or designee, excluding health director.
- (4) At large (pet owner).
- (5) Law enforcement officer, excluding animal control officers.
- (6) Member of a 501(c)3 animal rescue agency or foster agency.
- (7) At large (pet owner).

(8) Community Ambassador Program Representative

(9) At large (large animal owner)

(No changes to b – p.)

Sec. 6-12. - Chaining and Tethering.

Except as provided in this section, it shall be unlawful for any person owning or keeping a dog to leave a dog restrained to a stationary object for a period of time or under conditions that are harmful or potentially harmful to the animal.

At no time may a dog remain on an uninhabited property such as a vacant lot or a lot without an occupied domicile.

Any dog less than four (4) months old shall not be tethered.

Under no circumstances shall an unaltered female dog be tethered without direct supervision by the owner or attendant or must be secured in a secondary enclosure.

Only one dog shall be attached to a tether at one

time. The minimum length of the tether shall be ten

(10) feet.

The tether line shall weigh no more than five percent (5%) of the dog's body weight and be made of a substance which cannot be damaged by the dog.

The tether must be attached to the dog with an appropriate harness or buckle-style collar properly fitted with room enough for two (2) fingers to fit between the collar and the dog.

The use of pinch, weighted, or choke collars is prohibited when tethered.

Tethering shall be used for no longer than fourteen (14) consecutive hours within a 24-hour period after such time the dog must be released from the restraint to engage in supervised exercise and socialization.

The restraint system shall maintain the dog's freedom of movement and freedom from entanglement, and it shall allow access to food, water, shelter, and shade.

The restraint system shall be affixed to a stationary object which does not permit the dog to travel within five (5) feet of any property line and housed or restrained no closer than 15 feet from a public street, road, sidewalk, or right-of-way, such circumstances constitute a public nuisance. If the animal is on the street, road, sidewalk, or right of way, the Animal Services Enforcement Officer shall issue a notice to the owner directing the owner to move the animal. If the animal is found on a public street, road, sidewalk, or right of way and the owner is not at home or refuses to remove the animal from the street, road, sidewalk, or right of way, the animal may be seized and impounded.

If tethered to a pulley or zip line, the stationary cable that the pulley runs on must be at least ten (10) feet in length, anchored on each end to a stationary object which cannot be moved by the dog, and include stops on each end to prevent the animal from becoming wrapped around the stationary object.

The restraint system shall be situated at least five (5) feet away from any fence to prevent strangulation.

The line attached to the restraint system must allow the dog to move perpendicularly at least ten (10) feet from the stationary cable.

A swivel of proper size and durability shall connect the tether to the pulley or zip line to prevent entanglement.

The clamps attaching the tether to the dog's harness must be of proper size and durability.

In cases where deemed necessary for public safety, written exemptions may be made by the Animal Services Director's discretion for other restraint methods but only after opportunities to verify those methods are needed and that they serve the purpose and intent of this section.

ARTICLE III. – IMPOUNDMENT

Sec. 6-73. – Reclamation by

owner. (No changes to sections

a – c.)

d) Any animal found off the owner's property, at large, will be issued a warning by Burke County Animal Services. Following this warning, the owner of a non-spayed or unneutered dog or cat shall be subject to an unaltered impounded animal fine in addition to any other fees or fines imposed by this title or State law. All subsequent violations will result in an additional, graduated unaltered animal fine. The unaltered impounded animal fines shall be set by the Board of Commissioners. For this section, "impounded" shall mean any animal that is impounded in violation of Sec. 6-10.

Effective date: This section shall be in effect as of July 1, 2021.

Sec. 6-79. - Breeding and Transfer of Ownership.

Any person who breeds and transfers ownership is subject to the standards of care as defined in this Chapter, should receive a copy of the Burke County Animal Ordinance, and adhere to the following:

Breeding

- 1) Only breeds cats and dogs in sound reproductive health; have a screening program in place to test animals for known inheritable diseases or potentially disabling health defects.
- 2) A health record, including routine and preventative care, must be provided for all cats and dogs. This shall include internal and external parasite control, age-appropriate vaccinations, and regular grooming to ensure the health and comfort of the cat or dog.
- 3) Should be provided with daily positive human contact and socialization.

- 4) Should have its overall health and behavior assessed daily. Any deviation in health condition must be addressed expeditiously and appropriately.
- 5) When euthanasia is necessary, it must always be performed humanely as defined by NC General Statute, §19A-23 (9).
- 6) An emergency preparedness plan for owned and bred cats and/or dogs maintained therein should be established and up to date.

Transfer

- (1) Prior to the transfer of ownership, a screening tool shall be used to ensure consumer will meet standards of care as defined by this Chapter.
- (2) Each animal shall have an original health certificate completed by a veterinarian.
- (3) No person, retailer, or dealer shall transfer ownership of any dog or cat that is less than eight weeks old.
- (4) A purchase contract that follows the NC Consumer Protection Laws, NC General Statute 75-4 (Contracts to be in writing.) should be agreed upon and signed by both the buyer and seller. This contract shall include a return to breeder clause in the event the buyer is unable to keep the cat or dog.
- (5) The consumer shall receive a copy of the health record and an original health certificate.
- (6) Any individual assuming ownership of an animal may decline to view the breeder's premises and/or one or both parents of the puppy/kitten and agrees to meet off-site. This must be documented in writing on the purchase contract and the seller must notify Burke County Animal Services of the off-site transfer. Any other transfer of ownership is strictly prohibited.
- (7) All records must be retained for one (1) year after the transfer date.
- (8) Failure to comply with this section will result in a 1st time warning. For subsequent offenses, the owner will be subject to civil penalties as outlined in the Burke County Ordinance, Article V, Remedies, Section 6-131. If there is failure to come into compliance after three (3) violations of a similar nature within a

12-month period, then all unaltered pets may be required, at the discretion of Burke County Animal Services, to be spayed or neutered at the expense of the owner/ breeder.

Sec. 6-80. – Community Breeder Ambassador Program

(a) Breeders within the county can apply with Animal Services to join the Breeder Ambassador Program. Applicants will be notified once their application has been reviewed and an on-site inspection by an Animal Services' staff member will be performed.

(b) Inspections will be conducted based on the breeding standards of care listed in Section 6-2. An approval or disapproval with deficiencies will be issued. If a disapproval is issued, then the applicant may re-apply after three (3) months. If approved, breeders will be subject to annual inspection by Animal Services to keep their approval status.

(c) If a valid complaint is received and investigated by Animal Enforcement and found to be true, the breeder may be revoked of their

ambassador title. Breeders may re-apply after three (3) months if the deficiency has been brought into compliance.

(d) Ambassadors will be brought in as community educators on good breeding practices as well as consulting Enforcement Officers on breeding related investigations.

(e) Only Community Breeder Ambassadors are eligible to serve on the Burke County Animal Advisory Board.

Article V.

REMEDIES

Section 6-131. – General enforcement, order or other relief.

(a) Civil penalties. Any person, firm or corporation violating any of the provision of this chapter shall be subject to the imposition by citation of a civil penalty for each such violation which shall be paid in full within ten days of the service of the citation by a representative of the County Animal Services Department or any law enforcement officer in accordance with G.S. 153A-123. If the offender does not pay the penalty within ten days, the county may recover said penalty plus court costs in a civil action in the nature of debt. Failure to correct the violation within the ten-day period will result in an additional penalty of \$50.00 per violation per day until the violation is corrected. All civil ~~fees~~ **penalties** are subject to associated legal fees in the collection of delinquent ~~fees~~ **penalties**.

No changes to sections 1 – 5.

(6) Violation of the county ordinance for animal cruelty is subject to a first offense ~~fine~~ **penalty** of \$500.00 and a second offense ~~fine~~ **penalty** of \$1,000 if the second offense occurs within one year of the first offense.
No changes to sections 7 – 10 or b – d.

Chairman Brittain expressed his appreciation for being able to have a large crowd in the Board Room and reminded attendees who have not been vaccinated against COVID-19 that they are compelled to wear a mask. He then called upon Debbie Hawkins, Chair of the Animal Advisory Board (AAB), and thanked them for the work they have done on this ordinance.

Debbie Hawkins, AAB Chair, read the following statement:

I am Debbie Hawkins, chair of the Burke County Animal Advisory Board, which is appointed by the County Commissioners to advise you on what is best practice regarding the care of animals in our County. As stipulated in our County Ordinance, this board is comprised of law enforcement, a licensed veterinarian, pet owners, and non-profit rescue representatives, with consultants from Burke County Public Health and Burke County Animal Services.

Our mission statement includes advocating for the humane treatment of companion animals, promoting and protecting the health, safety and welfare of the companion animals and advising you on improvements to the Animal Ordinance.

This evening you are re-reviewing sections to the Animal Ordinance addressing chaining / tethering and breeding and transferring. When we presented the original ordinance revisions in August of 2020, which were based on best practice, a few individuals voiced concerns about a couple of the sections. You, as County Commissioners, asked the Advisory Board to review these sections, seek input from the public, reach a compromise, and resubmit to you. Over the past 9 months, the Advisory Board met with individuals, including kennel owners and individuals who stated they belong to the American Kennel Club, the American Dog Breeders Association, and the North Carolina Sporting Dog Association.

Our review included standards and position statements from the AKC and the ADBA. Both organizations have conditions for breeding, chaining & tethering and responsible pet ownership. Recommendations contained in our proposed revisions come from their standards. The people attending our meetings voiced repeatedly how changes we made to these sections were “point on” and congruent with their breed club standards and practices. In fact, many of the practice standards from the breed clubs are much stricter than the revisions we have submitted.

The Breeding and Transfer amendment to the ordinance does not eliminate the breeding of dogs and cats, nor does it target responsible individuals who

already adhere to proper breeding standards. The intent of this section is to protect litters being born and then transferred to a new owner.

Our current Animal Ordinance does 'not require an owner to have puppies and kittens from their dog or cat's litter receive any vaccines or worming prior to being sold or given away.

Puppies and kittens end up at vet offices with compromised health, sick from parvo, distemper, rhinotracheitis, upper respiratory infections, and a variety of worms. All of these are avoidable with core vaccines and preventative care. These health issues are the results of irresponsible or ignorant breeding practices and a lack of standards for the breeding and transferring of ownership of litters. These health risks are serious enough and warranted the establishment of specific conditions for the breeding and transferring of ownership for litters. Over the past 9 months during our public meetings, several individuals who breed attended. During these meetings, our initial recommendations were reviewed.

- The section initially included a breeder permit. Those in attendance opposed this, stating they already belonged to a breed club and did not see the need for an additional permit. We deleted the breeder permit.
- The section recommended a licensed veterinarian administer the vaccines and testing for puppies and kittens. This would have required a payment to a veterinarian for tests and core vaccines given at 6-8 weeks old. The individuals who breed that were in attendance opposed this stating they give their own vaccines. There was concern on behalf of the Advisory Board that not all Burke County citizens know how to properly administer and store vaccines, nor understand that vaccines purchased from a non-vet are necessarily stored in a way to ensure viability. However, we agreed to delete this.
- The Animal Advisory Board then recommended a list of specific vaccines / immunizations for puppies / kittens. Those attending opposed, stating they did not need a list, and did not want to be told what vaccines to give. We deleted the list.
- This section initially recommended waiting a year between breeding a female for the health of the female. The breeders opposed this, so we deleted it.
- Registering litters with Animal Services was included in the initial draft – to assist with keeping track of litters being born and transferred. The individuals who breed opposed this stating it was cumbersome, so this was also deleted.
- The Advisory Board's initial draft included recommending a buyer visit the home to see the mother dog / cat and see where the puppies / kittens were raised / housed. Some breeders indicated this was already their

standard practice while some opposed saying due to COVID-19 they did not want people coming to their home. After much discussion, we compromised by including a statement that if the purchaser / new owner declined to view the mother and the environment in the written contract, this would be acceptable.

- The section included a warrantee of health, later changed to a health certificate, provided by a licensed veterinarian. This allows for the review of the vaccinations given with the veterinarian signifying in writing that the puppy or kitten has received the core vaccines and that by physical examination is in good health. Some individuals who breed supported this, stating they already follow this practice. Some opposed it.
- The seriousness of a puppy or kitten entering a new home with diseases such as parvo, distemper or upper respiratory infections can cause life-threatening results. The Advisory Board agreed the health certificate is critical in the transfer of ownership of puppies / kittens.
- The AKC and the ADBA both list the health certificate as a standard of practice for anyone who breeds and transfers ownership.
- It is the only guarantee that the puppy or kitten you are bringing into your home is not sick and is not vulnerable to disease. It is the only document you have as a new pet owner that, coupled with the purchase contract, protects you as a consumer. This is the one original recommendation we made that remains intact.

This ordinance section will help improve the overall health and safety of each puppy or kitten. Transferring ownership of puppies or kittens that have not been vaccinated is an unnecessary health risk.

The Animal Advisory Board also made several changes to the Chaining / Tethering section after hearing from the individuals who attended our meetings over the past 9 months.

- We eliminated the recommendation for supervised chaining / tethering at all times.
- We changed the length of the tether from 15 feet to 10 feet.
- We deleted the timeframe in which a dog could not be tethered (from 10 p.m. until 6 a.m.) and instead listed a maximum time allowed of up to 14 hours on the chain before getting a break.

The chaining / tethering amendment does NOT eliminate chaining and tethering. It does NOT prohibit the use of dogs for herding or hunting.

It does prevent the ongoing issue in our County of chaining and tethering a dog for 24 hours a day, 7 days a week with no time off the chain. We began at recommending up to 10 hours on a chain but in order to reach a middle ground with those in attendance at our meetings, raised the maximum time to 14 hours. This allowance is 4 x's longer than other NC counties. There must be the proper application of tethering a dog, with time off the chain for socialization, human interaction, and to help prevent aggression.

Approving all these ordinance recommendations will help prevent the issues of unvaccinated, unhealthy litters entering new homes, and the improper chaining and tethering of dogs. Approval of these ordinance recommendations will allow Animal Services to educate individuals on what it means to be a responsible pet owner and to have the means to enforce what is best for the safety and health of the animals.

The recommended amendment sections are not directed at any one person or group. We said this in every meeting. The chaining / tethering, the breeding and transfer of ownership – all of the ordinance recommendations are to address each and every one of us who has a dog or cat in Burke County. It's for everyone who is not familiar with best practices for breeding and transferring ownership of the litter, or for the appropriate means to tether a dog. And as a reminder – the entire animal ordinance is complaint driven and based on educating those individuals on what is best practice and specified in the ordinance. Before one can educate someone on what is best practice, you must put it in writing. But education alone without accountability offers no motivation to improve.

Now, some will say these ordinances are government overreach! I find this puzzling since this statement is coming from the very people who attended our meetings and who had input into these revisions.

It is not overreach when you are establishing standards of care for animals whose only protections are those we give them to keep them safe, healthy, free

from harm, provide access to daily exercise, and veterinary care when needed. It should not matter whether you paid \$500 for a dog or cat or found it on the street. No animal should be put in a situation that can cause injury, pain, or suffering. The value of a life cannot be measured in dollars.

The ordinance revisions ARE provisions for the basic care of dogs and cats to help improve their health and to guide pet owners on basic care. They are basic protection from neglect, disease, and exploitation. Basic in the sense that the Advisory Board compromised on most of our recommendations that were initially made in 2020.

The Animal Advisory Board hopes that you support these ordinance amendments as written and help protect the health and safety of the animals

in Burke County. This is your opportunity to move our County towards improving their health and encouraging responsible pet ownership.

At 6:23 p.m., Chairman Brittain opened the floor for public comments. The Public Hearing Notice was published in THE NEWS HERALD on May 6, 2021 and posted to the County's website, www.burkenc.org, on May 6, 2021. Chairman Brittain said the Board has received a number of calls, emails, and other forms of communication, both in favor and against the proposed ordinance. He said he wanted to let everyone know it is not possible for the Board to read all of those emails in public, but he wanted to assure everyone that they have received, heard, read, and listened to the public, which they are going to do now during public comments. There were several people who signed up to address the Board.

Denise Smith read the following statement: Dear County Commissioners,

I am writing to you today against the proposal for the Animal Ordinance. I have lived in this County since I was 13, I chose to stay and raise my daughter here. I love this town and this County. I am very troubled by the lack of connection between an Animal Advisory Board that was created to address an Ordinance that was just revised and passed in 2018 - I was there. I have come to every meeting they have had since you have allowed public input, and I thank you very much for the opportunity. However, I must tell you...this Board while well meaning, is very one sided toward Shelter and Rescue - and while that side is important, it is NOT the WHOLE of your constituents. You have a wealth of canine, equine, and bovine folks in this County. They do not have a voice here, and that is wrong. Animal Husbandry knowledge is imperative to have on this Board, and it cannot be one single person, or only two. Discrimination as far as requiring a Breeder to be part of a Breeder Ambassador Program that requires this person to submit to yearly inspections is outrageous when NOT A SINGLE OTHER Board member is required to submit to such. It is inappropriate and I believe made to be so to keep this seat vacant. As there are many knowledgeable breeders and hunters that have not shown up because they have seen retribution under the previous management of the Shelter. I myself spent 3 months (without a complaint on me), dealing with harassment from them, and still to this day have discrimination on my Tax Card that is public. One of your Assessors came out, my dogs barked and she put "Beware of Pit Bulls" on my Tx Card, when I called Danny Isenhour asking for it to be removed...because this is PUBLIC and could cause thieves to come and try to steal my animals, he removed Pit Bulls and inserted Dogs! I also ask for removal (we have asked continually for this to be removed), Section 6-79, Breeding and Transfer of Ownership. This section is intrusive to any Breeder. The language is very vague and open to interpretation in so many places, and too detailed in others. Most breeders and Hunters have both verbal and written contracts, this section intrudes on a contract between a breeder and potential owner. Making it mandatory for a potential owner to come to a breeder's house can

be and has been dangerous to both people and pets in this day and age. Every week there is a new story of a stolen pet, there are breeders who have been attacked and even killed in their own homes! Potential owners could bring any number of deadly diseases to a breeders home, and then to ask the Animal Shelter to police this when their hours of operation are limited is a bit ridiculous. Because of Covid vet clinics are still not open, and therefore some are not accepting new clientele. Most breeders require the new owners to take their new puppy or kitten to the vet within 3 days for assessment from a veterinarian and for the new owners to begin a relationship with a vet clinic, as we feel this is very important. Many vets argue that vaccinations cannot be trusted when given by breeders, this is so far from the truth! We order from companies that overnight vaccines, we send them back for another delivery if they are not cold...How do you know absolutely that only because a vet gives a vaccine that your puppy is now immune from Parvo? It is NOT. I, along with others have spent a lot of time and energy on meeting with the AAB. There were at least 3 Zooms that "technical difficulties" prevented folks from speaking, when asked these Zooms were not available to re-watch. The meeting minutes while available are very vague. Sometimes we were asked other questions and sometimes told to hush. There are many inconsistencies in this proposal, many instances of overreach (which I know you were told you would hear), there are also MANY flaws - your Exotics section is an utter mess, it lists the same species multiple times, and if you read it PetSmart should not be selling parakeets, Guinea pigs, or tropical fish. We had to point out that the 1st rendition of the tethering section only allowed for a cable/trolley system, which we also pointed out could be troublesome for the elderly and or handicapped who might then choose to let the animals loose or use a leash and they could get hurt. Be careful with your limitations, you not only deprive your people, but can be depriving animals a good home. Please, do a Google search of Rescues near me...there are way more than 10 (which I stopped counting after), shelters and rescues within a 50-mile radius. In the past several weeks the Animal Shelter has only had 2 to 4 animals for adoption. We ALL agree that abuse and neglect are wrong. #1 on the agenda should be EDUCATION. Education for all. Educate proper tethering, proper care, proper kennels...instead of villainizing and making criminals of your taxpayers. Continue to offer low cost spay/neuter, make it one better and provide a low-cost clinic. This Ordinance has easily become very emotion driven, I love my animals - never doubt that. But there is a disturbing trend of humanizing animals, this does them a great disservice. Humanizing a dog only causes more issues, they are canines and will act as such - thus why many wind up at shelters, as folks have unrealistic expectations (101 Dalmatians, Lady & the Tramp, Wishbone etc.). I ask you to consider the inequity of how this Ordinance has been written. An Animal Ordinance should provide education to your public, as well as prevent neglect and abuse, and address it when found. I duly appreciate your time and consideration. If you would like to discuss any of my points any further I can be reached at 828-448-2247.

Keith Loudermilt said he is the President of the NC Sporting Dog Association and is here tonight to represent their Burke County members. He said the AAB began this process to severely limit dog and cat breeding in the County. Mr. Loudermilt said there are exemptions for non-profit rescue shelters which protects some of the AAB members. He said if passed, the County will be treating breeders as a large commercial operation, noting that Animal Services already has the tools needed to address the issue of careless animal owners. Mr. Loudermilt said their attorney provided 12 pages of existing NC animal laws which went unacknowledged by the AAB. He said the breeding and transfer section that is being proposed was done behind closed doors and was different than what they were originally told. He said if this is passed, the County will be making criminals of some law-abiding citizens, and the County is trying to address a problem they do not have. He said while Ms. Hawkins has repeatedly said the proposed ordinance is complaint driven, neighbors will report their fellow neighbors and act as watch dogs for the Animal Services Department. Mr. Loudermilt said Burke County is a conservative county and this is a radical left-wing proposal and if passed, this would set a precedent for animal extremists in other counties. He said his association is confident that this would not make case law when tested in court and encouraged the Board to consider the impact this ordinance would have on the ethical breeders in Burke County. He requested that the Board not approve this ordinance as written and to send it back to a new committee comprised of hunters, breeders, pet shop owners, and other constituent stakeholders with animal husbandry experience.

Brice McGlamery said he has lived in Burke County since 1967 and is a hunter who raises Beagles. He said according to the proposed ordinance he would be in jail for the way he raises his dogs. He said there are no hunters or sportsmen on the AAB and this group is trying to control what they do not need to control. Mr. McGlamery said he raises and sells dogs which he takes good care of by following American Kennel Club (AKC) standards. He said this proposed ordinance is trying to intrude on decent people and will not stop loose animals from running around and will only put a hardship of people trying to do something right. He reiterated that he takes care of his animals and said he would need at least \$1,500 from selling a puppy to recuperate his vet expenses. He said he is not in any way in support of mistreating animals noting if someone cannot afford one, they do not need one. Mr. McGlamery said he is not in favor of more laws imposing on his property.

Eddie Zimmerman thanked Commissioner Taylor for being the only Commissioner to acknowledge the receipt of the materials he sent to the Board. He said he has bred dogs his entire life. Mr. Zimmerman said the proposed ordinance is an overreach of laws and noted they have added more to the ordinance instead of listening to them. He said he and others have suggested including a breeder on the AAB and they were told that in order to be on the AAB, their kennels would need to be inspected every three (3) months. Mr. Zimmerman said the veterinarian on the AAB agreed with the breeders regarding a buyer's contract / health certificate, but the other AAB members went over her head. Mr. Zimmerman reiterated that the proposed ordinance is an overreach of government.

Wade Vance said he opposes the proposed ordinance and said he and his wife own a lot of dogs and spend a lot of money on vet bills. He said he gets his medicine from Tractor Supply and has never had a problem with vaccines for his animals nor received a complaint.
Mr. Vance

said he takes good care of his animals and does not need someone telling him to take his dogs to the vet.

Lela Duke read the following statement:

Hello and thank you for this opportunity to speak to you tonight. My name is Lela Duke and I'm speaking as a concerned citizen in support of the proposed animal ordinance. This ordinance provides at least the minimum standards of care for best practice as established by organizations such as the American Kennel Club and the Humane Society of America. For example, in the section on chaining and tethering, the ordinance does not state that tethering or chaining of dogs be eliminated, it states that an animal may only be tethered continuously for 14 hours, and this still seems excessive to me personally but it is at least a place to start. This would allow the dog some time for critical interaction with people or other animals, time for exercise, and allow it to explore other environments outside of its limited parameters. I feel particularly strongly about the issue of chaining/tethering because during the times that I have volunteered with Burke County Animal Services, I have seen firsthand many of the negative consequences that have occurred as a result of this. Chaining a dog in virtual isolation with little to no opportunity to interact with other people and animals results in abnormal behaviors such as increased anxiety, increased neurotic behavior and increased aggression towards people and other animals. The longer they are tethered, the more aggressive they become. One of the most unfortunate consequences of this behavior is other dogs or humans being attacked. Tragically, it is often children who innocently wander into the dog's territory who are the victims of these attacks. Female dogs who are left tethered while in heat are unable to escape male dogs, resulting in more unwanted litters of puppies who are so often surrendered at Animal Services or worse, left in a box on the side of the road. I have seen firsthand many dogs who were surrendered to Animal Services by their owners who had lived their lives on chains. These dogs are very difficult to approach due to their developed aggressive behavior to other dogs or to people, or they are terrified of everything and everyone making them extremely difficult to be handled. This makes them poor candidates for adoption, which means extended stays at a shelter. It often takes weeks or months of training by a behavior specialist to undo the negative behaviors which have developed as a result of the tethering. All of these negative consequences result in increased costs to Animal Services and thus to the tax paying citizen. The ordinance gives those in the community who must deal with these situations, a way to not only to protect the animals but to educate the public on the dangers of tethering and how these dangers can be alleviated or lessened. This ordinance gives us the teeth to be able to enforce minimum standards of care for animals as well as a guideline to educate the public on this subject as well as many others. It is my hope that Burke County will show its willingness to humanely care for the animals who depend on us by adopting the proposed animal ordinance so that we will not see an animal brought in whose teeth are worn down to nubs from trying to chew off its chain, who

has a chain or collar embedded in its neck from being restrained in an improper way, or who has suffered horrific injuries while unable to flee to escape its attacker. And no animal will be euthanized because it was deemed too aggressive or otherwise unadaptable. Let's not pay this price. Thank you.

Evelyn Alderson said she is the treasurer for Hearts and Hands for Animals and their organization helps the community with vet bills, spaying and neutering, pet food, and they partner with area rescues. She then reviewed the ways in which her organization helps the animal community as well as Animal Services. Regarding the proposed ordinance, she said she is not anti-breeder and even received a dog from a high-quality breeder. However, Ms. Alderson said, she is against the irresponsible pet owners who refuses to spay / neuter their pets and flood the County with unwanted litters. She said the proposed measures will help place the responsibility back on the pet owner and lighten the burden placed on rescues, Animal Services, and the general public. Ms. Alderson then provided an example of her friend receiving a puppy who was removed from its mother too young and later had health problems. She said if there was a vet certified health certificate, and an eight (8) week old restriction, it could have prevented suffering from both the animal and the owner. She also provided a story of her dog Gracie, who lived most of her life on a chain and the negative results that occurred due to being chained and neglected by her prior owners.

Sarah Carson said she moved to Burke County last year and chose Burke County because she liked the animal laws here. Being a dog breeder, she said she attended all but two (2) AAB meetings because she was in the process of moving from New York to Burke County. Ms. Carson said if the Board passes the proposed ordinance, they will be unknowingly going to war with the dog breeders / hunters of Burke County, will be taking money away from local businesses that serve animal breeders / owners, and will be trampling on the state given rights of every animal owner in Burke County. Ms. Carson said there are good standing animal welfare laws in the County which simply need to be better enforced, noting that education would be a good place to start. She said dogs and cats are their owner's personal property under NC law. Ms. Carson said the proposed ordinance is not about animal welfare, it is about advancing political animal rights agendas and ideas from rescue individuals with invasive tactics. For many months, Ms. Carson said, they have tried to voice their opinions just to have what they say twisted and split into this agenda. She said they have been blindsided and kept in the dark moments before meetings, so they were unable to be fully prepared and had their voices restricted during ZOOM meetings. She further stated that members of the AAB have no real breeding experience and their agendas mimic animal activist groups. She said Burke County is a conservative county and questioned why the Board is advancing liberal agendas and said citizens deserve better from their leading officials. Ms. Carson stated that half of Burke County does not know what is in the proposed ordinance which is due to COVID-19 restrictions and restraints, noting that there has been no education to the public. She said the AAB calls the citizens of Burke County ignorant when it comes to animals and questioned why they are being made into criminals. She said if the ordinance is passed, her dog showing / breeding career will be over.

Patti Selm read the following statement:

Hello and thank you for allowing me to speak to you today. My name is Patti Selm and I have been a resident of Burke County for 38 years. When I moved to Burke County, I immediately noticed problems with the treatment of animals, specifically dogs and cats. Some positive changes started taking place about 18 years ago, but the change has been extremely slow and inadequate. If you drive around Burke County, you can readily observe the lack of concern for the welfare of animals as they are allowed to run loose, putting themselves in harm's way as well as endangering people and their animals; they are unvaccinated, spreading disease; they are not spayed or neutered, creating more and more unwanted litters of dogs and cats, adding to the over-population we have witnessed for years; or they are tethered in such a manner as to put their lives at risk and make for a miserable life. Just last Christmas my husband and I fostered a dog that had been attacked by other dogs while chained outside. He was provided no medical attention until Animal Services stepped in to rescue him and get him treated. It was pretty horrific and looked like the other dogs tried to tear his ears off. We provided 24/7 care for him, tending to his many open and oozing wounds as well as a broken foot. He accepted the care very well and was quite docile. It took months for his wounds and foot to heal. His other wounds are of a longer lasting, psychological nature. He has severe separation anxiety and will not tolerate other dogs. He requires some long-term training to have a decent life and learn to be separate from people at all, whom he surprisingly trusts, as well as learn that he will not be attacked by all dogs. As a result of being chained outside with no veterinary care, he also has heartworms. If he had not been chained out in the open where roaming dogs could get at him and if "his people" had been responsible enough to seek veterinary medical attention for him, he would not be suffering from the many issues he has today. He is just one example in Burke County. There are many, many, many others. Basic veterinary care, vaccines, flea, tick and heartworm preventative and spay/neuter are all needed in order to create an adequate life for the dogs and cats in Burke County. As the citizens who are responsible for the animals here, we are obligated to provide this basic care which will in turn create a different culture and attitude towards animals, reduce over-population, provide good homes with a future of good health and safety for the dogs and cats in our care. These ordinance changes are minimal and are a very important step in getting Burke County's animal population under control as well as improving the lives of the animals of Burke County. Please be sure to act with the welfare of the dogs and cats of BC in mind, rather than any other issues that threaten to pull attention away from the purpose of the ordinance.

Lori Rice read the following statement:

First of all, I want to thank everyone for the effort and the time that they have spent on these proposals, and for accepting input from the community. Once there was a man who would go to the ocean to write. One day, he was walking along the shore. As he looked down the beach, he saw someone moving like a beautiful dancer. As he got closer, he saw that it

was a young man who wasn't dancing, but instead was reaching down to the shore, picking up something and very gently throwing it into the ocean. As he got closer, he called out, "Good morning! What are you doing?" The young man paused, looked up and replied, "Throwing starfish in the ocean." "The man asked, why are you throwing starfish in the ocean?" "The sun is up, and the tide is going out. If I don't throw them in, they'll die." "But, young man, don't you realize that there are miles and miles of beach with countless starfish? You can't possibly make a difference!" The young man listened politely. Then bent down, picked up another starfish and threw it past the breaking waves and said - "It made a difference for that one." I suppose we've all heard some version of that story. It is my - our - own story that we live by every day. These animals, they are our starfish. At times, the sheer magnitude can be overwhelming. Abandonment, accidental litters, overwhelmed dog owners who didn't realize what breed they were buying, sick puppies fighting for their lives with Parvo or hookworms because they and the mother haven't had preventative care. Kittens with distemper, respiratory disease, or becoming the next meal for wildlife or the roadkill you pass by every day. And I'd like to insert that this is still happening. Despite the lowered shelter numbers, these instances are still happening every day. Some we are helpless to save, like the dogs who are chained, constantly entangled without access to water or shelter... dying on the end of their chains. I've seen it happen. No one can help them according to the current laws. But what if we could stop the tide from bringing these "starfish" to their suffering and death? That's what these revisions to chapter 6 seek to do - fix the problem at the core. In no way is anyone here in support of hurting responsible owners, responsible breeders, or their animals. I believe all of us here want to do the right thing, and we all believe in treating animals with compassion. Suffering is not the answer. Euthanasia is not the answer. PREVENTION is the answer. These revisions, if adopted, will provide the tools needed to promote responsible ownership and education, and responsible care of the animals in our community.

Gwen Hood said she is the President of A Better Life Animal Rescue (ABLAR) and a member of the Burke County Animal Welfare Alliance. Ms. Hood said ABLAR has served Burke and surrounding counties for 11 years. She requested that the Board approve the requested revisions to the animal ordinance and noted the revisions will make a difference in preventing continuing existing problems and improve the quality of life for animals in Burke County. Ms. Hood said protection, prevention, and quality of life, are the focal points of the ordinance revisions. She then recounted how ABLAR rescued litters that were in poor condition / health and the associated vet bills that ABLAR incurred. She noted that rescues are doing all they can but cannot cover all of the needs in the County which is why it is important to pass the proposed ordinance. Ms. Hood then told a story of a dog, Bella, who lived 24/7 on a chain, without shelter and her associated health problems that ABLAR rescued.

Jennifer Reece said she has followed these proceedings for years remaining hopeful that the County would pass an ordinance to improve the conditions for domesticated animals. The proposed amendments are straight from the AKC and ADBA standards. She said this

is not about people except they are the ones that choose to bring pets into their homes, choose to breed them, how they are contained, their health care, and how animals interpret the world by the relationships people share with them. Ms. Reece said people do not always make good choices and therefore rules / guidelines are necessary. She then recounted a story of how her family purchased a puppy from an AKC breeder without seeing the living conditions of the puppy or the parents, and how eight (8) years later, the same breeder was charged and convicted with animal cruelty, abuse, and neglect. She displayed a heavy logging chain and then gave examples of animals who had to live on heavy chains and because there are no ordinances, nothing could be done to help them. Ms. Reece requested the Board to put these guidelines in place.

With there being no other public comments, Chairman Brittain closed this portion of the meeting. He thanked everyone for being at the meeting to speak on this matter and opened the floor for questions and comments from the Board.

Commissioner Taylor said he googled how many times are dogs referred to in the Bible, noting that they are mentioned 41 times, 32 times in the Old Testament and nine (9) times in the New Testament. He said Jesus declared that mankind was created above all other created life, a dog or any other creation, is not human. He then quoted Matthew 7:6., 15:26, and 7:27. He said it could be argued that when you make an animal a pet, their natural birthright is changed which is to be and to do what God created them to be. Commissioner Taylor said since we make pets and service animals from a variety of animals, we must have reasonable ordinances to ensure reasonable and safe treatment. He said he took the communications he received into categories: for, against, and for with changes. When the "against" and the "for with changes" categories are added together, it is about a 50/50 split. Commissioner Taylor said it is not about the dogs or the Board to him, it is about the citizens of Burke County, noting that they are who the Commissioners work for. He said he would place himself in the "for with changes" category, noting that 80 percent of the ordinance is good, but the remaining 20 percent is breaking his heart. He said 50/50 is not good enough for him and if it cannot be brought up to 75-80 percent, then the Board is not doing their job. Commissioner Taylor said the County did not do a good job advertising or explaining to the citizens what is going on with animal control. He said everything that he said has nothing to do with what the AAB has done and noted that the Board can do better than 50/50. He said some portions of the proposed ordinance are too aggressive and does not help anything and it will create more problems with the 20 percent of the ordinance that needs work. After comments about his Beagles, Commissioner Taylor recommended that the Board of Commissioners have a joint meeting with the AAB. Commissioner Abele questioned why the "opposing side" was not involved in the process of rewriting the ordinance. Chairman Brittain said he believes that some of the breeders attended the AAB meetings, but they are not represented on the AAB. Commissioner Carswell said a few years ago, he gave some people an impossible task when the AAB was established to revise the animal ordinance knowing it would be difficult because there are two (2) sides to this issue. He said looking back, Burke County was a killing machine and killed dogs and cats at a high rate. He noted he grew up with some of the people in the audience and said he did not want it to be the breeders versus the AAB, but that is what happened this evening, which was not his goal. Commissioner Carswell mentioned loving his own dog, Jasper, and said it was not the intention of the Board to hurt breeders. He said when the Commissioners try to decide how to move forward, they must move forward with something, and he wants

to make sure the animals are cared for. He advised that he is not a breeder and reiterated that the Board did not intend for this to be a contentious issue between breeders and the AAB. Commissioner Carswell said he wished some people would have gotten in touch with him sooner and noted that the Animal Services Department has done a great job in reducing euthanasia rates. He said changes can always be made and it takes a starting point. He thanked everyone for being present tonight and allowing him to speak, and he thanked Ms. Hawkins and the AAB for their work. He said the process does not stop tonight; it can get better if everyone will allow them the opportunity to do that. Vice Chairman Mulwee echoed Commissioner Carswell's comments and said it is a tough decision and people can get passionate. He said this is a living document and the Board has been willing to make continual changes. Vice Chairman Mulwee said if the proposed ordinance is passed, it can be changed. Commissioner Abele reiterated his question of why the "opposing side" was not included in the conversations / meetings. Chairman Brittain suggested adopting sections 6-12, chaining and tethering, and after conferring with the County Attorney, suggested changing the makeup of the AAB at a separate meeting to include a local breeder, noting there are currently two (2) rescue/foster seats on the AAB. Chairman Brittain opened the floor for a motion. Commissioner Taylor said the Board can and should do better than 50/50 before moving forward with the ordinance.

Motion: To accept/adopt section 6-12 of Ord. No. 2021-04 as presented.

RESULT: APPROVED [4-1]

MOVER: Johnnie W. Carswell, Commissioner

AYES: Jeffrey C. Brittain, Scott Mulwee, Wayne F. Abele, Sr. and Johnnie W. Carswell

NAYS: Maynard M. Taylor

In response to an outburst from the audience, Chairman Brittain said, regarding the chaining and tethering requirement that an animal be removed from their chain / tether after 14-hours, that an animal needs to be removed from their chain / tether for a period of 15 or 30 minutes then it can go back on the tether. He echoed Commissioner Carswell's comments about the ordinance being fluid and noted if things are not working, they will adjust them as needed. He thanked everyone for being in attendance.

Clerk Draughn requested to follow up on the following sections: 6-73(d), reclamation by owner and section 6-131, general enforcement order or other relief. Discussion ensued and after consultation with the County Attorney, Commissioner Carswell made a new motion.

Discussion ensued on the motion and Commissioner Taylor said at the pre-agenda meeting he asked if these rules were set in stone and asked if Chairman Brittain recalled the answer. Chairman Brittain said no, and Commissioner Taylor said the answer was yes, brief discussion ensued.

Motion: To also accept/adopt sections 6-73 and 6-131 of Ordinance No. 2021-04 as presented.

RESULT: APPROVED [4-1]

MOVER: Johnnie W. Carswell, Commissioner

AYES: Jeffrey C. Brittain, Scott Mulwee, Wayne F. Abele, Sr. and Johnnie W. Carswell

NAYS: Maynard M. Taylor

Ord. No. 2021-04 reads as follows:

Burke County
North
Carolina

Ordinance Amending Chapter 6,
Animals Burke County Code of
Ordinances

New text is printed in **bold**. Text to be removed is printed in **bold** and contains a strikethrough mark.

ARTICLE I. – IN GENERAL

Sec. 6-12. - Chaining and Tethering.

Except as provided in this section, it shall be unlawful for any person owning or keeping a dog to leave a dog restrained to a stationary object for a period of time or under conditions that are harmful or potentially harmful to the animal.

At no time may a dog remain on an uninhabited property such as a vacant lot or a lot without an occupied domicile.

Any dog less than four (4) months old shall not be tethered.

Under no circumstances shall an unaltered female dog be tethered without direct supervision by the owner or attendant or must be secured in a secondary enclosure.

Only one dog shall be attached to a tether at one

time. The minimum length of the tether shall be ten

(10) feet.

The tether line shall weigh no more than five percent (5%) of the dog's body weight and be made of a substance which cannot be damaged by the dog.

The tether must be attached to the dog with an appropriate harness or buckle-style collar properly fitted with room enough for two (2) fingers to fit between the collar and the dog.

The use of pinch, weighted, or choke collars is prohibited when tethered.

Tethering shall be used for no longer than fourteen (14) consecutive hours within a 24-hour period after such time the dog must be released from the restraint to engage in supervised exercise and socialization.

The restraint system shall maintain the dog's freedom of movement and freedom from entanglement, and it shall allow access to food, water, shelter, and shade.

The restraint system shall be affixed to a stationary object which does not permit the dog to travel within five (5) feet of any property line and housed or restrained no closer than 15 feet from a public street, road, sidewalk, or right-of-way, such circumstances constitute a public nuisance. If the animal is on the street, road, sidewalk, or right of way, the Animal Services Enforcement Officer shall issue a notice to the owner directing the owner to move the animal. If the animal is found on a public street, road, sidewalk, or right of way and the owner is not at home or refuses to remove the animal from the street, road, sidewalk, or right of way, the animal may be seized and impounded.

If tethered to a pulley or zip line, the stationary cable that the pulley runs on must be at least ten (10) feet in length, anchored on each end to a stationary object which cannot be moved by the dog, and include stops on each end to prevent the animal from becoming wrapped around the stationary object.

The restraint system shall be situated at least five (5) feet away from any fence to prevent strangulation.

The line attached to the restraint system must allow the dog to move perpendicularly at least ten (10) feet from the stationary cable.

A swivel of proper size and durability shall connect the tether to the pulley or zip line to prevent entanglement.

The clamps attaching the tether to the dog's harness must be of proper size and durability.

In cases where deemed necessary for public safety, written exemptions may be made by the Animal Services Director's discretion for other restraint methods but only after opportunities to verify those methods are needed and that they serve the purpose and intent of this section.

ARTICLE III. – IMPOUNDMENT

Sec. 6-73. – Reclamation by owner.

(No changes to sections a – c.)

d) Any animal found off the owner's property, at large, will be issued a warning by Burke County Animal Services. Following this warning, the owner of

a non- spayed or unneutered dog or cat shall be subject to an unaltered impounded animal fine in addition to any other fees or fines imposed by this title or State law. All subsequent violations will result in an additional, graduated unaltered animal fine. The unaltered impounded animal fines shall be set by the Board of Commissioners. For this section, "impounded" shall mean any animal that is impounded in violation of Sec. 6-10.

Effective date: This section shall be in effect as of July 1, 2021.

Article V. REMEDIES

Section 6-131. – General enforcement, order or other relief.

(a) Civil penalties. Any person, firm or corporation violating any of the provision of this chapter shall be subject to the imposition by citation of a civil penalty for each such violation which shall be paid in full within ten days of the service of the citation by a representative of the County Animal Services Department or any law enforcement officer in accordance with G.S. 153A-123. If the offender does not pay the penalty within ten days, the county may recover said penalty plus court costs in a civil action in the nature of debt. Failure to correct the violation within the ten-day period will result in an additional penalty of \$50.00 per violation per day until the violation is corrected. All civil ~~fees~~ **penalties** are subject to associated legal fees in the collection of delinquent ~~fees~~ **penalties**.

No changes to sections 1 – 5.

(6) Violation of the county ordinance for animal cruelty is subject to a first offense ~~fine~~ **penalty** of \$500.00 and a second offense ~~fine~~ **penalty** of \$1,000 if the second offense occurs within one year of the first offense.

No changes to sections 7 – 10 or b – d.

Adopted this 18th day of May 2021.

/s/: Jeffrey C. Brittain
Jeffrey C. Brittain,
Chairman
Burke Co. Board of Commissioners

Attest:

/s/: Kay Honeycutt Draughn
Kay Honeycutt Draughn, CMC,
NCMCC Clerk to the Board

Burlington Information

Tethering Restrictions

Tethering a dog in the Burlington City limits is prohibited except in specified circumstances and never for longer than 7 consecutive days. However, tethering a sick, diseased and/or injured dog, or puppy (a dog that is one year of age or younger) is never permitted.

Tethering is Permitted for the following specific reasons and only for fewer than 7 consecutive days:

- Lawful animal events and hunting activities
- To meet the requirements of a camping or recreational facility
- Law enforcement activities
- After taking possession of a stray and having notified animal control
- When a caretaker is outside and within eyesight of the tethered animal

What are the penalties for violations?

1st Offense: Written Warning

2nd Offense: \$100 civil penalty (if dog is not already spayed/neutered, the fine can be waived if dog is spayed or neutered by a vet and proof is provided within 14 days)

3rd Offense: \$250 civil penalty

4th + Offenses: Violators can be found guilty of a class 3 misdemeanor and punished by a fine of up to \$500.

What is tethering?

Tethering refers to keeping dogs on chains, ropes, or other such tie-outs versus within a fenced structure. It is often defined in reference to a stationary object, but also includes overhead trolley systems. Walking a dog on a leash is not considered tethering.

What are some alternatives to tethering?

Dogs are social animals and want to be a member of the family. Having your dog spayed or neutered and keeping him or her primarily indoors has many benefits for you, and your dog. For more information about bringing our "outdoor dog" inside, click [here](#).

Here are some links to additional resources to make the switch from tethering:

- [Build your own fence](#)
- [Have a fence installed](#)
- [Switch to a pen or kennel enclosure](#)
- [Alternative fencing](#)
- [House training your dog](#)
- [Managing dogs that escape from the yard](#)
- [Excessive Barking](#)
- [Dogs and kids](#)
- [Fence Jumpers](#)

The local non-profit, Animal Resource Friends' provides assistance to needy owners of tethered dogs in Alamance County with fencing, food. Visit their website for more information or if you would like to help by volunteering or donating.

What types of tethers may be used during periods of lawful tethering?

- o Tethers must be made of rope, twine, cord, or similar material with a swivel on one end or must be made of a chain that is at least 10 feet in length with swivels on both ends. The weight of the tether, collar or harness combined must not exceed 10 percent of the dog's body weight.
- o Only buckle type collars or body harnesses made of leather or fabric may be used when a dog is tethered
- o The use of a head harness, choke-type collar or pronged collar for tethering is prohibited.

What are the rules for Trolly Systems?

- o *The length of the cable along which the tethering device can move must be at least ten feet, and the tethering device must be of such length that the dog is able to move ten feet away from the cable perpendicularly and attached in such a manner as to prevent strangulation or other injury to the dog and entanglement with objects*

What are the rules related to fenced yards or enclosures?

Any dog confined within a fenced yard or enclosure must have adequate shelter, adequate space, and exercise. Enclosures must be structurally sound, in good repair, humanely clean, and provide adequate space. These provisions are defined as follows:

Adequate Shelter: a clean, safe place for each animal where it will be protected from natural elements, pain, suffering, or impairment to health.

Adequate Exercise: providing a dog with the opportunity to move in a manner to maintain sufficient muscle tone.

Adequate Space: space sufficient for the animal to make all normal body movements (sit, stand, lie, etc.) in a comfortable and normal position.

Humanely Clean Conditions: periodic cleaning of animal enclosures to maintain basic sanitation and health.

Cumberland County Information

**AN ORDINANCE OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS
AMENDING CHAPTER 3, ANIMALS, OF THE CUMBERLAND COUNTY CODE**

WHEREAS, the Cumberland County Board of Commissioners adopted a revised County Animal Control Ordinance in May, 2012; and

WHEREAS, the Board of Commissioners wishes to make revisions to the Cumberland County Animal Control Ordinance by repealing and replacing certain sections and adopting additional new sections; and

WHEREAS, the Board of Commissioners finds the revisions of Chapter 3, Animals, of the Cumberland County Code, to be in the public interest and to promote public health, safety and welfare,

NOW THEREFORE, BE IT ORDAINED by the Cumberland County Board of Commissioners that:

Chapter 3, Animals, of the Cumberland County Code is hereby amended as follows:

**CHAPTER 3
ANIMALS**

- Art. I. Administration**
- Art. II. General Provisions**
- Art. III. Dangerous Dogs.**
- Art. IV. Rabies Control and Animal Bites**
- Art. V. Licensing of Dogs and Cats**
- Art. VI. Injured Animal Stabilization Fund**
- Art. VII. Miscellaneous**
- Art. VIII. Enforcement**

ARTICLE I. ADMINISTRATION

Sec. 3-1. Animal Control Department established.

There is hereby established in the government of the County an Animal Control Department.

Sec. 3-2. Animal Control Director.

The Animal Control Department shall be supervised by the Animal Control Director, who shall be the director of that department, appointed by the county manager.

Sec. 3-3. Functions of Animal Control Department.

The Animal Control Department shall have and perform the duties and responsibilities set forth herein, shall enforce the provisions of this Chapter and of state law relating to animal control and animal welfare, shall administer and enforce an animal control program within such municipalities within the county as by interlocal agreement may contract with the County for such services and apply this Chapter in their municipal jurisdictions, and shall maintain and operate the county animal shelter.

Sec. 3-4. Animal Control Board established.

(a) There is established the Cumberland County Animal Control Board.

(b) The Animal Control Board shall be composed of seven (7) members to be appointed by the Board of Commissioners. Of the seven members, two shall be residents of the City of Fayetteville appointed by the Board of Commissioners from among the names of four persons nominated by the Fayetteville City Council, that is, two nominations for each seat. At least one member shall be a person with knowledge and experience in dog behavior and/or handling, one member shall be ex officio the veterinarian on contract to the Animal Control Department, one member shall have an interest in promoting the goals of the Animal Protection Society or the Humane Society or another such broadly-based and representative organization interested in the care and protection of animals, and the other members shall represent the public at large. The members shall serve staggered two-year terms; four members shall have terms that expire on June 30 in even-numbered years following the year of their initial appointment and three members shall have terms that expire on June 30 of odd-numbered years.

(c) The powers and duties of the Animal Control Board shall include:

(1) Appointing three (3) of its members to sit on the Dangerous Dog Appeal Board;

- (2) Hearing any appeals provided for in this ordinance other than appeals of the Director's determinations of potentially dangerous dogs;
- (3) Providing advice and information to the Animal Control Department;
- (4) Upon coordination with the Animal Control Director, making recommendations to the Board of Commissioners or the Fayetteville City Council, as appropriate, for the betterment of the County's animal control program;
- (5) In conjunction with the Animal Control Department and the County's Public Information Director, providing for a program of public education, information and outreach concerning responsible pet ownership, animal cruelty, and the County's animal control program; and
- (6) Selecting officers of the board, including a chairperson, and adopting rules of procedure.

(d) A majority of the members shall constitute a quorum for the Animal Control Board to conduct its meetings. The Animal Control Board shall adopt a schedule of regular meetings and post and file it with the Clerk to the Board of Commissioners and otherwise as required by the Open Meetings Law. The Animal Control Board shall schedule at least four regular quarterly meetings, at which meetings the Animal Control Director or his designee shall appear and participate. In addition, the Animal Control Board may hold such special or emergency meetings, upon the call of the chairperson or any three members, as may be appropriate in the circumstances, subject to compliance with the Open Meetings Law.

Sec. 3-5. Dangerous Dog Appeal Board established.

- (a) There is established the Dangerous Dog Appeal Board.
- (b) The Dangerous Dog Appeal Board shall consist of three (3) members to be appointed by the Animal Control Board from among its members. The members shall serve staggered two-year terms. Any two (2) members of the Dangerous Dog Appeal Board shall constitute a quorum for conducting a meeting.
- (c) The powers and duties of the Dangerous Dog Appeal Board shall include:
 - (1) Selecting a chairperson to preside over its appeal hearings;
 - (2) Hearing the appeals of the determinations of potentially dangerous dogs by the Animal Control Director (or his designee) pursuant to Article III of this ordinance or Chapter 67 of the General Statutes.
- (d) The administrative assistant to the Animal Control Director shall be the Clerk to the Animal Control Board and the Dangerous Dog Appeal Board.

Sec. 3-6 through Sec. 3-9. Reserved.

ARTICLE II. GENERAL PROVISIONS

Sec. 3-10. Definitions

- (a) As used in this ordinance, the following terms shall have the meanings respectively ascribed to them in this section:

"Abandon" means to cease providing for the care, control or maintenance of an animal without the transfer of ownership of such animal.

"Animal Shelter or Department's Shelter" means the premises operated by the Animal Control Department for the purposes of impounding, sheltering or caring for animals or any other premises operated by another entity with which the county contracts for such purposes.

"Animal Control Department" means the Cumberland County Animal Control Department.

"Animal Control Director" means the Director of the Animal Control Department, or his/her designee.

"Animal Control Officer" means a person employed by the Animal Control Department as its enforcement officer in the impoundment of animals, controlling of animals running at large, and as otherwise provided or required in this Chapter.

"At large" or "running at large" means any animal which is not confined on the property of its owner, the leased premises of the animal's owner, or under the actual physical control of a competent person, other than a licensed, currently privilege tax paid, hunting dog under supervision while engaged in a lawful actual or simulated hunt.

"Breeding, Show, or Hunting Dog" means any animal that was used in Breeding, Showing, or Hunting in the last year if over one (1) year old: or any animal younger than one (1) year that is eligible to breed, show or hunt in the coming year.

"Chapter" means the provisions of this Animal Control Ordinance as may be in effect in Cumberland County or any municipal jurisdiction located therein.

"Confinement" means to secure an animal in a locked house, run, enclosure or fenced yard within the boundaries of the owner's, leaseholder's, or keeper's property (i.e., house, fenced yard).

"County Manager" shall mean the duly appointed County Manager of the County or his/her designee.

"Cruelty" means to endanger by any act of omission or commission the life, health or safety of an animal.

"Director" means the Director of the Animal Control Department.

"Exposed to rabies" means any animal that has been bitten by or exposed in a manner proven to be able to transmit rabies, to any other animal known to have been infected with rabies or any other animal reasonably suspected of being infected with rabies that is not available for laboratory diagnosis.

"Fee Schedule" means any schedule of fees related to the administration of this ordinance, which may be adopted by the Board of Commissioners.

"Fowl" means chickens, guineas, geese, ducks, pigeons, and other avian animals.

"Harboring" means regularly feeding, sheltering or caring for an animal.

"Impoundment" means placing an animal in an animal control vehicle or unit, or holding an animal at the animal shelter, or holding an animal at any other location at the direction of the Director of Animal Control.

"Keeper" means any person, acting in the capacity of the owner, or at the owner's request, who is responsible for the care, welfare and maintenance of the animal.

"Livestock" includes, but is not limited to, equine animals, bovine animals, sheep, goats, llamas and swine.

"Neuter" means to render a male dog or cat unable to reproduce.

"Nuisance/Reckless Owner" is an owner who has received a violation under Chapter 3 and has outstanding fees owed to Cumberland County Animal Control for previous violation(s) or who has not complied with the requirements for ownership of a dangerous or potentially dangerous dog.

"Owner" shall mean anyone taking care of or having custody of an animal, such as by providing food, water, shelter or medical care, but shall not include taking care or having custody of the animal for compensation.

"Permit" means a permit issued by the Animal Control Department or similar agency of any applicable governmental unit having jurisdiction.

"Potentially Dangerous Dog" and "Dangerous Dog" shall have the meanings set forth in Section 3-30 hereof.

"Restraint" means that an animal is actually physically controlled by leash or tether held by a competent person or within any vehicle, trailer or other conveyance being driven, pulled or parked on the street or confined within the property limits of its owner or keeper.

"Run" means an area used to confine a dog or dogs of a size that complies with any of the requirements of this Chapter.

"Sanitary" means a condition of good odor and cleanliness, which precludes the probability of disease transmission and insect breeding and which preserves the health of the public.

"Spay" means to remove the ovaries of a female dog or cat in order to render the animal unable to reproduce.

"State law" means the General Statutes of North Carolina.

"Stray" means any animal reasonably presumed not to have any owner, including but not limited to an animal running at large or not under restraint.

"Tethered" or "tethering" mean attaching an animal to a stationary object by means of a chain, cable, rope or similar device.

"Transfer" means to convey or change ownership from one person to another with or without the exchange of money or other consideration.

"Vaccination" means an injection of United States Department of Agriculture approved rabies vaccine administered by a licensed veterinarian or certified rabies vaccinator as defined in G.S. 130A-186.

(b) All other words or phrases used herein shall be defined and interpreted according to their common usage.

(Amended June 17, 2013)

Sec. 3-11. Applicability of state laws to custody of animals.

No person owning or having in his custody any animal shall violate any laws, rules, or regulations of the state applicable thereto. The provisions of this Chapter shall govern where the provisions of the laws, rules and regulations of the state are less restrictive than the provisions of this Chapter.

Sec. 3-12. Injuring, poisoning or trapping animals prohibited.

(a) A person who accidentally or otherwise strikes an animal with an automobile and injures it shall promptly notify the Animal Control Department or any law enforcement agency having jurisdiction.

(b) No person shall knowingly expose or give to any animal any poisonous substance, whether mixed with food or not. This provision, however, does not apply to the eradication or population control of certain species of rodents.

(c) No person shall set or expose an open jaw type trap, leg hold trap, or any type trap which would likely cause physical harm or injury to any animal. This provision shall not apply to persons who are licensed by the state to trap animals, to Animal Control Officers or to persons using humane live capture traps.

Sec. 3-13. Diseased animals; injured or sick animals.

(a) Every person owning or having any animal under his charge which he knows or suspects to be sick or injured shall isolate the animal from other animals, shall obtain or provide appropriate treatment for such animal within two days or may have the animal humanely euthanized.

(b) Any animal which comes into possession of the Department's shelter which is seriously injured, sick or exhibiting symptoms of contagious disease shall be humanely euthanized by the shelter personnel without waiting for the expiration of the period in which such animal may be placed for adoption. Provided, however, that before such sick, diseased or injured animal is euthanized, the shelter personnel shall contact the animal's owner, if known, to determine the disposition of such animal. If the owner indicates that the animal will be reclaimed but fails to reclaim the animal within two days of such

notification, or if the owner of such animal is not known, the sick or injured animal shall be euthanized by the shelter personnel. The shelter supervisor shall keep a record of such animal, to include breed and sex of the animal, when the animal came into possession of the shelter, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition and description of such animal.

Sec. 3-14. Property owner may impound animal.

(a) Any person who finds a domesticated animal or fowl on his property to his injury or annoyance may:

(1) Take such animal to the Animal Control shelter; or

(2) Retain possession of such animal or fowl and, within one business day, notify the Animal Control Department of this custody, giving a description of the animal and the owner's name, if known. Any person removing the animal from the impounder's property shall remove the animal in such a manner so as not to cause injury to the animal.

(b) No person shall knowingly and intentionally harbor, feed or keep in possession by confinement or otherwise any stray animal which does not belong to him, unless he shall have within one business day from the time such animal came into his possession notified the Animal Control Department of his intention either to: (i) surrender the animal to the animal shelter, or (ii) advertise for five (5) consecutive days such stray animal in the local newspaper with the greatest average daily circulation in the community. If the person possessing such stray animal elects to so advertise and the owner thereof shall not have responded by the tenth (10th) day after the date of the first publication, the person so advertising shall be presumed the legal owner of such animal. If the advertisement of a stray animal shall not have been first published within seventy-two (72) hours after so notifying the Animal Control Department, then the animal shall be surrendered to the Animal Control Department.

Sec. 3-15. Nuisance animals; animals posing a threat to the public.

(a) For the purposes of this section, "nuisance" means, but is not limited to, the conduct or behavior resulting from any act of omission or commission by the owner or keeper of any small or large animal, fowl, cat or dog which molests passersby or passing vehicles, damages private or public property; barks, whines, howls, crows or makes other noises in an habitual or continuous fashion which annoys the comfort, repose, health or safety of the people in the community; is unconfined in season; defecates on the property of someone other than the owner; or eats or otherwise destroys the plants, shrubs or similar landscaping on the property of someone other than the owner.

(b) For the purposes of this section, "nuisance animal" means any animal that commits any of the acts, conduct or behaviors defined as constituting a nuisance in this section.

(c) No person shall keep any animal which is a nuisance animal or which causes a nuisance as defined in this section.

(d) Notice of violation. When an Animal Control Officer determines that a violation of this section has occurred, he may issue a written warning of violation and notice of public nuisance, which shall be served on the owner or keeper of the animal. The owner or keeper shall be responsible for abating the nuisance within twenty-four (24) hours by making sure his animal does not engage in any further act or acts which may constitute a nuisance under this section.

(e) Failure to abate the nuisance. If the Animal Control Officer determines that the animal has engaged in any further act(s) constituting a nuisance, or if the owner or keeper of the animal fails to abate the condition which constitutes the nuisance within twenty-four (24) hours after issuance of the written warning of violation, the Animal Control Officer may issue a notice of violation and civil penalty for the first offense and additional penalties for each subsequent offense. If the owner fails to abate the nuisance after the first civil penalty, the Animal Control Officer may seize and impound the animal. If the animal is seized, the Animal Control Officer must post a notice of seizure and impoundment with the owner or keeper of the animal. The owner or keeper may reclaim the animal upon payment of any civil penalties and shelter fees or charges for the impoundment. If the animal is not reclaimed within five (5) days, it shall become the property of the Animal Control Department and shall be disposed of according to the Department's policies.

(f) Owner unknown. In situations where the owner of a nuisance animal is unknown, the Animal Control Officer shall impound the animal without posting notice of the impoundment. If the owner does not redeem the animal within five (5) days, the animal shall become the property of the Animal Control Department and shall be disposed of according to the Department's policies.

(g) Animal housed or restrained less than fifteen (15) feet from public way. When an Animal Control Officer has determined that an animal is being housed or restrained within fifteen (15) feet of a public street, road or sidewalk, and the animal poses a threat to the public, but the animal is not in the street, road or on the sidewalk, the Animal Control Officer shall issue a warning to the owner or keeper of the animal directing that the animal be moved to a distance greater than fifteen (15) feet from the public street, road or sidewalk. If the owner or keeper refuses to move the animal, the Animal Control Officer shall issue a notice of violation and civil penalty for the first offense and additional penalties for each subsequent offense. After the first civil penalty the animal control officer may impound the animal. The Animal Control Officer must leave a notice of impoundment with the owner/ keeper or affix the notice to the premises from which the animal has been seized. The owner shall have five (5) days to redeem the animal. If the animal is redeemed, the owner must pay all civil penalties and shelter fees for the impoundment. If the owner fails to redeem the animal within five (5) days the animal shall become the property of the Animal Control Department and shall be disposed of according to the Department's policies.

(h) Animal found in the public way. If an animal is housed or restrained within fifteen (15) feet of a public street, road or sidewalk and the animal poses a threat to the public, and the Animal Control Officer finds it to be in the public street, road or on the sidewalk and the owner or keeper is not at home or refuses to remove the animal from the public street, road or sidewalk, the Animal Control Officer may impound the animal. The Animal Control Officer must leave a notice of impoundment with the owner or keeper or affix the notice to the premises from which the animal was housed or restrained. The animal services officer may issue a notice of violation and civil penalty for a first offense and additional penalties for each subsequent offense. The owner shall have five (5) days to redeem the animal. If the animal is redeemed the owner or keeper must pay all civil penalties and shelter fees for the impoundment. If the owner or keeper fails to redeem the animal within five (5) days the animal shall become the property of the Animal Control Department and shall be disposed of according to the Department's policies.

(i) Private remedies. This section shall not be construed to prevent a private citizen from pursuing a private cause of action for damages against the owner of keeper of any animal that has caused injury to said private citizen or his property for damages or any other loss resulting from an animal being a nuisance as defined by this section or otherwise.

(Amended June 17, 2013)

Sec. 3-16. Animal fighting and animal fighting paraphernalia prohibited.

(a) No person shall permit or conduct any dog fights, cock fights, or other combat between animals, or between animal and human.

(b) It shall be unlawful for any owner or person to keep, own, possess, maintain, control, or use materials used or intended to be used in dog fighting or cock fighting. Such items shall include but are not limited to treadmills; fighting or fight training pit; wooden sticks or handles used or capable of being used to pry open jaws; magazines, photographs, film, or videotapes depicting animal fighting or animal fight training; breeding stands; jaw strengthening devices; spurs; gaffs or slasher cases; gaff or knife gauges; mounting blocks; leather wraps; scabbards and leg or wing bands; training, conditioning, or fight contracts or records; veterinary drugs; suture kits, needles; and syringes and other veterinary supplies used for the administration of veterinary treatment for wounds or injuries from animal fighting or animal fight training.

(c) Upon criminal charges being brought for violations of this section, the Animal Control Director may petition the court for the confiscation of any animals kept or involved, or materials used or intended to be used in such fighting.

Sec. 3-17. Keeping of wild or exotic animals.

(a) For the purpose of this section, a wild or exotic animal means an animal which is usually not a domestic animal and which can normally be found in the wild state, including, but not limited to alligators, apes, bats, bears, crocodiles, deer, elephants, foxes, leopards, lions, lynxes, monkeys, panthers, raccoons, rhinoceroses, wolves, poisonous snakes, skunks, tigers, and like animals. Hybrids or cross-breeds of any wild or exotic animals shall also be considered as wild or exotic animals.

(b) It is unlawful to keep, harbor, breed, sell or trade any wild or exotic animal for any purpose, except as may be licensed by the state Wildlife Resources Commission under its regulations pertaining to wildlife rehabilitators.

(c) This section shall not apply to zoological parks, zoos, educational or medical institutions, or circuses that perform in Cumberland County for not more than seven (7) days. If a circus is scheduled to be in Cumberland County for more than seven (7) days, then the circus may apply to the Animal Control Director for an extension permit for a period not to exceed an additional seven (7) days, on such terms as the Animal Control Director shall determine will protect the public health, safety and welfare.

Sec. 3-18. Inhumane or cruel treatment prohibited.

It is unlawful for any owner or person to:

- (1) Perform or carry out any inhumane or cruel treatment against any animal; or
- (2) Keep, possess, own, control, maintain, use or otherwise exercise dominion over any animal or animals which by reason of noise, odor or sanitary conditions become offensive to a reasonable and prudent person of ordinary tastes and sensibilities or which constitute or become a health hazard as determined by the Animal Control Director, the Cumberland County Inspections Director or the Cumberland County Environmental Health Supervisor, as appropriate.

Sec. 3-19. Control of animals required; at large; strays; impoundment; confinement in season.

(a) It is unlawful for any owner or person to permit or negligently allow any domestic animal or livestock to run at large. Any dog or cat that is not confined as provided in this Chapter, and not under the actual physical control or restraint of its owner or keeper, shall be deemed to be running at large. Any such animal found running at large shall be either:

- (1) Impounded by an Animal Control Officer at the Department's shelter subject to being reclaimed by its owner or keeper in accordance with the Department's policies; or
- (2) In the discretion of the Animal Control Officer, a dog or cat found at large which is licensed by the county and vaccinated for rabies, except a dangerous dog, as that term is defined in Article III of this ordinance, may be released to its owner, upon such terms and conditions as the Animal Control Officer deems appropriate.

(b) No impounded animal shall be returned to its owner until any applicable impoundment and boarding, vaccination, other fees or costs and any penalties are paid.

(c) Any impounded animal not claimed by its owner after a three day holding period, exclusive of Sundays and county-observed holidays, shall become the property of the county and shall be adopted or disposed of in accordance with the Department's policies.

(d) Every female dog or cat in season (heat) shall be kept confined in such a manner that such female dog or cat cannot come in contact with other animals, except for controlled breeding purposes. Female animals picked up by the Animal Control Department which are in season (heat) shall be kept separate from male animals at all times.

Sec. 3-20. Records; disposition of animals; adoption.

(a) An Animal Control Officer, upon receiving any animal for impoundment, shall record the description, breed, color and sex of the animal and whether or not it is licensed and the date and time of impoundment. If the animal is licensed or if the owner is known, the officer shall enter the name and address of the owner or the county license on the impoundment records. If the owner is known, the Animal Control Department shall telephone the owner or, if unsuccessful in attempting to telephone such owner, shall mail notice at the address shown on the Department's records to notify the owner, that unless reclaimed within seventy-two (72) hours after mailing of notice, Sundays and county-observed holidays excluded, the animal may be adopted or humanely disposed of by the Department's shelter. Attempts to contact the owner will be recorded on the impoundment record.

(b) After the seventy-two (72) hours of impoundment as prescribed above, animals that have not been reclaimed by the owner thereof shall be adopted or otherwise disposed of in a humane manner and as required by law. Provided, however, in the discretion of the Animal Control Director, a healthy animal may be retained for an additional period for the purpose of adoption or transferred to an approved local animal adoption or rescue agency.

(c) Before any dog or cat is released for adoption from the Department's shelter, the adopter shall pay such fee(s) as may be prescribed therefore in any fee schedule adopted from time to time by the

board of commissioners. Such dog or cat also shall be issued any required rabies vaccination and county license.

(d) Any employee of the Animal Control Department may adopt one cat and one dog in any calendar year and such number of other animals as the Animal Control Director may by written policy prescribe.

(e) There is hereby established a grace period of five (5) days beginning on the day of adoption and ending at the close of business of the fifth day thereafter (or the first business day which falls after the fifth day if such fifth day is a Sunday or legal holiday), during which period an animal adopted from the animal shelter may be returned to the animal shelter without refund for a replacement animal, conditioned solely upon the presentation of written certification of a licensed veterinarian that the adopted animal is in poor health.

Sec. 3-21. Redemption of impounded animals; impoundment where no one is present to care for an animal.

(a) An owner shall be entitled to resume possession of his impounded dog or cat or other small animal kept as a house pet, upon compliance with the vaccination provisions of this Chapter and payment of any applicable impoundment, boarding, vaccination or other fees. Such dog or cat also shall be issued any required county license, as provided for in this Chapter, if such dog or cat has not previously been licensed. Animals four (4) months old and older will be vaccinated for rabies by shelter rabies vaccinators. New owners of adopted animals less than four (4) months old shall have three (3) business days from the time that the animal reaches the age of four (4) months, in which to have the animal vaccinated against rabies and return the proof to the Department's shelter. Failure to obtain the required rabies vaccination shall constitute a violation of this section.

(b) When a law enforcement officer takes a person into custody who is in possession of an animal, and no other competent person is immediately present at the scene to take care of the animal, the animal will be impounded for its welfare. The animal will be impounded at the Department's shelter until contact can be made with the animal's owner and an appropriate disposition of the animal determined. Once an Animal Control Officer makes contact with the owner, the owner will have seventy-two (72) hours to arrange for the appropriate disposition of the animal. After the seventy-two (72) hour period expires, the animal shall become the property of the county and shall be disposed of as provided in this Chapter.

Sec. 3-22. Spaying or neutering as condition for adoption or reclaiming by owner of dogs and cats; violations.

(a) No dog or cat may be adopted from the animal shelter unless the animal has been surgically spayed or neutered, or the adopting owner agrees to do have the animal surgically spayed or neutered in accordance with any time limit imposed by the Animal Control Director.

(b) The Animal Control Director shall implement procedures to enforce this section.

(c) The failure of any person adopting an impounded animal to comply with this section shall constitute a violation of this section and shall constitute the forfeiture of the animal to the Animal Control Department.

(d) Any animal picked up by Animal Control for running at large or designated Potentially Dangerous or Dangerous Dog shall be spayed or neutered prior to being returned to its owner.

(e) The Animal Control Director when dealing with dogs picked up for running at large may make a one-time exception for Breeding, Show, or Hunting Dogs.

(Amended June 17, 2013)

Sec. 3-23. Keeping of animals; mistreatment, abandonment prohibited; care; restraining of dogs; exercise area for dogs.

(a) All dogs, cats and other small animals kept as house pets shall be housed, fed and protected from the weather in such a manner as not to create a nuisance.

(b) No person shall willfully or negligently:

(1) Torture, cruelly beat, injure, maim, mutilate or without good cause destroy or kill any animal, whether wild or tame, belonging to himself or to another;

- (2) Deprive any animal of food, drink or shelter; or
- (3) Cause any other person to do any of the above acts.

(c) If an animal is found by any Animal Control Officer to be in one of the above described conditions in subsection 3-23(a) or (b), the officer shall take appropriate measures, including civil or criminal enforcement, to protect the welfare of the animal. If the Animal Control Officer determines that a confined animal's life is in immediate danger or the animal has been abandoned, the Animal Control Officer shall seize such animal if such seizure is not prohibited by applicable law and shall report the conditions to an appropriate law enforcement agency if seizure is not permitted. The Animal Control Officer shall leave a notice for the owner or keeper advising why the animal has been taken.

(d) No dog, cat or other small animal shall be confined within or on a motor vehicle under such conditions as may endanger the health or well-being of the animal, including, but not limited to, dangerous temperature or lack of adequate food or water.

(e) No person shall abandon or cause to be abandoned any dog, cat or any other type of animal.

(f) Owners and keepers of dogs, cats and other small animals shall provide food, shelter and medical attention to such animals, including but not limited to the following:

- (1) Sufficient wholesome food that is nutritious for the species;
- (2) Fresh, potable drinking water;
- (3) Medical attention to relieve such animals from suffering;
- (4) Shade from the sun; and

(5) Shelter to allow the animal to remain dry and protected from the elements. Such shelter shall be fully enclosed on three (3) sides, roofed and have a solid floor. The entrance to the shelter shall be flexible to allow the animal's entry and exit, and sturdy enough to block entry of wind or rain. The shelter shall be small enough to retain the animal's body heat and large enough to allow the animal to stand and turn comfortably. The enclosure shall be structurally sound and in good repair.

(g) **It shall be unlawful to tether a dog except in accordance with this subsection.**

(1) No dog shall be tethered outdoors unless the keeper or owner of the dog is holding the tether.

(2) It shall be an affirmative defense to a violation of this subsection that the tethering is required to protect the safety or welfare of a person or the dog, provided that the keeper or owner of the dog acquires a permit from the Animal Control Director.

(3) The provisions of this subsection (g) shall not apply to a temporary tether:

(a) During a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity; or

(b) To a keeper or owner walking a dog with a hand-held leash, or during lawful hunting activities if reasonably necessary for the safety of the dog, or while a dog is actively engaged in shepherding or herding livestock; or

(c) When meeting the requirements of a camping or recreation facility; or

(d) When the animal's caretaker is outside and within eyesight of the animal; or

(e) After taking possession of a dog that appears to be a stray dog and after having advised the Animal Control Department of the stray.

(4) The provisions of subsections (g)(2) and (3) above shall apply only if:

(a) The tether is not placed directly round the dog's neck and is attached to a properly fitting collar or harness of nylon or leather worn by the dog; and

(b) The weight of the tether does not exceed more than one-tenth of the dog's body weight; and

(c) The tether is unlikely to become tangled or twisted and is attached with a swivel that will prevent tangling or twisting.

(d) The tether is arranged to be free of any obstacles which may limit the movement of the dog and the tether is at least twelve (12) feet long; and

(e) The dog is tethered in a manner that permits access to necessary shelter and water.

(5) Any dog that remains tethered in violation of this subsection for more than fourteen (14) days after the owner receives a notice of violation may be seized by an Animal Control Officer or law enforcement officer and impounded at the Department's shelter. If the dog's owner does not show that an adequate confinement enclosure complying with the requirements of this ordinance has been installed on the owner's property within 72 hours of the impoundment, exclusive of Sundays and county government holidays, the dog shall be deemed to have been forfeited to the county and shall be disposed of in accordance with the Department's policy.

(h) Any dog confined within a fenced yard or run must have an adequate space for exercise. Provided, however, that where dogs are kept or housed on property without a fenced yard and such dogs are kept in an enclosure or run, such enclosure or run shall provide adequate space for exercise. Such an enclosure or run shall be constructed of chain link or similar type of materials with all four sides enclosed. The enclosure shall be of sufficient height to prevent the dog from escaping from such enclosure. The top of such enclosure shall be sufficiently covered to provide the dog with adequate shade and protection from the elements.

(Amended June 17, 2013)

Sec. 3-24. Dead animal pickup; relinquishing animals to the shelter.

(a) Dead animals may be picked up from residences by waste/ sanitation haulers as provided by the Cumberland County Solid Waste Department's policies as in effect from time to time.

(b) Owners may relinquish their animals to the Department's shelter provided the owner signs an impoundment card releasing possession of the animal to the shelter. Once the animal is released to the shelter, the animal shall become the property of the county and may be adopted or humanely disposed of in accordance with the Department's policies.

Sec. 3-25. Apprehension of wild dogs.

If the Animal Control Director shall determine that:

(1) A dog or dogs are running wild in any area within the jurisdiction of this ordinance; such dogs are feral and do not have an owner, keeper or custodian; such dogs appear not to have been vaccinated for rabies because such dogs are not wearing current and valid rabies tags; such dogs are substantially interfering with the use and enjoyment of property or the conduct of business, or are harassing or threatening persons; and that such dogs cannot after extraordinary effort be apprehended; or

(2) an animal or animals are running wild and appear to be rabid or terminally diseased, present an imminent threat to any person or to livestock or domestic pets, or are harassing and threatening persons, and cannot be apprehended without extraordinary effort;

then the Director shall be authorized to cause deadly force to be used to humanely euthanize said dogs or wild animals. Prior to making such a determination, in the case of wild dogs, the Director shall have documented that persistent and repeated efforts to apprehend such dogs through use of traps, baited food, and tranquilizer darts have been ineffective. After making such a determination, the Animal Control Director may:

(1) Authorize any Animal Control Officer that has, in the discretion of the Animal Control Director, received appropriate training and certification in firearms to use deadly force; or

(2) Request assistance from the Sheriff or from appropriate municipal police authorities in order that the application of deadly force shall be effected by a sworn law enforcement officer that has a marksman rating and/or qualification; or

(3) Seek the services of any private business, corporation, organization or other governmental organization or agency as may be approved by the County Manager for the application of deadly force.

If such deadly force is proposed to be effected, the Animal Control Director shall take every precaution to assure the safety of persons and property in the area within which the dogs or animals are running wild.

Sec. 3-26. Regulation of the number of dogs which may be kept on certain premises.

(a) No more than three (3) dogs more than five (5) months of age shall be owned, possessed, kept, harbored, or maintained at any premises located in any area with a zoning classification for single-family, residential lots of 20,000 square feet or less (R20 or less).

(b) No more than two (2) dogs more than five (5) months of age shall be owned, possessed, kept, harbored, or maintained at any premises located in any area with a zoning classification for multifamily residential housing.

(c) In any area in which the applicable zoning regulations are more restrictive as to the keeping of dogs than the requirements of this section, the zoning regulations shall control.

(d) This section shall not be construed to limit the right of any landlord to impose more restrictive limits on the number of pets which may be possessed at any leased premises.

(e) All dogs which have been listed with the Cumberland County Tax Administrator for an annual Cumberland County privilege license for the calendar year 2012 by the date this revised Chapter becomes effective shall be exempt from this section.

Sec.3-27. Sanitation.

No keeper of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners or condominium association, or upon private property without permission of the occupant of said property, unless such keeper immediately removes and disposes of all feces deposited by such animal by the following methods:

(a) Collection of the feces by appropriate implement and placement in a paper or plastic bag or other appropriate container; and

(b) Removal of such bag or container and disposition thereafter in a manner as otherwise permitted by law.

(Adopted June 17, 2013)

Sec. 3-28. Breeding/Advertising/Transfer [BAT] Permit.

Owners who wish to breed their dog or cat and meet the requirements of the breeding/advertising/transfer [BAT] permit as outlined in part B of this section, may apply for such permit through the Animal Control division. The holder of the [BAT] permit would be authorized to breed, sell, trade, advertise, receive for any compensation, give away or transfer ownership of no more than one litter per licensed animal, per household, per year.

(a) Under no circumstances shall a [BAT] permit be issued:

(1) For any dog or cat not currently licensed as required in Section 3-50 of this code unless such person lives outside the county limits.

(2) To any person who has ever been convicted by any court of a charge relating to animal cruelty or neglect or has such a charge[s] pending until outcome of charges has been determined.

(b) A [BAT] Permit must be obtained by, but not limited to:

(1) Any person wishing to breed their dog or cat;

- (2) Each breeding pair, dog or cat, before breeding shall take place;
- (3) Any person who intentionally or unintentionally causes or allows the breeding of dogs or cats.

(c) Any person convicted of violating the provisions of subsection (b) of this section shall be punished by a fine of not less than three hundred dollars (\$300) or by imprisonment in the county jail for not more than thirty (30) days.

(Adopted June 17, 2013)

Sec. 3-29. Nuisance/Reckless owner.

A person cited as a Nuisance/Reckless owner shall be ordered to surrender all of his/her dogs/cats to Animal Control and shall refrain from owning, keeping or harboring those dogs/cats or any dogs/cats for a period of three (3) years.

(Adopted June 17, 2013)

ARTICLE III. DANGEROUS DOGS

Sec. 3-30. Definitions.

For the purposes of this article, the following words and phrases shall have the following meanings:

“Attack by a dog” means any behavior or action by a dog which could reasonably be expected to cause physical injury to a person or domestic animal, to include biting, felling or toppling, tearing of clothing, or provoking flight to escape attack.

“Bite by a dog” means any seizing, gripping or grasping, no matter how slight or momentary by a dog between its jaws of the body parts of a person or domestic animal, so as to cause physical injury to such person or domestic animal.

“Dangerous dog” means any of the following dogs:

- (1) A dog that without provocation has killed or inflicted severe injury on a person;
- or
- (2) A dog that has been determined as provided herein to be potentially dangerous;
- or
- (3) A dog that is owned or harbored primarily, or in part, for the purpose of dog fighting or a dog trained for dog fighting.

“Dog” means a domesticated animal (canis familiaris) of the Canidae family; provided that no wild specie of the Canidae family, such as a wolf, fox or coyote, shall be considered a domesticated animal, even though raised by humans in domestic surroundings.

“Guard dog” means a dog trained by a skilled trainer to recognized security industry or other reasonable standards and presently used under the control of trained handlers to protect persons and property.

“Law enforcement dog” means a dog, trained for police work to recognized law enforcement standards and presently used by and under the control of a law enforcement officer to carry out the law enforcement officer's official duties.

“Lawful hunt” means a hunt for lawful game conducted on private or public property with the consent of the owner or custodian of the property by a person with a valid license (if required) during the lawful season for the game concerned using dogs customarily employed and suitable for such game.

“Owner of a dog” or “owning a dog” means any person or legal entity that has a possessory property right in a dog, including the harbinger or keeper of a dog with the consent of the owner or of a dog that has been abandoned by or escaped the custody of its owner.

“Owner or keeper’s real property” means any real property owned or leased by the owner or keeper of the dog, not including any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

“Potentially dangerous dog” means a dog that had been determined, as provided herein, to have:

- (1) Inflicted a bite on a person that required medical care more than first aid,
- (2) Killed or inflicted injury upon a domestic animal when not on the real property of the owner of the dog; or
- (3) Attacked a person or approached a person in an area of the keeper’s property open and accessible to invitees, or when not on the owner’s property, in a vicious or terrorizing manner in an apparent attitude of attack.

“Severe injury” means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

“Territorial jurisdiction of Cumberland County” means all territory within the boundaries of the County of Cumberland, North Carolina, except the incorporated area of a municipality, unless such municipality has consented to the application and enforcement of this Chapter in its jurisdiction.

Sec. 3-31. Application of ordinance; exceptions.

The provisions of this Article do not apply to:

- (1) A law enforcement dog or guard dog being used by a law enforcement officer or a bona fide professional security guard while in the performance of official duties or professional responsibilities;
- (2) A dog being used in a lawful hunt;
- (3) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under control of its owner, and the damage or injury was to a species or a type domestic animal appropriate to the work of the dog; or
- (4) A dog where the injury inflicted by the dog was sustained by a person who at the time of the injury, was tormenting, abusing, or cruelly treating the dog, or had tormented, abused, or cruelly treated the dog, or was committing or attempting to commit a crime.

Sec. 3-32. Reporting requirements.

(a) Reporting required. An owner of a dog that has attacked or bitten a person or domestic animal, a victim of an attack or biting by a dog, the owner of any domestic animal that has been attacked or bitten by a dog, any person witnessing such an attack or biting, a veterinarian treating a domestic animal for such an attack or biting, or a health care professional treating a person for such an attack or biting, shall report the following events to the Animal Control Department within three (3) business days after the event has occurred:

- (1) Any attack or biting by a dog upon any person or domestic animal; or
- (2) The transfer, gift, sale or other conveyance of ownership or possession of a dangerous or potentially dangerous dog, its confinement in a veterinary facility, its removal from the territorial jurisdiction of the county, or its death.

(b) Report data required. The data required in the report and the format thereof shall be as set forth in administrative procedures established by the Animal Control Director.

Sec. 3-33. Determination that a dog is potentially dangerous; appeals.

(a) Generally. Upon receipt of a report submitted in accordance with subsection 3-32, or upon the receipt of any other complaint, or when he has reasonable suspicion that a dog is potentially dangerous, the Director or his designee shall make a determination whether or not such dog is a potentially dangerous dog. Any determination that a dog is potentially dangerous shall be made in a writing stating the facts relied upon by the Director to make his determination. The written declaration shall be personally delivered to the owner of the subject dog or shall be mailed by certified mail, return receipt requested, to the owner. If the determination is made that the subject dog is potentially dangerous,

the written determination shall order compliance with the appropriate provisions of this Article and the Director may impose reasonable conditions to maintain the public health and safety. The Director may pursue such other civil or criminal penalties and remedies as authorized by this Chapter or state law.

(b) If, at any time after the receipt of any report or complaint made pursuant to section 3-32, the Director determines that the conditions under which the subject dog is being kept or confined do not adequately protect the public health or safety, the Director shall require that the subject dog be impounded at the Department's shelter until completion of the investigation and any appeal of the decision of the Director.

(c) Appeals from determinations.

(1) The owner of any dog determined by the Director to be potentially dangerous may appeal the decision of the Director to the Appeal Board within three (3) business days of receiving notice of the determination. Appeal to the Appeal Board may be taken by filing written objections to the Director's determination with the Clerk for the Appeal Board.

(2) The Appeal Board shall schedule and hear such appeal within ten (10) days of the filing of the written objections or at such later time as the appellant consents.

(3) The vote of the Appeal Board shall be taken, and the announcement of its decision shall be made, in an open public meeting. A written statement of the decision of the Appeal Board shall be delivered to the Director and the appellant. The notice shall be sent by certified mail, return receipt requested, and filed concurrently with the Director and the Cumberland County Attorney.

(d) An appeal hearing before the Appeal Board shall be conducted as follows:

(1) The hearing shall be subject to the Open Meetings Law, and the required notice shall be posted and given as applicable;

(2) The Chairperson of the Appeal Board shall preside at the hearing;

(3) The Director shall be represented by the County Attorney;

(4) The County Attorney shall present the Director's case;

(5) The appellant may be represented by an attorney;

(6) The Director and the appellant may make any statements, present any evidence, or offer any witnesses on their behalf, on any relevant issue;

(7) The Chairperson of the Appeal Board shall rule on the admissibility of any evidence and on any procedural issues that might arise;

(8) The Director and the appellant shall be entitled to cross-examine any witnesses;

(9) The hearing shall be quasi-judicial in nature and all testimony shall be under oath;

(10) The appellant shall be entitled to obtain a transcript of the proceeding at his own cost;

(11) the Appeal Board shall announce its decision at an open meeting and render it in writing as expeditiously as possible at or following the hearing. Its decision shall contain findings of fact and conclusions in support of its decision.

(e) The purpose of the hearing before the Appeal Board shall be to determine whether or not the determination of the Director is in the best interests of the public health, safety and welfare.

(f) The function of the Appeal Board shall be to affirm, reverse, or modify the determination of the Director which has been appealed. Any conditions imposed by the Appeal Board shall be reasonable, relevant to the issues in the matter, and have the effect of promoting the public health, safety and welfare.

(g) The hearing shall be administrative in nature and the decision of the Appeal Board shall be final

Sec. 3-34. Registration required.

(a) Generally. Any person owning a dangerous dog as defined by this Chapter or Chapter 67 of the General Statutes, shall register such dog with the Animal Control Department within five (5) days of such event which established the dog to be dangerous or may, in lieu of any hearing, register such dog voluntarily, which shall constitute an admission and final determination that the dog is dangerous.

(b) Permanent identification mark required. Each dog registered pursuant to this section shall be assigned a registration number by the Animal Control Department, which shall be affixed to the dog by permanent chip implant, at the expense of its owner. No person shall remove such identification once it is assigned and affixed.

Sec. 3-35. Permit required.

(a) Generally. After registration of a dangerous dog or after a final determination that such dog is potentially dangerous in accordance with this Chapter or Chapter 67 of the General Statutes, no person shall own such dog thereafter within the territorial jurisdiction of this Chapter without applying for and obtaining a permit from the Animal Control Department.

(b) Issuance of permit. The Animal Control Department shall issue a permit for a dangerous dog only upon submission of a complete, verified application, payment of the permit fee and a finding by the Director or his designee that:

- (1) The required conditions for keeping and housing the dog and other public health and safety protective measures are in effect, and
- (2) The dog for which a permit is issued does not pose an unreasonable threat to the public health, safety and general welfare if the owner shall comply with the provisions of this Article and the conditions of the permit.

(c) Issuance of a permit shall be conditioned on continued compliance with the provisions of this Article and other provisions of state law, on continued compliance with and maintenance of the conditions for housing the dog and public safety set forth in the permit, and any special conditions the Director may deem reasonably necessary to protect the public health, safety and welfare in view of the particular circumstances and history of the dog for which the permit is issued.

(d) Temporary permits. Following the registration of a dangerous dog or the impoundment of a dog declared to be potentially dangerous, upon application therefore and for good cause, the Director may issue a temporary permit allowing the owner of a registered dangerous dog or a dog declared to be potentially dangerous to retain possession of such dog or to confine such dog at a veterinary facility or kennel approved by the Director. The Director may also issue a temporary permit to allow the transport of a dangerous or potentially dangerous dog from the territorial jurisdiction of this Chapter. A temporary permit shall be issued subject to the same conditions to which a regular permit is subject and to any other conditions the Director may deem necessary to protect the public health, safety and welfare consistent with the provisions of this Article. A temporary permit shall be valid only until the earlier of its expiration, revocation or the issuance or denial of a permit under the provisions of this section.

(e) Term of permits and renewal thereof. No permit shall be issued under this section for a term of more than three (3) years but may, in the Director's discretion, be issued for a shorter period. Permits must be renewed, subject to the same terms and conditions required for initial permits.

(f) Revocation of permits. The Director may, upon notice and hearing and for good cause shown, revoke any permit or modify any terms, conditions or provisions thereof. If the Director deems it necessary to protect the public health or safety from any imminent threat or danger thereto, he may, without hearing, suspend any permit or any portion thereof for not more than thirty (30) days. Good cause for revocation or modification of a permit shall include, without limitation, violation of or failure to comply with any provision of this Article or with any term, condition or provision of a permit.

(g) Inspections. The Director shall cause periodic inspections to be made of the premises of the owner of a permitted dangerous or potentially dangerous dog to assure compliance with the provisions of this Article and the applicable permit.

(h) Insurance. Every person owning a dangerous dog, as determined in accordance with this Article or Chapter 67 of the General Statutes, shall purchase and maintain a policy of liability insurance covering any injury or property damage caused by the dog. Minimum policy limits shall be Fifty Thousand Dollars (\$50,000.00) for personal injury or property damage, per occurrence. Such owner shall cause a certificate or declaration of insurance to be furnished to the Director annually. Every day that the required insurance is not in full force and effect shall constitute a violation of this Article.

Sec. 3-36. Regulation of dangerous dogs; security and restraint requirements.

No person shall own a dangerous dog except in compliance with all provisions of this Article, including the following regulations:

- (1) While on the real property of its owner, such dog shall be kept, secured and restrained as follows:
 - (a) In a building with doors, windows and other exits securely fastened shut and under the supervision and control of a responsible, capable adult person; or
 - (b) Securely kept in a locked enclosure which has secure sides, top and bottom and is constructed out of materials and in a manner which will preclude escape by the dog and prevent entry by small children; or
 - (c) While outside a building or enclosure described above, securely leashed with a leash no longer than four (4) feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (2) Such dog shall only be removed from the real property of its owner as follows:
 - (a) For transportation to and from a veterinarian or the Department's shelter; or
 - (b) For its permanent removal from the territorial jurisdiction of this Chapter; or
 - (c) To provide bona fide exercise necessary for its continued good health.
- (3) While off its owner's real property such dog shall be securely leashed with a leash no longer than four (4) feet in length in the hands of and under the control of a responsible competent person capable of such control and muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
- (4) Notwithstanding the foregoing, no person shall own a dangerous dog that has killed a person, except in the care and custody of a veterinarian for the purposes of treatment or quarantine; or in the custody of the Department's shelter pending disposition in accordance with the provisions of this Chapter, the Department's policies, or the order of any court.
- (5) Signage. The owner of a dangerous dog shall erect a sign with dimensions of at least 2' x 2' on the enclosure housing such dog which shall read:

BEWARE OF DOG
THIS DOG IS DANGEROUS
STAY AWAY!

Sec. 3-37. Impoundment of dangerous dogs.

- (a) Apprehension and surrender. Upon an initial determination of a dog as potentially dangerous or upon registration of a dog to be dangerous, or if the Director has reasonable suspicion to believe that a dangerous, or potentially dangerous dog is being kept or harbored within the territorial jurisdiction of this Chapter in violation of it or of a permit issued hereunder, Animal Control Officers and law enforcement officers of Cumberland County and of any municipality subject to this Chapter shall impound such dog. It shall be a violation of this Article to fail or refuse to surrender such dog to such officers upon their lawful demand. The officer impounding such a dog shall deliver the same to the Department's shelter.
- (b) Surrender. Hiding, removing or failing to surrender a dangerous or potentially dangerous dog, or impeding any investigation concerning the same shall be a violation of this Article.
- (c) Confinement. A dog impounded by or surrendered to an Animal Control Officer or law enforcement officer as provided herein shall be confined in the Department's shelter or, upon request of the owner hereunder, and at such person's expense, at a private veterinary facility or kennel approved by the Director, subject to the following conditions:
 - (1) Costs of impoundment. Impoundment shall be at the expense of the owner of the dog. Costs of impoundment at the Department's shelter shall be paid by the person liable

therefore at the daily rate. The costs of impoundment at a veterinary facility or kennel shall be paid by the person liable therefore pursuant to the terms of the agreement between such person and the proprietor of such facility or kennel. In no event shall Cumberland County or any municipality subject to this Chapter be liable for or pay for impoundment at such private facility or kennel.

(2) Release from impoundment. No such dog shall be released from impoundment as provided herein except upon registration of such dog and issuance of a permit or temporary permit allowing such release. No such dog shall be released from the Department's shelter until costs of confinement of such dog, any registration and permit fees for such dog, and any civil penalties assessed in connection with such dog have been paid in full.

(3) Disposition of unclaimed or abandoned dogs. The following dogs impounded at the Department's shelter pursuant to this Article shall be deemed abandoned and shall be disposed of in accordance with the provisions of this Chapter and the rules and regulations of the Department:

(a) Any dog which remains unclaimed by its owner for a period more than ten (10) days or a period of lawful quarantine, whichever is longer; and

(b) Any dog claimed by its owner which is confined for a period in excess of ten (10) days, or a period of lawful quarantine, whichever is longer, during which no application has been made for a permit or temporary permit; provided, however, the Director shall extend such time upon a showing of justifiable delay in such action by the owner.

Sec. 3-38. Violations, penalties and other remedies.

(a) Violations. Each act or conduct prohibited by this Article and each failure to comply with a mandatory provision hereby and each day's continuing failure to comply shall constitute a separate and distinct offense.

(b) State law violations.

(1) Nothing in this Chapter shall be constructed to prevent an Animal Control Officer or any other person from pursuing remedies under Chapter 67, Article IA, of the North Carolina General Statutes.

(2) The Director or his designee is designated as the person responsible for making the determination required under Section 67-4.1(c) of the North Carolina General Statutes. In making such determinations, the Director or his designee shall follow the procedure set forth in this Article.

(3) The Dangerous Dog Appeal Board is designated as the appellate board to hear appeals of determinations made pursuant to N.C.G.S., Section 67-4.1(c).

Sec. 3-39. Administrative provisions.

(a) Responsibility. The Director shall administer and enforce this Article and shall promulgate rules and regulations for such administration and enforcement as may be necessary or desirable to such end.

(b) Authority to enter upon premises. Animal Control Officers shall have authority to enter into and inspect any premises, dwellings, rooming units, barns and other outbuildings, any part of the curtilage thereof, or any yard or other enclosure to:

(1) Conduct any investigation of a dog alleged or suspected of being potentially dangerous or dangerous, or

(2) Apprehend a dog determined to be potentially dangerous or dangerous or as to which there is reasonable suspicion to believe is potentially dangerous or dangerous, or

(3) Investigate any violation of this Article, or

(4) Serve a citation upon a person for violation of this Article.

(c) Notwithstanding the foregoing, an Animal Control Officer shall only make such entry upon consent, pursuant to an administrative search warrant under G.S. 15-27.2, or otherwise as authorized by law.

(d) Authority to immobilize or kill a dangerous or potentially dangerous dog.

(1) If in the course of investigating, apprehending or otherwise taking custody of a potentially dangerous or dangerous dog, or a dog as to which there is reasonable suspicion to believe is potentially dangerous or dangerous, such dog is not securely restrained and an Animal Control Officer or a law enforcement officer has reasonable cause to believe the dog poses an imminent risk of serious physical injury or death to any person or domestic animal, said officer shall have authority to render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the officer may humanely dispose of said dog.

(2) If a potentially dangerous or dangerous dog impounded in the Department's shelter cannot be cared for or handled without risk of serious physical injury or death to persons caring for or handling such dog or to other animals, the Department shall render such dog immobile by means of tranquilizers or other safe drugs or, if that is not safely or timely possible under the circumstances, then the Department may humanely dispose of said dog.

(3) The Animal Control Department may humanely dispose of any dog being investigated under the provisions of this Article at the request of or with the consent of its owner.

ARTICLE IV. RABIES CONTROL AND ANIMAL BITES

Sec. 3-40. Rabies control.

(a) Enforcement authority. The Animal Control Director and the Cumberland County Health Director are authorized to enforce the rabies control provisions in Part 6 of Chapter 130A of the North Carolina General Statutes and are further authorized to implement any reasonable administrative procedures necessary to enforce this state law locally.

(b) Impoundment term. The impoundment period for animals held pursuant to this section shall be seventy-two (72) hours, excluding Sundays and legal holidays.

(c) Compliance with rabies law. It shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.

(d) Provisions supplementary to state law. It is the purpose of this section to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by the state law.

(e) Vaccination required. It shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies (hydrophobia) for any dog, cat or ferret four (4) months of age or older. Should the County Health Director deem it necessary that other pets be vaccinated in order to prevent a threatened rabies epidemic or control an existing rabies epidemic, it shall be unlawful for an owner or keeper to fail to provide vaccination for that pet.

(f) Vaccination schedule. A rabies vaccination shall be deemed current for a dog, cat or ferret if the first two (2) doses of vaccine are administered twelve (12) months apart and each subsequent booster dose of vaccine is administered according to the manufacturer's recommended schedule.

(g) Persons to administer; issuance of a certificate. All rabies vaccines shall be administered by a licensed veterinarian, a registered veterinary technician under the direct supervision of a licensed veterinarian, or a certified rabies vaccinator. A person who administers a rabies vaccine shall complete a rabies vaccination certificate in such form as is approved by the Animal Control Director pursuant to the regulations of the Commission for Public Health. An original rabies vaccination certificate shall be given to the owner of the animal that receives the rabies vaccine. A copy of the rabies vaccination certificate shall be retained by the licensed veterinarian or the certified rabies vaccinator. A copy shall also be given to the Animal Control Director.

(h) Owner or keeper to be issued rabies tag. Upon vaccination pursuant to this section, the owner or keeper of the dog, cat or ferret that has been vaccinated shall be issued a rabies tag stamped with a number and the yard for which issued and a rabies vaccination certificate.

(i) Unlawful for dog, cat or ferret not to wear rabies tag. It shall be unlawful for any dog, cat or ferret owner or keeper to fail to provide the dog, cat or ferret with a collar or harness to which a current rabies tag issued under this section is securely attached. The collar or harness, with the attached tag, must be worn at all times the animal is off its owner's property.

(j) Untagged dog, cat or ferret subject to impoundment. In addition to all other penalties prescribed by law, a dog, cat or ferret may immediately be impounded in accordance with the provisions of this section if it is found off its owner's or keeper's property not wearing a currently valid rabies tag.

(k) Unlawful to switch rabies tag. It shall be unlawful for any person to use for any animal a rabies vaccination tag issued for an animal other than the one assigned the tag.

(l) Dogs, cats or ferrets brought into County. All dogs, cats or ferrets shipped or otherwise brought into the territorial jurisdiction of this Chapter, except for exhibition purposes where the dogs, cats or ferrets are confined and not permitted to run at large, shall be securely confined and vaccinated within one (1) week after entry, and shall remain confined for two (2) additional weeks after vaccination, unless accompanied by a certificate issued by a licensed veterinarian showing the dog, cat or ferret is apparently free from rabies and has not been exposed to rabies and that the dog or cat has received a proper dose of rabies vaccine not more than six (6) months prior to the date of issuing the certificate.

(m) Animals exposed to rabies.

(1) If the Animal Control Director determines that an animal has not been vaccinated against rabies at least twenty-eight (28) days prior to being exposed to rabies from a suspected rabid animal, the animal shall be immediately euthanized unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of six (6) months at the owner's or keeper's expense.

(2) If the Animal Control Director determines that an animal with a current rabies vaccination has been exposed to rabies from a suspected rabid animal, it shall be revaccinated and returned to the owner or keeper who shall be responsible for the cost of the rabies vaccination.

(n) Health Director may declare quarantine. When reports indicate a positive diagnosis of rabies, to the extent that the lives of persons are endangered, the County Health Director may declare a county-wide quarantine for such period of time as he deems necessary. Once such emergency quarantine is declared, no dog, cat or ferret may be taken or shipped from the county without written permission of the County Health Director. During such quarantine, the County Health Director, the Animal Control Director, law enforcement officers, or other persons duly authorized by the County Health Director or Animal Control Director may seize and impound any dog, cat or ferret running at large in the county. During the quarantine period the County Health Director 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. If additional confirmed cases of rabies occur during the quarantine period, the County Health Director in his discretion may extend the quarantine period.

(o) Carcass to be surrendered to Health Department. The carcass of any animal suspected of dying of rabies, or dying while under observation for rabies, shall be submitted to the County Health Department for the implementation of appropriate diagnostic procedures

(p) Unlawful to kill or release animal under observation. It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal under observation for biting a human, or to remove such animal from the county without written permission from the County Health Director, provided that a licensed veterinarian or the County Health Director or other person duly authorized by the County Health Director, may authorize any animal to be killed for rabies diagnosis.

(q) Unlawful to fail to surrender animal. It shall be unlawful for any person to fail or refuse to surrender any animal for confinement or destruction as required in this Article, when demand is made therefore by the County Health Director, the Animal Control Director or any law enforcement officer.

(r) Unlawful to fail to provide proof of vaccination. It shall be unlawful for any person to fail or refuse to provide proof of rabies vaccination for any animal that they own or control when request is made therefore by the Animal Control Director or his designee, the County Health Director or his designee, or any sworn law enforcement officer.

(s) Animals subject to impoundment. Any animal which appears to be lost, stray, unwanted, not wearing a currently valid tax tag or a currently valid rabies vaccination tag as required by state law or this section, or not under restraint in violation of this Chapter, may be seized, impounded and confined in a humane manner in the Department's shelter. Any dog or cat that has bitten or scratched a human must be quarantined for ten (10) days, either at the home of its owner or keeper, if an Animal Control Officer

determines that the public health and safety shall be reasonably maintained by such quarantine, or otherwise in the Department's shelter or in a veterinary hospital at such owner's or keeper's expense. If such dog, cat or ferret is quarantined at the home of its owner or keeper and escapes, any Animal Control Officer shall impound such dog, cat or ferret at the Department's shelter for ten (10) days.

(t) Owner liable. Impoundment of such animal shall not relieve the owner/keeper thereof from any penalty which may be imposed for violation of this section.

(u) The County Health Director shall direct the disposition of any animal found to be infected with rabies.

Sec. 3-41. Reports of bite cases; report by veterinarian.

(a) Every physician, veterinarian or health care provider shall report to the Animal Control Director the names and addresses of persons treated for bites and scratches inflicted by animals that break the skin, together with such other information as will be helpful in rabies control.

(b) Every licensed veterinarian shall report to the Animal Control Director his diagnosis of any animal observed by him to be a suspect rabid animal.

Sec. 3-42. Records.

The Animal Control Director shall keep or cause to be kept:

(1) an accurate and detailed record of the licensing, impounding and disposition of all live animals, fowl and domestic birds coming into his custody and any dead dogs or cats picked up that possess rabies tags or county license; and

(2) an accurate and detailed record of all bite cases reported to him, with a complete report of the investigation or disposition of each case.

Sec. 3-43. Interference.

No person shall interfere with, hinder, delay or obstruct any Animal Control Officer or authorized representative of the county in the performance of any duty under this Article or seek to release any animal in the custody of the Animal Control Department or its shelter impounded pursuant to this Article, except as provided by law.

Sec. 3-44 through Sec. 3-49. Reserved.

ARTICLE V. LICENSING OF DOGS AND CATS, EFFECTIVE JANUARY 1, 2013

Sec. 3-50. License for dogs and cats.

(a) It shall be unlawful for any person to own, possess or have under his control any dogs or cats, or any combination thereof, over four (4) months of age, without obtaining an annual privilege license for each such animal from the veterinarian administering the rabies vaccination for the animal or the Cumberland County Animal Control Department, as provided in this Article.

(b) The annual privilege license shall be assigned the same number as the rabies vaccination certificate for each animal and shall be registered with the Animal Control Department at the time of each annual rabies vaccination for the animal. The annual privilege license fee shall be paid to the Animal Control Department at the time of each rabies vaccination. For rabies vaccinations of three (3) years duration, the annual privilege license fee shall be due on the annual anniversary date of the vaccination. It shall be the responsibility of the Animal Control Department to notify owners with privilege license fees due in the second and third year of a three (3) year rabies vaccine.

(c) All veterinarians administering rabies vaccinations shall issue the privilege license and collect the privilege license fee at the time of the vaccination and remit the registration and fee to the Cumberland County Animal Control Department with the rabies vaccination certification in accordance with such procedures and using such forms as established by the Animal Control Director from time to time. A participating veterinarian shall retain an administrative fee as established by the Cumberland County Board of Commissioners from time to time.

(d) The Animal Control Director shall be responsible for the administration of the privilege licensing of dogs and cats and for the collection of all privilege license fees not collected and/or remitted by participating veterinarians.

Sec. 3-51. Terms of license; exemption.

(a) The license issued under this Article shall be renewed every year, upon proof of rabies vaccination.

(b) County residents who are sixty-five (65) years of age or older may obtain a permanent license for up to three cats or dogs, or any combination thereof, at no cost; provided that this permanent license shall be limited to no more than three animals per household. County residents may obtain a permanent license at no cost for a bona fide seeing-eye or aid dog.

Sec. 3-52. Issuance of records.

(a) The rabies vaccination tag shall constitute the privilege license tag for all dogs and cats registered for the privilege license and for which the privilege license fee has been paid. The tag shall be of durable material and shall be designed to be easily fastened or riveted to the animal's collar or harness. The tag number shall be registered with the Animal Control Department.

(b) The Animal Control Department shall maintain records of licensed dogs and cats and such records shall be open to public inspection.

Sec. 3-53. Fastening of tags to collar or harness.

Each person who owns or maintains a dog or cat that is primarily kept, kenneled or otherwise located in the county shall affix to such dog or cat the following identification:

(1) a durable tag securely affixed to a collar or harness which is securely buckled or otherwise securely joined so that it cannot be removed unless unbuckled; the tag shall contain the name and address of the owner of the dog or cat or a number registered with the Animal Control Department; or

(2) an implanted computer chip capable of being scanned by a chip reader.

Sec. 3-54. License fee in addition to other fees.

The privilege license fee shall be in an amount established by the Cumberland County Board of Commissioners from time to time and shall be in addition to any fee in the fee schedule adopted pursuant to this Chapter.

Sec. 3-55. Use of revenues collected from license fees.

The revenues collected for the licensing or adoption of dogs and cats shall be specifically expended for physical improvements to the animal shelter or the equipment of the Animal Control Department, for the cost of administration and enforcement of this Chapter, and for costs associated with public education programs and activities.

Sec. 3-56. Transfer of cats and dogs.

(a) When ownership of a dog or cat is transferred within the county's jurisdiction, the new owner will have thirty days to obtain a new privilege license for the animal.

(b) When ownership of a dog which has been declared dangerous or potentially dangerous under Article III of this Chapter is transferred within the county's jurisdiction, the previous owner shall within three (3) business days notify the Animal Control Department and provide the name and address of the new owner. The new owner shall:

(1) Immediately register the dog with the Animal Control Department; and

(2) Insure that the requirements of this Chapter for maintaining a dangerous or potentially dangerous dog are complied with prior to the dog being relocated to the new owner's property.

Sec. 3-57. Non-applicability of Article.

The provisions of this Article shall not apply to cats or dogs in the custody of a veterinarian, or whose owners are non-residents visiting in the county for a period not exceeding thirty (30) consecutive days.

Sec. 3-58 - 3-59. Reserved.

ARTICLE VI. INJURED ANIMAL STABILIZATION FUND

Sec. 3-60. Control of injured animals; stabilization fund.

(a) Any Animal Control Officer or law enforcement officer is authorized to take possession of any seriously injured dog, cat, wildlife, livestock, bird or other animal which has suffered a painful and potentially mortal injury and which is found in any location open or accessible to the public, any public or private vehicular right of way, or apparently off the property of its owner. Any such animal which does not have a current rabies tag or identification tag shall be conclusively presumed abandoned for purposes of this Article.

(b) Any Animal Control Officer or law enforcement officer finding any such animal shall make reasonable efforts to locate the owner of any such animal. If the owner is promptly located, the owner shall immediately seek veterinary care of the animal or shall authorize such officer to humanely euthanize such animal. If the owner cannot be promptly located or contacted, the Animal Control Officer or law enforcement officer is authorized, in his or her discretion, to humanely euthanize such animal in an emergency situation where safe, humane transport of the animal is not possible, or promptly transport such animal to a veterinarian participating in the Injured Animal Stabilization Fund for stabilization of such animal's injuries. Every owner of any animal so found shall conclusively be presumed to have irrevocably appointed any such officer, or veterinarian participating in the Injured Animal Stabilization Fund, his or her authorized agent for any purposes under this Article. Every such owner also shall be deemed to have released any officer, or veterinarian participating in the Injured Animal Stabilization Fund, from any cause of action or claim arising out of or related to any action such officer or veterinarian may take under this Article, except for actions which constitute gross negligence.

(c) Each Animal Control Officer or law enforcement officer acting under this Article shall within a reasonable time report to the Animal Control Director the nature and extent of the injuries of each such animal and the disposition thereof. The Animal Control Department shall maintain a record of the nature and extent of each such animal's injuries and of the disposition thereof.

(d) There is hereby established the Cumberland County Injured Animal Stabilization Fund, to which contributions, grants, donations, or restitution may be made for the purpose of reimbursing veterinarians agreeing to participate with the Fund in stabilizing the injuries of injured animals transported to them for stabilization under this Article. The Director may solicit or raise funds for the Fund. The Fund shall be administered by a committee which shall include the Cumberland County Finance Officer or his or her designee and a veterinarian designated by the Cumberland County Animal Control Board. Funds shall be disbursed from the Fund by the Finance Officer under guidelines established by the committee.

(e) Any Animal Control Officer or law enforcement officer, or any veterinarian to which an injured animal may be transported under this Article for stabilization of injuries, shall be deemed to be an authorized agent of and acting on behalf of Cumberland County and its Animal Control Department pursuant to the authority of this Article. Any such officer or veterinarian acting pursuant to this Article shall be entitled to all the defenses, immunities and rights afforded by law or available to Cumberland County and its officers, employees or agents.

(f) If any owner of an animal transported under this section to a veterinarian participating in the Injured Animal Stabilization Fund shall subsequently be identified by the Animal Control Department, he or she shall make restitution to the Fund of the amount disbursed by it to the participating veterinarian.

Sec. 3-61 through Sec. 3-69. Reserved.

ARTICLE VII. MISCELLANEOUS.

Sec. 3-70. Keeping chickens or rabbits - Sanitation requirements.

It shall be unlawful to keep, house or pen chickens or rabbits on premises which fail to meet sanitary standards established by the Cumberland County Board of Health.

Sec. 3-71. Stables to be kept clean.

Every stable or other place where cattle, horses or animals are kept shall be maintained at all times in a clean and healthful condition.

Sec. 3-72. Grazing animals.

It shall be unlawful for any owner or keeper to stake or graze any cow, horse or other animal in any park, cemetery or other public place or near any public sidewalk. This section shall not apply to horses used by any law enforcement agency for mounted patrol.

Sec. 3-73. Disposition of dead animals.

The owner of any animal dying from any cause within the jurisdiction of the county shall cause the same to promptly be buried in a sanitary manner within 24 hours after such owner has knowledge of such death.

Sec. 3-74. Selling live animals in public rights of way and other public property prohibited.

It is unlawful to sell, auction, trade, barter, and display for commercial purposes or give away any live animal within the right of way of any public highway, commercial parking lot, garage sale, flea market, festival, park, community center, public vehicular area, public sidewalk, public property or street within Cumberland County. The Animal Control Department may immediately take custody of and impound any live animals found being sold in violation of this section. This section shall not apply to any animal welfare organization or humane society qualified under Section 501(c)(3) of the Internal Revenue Code acting pursuant to a permit issued by the Animal Control Director, which permit may be conditioned on reasonable conditions to assure the health, welfare and safety of the animals being sold, auctioned, traded, bartered, displayed or given away.

(Amended June 17, 2013)

Sec. 3-75 Provisions only applicable within the corporate limits of any municipality in which this ordinance is applied.

(a) No hogs, pigs, swine, or animals of the porcine family shall be kept within the corporate limits of any municipality in which this ordinance is applied.

(b) No horse, mule, pony, cow, or goat shall be stabled or housed within one hundred (100) feet of any dwelling house, school, church, or eating establishment within the corporate limits of any municipality in which this ordinance is applied.

(c) No more than ten (10) chickens or rabbits shall be kept, housed, or penned at a dwelling or on the lot on which such dwelling is located within the corporate limits of any municipality in which this ordinance is applied.

(e) No cow, horse, or other animal shall be tethered or permitted to graze or stand within thirty (30) feet of any wall, or within fifty (50) feet of the front door, of any residence within the corporate limits of any municipality in which this ordinance is applied. This subsection shall not apply to horses used by any law enforcement agency for mounted patrol.

(f) For the purpose of Sec. 3-15 of this ordinance, “nuisance” also includes the habitual accumulation of animal feces on the owner’s property in locations or amounts that produce odors that can be perceived from adjoining properties, within the corporate limits of any municipality in which this ordinance is applied.

(g) For the purpose of Sec. 3-36(5) of this ordinance, the owner of a dangerous dog shall erect a sign with the dimensions provided in that section, unless municipal sign regulations provide more stringent requirements for such warning signs in terms of size, height, and placement, within the corporate limits of any municipality in which this ordinance is applied.

(h) For the purpose of Sec. 3-70 of this ordinance, it shall be unlawful to keep, house, or pen chickens or rabbits on premises which fail to meet sanitary standards established by the Cumberland County Board of Health or the code enforcement department of any municipality within the corporate limits in which this ordinance is applied.

Sec. 3-76 through Sec. 3-79. Reserved.**ARTICLE VIII. ENFORCEMENT.****Sec. 3-80. Enforcement, generally.**

- (a) The primary responsibility for the enforcement of this Chapter shall be vested in the Animal Control Department.
- (b) Any person authorized to enforce this Chapter may do so by issuing a notice of violation or civil penalty citation, or by applying to the General Court of Justice for a temporary restraining order, a preliminary injunction, a permanent injunction or an order to abate a nuisance, as may be appropriate in the circumstances.
- (c) Upon information made known to or complaint lodged with the Animal Control Department that any owner, possessor, or custodian of any dog or animal is in violation of this Chapter, an Animal Control Officer may investigate the complaint to determine whether to issue a notice of violation (civil citation) requiring the owner, possessor or custodian of the dog or animal to pay the stated civil penalty and abate the nuisance specified or whether to take such other enforcement action as may be authorized under this Chapter.
- (d) If the owner, possessor or custodian of any dog or animal is not known and the dog or animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or another's property without that property owner's permission, in violation of this Chapter, the dog or animal shall be impounded in the animal shelter.
- (e) Any decision of the Animal Control Director or his designee to seize or impound any animal, other than a decision made pursuant to the provisions of Article III, may be appealed to the Animal Control Board for review and final decision upon the owner or keeper of such seized or impounded animal giving written notice of appeal within three business days of receiving notice of the Director's decision. The Animal Control Board shall afford the opportunity for a hearing to any person giving notice of appeal and shall conduct the hearing for the purpose of either affirming, reversing, or modifying the decision of the Director.

Sec. 3-81. Penalties for violations.

- (a) Any violation of this Chapter shall subject the offender to a civil penalty to be recovered by the Animal Control Department in a civil action in the nature of a debt, to include the cost of abating a public nuisance. Any costs of abatement and civil penalties shall be paid within seven days of issuance of a notice of violation. Each day's continuing violation shall be a separate and distinct offense.
- (b) A notice of violation shall specify the nature of the violation and the sections of this Chapter violated, and further notify the offender that the civil penalty specified therein shall be paid to the Animal Control Director at the animal shelter within seven days.
- (c) Unless otherwise provided in this Chapter, the civil penalty for a violation of this Chapter, shall be \$100 for a first violation or for a violation more than 12 months after a previous violation. For subsequent violations within twelve (12) months of a previous violation, the penalty shall be \$200 for a second violation and \$300 for a third or subsequent violation within a twelve-month period of the first violation.
- (d) In addition to the civil penalties prescribed in this section, any violation of this Chapter, also designated as Chapter 3 of the Cumberland County Code, shall also constitute a Class 3 misdemeanor punishable by a fine of not more than \$100 and imprisonment of not more than 20 days.

Sec. 3-82. Severability.

- (a) If any section, sentence, clause or phrase of this Chapter is, for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter.
- (b) The Board of Commissioners intends, and it hereby ordains, that the provisions of this ordinance shall become and be made part of the Code of Ordinances of Cumberland County, North Carolina, and the sections may be renumbered to accomplish such intention.
- (c) This ordinance shall become effective July 1, 2012.

Ordained this the ___ day of June, 2013, by the Cumberland County Board of Commissioners.

JIMMY KEEFE, Chairman
Cumberland County Board of Commissioners

ATTEST:

Candice H. White, Clerk to the Board

Durham County Information

**CHAPTER 4 OF THE
DURHAM COUNTY CODE OF ORDINANCES
ANIMALS**

WHEREAS, the North Carolina Legislature has, through Article 6 of Chapter 153A of the North Carolina General Statutes, delegated to counties the power to regulate by ordinance acts, omissions or conditions detrimental to the health safety and welfare of its citizens and the peace and dignity of the county; and

WHEREAS, the Commissioners of the County of Durham, pursuant to their authority granted under Article 6 of Chapter 153A of the North Carolina General Statutes, enacted an Animal Ordinance to regulate acts, omissions and conditions detrimental to the health safety and welfare of its citizens and the peace and dignity of the County; and

WHEREAS, the Commissioners of the County of Durham wish to amend the Animal Ordinance to address concerns of the public health safety and welfare and in furtherance thereof hereby addresses animal waste removal on public and private property by amending Article VI, Animal Nuisance to include section 4-140, entitled Removal of Canine Waste.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS FOR THE COUNTY OF DURHAM DOETH ORDAIN:

- 1) This Chapter 4, of the Durham County Code of Ordinances is hereby amended to read as follows:

Sec. 4-1. - Authority.

This chapter is established pursuant to the following grants of statutory authority:

- (1) G.S. 153A-121 which delegates to counties the power to regulate by ordinance, acts, omissions or conditions detrimental to the health, safety or welfare of its citizens and the peace and dignity of the county.
- (2) G.S. 153A-123 which authorizes counties to levy fines and penalties for violation of its ordinances and allows counties to secure injunctions and abatement orders to further ensure compliance with its ordinances.
- (3) G.S. 153A-127 which authorizes counties to define and prohibit the abuse of animals.
- (4) G.S. 153A-131 which authorizes counties to regulate, restrict or prohibit the possession or harboring of animals which are dangerous to persons or property.
- (5) G.S. 153A-442 which authorizes counties to establish, equip, operate and maintain animal shelters.
- (6) G.S. 153A-153 which authorizes counties to levy an annual license tax on the privilege of keeping dogs and other pets within the county.
- (7) G.S. 130A-192 which authorizes officers to determine if there are any dogs and cats not wearing valid rabies vaccination tags.

- (8) G.S. 67-4.1(ff) which authorizes the designation of a person or board to be responsible to declare a dog dangerous or potentially dangerous.
- (9) G.S. 19A-45 which authorizes counties to appoint one or more animal cruelty investigators.
- (10) G.S. 130A-186 which authorizes the local health director to appoint one or more certified rabies vaccinators.

(Ord. of 6-11-12, § 1)

Sec. 4-2. - Purpose and objective.

This chapter is established for the following purposes and objectives:

- (1) Animal license. To establish rules and procedures for licensing a dog or cat.
- (2) Animal abuse. To define and prohibit the abuse of animals.
- (3) Rabies. To protect citizens and other animals of the county from rabies transmitted by unconfined, uncontrolled or unimmunized dogs, cats or other animals.
- (4) Animals at large. To regulate, restrict and prohibit the running at large of any domestic animals.
- (5) Stray animals. To regulate, restrict or prohibit the keeping of any stray domestic animals.
- (6) Animal nuisance. To regulate animals that may be a nuisance.
- (7) Exotic animals and dangerous animals. To regulate, restrict or prohibit the harboring or keeping or ownership of exotic animals and dangerous animals.
- (8) Impoundment of animals. To regulate and establish procedures for the impoundment and confinement of animals.
- (9) Redemption of impounded animals. To regulate and establish procedures for redeeming animals impounded in the county's animal shelter.
- (10) Destruction of animals. To regulate and establish procedures for destroying diseased, stray, unwanted or unclaimed animals.

(Ord. of 6-11-12, § 1)

Sec. 4-3. - Sheriff of Durham County.

Authority is hereby granted to the Sheriff of Durham County to enforce this chapter pursuant to all the rights, powers, and immunities of the office of the sheriff. This chapter shall be enforced by such employees as shall be determined by the sheriff and funded by the board of county commissioners and shall be appointed and compensated in accordance with the personnel policies of the Durham County Sheriff. The sheriff, his/her deputies or other duly appointed designees and employees, shall have all the powers, authority and immunity granted by the general laws of this state and this chapter to enforce the provisions of this chapter and the laws of this state as they relate to animals and the public health and shall have the responsibility to:

- (1) Enforce all laws of the state and all ordinances of the county pertaining to animals.

- (2) Investigate all reported animal bites.
- (3) Be responsible for the seizure and impoundment, when necessary, of any animal in the county involved in a violation of this chapter or any other ordinance or state law.
- (4) Investigate cruelty or abuse of animals and protect animals within the county from cruelty and abuse.
- (5) Be empowered to seize animals pursuant to the the laws of the state and the ordinances of the county or by order of a court of competent jurisdiction of this state.
- (6) Make legal canvasses of homes, businesses and institutions within the county as necessary for the purpose of ascertaining compliance with this chapter or state statute.
- (7) Comply with record keeping obligations of the laws of this state and county as they pertain to animals.
- (8) Issue notices of violation, assess civil penalties for violations of this chapter and initiate criminal proceedings when authorized by law.
- (9) Inspect property, buildings or dwellings with the consent of the owner or occupant, or by administrative or criminal search warrant or as otherwise permitted by the laws of this state.
- (10) Be empowered to go upon private property to seize animals pursuant to the provisions of this chapter or an order of a court of competent jurisdiction of this state or as otherwise permitted by the laws of this state.

(Ord. of 6-11-12, § 1)

Sec. 4-4. - Same—Sheriff.

The sheriff or his/her designee is hereby designated by the board of commissioners as the person responsible for determining when a dog is potentially dangerous pursuant to G.S. 67-4.1(c). The sheriff or his/her designee is authorized to initiate legal action to enforce this chapter.

(Ord. of 6-11-12, § 1)

Sec. 4-5. - Same—Officers.

All persons employed by the sheriff to enforce the animal control regulations shall be considered officers of the sheriff and shall have the rights, powers and immunities granted under this chapter and by the laws of this state to enforce the provisions of this chapter and the General Statutes of North Carolina as they relate to animal control and animal welfare. Officers shall be classified as nonsworn or sworn as set forth below and shall have all the rights, powers and immunities conferred by this chapter:

- (1) Nonsworn officers are those officers of the sheriff who have not taken or successfully completed the law enforcement education and training course as prescribed by the North Carolina Criminal Justice Education and Training Standards Commission, pursuant to G.S. 17E-7 or as otherwise qualified to serve as a justice officer pursuant to G.S. 17E-8. Nonsworn officers are not authorized to carry on their person any firearms, but are authorized to store at the administrative offices occupied by the sheriff, or carry

in departmental vehicles, firearms approved for use when necessary to enforce the provisions of this chapter or other applicable law for the control of wild, vicious, dangerous or diseased animals. Nonsworn officers are authorized to store drugs, chemicals and equipment at the administrative offices occupied by the sheriff as necessary to enforce the provisions of this chapter or other applicable law for the control of wild, vicious, dangerous or diseased animals. Nonsworn officers shall not have the power of arrest, but shall have all rights, powers and immunities as described in section 4-3.

- (2) Sworn officers are officers appointed by the sheriff who either have a current certification per G.S. 17E-7 or are otherwise qualified to serve as a justice officer pursuant to G.S. 17E-8. These officers are vested with the same rights, powers and immunities granted to nonsworn officers, in addition to the rights, powers and immunities they enjoy as law enforcement officers of this state and of the sheriff.

(Ord. of 6-11-12, § 1)

Sec. 4-6. - Reserved.

Sec. 4-7. - Other officers, committees and boards.

- (a) Animal welfare advisory committee. The animal welfare advisory committee shall advise the board of commissioners and the sheriff with respect to animal welfare concerns. The animal welfare advisory committee shall be composed of seven members appointed jointly by the sheriff and by the board of commissioners to serve at the pleasure of the board of commissioners and the sheriff. The membership of this committee shall consist of at least one member of the board of administrators of the county animal protection society appointed by the board of county commissioners, at least one member who is a licensed veterinarian appointed by the sheriff, and at least one member designated by the county district attorney's office, and at least two members designated by the board of county commissioners and two members designated by the sheriff that are appointed from the general public. Members of the committee may serve two consecutive three-year terms and may resume service on the committee after a hiatus of at least one term. Members of the committee shall not be members of the dangerous dog appeal board during any portion of their term.
- (b) Dangerous dog appeal board. The dangerous dog appeal board is hereby established and designated by the board of commissioners, pursuant to G.S. 67-4.1(c), as the board responsible for hearing the appeal of dog owners who have had their dogs declared dangerous or potentially dangerous. The dangerous dog appeal board shall be composed of two members appointed by the board of commissioners from the general public and three members that are county employees to serve at the pleasure of the board of commissioners. Members of the dangerous dog appeal board shall not be members of the animal welfare advisory committee during any portion of their term.

(Ord. of 6-11-12, § 1)

Sec. 4-8. - Enforcement.

The sheriff or his/her designee and/or the county may take necessary legal steps to enforce this chapter and collect any amount for outstanding costs, fees or penalties assessed pursuant to this chapter. This chapter shall be enforced by imposing the specific sanctions, penalties, fines

and remedies described herein, by seeking injunctive relief, orders of abatement, orders of custody and any other means prescribed by statute or common law. Any violation of this chapter which does not carry a specific sanction, penalty or fine shall be punishable as a general criminal misdemeanor as defined by state law.

(Ord. of 6-11-12, § 1)

Sec. 4-9. - Sanctions and penalties.

(a) Civil penalties. Unless otherwise provided for in a particular section, the sheriff or his/her designee is authorized to assess civil penalties in the following manner:

- (1) A civil penalty of \$50.00 shall be assessed for the first violation of any provision of this chapter.
- (2) A civil penalty of \$100.00 shall be assessed for each second or subsequent violation of this chapter.
- (3) A civil penalty of \$500.00 shall be assessed for violation of any provision of this chapter by a dog that has been declared dangerous or potentially dangerous.
- (4) A civil penalty of \$150.00 shall be assessed for habitual violations, as defined herein, of any provision of this chapter, other than a violation of article VIII.

A civil penalty is due and owing upon assessment. Surrender of an animal or failure to redeem an animal shall not relieve the owner of responsibility for payment of any outstanding civil penalty that was assessed prior to the animal being surrendered or as a result of the animal being impounded. If payment of a civil penalty is not received within five working days of issuance, legal proceedings may be initiated to recover the amount of the penalty.

- (b) Seizure/impoundment. In addition to criminal or civil penalties, the sheriff and his/her designee is authorized to seize or impound an animal for violation of specific provisions of this chapter as set forth herein and in accordance with state law.
- (c) Civil remedies under this chapter are cumulative, supplemental and not exclusive, and are in addition to the fines, penalties and forfeitures set forth in the criminal laws of this state as punishment for violation of the penal laws of this state and any applicable county ordinances. Each day of continuing violation shall constitute a separate violation.

(Ord. of 6-11-12, § 1)

Sec. 4-10. - Interference with officers.

- (a) It shall be unlawful for any person to interfere with, hinder or molest the sheriff or his/her designees while in the performance of any duty associated with enforcement of this chapter. Violations of this section shall be punished criminally.
- (b) It shall also be unlawful for any person to seek to release, attempt to release, or to release any animal in the custody of the animal control division, except as otherwise specifically provided in this chapter. Violations of this section shall be punished criminally.

(Ord. of 6-11-12, § 1)

Sec. 4-11. - Method of service and return of notices.

Unless otherwise specified in this chapter, all notices or civil penalties required by this chapter to be sent or delivered shall be made by personal service; certified mail; or affixing the notice to the last known residence and first class mail.

(Ord. of 6-11-12, § 1)

Sec. 4-12. - Appeal procedures.

- (a) Any owner affected by a declaration of dangerous dog shall have the rights of appeal enumerated in G.S. 67-4.1 and pursuant thereto may file a request for appeal with the dangerous dog appeal board at the office of the county clerk to the board, 200 East Main Street, Durham, N.C., 27702.
- (b) All testimony offered at an appeal hearing held pursuant to this chapter shall be given under oath and recorded by tape recording or any other reasonable manner. The hearing shall be open to the public and the person requesting the appeal may be represented by an attorney.
- (c) The sheriff or his/her designee shall have the burden of proving that this chapter has been violated. The person requesting the appeal will be given an opportunity to prove that this chapter has not been violated. The sheriff or his/her designee will be given a final opportunity to clarify any conflicts, ambiguities or inconsistencies created by or arising from the statements or evidence. The dangerous dog appeal board may ask questions at any time during the appeal hearing and may request additional evidence from either party. Any sanctions or penalties imposed shall be enforceable during the pendency of any appeal.

(Ord. of 6-11-12, § 1)

Sec. 4-13. - Definitions.

Abandon means to intentionally, knowingly, recklessly, or negligently leave an animal at a location without providing for the animal's care.

Adequate shelter means an enclosure having at least three solid sides, a roof and a floor, that remains dry inside, is ventilated and has sufficient room for an animal to move about freely and lie down comfortably and promotes the retention of body heat.

Animal means every nonhuman species, both domestic and wild.

At large means any animal found off of the property of its owner and not under restraint, or any animal previously determined to be dangerous or potentially dangerous that is not confined to a secure enclosure while on the property of its owner. This definition shall exclude any dog, which is in a dog park. This definition shall exclude any dog being used by a law enforcement officer while carrying out the law enforcement officer's official duties.

Attended leash means that the tethered dog is in visual range of the responsible party, and the responsible party is located outside with the dog.

Bite means the act of an animal seizing flesh with its teeth or jaws, so as to tear, pierce or injure the flesh.

Board of commissioners means the Durham County Board of County Commissioners.

Cats means any and all domestic felines.

City means the City of Durham, North Carolina.

Confinement means impoundment within the county's animal shelter or other appropriate facility.

County means Durham County, North Carolina.

Cruelty and cruel treatment means every act, omission, or act of neglect whereby unjustifiable pain, suffering or death is caused or permitted, or attempted to be caused or permitted against animals, as well as acts or attempted acts of teasing, molesting, baiting or trapping of animals unlawfully.

Dog park means an area or tract designated by the owner of the property to be a place in which a dog or dogs are not required to be under restraint. The area or tract designated by the owner of the property must be a secured enclosure. The owner of the property shall post in a conspicuous place and manner a sign on the outside of the enclosure, which designates the area or tract as a dog park.

Dogs means any and all domestic canines.

Exotic animal means a species of animal not indigenous to this state. The term specifically does not include animals of a species customarily held in this state as ordinary household pets, animals of a species used in the state as a domestic farm animal, fish, birds, nonvenomous insects, nonvenomous reptiles and species that are deemed inherently dangerous under article XII of this chapter or regulated by the North Carolina Wildlife Resource Commission.

Feral cat means a domestic cat which has adapted to survive in the wild, is homeless and ownerless, and having descended from stray and possible generations of abandoned house pets.

Flood-prone area means an area in which two or more inches of standing water is likely to accumulate during a period of normal rainfall.

Habitual violation means three or more violations of this chapter in the past three years and the most recent violation was within the past 12 months.

Impoundment means possession or seizure of an animal by the sheriff and his/her designees for placement in the county's animal shelter or other appropriate facility.

In estrus means a female animal in what is commonly called "heat".

Livestock shall include, but shall not be limited to, equine animals, bovine animals, sheep, goats, llamas, and swine as set forth in G.S. ch. 68, art. 3.

Microchip refers to a tiny permanent identification system, implanted under the animal's skin and read by a chip scanner which identifies the owners name and address which is available on regional or national data bases. Implantation is done with an injector that places the chip under the loose skin over the animal's shoulder.

Nuisance means any act of an animal that annoys or disturbs rights and privileges common to the public or enjoyment of private property. The commission on more than one occasion of the following acts shall be evidence of a nuisance:

- (1) Gets into or turns over garbage containers.

- (2) Walks on and/or sleeps on automobiles of another.
- (3) Damages gardens, foliage or other real or personal property.
- (4) Continuously or frequently roams or is found on the property of another.
- (5) Is maintained in an unsanitary condition so as to be offensive to sight or smell.
- (6) Is not confined to a building or secure enclosure while in estrus.
- (7) Chases, snaps at, attacks, or otherwise molests pedestrians, bicyclists, motor vehicle passengers, farm stock, or domestic animals.
- (8) Urinates on private property without the permission of the owner.
- (9) Is diseased or dangerous to the health of the public.
- (10) Is maintained outside less than 15 feet from a public street, road, or sidewalk and poses a threat to the general safety, health, and welfare of the general public.

Owner means any person, group of persons, firm, partnership, or corporation owning, keeping, having charge of or taking care of an animal or allowing an animal to remain on his/her property.

Owner's property means that area described in a deed of conveyance or the area described in a lease. In a situation involving townhomes or condominiums, the common areas will be treated as being owned by the homeowner's association. In a situation involving leased apartments, the common areas will be treated as being owned by the lessor/property owner.

Person means any human being, firm, partnership, or corporation, including any nonprofit corporation.

Pet shop means a business or enterprise, that acquires for the purpose of resale animals bred by others whether as owner, agent or on consignment and sells, trades or offers to sell or trade such animals to the general public at retail or wholesale.

Rabies vaccinator means a person appointed and certified to administer rabies vaccine or a licensed veterinarian.

Restraint means a secure enclosure located on the owner's property, attended leash, or electronic device of sufficient strength which allows the owner to maintain control of an animal. Voice command is not recognized as adequate restraint.

Secure enclosure unless otherwise specifically defined herein, means an enclosure from which an animal cannot escape by means of digging under or jumping over the enclosure, or otherwise becoming free unless freed by the owner. A motor vehicle shall not constitute a secure enclosure.

Stray, lost, or unwanted means any animal found within the county wandering at large which does not have identification of an owner.

Tethering means tying out or fastening a dog outdoors on a rope, chain or other type of line for holding a dog. This shall not include tying out or fastening a dog outdoors on an attended leash.

Vaccination means the administration of rabies vaccine by a licensed veterinarian or by a certified rabies vaccinator.

Wild animal means any animal that is or once was native to this state or any species of wild bird which naturally occurs or historically occurred in this state, being native or migratory.

Working days means any day of the week excluding Saturday, Sunday and legal holidays. If the last day of the time period specified herein, shall fall on a Saturday, Sunday or legal holiday, then the action required shall be undertaken on the next day that is not a Saturday, Sunday or legal holiday.

(Ord. of 6-11-12, § 1)

Sec. 4-14. - Jurisdiction.

This chapter shall be effective within the corporate limits and extraterritorial jurisdiction of any municipality within the county that shall so agree by appropriate resolution.

(Ord. of 6-11-12, § 1)

Secs. 4-15—4-35. - Reserved.

ARTICLE II. - RABIES CONTROL ^[2]

Footnotes:

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Editor's note—An ordinance adopted June 24, 2013, §§ 1, 2, amended art. II, entitled "Licensing of Animals and Rabies Control", inasmuch by renaming said article, as set out herein and deleting §§ 4-36—4-38, which pertained to animal licensing and exemptions. Former §§ 4-36—4-38 derived from an ordinance adopted June 11, 2012, § 1.

Secs. 4-36—4-38. - Reserved.

Sec. 4-39. - Rabies control.

- (a) Every owner shall comply with the requirements of G.S. 130A-184 et seq., and other applicable state laws concerning rabies control.
- (b) If an owner of an animal fails to produce proof of rabies vaccination or fails to have the animal vaccinated, after having been issued a notice to vaccinate pursuant to G.S. 130A-192, the sheriff and his/her designees may enforce applicable state laws and county ordinances.
- (c) The owner may consent to allow an officer, who is also a certified rabies vaccinator, to vaccinate the animal.
 - (1) The owner shall be responsible for all costs associated with the officer's effort to vaccinate the animal.
 - (2) If an owner fails to pay the costs of having the animal vaccinated, the county may commence legal proceedings to recover these costs.
- (d) Nothing in this article shall be construed to preclude any criminal remedy available under the laws of the State of North Carolina or the United States, or the pursuit by any person, of civil or criminal remedies available under said laws.

(Ord. of 6-11-12, § 1)

Sec. 4-40. - Bites.

- (a) Every owner of an animal that has bitten a human being, or any person bitten by an animal, or any health care worker treating someone who has been bitten by an animal shall comply with the reporting requirements of G.S. 130A-196 or G.S. 130A-198 and other applicable state laws concerning animal bites.
- (b) An animal that is confined to the animal shelter pursuant to the provisions of G.S. 130A-196 or G.S. 130A-198 shall become the property of the county if the owner does not redeem the animal within 24 hours following the last day of the ten-day confinement period required by statute.
- (c) The owner of an animal confined at the animal shelter pursuant to this section shall be responsible for the costs of caring for the animal while at the shelter and all fees shall be paid at the time of redemption.
- (d) Surrender of an animal or failure to redeem an animal shall not relieve the owner of responsibility for payment of any outstanding medical costs, penalties and fees that have accrued as a result of the animal being confined at the animal shelter.

(Ord. of 6-11-12, § 1)

Secs. 4-41—4-60. - Reserved.

ARTICLE III. - ANIMAL ABUSE

Sec. 4-61. - Exemptions.

This article shall not apply to agencies conducting biomedical research or training, the production of livestock or poultry for sale as a consumer product and the lawful destruction of any animal for the purpose of protecting livestock, poultry or humans.

(Ord. of 6-11-12, § 1)

Sec. 4-62. - General care; prohibited acts.

All animals shall be kept and treated under sanitary and humane conditions and it shall be unlawful for any person to engage in one or more of the following acts:

- (1) Failure to provide adequate food. All animals, unless otherwise indicated in this chapter, shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff in a container suitable for the age and species of the animal and sufficient to maintain a healthful level of nutrition.
- (2) Failure to provide adequate water. All animals shall have constant access to a supply of clean, fresh, potable water or a supply of clean, fresh potable water provided at suitable intervals. If access is not constant, then adequate amounts of water must be provided at least twice in a 24-hour period. If water is provided at intervals, it must remain in the animal's enclosure for at least one hour during each interval.
- (3) Failure to provide adequate shelter. All animals shall be provided with adequate shelter from the weather at all times. Examples of inadequate shelter include, but are not limited to the following:

- a. Underneath outside steps, decks and stoops.
 - b. Underneath houses.
 - c. Inside or underneath motor vehicles.
 - d. Inside metal or plastic barrels.
 - e. Inside cardboard boxes.
 - f. Inside temporary animal carriers or crates.
 - g. Shelters located in flood-prone areas.
 - h. Shelters surrounded by waste, debris, obstructions, or impediments that may endanger an animal.
- (4) Failure or refusal of any owner in contact with or having knowledge of a sick, diseased or injured animal to provide proper medical treatment for the animal or notify the sheriff and his/her designees of the condition. A sick animal shall go no longer than 24 hours without veterinary care.
- (5) Animal abuse. Examples of animal abuse include, but are not limited to the following:
- a. Allowing a collar, rope, or chain to become embedded in or cause injury to an animal's neck.
 - b. Allowing a choke or pinch collar to be used as a primary collar when the animal is left unsupervised.
 - c. Allowing a dog or cat to be left outside in inclement weather or extreme temperatures without adequate shelter.
 - d. Intentionally allowing animals to engage in a fight.
 - e. Allowing animals to be kept in unsanitary conditions.
 - f. Allowing animals to be kept in crowded conditions. As to dogs, less than 100 square feet of unobstructed area per each dog weighing 20 pounds or under, less than 200 square feet of unobstructed area per each dog weighing greater than 20 pounds. This subsection shall not apply to licensed boarding facilities, licensed pet stores, veterinary care, and grooming facilities.
 - g. Permitting any exhibit, function, or activity where animals are being cruelly treated or animals run the risk of causing injury to the public or themselves. The sheriff and his/her designees may inspect and close down public exhibits of animals which are part of fairs, carnivals, festivals, fundraising events, petting zoos and any other activity or function carried out in the county if it is determined that animals are being cruelly treated, abused or run the risk of causing injury to the public or themselves.
- (6) Tethering of a dog except under the following circumstances:
- a. Tethering for a period not to exceed seven consecutive days while actively engaged in:
 - 1. Shepherding or herding livestock.

2. Lawful dog activities such as hunting training and hunting sporting events, field and obedience training, field or water training, law enforcement training, veterinary treatment and/or the pursuit of working or competing in these legal endeavors.
 3. Meeting the requirements of a camping or recreational area.
- b. When participating in recognized exempt activities or when a dog is on an attended leash, tethered dogs shall be attended by a responsible person and shall be tethered in a manner that does not cause unjustifiable pain, suffering, or risk of death. Tethers must be made of rope, twine, cord, or similar material with a swivel on one end or must be made of a chain that is at least ten feet in length with swivels on both ends and which does not exceed ten percent of the dog's body weight. All collars or harnesses used for the purpose of tethering a dog must be made of nylon or leather.
- (7) Carrying or causing to be carried in or upon the open area of a truck or other motor vehicle any animal that is not secured in an animal carrier or by a harness or other device, such that the animal cannot fall from, jump from or be thrown from the vehicle.
 - (8) Failure or refusal to report injured or killed domestic animals.
 - a. All persons who injure or kill a domesticated animal by running over, into or otherwise coming into contact with such animal with an automobile, motorcycle, bicycle or other vehicle shall notify the owner of the animal immediately.
 - b. If the owner is unknown, the person who injured or killed the animal shall immediately notify the police department if the injury or death occurred in the city, or the sheriff's office if the injury or death occurred in the county by giving his or her name and address, a description of the animal and the location of the incident.
 - (9) Unless otherwise permitted by law, giving away or offering any animal as a prize, premium or advertising device for or as an inducement to enter any contest, game or other competition involving skill or chance, or auctioning, raffling or otherwise offering as a prize or premium any animal for fundraising or charitable purposes.
 - (10) Displaying any dog or cat on public property for the purpose of selling or giving the animal away. This subsection shall not apply to the display of animals in a pet shop, commercial kennel, veterinarian's office, or display by a nonprofit animal welfare entity organized and operated under § 501(c)(3) of the Internal Revenue Code.

This section 4-62, is not intended, and shall not, in any manner regulate the Durham County Animal Shelter or the care of animals that fall under the exclusive province of federal or state laws.

(Ord. of 6-11-12, § 1)

Sec. 4-63. - Sanctions, penalties, fines, remedies.

Any person who fails, refuses or otherwise violates this article shall be subject to the following sanctions or penalties:

- (1) Pursuant to G.S. 19A-1, 19A-2, 19A-3, and/or 19A-4, an officer may obtain an order to take possession of the animal.
- (2) If the conditions pose an immediate threat to the health or safety of the animal or the public, an officer may summarily seize the animal in accordance with state law, or to terminate an ongoing criminal offense.
 - a. A notice of seizure describing the exigent circumstances warranting the seizure shall be left with the owner or affixed to the premises or other property from whence the animal was seized.
 - b. If the owner fails to redeem the animal within the time limit provided by this chapter, the county may initiate an action in district court for permanent custody of any animal impounded. The costs of caring for the animal pending final determination of court proceedings shall be charged against the owner.
- (3) If it is determined by the officer that the animal is not in immediate danger, or the problem which gives rise to the inadequate treatment or abuse can be corrected within 72 hours, the officer may, in lieu of subsections (1) or (2) above, issue a written notice of violation directing the owner or possessor of the animal to correct the problem within 72 hours. If the condition or problem is not corrected within 72 hours, the animal control officer may take action as outlined in subsections (1) or (2) above.
- (4) Notwithstanding the other provisions and sanctions of this article, the officer may issue a civil penalty for violation of any provision of this section in accordance with section 4-9.
- (5) Violation of state law. When it has been determined by the officer that there has been a violation of one or more provisions of state law regarding cruelty to animals, including G.S. 14-360, the officer may initiate a criminal proceedings.
- (6) Failure to report. Failure to report any event for which a report is required under this article shall be subject to a civil penalty as indicated in section 4-9.

(Ord. of 6-11-12, § 1)

Sec. 4-64. - Leaving an animal in a closed vehicle or other enclosure.

Leaving an animal in a closed vehicle or other enclosure for such duration or at such temperatures that would cause unjustifiable pain and suffering or that is potentially harmful or life threatening to the animal is punishable as a criminal offense.

(Ord. of 6-11-12, § 1)

Secs. 4-65—4-85. - Reserved.

ARTICLE IV. - DOGS AT LARGE

Sec. 4-86. - Dogs at large.

It shall be unlawful for any person owning, keeping, possessing or maintaining a dog in this county to intentionally or negligently allow the dog to run at large.

(Ord. of 6-11-12, § 1)

Sec. 4-87. - Sanctions, fines, penalties, remedies.

- (a) An officer may seize and impound the animal, may issue a civil penalty in accordance with section 4-9 and/or enforce any applicable county code provisions and state law violations and remedies.
- (b) Nothing in this article shall prevent a private citizen from bringing an action against the owner of an animal, which has caused injury to the private citizen or his property, for damages or any other loss resulting from an animal being at large.

(Ord. of 6-11-12, § 1)

Secs. 4-88—4-110. - Reserved.

ARTICLE V. - RESERVED

Secs. 4-111—4-135. - Reserved.

ARTICLE VI. - ANIMAL NUISANCE

Sec. 4-136. - Animal creating a nuisance.

It shall be unlawful for any animal to engage in any of the acts listed in section 4-13.

(Ord. of 6-11-12, § 1)

Sec. 4-137. - Sanctions, fines, penalties, remedies.

- (a) An officer may issue a civil penalty in accordance with section 4-9 and/or enforce any applicable county code provisions and state law violations and remedies.
- (b) Nothing in this article shall prevent a private citizen from bringing an action to abate a nuisance or from bringing an action for damage, loss or injury to the private citizen or his property resulting from the animal being a public nuisance.

(Ord. of 6-11-12, § 1)

Sec. 4-138. - Reserved.

Sec. 4-139. - Intentionally or willfully causing animal to violate article.

It shall be unlawful and punishable as a criminal offense for any person to intentionally or willfully cause an animal to be a public nuisance.

Sec. 4-140. – Removal of Canine Waste

- a) Any person owning, harboring, walking, in possession of or in charge of a dog which defecates on public property, public park property, public right-of-way or any private property without the permission of the private property owner, shall remove all feces immediately after it is deposited by the dog. All feces removed in accordance with this section shall be placed in a suitable bag or other container that closes and disposed of in a lawful manner.

- b) Any violation of this section shall constitute a non-criminal violation punishable by a fine or a civil penalty in accordance with Article I of this chapter, Section 4-9, entitled: Sanctions and penalties.
- c) The provisions of this section shall not apply to a guide dog, hearing dog or service dog accompanying any person with a disability.
- d) Nothing in this article shall prevent a private citizen from bringing an action to abate a nuisance or from bringing an action for damage, loss or injury to the private citizen or his property resulting from the animal being a public nuisance.

(Ord. of 6-11-12, § 1)

Secs. 4-141—4-165. - Reserved.

ARTICLE VII. - STRAY OR ABANDONED ANIMALS

Sec. 4-166. - Notification to animal control division.

- (a) Any person who has knowledge of or keeps, feeds, harbors or possesses a stray or abandoned animal must notify the sheriff or his/her designee within 24 hours of having knowledge of the animal or the animal coming into his possession or control.
- (b) Any person required to notify the sheriff or his/her designee under subsection 4-166(a) shall provide the following information to animal control:
 - (1) The name, address and telephone number of the person completing the lost/found report.
 - (2) A description of the animal, including its color, breed, sex and age.
 - (3) The location where the animal was discovered.
- (c) Any person who gives away, sells or allows an otherwise stray or abandoned animal to be adopted without first surrendering said animal to the animal shelter shall have no authority over the animal and ownership shall remain with the previous owner to the extent the previous owner is able to be identified.

(Ord. of 6-11-12, § 1)

Sec. 4-167. - Surrender of stray animals.

- (a) Any person having knowledge of or keeping, feeding, harboring or possessing a stray animal shall surrender the animal upon demand by the sheriff or his/her designee.
- (b) All stray animals surrendered may be taken to the county animal shelter. If the owner does not redeem the animal within five working days, the animal shall become the property of the county and may be disposed of according to this chapter.

(Ord. of 6-11-12, § 1)

Sec. 4-168. - Abandoned animals.

- (a) It shall be unlawful for any person, owner or possessor to abandon an animal for any reason. The sheriff or his/her designee may impound any abandoned animal, including any animal abandoned by reason of eviction made pursuant to G.S. 42-36.2 et al. Notice of seizure shall be posted on the premises from which the animal was seized. It is the owner's responsibility to make a visual inspection of the animal shelter if he has reason to believe that his animal has been impounded at the shelter.
- (b) If an abandoned animal is not redeemed within ten working days of the date of impoundment, the animal shall become the property of the county.

(Ord. of 6-11-12, § 1)

Secs. 4-169—4-190. - Reserved.

ARTICLE VIII. - DANGEROUS AND POTENTIALLY DANGEROUS DOGS

Sec. 4-191. - Determination of dangerousness.

- (a) The sheriff or his/her designee shall determine whether a dog shall be declared dangerous or potentially dangerous pursuant to G.S. 67-4.1.
- (b) The sheriff or his/her designee will issue a written declaration of dangerousness as soon as practicable of the incident necessitating a determination of whether the dog is dangerous or potentially dangerous.
- (c) The owner of an animal which has been declared dangerous or potentially dangerous pursuant to this section has the right to appeal said determination in the manner set forth in section 4-12 of this chapter and as provided by North Carolina General Statutes.

(Ord. of 6-11-12, § 1)

Sec. 4-192. - Confinement and restraint of dangerous or potentially dangerous dogs.

- (a) It is unlawful for an owner or caregiver of a dangerous dog or potentially dangerous dog to violate the confinement requirements G.S. 67-4.2.
- (b) The sheriff or his/her designee may inspect all secure enclosures.
- (c) The owner or caregiver of a dangerous or potentially dangerous dog shall immediately notify the sheriff or his/her designee of any change in address.
- (d) The owner or caregiver of a dangerous or potentially dangerous dog shall notify the sheriff or his/her designee immediately if the dog escapes or is otherwise freed from the secure enclosure or other restraint.
- (e) The owner of a dangerous or potentially dangerous dog shall display sign(s) warning that there is a dangerous dog on the property. The sign(s) shall be conspicuously placed clearly visible from the public right-of-way or property line at an actual or customary point of entry into the premises.

(Ord. of 6-11-12, § 1)

Sec. 4-193. - Transfer of ownership.

The owner of a dog that has been declared dangerous or potentially dangerous shall immediately comply with the requirements of G.S. 67-4.2 concerning transfer of ownership.

(Ord. of 6-11-12, § 1)

Sec. 4-194. - Sanctions, fines, penalties and remedies.

In addition to criminal penalties provided by state law and civil penalties set forth in section 4-9, any person who violates this article shall be subject to the following sanctions and remedies:

- (1) If a dog which has been declared dangerous or potentially dangerous is found at large it shall be seized and impounded. If attempts to seize the dangerous or potentially dangerous dog are unsuccessful, the sheriff or his/her designee may tranquilize or destroy the animal, without prior notice to the owner. The officer shall thereafter make a good faith attempt to notify the owner of the incident.
- (2) If the dog has caused injury to a person or another animal while at large and not confined within a secure enclosure, the sheriff or his/her designee may, in addition to seizing the dog, issue to the owner a notice of intent to destroy the dog.
- (3) If an inspection of the premises where a dog which has been declared dangerous or potentially dangerous is confined reveals that the owner has not complied with state law for confining a dangerous dog, the sheriff or his/her designee may, in addition to criminal sanctions authorized by G.S. 67-4.2, issue a \$500.00 civil penalty in accordance with section 4-9 and may impound the dog at the animal shelter.
- (4) If the impounded dog is not redeemed within five working days the dog shall become the property of the county and shall be disposed of in accordance with this chapter.
- (5) Nothing in this article shall prevent a private citizen from bringing an action against the owner of an animal, which has caused injury to the private citizen or his property, for damages or any other loss resulting from the animal being dangerous or potentially dangerous.

(Ord. of 6-11-12, § 1)

Sec. 4-195. - Microchip requirements for dangerous/potentially dangerous dogs.

All dogs declared dangerous or potentially dangerous pursuant to this article must be permanently identified by a microchip implanted under the dog's skin within 30 days following the final determination of dangerousness and any appeal period allowed by state law. The owner shall supply animal control with the microchip number immediately for their records.

(Ord. of 6-11-12, § 1)

Secs. 4-196—4-220. - Reserved.

ARTICLE IX. - IMPOUNDMENT OF ANIMALS

DIVISION 1. - GENERALLY

Sec. 4-221. - Authority.

- (a) Not inconsistent with the preceding articles of this chapter and excluding feral cats, any healthy animal which appears to be lost, stray or unwanted, or any dog or cat which is impounded pursuant to any provision of this chapter, or any exotic animal which has escaped or poses the danger of escaping may be confined to the animal shelter or any other appropriate facility in a humane manner for a minimum of five working days, unless otherwise specified in this chapter, for redemption by the owner. Any animal not redeemed within five working days shall become the property of the county and shall be disposed of pursuant to this chapter.
- (b) The sheriff or his/her designee may obtain suitable board, maintenance and care from any available source for any impounded animal for which the animal shelter is not equipped to care. Unless otherwise provided herein, the owner of any animal impounded and cared for under any provision of this chapter may redeem the animal upon payment of all fees, costs and penalties authorized by this chapter.

(Ord. of 6-11-12, § 1)

Sec. 4-222. - Feral cats.

A panel of three persons designated by the animal shelter manager shall determine whether a cat suspected of being feral shall be deemed a feral cat within the meaning of this chapter. The panel must unanimously declare the cat to be feral. A feral cat shall be held for three working days for redemption by a possible owner. If the feral cat is not redeemed within three working days it may be euthanized pursuant to this chapter. If the panel cannot agree unanimously that the cat is feral, then the cat must be held for five working days.

(Ord. of 6-11-12, § 1)

Sec. 4-223. - Notice.

A good faith effort shall be made to notify known owners of impounded animals. Instructions on how to determine if an animal has been impounded shall be available at the animal shelter and shall constitute adequate notice to an unknown owner.

(Ord. of 6-11-12, § 1)

Sec. 4-224. - Boarding fees.

The animal shelter is authorized to collect the actual expenses of boarding an impounded, lost or stray animal at the animal shelter or other appropriate facility in the following amounts (per day):

- (1) Boarding fees for dogs\$12.00
- (2) Boarding fees for cats\$8.00
- (3) Boarding fees for all other domestic animals housed at the shelter\$6.00
- (4) Boarding fees for all livestock housed at the shelter\$15.00
- (5) Per day boarding fees for all other animals that cannot be housed at the shelter: Actual cost charged by third-party caregiver.

Boarding fees include the costs of food, water and shelter for the animal and do not include costs for transportation, veterinary treatment and other costs. Boarding fees must be paid at the time of redemption and are charged in addition to any other fees, costs and penalties authorized by this chapter. Boarding fees may be changed, from time to time, by the board of commissioners.

(Ord. of 6-11-12, § 1)

Secs. 4-225—4-240. - Reserved.

DIVISION 2. - REDEMPTION

Sec. 4-241. - Generally.

An owner of an animal that has been impounded may redeem the animal, except as otherwise provided by this chapter, upon compliance with the provisions of this division.

(Ord. of 6-11-12, § 1)

Sec. 4-242. - Proof and acknowledgment of ownership.

- (a) Any person attempting to redeem an impounded animal shall present proof sufficient to satisfy the sheriff or his/her designee and/or shelter personnel of ownership of the animal. Evidence of ownership may include, but is not limited to the following:
- (1) A valid animal license from Durham County or another county; or
 - (2) A valid rabies tag for the animal; or
 - (3) Ownership documents, pedigree papers, bill of sale, or any other document identifying the person as the owner of the animal; or
 - (4) Photographs of the animal with the person claiming ownership or their immediate family members.
- (b) In addition to the requirements set forth in subsection (1) above, any person attempting to redeem an animal on behalf of an owner shall present proof sufficient to satisfy the sheriff or his/her designee and/or shelter personnel that he/she is acting as an agent for the person claiming ownership.

(Ord. of 6-11-12, § 1)

Sec. 4-243. - Time limits.

Unless otherwise provided by this chapter or state law, any animal impounded at the animal shelter or other appropriate facility must be redeemed within five working days of the date of impoundment. Any person attempting to redeem an animal must appear in person at the animal shelter and make payment of redemption and other applicable costs, fees and penalties within five working days of the date of impoundment.

(Ord. of 6-11-12, § 1)

Sec. 4-244. - Payment of redemption fees and other fees, costs and penalties.

- (a) In addition to any other fees, costs or penalties authorized by this chapter, any person attempting to redeem an impounded animal must pay a redemption fee in the following amount:
- (1) First redemption\$25.00
 - (2) Second redemption\$60.00
 - (3) Third redemption\$95.00
 - (4) Fourth and subsequent redemption\$150.00
- (b) Any person attempting to redeem an impounded animal shall be required to pay all costs for transportation, veterinary treatment and other costs associated with the care of the animal, in addition to boarding and redemption fees, all outstanding license and vaccination fees, and all outstanding civil penalties. Surrender of an animal or failure to redeem an animal shall not relieve the owner of responsibility for payment of any outstanding medical costs, penalties and fees that have accrued prior to the animal being surrendered or as a result of the animal being impounded.

(Ord. of 6-11-12, § 1)

Secs. 4-245—4-260. - Reserved.

DIVISION 3. - DISPOSITION

Sec. 4-261. - Unredeemed, injured, sick or diseased animals.

- (a) An impounded animal shall become the property of the county without further notice to the owner if the owner fails to pay all amounts due at redemption or if the owner fails to redeem the animal before the time limit for redemption has expired.
- (b) Once the animal becomes the property of the county, ownership shall transfer, by operation of law, to the agency responsible for operating the Durham County Animal Shelter.
- (c) Any animal impounded, which is badly injured, sick or diseased, and has no identification shall be destroyed immediately in a humane manner. If the animal has identification, animal control shall attempt to notify the owner before disposing of such animal; but if the owner cannot be reached readily, and the animal is suffering, animal control may destroy the animal in a humane manner within its discretion.

(Ord. of 6-11-12, § 1)

Secs. 4-262—4-264. - Reserved.

Sec. 4-265. - Disposal of dead animals.

- (a) Domesticated animal. Any person who owns or possesses any domesticated animal that has died shall comply with the requirements of G.S. 106-403 regarding the burial or removal of such animal carcass. When the owner of a dead domesticated animal is unknown, the Durham County Director of General Services may provide for the removal and disposal of any dead domesticated animal located within the limits of the county, but without the limits of the city, pursuant to G.S. 106-403. All costs incurred by the county in the removal of the dead domesticated animal shall be recoverable from the owner of such animal upon

admission of ownership. Nothing in this section shall effect the department of transportation's responsibility to pick up dead animals that lie on the right-of-way.

- (b) Exotic animal. Any person who owns or possesses any exotic animal that has died shall promptly contact the Durham County General Services Department to obtain instructions for disposing of the animal.

(Ord. of 6-11-12, § 1)

Secs. 4-266—4-280. - Reserved.

ARTICLE X. - TRAPPING OF DOGS AND CATS

Sec. 4-281. - Permit required.

- (a) It shall be unlawful for any person, organization, agency or institution to trap, by cage or mechanical device, a dog or cat without a permit issued by the sheriff or his/her designee.
 - (1) The sheriff or his/her designee may issue a 30-day permit to any person, organization, agency or institution to install or maintain an approved trap or other mechanical device.
 - (2) A permit issued pursuant to this subsection may be renewable thereafter for 30 days.
- (b) It shall not be a violation of this article for a person to apprehend an animal on his property by hand; however, the person must call animal control within 24 hours of catching the animal.

(Ord. of 6-11-12, § 1)

Sec. 4-282. - Release unlawful.

- (a) It shall be unlawful for any person to release a dog or cat from a trap set by the sheriff or his/her designee or from a trap set by a person who has obtained a permit from the sheriff or his/her designee.
- (b) It shall be unlawful for any person, organization, agency or institution to release any animal within the county where the animal is likely to violate any provision of this chapter.

(Ord. of 6-11-12, § 1)

Sec. 4-283. - Sanctions, fines, penalties, remedies.

- (a) The sheriff or his/her designee may summarily seize any trap or other mechanical device from any person, organization, agency or institution who has failed to obtain a permit as required by this article.
- (b) A violation of this article is punishable as a criminal offense.

(Ord. of 6-11-12, § 1)

Secs. 4-284—4-300. - Reserved.

ARTICLE XI. - EXOTIC ANIMALS

Sec. 4-301. - Exemptions.

The following persons, organizations and institutions shall be exempt from the permitting requirements of section 4-302, of this article:

- (1) Any organization duly organized and existing under the laws of the State of North Carolina, which owns or harbors exotic animals for research or educational purposes, provided that, such institution is permitted for such animal by the U.S. Department of Agriculture and continually maintains any necessary permits from applicable state and federal agencies.
- (2) Pet shops that acquire for the purpose of resale exotic animals bred by others whether as owner, agent or on consignment and sells, trades or offers to sell or trade those exotic animals to the general public at retail or wholesale. This permitting exemption shall only apply to those animals that are held out for resale.

(Ord. of 6-11-12, § 1)

Sec. 4-302. - Permit requirements.

Unless exempt pursuant to section 4-301, every owner of an exotic animal, as defined in this chapter, shall be subject to the following regulations:

- (1) Permit required. No owner may keep an exotic animal within the territorial boundaries of the county for more than five days without first obtaining and then maintaining all permits required by the federal government, the state and the county ordinances.
- (2) Application. An owner of an exotic animal must complete an application which may be obtained from the sheriff and his/her designees for each exotic animal kept by the owner. The application, once completed, shall contain the following information:
 - a. Name, address and telephone number of the applicant, and proof of ownership of the animal including the manner that the owner came into possession of the animal and specific origin of the owner's acquisition of the animal.
 - b. If a corporation, the state of incorporation, the address of the principal office and the names and addresses of its officers.
 - c. If other than a cooperation, the name thereof, the location of its office(s) and the names and addresses of its principal officers, directors, trustees or managing officials or partners.
 - d. Statement of the applicant/owner's purpose in keeping the animal.
 - e. The place of origin of the animal or class of animal.
 - f. A description of the animal, including species.
 - g. The address of the premises where the animal will be kept.
 - h. A description of the method, materials and square footage of facilities for confinement of the animal.
 - i. Copies of all federal and state permits and licenses required for the animal.
 - j. A schedule of personnel who will service and maintain the enclosure or confinement facility.

- k. A listing of the applicant's training and experience with animals, especially the species stated on the application.
 - l. A consent form executed by the owner of the property and animal authorizing the sheriff and his/her designees to inspect the premises for compliance during the duration of the permit.
- (3) Inspection and issuance of permit and confinement requirements. Animals must be maintained in secure enclosures that are subject to inspection by the sheriff and his/her designees. The enclosures shall be designed to be escape-proof, bite-proof, and have an operable lock. Enclosures shall comply with article III of this chapter and the laws of this state. Transport containers shall be designed to be escape-proof and bite-proof.
 - (4) Permit period. The permit period shall begin with the fiscal year (July 1) of each year and shall run for a period of one year. Renewal applications for permits shall be made 30 days prior to the start of the fiscal year. An application for a new permit may be filed at any time during the year.
 - (5) Permit fee. The permit fee shall be \$75.00 per animal. This fee may be changed by the board of commissioners from time to time. The fee shall be for the fiscal year or part thereof. The permit fee shall be remitted to the county.
 - (6) Transfer of permits. Permits issued under this article are not transferable.
 - (7) Posting of permit. The owner of an exotic animal shall display the permit in a prominent place on or near the enclosure or confinement facility.
 - (8) Failure to obtain permit. Failure to obtain a permit before possessing or owning an exotic animal in the county will subject the owner to the sanctions, penalties, fines or remedies set forth in section 4-305.
 - (9) Failure to timely renew permit. Failure to renew a permit by June 1 shall subject the owner of an exotic animal to the sanctions, penalties, fines or remedies set forth in section 4-305.
 - (10) Denial of permit. Sheriff and his/her designees may deny or revoke a permit for violation of this article pursuant to the grounds in section 4-303.
 - (11) Reinstatement of permit, reinstatement fee. The sheriff and his/her designees may reinstate a revoked permit after the owner complies with this article and pays a reinstatement fee of two times the original permit fee required in subsection 4-302(5).

(Ord. of 6-11-12, § 1)

Sec. 4-303. - Grounds for denial or revocation of a permit.

The sheriff and his/her designees may refuse to issue, or renew and may revoke a permit to keep, harbor or possess an exotic animal in this county, if one or more of the following conditions exist:

- (1) Misstatement. A material misstatement in the application or renewal application.
- (2) Violation. Violation of any provision of this article.
- (3) Nonpayment of fees. Failure to pay fees or penalties required by this article.

- (4) Failure to maintain license. Failure to obtain or maintain all federal or state licenses or permits concerning the ownership, keeping, harboring or possession of an exotic animal.
- (5) Misrepresentation. Material misrepresentation to the sheriff and his/her designees in connection with owning, keeping, harboring or possessing an exotic animal.
- (6) Inspections. Failure or refusal to allow inspection of the enclosure or confinement facility or the exotic animal.
- (7) Failure to confine or restrain. Failure or refusal to confine or restrain an exotic animal.
- (8) Failure to give notice of escape. Failure or refusal of the owner to immediately notify the animal control division of the escape of an exotic animal.
- (9) Violations of federal or state regulations. Any violation of federal or state regulations issued from time to time to prevent the introduction, transmission, or spread of communicable diseases from foreign countries into the United States, or from one state or possession into any other state or possession.

(Ord. of 6-11-12, § 1)

Sec. 4-304. - Reserved.

Sec. 4-305. - Sanctions, penalties, fines, remedies.

Any person who fails, refuses or otherwise violates this article shall be subject to the following sanctions or penalties:

- (1) Escape of an exotic animal.
 - a. If an exotic animal escapes from its cage, pen or enclosure it may be tranquilized with or without prior notice to the owner.
 - b. If an exotic animal escapes and poses a danger to the health and safety of any person or property, the animal may be destroyed, with or without prior notice to the owner. If the officer does destroy such an animal, he shall make a good faith attempt to notify the owner of the incident.
 - c. If the exotic animal has caused injury to a person or another animal while at large, the officer in addition to seizing the animal, may issue to the owner a notice of intent to destroy the animal.
- (2) Seizure of unpermitted exotic animals. Any exotic animal that the owner does not have a required federal, state or county permit may be subject to seizure in accordance with state law. The costs of confinement shall be charged to the owner.
- (3) Cost of recapturing. The owner of any exotic animal shall reimburse the county for any overtime hours or special costs or expenses incurred by county employees while in the course of or as a result of attempts to recapture an escaped animal.
- (4) Nothing herein shall have the effect of permitting any activity or condition with respect to an animal that is prohibited or more severely restricted by regulations of the North Carolina Wildlife Resources Commission.

- (5) Pursuant to G.S. 19A-1, 19A-2, 19A-3, and/or 19A-4, an officer may obtain an order to take possession of the animal.
- (6) If an immediate threat to the health or safety of the animal or the public is evident, an officer may summarily seize the animal in accordance with state law.
 - a. A notice of seizure describing the exigent circumstances warranting the seizure shall be left with the owner or affixed to the premises or other property from whence the animal was seized.
 - b. If the owner fails to redeem the animal within five days, the county may take custody of the animal. The costs of caring for the animal pending final determination of court proceedings shall be charged against the owner.
- (7) If it is determined by the officer that the animal or public is not in immediate danger, or the problem which gives rise to the violation can be corrected within 72 hours, the officer may issue a written notice of violation directing the owner or possessor of the animal to correct the problem within 72 hours. If the condition or problem is not corrected within 72 hours, the animal control officer may take action as outlined in subsections (1) through (6) above.
- (8) Notwithstanding the other provisions and sanctions of this article, the officer may issue a civil penalty for violation of any provision of this section in accordance with section 4-9.
- (9) Second violations. Second violations of this article may be punishable as criminal offenses.
- (10) Nothing in this article shall be construed to preclude any criminal remedy available under the laws of the State of North Carolina or the United States, or the pursuit by any person, of civil or criminal remedies available under said laws.

(Ord. of 6-11-12, § 1)

Secs. 4-306—4-320. - Reserved.

ARTICLE XII. - INHERENTLY DANGEROUS ANIMALS

Sec. 4-321. - Definition.

The term inherently dangerous animals shall apply to the following animals:

- (1) Any member of the order Felidae (other than domestic house cats);
- (2) Nonhuman primates;
- (3) Bears;
- (4) Wolves;
- (5) Coyotes;
- (6) Any member of the order Crocodylia (crocodiles, alligators, and caiman);
- (7) Any member of the order Helodermidea (gila monsters and beaded lizards); and
- (8) Any crossbreed or hybrid of the animals specified in subsections (1) through (7), above.

(Ord. of 6-11-12, § 1)

Sec. 4-322. - Exemptions.

Subject to section 4-324, the following persons or organizations shall be exempt from the provisions of this article:

- (1) Any organization duly authorized and existing under the laws of the State of North Carolina, that owns or harbors an inherently dangerous animal for research or educational purposes, provided that such institution is permitted for such animal by the U.S. Department of Agriculture and continually maintains any necessary permits from state and federal agencies.
- (2) Any owner who possesses an inherently dangerous animal, pursuant to the American with Disabilities Act (ADA), and uses such animal as a service animal trained to assist the owner with a disability.
- (3) A wildlife rehabilitator licensed by the North Carolina Wildlife Resource Commission who temporarily keeps the animal for rehabilitation when the purpose is to return the animal to the wild.

(Ord. of 6-11-12, § 1)

Sec. 4-323. - Possession or harboring of dangerous animals.

It shall be unlawful for any person, organization or institution to own, keep, maintain, or have under their control any inherently dangerous animal within the territorial boundaries of the county unless exempt under section 4-322.

(Ord. of 6-11-12, § 1)

Sec. 4-324. - Compliance with state and federal regulations and safe confinement.

The confinement of inherently dangerous animals that are exempt under section 4-322, must meet the regulations promulgated by the North Carolina Wildlife Commission, the minimum standards under the Animal Welfare Act and all applicable rules promulgated by the U.S. Department of Agriculture. In addition, all exempt animals shall be confined, restrained and controlled in such a manner so the physical safety of person or property shall not be endangered. The sheriff and his/her designees shall have the right to inspect the premises where an inherently dangerous animal is housed to ensure proper confinement and compliance with applicable state and federal regulations.

(Ord. of 6-11-12, § 1)

Sec. 4-325. - Sanctions, penalties, fines, remedies.

Any person who violates any provision of this article XII may be subject to a civil penalty of \$500.00 per animal. Nothing in this article shall be construed to preclude any criminal remedy available under the laws of the State of North Carolina or the United States, or the pursuit by any person, of civil or criminal remedies available under said laws. A civil penalty is due and owing upon assessment. Surrender or removal of an animal shall not relieve the owner of responsibility for payment of any outstanding civil penalty that was assessed prior to the animal being

surrendered or removed from the county. If payment of a civil penalty is not received within five working days of issuance, legal proceedings may be initiated to recover the amount of the penalty.

(Ord. of 6-11-12, § 1)

Forsyth County Information

Anita.Fogle

From: Sloop, Ashleigh M <sloopam@forsyth.cc>
Sent: Tuesday, October 19, 2021 3:56 PM
To: Anita.Fogle
Subject: Fw: Tethering Dogs
Attachments: tether_final.rack.card.pdf; Spanish Tethering Rack Card.pdf

Hi Anita,

The following comments are from our Deputy County Manager who was responsible for the amended tethering ordinance. Please let me know if you have additional questions.

Thanks,

Ashleigh M. Sloop, NCCCC, CMC
 Clerk to the Board
 Forsyth County Government
 201 North Chestnut Street
 Winston-Salem, NC 27101
 Telephone: 336-703-2025
 sloopam@forsyth.cc

From: Sanders-Pratt, Damon L <sanderdl@forsyth.cc>
Sent: Tuesday, October 19, 2021 3:37 PM
To: Sloop, Ashleigh M <sloopam@forsyth.cc>
Subject: Re: Tethering Dogs

These are the main concerns about the tethering ordinance I can remember:

1. It was considered "regressive" because it targeted people with less income who couldn't afford fences. (As a result, the groups "Unchain Forsyth" and "Unchain Winston" took applications from pet owners to build kennels if they qualified based on these organizations' criteria.)
2. It prohibits leaving one's dog outside for any period of time, if the owner isn't outside as well. (Pet owners were concerned that they could be cited if they went inside to check on their food on the stove or to use the restroom, for example. Practically, this wasn't how Animal Services intended to enforce the ordinance.)
3. All Animal Services would do all day is hunt down the likely thousands of tethered or unattended animals inside fences. (Animal Services is generally complaint driven and triages calls. Although there was something of an influx initially, it slowed down in a couple months as pet owners made accommodations, signed up to have kennels built, and so forth.)
4. People who don't watch the government channel or read the paper would be cited for lack of knowledge about the change in the ordinance. (The Commissioners instituted a "warning period" that was an extended length of time, and Animal Services and others handed out flyers with information about the new ordinance in English and Spanish. The flyers are attached.)

From: Sloop, Ashleigh M <sloopam@forsyth.cc>
Sent: Tuesday, October 19, 2021 12:21 PM
To: Sanders-Pratt, Damon L <sanderdl@forsyth.cc>
Subject: Fw: Tethering Dogs

Damon,

Do you have any input for the request below?

Thanks,

Ashleigh M. Sloop, NCCCC, CMC
Clerk to the Board
Forsyth County Government
201 North Chestnut Street
Winston-Salem, NC 27101
Telephone: 336-703-2025
sloopam@forsyth.cc

From: Anita.Fogle <Anita.Fogle@watgov.org>
Sent: Friday, October 15, 2021 3:14 PM
To: Sloop, Ashleigh M <sloopam@forsyth.cc>
Subject: RE: Tethering Dogs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ashleigh,

Thanks again for sending a link to your ordinance. We have had a couple of citizens request adding no tethering to our ordinance.

Did you have any comments or concerns shared for or against tethering in your County when adopting your ordinance? If so, can you share what they were?

I will pass along any information you share to our County Manager.

Have a great weekend!

Thanks,
Anita

Anita J. Fogle, Clerk to the Board
Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607
828.265.8000 Phone
828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

From: Anita.Fogle
Sent: Tuesday, September 28, 2021 12:54 PM
To: 'Sloop, Ashleigh M' <sloopam@forsyth.cc>
Subject: RE: Tethering Dogs

Thanks so much, Ashleigh!

Anita J. Fogle, Clerk to the Board
Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607
828.265.8000 Phone
828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

From: Sloop, Ashleigh M <sloopam@forsyth.cc>
Sent: Tuesday, September 28, 2021 12:52 PM
To: Anita.Fogle <Anita.Fogle@watgov.org>
Subject: Re: Tethering Dogs

Hi Anita,

Here is a link to Forsyth County's tethering ordinance: https://library.municode.com/nc/forsyth_county/codes/code_of_ordinances?nodeId=CH6AN_ARTIINGE_S6-6GEDUKEAN

Municode Library

MunicodeNEXT, the industry's leading search application with over 3,300 codes and growing!

library.municode.com

Ashleigh M. Sloop, NCCCC, CMC
Clerk to the Board
Forsyth County Government
201 North Chestnut Street
Winston-Salem, NC 27101
Telephone: 336-703-2025
sloopam@forsyth.cc

From: Anita.Fogle@watgov.org <countyclerks@listserv.unc.edu>
Sent: Tuesday, September 28, 2021 12:45 PM
To: County Clerks in North Carolina <countyclerks@listserv.unc.edu>
Subject: [countyclerks] Tethering Dogs

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Good Afternoon!

I hope everyone is doing well today.

If your county has an ordinance that addresses the tethering of dogs, can you please send me a copy. I appreciate any information you can share.

Thanks so much!

Anita

Anita J. Fogle, Clerk to the Board
Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607
828.265.8000 Phone
828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

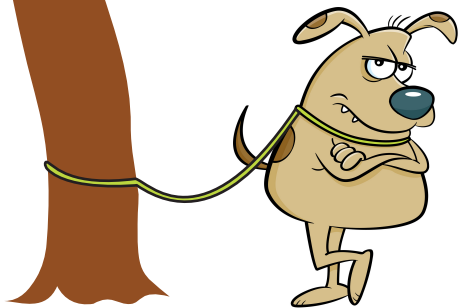
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Other inquiries on list issues can be sent to listmgr@sog.unc.edu.

BE ON THE LOOK-OUT!



You May No Longer Tie-Out (Your Dog)!

November 15, 2017 is the deadline to stop tying your dog outside.

What does this mean?

It means dogs may not be tied to trees.
It means dogs may not be tied to tires.
It means dogs may not be tied to fences.
It means dogs may not be tied to dog houses.
It means dogs may not be tied to stakes in the ground.
It means dogs may not be tied to porches.

In fact, don't tie your dog to anything! Keep it inside a fence or in your home where it will be safe and healthy.

Does this law starting November 15, 2017 mean I can never tie my dog out?

Yes and No. There are VERY limited times when a dog can be restrained to an object. **Are you ready?** Basically, a dog can be tied out if **a)** the owner or caretaker is outside with the dog and **b)** the owner or caretaker can see the dog at all times.

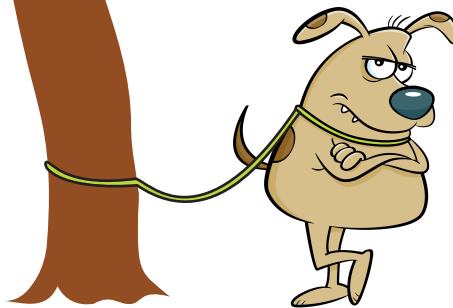
Can I walk my dog on a leash?

Yes, by all means! Your dog may be tied... to You!

Details on the law against tying out your dog are online:
<http://forsyth.cc/AnimalControl/ordinance.aspx>
www.ChainFreeNow.com

Details on the law against tying out your dog can also be learned by calling Animal Control: **(336)703-2490**.

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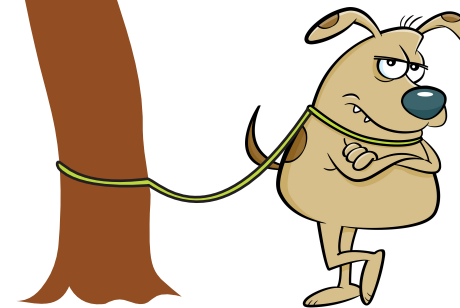
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2022 Annual Pre-Budget Retreat BE ON THE LOOK-OUT!



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Details on the law against tying out your dog can also be learned by calling Animal Control: **(336)703-2490**.

ORDINANCE AMENDING CHAPTER 6 OF THE FORSYTH COUNTY CODE TO REPLACE CURRENT SECTION RELATING TO THE TETHERING OF DOGS

BE IT ORDAINED by the Board of Commissioners of Forsyth County that Chapter 6 of the Forsyth County Code is hereby amended to read as follows:

That section 6-6 of the Forsyth County Code is hereby amended by replacing section 6-6(d) with the following, so as amended, to read:

(d) **Tethering.** It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device in a manner prohibited by this subsection.

1. No person shall tether, fasten, chain, tie, or restrain a dog, or cause such restraining of a dog, to a tree, fence, post, dog house, or other stationary object. During periods of tethering that are not unlawful under this subsection, any tethering device used shall be at least ten feet in length and attached in such a manner as to prevent strangulation or other injury to the dog or entanglement with objects.

2. No person shall tether, fasten, chain, tie, or restrain a dog, or cause such restraining of a dog, to a cable trolley system, that allows movement of the restraining device. During periods of tethering that are not unlawful under this subsection, the length of the cable along which the tethering device can move must be at least ten feet, and the tethering device must be of such length that the dog is able to move ten feet away from the cable perpendicularly and attached in such a manner as to prevent strangulation or other injury to the dog and entanglement with objects. During periods of lawful tethering under this subsection, tethers must be made of rope, twine, cord, or similar material with a swivel on one end or must be made of a chain that is at least ten feet in length with swivels on both ends and which does not exceed ten percent of the dog's body weight. All collars or harnesses used for the purpose of the lawful tethering of a dog must be made of nylon or leather.

3. No person shall tether a dog with a chain or wire or other device to, or cause such attachment to, any collar other than a buckle type collar or body harness.

4. No person shall tether with a chain or a wire or other device to, or cause such attachment to, a head harness, choke-chain type collar or spiked/pointed studded/pronged collar to a dog.

5. No person shall tether with a chain, wire or other device to a dog where the weight of the tethering device and the collar combined exceeds ten percent of the dog's body weight.

6. No person shall tether with a chain or wire or other device a dog in such a manner that does not allow the dog full access to adequate food, water and shelter.

7. No person shall tether a sick, diseased and/or injured dog, or puppy (a dog that is one year of age or younger).

8. Notwithstanding the provisions of 6-6(d) 1. and 2. of this section, a person may, subject to:

- the provisions of subsections 6-6(d) 3.- 8.;
- the requirements that any stationary tethering device used, shall be at least ten feet in length; and
- the requirements that for any cable trolley system used, the length of the cable along which the tethering device can move, must be at least ten feet, and the tethering device must be of such length that the dog is able to move ten feet away from the cable perpendicularly:

Tether and restrain a dog while actively engaged in:

- a. Usage of the dog in shepherding or herding livestock, or
- b. Use of the dog in the business of cultivating agricultural products, if the restraining is reasonably necessary for the safety of the dog, or
- c. Use of the dog in lawful hunting activities if the restraint is reasonably necessary for the safety of the dog, or
- d. Use of the dog at dog training or performance events, including but not, limited to the field trials and obedience trials where tethering does not occur for a period exceeding seven consecutive days, or
- e. Camping or other recreation where tethering is required by the camping or recreational area where the dog is located, or
- f. Any activity where a tethered dog is in visual range of its owner or keeper, and the owner or keeper is located outside with the dog, or
- g. Taking possession of a dog that appears to be a stray dog in accordance with these provisions for a period not to exceed seven days, after advisory animal control authorities of the capture of the dog, as the person having taken possession of the dog is seeking the identity of the dog, or
- h. Walking a dog with a handheld leash.

That section 6-6 of the Forsyth County Code is hereby amended by replacing section 6-6(e) with the following, so as amended, to read:

Section 6-6(d) shall become effective 12 months after the adoption of this amendment. Any person who violates Section 6-6(d) after its adoption date, but prior to the 12 month period following the date of this amendment shall be issued a written warning giving the violator notice of the provisions of this amendment. The written warning shall include information about sources that provide assistance to the public with providing enclosures which do not require the dog to be tethered. Any person who violates this amendment after the expiration of the 12 month period following the date of adoption of this amendment shall be subject to the penalties established in Section 6-55, Violations and Penalties of the Forsyth County Code.

Adopted this 24th day of October 2016.

Granville County Information

GRANVILLE COUNTY

Excerpt from June 17, 2019 Meeting Minutes

BOARD APPROVED SECOND READING OF COUNTY ORDINANCE – CHAPTER 11: ANIMALS

Chairman Jay said this item was the second reading to consider approving amendments/revisions to the County Code of Ordinances – Chapter 11 – Animals. The first reading was approved at the June 3, 2019 meeting.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Tony W. Cozart and unanimously carried, the Board approved the second reading of revisions to Chapter 11: Animals of the Code of Ordinances, County of Granville, North Carolina as follows:

Chapter 11 - ANIMALS^[1]

Footnotes:

--- (1) ---

Cross reference— Environment, ch. 26; agricultural residential district 80 (AR-80), § 32-61; agricultural residential district 40 (AR-40), § 32-62; agricultural support services, § 32-205; limited, conditional and special uses for kennels, § 32-209; agricultural, silviculture and transportation of water supply watersheds, § 32-355.

State Law reference— Authority to regulate dogs, G.S. 67-1 et seq.; authority to prohibit the abuse of animals, G.S. 153A-127.

ARTICLE I. - IN GENERAL

Sec. 11-1. - Purpose.

The purposes of this chapter are to:

- (1) Protect the people of the county from rabies transmitted by unconfined, uncontrolled or unimmunized dogs and cats;
- (2) Regulate dogs and other animals that may be a nuisance; and
- (3) Ensure that animals are treated in and humane manner, and other purposes.

(Ord. of 11-2-1998, § 1-2)

Sec. 11-2. - Conflicting provisions.

Insofar as the provisions of this chapter are inconsistent with the provisions of any other law except a provision of state or federal law, the provisions of this chapter shall control.

(Ord. of 11-2-1998, § 1-3)

Sec. 11-3. - Enforcement in municipalities; restricted.

- (a) Animal control officers shall have no authority to enforce this chapter within the boundaries of any municipality unless the governing body of that municipality adopts a resolution stating that the county is empowered to enforce the provisions of this chapter within that municipality and repeals any inconsistent ordinances.
- (b) The animal control officers shall be prohibited from enforcing the provisions of any ordinance or municipal law not adopted according to the provisions of this section.

(Ord. of 11-2-1998, § 1-4)

State Law reference— Territorial jurisdiction of county ordinances, G.S. 153A-122.

Sec. 11-4. - Definitions.

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

Adequate Shelter means that shelter which will keep a non-aquatic animal dry, out of the direct path of winds and out of the direct sun, at a temperature level that is healthful for the animal. For dogs, cats and other small animals, the shelter shall be a windproof and moisture-proof structure of suitable size to accommodate the animal and allow retention of body heat. It shall include four walls, a roof and a solid floor raised up off the ground, with an opening entrance large enough to allow access to the animal but placed in such a way as to keep the animal out of the direct path of winds. Crates, metal barrels and similar structures do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. The structure shall be provided with a sufficient quantity of suitable bedding material consisting of hay, straw, cedar shaving, or the

equivalent. For all animals the containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to eliminate rapidly excess water or moisture. Aquatic or semi-aquatic animals shall have an adequate amount of clean water in which to move.

Animal means any live, vertebrate creature, wild or domestic, other than human beings, endowed with the power of voluntary motion.

Animal control officer means any person hired under the county's personnel policy to pick up, restrain, impound, care for, euthanize or dispose of animals, and who is responsible for discharging such other duties or functions as may be prescribed by this chapter or any other county ordinance provision or by state laws or by the Animal Management Director / Chief Animal Control Officer.

Animal Management Director means the person hired under the county's personnel policy who is responsible for the management of the animal control program, including enforcement of county and state laws pertaining to animal and rabies control, and the supervision of all employees in the animal control division. The Animal Management Director shall serve as the chief animal control officer. The Animal Management Director reports directly to the County Manager.

Animal shelter means any premises designated by the county for the purpose of impounding and caring for all animals found running at large or otherwise subject to impounding in accordance with the provisions of this chapter.

At large means any animal off the property of its owner and not under the direct control of a competent person.

Cat means a domestic cat of either sex.

Chief animal control officer means the Animal Management Director. *Community cat* means any un-owned cat that has been altered to prevent reproduction, vaccinated against rabies/feline viral rhinotracheitis, calicivirus, and panleukopenia, and ear clipped (cropped or ear-tipped). These cats are cared for but reside outdoors in the community.

Direct control refers to an animal that is controlled and is obedient to a competent person's commands, or is within a vehicle, or is within a secure enclosure, or is otherwise restricted to the owner's property. A hunting or working dog in the field training or working will be considered under direct control.

Dog means a domestic dog of either sex.

Health director means the director of the county health department or his authorized representative.

Identification tag means a durable label which includes the name, address and telephone number of the animal's owner and which is designed to be attached to the collar of a dog or cat.

Identification tattoo means a unique identification number applied into the skin of an animal in indelible ink to provide positive identification of the animal through a registry of such unique identification numbers.

Neutered male means any male animal which has been surgically altered to prevent sexual reproduction.

Owner means any person owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal.

Restraint means a leash, chain or other physical device of sufficient strength to maintain the physical control of any person over an animal at all times.

Secure enclosure means an enclosure from which an animal cannot escape unless freed by an owner, or, except for the purposes of sections 11-41(e) and 11-42. It is an enclosure sufficient to maintain health and safety of an animal from which an animal cannot escape by means of digging under or jumping over the enclosure, or otherwise becoming free unless freed by the owner or keeper. A motor vehicle shall not constitute a secure enclosure.

Spayed female means any female animal which has been surgically altered to prevent sexual reproduction.

Stray animal means a domestic animal that roams at large with no apparent owner.

Tether means (noun)- any device including but not limited to a chain, cable or tie out attached to a stationary point or object used to contain or restrain a dog. (verb)- to attach a dog to such a device.

Vaccination means the administration of anti-rabies vaccine approved by the United States Bureau of Animal Industry, the North Carolina State Department of Agriculture and the North Carolina Board of Health.

Veterinary hospital means an establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Wild animal means any warm-blooded or cold-blooded animal (except reptiles which are regulated by Article 55, Chapter 14 of the North Carolina General Statutes) that is not normally domesticated.

(Ord. of 11-2-1998, § 1-1; Amend. of 4-5-2010; Amend. of 10-21-2013)

Cross reference— Definitions generally, § 1-2.

Sec. 11-5. - Animal control division and advisory committee created.

(a) There is created an animal control division of the county, which shall be composed of such number of employees as shall be determined by the board of commissioners. Such employees shall be hired under the county personnel policy. The board of commissioners may also appropriate funds from its general fund,

or any non-tax or surplus funds to pay the salaries and travel allowances of such personnel in the animal control office.

(b) *Advisory committee.*

- (1) The board of county commissioners shall have the authority and responsibility to create and appoint an animal control advisory committee, of such number and makeup as they shall determine. The members of the committee shall serve terms as established by the board of county commissioners.
- (2) The functions of the animal control advisory committee shall be to:
 - a. Hear appeals of dangerous or vicious animal declarations enacted by the county animal control department;
 - b. Formulate general policy for the animal control division;
 - c. Identify and investigate options for managing animal control issues; and
 - d. Ensure that the county animal control practices are consistent with standard animal control practices.
- (3) The advisory committee shall meet at such times as are necessary to complete the work of the committee, but not less frequently than twice per year.
- (4) The health director and the Animal Management Director or the Animal Management Director's designee shall serve as ex officio members of the animal control advisory committee.

(Ord. of 11-2-1998, § 1-5)

State Law reference— Animal cruelty investigators, G.S. 19A-45 et seq.; county animal control officers, G.S. 67-30; powers and duties of county dog warden, G.S. 67-31.

Sec. 11-6. - Officers' duties and responsibilities.

(a) The Animal Management Director and animal control officers shall:

- (1) Have the responsibility to enforce all state laws and all county ordinances pertaining to the ownership, control, care and custody of dogs and other animals, and shall cooperate with the health director and other law enforcement officers within the county and adjoining areas in fulfilling this duty;
- (2) Investigate cruelty or animal abuse with regard to dogs, cats and other animals;
- (3) Act as rabies control officers and enforce and carry out all state laws and all county ordinances pertaining to rabies control;
- (4) Be responsible for, according to sections 11-41 and 11-42, the investigation of all reported animal bites and for the quarantine of any dog or cat involved and suspected of having rabies, for a period of not less than ten days;
- (5) Be responsible for the operation of the county animal shelter; and
- (6) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or other animal in the county involved in a violation of this chapter or any other county ordinance or any state law.

(Ord. of 11-2-1998, § 1-6)

State Law reference— Powers and duties of dog warden, G.S. 67-31; confinement of animals suspected of having rabies, G.S. 130A-198.

Sec. 11-7. - Division to keep records.

It shall be the duty of the animal control division to keep or cause to be kept accurate and detailed records

of:

- (1) Impoundment and disposition of all animals coming into the animal shelter;
- (2) Bite cases, violations and complaints, and their investigations;
- (3) All moneys belonging to the county which were derived from impoundment fees, penalties, boarding fees and vaccination fees; and
- (4) All other records deemed necessary by the county manager or his designee.

(Ord. of 11-2-1998, § 1-7)

State Law reference— Animal shelters, G.S. 153A-442.

Sec. 11-8. - Seizure and impoundment of animals.

(a) *Powers of officers.* Animal control officers and other law enforcement officers are empowered to seize and impound:

- (1) Dogs running at large in violation of section 11-41(a) or (b);
- (2) Animals unlawfully possessed by a person other than the owner in violation of section 11-41(c);

- (3) Animals determined to be dangerous or a public nuisance under the provisions of section 11-81;
 - (4) Animals that have been found to be a victim of cruel treatment under the provisions of section 11-41(d);
 - (5) Wild animals determined to be held in violation of the provisions of section 11-41;
 - (6) Animals appearing not to be in compliance with the rabies control provisions of section 11-42;
 - (7) Animals without tags in violation of section 11-45; and
 - (8) Livestock running at large.
- (b) *Responsibility for penalties.* Impoundment of such an animal shall not relieve the owner from any penalty that may be imposed for violation of this chapter, or for violation of any other county ordinance, or for violation of any state or federal laws.
- (c) *Dead animals.* Animal control officers shall not be required to pick up dead animals.
- (d) *Dangerous conditions.* Animal control officers shall not be required, in the process of seizing or impounding animals, to place themselves in a situation that may jeopardize their health and safety.
- (e) *Notification to owners.* Upon impounding an animal, the animal control officer shall make a reasonably diligent attempt to determine the ownership of the impounded animal, if not already known, and to notify the owners of the impoundment and the procedure for redemption according to the provisions of section 11-9.
- (f) *Impoundment time periods.*
- (1) Impounded animals shall be held for the following periods of time:
 - a. Normally, impounded, healthy stray animals shall be held for the minimum allowable under state laws before becoming available for adoption or euthanasia.
 - b. Reserved.
 - c. In appropriate cases an animal control officer may, in his discretion, extend the minimum holding time.
 - d. In appropriate cases, such as for animals that are badly wounded or diseased or afflicted with a highly contagious disease such as distemper or parvo, an animal control officer may use his discretion to waive the minimum holding time and to destroy the animal immediately or at such time as deemed appropriate by the Animal Management Director.
 - e. Owners may redeem impounded animals according to section 11-9.
 - (2) After the holding period, animals may be disposed of by the following methods:
 - a. After the minimum impoundment time, the animal may become available for adoption according to the provisions of section 11-10.
 - b. After the minimum impoundment time, the animal may be euthanized unless in discretion the Animal Management Director / Chief Animal Control Officer elects to extend the adoption availability period. An animal shall only be euthanized by a method and delivery of method approved by the American Veterinary Medical Association, the Humane Society of the United States, or the American Humane Association.
- (g) *Veterinary inspection.* The animal shelter shall be visited at least one time quarterly by a licensed veterinarian for the purpose of inspection of the facility and the animals contained in the shelter.

(Ord. of 11-2-1998, § 1-15; Amend. of 4-5-2010; Amend. of 10-21-2013)

Sec. 11-9. - Redemption of animals.

During the time an animal is impounded at the animal shelter, it shall be available for redemption to the owner when the following provisions have been met:

- (1) Any control, restraint or enclosure modifications necessary to comply with this chapter have been completed;
- (2) A redemption service fee as shown in the county fee schedule has been paid; and
- (3) Per-day boarding fees as shown in the county fee schedule have been paid.

(Ord. of 11-2-1998, § 1-16)

Sec. 11-10. - Adoption.

(a) *Contract.*

- (1) Any person adopting an animal from the animal shelter shall be required to sign an adoption contract with the animal shelter, the major provisions of which are outlined in this section.
- (2) Any animal adopted from the animal shelter must be vaccinated against rabies, either by the animal control department or by a licensed veterinarian, and the owner must fulfill the obligations of the signed adoption contract.

- (3) No animal that has been impounded by reason of its being a stray, unclaimed by its owner, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine except by special authorization of the public health officials and the Animal Management Director.
- (b) *Fees.*
- (1) Any person adopting a dog or cat from the animal shelter shall be required to pay an adoption fee as listed in the county fee schedule.
 - (2) Any person adopting an animal shall not be required to pay any boarding fees.
 - (3) Any person adopting an animal shall be required to pay as listed in the county fee schedule for the rabies vaccination of the animal if the vaccination is provided by the animal control division.
- (c) *Exchange of adopted animals.* The county shall agree to provide an exchange for any adopted animal that requires major medical treatment or dies from natural causes within 30 days from the date of adoption under the following conditions only:
- (1) Any major medical treatment must be certified as being necessary by a licensed veterinarian following examination of the animal by the veterinarian.
 - (2) If the adopted animal dies within the 30 days following adoption, the adopting person must present satisfactory evidence (such as the carcass of the animal or a veterinarian's certification) of the date of the death of the animal.
 - (3) The request for an exchange must be made within 30 days from the date of the adoption contract.

(Ord. of 11-2-1998, § 1-17; Amend. of 4-5-2010)

Sec. 11-11. - Interference.

It shall be unlawful for any person to interfere with, hinder or molest the Animal Management Director, animal control officers, or other certified law officers or their agents, or veterinarians in the performance of any duty authorized by this chapter.

(Ord. of 11-2-1998, § 1-18)

State Law reference— Obstructing public officers, G.S. 14-223.

Sec. 11-12. - Penalties; equitable remedies.

- (a) This chapter may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.
- (b) Notwithstanding any civil penalties outlined in this chapter, any person violating the provisions of this chapter may be found guilty of a misdemeanor under G.S. 14-4 and 153A-123 and may be subject to a \$500.00 fine or imprisonment. For a continuing violation, each day's violation may be deemed to be a separate offense.
- (c) In addition to the other remedies for violation of this chapter, an animal control officer may issue to the known owner, or person having custody or control of such animal, a ticket giving notice of the violation of section 11-41. Any such official shall be authorized to secure the name and address of the owner or person in control of the animal in violation. Tickets so issued may be delivered in person or mailed by registered or certified mail to the person charged if he cannot otherwise be readily located. Any such ticket issued shall impose upon the owner a civil penalty as listed in the county fee manual. These fees shall increase for each subsequent offense as shown in the county fee manual. Such penalties must be paid within 20 days to the Animal Management Director or any person authorized by him to receive such funds. If the owner of the animal or other violator does not appear in response to such ticket, or if the applicable penalty is not paid within the time prescribed, a criminal summons shall be issued against the violator or owner or person having custody of the animal in violation of this section, and upon conviction, the violator or owner or person having custody of the animal shall in addition to penalties prescribed for violation of this chapter be punished as the court prescribes for failure to pay the civil penalties imposed by this chapter.
- (d) The animal control officer shall cause all tickets to be serially numbered in duplicate and shall cause the records of the issuance and disposition of such tickets to be maintained so that an accounting can be made.

(Ord. of 11-2-1998, § 1-19)

Section 11-13. Tethering

(a) Purpose

- (1) Prevent the possibility of strangling when a dog becomes entangled while on its tether
- (2) Prevent dogs from being left exposed to harsh weather conditions without access to shelter, and/or being unable to reach a supply of food and water.

(b) Methods and Materials

(1) Collar / Harness

- a. When tethering a dog, a proper collar or harness will be used. A harness is preferred because it will restrain the dog's body instead of just the neck.

- b. If a collar is chosen, it is important to select one that does not pinch, prong or choke the dog. Metal collars are prohibited, i.e.: choke chain, prong collar, chains or wire. Choke chains and pad locks of any kind will not be used.
- c. The tethering line will be attached to a buckle-type collar or body harness.

(2) Tether

- a. Not more than one dog will be on a single tether.
- b. Tethered dogs must be far enough apart as not to get tangled.
- c. The chain or tether used to secure the dog will be strong enough to ensure that it cannot be broken if the dog pulls at it, but not heavy enough to cause physical distress to the animal.
- d. The weight of the tether will be no more than 1/10th of the weight of the animal. For example, a 50-pound dog will have a tether weighing no more than 5 pounds.
- e. The length of the tether will be at least five times the length of the animal and a minimum of 10 feet.
- f. Tethers will have swivels on each end to prevent twisting or tangling.

(3) Dog Area

- a. The area that is accessible to the tethered dog will be inspected by the owner for hazards to the animal.
- b. Areas prone to flooding or water ponding will not be used.
- c. A tethered dog will not be able to reach fences or other areas that may pose a choke hazard.
- d. Debris, roots and stumps will be removed to prevent entanglements.
- e. The area will be kept sanitary by daily removal of feces and other debris.
- f. The area will provide protection for the animal from cold, winds, snow, rain, and high heat.

Reference Section 11-4 Adequate Shelter

(4) Shelter, Food and Water - A tethered dog must be provided with and able to reach adequate shelter, wholesome food and potable water.

Secs. 11-14—11-40. - Reserved.

ARTICLE II. - DOGS AND CATS^[2]

Footnotes:

--- (2) ---

State Law reference— Dogs, G.S. 67-1 et seq.

Sec. 11-41. - Offenses.

- (a) *Dogs not under direct control.* A dog not under direct control of its owner and determined to be at large by the animal control officer can be picked up by such officer, and the owner may be subject to a fine as outlined in section 11-12.
- (b) *Female dogs during the estrus period.* A female dog during the estrus period must be kept in a secure enclosure at all times.
- (c) *Possession of animals owned by another.*
 - (1) It shall be unlawful for any person to knowingly or intentionally, unless with the consent of the owner, harbor, feed and keep in his possession, by confinement or otherwise, any dog or other animal that does not belong to him unless he has within 48 hours from the time such dog or other animal has come into his possession notified the animal control division.
 - (2) Upon receiving such notice, the animal control officer may in his discretion place the dog or other animal in the animal shelter. It shall be unlawful for any person to refuse to surrender any such dog or other animal to an animal control officer upon demand.
 - (3) The purpose of this section is to aid in rabies control and to prevent the intentional or unintentional possession of the pets of other persons.
- (d) *Cruelty to animals.* It shall be unlawful for:
 - (1) Any owner to fail to provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and humane care and treatment; and
 - (2) Any person to beat, ill-treat, torment, overload, overwork or otherwise abuse an animal.
 - (3) It shall be unlawful for:

- a. Any person to tease, molest or bait any animal not belonging to him or under his control.
 - b. Any person to cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
 - c. Any owner of an animal to abandon or dump such animal.
 - d. Any person to expose any known poisonous substance, or to mix a poisonous substance with food, so that it is likely to be eaten by any animal except that it will not be unlawful for a person to expose on his own property common rat poison mixed with vegetable substances.
 - e. Any person to leave an animal within a closed car, truck or other vehicle for such duration or at such temperatures as an animal control officer shall, in his sole discretion, deem to be harmful or potentially harmful to the animal.
- (e) *Deceased animals.*
- (1) It shall be the duty of the owner or person in charge of any animals that die from any cause, and the owner, lessee or person in charge of any land upon which any animals die, to bury the dead animals to a depth of at least three feet beneath the surface of the ground, or to completely burn such animals within 24 hours after the death of the animals is known, or to otherwise dispose of the animals in a manner approved by the state veterinarian.
 - (2) It shall be unlawful for any person to remove the carcasses of dead animals from his premises to the premises of any other person without the written permission of the person having charge of such premises and without burying or otherwise disposing of such carcasses as provided in this section.
- (f) *Wild animals.*
- (1) This subsection shall apply to wild animals and owners of wild animals. Neither this subsection nor any section of this chapter shall have the effect of permitting any activity or condition with respect to a wild animal native to the state which is prohibited or more severely restricted by state statutes or by regulations of the state wildlife resources commission, or of permitting any activity or condition with respect to any animal which is prohibited or more severely restricted by federal statute or regulation.
 - (2) No wild animal shall be maintained in Granville County except as may be permitted pursuant to a captivity license issued pursuant to N.C. Gen. Stat. §113-272.5.

(Ord. of 11-2-1998, § 1-8(a)—(c), (e)—(g); Amend. of 4-5-2010)

Sec. 11-42. - Rabies control.

(a) *Immunization.*

- (1) It shall be required that any dog or cat four months of age or younger be kept in a secure enclosure or be at all times under restraint or direct control of the owner.
- (2) It shall be unlawful for any dog or cat owner to keep any dog or cat four months of age or older unless such dog or cat has been immunized against rabies in accordance with state law and with an approved anti-rabies vaccine administered by a veterinarian or certified vaccinator and such dog or cat is wearing a collar with an identification tag and a valid rabies vaccination tag at all times the dog or cat is off the property of the owner. An owner complying with all of the requirements of this section need not display the identification tag or rabies vaccination tag on a dog during the actual duration of organized hunting activities, only if:
 - a. The dog is on private property with the consent of the owner of that property;
 - b. The owner is in actual physical possession of such identification tag and rabies vaccination tag during the organized hunting activities; and
 - c. The animal is displaying a currently registered uniquely numbered identification tattoo.
- (3) If state law dealing with rabies control is amended to include other types of animals in the class of those required to have rabies vaccinations, or if any other change not consistent with this section is made, the amended law of the state shall apply.

(b) *Bites.*

- (1) Wounds inflicted by dogs upon human beings shall be reported immediately to the county 911 center. The county 911 center will then notify an animal control officer to investigate. Every physician treating a dog bite wound shall report the incident to the county 911 center. Bite wounds inflicted by other animals shall also be reported if the person suffering the wound requires medical treatment.
- (2) Every dog that bites a human being and does not have a valid rabies vaccination tag shall be delivered within eight hours of the bite incident by the owner to the animal control shelter or to a licensed veterinary hospital, at the choice of the owner, where the animal shall be confined for observation for not less than ten days. The owner shall be responsible for the cost of such confinement.
- (3) Every dog that bites a human being and has a valid rabies vaccination tag shall be delivered within eight hours of the bite incident by the owner to the county animal shelter or to a licensed veterinary hospital, at the choice of the owner, where the animal shall be confined for observation for not less than ten days. The owner shall be responsible for the cost of such confinement. An animal control officer may, in his sole discretion, permit the animal to be confined on the premises of the owner

only when, after personal inspection by the officer, he determines that there is a suitable secure enclosure on the premises and that other circumstances warrant such action.

- (4) In the case of stray animals whose ownership is not known, the supervised quarantine required by this section shall be at the county animal shelter.
 - (5) If rabies does not develop within ten days after an animal is quarantined under this section, the animal may be released from quarantine with the written permission of the animal control division. If the animal has been confined in the county animal shelter, the owner shall pay a daily boarding fee as listed in the county fee manual upon reclaiming the animal.
- (c) *Dog, cat, or ferret bitten by rabid animals.* Per N.C. Gen. Stat. §130A-197, when the Health Director reasonably suspects that an animal required to be vaccinated under Part 6, Article 6, Chapter 130A of the North Carolina General Statutes has been exposed to the saliva or nervous tissue of a proven rabid animal or animal reasonably suspected of having rabies that is not available for laboratory diagnosis, the animal shall be considered to have been exposed to rabies. The recommendations and guidelines for rabies post-exposure management specified by the National Association of State Public Health Veterinarians in the most current edition of the Compendium of Animal Rabies Prevention and Control shall be the required control measures.

(Ord. of 11-2-1998, § 1-9)

Cross reference— Environment, ch. 26.

State Law reference— Rabies control, G.S. 130A-184 et seq.

Sec. 11-43. - Area-wide emergency quarantine.

- (a) When reports indicate a positive diagnosis of rabies, the director of public health may order an area-wide quarantine for such period as he deems necessary. Upon the invoking of such emergency quarantine, no pet animal shall be taken into the streets or permitted to be in the streets during such period. During such

quarantine, no animal may be taken or shipped from the county without written permission of the animal control department. The police and sheriff's departments are hereby fully authorized, during such emergency, to impound any animal found running at large in the county.

- (b) If additional positive cases of rabies are found during the period of quarantine, such period of quarantine may be extended at the discretion of the director of public health.

(Ord. of 11-2-1998, § 1-10)

State Law reference— Quarantine of districts infected with rabies, G.S. 130A-194; destroying stray or feral animals in quarantine districts, G.S. 130A-195.

Sec. 11-44. - Failure to surrender animal.

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies, or any animal having bitten a human, or to remove such animal from the county without written permission from the animal control division and the director of public health.

Sec. 11-45. - Improper tags; unauthorized removal.

- (a) *Improper tags.* It shall be unlawful for any person to counterfeit a rabies vaccination tag or to use a rabies vaccination tag that has not been properly obtained from a licensed veterinarian or the animal control department in accordance with the provisions of G.S. 130A-184 et seq., or to use a rabies vaccination tag for an animal other than the animal for which the tag was issued.

- (b) *Removal.*

- (1) It shall be unlawful for any person to remove a rabies vaccination tag or identification tag from any animal belonging to another person residing in the county unless by the direction of the animal's rightful owner.
- (2) It shall be unlawful for any owner to permit his dog or cat to be off the property of the owner without a rabies vaccination tag and identification tag except under section 11-42(a)(2).

(Ord. of 11-2-1998, § 1-14)

State Law reference— Rabies vaccination tags, G.S. 130A-190.

Sec. 11-46. - Trap—neuter—return programs.

- (a) Organizations or individuals that engage in trap—neuter—return are encouraged to register through a sponsoring organization. Organizations performing or supporting trap—neuter—return in Granville County shall identify and nominate a community cat-sponsoring organization, which shall be recognized by the Granville County Environmental Services Director or his designee.
- (b) The community cat-sponsoring organization shall make available to the public information about trap—neuter—return (TNR) and feral cats, shall attempt to notify the appropriate community cat caregiver when notified by the Granville County Animal Control Department about an impounded ear-tipped cat, and shall provide a single point of contact to the Granville County Animal Control Department for the coordination of trap—neuter—return, calls about at large cats, and calls about complaints related to community cats.
- (c) Responsibilities of the community cat caregiver:
- (1) Cats must be trapped using humane trapping techniques.

- (2) Cats must be assessed by a veterinarian and deemed healthy at the time of spay/neuter surgery.
 - (3) Cats must be spayed or neutered.
 - (4) Cats must be vaccinated for rabies and FVRCP (Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia).
 - (5) Cats must be eartipped.
 - (6) Cat bites must be reported to Granville County Animal Control.
- (d) Responsibilities of Granville County Animal Control Department:
- (1) Persons that contact Granville County Animal Control about stray or community cats shall be provided information about trap—neuter—return and referred to the community cat-sponsoring organization.
 - (2) When a person contacts Granville County Animal Control with a complaint about an ear-tipped community cat, county staff will contact the community cat-sponsoring organization for assistance in resolving the complaint.
- (e) Immediately upon impounding an animal, animal control shall make reasonable effort to notify the owner or community cat-sponsoring organization and inform the owner or community cat-sponsoring organization of the conditions whereby the animal may be redeemed. If the owner or community cat-sponsoring organization is unknown or cannot be located, the animal shall be assigned an impoundment identification number and release date. The impoundment identification number and release date shall be posted on the animal's cage or kennel at the shelter for a minimum of three business days and any information about the animal, including the time and place of the taking of the animal and the time and
- date of posting the notice of impoundment, shall be available at the shelter by reference to the impoundment identification number.
- (f) The owner or community cat caregiver of an animal impounded under this section may redeem the animal and regain possession thereof within 72 hours or three business days after notice of impoundment is given or posted, as required by the above by complying with all applicable provisions of this section and paying any necessary veterinarian's fee, boarding fee and cost incurred in capture approved by the board of county commissioners.
- (g) No animal owner or community cat caregiver may be permitted to adopt his or her own animal under these provisions in order to reclaim an animal that has been impounded pursuant to state law or this section.

(Amend. of 10-21-2013)

Secs. 11-47—11-80. - Reserved.

ARTICLE III. - DANGEROUS DOGS^[3]

Footnotes:

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Cross reference— Environment, ch. 26.

State Law reference— Dangerous dogs, G.S. 67-4.1 et seq.

Sec. 11-81. - Dangerous and public nuisance animals.

- (a) An animal may be determined by an animal control officer to be dangerous when it commits any of the following acts two or more times, or any combination of two or more of the following acts one or more times; except that an animal may be determined to be dangerous after it has bitten any person one time so as to cause abrasions or break the skin:
 - (1) Chases, snaps at, attacks or otherwise molests pedestrians, bicyclists, motor vehicle passengers, farm stock or domestic animals; or
 - (2) Bites any person or other animal so as to cause abrasions or break the skin.
- (b) In any case where an animal has bitten any person or other animal so as to cause abrasions or break the skin, the animal control officer shall make a determination of dangerous status based on the circumstances surrounding the bite and the likelihood that the animal might bite again.
- (c) An animal may be determined by an animal control officer to be a public nuisance when it commits any of the following acts two or more times, or any combination of two or more of the following acts one or more times:
 - (1) Chases, snaps at, attacks or otherwise molests any person, farm stock or domestic animals;
 - (2) Turns over garbage pails;
 - (3) Damages gardens or other foliage;
 - (4) Habitually or continuously loiters on school grounds, recreation areas or public property; or
 - (5) Commits other acts that constitute a public nuisance.
- (d) Upon determining that an animal is dangerous or a public nuisance, the animal control officer shall make a good-faith attempt to notify the owner in writing of such determination, and also make a good-faith attempt to obtain the owner's written acknowledgment of such determination. However, such acknowledgment shall not constitute a necessary element for a violation by the owner of this section.

- (e) The determination by an animal control officer that an animal is dangerous or a public nuisance may only be appealed to the animal control advisory committee in accordance with G.S. 67-4.1(c).
- (f) If an animal has been determined by an animal control officer to be dangerous or a public nuisance under this chapter or under G.S. 67-4.1 et seq., it shall be unlawful for the owner to permit the animal to run at large or in any way leave the owner's property unless under restraint or the direct control of the owner or his agent. Additionally, if an animal has been determined by an animal control officer to be dangerous the owner shall be required to maintain the animal at all times in a secure enclosure on the owner's property or, with consent, on the property of another, unless the animal is under restraint.
 - (1) If an animal has been determined by the animal control officer to be dangerous and is found to be at large, it may be tranquilized or humanely destroyed by an Animal Control Officer with or without prior notification to the owner, only after unsuccessful attempts to catch it and authorization is obtained from the Animal Management Director / Chief Animal Control Officer.
 - (2) Any animal that has been determined by an animal control officer to be dangerous may be humanely destroyed by an animal control officer with or without prior notification to the owner, only after authorization from the Animal Management Director / Animal Control Officer. If the animal control officer does humanely destroy such an animal, he shall submit a written report of the incident to the Animal Management Director / Animal Control Officer within 48 hours of the incident and shall make a good-faith attempt to notify the owner of the incident.
- (3) Any person owning a declared dangerous dog who wishes to retain the dog must enter into a contract with Granville County containing such requirements as the County may stipulate and at least the following set out below and pay a fee to the County to offset the costs of administration as set out in the County Fee Schedule.

The following provisions will be required to be set out in the contract and shall be enforceable as ordinance provisions and for breach of contract:

- a. Within 14 days of registering a dangerous dog, the owner shall display, in a conspicuous manner, signage on his or her premises warning that there is a dangerous dog on the premises. The signage shall be visible and legible from the sidewalk and street being a minimum size of 11" X 16", as supplied by Animal Control.
 - b. If the animal is kept outdoors, the owner shall properly confine the dog in a pen or structure with secure sides and a secure top. If the bottom is not secured to the sides, the sides must be embedded in the ground. The pen shall be no less than six (6) feet high and contain no less than fifty (50) square feet of ground space. All pens shall comply with county zoning ordinances. Dogs who are declared dangerous which are kept indoors will be kept in a secure enclosure when left unattended.
- (3) A declared dangerous dog shall not be allowed to go beyond the confined area of its owner's premises unless the dog is securely leashed and muzzled. The leash shall not be longer than six (6) feet. Retractable or flexi-leads are not allowed. The leash shall be controlled by an adult capable of controlling the dog.
- (4) The owner must provide proof at the time of entering into the contract that:
 - a. the dog's rabies vaccination status is current, and the dog is spayed or neutered; and
 - b. the dog is micro-chipped with a permanent ID and the microchip number must be provided to Granville County Animal Control.
 - (5) The declared dangerous dog's owner will provide Animal Control with 3 (full body, face/head, and other side full body) photographs of animal.
 - (6) The declared dangerous dog's owner must notify 911 within one hour of loss of containment.
 - (7) A second incident of the dangerous dog running at large will result in the surrender of the declared dangerous dog to Granville County Animal Control and the destruction of the animal.
 - (8) Non-compliance with the above requirements will result in removal and destruction of the declared dangerous dog.

(Ord. of 11-2-1998, § 1-8(d); Amend. of 4-5-2010)

Secs. 11-82—11-110. - Reserved.

ARTICLE IV. - DEER^[4]

Footnotes:

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State Law reference— Regulation of wildlife, G.S. 113-291 et seq.

Sec. 11-111. - Use of artificial light prohibited; penalty.

- (a) It shall be unlawful within the county from one-half hour after sunset until one-half hour before sunrise to use an artificial light to shine in areas frequented by deer. This section does not apply to the shining of lights by landowners, motorists engaged in normal travel on the highway, and campers and others legitimately in the area who are not attempting to attract wildlife; nor does this section limit the right of hunters to take raccoon and opossum with dogs lawfully at night under rules established by the wildlife resource commission.

- (b) Violation of this section shall be a misdemeanor and punishable by a fine of \$500.00 or imprisonment for 30 days.

(Ord. of 9-16-1991, § 2)

GRANVILLE COUNTY

Excerpt from June 3, 2019 Meeting Minutes

BOARD APPROVED FIRST READING OF COUNTY ORDINANCE – CHAPTER 11: ANIMALS

County Manager Felts said that the next item was to consider changes to the Granville County Code of Ordinances – Chapter 11 – Animals. He explained that the Animal Control Advisory Committee, Animal Management Director and County Attorney have worked on recommended changes to the Granville County Code of Ordinances – Chapter 11 – Animals.

A copy of the proposed ordinance as amended and a copy showing additions, deletions, and edits was included in the agenda. He noted that the changes address a variety of issues such as needed changes to bring the County ordinance in conformity with current North Carolina State Statutes, to align with current best practices, and to add clarification to ambiguous language in the existing ordinance. He said if approved, since this is an ordinance change it will require a second reading that will be at the June 17, 2019 meeting. The Granville County Animal Advisory Committee and the Animal Management Director recommended the approval of the changes to Granville County Ordinance – Chapter 11 – Animals.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved the first reading of revisions to the Granville County Ordinance – Chapter 11: Animals.

Guilford County Information

Chapter 5

ANIMALS*

* **Editors Note:** An ordinance enacted Jan. 4, 1995, deleted and replaced provisions formerly set out as Ch. 5, Animals, which provisions derived from an ordinance of April 16, 1984, §§ 21--27; and an ordinance enacted Feb. 5, 1990, §§ 55-1--55-6. Provisions of the Jan. 1995, ordinance set out as § 5-35 and providing for its effective date and repealing former Ch. 5 have not been included herein at the editor's discretion.

Cross References: Motor vehicles and traffic, ch. 12; parks and recreation, ch. 13; animals running at large in parks, § 13-6; catching, killing, etc., animals in parks, § 13-7.

State Law References: Livestock, G.S. 68-15 et seq.; animal diseases, G.S. 106-304 et seq.; authority of county to define and prohibit the abuse of animals, G.S. 153A-127; authority of county to levy taxes to support animal protection and control programs, G.S. 153A-149(c)(6); annual license tax on keeping dogs and other pets throughout county, G.S. 153A-153.

Article I. In General

- Sec. 5-1. Definitions.
- Sec. 5-2. Territorial application.
- Sec. 5-3. General duties of animal control.
- Sec. 5-4. Regulation of high volume breeders and retailers.
- Sec. 5-5. Additional requirements for dog breeders and dog retailers who are maintaining facilities in violation of this chapter.
- Sec. 5-6. Interference or concealment.
- Sec. 5-7. General duties of keepers/owners of animals.
- Sec. 5-8. Bird sanctuaries.
- Sec. 5-9. Animals running at large prohibited.
- Sec. 5-10. Public nuisances prohibited.
- Sec. 5-11. Confinement and control of inherently dangerous mammals.
- Sec. 5-12. Dangerous or vicious animals restricted.
- Sec. 5-13. Animal fighting and baiting prohibited.
- Sec. 5-14. Mistreatment of animals prohibited.
- Sec. 5-15. Cruel treatment prohibited.
- Sec. 5-16. Notice in case of injury.
- Sec. 5-17. Destruction of animals that cannot be seized by reasonable means.
- Sec. 5-18. Setting humane animal traps and authority to receive trapped animals.
- Sec. 5-19. Impoundment.
- Sec. 5-20. Procedure with respect to redemption of unvaccinated animal.
- Sec. 5-21. Humane euthanasia of wounded of diseased animals.
- Sec. 5-22. Handling of stray animals by the public.
- Sec. 5-23. Security dogs.
- Sec. 5-24. Relation to hunting laws. Sec. 5-23. Wild animals.
- Sec. 5-25. Wild animals.
- Sec. 5-26. Exotic animals.
- Sec. 5-27. Penalties.
- Sec. 5-28. Severability.
- Sec. 5-29. Reserved.

Article II. Rabies Control

- Sec. 5-30. Compliance with state rabies laws supplemental to state rabies laws.
- Sec. 5-31. Vaccination of dogs, cats, and other pets.
- Sec. 5-32. Vaccination tag and certificate.
- Sec. 5-33. Report and confinement of animals biting persons or showing symptoms of rabies.
- Sec. 5-34. Destruction or confinement of animal bitten by a known rabid animal.
- Sec. 5-35. Area-wide emergency quarantine.
- Sec. 5-36. Postmortem diagnosis.

Revisions to Section 5-15 Adopted 11.21.13

Sec. 5-37. Unlawful killing, releasing, etc., of certain animals.
 Sec. 5-38. Failure to surrender an animal for quarantine or euthanasia.
 Secs. 5-39.-5-42. Reserved.

Article III. Breeder/Litter Permits

Sec. 5-43. Breeding permit/fee;

ARTICLE I.

IN GENERAL

Sec. 5-1. Definitions.

In the construction of this article, the following definitions shall be observed:

Adequate exercise or exercise: The opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size, and condition of the animal.

Adequate shelter: Provision of and access to shelter that is suitable for the species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, and the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; and for dogs and cats, provides a solid surface, resting platform, pad, floormat or similar devices that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelter whose wire grid, or slat floors which (i) permit the animals' feet to pass through the openings, (ii) sag under the animal's weight, or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

Adequate space: Sufficient space to allow each animal to (i) easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal and (ii) interact safely with other animals in the enclosure. Birds must be provided with adequate perches appropriate to the species which allow the bird to stand completely upright without having any head contact with the ceiling of the cage and any tail contact with the floor or grate of the cage. Cages must be sufficient size to allow the bird to fully extend its wings. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space.

Ambient temperature: The temperature surrounding the animal.

Animal: Every living creature, domestic or nondomestic, but does not include humans and does not include invertebrates.

Animal control: The animal control component of the agency which includes the animal control function for the jurisdiction, however denominated.

Animal control officers: Any animal control officer employed by the jurisdiction.

Animal control supervisor: The officer or employee placed in supervision of the animal control officers

and activities of the jurisdiction. In Guilford County the animal control supervisor is the animal shelter director or designee.

Animal cruelty investigators: All persons appointed by the board of county commissioners as county animal cruelty investigators under G.S. chapter 19A.

Animal shelter: The animal shelter operated and maintained by Guilford County for the purpose of impounding animals under the authority of this chapter or the General Statutes of North Carolina for the care, confinement, return to owner, adoption, or humane euthanasia.

At large: Refers to an animal that is not in an enclosure or is otherwise not under physical control or is not under the control of the owner or other responsible person by means of a leash, cord, or chain.

Cat: A domestic feline of either sex.

Dangerous or vicious animal: Any animal, whose behavior constitutes a risk of injuring a human or domestic animal or which, by nature, is commonly accepted as dangerous or non-domesticated. Such behavior includes, but is not limited to, the animal's biting or attacking or attempting to bite or attack any person or other domestic animal. The following criteria will be used in identifying an animal that is attacking or attempting to attack:

- (1) Any animal which, when unprovoked, chases or approaches a person upon the streets, sidewalks, or any public or private property in a menacing fashion or apparent attitude of attack.
- (2) Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings or domestic animals.
- (3) Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.
- (4) An animal shall not be deemed dangerous solely because it bites, attacks, or menaces:
 - a. Anyone assaulting the owner or trespassing upon the property of the owner;
 - b. Any person or other animal that has tormented or abused it; or
 - c. While protecting or defending its young.

Department: The Guilford County Animal Shelter.

Dog: A domestic canine of either sex.

Domestic Animal: Any of various animals such as horses, sheep, cattle, goats, hogs, poultry and the like, domesticated by humans so as to live and breed in a tame condition.

Exotic or wild animal: An animal that would ordinarily be confined to a zoo; one that would ordinarily be found in the wilderness of this or any other country; one that is a species of animal not indigenous to

the United States or to North America; or one that otherwise is likely to cause a reasonable person to be fearful of significant destruction of property or of bodily harm, and the latter includes, but is not limited to, monkeys, raccoons, squirrels, venomous reptiles and other such animals. Such animals are further defined as being those mammals or non-venomous reptiles weighing over 20 pounds at maturity, which are known at law as free nature. Exotic or wild animals specifically do not include animals of a species customarily used in the state as ordinary household pets, animals of a species customarily used in the state as domestic farm animals, fish confined in an aquarium other than piranha, birds, or insects.

Exposed to rabies: Any animal or human bitten by or exposed to any animal known or suspected to have been infected with rabies.

Harboring an animal: An animal shall be deemed to be harbored if it is fed or sheltered seven days or more, unless the animal is being boarded for a fee.

Harsh weather conditions: Conditions of extreme temperature and/or perception, and including exposure to sunlight, which may cause a risk of harm to an animal subjected to prolonged exposure without receiving shelter.

High-volume dog breeder: Any breeder who, during any calendar year maintains more than seven (7) or more intact female dogs. A veterinarian who provides whelping services within a veterinarian-client-patient relationship, and has no ownership interest in the bitch, is not included in this definition.

High-volume dog retailer: Any person who sells, resells or transfers ownership of more than fifty (50) dogs during any calendar year, including sale, resale and transfer of dogs to pet stores, breeders, kennels and dealers, and sale, resale, and transfer that occur via the Internet.

Inherently dangerous mammal: Any live member of the canidae, felidae or ursidae families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans and which include:

- (1) *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*).
- (2) *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*).
- (3) *Ursidae*, including any member of the bear family, or any hybrids thereof.

Impounded: Any animal which is received into custody by any employee of Animal Control.

Incorporated area: On property within the City of High Point, within the City of Greensboro, or within the Town of Jamestown. This term shall also apply to area within the corporate limits of any town or municipality in Guilford County if the governing body of such town or municipality adopts a resolution indicating that it is to be treated as an incorporated area under this chapter.

Keeper: A person having custody of an animal or who keeps or harbors an animal or who knowingly

permits an animal to remain on or about any premises occupied or controlled by such person.

Manager: The manager of the jurisdiction or his/her designee.

Neutered male: Any male dog or cat which has been rendered sterile by a surgical procedure.

Outside enclosure: A pen large enough to provide each dog less than 25 pounds with a kennel of at least 3 feet x 10 feet in size, and each dog 25 pounds or greater with a kennel of at least 5 feet x 10 feet in size. Animal Control services reserves the right to determine if a space is considered suitable for the number and size of dogs housed in an outdoor enclosure.

Owner: Any person, group of persons, firm, partnership, corporation, organization, association owning, keeping or any person having charge of, sheltering, feeding, harboring, or taking care of for seven or more consecutive days unless the animal is being boarded for a fee. The owner is responsible for the care, actions and behavior of his animals.

Properly cleaned: Carcasses, debris, food waste, excrement and standing water or liquid wastes are removed from the shelter or enclosure with sufficient frequency to minimize the animal's contact with the above-mentioned contaminants and keep the shelter or enclosure in a sanitary condition reasonably free of disease-causing agents and odors offensive to the public; and the shelter or enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with any stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.

Properly lighted: When referring to a facility, sufficient illumination to permit routine inspections, maintenance, cleaning, and housekeeping of the facility, and observation of the animals; to provide regular diurnal lighting cycles of either natural or artificial light, uniformly diffused throughout the facility; and to promote the well-being of the animals. When referring to a private residential dwelling and its surrounding grounds, properly lighted means sufficient illumination to permit routine maintenance and cleaning therefore, and observation of companion animals; and to provide regular diurnal lighting cycles of either natural or artificial light to promote the well-being of the animals.

Public health director: The director of the Guilford County Department of Public Health.

Restraint: An animal is under restraint if it is under sufficient physical restraint such as a leash, cage, bridle, or similar effective and humane device which restrains and controls the animal, or within a vehicle, or adequately contained by a fence on the premises, or an invisible fence or other secure enclosure. If any animal is restrained by a chain, leash or similar restraint, it shall be designed and placed to prevent choking or strangulation. Such chain or restraint shall not be less than ten feet in length and either on a swivel designed to prevent the animal from choking or strangling itself, or on a chain run.

Security dog: A dog on a premises specifically for the purpose of protecting the premises from any intruder and for attacking a person coming in the vicinity of the dog. A dog that is trained or conditioned to attack or otherwise respond aggressively without command.

Spayed female: A female dog or cat which has been rendered sterile by a surgical procedure.

Stray: Any domestic animal that is not under restraint or is not on the property of its owner and is

wandering at large, or is lost, or does not have an owner, or does not bear evidence of the identification of any owner.

Suspected of having rabies: An animal which has bitten a person or another animal or a wild animal which has bitten a person or a domestic animal.

Trespass: Trespass means that the victim of a bite or attack by an animal wrongfully invaded the property of the owner. The cause of the individual to be on the property and any other relevant circumstances shall be considered in order to determine whether or not a trespass has occurred. A child under the age of seven shall not be deemed to be a trespasser.

***Tethering:* tying out or fastening a dog outdoors on a rope, chain or other type of line for holding a dog. This shall not include tying out or fastening of a dog outdoors on an attended leash.**

Unincorporated area: Any area of Guilford County not within an "incorporated area" as defined above.

Vaccination: The administration of rabies vaccine as required by the law.

Veterinarian consultant: An accredited licensed veterinarian who will provide veterinarian services including the administering of drugs used for euthanasia and observation and release (if appropriate) of rabies cases.

Watch dog: A dog that barks and threatens to bite any intruder that has not been specially trained or conditioned for that purpose.

(Ord. of 10-21-10)

Sec. 5-2. Territorial application.

This chapter shall be effective within the unincorporated areas of Guilford County and within all towns which have a standing resolution or ordinance adopting county ordinances. This chapter shall be effective within the City of High Point and the City of Greensboro upon passage by the respective city councils of a resolution adopting this chapter.

(Ord. of 10-21-10)

Sec. 5-3. General duties of animal control.

Animal control shall be charged with the responsibility of:

- (1) Enforcing all laws of North Carolina and all ordinances of the jurisdiction pertaining to animals and shall cooperate with all law enforcement officers within the jurisdiction in fulfilling this duty.
- (2) Cooperating with the health director and assisting in the enforcement of all laws of North Carolina with regard to animals and especially with regard to vaccination of dogs against rabies

and the confinement or leashing of vicious animals.

- (3) Making canvasses of the county, including homes and any businesses in the county, as necessary for the purpose of ascertaining compliance with this chapter or state statute.
- (4) Investigating all reported animal bites or other human physical contact with the suspected rabid animal, enforcing quarantine ordered of any animal involved, and submitting bite reports and reports of human contacts to the health director.
- (5) Investigating complaints of county residents with regard to animals.
- (6) Protecting animals from neglect and abuse. Investigating cruelty or animal abuse with regard to dogs, cats and other animals and enforcement of state law and county ordinance regarding cruelty.
- (7) Investigating all reports or observations of incidents of harassment of or injuries to domesticated livestock caused by animals.
- (8) Seizing and arranging for impoundment, where deemed necessary, of any dog or other animal in the county involved in a violation of this or any other county ordinance or state law.
- (9) 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 control division.
 - b. Bite cases, violations and complaints, and investigation of same, including names and addresses of persons bitten, date, circumstances, and breed.
 - c. All monies belonging to the county which were derived from penalties.
 - d. Any other matters deemed necessary by the animal control supervisor and manager.
- (10) Being empowered to issue notices of violations or citations of this chapter in such form as the animal control supervisor may prescribe.

(Ord. of 10-21-10)

Sec. 5-4 Regulation of high volume breeders and retailers.

- (1) No person may act as a high volume breeders or retailer except in accordance with a permit issued pursuant to this section.
- (2) Animal control shall issue the permit required by this section. Before issuing the permit, animal control shall require proof that each of the-conditions set out herein have been met by the breeder.

- (3) The application for a permit shall include the name, address, and telephone number of the owner of the animals, the address and physical location of the kennel. It shall also include the number, breed, type and age of the animals.
- (4) Housing
- a. Housing – Shall provide for sanitary and safe housing for dogs, and shall provide adequate space appropriate to the age, size, weight, and breed of the dog and that allows the dog to engage in normal body movements, including the ability to sit, stand up, turn about freely, or lie fully recumbent in a natural position. The primary enclosure shall provide at least partial solid flooring. Nonsolid flooring must be safe for the breed, size, and age of the dog; be free from protruding sharp edges; and be designed to that the paw of the dog is unable to extend through or become caught in the flooring.
 - b. Each dog, if housed in a primary enclosure, whether housed alone or with other compatible dogs, shall be provided a minimum amount of space, calculated as:
 - i. For nonbreeding dogs housed together, the primary enclosure shall provide 100 percent of the required space for each dog, if maintained separately.
 - ii. Each bitch with nursing puppies must be provided with an additional amount of floor space, based on her breed and behavioral characteristics, and in accord with generally accepted husbandry practices as determined by the attending veterinarian. If the additional amount of floor space for each nursing puppy is less than five (5) percent of the minimum requirement for the bitch, such housing must be approved by the County.
 - iii. The interior height of a primary enclosure must be at least 6 inches higher than the head of the tallest dog in the enclosure when it is in a normal standing position.
 - iv. Innovative primary enclosures not precisely meeting the floor area requirements provided in paragraphs b(i), b(ii), and b(iii) of this section, but that provide the dogs with a sufficient volume of space and the behavioral needs stated in section 7 may be used at an operation when approved by the County.
 - c. Shelter – Shall provide protection from harmful extremes of temperature, air movement, moisture, light and other climatic elements to ensure proper health and well-being of the dog.
 - d. Storage Facilities – Shall be designed and maintained as to provide adequate storage to protect food, medicines, supplies, and bedding from deterioration, contamination, and vermin infestation. Any potentially toxic substance should be stored in a manner to avoid contamination and potential for harm to the dogs.
 - e. Structure – Shall be structurally sound, in good repair, have no sharp edges or points that could injure the dog(s), and shall securely contain the dogs while precluding access by other animals. Structural surfaces should be sanitizable or replaceable.
 - f. Waste Disposal – All excreta, feces, debris, and food wastes must be removed from enclosures, at least once daily, and from under primary enclosures as often as necessary, to prevent an

excessive accumulation of feces and food waste, to prevent soiling of dogs contained in the enclosure, and to reduce disease hazards, insects, pests and odors. Premises must be kept free of accumulations of trash, junk, waste products, and discarded matter. Waste must be handled and disposed of in a manner that poses minimal hazards to dogs and personnel, and reduces the likelihood of contamination of the soil or ground water with chemicals and/or microorganisms.

g. Cleaning and Sanitation – Hard surfaces with which the dogs come in contact must be spot-cleaned daily and sanitized at least once every 2 weeks and more often if necessary to prevent accumulation of dirt, debris, food waste, excreta, and other disease hazards. When steam or water is used to clean the primary enclosure, whether by hosing, flushing or other methods, dogs must be removed, unless the enclosure is large enough to ensure the dogs will not be harmed, wetted, or distressed in the process. Standing water must be removed from the primary enclosure and dogs in other primary enclosures must be protected from being contaminated with water and other wastes during cleaning.

h. Lighting – The facility shall have sufficient lighting by natural and/or artificial means as to allow observation of the physical condition of the dogs being housed, and to permit inspection and cleaning of the facility. A diurnal lighting cycle should be provided.

i. Environment – Dogs shall be protected from extreme temperatures so as to maintain their health and render their environment comfortable. When climatic conditions pose a threat to a dog's health or wellbeing, taking into consideration such factors as the dog's age, breed, overall health status and acclimation, appropriate measures must be taken to alleviate the impact of those conditions. Adequate ventilation shall be provided to minimize odors, drafts, ammonia levels, and to prevent the condensation of moisture.

j. Pest Control – An effective program for the control of insects, external parasites affecting dogs, and birds and mammals that are pests, must be established and maintained so as to promote the health and well-being of the dogs and reduce contamination by pests in dog areas.

k. Retreat Area – Dogs shall also be provided in their primary enclosure some form of a den, which shall comprise at least a solid floor and visual barrier, as to allow rest and retreat.

l. Whelping box – All bitches with litters shall be provided an appropriate whelping box, which should provide means to contain the puppies during whelping, and provide some form of substrate, insulation or heat source so as to prevent dissipation of heat so that all puppies are able to maintain appropriate body temperature. If a heat source is provided, care must be taken to protect the bitch and puppies from thermal injury.

(5). Nutrition and Hydration

a. Adequate food – A dog shall be fed at least once daily, or as otherwise required on the advice of a veterinarian. The food should be free from contaminants and be of sufficient nutritive value and quantity to maintain the normal condition and weight of the dog as germane to its age, sex, breed, and reproductive status.

b. Potable water – Shall be provided at all times, unless otherwise directed by a veterinarian.

c. Food and water receptacles – Shall be readily accessible to all dogs and shall be located to minimize contamination and to protect them from precipitation. Any non-disposable receptacles shall be durable, cleaned daily, and sanitized at least once per week; disposable receptacles shall be replaced daily, and automatic feeders shall be cleaned and sanitized regularly to prevent the growth of mold and deterioration or caking of feed. Automatic watering devices shall be kept clean, be properly and regularly sanitized, and be tested daily to ensure they are functioning correctly.

(6). Behavioral Requirements

a. General

- i. The following behavioral needs shall be met at least daily, except as stated otherwise. All persons should have a documented protocol regarding how to meet the following necessary behavioral needs, and sufficient facilities and/or staff to meet them.
- ii. The goal shall be to allow dogs the opportunity to partake in species-specific behaviors. Dogs shall not be housed for extended periods of time in a manner devoid of any enrichment and/or activity and/or social contact.

b. Conspecific socialization – Dogs shall be provided with full-body physical contact with other compatible dogs daily, except as necessary for reasons such as veterinary treatment or quarantine, or prior to parturition for a bitch. Prior to weaning, a bitch and her litter shall fulfill all conspecific socialization needs among the group.

c. Human socialization – Dogs shall be provided with daily positive human contact and socialization. Contact during feeding time alone is not sufficient to meet this requirement. Every effort should be made to provide dogs that are housed singly with visual enrichment, such as visual contact with conspecifics or humans, except as necessary for veterinary care, quarantine, or prior to parturition for a bitch.

d. Locomotion

- i. Persons shall ensure that each dog that is weaned has access to “locomotory activity”; this activity should allow for an animal to move sufficiently to develop and/or maintain normal muscle tone and mass as pertinent for the age, breed, sex and reproductive status of the dog. Provisions for locomotory activity should also allow the dog an opportunity to achieve a running stride.
- ii. The provided area for locomotion should be separate from the primary enclosure if the primary enclosure does not allow for fulfillment of adequate locomotion enrichment and social activities. The area must be kept clean, free of infestation by pests or vermin, and prevent escape of the dogs.
- iii. Forced activity, other than for veterinary treatment, is neither sufficient nor appropriate for fulfilling these needs. Physical activity that is repetitive, restrictive of other activities, solitary, and not goal oriented is neither sufficient nor appropriate for fulfilling all activity needs.

(7). Grouping

- a. Dogs having locomotory activity in groups and/or social interaction must be compatible and free of infectious disease.
- b. Females in heat shall not be housed in the same primary enclosure with males, except for breeding purposes.
- c. Any dog exhibiting a vicious or aggressive behavior shall be housed separately, as needed to prevent injury to other dogs. As with quarantine, separation of dogs due to aggression should be accompanied by a program to resolve the underlying causes of this disorder.
- d. Isolation of any dog with an infectious disease or condition – If a dog is infected with a contagious disease or condition as determined by a licensed veterinarian, one must house the dog separately from healthy animals, and shall handle the dog in a manner that will minimize the likelihood of contagion. Handlers must wash their hands before and after handling each infected or contagious dog.

(8). Staff

- a. An adequate number of trained staff must be provided to ensure appropriate upkeep of the facility and that all minimum care requirements for the dogs can be met.
- b. The Permittee shall not hire individuals who have pled no contest or have been found to have violated any Federal, State or local laws or regulations pertaining to animal cruelty within one (1) year of application for employment, or more than one (1) year if the Board/Agency determines the circumstances render the applicant unfit for employment.
- c. The Permittee shall report to the Board/Agency any no contest pleas or convictions pertaining to animal cruelty involving any of his/her employees that occur during the time they are employed by licensee.

(9). Handling

Handling of all dogs should be done as carefully as possible in a manner that does not cause trauma, overheating, excessive cooling, behavioral stress, physical harm or unnecessary discomfort.

(10). Health and Veterinary Care

All persons shall:

- a. Ensure that necessary routine and preventive veterinary care is provided under the direction of a licensed veterinarian, and maintain a written health care management protocol addressing routine veterinary care. At a minimum, regular preventive care should include examination at least once yearly by a licensed veterinarian for breeding dogs.
- b. Assess each dog's health and welfare daily; this should include observation of body condition (e.g., appropriate weight, skin/coat/nail condition), behavior, and whether the dog is eating, drinking, urinating, and defecating normally.
- c. Provide prompt treatment of illness or injury under the direction of a licensed veterinarian.

d. Maintain records of any veterinary care, including records of regular preventive veterinary care.

e. Ensure that humane euthanasia is performed when necessary and only by a licensed veterinarian, or other certified personnel pursuant to state regulations, using methods cited in the American Veterinary Medical Association's Guidelines on Euthanasia and in accordance with applicable federal and state laws.

f. Upon written approval by a licensed veterinarian or the County, any dog may be exempted from any of the standards of care mentioned in section 5 reasonable expiration date must be provided for such exemptions at which time the exemption shall be re-evaluated to determine whether it is still appropriate.

g. All veterinary care provided pursuant to the requirements in this Act shall be provided within a veterinarian-client-patient relationship, and in accord with the state veterinary practice act, with provisions for both routine and emergency care.

(11)

a. Any person, household, or business entity permitted to conduct breeding operations shall allow Guilford County Animal Control to inspect, at reasonable times, without notification, at least one time per year, any premise used by the breeder for breeding animals. The purpose of the inspection shall be to insure the safety and health of the animals used in the breeding operation and compliance of the breeder with laws regulating the breeding and care of the animals in the care, custody, and control of the breeder. Animal Control may revoke the permit of any breeder who refuses to allow an inspection of the breeder's premises used for breeding operations. Any breeder or retailer must demonstrate compliance with relevant, applicable local regulations.

b. The requirements of this section apply to all breeders in operation on the effective date of this section, as well as any established thereafter.

c. A permit issued in accordance with this section may be revoked by Animal Control for violation of any of the conditions enumerated under the subsection above. Animal Control shall state the reason for revocation in writing and shall deliver the determination of revocation to the permittee personally or by registered or certified mail, return receipt requested.

d. Any person who is denied a permit or whose permit is revoked pursuant to this section shall have 30 days to comply with the requirements of this section or to reduce the number of animals not spayed or neutered on the premises to not more than four.

e. Any person who is denied a permit or who has a permit revoked may appeal the denial or revocation to the county manager or their designee by giving written notice of appeal to the county manager within 30 days after the receipt of the written determination. The county manager or their designee shall conduct a de novo hearing to determine if the permit should be denied or revoked. Any enforcement action shall stay pending upon determination of an appeal pursuant to this subsection.

(Ord. of 10-21-10)

5-5. Additional Requirements for dog breeders and dog retailers who are maintaining facilities in violation of this chapter.

1. This section applies to:
 - a. Any dog breeder or dog retailer who is not required to obtain a permit pursuant to section 5.4 of this chapter, and
 - b. has been determined to operate a kennel or operate as a dog retailer in violation sections ~~5.10~~, 5.11, 5.12, 5.13., 5.14, 5.15, and 5.24 of this chapter.
2. Any person subject to the requirements of this section must meet the standards of section 5.4 for the breeding and/or dog retail operation for a period of two years after the notice of violation;-such fees as set out in the fee schedule.
3. For the purposes of this section any person who has received a notice of violation for any of the above referenced sections will be deemed covered by the requirements of this section; if any/all citations or penalties issued are at some point overturned or deemed void, the person will have no further obligations under this section; however, the compliance review cost, plus any other costs incurred by the person, pursuant to the provision of this section during such time when compliance was necessary, may not be recovered.

(Ord. of 10-21-10)

Sec. 5-6. Interference or concealment.

- a. *Interference.* It shall be unlawful for any person to interfere with, hinder, molest, resist, or obstruct employees of Animal Control or its agents or veterinarians in the performance of any duty authorized by law or ordinance, or to seek [to] release any dog or cat in the custody of such agents (including from traps, cages, or other enclosures) except as specifically provided or authorized by Animal Control.
- b. *Concealment of animal.* It shall be unlawful for any person to conceal, for the purpose of evading the licensing requirement or rabies vaccination requirement [of] the law or any applicable ordinance, any unlicensed or unvaccinated animal from any employee of Animal Control.

(Ord. of 10-21-10)

Sec. 5-7. General duties of keepers/owners of animals.

It shall be unlawful for any keeper or owner of animals, to keep animals under unsanitary or inhumane conditions or to fail to provide proper food and water daily, adequate exercise, adequate shelter which is properly cleaned and properly lighted, adequate space, or to fail to provide proper medical attention for sick, diseased or injured animals, including treatment by a veterinary consultant if appropriate for the animal's health or condition, as well as adequate inoculation against disease, according to the species of the animal kept. If an animal control officer or law enforcement officer seizes an animal, and no attempt is made by the owner(s) to recover or appeal the seizure, the animal will be deemed abandoned after six

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(6) working days and all owners' rights shall be forfeited to Guilford County.

(Ord. of 10-18-12)

Sec. 5-8. Bird sanctuaries.

Previous designations of bird sanctuaries by cities or towns in Guilford County are unaffected by adoption of this chapter and remain in effect.

(Ord. of 10-21-10)

Sec. 5-9. Animals running at large prohibited.

(a) It shall be unlawful for any person owning or controlling any animal to allow the same to create a nuisance or public danger by running at large. It shall be the duty of animal control and/or law enforcement officers to take up and deliver any domesticated animal (e.g., dog, cat), including fowl and other domestic animals within the meaning of this ordinance found running at large to the county animal shelter. Each person owning or controlling an animal, including fowl, shall be responsible for taking whatever measures are reasonably necessary for keeping the animal on the owner's premises or under the owner's control when off his premises.

(1) *Restraint of animals* (in incorporated areas or on less than one acre). It shall be unlawful for any person owning or having possession, charge, custody or control of any animal, excluding cats, to keep such animal on or off his premises unless such animal is under sufficient physical restraint such as a leash, bridle, cage or similar device which restrains and controls the animal (subject to the provisions set out in Sec 5-14 of this Chapter), within a vehicle or adequately contained by a fence on the premises or other secure enclosure. If the owner possesses and maintains an effective and working invisible fence system to restrain his/her animals, a visible and permanent sign must be on the premises that states an invisible fence system is in use.

(2) *Restraint of animals* (on one acre or more in unincorporated areas). Notwithstanding the provisions of subsection (1) above, animals kept on a lot or parcel of real property in an unincorporated area one acre or greater in size do not have to be kept within a fence or other secure enclosure or under any physical restraint while on such premises. This exemption does not relieve any person of the duty to prevent his/her animal from constituting a nuisance under section 5-10 below.

(b) This chapter shall not be interpreted as restricting persons owning specially trained hunting/working dogs, which can be controlled by voice commands, from actually using their dogs for hunting/working (in the presence of and under the voice control of the owner or an agent of the owner) in unincorporated areas of Guilford County where such activities are not prohibited by law.

(Ord. of 10-21-10)

Sec. 5-10. Public nuisances prohibited.

- (a) The actions of an animal constitute a public nuisance when an animal disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of another's property.
- (b) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner as to constitute a public nuisance. By way of example and not of limitation, the following acts or actions by an owner or possessor of an animal are hereby declared to be a public nuisance and are therefore unlawful:
 - (1) Having an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of one's property.
 - (2) Allowing or permitting an animal to damage the property of anyone other than its owner/possessor, including, but not limited to, turning over garbage containers, or damaging gardens, flowers, or vegetables, or defecating upon the property of another.
 - (3) Maintaining the animals in an unsanitary environment which results in offensive odors or is dangerous to the animal or the public health, safety or welfare, or a failure to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease.
 - (4) 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 the animals on the property.
 - (5) Allowing or permitting an animal to bark, whine, howl, crow or cackle in a long-continued or frequent fashion so as to interfere with the reasonable use and enjoyment of neighboring premises.
 - (6) Maintaining an animal that is diseased and dangerous to the public health.
 - (7) Maintaining an animal that habitually or repeatedly chases, snaps at, attacks or barks at pedestrians, joggers, animals walked on a leash by owners, bicycles or other vehicles.
 - (8) Being repeatedly at large or failing to exercise sufficient restraint necessary to control a dog.
 - (9) Failing to confine a female dog or cat while in heat in a building or secure enclosure in such a manner that she will not be in contact with another dog or cat or attract other animals; provided, 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 which is

being bred.

In addition to any other enforcement remedies available under this chapter, if the animal control supervisor declares an animal to be a nuisance under this section, then the animal control supervisor has the authority to order the owner to confine the animal in accordance with the animal control supervisor's instruction. It shall be unlawful for the owner to fail to comply with such an order or with the instructions in the order.

(Ord. of 10-21-10)

Sec. 5-11. Confinement and control of inherently dangerous mammals.

- (a) *Generally.* It shall be unlawful for any owner to keep an inherently dangerous mammal within the county.
- (b) *Exemptions.* The following shall be exempt from this chapter:
 - (1) Any nonprofit institution or exhibitor or dealer, which owns or harbors inherently dangerous mammals for research; provided that, the institution/facility/premises are licensed by the U.S. Department of Agriculture or Interior;
 - (2) Traveling fairs, circuses and carnivals shall also be exempt from this section; and
 - (3) Any inherently dangerous mammal registered with the Animal Control Section prior to 6 3-1990.
- (c) *Recapturing.* The owner of any inherently dangerous mammal shall reimburse the county for all costs incurred while attempting to recapture any mammal. If the animal is sheltered or euthanized by Animal Control, the owner shall also pay these costs.

(Ord. of 10-21-10)

Sec. 5-12. Dangerous or vicious animals restricted.

- (a) *General provisions.* It shall be unlawful for any person to own or in any way maintain or harbor any animal which is dangerous or vicious, except as provided in this chapter.
- (b) *Enforcement.* If an animal control officer or law enforcement has determined that an animal is dangerous, then the animal control officer or law enforcement officer shall notify the owner immediately in writing. The owner shall turn the animal over to the county animal shelter or to an Animal Control approved veterinary clinic within 24 hours of such notification. After six (6) working days, the county animal shelter or animal control officer shall have the duty and authority to impose one of the following remedies:
 - (1) Require forfeiture of ownership of the animal(s) to Guilford County; or (2) Enforce compliance with subsection (e) of this section.

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Any animal declared to be a dangerous or vicious animal, by the animal control officer or law enforcement officer, shall not be disposed of for research or experimental purposes. Failure to comply with this section or any parameters herein may result in assessed civil penalties and/or forfeiture of animal(s).

- (c) *Appeal.* Any person who owns an animal that has been declared dangerous or vicious by an animal control officer or law enforcement officer shall have the right to appeal this decision to an appellate Board in accordance with N.C. Gen. Stat. § 67-4.1 *et seq.* The owner of an animal declared dangerous or vicious shall have the right to request a hearing contesting that determination by submitting a written request to the office of the manager or his/her designee within five (5) working days of the animal control officer's or law enforcement officer's determination that the animal is dangerous or vicious. A deposit may be required by the owner equal to the estimated costs, including veterinary care for ten (10) days boarding. Failure to pay said deposit when required shall be deemed a waiver of all rights regarding the animal.
- (d) *Hearing procedures.* The manager or his/her designee, serving as the appeal's hearing officer shall chair an appellate Board to conduct a hearing to determine that the animal control officer's or law enforcement officer's determination that the animal is dangerous or vicious should be upheld. The Board shall:
- 1) Make a determination as to whether or not the animal is dangerous or vicious, or otherwise possess a sufficient risk to the health or personal property of others;
 - 2) Determine the appropriate means of compliance in accordance with section (b) above; and,
 - 3) Issue such other order of direction as is necessary to enforce compliance with this section.

If the animal is determined, based on the discretion of the Board, not to be dangerous or vicious, it shall be returned to the owner. If the Board determines the animal to be dangerous or vicious, then the county animal shelter or animal control officer or law enforcement officer shall dispose of the animal in accordance with the determination of the appeals Board. In the event of an appeal of the Board's decision to the courts, the animal shall be confined at the county animal shelter pending the appeal. The owner of the animal shall be responsible for paying all boarding, veterinarian, and other expenses associated with keeping the animal during the appeal.

- (e) *Enclosures for dangerous or vicious animals.* If an animal has been determined to be dangerous or vicious, as specified in this section, and at the appeals Board's discretion, the owner may retain the animal upon satisfying the following conditions. The owner must erect, within 30 days of declaration of dangerous or vicious status by an animal control officer or law enforcement officer, or in the event of an appeal, within fifteen (15) days from the decision of the appeals Board a proper structure and display warning signs. This structure must be inspected and approved by a code enforcement official; designated animal control officer; or installed by a qualified professional as meeting the following requirements and standards (Note: With appropriate findings, the appeals panel may require alternative method(s) of enforcement of equal to or more restrictive than the requirements such forth below.)

(1) The structure must be a minimum size of fifteen feet by six feet by six feet (15' × 6' × 6') with a floor consisting of a concrete pad at least four inches thick. If more than one animal is to be kept in the enclosure, the floor area must provide at least 45 square feet for each animal. The walls and roof of the structure must be constructed of welded chain link of a minimum thickness of 12 gauge, supported by galvanized steel poles at least 2 1/2 inches in diameter. The vertical support poles must be sunk in concrete-filled holes at least 18 inches deep and at least eight inches in diameter. The chainlink fencing must be anchored to the concrete pad with galvanized steel anchors placed at intervals of no more than 12 inches along the perimeter of the pad. The entire structure must be freestanding and not be attached or anchored to any existing fence, building, or structure. The structure must be secured by a child-resistant lock.

(2) A warning sign of at least 120 square inches must be visible from each exposure of the structure which is visible to any adjoining property. Each sign must have a graphic representation of an appropriate animal such that the dangerousness or viciousness of the animal is communicated to those who cannot read, including young children.

(3) The owner of the animal will be responsible for ensuring that the enclosure is maintained in such a condition as to meet the requirements of this chapter. Failure to maintain or repair the enclosure shall subject the owner to penalty under this chapter.

(4) Prior to inspection of the enclosure by the appropriate personnel as described in (e) above the owner shall pay the current fee for the inspection of an accessory building. The animal shall not be returned to the owner's property until such time as this enclosure and warning signs have been approved. While this structure is being erected, the animal must be boarded at the county animal shelter at the owner's expense. A deposit may be required by the owner equal to the estimated costs, including veterinary care for ten (10) days boarding. Failure to pay said deposit when required shall be deemed a waiver of all rights regarding the animal.

- (f) *Confinement, muzzling and control of vicious animals.* It shall be unlawful for any owner or person to keep any vicious animal within the county unless it is confined within a secure building or enclosure or unless it is securely muzzled and under restraint by a competent adult who, by means of a leash, chain or rope, has such animal firmly under physical restraint at all times. Failure to comply will result in a civil penalty and/or forfeiture of the animal in accordance with (b)(1) of this section.
- (g) *Owners of animals deemed dangerous or vicious. Owner(s) of an animal declared to be dangerous or vicious must immediately notify Guilford County Animal Control, in writing, of any change of address or transfer of ownership of animal(s).*

(Ord. of 10-18-12)

Sec. 5-13. Animal fighting and baiting prohibited.

- (a) *Causing, instigating or permitting.* No person shall bait, cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between an animal and a human.
- (b) *Facilities and equipment.* It shall be unlawful for any person to maintain, own or possess facilities

or equipment for the purpose of training an animal, including a cock, with the intent that the animal be used in fighting or baiting of that animal or any other animal. Treadmills, log pulls, break sticks, hanging devices or cockspurs, or other equipment possessed with the intent to violate this chapter shall be contraband and such material shall be seized whenever found and shall be destroyed upon conviction of the possessor or owner under this chapter. This chapter does not prohibit the possession of facilities or equipment for the training of animals by kennels or animal obedience schools if such kennels or schools are registered with the North Carolina Department of Agriculture.

- (c) *Transportation.* It shall be unlawful for any person to transport an animal, including a cock, with the intent that the animal be used in fighting or baiting of that animal or any other animal.
- (d) *Transfer.* It shall be unlawful for any person to buy, sell, give, transfer, or deliver an animal to another with the intent that the animal be used in fighting or baiting of that animal or any other animal.

(Ord. of 10-21-10)

Sec. 5-14. Mistreatment of animals prohibited.

It shall be unlawful for any person to subject or cause to be subjected any animal to cruel treatment or to deprive or cause to be deprived any animal of adequate food and water, necessary medical attention, adequate shelter, protection from the weather or humanely clean conditions.

- (a) *Adequate food and water.* No person owning or responsible for any animal may fail to supply the animal with sufficient supply of food and water as prescribed in this section.
 - (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 in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean.
 - (2) *Adequate water.* A constant access to a supply of clean, fresh water provided in a sanitary manner.
- (b) *Necessary medical attention.* No person owning or responsible for any animal shall fail to supply the animal with necessary medical attention when the animal is or has been suffering from illness, injury, disease, excessive parasitism or malformed or overgrown hoof.
- (c) *Proper shelter, protection from the weather and humanely clean conditions.* No person owning or responsible for any animal shall fail to provide the animal with proper shelter, protection from the weather or humanely clean conditions as prescribed in this section.
 - (1) *Indoor standards.* Minimum indoor standards of shelter shall be as follows:
 - a. The ambient temperature shall be compatible with the health of the animal.

- b. Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animal at all times.
- (2) *Outdoor standards.* Minimum outdoor standards of shelter shall be as follows:
 - a. When sunlight is likely to cause heat exhaustion of an animal tied or confined outside, sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight.
 - b. Shelter shall be as follows:
 - 1. An adequate artificial shelter with a minimum of three sides, floor and a waterproof roof appropriate to the local climatic conditions for the species concerned shall be provided as necessary for the health of the animal.
 - 2. If a dog is tied or confined unattended outdoors under harsh weather conditions which adversely affect the health of the dog, a shelter of suitable size with a floor above ground and waterproof roof shall be provided to accommodate the dog and protect it from the weather and, in particular, from severe cold. Inadequate shelter may be indicated by the shivering of the dog due to cold weather for a continuous period of 30 minutes.
- (3) *When confinement prohibited.* No animal may be confined in a building, enclosure, car, boat, vehicle or vessel of any kind when extreme heat or extreme cold will be harmful to its health.
- (4) *Standards for chaining.* No animal may be chained outdoors unattended without a chain/cable designed and placed to prevent choking or strangulation. Such chain/cable or restraint shall not be less than ten feet in length with the area free of obstacles so that the animal may have access to his food, water and shelter.
- (5) *Space standards.* Minimum space requirements for both indoor and outdoor enclosures shall include the following:
 - a. The housing facility shall be structurally sound and maintained in good repair to protect the animal from injury and to contain the animal.
 - b. Enclosures shall be constructed and maintained to provide sufficient space to allow each animal adequate freedom of movement. Inadequate space may be indicated by evidence of overcrowding, debility, stress or abnormal behavior patterns.
- (6) *Humanely clean conditions.* Minimum standards of sanitation necessary to provide humanely clean conditions for both indoor and outdoor enclosures shall include periodic cleaning to remove excretions and other waste materials, dirt and trash to minimize health hazards.
- (d) *Properly fitted collars required.* An owner or keeper of a dog or cat shall not permit injury to or infliction of pain upon such animal from an improperly fitting or embedded collar.

(Ord. of 10-21-10)

Sec. 5-15. Cruel treatment prohibited.

- (a) *Molestation, torture, etc. prohibited.* It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to its health or general welfare any animal or to cause or procure such action. The words "torture" and "torment" and the term "cruelly beat or treat" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit an animal control officer, his agents or veterinarians from euthanizing dangerous, unwanted, or injured animals in a humane manner.
- (b) *Luring, enticing, seizing, molesting or teasing an animal.* It shall be unlawful for any person to entice or lure any animal out of an enclosure or off the property of its owner or keeper, or to seize, molest or tease any animal while the animal is held or controlled by its owner or keeper or while the animal is on the property of its owner or keeper; but such actions of luring, enticing and seizing shall not be construed to prohibit lawful taking of animals under the jurisdiction and regulations of this chapter by duly authorized animal control officers.
- (c) *Abandonment.* It shall be unlawful for any owner or person responsible for any animal to drop or leave such animal on a street, road, highway, or in a public place or on private property with intent to abandon without provision for its continuous care, sustenance and shelter. No owner of an animal shall abandon such animal except to relinquish the animal to the animal shelter. If animal control finds that an animal has been abandoned, the animal may be impounded. If the animal has been abandoned in a house or within a fenced area, animal control must make a reasonable effort to locate the owner or manager of the property. If the property owner or manager is not the animal owner, then animal control shall secure permission to remove the animal. If the property owner is also the animal owner and this individual cannot be located, animal control shall secure an appropriate warrant to seize the animal. An animal seized pursuant to this section shall be impounded for a period of at least 72 hours. If the owner contacts animal control to reclaim the animal, an explanation for the animal's abandonment must be provided to the satisfaction of the animal control supervisor before the animal is reclaimed by the owner. If the animal is unclaimed by its owner after being held as long as practicable, the animal shall be placed in adoption or humanely euthanized.
- (d) *Performing animal exhibitions.* No person may sponsor, promote, or train a wild or domestic animal to participate in unnatural behavior in which the animal is wrestled, fought, harassed, or displayed in such a way that the animal is abused or stressed. This prohibition applies to events and activities taking place in either public or private facilities or property and applies regardless of the purpose of the event or activities and whether or not a fee is charged to spectators.
- (e) *Baby animals, novelties and fowl.* It shall be unlawful for any person to sell or offer for sale, barter or give away baby chickens, baby ducklings or fowl under six weeks of age as pets, toys, premiums or novelties; provided, however, that this section shall not be construed to prohibit the sale or display of such baby chickens, ducklings or other fowl or such rabbits in proper facilities

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with adequate food, water, and shelter by breeders or stores engaged in the business of selling the animals for the purposes other than pets or novelties.

- (1) It shall be unlawful to color, dye, stain or otherwise change the natural color of baby chickens or fowl or rabbits.
- (2) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter any contest, game, or other competition, or as an inducement to enter a place of amusement, or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade, or sell chances, coupons, or tickets to be redeemed for any live animal, bird or fish.

(3) It shall be unlawful for any person to tether any fowl.

- (f) *Transport of animals.* It shall be unlawful for any person to transport an animal in the trunk of a vehicle, or closed compartment on a vehicle or trailer, or in a truck or the back of a truck in such a way as to cause pain, suffering or possible pain or death to the animal. Nothing in this section shall be deemed to prohibit the humane transportation of horses, cattle, sheep, poultry, or other livestock in trailers or other vehicles designed, constructed, and adequate for the size and number of animals being transported.
- (g) *Confinement of animals in motor vehicle.* No person may place or confine an animal or allow an animal to be placed or confined in a motor vehicle under such a period of time as to endanger the health or well-being of such animal due to temperature, lack of food or water, and such other conditions as may reasonably be expected to cause suffering, disability, or death.
 - (1) After making a reasonable effort to find the driver of a vehicle in which an animal is confined, an employee of the animal control division may use the least intrusive means to break and enter the vehicle if necessary to remove the animal where reasonable cause exists to believe that the animal is in the vehicle in violation of this subsection.
 - (2) The animal control officer removing the animal shall then impound it and leave in a prominent place on the motor vehicle a written notice of the animal's impoundment, a brief description of the animal, and where and when the animal may be reclaimed. The officer may also issue a citation for violation of this subsection.
- (h) *Intentionally striking animals with motor vehicles.* It shall be unlawful for any person to intentionally strike an animal with an automobile or other vehicle causing injury or death.
- (i) ***Tethering.* It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device in a manner prohibited by this subsection.**
 - a. **No person shall tether, fasten, chain tie, or restrain a dog, or cause such restraining of a dog, to a tree fence, post, dog house, or other stationary object. During periods of tethering that are not unlawful under this subsection, any tethering device used shall be at least ten feet in length and attached in such a manner as to prevent strangulation or other injury to the dog or entanglement with objects**
 - b. **No Person shall tether, fasten, chain, tie, or restrain a dog, or cause such restraining of a dog,**

to a cable trolley system, that allows movement of the restraining device. During periods of tethering that are not unlawful under this subsection, the length of the cable along which the tethering device can move must be at least ten feet, and the tethering device must be of such length that the dog is able to move ten feet away from the cable perpendicularly and attached in such a manner as to prevent strangulation or other injury to the dog and entanglement with objects. During periods of lawful tethering under this subsection, tethers must be made of rope, twine, cord, or similar material with a swivel on one end or must be made of a chain that is at least ten (10) feet in length with swivels on both ends and which does not exceed ten (10) percent of the dog's body weight. All collars or harnesses used for the purpose of the lawful tethering of a dog must be made of nylon or leather.

- c. No person shall tether a dog with a chain or wire or other device to, or cause such attachment to, any collar other than a buckle type collar or body harness.
- d. No person shall tether with a chain or a wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog.
- e. No person shall tether with a chain, wire or other device to a dog where the weight of the tethering device and the collar combined exceeds ten (10) percent of the dog's body weight.
- f. No person shall tether with a chain or wire or other device a dog in such a manner that does not allow the dog access to adequate food, water and shelter.
- g. No person shall tether a sick, diseased and/or injured dog, or puppy (a dog that is one year of age or younger).
- h. Notwithstanding the provisions of 5-15 (i)a & b of this subsection, a person may, subject to the provisions of subsections 5-15 (i) c-h, and subject to the requirement that any stationary tethering device used, shall be at least ten feet in length, and subject to the requirement that for any cable trolley system used the length of the cable along which the tethering device can move must be at least ten feet, and the tethering device must be of such length that the dog is able to move ten feet away from the cable perpendicularly, may:
 - i. Tether and restrain a dog while actively engaged in:
 - 1. Usage of the dog in shepherding or herding livestock, or
 - 2. Use of the dog in the business of cultivating agricultural products, of the restraining is reasonably necessary for the safety of the dog, or
 - 3. Use of the dog in a lawful hunting activities if the restraint is reasonably necessary for the safety of the dog, or
 - 4. Use of the dog at a dog training or performance events, including but not, limited to the field trials and obedience trials where tethering does not occur for a period exceeding seven consecutive days, or
 - 5. Camping or other recreation where tethering is required by the camping or recreational area where the dog is located, or
 - ii. 6. Any activity where a tethered dog is in visual range of its Owner or Keeper, and the Owner or Keeper is located outside with the dog. After taking possession of a dog that appears to be a stray dog and after having advised animal control authorities of

- the capture of dog, tether and restrain the dog in accordance with the provisions for a period not to exceed seven (7) days as the person having taken possession of the dog is seeking the identity of the dog.
- iii. Walk a dog with a handheld leash.

- (j) *Inspection of pet stores/Dealer Facilities.* Animal control officers shall have the authority to conduct inspections of pet stores, to the extent not pre-empted by state law, in order to determine if there is abuse of animals. Abuse of animals shall include any act described in this section or any other act which is detrimental to the well-being of the animal. It shall be unlawful for any pet store employee or pet store owner to violate this section.
- (k) *Authority to use force against animals.* Nothing in this section shall prohibit use of force against an animal which is in the act of attacking a human or a domestic animal.

(Ord. of 10-21-10)

Sec. 5-16. Notice in case of injury.

It shall be unlawful for any person who causes injury to an animal (including livestock) including, but not limited to, running over or hitting a domesticated animal with any vehicle, to fail to notify immediately at least one of the following: the owner(s) or keeper(s) of the animal (if known or ascertainable with reasonable efforts made to locate the owner or keeper), an animal control officer, the appropriate police or sheriffs department, or the animal shelter.

(Ord. of 10-21-10)

Sec. 5-17. Destruction of animals that cannot be seized by reasonable means.

Notwithstanding any other provision of this chapter, an animal that cannot be seized by reasonable and normal means, retrieved by an animal control officer, trapped in a humane, live-capture animal trap provided by animal control, or tranquilized by animal control division personnel may be humanely destroyed in the field upon the authorization of the animal control division director or his/her designee. Provided, a vicious animal, a dangerous animal so designated by the public health director, or an animal attacking a human being, another pet, or livestock may be immediately destroyed if, in the opinion of the animal control supervisor or animal control officer, such destruction is necessary for the protection of the public health and safety.

(Ord. of 10-21-10)

Sec. 5-18. Setting humane animal traps and authority to receive trapped animals.

Animal control is authorized to place, upon request, live-capture animal traps on private or public property to trap and remove stray, at large, unwanted, or nuisance animals, including cats. It is unlawful for any person other than an animal control officer or their designee to remove any animal from the trap or to damage, destroy, move, or tamper with the trap. Animal control is authorized to receive and

impound animals that are trapped by other agencies or persons.

(Ord. of 10-21-10)

Sec. 5-19. Impoundment.

- (a) *Generally.* Any animal found being mistreated or kept under unsanitary or inhumane conditions, as provided in section 5-11; any animal found to be cruelly treated, as provided in section 5-12; any animal found to be a public nuisance, as provided in section 5-8; any dog found running at large or not under restraint in violation of section 5-7; or any animal which appears to be lost, strayed or unwanted, or any dog or cat is found to be not wearing a currently valid rabies vaccination tag, as required by state law, shall be seized, impounded, and confined by the animal control officer and confined in the animal shelter 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.
- (b) *Notice to owner.* Immediately upon impounding an animal, the animal control officer shall make reasonable effort to notify the owner and inform such owner of the conditions whereby the animal may be redeemed.
- (c) *Redemption by owner generally.* 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 shelter and by complying with all applicable provisions of this chapter and by paying all fees and 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 county animal shelter. Owner shall also be responsible for any additional costs associated with the seizure and sheltering of the animal. All fees must be paid prior to redemption. Failure to pay shall constitute waiver of all rights regarding the animal.
- (d) *Adoption or euthanasia of unredeemed animal:*
 - (1) If any impounded animal is not redeemed by the owner within the period prescribed in the policies for operation of the county animal shelter, filed as stated in subsection (c) above, then such animal may be offered for adoption or destroyed in a humane manner in accordance with such policies.
 - (2) No animal owner may be permitted to claim his own animal under the provisions of this section unless and until he shall comply with the provisions of the policies for operation of the county animal shelter for same.
 - (3) All unsterilized dogs and cats adopted from the Guilford County Animal Shelter shall be either spayed or neutered in accordance with the policies for operation of the county animal shelter. Written veterinary proof of the sterilization shall be promptly provided by the adopter to the animal control division. The adoption of any dog or cat not sterilized pursuant to this section shall be deemed incomplete and the dog or cat must be returned by the applicant for adoption to the Guilford County Animal Shelter. If such dog or cat is not returned to the animal shelter, an animal control officer may be dispatched to retrieve the

dog or cat. The animal control supervisor is authorized to obtain a copy of the adoption agreement from the county animal shelter in order to implement the provisions of this section. If the person adopting the unsterilized animal fails to cause the animal to be sterilized within the prescribed by the animal shelter or veterinarian, such failure shall constitute a violation of this chapter and shall subject said person to a civil penalty in the amount of \$200.00.

- (e) *Suspected rabid dogs or cats 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 G.S. chapter 130A. (Ord. of 10-21-10)
- (f) The County may require a deposit from the owner in an amount equal to the estimated costs (including seizure, shelter and veterinary care) for 10 days, as determined by the County in its discretion. Failure to pay said deposit shall be deemed a waiver to any right of redemption. Upon redemption, the County will repay any unexpended portion of the deposit.

Sec. 5-20. Procedure with respect to redemption of unvaccinated animal.

- (a) Unless proof of a current rabies vaccination can be furnished, every person who redeems a dog or cat at the animal shelter must obtain and submit the fee for a rabies voucher at the time of redemption. This voucher will be presented with a date stating the maximum time limit allowed to take the dog or cat to the veterinarian of such person's choice for rabies vaccination.
- (b) The rabies voucher will be completed and returned to the animal shelter by the veterinarian. If the voucher is not returned to the animal shelter within the specified time limit, an animal control officer may be dispatched to retrieve the dog or cat if corrective action has not been taken by the animal's owner.
- (c) Payment for the rabies vaccination provided for this section will be the responsibility of the person redeeming the dog or cat.

(Ord. of 10-21-10)

Sec. 5-21. Humane euthanasia of wounded or diseased animals.

Notwithstanding any other provision of this chapter, any animal impounded which is badly wounded or diseased (not rabies suspect) and has no identification shall be destroyed immediately in a humane manner. If the animal has identification, the animal shelter shall attempt expeditiously to notify the owner or keeper before euthanizing such animal, but if the owner cannot be reached readily and the animal is suffering, the animal shelter director or his/her designee may cause the animal to be euthanized at his/her discretion in a humane manner. The animal shelter and animal control division shall have no liability for euthanizing wounded or diseased animals.

(Ord. of 10-21-10)

Sec. 5-22. Handling of stray animals by the public.

It shall be unlawful for any person, without the consent of the owner or keeper, knowingly and intentionally to harbor, keep in possession by confinement or otherwise any animal that does not belong to him. Any person in possession of a stray animal shall contact the animal control division or animal shelter within 72 hours to arrange for impoundment or to provide notification of the stray animal's description and location.

(Ord. of 10-21-10)

Sec. 5-23. Security dogs.

- (a) The owner of a security dog shall comply with the following requirements prior to using the dog as a security dog.
- (1) *Identification.* It shall be unlawful for any owner of a security dog to fail to provide said dog with a current rabies tag and a security dog identification tag. A security dog's owner must provide proof of current rabies vaccination of the dog prior to being issued a security dog ID tag.
 - (2) *Registration.* It shall be unlawful for any owner and keeper of a security dog to use said dog as a security dog in the county without first having registered the dog with the animal control division and having obtained a current rabies tag and security dog ID tag.
 - (3) *Signs.* The owner or keeper of any security dog and the owner of any premises using a security dog must conspicuously post on the premises in plain view of the public a sign that identifies the name, address, and telephone number of the owner of the security dog.
 - (4) *Physical control.* The owner and user of a security dog must ensure that an adequate physical control of the security dog is provided during operational hours to prevent the security dog from coming in contact with the general public on the premises. If a security dog escapes and while either off or on the premises of his owner bites someone other than a trespasser, the animal control supervisor shall have the authority to prohibit dog from serving as a security dog within the jurisdiction. It shall be unlawful for any owner or keeper to use a dog as a security dog after the animal control supervisor has entered a prohibition regarding that particular dog.
- (b) *Enforcement:*
- (1) If the animal control division seizes a security dog running at large, the dog shall not be returned to its owner until the owner has registered that dog and all other dogs of that owner used as security dogs within the jurisdiction and has demonstrated to the animal control division that appropriate corrections have been made to prevent said animals from escaping again.
 - (2) The animal control division has the authority to seize security dogs and issue citations for noncompliance with this section.

(Ord. of 10-21-10)

Sec. 5-24. Relation to hunting laws.

Nothing in this chapter is intended to be in conflict with the laws of the State of North Carolina regulating, restricting, authorizing or otherwise affecting dogs while used in hunting, but this exception applies while the dogs are under the control of the owner, keeper, or competent person and are actually lawfully being used for hunting or training in compliance with applicable statutes, regulations, or ordinances. This chapter should be read and enforced consistent with any such law.

(Ord. of 10-21-10)

Sec. 5-25. Wild animals.

No person shall keep or permit to be kept on his premises any dangerous wild animal. This section shall not be construed to apply to zoological parks, performing animal exhibitions, or circuses.

(Ord. of 10-21-10)

Sec. 5-26. Exotic animals.

It shall be unlawful for any person to own or shelter any exotic animal without a permit from the County. The permit shall identify the species and may include restrictions on care and sheltering of the animal. The county may charge a fee for the permit; said fee to be included in the schedule of fees published by the county. Any exotic animal deemed to be a 'dangerous wild animal within the meaning of Section 5-25 of this Ordinance shall not be permitted. Zoos, authorized habitats, or animal refuge centers are exempt from the provisions of this section.

Sec. 5-27. Penalties.

The following penalties shall pertain to violations of this chapter:

- (a) 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 G.S. 14-4 or other applicable law. Each day's violation of this chapter is a separate offense. Payment of a fine imposed in criminal proceedings pursuant to this subsection does not relieve a person of his liability for taxes [or] of fees imposed under this chapter.
- (b) Enforcement of this chapter may include any appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and (e).
- (c) Issuance of a citation for a violation of the section entitled "Restraint of Animals" is directed

toward and against the owner and/or possessor of an animal. The purpose of the issuance of a citation is to effect the conduct of the owner of an animal by seeking to have an owner responsibly maintain sufficient restraint and confinement of his/her animal. Therefore, an owner of an animal shall be subject to escalating penalties for each violation of the section entitled allowed by the owner, whether the animal is the same animal, a different animal, or various animals belonging to the owner.

- (d) In addition to and independent of any criminal penalties and other sanctions provided in this chapter, a violation of this chapter may also subject the offender to the civil penalties hereinafter set forth in the schedule of fees attached hereto. The fees and civil penalties set out herein may be modified by the County
- (1) The animal control supervisor, or designee, may issue to the known owner or keeper of any animal, or to any other violator of the provisions of this chapter, a citation giving notice of the alleged violations(s). Citations so issued may be delivered in person or mailed by certified or registered mail to the person charged if that person cannot readily be found. This civil penalty shall be paid in full to the animal control supervisor or his or her designee within 30 days of receipt of the citation assessing the civil penalty. This civil penalty is in addition to any other fees or costs authorized by this chapter. Failure to appeal any penalty within the designated time shall constitute a waiver of all rights of appeal.
 - a. For violations of Sec. 5-10. Public Nuisances Prohibited (b)(2); security personnel for Guilford County are expressly authorized to issue citations for violations of the above referenced section occurring on Guilford County property.
- (2) In the event that the owner or keeper of an animal or other alleged violator does not appear in response to the above-described ticket or 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 keeper or other alleged violator of this chapter, and upon conviction, the owner shall be punished as provided by state law. The animal control supervisor, or designee, is expressly authorized to collect the fees or penalties as a debt. Failure to appeal an action within the stated deadline shall constitute a waiver of any rights of appeal.
- (3) The following civil penalties are hereby established for the indicated violations of this chapter:

Animal Control Civil Penalty Fee Schedule

Section	Violation Description	Fee
5.4	Regulation of high volume breeders and retailers Failure to obtain permit	\$500.00
	Violation of Permit Standard	200.00
5-6(a)	Interference of duty of any animal control division employee or agent or trap....	100.00
5-6(b)	Concealment of animal for the purpose	100.00

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of evading ordinance....		
5.5	Violation of additional requirements for dog breeders and dog retailers who are maintaining facilities in violation Failure to obtain Breeder/Kennel Permit First violation... Second Violation...	200.00 500.00
5.8	Bird Sanctuaries Failure to Obtain License Note: Penalty waived upon payment and registration of license	100.00
5-9	Animals running at large: Failure to Obtain License Note: Penalty waived upon payment and registration of license	100.00
5-9	First violation... Second violation.... Third and subsequent violations....	100.00 300.00 500.00
5-10	Public nuisance: First violation.... Second violation.... Third and subsequent violations....	100.00 300.00 500.00
5-11	Failure to Confine and Control First violation... Second violation... Third and subsequent violations...	100.00 300.00 500.00
5-12	Vicious animals...	500.00
5-13	Animal fighting and baiting....	500.00
5-14	Mistreatment of animals.... First Violation... Second violation.... Third and subsequent violations....	100.00 300.00 500.00
5-16	Injury of animal--Notice required. First violation....	250.00
5-19	Failure to sterilize adopted animal....	500.00
5-22	Keeping stray animal.... Injury of animal--Notice required....	100.00
5-23	Security dog identification requirements....	50.00
5-25	Keeping wild animals without permit....	100.00
5-31	Rabies vaccination tag and certificate....	100.00
5-33	Rabies confinement for observation....	200.00
5-37	Release of suspected rabid animal....	200.00
5-46	Failure to obtain breeding permit First violation....	100.00

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	Second violation...	150.00
	Third violation....	200.00

(Ord. of 10-18-12)

Sec. 5-28. 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.

(Ord. of 10-21-10)

Sec. 5-29. Reserved.

ARTICLE II.

RABIES CONTROL

Sec. 5-30. Compliance with state rabies laws; chapter supplemental to state rabies laws.

- (a) It shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.
- (b) It is the purpose of this chapter to supplement the state laws by providing procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by state law.

(Ord. of 10-21-10)

Sec. 5-31. Vaccination of dogs, cats, and other pets.

- (a) It shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for any dog or cat four months of age or older. Should it be deemed necessary by the public health director or the board of county commissioners 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 or keeper to fail to provide current vaccination against rabies for that pet.
- (b) A rabies vaccination shall be deemed "current" for a dog or cat if the initial vaccination has been administered to the animal by a licensed veterinarian within the preceding 12 months, and if any subsequent vaccination has been administered to the animal by a licensed veterinarian within the preceding 36 months.
- (c) All rabies vaccines shall be administered by a licensed veterinarian or a certified rabies vaccinator who may be appointed by the health director.

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- (d) The owner of a dog or cat not having a current rabies vaccination shall be subject to a civil penalty as set out in the fee schedule if such owner does not produce a valid and current rabies vaccination tag or form within 72 hours of the demand for same by any animal control or law enforcement officer. Failure to produce the tag or form under this subparagraph is a separate offense for each animal owned by such owner.

(Ord. of 10-21-10)

Sec. 5-32. Vaccination tag and certificate.

- (a) *Issuance of tag.* Upon complying with the provisions of section 5-27 of this chapter, there shall be issued to the owner or keeper of the dog or cat vaccinated a rabies tag, stamped with a number and the year for which issued, and a rabies vaccination certificate.
- (b) *Provision and wearing of collar or harness.* It shall be unlawful for any dog or cat owner or keeper to fail to provide the dog or cat with a collar or harness to which a current rabies tag issued under this section is securely attached. The collar or harness, with attached tag, must be worn at all times, except during the time the dog is performing at shows, obedience trials, tracking tests, field trials, training schools or other events sanctioned and supervised by a recognized organization.
- (c) *Ear tag for cats.* In substitution for (b) above, an owner or keeper of a cat may obtain an ear tag for rabies identification.
- (d) *Impoundment for not wearing tag.* In addition to all other penalties as prescribed by law, a dog or cat is subject to impoundment in accordance with the provisions of this chapter if the dog is found not to be wearing a currently valid rabies tag or the owner of the cat cannot produce sufficient written evidence to prove it has a current rabies vaccine.
- (e) *Use of another's tag prohibited.* It shall be unlawful for any person to use for any animal a rabies vaccination tag issued for an animal other than the one using the tag.
- (f) *Confinement and vaccination of dogs and cats; certificate from licensed veterinarian.* All dogs or cats shipped or otherwise brought into this county, except for exhibition purposes where the dogs or cats are confined and not permitted to run at large, shall be securely confined and vaccinated within one week after entry and shall remain confined for two additional weeks after vaccination. The above provisions of subsection (f) shall not apply to dogs or cats accompanied by a current certificate issued by a licensed veterinarian showing that such dog or cat is apparently free from rabies and has not been exposed to same. A local rabies tag and certification shall be issued from a licensed veterinarian within two weeks after such entry.

(Ord. of 10-21-10)

Sec. 5-33. Report and confinement of animals biting persons or showing symptoms of rabies.

- (a) *Quarantine.* Every animal which has bitten any person or which shows symptoms of rabies shall

be confined immediately and shall be promptly reported to the animal control division, and thereupon shall be securely quarantined, at the direction of the animal control division, for ten days commencing from the time of the bite. Every animal quarantined under this section shall be confined at the expense of its owner in an in-county veterinary hospital or an out-of-county veterinary hospital if approved by the health director or his designee.

- (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 health director may order seizure of the animal and its confinement for ten days in such place as the health director designates at the expense of the owner.
- (c) *Release upon permission of health director.* Animals confined in this section shall not be released from confinement except by permission from the health director or the veterinarian consultant.
- (d) *Disposition of animal other than dog or cat.* The disposition of an animal other than a dog or cat that bites a person shall be at the discretion of the health director in consultation with the veterinarian consultant.
- (e) *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 county animal shelter.
- (f) *Authority to euthanize unclaimed animals.* If any animal is unclaimed after the ten-day confinement, then the county animal shelter director, in consultation with the veterinarian consultant, may humanely euthanize the animal unless the director receives instructions of a different nature from the health director.
- (g) *Release from quarantine.* If rabies does not develop with the ten-day quarantine period under this section, the animal may be released from quarantine to its owner with written permission from the animal shelter director or the veterinarian consultant. If the animal has been confined in the county animal shelter, upon reclaiming the animal, the owner shall pay [the] fee established by resolution of the board of county commissioners for each day of confinement to defray the cost of sheltering the animal.
- (h) *Report of bites.* Law enforcement agencies investigating animal bites shall report such bites immediately to the health director or person designated by the health director and give the names and addresses of persons bitten and owner of the animal.
- (i) *Euthanization of wounded, diseased or suffering animals.* Badly wounded, diseased, or suffering animals which are suspected of having rabies may be humanely euthanized immediately and the head forwarded for examination.

(Ord. of 10-21-10)

Sec. 5-34. Destruction or confinement of animal bitten by a known rabid animal.

Animals not vaccinated against rabies which are bitten by a known rabid animal shall be immediately

destroyed, unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of six months at the owner's or keeper's expense. If the animal has a current rabies vaccination, it shall be revaccinated and confined for a period of six weeks and then returned to the owner or keeper.

(Ord. of 10-21-10)

Sec. 5-35. Area-wide emergency quarantine.

- (a) When reports indicate a positive diagnosis of rabies in an animal found within Guilford County or an adjacent county, the health director may order an area-wide quarantine for such period as he deems necessary. Upon invoking of such emergency quarantine, no dog or cat may be taken or shipped from the county without written permission of the county public health director. During such quarantine, the health director, law enforcement officers, animal control officers, or persons duly authorized by the health director may seize and impound any dog or cat found running at large in the county. During the quarantine period, the health director 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) 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 health director.

(Ord. of 10-21-10)

Sec. 5-36. Postmortem diagnosis.

- (a) If an animal dies while under observation for rabies, the head of such animal shall be submitted to the health department for shipment to the State Laboratory of Hygiene for diagnosis.
- (b) The carcass of any dead animal exposed to rabies shall be surrendered to the animal control department. The head of such animal shall be submitted to the health department for shipment to the State Laboratory of Hygiene for diagnosis.

(Ord. of 10-21-10)

Sec. 5-37. Unlawful killing, releasing, etc., of certain animals.

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies, or any animal biting a human, or to remove such animal from the county without written permission from the animal control division or the health director.

(Ord. of 10-21-10)

Sec. 5-38. Failure to surrender an animal for quarantine or euthanasia.

It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or euthanasia as required in this chapter when demand is made therefore by the animal control division.

(Ord. of 10-21-10)

Secs. 5-39--5-42. Reserved.

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ARTICLE III.

BREEDER/LITTER PERMITS

Sec. 5-43. Breeding permit/fee.

- (a) *Permit/payment of fee required; proof of rabies vaccination; penalty for failure to obtain permit or pay fee.* Breeders or other person(s) with the intention of breeding their domesticated (non-farm) animals must obtain a permit from the Guilford County Animal Shelter. The breeder shall pay a fee of \$10.00 for each litter produced. Before a permit is obtained, the breeder/owner must show proof of rabies vaccination for each animal intended for breeding. A person whose animal has produced a litter without having previously obtained a permit for that litter shall have ten days from the day the litter is produced in which to obtain a permit.

Persons who fail to obtain a permit or fail to pay the required fees will be subject to a civil penalty as set out in the fee schedule. The person otherwise liable for the civil penalty shall be exempt from the civil penalty if such person causes the animal which produced the litter to be spayed within ten days of being cited for such penalty.

- (b) *Effective date; inclusion of permit number in advertisements by domesticated animal transporters.* This section shall be in effect until December 31, 1996, and shall no longer be effective after that date unless re-enacted by the Guilford County Board of Commissioners prior to that date.

Persons who advertise for the transfer of domesticated (non-farm) animals (with or without charge) shall include their permit number on the advertisement. Fees and penalties will be paid to the Guilford County Animal Shelter.

(Ord. of 10-21-10)

Revisions to Section 5-15 Adopted 11.21.13

About Guilford County Animal Control

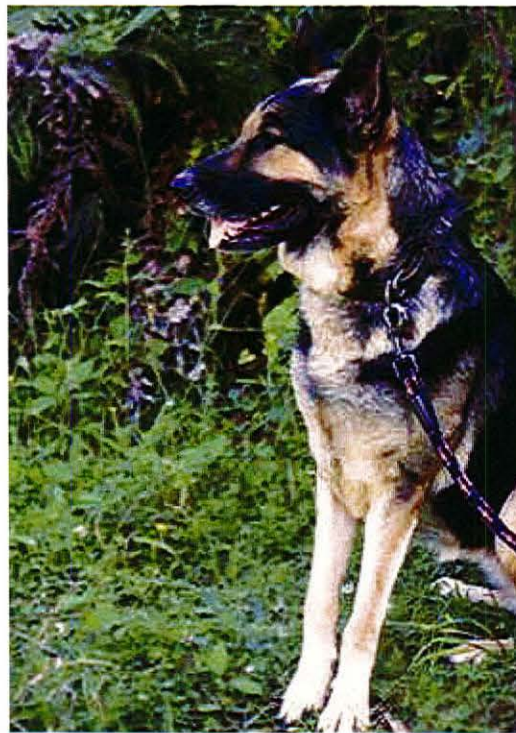
The mission of Guilford County Animal Control is to protect humans against rabies and ensure the well being of the animal population within Guilford County. It is the responsibility of this division to enforce all state and county ordinances pertaining to animals.

Some of the situations our officers respond to:

- Rabies Exposures
- Abandoned Animals
- Sick/Stray Animals
- Animal Bite Investigations
- Nuisance Complaints
- Dangerous/Vicious Animals
- Animal Cruelty/Neglect



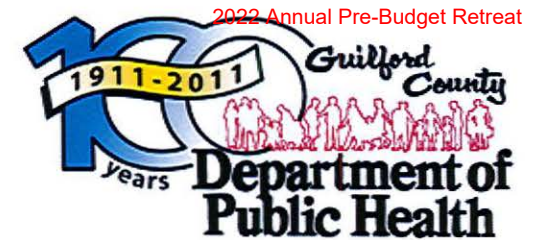
Guilford County Animal Control also does educational presentations and hosts rabies clinics in the community.



For more information on
Unattended Tethering/Chaining
contact:

**Guilford County
Animal Control**
www.guilfordhealth.org

1203 Maple Street
Greensboro, NC 24405
336-641-5990



Unattended Tethering/Chaining of Dogs Prohibited in Guilford County

Q&A

QUESTION AND ANSWERS

Guilford County Animal Control (GCAC) and Guilford County Department of Public Health would like Guilford County residents to be aware of a new animal ordinance prohibiting the unattended tethering/chaining in Guilford County effective March 1, 2014.



Q&A

QUESTION AND ANSWERS



The Guilford County Board of Commissioners approved an animal ordinance that prohibits the unattended tethering/chaining of dogs in Guilford County effective March 1, 2014. Residents have 12 months from the effective date to come into compliance with the ordinance. Unattended tethering is PROHIBITED in all municipalities and areas within Guilford County except within the city limits of Gibsonville and High Point where local ordinances apply.

What is unattended tethering/chaining?

Unattended tethering/chaining is restraining a dog with a chain, cable, wire or other device to a tree, post or similar object without its owner present while the dog is tethered/chained.

Is walking your dog on a leash considered tethering?

No, walking a dog with a hand held leash is allowable and encouraged.

Is it OK to be outside with my dog while it is tethered?

Yes, attended tethering/chaining is legal in Guilford County.

What are the reasons for the new ordinance?

This ordinance will improve public safety issues, reduce unwanted litters of puppies, provide increased safety and humane treatment of dogs, and reduce accidental choking of dogs as a result of unattended tethering.

How much time do people who currently tether/chain their dogs have to make the change?

From March 1, 2014 to March 1, 2015: one year education and outreach program;
March 1, 2015 – September 1, 2015: six month written warnings for lack of compliance;
September 1, 2015: full enforcement begins.



What are the alternatives to unattended tethering/chaining?

Train your dog to be an inside dog, install a dog pen outside your home, build a fence around your yard or remain outside with your dog when it is being tethered/chained.

How does the adoption of this ordinance affect county resources?

Other jurisdictions have shown that tethering/chaining restrictions:
Decrease the number of reported dog bites.
Reduce unwanted litters of puppies.
Reduce cruelty cases.



Halifax County Information

Attention, Halifax County Dog Owners!

2022 Annual Pre-Budget Retreat

Unattended tethering of dogs is now illegal!

How will the new animal welfare laws affect you?

The following checklist will help you ensure that your dog(s)' living conditions are legal.

- Dogs cannot be tethered outside unattended. They must be kept indoors or in a securely fenced-in area.
- Securely fenced-in areas must measure at least 10 feet by 10 feet and at least 6 feet in height. For dogs weighing 29 pounds or less, a secure fenced in area must measure at least 6 feet by 6 feet and at least 5 feet in height.
- Except for hunting dogs, for each additional dog there shall be an additional 50 square feet of space of penned area.
- Animal living areas must be kept clean, dry and clear of debris and waste.
- Dogs must have adequate shelter that protects them from injury and the weather, including rain, direct sunlight and heat or cold. It must have a solid floor and be large enough for the dog to lie in comfortably.
- Dogs must always have access to fresh water in a clean and durable container.
- Dogs must be provided with nutritious food on a daily basis.

The law goes into effect on
January 1, 2020!

Call 1-800-566-9768 for free tips on housetraining and other types of assistance.



High Point Information

Unattended Tethering and Chaining of Dogs

Unattended Tethering Ordinance:

The City of High Point and the High Point Police Department Animal Control would like the High Point residents to be aware of a new animal ordinance prohibiting the unattended tethering and chaining of dogs within the city limits of High Point.

From 11/1/2015 to 11/1/2016:

-One year education and out reach program

From 11/1/2016 until 5/1/2017:

-Six month written warning for lack of compliance

From 5/1/2017:

-Full enforcement begins



THE MISSION OF HIGH POINT POLICE ANIMAL CONTROL IS TO PROTECT HUMANS AGAINST RABIES AND ENSURE THE WELL-BEING OF THE ANIMAL POPULATION WITHIN THE CITY OF HIGH POINT. IT IS THE RESPONSIBILITY OF THIS UNIT TO ENFORCE ALL STATE LAWS AND CITY ORDINANCES PERTAINING TO ANIMALS.

Situations our officers respond to:

- RABIES EXPOSURES
- ABANDONED ANIMALS
- SICK AND STRAY ANIMALS
- ANIMAL BITE INVESTIGATIONS
- NUISANCE INVESTIGATIONS
- DANGEROUS/VICIOUS ANIMALS
- ANIMAL CRUELTY AND NEGLECT



FOR MORE INFORMATION CONTACT:



High Point Police Department Animal Control
336.883.3224

Project Bark
projectbark.wordpress.com
336.965.1059
336.855.6769
Spay, Neuter, Food Bank, Houses & Education

SPCA of the Triad
triadspca.org
3163 Hines Chapel Rd Greensboro, NC 27405
336. 375.3222
Food Pantry, Rabies Clinic

Unchain Guilford
unchainguilford.com
Education, Food, Owner services

Guilford County Animal Shelter Spot (Tentative)
myguilford.com/animal-shelter
4525 W. Wendover Ave. Greensboro, NC 336 297.5020
Spay/Neuter, low cost Vaccines & Wellness

Bingo Pet Hospice
www.bingopethospice.org
Hospice care assistance, medical expense, education, equipment loan program

Humane Society of the Piedmont
4527 West Wendover Ave, Greensboro, NC 27409
hspiedmont.org
336.299.3060
Low cost spay & neuter, vaccines, pet food pantry, wellness

Haley Graves Foundation
haleygravesfoundation.com
Food Pantry, education

This information will be provided in an alternate format for people with visual impairments.

Published by the
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336.883.3298 www.highpointnc.gov
NOVEMBER 2013



CITY OF HIGH POINT ANIMAL CONTROL

Unattended Tethering and Chaining of Dogs is PROHIBITED in the City of High Point

The City of High Point and the High Point Police Department Animal Control would like the High Point residents to be aware of a new animal ordinance prohibiting the unattended tethering and chaining of dogs within the city limits of High Point. This will be effective 11/1/2015



QUESTIONS AND ANSWERS

Q: What is unattended tethering and chaining?

A: The practice includes the use of a rope, chain or the like to tie, fasten, or otherwise restrain a dog to a stationary object for the purpose of keeping the dog under control. Examples of those objects are a tree, fence, ground stake, house or trolley system.

Q: Is walking your dog on a leash considered tethering?

A: The practice of walking a dog on a hand held leash is not considered tethering and is actually encouraged!

Q: Is it okay to be outside with my dog while it is tethered?

A: Yes. Attended tethering and chaining is legal within the city limits of High Point.

Q: What are the reasons for the ordinance?

A: This ordinance will improve public safety issues, reduce unwanted litters of puppies, provide increased safety and humane treatment of dogs, and reduce accidental choking of dogs as a result of unattended tethering.

Q: How much time do people who currently tether/chain their dogs have to make the change?

A: From 11/1/2015 to 11/1/2016:
-One year education and outreach program
From 11/1/2016 until 5/1/2017:
-Six month written warning for lack of compliance
From 5/1/2017:
-Full enforcement begins

Q: What are the alternatives to unattended tethering and chaining?

A: Train your dog to be an inside dog, install a dog pen/run outside of your home, build a fence around the perimeter of your yard and/or remain outside with your dog when it is being tethered or chained.

Q: How does the adoption of this ordinance affect city resources?

A: Other Jurisdictions have shown that the tethering and chaining restrictions do the following:
-Decreases the number of reported dog bites.
-Reduce unwanted litters of puppies.
-Reduce cruelty cases.

McDowell County Information

Article 1: General

Section 1. Purpose

It is the purpose of this article to prohibit certain acts, omissions and conditions which interferes with the health, safety and general welfare of the inhabitants of the county; to make unlawful, acts of animals that interfere with the enjoyment of property or the peace and safety of the community; to protect animals from abuse or conditions harmful to their well-being; and to perform any other duties authorized by applicable local and state laws.

Section 2. Definitions

Abandon - To forsake, or give up an animal previously under the custody or possession of a person without having secured another owner/keeper.

Abuse - Willful injury to or mistreatment of a domesticated animal.

Adequate Shelter - A structure intended for an animal's protection from inclement weather or sun, which consists of at least three sides, a floor and a roof. Structures for all animals must be large enough to allow basic movement. The walls must keep out rain, sleet, wind and snow. This shall not exclude the use of structures used as transportation and temporary shelter.

Animal Control Officer - Any person designated by the McDowell County Board of Commissioners with the duties and responsibilities of investigating and enforcing the provisions of this ordinance.

At Large - Any animal found off the property of its owner/keeper and not under restraint; or any animal that has been the subject of a previous at large complaint when found unrestrained by Animal Control Officer.

Canine - Any and all domesticated members of the canidae family.

Cruelty and Cruel Treatment - Shall include but not be limited to, every act, omission or act of negligence whereby unjustifiable pain, suffering or death is caused or permitted or attempted to be caused or permitted against animals.

Dangerous Animal - Any animal that demonstrated a fierce or dangerous propensity or tendency to do any act, which may endanger persons or property. This would include but not be limited to any animal which (1) assaults, bites, attacks or inflicts serious injury on a human being on public or private property; or (2) which has killed or injured a pet or domesticated animal without provocation.

Exhibitor - Any person who is licensed by the US Department of Agriculture as an exhibitor.

Exotic Animal - Refers to any living animal as set forth in Article I of this ordinance pertaining to inherently dangerous animals not native to North Carolina.

Feline - Any and all domesticated members of the felidae family.

Feral - A domestic animal, which has adapted to survive in the wild, exhibits wild and vicious tendencies, and is homeless and ownerless.

Habitual Violator - An animal, owner/keeper or any other person that has been cited for violating any part of this ordinance on (3) three or more occasions in the past (3) three years; and the most recent violation was within the past (12) twelve months.

Impoundment - Possession or seizure of an animal by the Animal Control Officer(s) for placement in the county's Animal Control Facility or other appropriate facility.

In Estrus - A female animal that is in heat.

Inoculation - The rabies vaccination of a canine or feline with antirabic vaccine pursuant to N.C.G.S 130A-6.

Kennel - Any person, group of persons, partnership or corporation engaged in boarding animals.

Livestock - Animals commonly associate with farming including, but not limited to, horses, mules, ponies, llamas, swine, sheep, cattle, goats, chickens, emus, ostriches, and other fowl.

Neglect - Failure of an owner/keeper of an animal to provide the animal with adequate food, water, shelter, or failure of an owner/keeper of an animal to obtain appropriate care.

Neutered - Any male animal that has been operated upon to prevent reproduction.

Nuisance - Any act of an animal defines in Article 1 Section V, which annoys or disturbs the rights and privileges common to the public or enjoyment of private property.

Owner/Keeper - Any person, firm, partnership or corporation, having custody or control over, feeding, or allowing the animal to remain on or about their property.

Performance Canine - A canine that is being trained, used in herding, hunting, tracking, or show.

Poisonous Reptile - Any animal that crawls on its belly as a snake or on small short legs as a lizard and has the capability of injecting with venom, which may cause death or physical injury.

Potentially Dangerous Animal - An animal that the Animal Control Officer(s) determines has bitten a person, killed or injured another domestic animal or approached a person when not on the owner's property in a vicious or terrorizing manner.

Proof of Ownership - Documentation in support of a property right to an animal that includes, but is not limited to, veterinary records, rabies vaccination certificates, licenses, photographs, bill of sale, signed affidavits, breed registries, or written transfers of ownership.

Rabies Vaccinator - A person appointed and certified to administer rabies vaccine or a licensed veterinarian.

Restraint - An animal is under restraint within the meaning of this ordinance if it is controlled by means of a chain, leash, or other like device, under direct control of the owner/keeper and is obedient to that person or is within a secure enclosure.

Service Animal - Any guide canine, signal canine or other animal individually trained to work or perform tasks for the benefit of an individual with a disability.

Spayed - Any female animal has been operated upon to prevent reproduction.

Tether - A means by which an animal is fastened so that it can range only within a set radius.

Vaccination - The administration of rabies vaccine as required by law.

Zoonotic Disease - A disease communicable from animals to humans under natural conditions.

Section 3. General Duties, Authority and Responsibility of Animal Control Officers

The Animal Control Officer(s) shall:

1. Work under the direct supervision of the McDowell County Sheriffs Department and have the responsibility to enforce all laws of North Carolina and ordinances of McDowell County pertaining to the ownership of dogs, cats and other animals. Attendants at the McDowell County Animal Shelter shall serve under the supervision of the McDowell County Manager and Public Works Director. Duties shall included but not be limited to management of shelter, adoptions, cleaning the facility, feeding, euthanasia, and any other duties as assigned.
2. The Animal Control Officer shall act as a Rabies Control Officer and is to carry out the provisions of G.S. 130A-185 – 130A-200 including the requirements of the McDowell County Animal Control Ordinance; and
3. Cooperate with local veterinarians and the Health Director in scheduling of rabies clinics as required by G.S. 130A-187; and
4. Have all the powers, authority and immunity granted under this Ordinance and general laws of this state to enforce the provisions of the Ordinance and general statutes of North Carolina; and
5. Declare an animal as dangerous or potentially dangerous; and
6. Investigate complaints in violation of this ordinance; and
7. Investigate all reported animal bites or other physical human contact with suspected rabid animals; and

8. Operate the County Animal Control Facility; and
9. Keep accurate and detailed records including impoundment, disposition, bite cases, violations and complaints;
10. Be empowered to go upon private property and into yards of animal owners/keepers to inspect the conditions of animals and their surroundings with reasonable suspicion or warrant and proper notification of the property owner.

Section 4. Animal Cruelty (N.C.G.S. 14-360)

- A. This section shall apply to any person that shall intentionally overdrive, overload, wound, injure, torment, kill or deprive of necessary sustenance, abuse an animal, or cause or procure the same to an animal. This section shall also apply to any person that shall instigate, or permit any canine fight, cockfight, bullfight, or other combat between animals or animals and humans. However this section shall not apply to lawful activities of the Wildlife Resources Commission, veterinarians, Animal Control or the lawful destruction of an animal by its owner/keeper, veterinarian, Health Director, third party, or Animal Control Officer for the purpose of protecting the public, other animals, property, or the public health.
- B. It shall be unlawful for any person, persons, firm or corporation to possess any contraband related to the fighting or training to fight of any animal for the purpose of fighting. Contraband items include, but are not limited to; gaffs, steroids (without a prescription from a licensed veterinarian), mills, chain training weights, pull ropes, fight pens or rings, break sticks, etc.
- C. Animal Care:
 1. It shall be unlawful for any owner/keeper of any animal to fail to provide his/her animal(s) with adequate food, water, shelter, or humane treatment and care.
 2. It shall be unlawful for the owner/keeper of an animal to abandon such animal except to relinquish the animal to the McDowell County Animal Control Facility during normal business hours or to another responsible and willing party.
 3. It shall be unlawful for any person to transport any type of animal in a motor vehicle or trailer, in such a way as to cause pain, suffering, or death to the animal.
 4. It shall be unlawful for any person to place an animal or allow an animal to be placed in a motor vehicle under such conditions or for such a period of time as to endanger the animal due to temperature, or such other conditions as may reasonably be expected to cause suffering or death.
 5. It shall be unlawful for any person to sponsor, promote or train a wild or domestic animal to participate in any unnatural behavior in which the animal is wrestled, fought, harassed or displayed in such a way that the animal is abused or stressed. This prohibition applies

to events and activities taking place, in either public or private facilities or property. This section shall in no way apply to zoological parks, performing animal exhibitions or circuses, unless otherwise specified in this ordinance or state statute.

6. It shall be unlawful for any person to give away any live animal, fish, reptile or bird as a prize or as an inducement to enter any contest, game or other competition; as an inducement to enter a place of amusement; offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade; or sell chances, coupons, or tickets to be redeemed for any live animal, fish, reptile or bird.
7. It shall be unlawful for any person to sell, offer for sale, barter or give away chickens, ducklings or other fowl under (3) three weeks of age, or rabbits under (2) two months of age; provided, however, that this section shall not be construed to prohibit the sale or display of such baby chickens, ducklings, other fowl or rabbits, in proper facilities by breeders or stores engaged in the business of selling for purposes of commercial breeding and raising.
8. It shall be unlawful to color, dye, stain or otherwise change the natural color of baby chickens, other fowl, or rabbits, or to sell such animals after their natural color has been altered.
9. It shall be unlawful to tether an animal to a stationary object under conditions that Animal Control Officer(s) deem harmful or potentially harmful to the animal. McDowell County will provide a manual of Best Practices for proper tethering of animals.
10. Every person who owns any pen, lot, kennel, shelter or other place where animals are kept shall maintain the same in a sanitary and humane manner.
11. All animals shall be provided with adequate shelter from the weather at all times excluding livestock.
12. It shall be unlawful for the owner/keeper in contact with or having knowledge of a diseased or severely injured animal to fail or refuse to provide proper medical treatment for the animal.
13. Animal Control Officer(s) shall have the authority to inspect any and all circuses, animal exhibitions, open sales and pet stores coming into or established in this county to insure proper and humane treatment of all animals. Animal Control Officer(s) shall have the right to inspect to determine if there is sufficient protection for the public in the case of an animal escaping. If Animal Control Officer(s) determine that there is insufficient protection for the public or unacceptable treatment of or conditions for the animals, then Animal Control Officer(s) shall have the authority to halt operations of all circuses, animal exhibitions, open sales and pet stores.

14. A program will be implemented encouraging the exchange of metal barrels for plastic barrels for chained animals. A set of guidelines and best practices will be developed for doghouses.

Section 5. Public Nuisance

- A. Upon receipt of 1 completed Nuisance form signed by a resident in the vicinity in which the violation and issue occurred, setting forth the nature and the date of the act, the apparent owner/keeper of the animal, the address of the said apparent owner/keeper and the description of the animal creating the nuisance, the Animal Control Officer shall investigate the complaint to determine if the act violates this ordinance.
- B. It shall be unlawful for the owner/keepers of any domestic animal determined by Animal Control to be a nuisance to allow that animal to run loose off the owner/keeper's real property. In such cases the owner/keeper must correct the nuisance situation immediately by keeping the animal that has been found to be creating a public nuisance on his property at all times. For the purpose of this section, public nuisance includes, but is not limited to:
1. Offensive odors of any animal that remain upon or emanates from the property of the owner/keeper; or
 2. The keeping of any animal, which is frequently at large on the property of the others and creating a nuisance; or
 3. Allowing or permitting an animal to damage the property of anyone other than its owner/keeper, including but not limited to turning over garbage containers, or damaging gardens, flowers, or vegetables, or defecating upon the property of another; or
 4. Maintaining animals in an unsanitary environment; or
 5. Maintaining animals in such a manner and location that animal waste can accumulate and run off onto another person's property or body of water; or
 6. Maintaining the owners/keepers property in such a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the density or location of the animals on the property; or
 7. Maintaining an animal that is diseased and dangerous to the public health through transmission of zoonotic disease; or
 8. Failing to confine a female canine or feline which is in heat in a secure enclosure in such a manner that will prevent the animal from coming in contact with a male of its species, or attract other animals; provided, however this section will not be construed to prohibit the intentional breeding of animals within a securely enclosed area on the premises of the owner/keeper of the animal which is being bred; or

9. Maintaining an animal(s) that habitually or repeatedly barks, whines, howls, or makes any other vocal noise.
- C. Upon determination by Animal Control Officers that the nuisance complaints are valid, Animal Control Officers may issue a verbal warning or written order stating the conditions and proper corrective procedures to remedy the situation.
 - D. Animal Control Officer (s) may deem an animal (s) to be a nuisance animal(s) under this section without complaint forms being filed, if the Animal Control Officer(s) determines that the animal(s) meet any of the criteria set forth in any section of this ordinance

Section 6. Keeping of Inherently Dangerous Animals

- A. It shall be unlawful for any person to keep an inherently dangerous animal within the county.
- B. Traveling fairs, circuses, and carnival shall be exempt from this section.
- C. Recapturing: The owner/keeper of any inherently dangerous animal shall reimburse McDowell County for all costs incurred while attempting to recapture any escaped inherently dangerous animal. If the animal is sheltered or euthanized by Animal Control, the owner/keeper shall also be responsible for these costs.
- D. McDowell County shall enforce provisions North Carolina General Statue 67-4.1 through 67-4.5 pertaining to dangerous and potentially dangerous canines.

Section 7. Keeping Inherently Dangerous Exotic Animals

- A. For the purpose of this section an exotic animal is any animal which:
 1. Is not a native or indigenous to North Carolina; or
 2. Does not have an established wild population in North Carolina; or
 3. Is not regulated by The North Carolina State Wildlife Resource Commission.
- B. In accordance with N.C.G.S 153A-131 and 14-416 through 14-422 any animal fitting these criteria will be considered an exotic animal in McDowell County. Persons owning any animal deemed as exotic must take the following steps to register the animal in McDowell County:

Owner must notify animal control of the arrival of the animal; report to animal control any injuries to persons, other animals, or property caused by the animal, and if the animal is required to be confined, any incident where the animal escapes or roams at large.

Section 8. Protective Measures for the Confinement of Animals

- A. Special preventive measures: if the Animal Control Officer(s) determines that the circumstances require special preventive measures, then the Animal Control Officer(s) shall have the authority to require appropriate, specific measures which include but are not limited to the following:
1. Necessary repairs to a fence, enclosure, gate, or
 2. Posting of “beware of canine/dog” or any other warning signage, which is to be reflective, weatherproof, and such size to be clearly seen by approaching persons, and approved by the Animal Control Officer(s).
- B. The Animal Control Officer(s) shall have the authority to take consideration of the following factors:
1. Nature of the particular animal: capacity for inflicting serious injury; or
 2. Adequacy of confinement: The adequacy of the enclosure or confinement, if any; or
 3. Immediate surrounding area: The likelihood that the conditions pertaining to the particular animal and the animal’s confinement are detrimental to the safety, welfare or peace and tranquility of a reasonable prudent person in the vicinity; or
 4. Children and disabled: minor children, elderly, and disabled people who live in close proximity to the premises occupied by the animal; or
 5. Bite: the animal has bitten a human being or domestic animal without provocation or trespass, and the person bitten does not ordinarily reside on the premises.
- C. Written order: if the Animal Control Officer(s) determines that an animals owner/keeper must take special preventive measures, the Animal Control Officer(s) shall issue a written order, stating the reasons for the preventive measures, identifying the specific preventive measures that must be implemented, and stating that the owner has (10) ten days to comply with the order. The Animal Control Officer(s) shall have the authority to allow for reasonable extensions of the time limits based on good faith progress of implementation.
- D. Failure to comply with written order: It shall be unlawful for an owner/keeper to fail to comply with the written order within the designated time or any extension thereof. If the owner/keeper fails to comply, the animal can be impounded by the Animal Control Officer(s).
- E. Owner’s/keeper’s challenge to the written order: The owner/keeper may submit in writing a challenge to the Animal Control Officer(s) determination that special preventive measures are required, to the county manager. The county manager must receive the owners/keepers written challenge, within (10) ten days of the date, of the written order. If an appeal from the county manager is deemed necessary, an appeal will be submitted to Animal Control Appeal Board.

- F. Immediate impoundment: If the Animal Control Officer(s) determines that the animal has inflicted life threatening injuries or killed a human, or the owner/keeper has failed to comply with the preventive measures in the past, the Animal Control Officer(s) may impound the animal immediately and hold it at the Animal Control facility pending a hearing.

Section 9. Dangerous Canines

- A. McDowell County shall enforce provisions from North Carolina General Statute 67-4.1 through 67-4.5.
- B. It shall be unlawful for any vicious, fierce, or dangerous canine to be kept within the county, unless it is confined within a secure building or enclosure or unless it is properly muzzled and under control by a competent adult who, by means of a leash, chain, or rope, has such animal firmly under control at all times. The premises on which any animal under this section is confined shall be clearly marked with adequate warning signs.
- C. Required notification to the Animal Control Officer(s) by owners/keepers of dangerous canines
1. The owner/keeper of a dangerous canine shall inform the Animal Control Officer(s), as soon as possible, but not later than (24) twenty-four hours after the occurrence of any of the following:
 - a. An Assault, attack or biting upon any human being committed by any such canine in the owner's/keeper's care or control; or
 - b. An attack or biting upon any domestic animal or pet while said canine is off the owner's/keeper's property; or
 - c. The destruction of or damage to property of another by such canine; or
 - d. The roaming or escape of any canine required to be retrained or confined to a secure enclosure.
 2. Exceptions
 - a. If the owner/keeper of a dangerous canine wishes to transfer ownership or possession of the canine to another person, the owner/keeper shall provide written notice to the authority that made the determination under this article, stating the name and address of the new owner/keeper of the canine before the ownership of the canine is transferred; or
 - b. If the owner/keeper of a dangerous canine plans to relocate and/or change address, the owner/keeper shall provide written notice to the authority that made the determination under this article stating the name, address and/or date of relocation prior to this occurrence.
 3. Confiscation of Canines

Any dangerous canine not kept in accordance with the requirements of this ordinance may be confiscated and impounded by the Animal Control Officer(s) and harbored at the owner's/keeper's expense until the owner/keeper complies with the requirements set forth in this article.

Section 10. Establishment Dangerous Canine Appeal Board

A. Appeal Board

There is hereby created a Dangerous Canine Appeals Board, which shall consist of (5) five representatives appointed from the McDowell County Planning Board. Members shall be appointed for (3) three-year terms. Appeals shall be heard by a quorum. The Board shall have jurisdiction to hear and determine all appeals from determinations made by the Animal Control Officer(s) in accordance with Sections V, VIII and IX of this article.

B. Filing of an Appeal (N.C.G.S 67-4.1)

Any owner/keeper of a canine that the Animal Control Officer(s) have deemed dangerous or potentially dangerous may file a written appeal with the County Manager or designee within (3) three working days. The County Manager or designee will determine the validity of the objections and issue a written opinion. The owner/keeper may appeal this ruling within (3) three working days and the chairman of the Appeal Board. The Chairman of the Dangerous Canine Appeals Board will then schedule a hearing within (10) ten working days with the Appeals Board.

Article 2: Rabies Control

Section 1. Rabies Control

A. Vaccinations of canines and felines required; Vaccination of other pets

1. It shall be unlawful for an owner/keeper to fail to provide current vaccination against rabies for any canine or feline (4) four months of age or older. Should it be deemed necessary by the local Health Director or Animal Control Officer(s) that other pets be vaccinated, it shall be unlawful for any owner/keeper to fail to provide current vaccination against rabies for that pet.
2. A licensed veterinarian or a certified rabies vaccinator shall administer all antirabic vaccines. Vaccines purchased over-the-counter and administered by a person not licensed to practice veterinarian medicine will not be recognized as immunized against rabies.

B. Vaccination tag and certification.

1. Upon complying with the provisions of subsection (A) 1) above, there shall be issued to the owner/keeper of the canine or feline vaccinated, a rabies tag, stamped with the number and the year which the tag is issued, and a rabies vaccination certificate.
2. It shall be unlawful for an owner/keeper of any canine or feline to fail to provide the canine or feline with a collar or harness to which a current rabies tag, under this section, is securely attached. All owners/keepers of canines or felines must maintain in their possession vaccination certificates for official proof and documentation of rabies vaccinations.
3. It shall be unlawful for any person to use for any animal a rabies vaccination tag issued for an animal other than the one using the tag.
4. The Animal Control Officer(s) shall be observant of animals to determine if there are canines or felines not wearing the required rabies vaccination tag. If a canine or feline is found not wearing the required tag Animal Control shall notify the owner/keeper in writing to have the animal vaccinated against rabies and to produce the required rabies vaccination certificate to the Animal Control Officer(s) within (3) three days of notification. If the animal is not wearing an owner/keeper identification tag and the Animal Control Officer(s) do not otherwise know who the owner/keeper is, the Animal Control Officer(s) may impound the animal for (72) seventy-two hours. During this mandatory impoundment, the Animal Control Officer(s) shall make a reasonable effort to locate the owner/keeper of the animal.

C. Notice to local Animal Control when a canine or a feline has bitten a person; confinement of the animal; release of the animal.

1. It shall be unlawful for any person, or his parent or guardian or the person owning, keeping, harboring or possessing such an animal, to fail to report the bite within (24)

twenty-four hours of the bite to the Animal Control Officer(s). It shall be unlawful for any person to fail to inform the Animal Control Officer(s) where the animal is located if the owner/keeper has given the animal away, or caused in any way the animal to be taken from the owner's/keeper's premises.

2. Every canine or feline which has bitten any person or which shows symptoms of rabies shall be confined immediately and shall be promptly reported to the Animal Control Officer(s), and thereupon, shall be securely quarantined for a period of (10) days; and shall not be released from such quarantine except by written permission.
3. Canines and felines quarantined under this section will be confined as approved by the Animal Control Officer(s), or the Animal Control Facility, at the expense of the owner/keeper, provided, however, that if the Animal Control Officer(s) determines that the owner/keeper of an animal which must be quarantined has adequate confinement facilities upon his/her premises, the Animal Control Officer(s) may authorize the animal to be confined on such premises. If the animal is confined on the owner's/keeper's premises, the Animal Control Officer(s) may revisit the premises during the quarantine period.
4. In the case of stray canines or felines whose ownership is not known, the canines or felines may be euthanized and examined for rabies or kept for the supervised quarantine period required by this section at the county Animal Control Facility.
5. If rabies does not develop within (10) ten days after a canine or feline is quarantined, under this section, the canine or feline may be released from quarantine, if the canine or feline has been confined at the Animal Control Facility, the owner/keeper shall pay any fines, necessary veterinary fees, and a boarding set by and approved by the McDowell County Board of Commissioners. Before release of said animal, the owner/keeper shall pre-pay for a rabies vaccine at a veterinarian's office and bring the receipt to the Animal Control Officer(s). The owner/keeper shall then take that animal immediately to the veterinarian office where the rabies vaccine was pre-paid and have the veterinarian administer the rabies vaccine.
6. Any animal that has bitten a person and has not been reclaimed within (24) twenty-four hours from the end of the (10) ten day rabies observation quarantine period, shall be destroyed by the Animal Control Officer(s). Animal Control is authorized to initiate legal proceedings to recover the costs of caring for the animal confined at the Animal Control Facility pursuant to this section, if the animal is not redeemed.
7. In the case of a carnivore or bat, the animal may be euthanized and examined for rabies.
8. Upon seizing an animal pursuant to G.S. A-196, the Animal Control Officer(s) shall leave with the owner/keeper or affix to the owner's/keeper's residence a notice containing the beginning and ending dates of confinement and stating that the owner/keeper must redeem the animal within (24) twenty-four hours of the ending date of confinement stated in the notice.

D. Destruction of an animal bitten by or exposed to a known or suspected rabid animal:

Animal Control Officer(s) shall immediately destroy unvaccinated animals bitten by or exposed to a known or suspected rabid animal. N.C.G.S 130A-197.

E. Animals currently on rabies inoculation being bitten or exposed to a known or suspected rabid animal: If an animal has a current and valid rabies inoculation and is bitten by or exposed to a known or suspected rabid animal then that animal must receive a booster rabies inoculation within (72) seventy- two hours of being bitten or exposed. The animal must then be quarantined until the Director or his/her Designee of the North Carolina Department of Epidemiology makes a final decision on the animal's disposition.

F. If an animal has a current and valid rabies inoculation and is bitten by or exposed to a known or suspected rabid animal and the animal does not receive a booster rabies inoculation within (72) seventy- two hours, then that animal is to be destroyed immediately by the Animal Control Officer(s).

Section 2. Area-Wide Emergency Quarantine

In accordance with N.C.G.S 130A-193, 130A-195, 130A-196 through 130A-199 the provisions in these statutes will be followed in McDowell County if rabies quarantine is ordered by the McDowell County Health Director.

Section 3. Postmortem Diagnosis

A. If an animal dies while under observation for rabies, the specimen of such animal shall be submitted to the McDowell County Animal Control Officer(s) for shipment to the North Carolina State Laboratory of Public Health for rabies diagnosis.

B. The carcass of any animal suspected of dying of rabies shall be surrendered to the McDowell County Animal Control Officer(s). The specimen of such animal shall be submitted to the North Carolina State Laboratory of Public Health for rabies diagnosis.

Section 4. Unlawful killing, Releasing, Etc. Certain Animals

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies, or any animal which has bitten a human, or to remove such animal from the county without written permission from the Animal Control Officer(s).

Section 5. Failure to Surrender Animals for Quarantine or Destruction

It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required in this article, when the Animal Control Officer(s) make the demand thereof.

Section 6. Euthanization of Feral Animals

If in the determination of the Animal Control Officer or Supervisor, it appears that an animal is feral and poses a danger to the public and Animal Control Staff, then the Animal Control Officers shall euthanize the animal as soon as possible, without waiting the (72) seventy-two hours holding period. These animals will be euthanized in accordance with all county policies, ordinances, and North Carolina general statutes. This section will apply to any and all animals brought into the McDowell County Animal Control Facility.

Article 3: Impoundment/Enforcement

Section 1. Impoundment

The following stipulation will govern the Impoundment of Animals:

1. Animal Control may place humane traps for felines or canines to be trapped. These traps will be placed under the responsibility of Animal Control and with the permission of the property owner.
2. Any animal which is lost, stray, or which is found not wearing a valid rabies vaccination tag, as required by state law, or not under restraint in violation of this ordinance, may be impounded by the Animal Control Officers.
3. Immediately upon impounding an animal, the Animal Control Officer shall make a reasonable effort to notify the owner/keeper. If the owner/keeper is unknown or cannot be located, Animal Control shall hold the animal for (72) seventy-two hours from the date of impoundment. At the end of the (72) seventy-two hour period the animal may be put up for adoption.
4. The owner/keeper of an animal impounded under this article may regain possession within (72) seventy-two hours from the time of impoundment, by complying with applicable provisions of this article and paying any necessary fees.
5. If the owner/keeper does not redeem an impounded animal within the period prescribed in this ordinance, it may be destroyed in a humane manner or offered for adoption.
6. In the event that the McDowell County Animal Control Facility is unable to house any animal or reptile, the boarding fee shall be set by the person or facility that is housing the animal or reptile. The owner/keeper shall pay all required boarding fees and/or veterinarian fees in accordance with this ordinance, prior to redeeming an impounded animal.
7. Any animal impounded, which is badly wounded and/or diseased and has identification, an Animal Control Officer shall attempt to notify the owner/keeper before euthanizing such animal: but if the owner/keeper cannot be readily found and the animal is suffering, the Animal Control Officer(s) may euthanize the animal.
8. If an animal is officially surrendered by the owner/keeper to the Animal Control Officer(s) it may be put up for adoption: however, it may be euthanized without waiting the (72) seventy-two hours.

Section 2. Special Circumstances

Owned Animals:

Owned animals shall be transported to the McDowell County Animal Control Facility by the owner/keeper of the animal. Animal Control Officer(s) shall not be responsible for the pickup of owned animals, unless otherwise specified in this ordinance.

Section 3. Enforcement

- A. It shall be unlawful for any person to resist or hinder the Animal Control Officer(s) in the performance of any duty authorized by this ordinance.
- B. It shall be unlawful for any person to seek to release, attempt to release, or to release any animal in the custody of the Animal Control Officer(s).
- C. Violation of this ordinance in part or in full may subject the violator to criminal as well as civil action.

Violation of this ordinance shall be a misdemeanor for which a criminal summons or warrant may be issued as provided by G.S. 14-4. Payment of a fine imposed in criminal proceedings pursuant to this ordinance does not relieve the violator of his/her liability for boarding fees, civil citations or veterinary fees imposed under this ordinance.

D. Penalties:

- 1. In addition to or in lieu of any criminal charges or warrants, Animal Control Officers are authorized to issue civil citations for any offence or violation of this ordinance. Civil penalty payments are to be paid to the McDowell County Animal Control at the Animal Control Facility. Payments for civil penalties paid to McDowell County must be received within (10) ten working days of issuance of a civil citation.
- 2. Civil penalties
 - a. Any violation or offence under this ordinance may be reason for a written warning, civil citation, and criminal charges/warrants.
 - b. A civil penalty of (\$50.00) fifty dollars shall be assessed for the first violation or offense of any section of this ordinance.
 - c. A civil penalty of (\$100.00) one hundred dollars shall be assessed for the second violation or offense of this ordinance.
 - d. A civil penalty of (\$200.00) two hundred dollars shall be assessed for the third violation or offense of any section of this ordinance.

3. Civil penalties for dangerous canines

If any dangerous canine or animal runs at large, whether on the owners/keepers property or not, the civil penalty shall be (\$200.00) two hundred dollars. For each subsequent violation or offence, the owner/keeper or said animal or canine shall pay a civil penalty of (\$400.00) four hundred dollars

Section 4. Severability and Conflicting Ordinances

If any part of this ordinance shall be held invalid, such parts shall be deemed severable, and therefore, shall not affect the remaining parts of this ordinance. All other ordinances in McDowell County that are in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Adoption

The McDowell County Animal Control Ordinance is hereby adopted on this 13th day of July, 2009 and is effective August 17, 2009.

s/David N. Walker
Chairman of the
Board of Commissioners
McDowell County, NC

s/Carrie Padgett
Clerk to the Board of
Commissioners
McDowell County, NC

New Hanover County Information

Anita.Fogle

Subject: FW: Tethering Dogs

From: Anita.Fogle
Sent: Tuesday, October 19, 2021 10:30 AM
To: 'Crowell, Kym' <KCrowell@nhcgov.com>
Subject: RE: Tethering Dogs

Thanks so much!

Anita

Anita J. Fogle, Clerk to the Board
Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607
828.265.8000 Phone
828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

From: Crowell, Kym <KCrowell@nhcgov.com>
Sent: Tuesday, October 19, 2021 10:29 AM
To: Anita.Fogle <Anita.Fogle@watgov.org>
Subject: RE: Tethering Dogs

Hi Anita –

Please see the response I got below:

Kym Crowell
Clerk To The Board
New Hanover County - County Commissioners
(910) 798-7143 p | (910) 798-7145 f
KCrowell@nhcgov.com
230 Government Center Drive, Suite 175
Wilmington, NC 28403
www.NHCgov.com

From: Norton, Ronnie RNorton@nhcgov.com
Sent: Monday, October 18, 2021 1:57 PM
To: Crowell, Kym KCrowell@nhcgov.com
Subject: RE: Tethering Dogs

We have come across situations where the owner ties their dog out while they are outside with them. We normally use officer discretion in these situations and try to educate the public about tying out. Truthfully, as long as the owner is with the animal outside, I do not see why it cannot be leashed if there is no fence. The ordinance does not provide any exceptions in this regard, but we treat it with education and some leniency.

Ronnie Norton

Deputy Sheriff, Lieutenant
New Hanover County - Sheriff - Support Services - Animal Services
(910) 798-4574 p | (910) 341-4349 f
RNorton@nhcgov.com
180 Division Drive
Wilmington, NC 28401
www.NHCgov.com

Sec. 5-30. - Restraint (dogs tied out).

A dog shall be maintained securely on the property of its owner. Ropes, chains and the like are prohibited for any purpose under this chapter. Exceptions to restraint are as follows: organized and lawful dog functions; e.g., dog exercise within designated areas of public parks, hunting, obedience training, field and water training, law enforcement training and/or in the pursuit of working or competing in those legal endeavors.

(Ord. of 12-20-2010, § 20)

Chapter 5 - ANIMALS

Footnotes:

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Cross reference— *Public and tenant usage of animals at airport, § 8-188; environment, ch. 23; noise from animals, § 23-37; health and sanitation, ch. 32.*

State Law reference— *Authority to regulate public health, G.S. 153A-247.*

ARTICLE I. - IN GENERAL

Sec. 5-1. - Animal services unit created.

- (a) There is created the animal services unit of the sheriff's office of the county, which shall be composed of the sheriff's support services division commander and such employees as shall be determined by the sheriff and funded by the board of commissioners. The support services division commander and employees shall be appointed and compensated in accordance with the personnel policies of the New Hanover County Sheriff's Office.
- (b) The animal services unit shall designate employees or agents enforcing this chapter as animal services officers. In the performance of their duties, animal services officers shall have all the powers, authority and immunity granted under this chapter and by the general laws of this state to enforce the provisions of this chapter, and the General Statutes as they relate to the care, treatment, control or impounding of animals. Should any animal services officer also be a deputy sheriff, he or she shall also have all the power, authority, and immunity granted sworn law enforcement officers under general laws of this state.
- (c) Except as may be otherwise provided by statutes, local laws or ordinances, no officer, agent or employee of the county charged with the duty of enforcing the provisions of this chapter or other applicable laws shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duties unless he acts with actual malice.
- (d) It shall be unlawful for any person to interfere with, hinder or molest any animal services officer, police officer, veterinarian or other duly appointed agent while in the performance of any duty authorized by this chapter or to seek to release any animal in the custody of such agent, except in the manner as herein provided. Each animal service officer while performing his respective duties shall wear an identification insignia of size and design to be determined by the sheriff.
- (e) Animal service officers, if not sworn law enforcement, shall not be authorized to carry on their person any firearms of any kind unless otherwise authorized by the sheriff. Animal services officers may store at the animal shelter or carry in departmental vehicles firearms approved for use and use such firearms when necessary to enforce sections of this chapter or under applicable laws for the control of wild, dangerous, vicious or diseased animals.

(Code 1978, § 3-1; Ord. of 12-20-2010, § 1; Ord. of 3-12-2012)

State Law reference— Appointment of animal services officers authorized, G.S. 67-30 et seq.

Sec. 5-2. - Advisory committee.

An advisory committee is created to advise the sheriff and the support services division commander with respect to animal services matters. The advisory committee shall be composed of members selected by the sheriff and shall serve at the pleasure of the sheriff. Members will include, but are not limited to, interested citizens and persons representing animal care, welfare or similar organizations.

(Code 1978, § 3-2; Ord. of 3-12-2012)

Cross reference— Administration, ch. 2.

Sec. 5-3. - Duties of animal services unit.

- (a) The animal services unit shall be charged with the responsibility of:
- (1) Enforcing all state laws, county ordinances, health regulations and resolutions relating to the care, custody and control of domestic animals, especially with regard to vaccination of dogs, cats, and ferrets against rabies and the secure confinement or leashing and muzzling of dangerous and/or vicious animals within the county. Notwithstanding the foregoing, reference is particularly made to G.S. 67-1 et seq. and G.S. 130A-184 et seq.
 - (2) Investigating cruelty, animal abuse or neglect with regard to dogs, cats and other domestic animals.
 - (3) Making such canvasses of the county, including homes in the county, as deemed necessary for the purpose of ascertaining that all dogs, cats, and ferrets are duly and properly listed for registration purposes and that all dogs, cats, and ferrets are vaccinated against rabies.
 - (4) Operating the county animal shelter pursuant to regulations adopted by the board of health and guidelines established by the North Carolina Department of Agriculture and Consumer Services.
 - (5) Listing for registration for dogs, cats, and ferrets and maintaining a reference file in connection with the list, all in accordance with the provisions of this chapter and the policies of the board of county commissioners.
 - (6) Issuing to the owner a citation for rabies vaccination at the time of redemption for any unvaccinated dog, cat, or ferret four months of age or older. The animal shall be vaccinated by a licensed veterinarian, a registered veterinary technician under the direct supervision of a licensed veterinarian, or a licensed rabies vaccinator and proof returned to the animal services unit by the owner of the dog, cat, or ferret within three business days. If the rabies vaccination is administrated within 72 hours, the citation shall be void. Individuals who fail to vaccinate their pet within 72 hours may be issued another citation.
 - (7) The commander and all animal services officers are empowered to issue citations to any person if there is probable cause to believe that such person has violated any of the provisions of this chapter. Citations so issued may be served in person upon the violator by the commander or any animal services officer or they may be mailed by certified mail. Any citation so served or mailed shall direct the alleged violator to make payment of the fine provided therein to animal services on or before a specific day and hour stated on the citation and the period so specified shall not be less than 72 hours after service or delivery to the violator. If the violator is served by mail, the violator shall have 20 days from the date of the citation to pay said citation. The citation fines may be recovered by the county in a civil action in the nature of a debt if the offender does not pay the penalty within 20 days after being cited.

Any alleged violator may make written appeal of the citation to the health director or his designee within 20 days of the date of the citation. The right to appeal from the health director is to the New Hanover County Superior Court.

- (8) In addition to and/or in lieu of the civil citation provided for in subsection (a)(7) of this section, the support service commander may forthwith have a criminal complaint entered against the violator and secure and issue a warrant, arrest or issue a summons against such person to appear in court. The arrest or summons shall be for the violation of this chapter charged in the citation, and, upon conviction, the defendant shall be subject to the penalties prescribed by this chapter.
- (9) All records with respect to the citation forms and their disposition shall be maintained so that all such forms shall be capable of an immediate accounting. Records of citations shall be maintained in the shelter's software database.
- (b) The county finance officer or his representative shall periodically investigate the records of the division for the purpose of determining the disposition of the citation forms and shall report the result of such investigation to the county manager. For the purpose of making this investigation, he shall have access to the records of the division.

(Code 1978, § 3-3; Ord. of 3-8-2004; Ord. of 12-20-2010, §§ 2—9; Ord. of 3-12-2012)

State Law reference— Dogs, G.S. 130A-34 et seq.; G.S. 130A-185 et seq.; provision of local public health services, G.S. 130A-34 et seq.

Sec. 5-4. - Definitions.

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

Animal services means the animal services unit; animal services shelter; New Hanover County Animal Services.

Animal shelter means any premises designated by the county for the purpose of impounding and caring for all animals found running at large or otherwise subject to impoundment in accordance with the provisions of this chapter.

At large means the state of an animal when it is off the property of its owner and not under the restraint of a competent person.

Competent person means a person of suitable age and discretion so as to keep the animal under sufficient restraint and control in order to prevent harm to person and property.

Dog means any male or female member of the genus *Canis*.

Dog shelter means an area sufficient in size to contain a constrained dog in a normal sitting, standing and sleeping position. The area must have sides and a leakproof roof to give protection from the elements. The ground, base or foundation on which the dog must stand or rest must be well drained and not subject to flooding or continuously wet or muddy conditions.

Exposed to rabies means that an animal has been bitten by or otherwise come into contact with any animal known or suspected to have been infected with rabies.

Kenel means an individual, household, or entity that owns, keeps, or produces four or more litters per calendar year.

Kenel, dealer, breeder, pet shop means any person engaged in buying, selling, commercial breeding, hobby breeding and boarding pet animals not otherwise covered by the Federal Animal Welfare Act (PL 89-544), or the North Carolina Animal Welfare Act (G.S. 19A-21 et seq.).

Neutered male means any male which has been surgically altered to prevent reproduction.

Outside enclosure means a pen large enough to provide each dog less than 25 pounds with a kennel of at least eight feet x ten feet in size, and each dog 25 pounds or greater with a kennel of ten feet x ten feet in size. Animal services reserves the right to determine if a space is considered suitable for the number and size of dogs housed in an outdoor enclosure.

Owner means any person owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions and behavior of his animals.

Public nuisance means:

- (1) A public nuisance is that which annoys and disturbs rights and privileges common to the public or to all the people of the community, rendering their ordinary use or occupation of their property physically uncomfortable to them, or constituting a health hazard to any person.
- (2) Enumerated in this definition, by way of example, and not limited to, certain types of animals, are actions involving animals, or conditions maintained or permitted by the animals' owners or possessors which shall constitute prima facie evidence of a public nuisance, whether such animals are located or such acts are committed on or off the owner's or possessors' premises:
 - a. Any animal which is found at large off the premises of its owner and not under the restraint of a competent person.
 - b. Any animal which damages the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers or vegetables.
 - c. Any animal which is a vicious animal.
 - d. Maintaining animals in an environment of unsanitary condition is in violation of section 5-15.
 - e. Any act which by virtue of number or type and location is offensive or dangerous to the public health, safety or welfare.
 - f. Any animal which barks, whines or howls in an excessive, continuous or untimely manner.
 - g. Any animal which is diseased and/or dangerous to the public health.
 - h. Any animal which habitually or repeatedly chases, snaps at, attacks or barks at pedestrians, bicycles or vehicles, and is not in an enclosure or under restraint.
 - i. Failure to confine a female dog or cat while in heat in such a manner that she will not be in contact with another dog or cat, nor create a nuisance; but this section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of an animal which is being bred.

Rabbit shelter means an area sufficient in size to contain a constrained rabbit in a normal sitting, turning and stretching position. The shelter must be structurally sound, provide protection from predators and adverse environments, and be easily sanitized. The roof must have enough overhang to protect the rabbit from rain.

Restraint means the state of a dog if it is controlled by means of an attended leash, or is on or within a vehicle being driven or parked, or is within a secure enclosure. Exceptions to restraint are as follows: Organized and lawful dog functions; e.g., dog exercise within designated areas of public parks, hunting, obedience training, field and water training, law enforcement training and/or in the pursuit of working or competing in those legal endeavors. A dog shall be maintained securely on the property of its owner. Ropes, chains and the like are prohibited for any purpose under this chapter.

Secure enclosure means a padlocked pen, with a concrete bottom and a secured top and/or a locked home or locked outbuilding with a concrete bottom.

Spayed female means any female which has been surgically altered to prevent conception.

Stray animal means any animal within the county wandering at large or lost and which does not have an owner, or does not bear evidence of the identification of any owner, or any dog or cat within the county whose owner, if determinable, has failed to pay for and procure county license/rabies vaccination tag.

Unaltered animal means any unspayed female or unneutered male animal.

Vicious animal means any animal that has made an unprovoked attack on a human by biting or in any manner causing injury or the reasonable likelihood of injury or one who habitually or repeatedly attacks farm stock or other pets.

(Code 1978, § 3-4; Ord. of 5-15-2006, §§ 3, 4; Ord. of 4-2-2007; Ord. of 9-22-2008; Ord. of 12-20-2010, § 10; Ord. of 3-12-2012)

Cross reference— Definitions generally, § 1-2.

State Law reference— Animal welfare act, G.S. 19A-20 et seq.

Sec. 5-5. - Rabies vaccination and county pet registration.

- (a) Every person who is responsible for any puppy, kitten, or ferret shall have such puppy, kitten, or ferret vaccinated against rabies and registered as provided in this section on or before when the puppy, kitten, or ferret reaches four months of age, but no earlier than three months of age.
- (b) Every dog, cat, and ferret shall be vaccinated as indicated by the state and the county. No dog, cat, or ferret shall be exempted from this section due to advanced age.
- (c) The support services division commander shall issue numbered rabies tags for distribution to veterinarians to accomplish the vaccination-registration program described in this chapter. Rabies certificates issued to pet owners in New Hanover County shall note if the pet owner paid a county pet registration for their pet. There also shall be a statement indicating that the county requires all dogs, cats and ferrets four months or older to pay an annual county registration fee. This information shall either be programmed into the veterinary hospital's computer program or stamped on the certificate by the hospital. Such stamp shall be provided by animal services.
- (d) The board of county commissioners shall establish a preset fee for each combined set comprising a vaccination-registration certificate and a tag. This fee shall be in addition to the amount the veterinarian may charge for their supplies and services in vaccinating a dog, cat, or ferret.
- (e) No veterinarian practicing in the county shall vaccinate a dog, cat, or ferret without complying with the regulation requirements of this section. Each veterinarian who agrees to act as an agent of the county to collect the pet registration fees will be provided rabies tags from the support services division commander. Veterinarians who choose not to collect the registration fees shall be responsible for providing their own rabies tags.
- (f) Each veterinarian shall pay the fee to the support services division commander for each set of certificates and tags as established by the county board of health by the tenth day of the following month.
- (g) When vaccinating any dog, cat, or ferret, a veterinarian shall completely fill out in triplicate copies of the rabies certificate with the information required by the support services division commander. The veterinarian shall

immediately provide one copy to the person responsible for the dog, cat, or ferret and who is presenting the dog, cat, or ferret for vaccination-registering and present another copy to the support services division commander by the tenth day of the following month. The remaining copy of the certificate shall be retained by the veterinarian performing the vaccination.

- (h) The copy of the certificate given to a person responsible for the dog, cat, or ferret shall be retained by that person and be available for inspection by the support services division commander or an authorized representative or any law enforcement officer.
- (i) At the time of vaccination of any dog, cat, or ferret, the veterinarian shall deliver the tag to the person responsible for the dog, cat, or ferret. It is the responsibility of every person responsible for a dog, cat, or ferret to attach the tag to the collar or harness of the vaccinated dog, cat, or ferret and determine that such collar or harness is worn by that dog, cat, or ferret at all times when the dog, cat, or ferret is outside the residence of a person responsible for the dog, cat, or ferret. Any dog, cat, or ferret found without a tag may be deemed to be not vaccinated under this chapter.
- (j) A veterinarian shall be reimbursed and paid the fee for each certificate and tag by the person responsible for the dog, cat, or ferret being vaccinated and registered, and payment may be retained by the veterinarian in addition to the veterinarian's fee for vaccinating the animal.
- (k) The first vaccination of a dog, cat, or ferret shall be valid for one year from the date of vaccination. The second vaccination for dogs or cats shall be valid for three years from the date of the second vaccination. Ferrets require annual rabies vaccinations. The support services division commander shall be responsible for notifying the person responsible for the vaccination of any dog, cat, or ferret that his dog, cat, or ferret needs to be vaccinated again.
- (l) Dog, cat, or ferret registrations shall be valid for one year from the date of the vaccination and shall be renewed annually during the same month. The support services division commander shall mail out a registration renewal notice to each dog, cat, and ferret owner registered with animal the month before their dog, cat or ferret registration expires.
- (m) It shall be the responsibility of the person responsible for the dog, cat, or ferret to have the dog, cat, or ferret vaccinated-registered on time.
- (n) A dog, cat, or ferret brought into the county which has been vaccinated in accordance with the requirements of the state pursuant to G.S. 130A-193, shall be registered in the county within 30 days of initial entry into the county. All other dogs, cats, or ferrets brought into the county shall be vaccinated and registered immediately. This registration shall be accomplished in either of the following ways:
 - (1) A person responsible for the dog, cat, or ferret may have the animal vaccinated under the procedure previously described in this section.
 - (2) A person responsible for the dog, cat, or ferret may present a valid rabies vaccination certificate from a veterinarian licensed by a state of the United States (regardless of whether that veterinarian has been licensed in the state) to a veterinarian which registers dogs, cats and ferrets for the county or to the support services division commander or his authorized representative at animal services. Upon presentation of such a document, the person responsible for the dog, cat, or ferret shall be issued a receipt verifying registration to expire no later than the period the anti-rabies is effective, upon payment of the registration fee established by the board of county commissioners.
- (o) [Reserved.]

- (p) The support services division commander or his authorized representative or any police officer who discovers that a person responsible for a dog, cat, or ferret does not have valid proof of rabies vaccination shall cause the person who owns, redeems or adopts a dog, cat, or ferret to vaccinate such dog, cat, or ferret within 72 hours. If the rabies vaccine is administered within the 72 hours, the citation shall be void. Individuals who fail to vaccinate their dog, cat, or ferret within the 72 hours shall be issued another citation. It is the owner's responsibility to notify animal services that the vaccination has been administered or pay the fine.
- (q) The support services division commander or his authorized representative or any law enforcement officer who discovers that a person responsible for a dog, cat, or ferret does not have valid proof of a current county pet registration shall issue that person a citation for failure to purchase a county pet registration and cause the person who owns, redeems or adopts a dog, cat, or ferret to purchase such dog, cat, or ferret a county pet registration within 72 hours. Individuals who fail to purchase the county pet registration within 72 hours shall be issued another citation for failure to purchase the required registration. It is the owner's responsibility to submit to animal services proof of purchase. County pet registration citations shall not be void. No county pet registration shall be sold without proof of a current rabies vaccination.
- (r) In addition to all other penalties prescribed by law, a dog, cat, or ferret is subject to impoundment in accordance with the provisions of this chapter if the dog, cat, or ferret is found not wearing a currently valid dog, cat, or ferret vaccination-registration tag.
- (s) It shall be unlawful for any person to use for any dog, cat, or ferret a vaccination-registration tag issued to any other dog, cat, or ferret.
- (t) Any operator of a kennel/cattery or owner or keeper of a pack of dogs or cats, in lieu of paying the registration fee for individual dogs or cats as provided, may pay the current fee schedule adopted by the county board of health for a kennel/cattery. Specialty pet registrations shall be purchased at animal services, and a valid vaccination certificate shall be presented before each animal is registered.

(Code 1978, § 3-5; Ord. of 12-20-2010, § 11; Ord. of 3-12-2012)

State Law reference— Rabies vaccination certificates, G.S. 130A-189; vaccination and confinement of dogs and cats brought into the state, G.S. 130A-193; county rabies vaccination clinics, G.S. 130A-187; fee for vaccination at county rabies vaccination clinics, G.S. 130A-188; authority to impose an annual license tax on dogs and other pets, G.S. 153A-153; dogs and cats not wearing required rabies vaccination tags, G.S. 130A-192.; G.S. 130A-185 et seq.

Sec. 5-6. - Keeping stray animals.

It shall be unlawful for any person in the county to knowingly and intentionally harbor, feed, keep in possession by confinement, or otherwise, any stray animal which does not belong to him, unless he has, within 24 hours from the time such animal came into his possession, notified animal services of his intentions to either surrender the stray animal to animal services or advertise such stray animal in the local newspaper with the most circulations of five consecutive days. If the individual holding the stray animal selects to advertise the animal and the prior owner does not respond by the tenth day, the individual who has advertised shall be deemed the legal owner. If the advertisement has not started within 72 hours, animal services requires that the animal be surrendered to an authorized representative of animal services. It shall be unlawful for any person to refuse to surrender any such stray animal.

(Code 1978, § 3-6; Ord. of 3-12-2012)

Sec. 5-7. - Rabies vaccination and control.

- (a) *Vaccination required.* Should it be deemed necessary by the county health director, the board of county commissioners or the state public health veterinarian that other animals be vaccinated in order to prevent or control an epidemic, a potential epidemic, an existing epidemic or other communicable conditions dangerous to or threatening the health or welfare of persons or animals in the county, it shall be unlawful for an owner to fail to provide current, necessary inoculations as directed against rabies or other communicable diseases or conditions.
- (b) *Bite cases; duty to report.* Every dog, cat, or ferret which has bitten anyone or which shows symptoms of rabies shall be confined immediately and shall be reported immediately to animal services by its owners or persons having charge of the animal. Health care providers, hospitals, and veterinarians are required to notify local health jurisdictions of animal bites to humans. The purpose of reporting is to assure appropriate rabies prevention measures are initiated after a bite, including observation of healthy dogs, cats, and ferrets; laboratory testing of wild animals; wound care and appropriate rabies post-exposure prophylaxis (PEP).

Thereupon, the animal shall be securely quarantined at the direction of the support services division commander for a period of not less than ten days and shall not be released from such quarantine except by written permission from the support services division commander. If the dog, cat, or ferret becomes sick during the ten-day period, the dog, cat, or ferret shall be examined by a licensed veterinarian at the expense of the owner. The biting animal, and its record of vaccination and registration, if any, shall be inspected by an animal services officer, who shall observe the following procedure:

- (1) A properly vaccinated and licensed animal may be securely quarantined and confined on the owner's premises if an animal services officer determines that the owner has an adequate means of confinement and quarantine upon his own premises, that the animal is being properly and adequately confined and quarantined on the owner's premises, and the animal is subject to observation by animal services at any time during the ten-day quarantine period. The owner has 72 hours to present to the officer proof of vaccination and license. If valid proof is not presented within 72 hours, the animal services officer shall seize the animal and confine it at a veterinary hospital, in a kennel approved by animal services at the expense of the owner to complete the quarantine or confinement period. The animal shall not be vaccinated prior to or during quarantine and confinement.
 - (2) Any animal not properly vaccinated or licensed shall immediately be quarantined and confined in a veterinary hospital, in a kennel approved by animal services at the expense of the owner for the ten-day quarantine period. The animal shall not be vaccinated prior to or during quarantine and confinement.
 - (3) Any stray animal shall immediately be quarantined and confined in the county animal shelter for a ten-day period, or sacrificed, and the head examined for rabies.
- (c) *Surrender for quarantine required on demand.* Except as provided in subsection (b) of this section, it shall be unlawful for the owner to refuse to release upon demand, after an investigation by animal services any animal which has bitten a human or other warm-blooded animal for the purpose of quarantine, the expense of which shall be borne by the owner. If rabies does not develop within ten days, the animal may be reclaimed upon payment of the current fee schedule adopted by the board of health and upon compliance with other provisions of this chapter.
- (d) *Rabies diagnosed.* If any animal dies while under observation for rabies, that animal's head shall be submitted to the county health department and the state laboratory of hygiene for analysis.
- (e) *Emergency quarantine and procedure.*

- (1) When reports indicate a positive diagnosis of rabies, the county director of public health shall order an areawide quarantine for such period as deemed necessary; and upon the invoking of such emergency quarantine by the health director, no animal capable of contracting rabies shall be at large or not strictly restrained during such period except for treatment at the office of a licensed veterinarian. During such quarantine, no animal may be taken or shipped from the county without written permission of the health director, and each member of animal services, police and sheriff's department is fully authorized during such emergency to impound or follow the procedures in G.S. 130A-195 in handling any animal found running at large in the county.
- (2) During the quarantine period, the health director shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination clinics strategically located throughout the county. No animal which has been impounded by reason of its being a stray, unclaimed by its owner, shall be allowed to be adopted from the animal shelter during the period of emergency rabies quarantine except by special authorization of the county health director.
- (f) *Destruction of animals bitten by rabid animal.* Animals without a current rabies vaccination that are bitten by a known rabid animal shall be immediately destroyed unless the owner agrees to strict isolation of the animal at the animal shelter or at a veterinary hospital for a period of six months; or if the animal has a current rabies inoculation, it shall be revaccinated immediately. Any currently rabies vaccinated animal that is not revaccinated within five days of exposure shall be handled as an unvaccinated animal.
- (g) *Extension of quarantine.* If 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 health director.
- (h) *Killing or releasing animals under observation prohibited; penalty.* It shall be unlawful for any person to kill or release any animal under observation or quarantine for rabies, any animal suspected or having been exposed to rabies, or any animal having bitten a human or other warm-blooded animal, or to remove such animal from the county without written permission from the county health director. Any violation of this section shall be subject to those penalties prescribed by [section 5-23](#).
- (i) *Surrender of carcass for examinations.* The carcass of any dead animal exposed to rabies shall be surrendered to the animal services division. The head of such animal shall be submitted to the county health department and the state laboratory of hygiene for analysis.
- (j) *Failure to surrender carcass prohibited.* It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required in this section when demand is made by animal services division.

(Code 1978, § 3-7; Ord. of 12-20-2010, §§ 12—14; Ord. of 3-12-2012)

State Law reference— Rabies quarantine, G.S. 130A-185 et seq., G.S. 130A-194 et seq.; confinement of all biting dogs and cats, G.S. 130A-196; confinement, G.S. 130A-198; infected dogs and cats to be destroyed, G.S. 130A-197; rabid animals to be destroyed, G.S. 130A-199.

Sec. 5-8. - Wearing of collar, tag and identification required.

- (a) Upon the owner's compliance with the rabies inoculation and registration provisions of this chapter, there shall be issued to the owner a numbered rabies vaccination tag, stamped with the number and the year for which the tag was issued.

- (b) It shall be unlawful for any dog or cat owner to fail to provide his dog or cat with a collar or harness to which a current county registration/rabies vaccination tag shall be securely attached.
- (c) A collar or harness with attached tag shall be worn at all times. A dog or cat shall be exempt from wearing the collar or harness when the dog or cat is confined to an enclosure on the owner's premises, or during the time the dog or cat is performing at shows, obedience trials, tracking tests, field trials, training schools or other events sanctioned and supervised by a recognized organization. Owners of dogs and cats not wearing a tag as required in this section may be prosecuted for violating this chapter, or the dog or cat may be impounded.

(Code 1978, § 3-8; Ord. of 12-20-2010, §§ 15, 16)

State Law reference— Dogs and cats not wearing required rabies vaccination tags, G.S. 130A-192.

Sec. 5-9. - Dogs, cats, or ferrets running at large prohibited.

- (a) It shall be unlawful for any owner of a dog, cat, or ferret to allow it to run at large off the premises of its owner.
- (b) Upon an animal services officer's observation of a dog, cat, or ferret running at large, or off the premises of its owner and not under the restraint of a competent person, the officer may, at his discretion, impound the dog, cat, or ferret or return it to its owner.
- (c) Upon an animal services officer's receipt of a complaint that a dog, cat, or ferret is running at large or is off the premises of its owner and not under the restraint of a competent person, the officer shall investigate the complaint; and upon finding that there is probable cause that a violation has occurred, the officer may issue a citation or a warning or take any other action contained in this chapter or any state law as the circumstances may require.
- (d) Any owner cited for a violation of this chapter may discharge the citation upon payment of the current fee schedule adopted by the board county commissioners. If the dog, cat, or ferret is impounded, the owner may redeem the dog, cat, or ferret under the provisions of section 5-17, provided the owner is in compliance with all other applicable provisions of this chapter. If the owner is charged under a warrant, summons, or bill of indictment and convicted, the provisions of section 5-23 shall apply.

(Code 1978, § 3-7; Ord. of 12-20-2010, § 7; Ord. of 3-12-2012)

Cross reference— Public nuisance for other at large animals, § 5-32.

Sec. 5-10. - Vicious animals.

It shall be unlawful for any person to keep any vicious, dangerous or fierce animal within the county unless the animal is confined within a secure building or secure enclosure, or unless the animal is securely muzzled and under restraint by a competent person who, by means of a leash in hand, has such animal totally under control at all times.

(Code 1978, § 3-10)

Cross reference— Environment, ch. 23.

State Law reference— Precautions against attacks by dangerous dogs, G.S. 67-4.2 et seq.; possession of dangerous animals, G.S. 153A-131.

Sec. 5-11. - Barking dogs.

It shall be unlawful for any dog owner to keep or have a dog that habitually or repeatedly barks in such a manner or to such an extent that it is a public nuisance.

(Code 1978, § 3-11)

Sec. 5-12. - Teasing and molesting.

It shall be unlawful for any person to maliciously tease, molest, bait or in any way bother any animal.

(Code 1978, § 3-12)

State Law reference— Authority to prohibit the abuse of animals, G.S. 153A-127.

Sec. 5-13. - Injuring animals; notice required.

It shall be unlawful for any person injuring a dog or cat, or other domestic animal by running over or into a dog or cat, or coming into contact with a dog or cat, with an automobile, motorcycle, bicycle or other vehicle, to fail to immediately notify the owner of the animal, animal services, or the police department if in a city or the sheriff's department if in the county.

(Code 1978, § 3-13; Ord. of 3-12-2012)

Sec. 5-14. - Health and welfare.

It shall be unlawful for any person to molest, torture, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to its health or general welfare any animal or to cause or procure such action. The term "torture," "torment" or "cruelty" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit lawful shooting of birds, deer and other game for human food, nor to prohibit animal services or its agents or the humane society or veterinarians from destroying dangerous, unwanted, sickly or injured animals in a humane manner.

(Code 1978, § 3-14)

State Law reference— Animal welfare act, G.S. 19A-20 et seq.

Sec. 5-15. - Manner of keeping and treating animals generally.

It shall be unlawful for any person to keep animals under unsanitary or inhumane conditions, or to fail to provide proper food and water at all times, shelter from the weather, reasonably clean quarters and proper medical attention for sick, diseased or injured animals as defined in G.S. 19A-23, as well as adequate inoculation against disease, according to the species of the animal kept.

(Code 1978, § 3-15)

State Law reference— Definitions of animal welfare act, G.S. 19A-23; penalty for failure to adequately care for animals, G.S. 19A-35.

Sec. 5-16. - Impounding animals.

- (a) *Authorized.* Any animal which is lost, strayed or unwanted or any dog, cat, or ferret which is found not wearing a valid county registration/rabies vaccination tag, as required by state law or this chapter, or any dog, cat, or ferret for being treated inhumanely, shall be confined at animal services in a humane manner for a period of five business days for redemption by the owner or otherwise disposed of as provided in this section.
- (b) *Release, sale, destruction.* If an impounded animal is not redeemed by the owner within the time allowed for redemption, it may be offered for adoption to any responsible individual who is willing to comply with this chapter; and when such animal is offered for adoption, it shall be to the first person paying for it as provided in this article. The support services division commander may take a person's association with the prior owner into consideration when determined if he or she is sufficiently responsible to adopt. Animals not redeemed within the required holding period after being taken into custody may be destroyed by animal services in a humane manner as recommended by the American Veterinary Medical Association, or may be made available to officially approved and recognized medical schools or research institutions, or for use by a local veterinarian as a blood donor or for a study of local animal diseases. If the animal is made available for study of local animal diseases, blood samples shall be taken at animal services; then the animal will be euthanized at animal services. If the animal is made available for research, the animal must be euthanized at animal services.
- (c) *Notifying owner.* Immediately upon impounding an animal, animal services shall make reasonable efforts to notify the owner and inform such owner of the conditions whereby the animal may be redeemed.
- (d) *Suspected rabies.* Animals impounded which have been bitten or are suspected of having been bitten by a rabid animal or appear to be suffering from rabies shall not be released but shall be treated in accordance with the provision in section 5-7.
- (e) *Unwanted, diseased or injured animals.* If an animal is officially surrendered by the owner to animal services, it becomes property of the county and may be adopted or destroyed in a humane manner immediately.
- (f) *Other diseased or injured animals.* Any animal impounded which is badly wounded or diseased and has no identification shall be destroyed immediately in a humane manner. If the animal has identification, animal services shall attempt to notify the owner before disposing of such animal; but if the owner cannot be reached readily, and the animal is suffering, animal services may destroy the animal in a humane manner within its discretion.
- (g) *Provision for animals, animal services cannot care for.* Animal services is authorized to obtain suitable board, maintenance and care for any impounded animal, from any available source, when animal services is not equipped to provide care. The owner of any animal impounded and provided care under this section may redeem the animal within five business days upon the payment of all costs of maintenance, transportation and care in addition to the regular redemption fees provided in section 5-17. If not redeemed, the animal may be sold for fair market value and report of the sale duly reported to county finance.
- (h) *Animals impounded pursuant to judicial process or administrative seizure.* Should animal services take possession of any animals pursuant to a judicial order, warrant or administrative seizure, or other authorized action, by any law enforcement officer or animal services officer, the animal shall be confined at animal services or another appropriate facility designated by the support services division commander for a period of five business days. Prior to the end of the fifth business day of the holding period, the owner must remove the animal to a site acceptable to the support services division commander with a maintenance agreement acceptable to the director, pending resolution of any pertinent judicial proceeding. Any animals not removed in accord with the manner and time specified in this subsection shall be deemed abandoned. Any such abandoned animal shall become the sole property of the county and may be offered for adoption, destroyed or otherwise

disposed at the county's election. Any and all incurred costs, expenses and fees for maintenance, transportation and care, whether within or outside the county, shall be the duty and liability of the owner whose animal was impounded under this section. Should a court order any injunctive relief permitting the subject animal to remain within the county at the animal services facility or at some other facility within the county acceptable to the support services division commander, the owner must pay all costs, expenses and fees for maintenance and care on a weekly basis, in advance of the weekly term. Should such costs, expenses and fees not be paid within two working days of their being due, the animal shall be deemed abandoned and shall become the sole property of the county.

(Code 1978, § 3-16; Ord. of 12-20-2010, § 18; Ord. of 3-12-2012)

State Law reference— Care of seized animals, G.S. 19A-47.

Sec. 5-17. - Redemption procedure for impounded animals.

- (a) When any animal has been impounded at animal services, notice of such impoundment shall be given to the owner; or if the owner is unknown, notice shall be posted for three business days; or if the animal has a valid county license/rabies vaccination tag, it shall be posted for five business days or until disposal of the animal. The notice shall be posted on the animal's pen at animal services and shall indicate the time and place of taking the animal and the time and date of posting the notice. The time for redemption of the animal shall not begin to run until such notice has been given or posted.
- (b) The owner shall be entitled to resume possession of his animal, except as already provided for certain animals, upon compliance with the provisions of this chapter and upon payment of the current fee schedule adopted by the board of county commissioners.
- (c) If two or more violations occur within one year, the owner redemption fee shall be paid according to the current fee schedule adopted by the board of county commissioners. In addition to other fees set out in this section, a boarding fee at the rate according to the current fee schedule adopted by the board of county commissioners shall be paid before animals may be redeemed.

(Code 1978, § 3-17; Ord. of 3-12-2012)

Sec. 5-18. - Exemptions.

Veterinary hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this chapter except for sections 5-5, 5-14 and 5-15.

(Code 1978, § 3-18)

Sec. 5-19. - Interference.

It shall be unlawful and a violation of this chapter for any person to release any animal from a trap or cage, or carry away, interfere with or damage any trap or cage set out or placed by animal services.

(Code 1978, § 3-19; Ord. of 3-12-2012)

Sec. 5-20. - Collection of dogs and cats for resale prohibited.

It shall be unlawful for any person to collect any dog or cat within the county for the purpose of resale. This 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 these animals.

(Code 1978, § 3-20)

Sec. 5-21. - Creation of trust fund, acceptance, investment, use and expenditure of gifts, grants and award to animal services.

- (a) The animal services trust fund account may accept and disburse gifts, grants and awards made to animal services.
- (b) The trust fund account is to be self-perpetuating from year to year unless abolished by the board of county commissioners.
- (c) The trust fund shall be for the use of animal services capital outlays, spay/neuter programs with local veterinary hospitals, pet parks and programs to increase pet adoption.
- (d) Gifts, grants and awards received from public and private donors shall be deposited in the animal services trust fund account created in this section and shall at all times be kept separate and apart from the general funds of such that they will ensure to the use and benefit of animal services.
- (e) Gifts, grants and awards not immediately used shall be invested in accordance with the county's investment policy.
- (f) Funds not expended at the close of the fiscal year shall be carried forward into the next year.
- (g) Gifts, grants and awards to the trust fund account shall be received by animal services and delivered to the finance office, who shall deposit them as determined by subsection (d) of this section. These gifts, grants and awards shall be expended by the finance director only upon receipt of a resolution duly adopted by the county manager.
- (h) Any gifts, grants or awards received subject to a condition shall be expended strictly in accordance with such condition.

(Code 1978, § 3-21; Ord. of 12-20-2010, § 19; Ord. of 3-12-2012)

Sec. 5-22. - Records.

It shall be the duty of animal services to keep or cause to be kept accurate and detailed records of:

- (1) Impoundment and disposition of all animals coming into animal services.
- (2) Bite cases, violations and complaint investigations.
- (3) All moneys belonging to the county which were derived from impoundment fees, penalties and adoptions of animals.
- (4) All other records deemed necessary by the county manager.

(Code 1978, § 3-22)

Sec. 5-23. - Violations; misdemeanor.

- (a) Pursuant to state law, it is a class 3 misdemeanor punishable by a fine not to exceed \$500.00 to violate any provisions of this chapter unless otherwise provided herein.

- (b) In addition to and/or in lieu of the criminal sanctions imposed pursuant to subsection (a) of this section, the county issue civil citations, in such amounts as established by the board of county commissioners, for any violation of this chapter. Each separate violation under this chapter shall constitute a distinct offense under this chapter. These civil citation penalties may be recovered by the county in a civil action in the nature of debt if the offender does not pay the penalty after being cited as set forth in section 1-6.

(Code 1978, § 3-23; Ord. of 3-12-2012)

Sec. 5-24. - Jurisdiction.

This chapter shall be effective within the corporate limits and extraterritorial jurisdiction of any municipality within the county which shall so agree by appropriate resolution.

(Code 1978, § 3-24)

Sec. 5-25. - Dogs prohibited on Mason Inlet Beach and public riparian property at certain times, places.

No person shall allow a dog on the public beach of the Atlantic Ocean or other public riparian property within any portion of the unincorporated county situated on Wrightsville Beach Island north of the town boundary lines, whether on a leash or not, at any time between the dates of April 1 and September 30 of each year.

This section shall only be enforced as a civil citation in an amount established by the New Hanover County Board of Commissioners. Each separate violation shall constitute a distinct incident. These civil citation penalties may be recovered in a civil action in the nature of a debt or income tax set-off. No misdemeanor or any other criminal sanction shall be incurred for violation of this action.

(Ord. of 2-4-2002, § 1; Ord. of 6-16-2014, § 1)

Sec. 5-26. - Dogs running at large prohibited at Mason Inlet Beach and public riparian property.

It shall be unlawful for the owner of a dog to allow the animal to be off the premises of his owner and not on a leash within any portion of the unincorporated county situated on Wrightsville Beach Island north of the town boundary lines.

This section shall only be enforced as a civil citation in an amount established by the New Hanover County Board of Commissioners. Each separate violation shall constitute a distinct incident. These civil citation penalties may be recovered in a civil action in the nature of a debt or income tax set-off. No misdemeanor or any other criminal sanction shall be incurred for violation of this action.

(Ord. of 2-4-2002, § 2; Ord. of 6-16-2014, § 2)

Sec. 5-27. - Proof of sterilization of animals adopted in New Hanover County.

Any group, organization, or entity offering animals for adoption in New Hanover County must provide proof of sterilization for every animal prior to adoption.

(Ord. of 5-15-2006, § 5)

Sec. 5-28. - Permits for kennels.

- (a) No person may maintain a kennel within the County of New Hanover except in accordance with a permit issued

pursuant to this section.

- (b) Animal services shall issue the permit required by this section. The permit application forms shall be promulgated by animal services pursuant to this section. Before issuing the permit, animal services shall require proof that each of the following conditions has been met by the kennel operator:
- (1) Each dog kept or maintained in the kennel must be vaccinated for rabies and must be licensed as required by section 5-5;
 - (2) Permits shall include the name, address, and telephone number of the owner/operators of the kennel, the address and physical location of the kennel, and the number of dogs over the age of six months being kept at the kennel as of January of the year for which the permit is issued;
 - (3) If the dogs are to be kept or maintained in any kennel or enclosure other than the principal structure on the premises, whether on a temporary or permanent basis, said kennel or enclosure must satisfy the size and location criteria of section 5-4;
 - (4) The applicant or any other person associated with the operation of the kennel must not have been convicted or found liable for cruel or inhumane treatment of animals within the five years next preceding the date of the permit application;
 - (5) There must be no violations of any health or sanitation codes or ordinance arising from or in connection with the handling or disposal of animal wastes involving the premises or any person associated with the operation of the kennel for the five years next preceding the date of the permit application;
 - (6) If the applicant is not the owner of the premises proposed for the kennel operation, there must be written permission from the owner of the premises to engage in the operation of the kennel;
 - (7) There must be no reported incidents of injurious or threatening behavior by dogs on the premises for the 12 months next preceding the date of the license or permit application. Any such reported incidents must be independently verified and confirmed in the records of the New Hanover Sheriff's Office, Wilmington Police Department, Animal Services Division of New Hanover County or any other law-enforcement agency; and
 - (8) No more than one kennel permit may be issued for any premises within the county. For purposes of determining the number of dogs, all dogs on a single premises shall be included in the total.
- (c) When a permit is denied for any reason, animal services shall state the reason for the denial in writing and shall deliver the determination to the applicant personally or by registered or certified mail, return receipt requested.
- (d) Any kennel issued a permit pursuant to this section shall be maintained in a clean and sanitary condition at all times: The portion of the premises occupied by the kennel shall be cleaned of dog feces and other animal waste at least once a day and said feces and animal waste shall be properly disposed of. Failure to maintain a kennel in accordance with this provision shall also result in the kennel and dogs being declared a public nuisance pursuant to section 5-4 and shall subject the kennel operator to the abatement procedures and penalties set forth in this chapter.
- (e) The requirements of this section apply to all kennels in operation within the county on the effective date of this section, as well as any established or brought within the county thereafter. However, operators of kennels that are within the county on the effective date of this section shall not be deemed in violation until after they have been notified in writing of the requirements of this section and have failed to apply for the required permit within 30 days. In any event, no kennel operator shall be deemed in violation of this section for a period of 180 days following its effective date.
- (f) A permit issued in accordance with this section may be revoked by animal services for any of the reasons

enumerated under subsection (b), above. Animal services shall state the reason for the revocation in writing and shall deliver the determination of revocation to the permittee personally or by registered or certified mail, return receipt requested.

- (g) Any person who is denied a permit or whose permit is revoked pursuant to this section shall have 30 days to comply with the requirements of this section or to reduce the number of dogs on the premises to not more than four.
- (h) Any person who is denied a permit or who has a permit revoked may appeal the denial or revocation to the county manager or his designee by giving written notice of appeal to the county manager within 30 days or after the receipt of the written determination. The county manager or his designee shall conduct a de novo hearing to determine if the permit should be denied or revoked. Any enforcement action shall be stayed pending determination of an appeal pursuant to this subsection.

(Ord. of 9-22-2008; Ord. of 3-12-2012)

Sec. 5-29. - Permit, inspection and enforcement.

- (a) Complete applications shall be reviewed and approved or denied within 30 days of the date of submittal. Annual permits are valid from the time they are issued until the first day of the month of January of the next year after their issuance. The annual permit fee will be set by the county board of health. Applicants that hold a license issued pursuant to the North Carolina Animal Welfare Act, shall have the fee for such license credited towards the licensing fee imposed by sections 5-28, and 5-29. The support services division commander shall mail out a permit renewal notice to each kennel one month before their kennel permit expires.
- (b) Kennel permits shall be issued by animal services.
- (c) The application must be complete in order for animal services to accept and review the application. Prior to administrative approval, animal services may conduct a criminal background check of the applicant and property owner.
- (d) Within 30 days of submission of the application for a license or permit, animal services may conduct an inspection of the kennel.
- (e) Animal services shall inspect kennels on an annual basis. The inspection must be during business hours. Notice is not required before an inspection. The inspection report must list separately each standard set forth in section 5-28 and must require animal services to document whether the facilities comply with each standard.
- (f) Upon failure by a kennel operator to grant access to animal services to perform the annual inspection or discovery of a violation of any provision of sections 5-28 and 5-29, animal services may revoke the permit or require cure of set violations within 30 days. However, upon a finding of gross abuse or gross neglect, animal services shall immediately impound all animals found on the premises.
- (g) The support services division commander, their authorized representative or any law enforcement officer who discovers that a person responsible for a kennel does not have valid proof of a current kennel permit shall issue that person a citation for failure to purchase a permit and cause the person to purchase such kennel permit within 72 hours. Individuals who fail to purchase the permit within 72 hours shall be issued another citation for failure to purchase the required permit. It is the kennel owner or operator's responsibility to submit to animal services proof of purchase.
- (h) All complaints concerning a kennel within the county shall be investigated and addressed by animal services. Notwithstanding subsection (f), if any person shall deny animal service admittance to his property, upon

probable cause, animal service shall be entitled to secure from any judicial official with jurisdiction to issue warrants a court order granting such admittance.

- (i) Any person who violates any provision of sections 5-28 and 5-29 shall be deemed guilty of a misdemeanor and shall be punishable according to G.S. 14-4. Each day that a violation continues shall constitute a separate offense. The county may also initiate any applicable civil action, such as the seizure of animals and/or revocation of a kennel permit.
- (j) The support services division commander or their authorized representative may issue a citation for any violation of this article, which subjects the offender to a civil penalty in an amount approved by the board of health. This penalty may be recovered by the county in the nature of a debt if the offender does not pay the penalty within 20 days of being cited. Each day of a continuing violation constitutes a separate offense under the article. These citations may be imposed in addition to any and all other available civil and criminal remedies and actions.

(Ord. of 9-22-2008; Ord. of 3-12-2012)

Sec. 5-30. - Restraint (dogs tied out).

A dog shall be maintained securely on the property of its owner. Ropes, chains and the like are prohibited for any purpose under this chapter. Exceptions to restraint are as follows: organized and lawful dog functions; e.g., dog exercise within designated areas of public parks, hunting, obedience training, field and water training, law enforcement training and/or in the pursuit of working or competing in those legal endeavors.

(Ord. of 12-20-2010, § 20)

Sec. 5-31. - Outside enclosure.

Dog owners are required to provide an outdoor pen meeting the following specifications: each dog less than 25 pounds must have a kennel of at least eight feet x ten feet in size, and each dog 25 pounds or greater must have a kennel of ten feet x ten feet in size. Animal services reserves the right to determine if a space is considered suitable for the number and size of dogs housed in an outdoor enclosure.

(Ord. of 12-20-2010, § 21; Ord. of 3-12-2012)

Sec. 5-32. - Public nuisance.

The following are considered to be reasonable public nuisance complaints and therefore prohibited:

- (a) Any animal which is found at large off the premises of its owner and not under the restraint of a competent person (running at large dogs, cats, and ferrets section 5-9).
- (b) Any animal which damages the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers or vegetables.
- (c) Any animal which is a vicious animal (vicious dogs, section 5-10).
- (d) Maintaining animals in an environment of unsanitary condition is in violation of section 5-15.
- (e) Any act which by virtue of number or type and location is offensive or dangerous to the public health, safety or welfare.
- (f) Any animal which barks, whines or howls in an excessive, continuous or untimely manner.
- (g) Any animal which is diseased and/or dangerous to the public health.

- (h) Any animal which habitually or repeatedly chases, snaps at, attacks or barks at pedestrians, bicycles or vehicles, and is not in an enclosure or under restraint.
- (i) Failure to confine a female dog or cat while in heat in such a manner that she will not be in contact with another dog or cat, nor create a nuisance; but this section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of an animal which is being bred.

(Ord. of 12-20-2010, § 22)

Sec. 5-33. - Responsible breeder's permit.

- (a) It shall be unlawful for any person to breed a dog or cat without securing a breeding permit from animal services, which must be obtained no later than three business days following birth of the litter.
- (b) The fee for the permit shall be established by the board of county commissioners.
- (c) This section does not impose any restrictions upon what animal is bred or the frequency of such breeding.

(Code 1978, § 3-30; Ord. of 12-20-2010, § 23; Ord. of 3-12-2012)

Editor's note— Sec. 23 of an ordinance adopted Dec. 20, 2010, renumbered § 5-66 as § 5-33.

Secs. 5-34—5-60. - Reserved.

ARTICLE II. - DANGEROUS DOG/POTENTIALLY DANGEROUS DOG

Footnotes:

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Cross reference— *Environment, ch. 23.*

State Law reference— *Dangerous dogs, G.S. 67-4.1 et seq.; possession or harboring dangerous animals, G.S. 153A-131.*

Sec. 5-61. - Definitions.

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

Dangerous dog means:

- (1) A dog that without provocation has killed or inflicted severe injury on a person; or
- (2) Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

Owner's real property means any real property owned or leased by the owner of the dog, but does not include any public right-of-way or a common area of a condominium, apartment complex or townhouse development.

Potentially dangerous dog means a dog that:

- (1) Inflicted a bite on a person that resulted in broken bones or broken skin or required cosmetic surgery or hospitalization;
- (2) Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
- (3) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent

attitude of attack.

Severe injury means any physical injury that result in medical treatment exceeding the cost of \$250.00.

(Code 1978, § 3-25; Ord. of 5-15-2006, § 1)

Cross reference— Definitions generally, § 1-2.

Sec. 5-62. - Exclusions.

The provisions of this article do not apply to:

- (1) A dog being used by a law enforcement officer to carry out the law enforcement officer's official duties;
- (2) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a lawful hunting dog, herding dog or predator control dog on the property of or under the control of its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or
- (3) A dog where the injury was inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the dog; or had tormented, abused or assaulted the dog; or was committing or attempting to commit a crime.

(Code 1978, § 3-26)

Sec. 5-63. - Procedure.

- (a) The sheriff will appoint a committee of two people who will be responsible for determining when a dog is a dangerous or potentially dangerous dog. When making the determination that a dog is a dangerous dog or a potentially dangerous dog, animal services must notify the owner in writing, giving the reasons before the dog may be considered dangerous or potentially dangerous under this article. The committee shall consider any written response by the owner to the written notification. If there is a split decision, the sheriff or his designee will make the final determination. Once a decision has been made, the owner must provide animal services with a current address where the dog will be housed, notify animal services within 48 hours of any change in address of the owner or the dangerous dog, and follow all state laws and county ordinances dealing with dangerous or potentially dangerous dogs until all appeals have been exhausted and a final decision rendered or no appeal is requested; and the decision is final.
- (b) The owner may appeal the determination of a dangerous dog or potentially dangerous dog. Notice of appeal is by filing written objections with the appellate board appointed by the sheriff within ten business days after receiving written notice, together with such appellant's filing fees as may be established by the board of county commissioners. The appellate board shall schedule a hearing of said appeal and the dog owner and complainant will be notified of the hearing date ten business days prior to said hearing. Until the appeal is final, the dog must be controlled and confined pursuant to the ruling from which the appeal was taken. Any appeal from the final decision of such appellate board shall be taken to superior court by filing notice of appeal and a petition for review within ten business days from the final decision of the appellate board.
- (c) Appeals from ruling of the appellate board shall be heard in superior court. The appeal shall be heard de novo before a superior court judge sitting in the county.

(Code 1978, § 3-27; Ord. of 12-20-2010, §§ 24, 25; Ord. of 3-12-2012)

Sec. 5-64. - Precautions against attacks by dangerous or potentially dangerous dogs.

- (a) If so ordered in the determination made pursuant to section 5-63, it is unlawful for an owner to:
- (1) Leave a dangerous dog or potentially dangerous dog unattended on the owner's real property unless the dog is confined indoors, in a securely enclosed and padlocked pen, with a concrete bottom and a secure top, along with the posting of the premises with four clearly visible warning signs adequate to inform the public, including children, of the presence of a dangerous dog, and strategically placed on the property as designated by the appropriate county authority.
 - (2) Permit a dangerous dog or potentially dangerous dog to go beyond the owner's real property unless the owner or guardian has the dog leashed and the leash in hand and the dog muzzled or otherwise securely restrained and muzzled.
 - (3) Even in the presence of an owner or others, permit a dangerous dog or potentially dangerous dog on the owner's property, not confined in a secured enclosure, to be without a muzzle.

In the section 5-63 determination, any of the measures included in this section may be waived by the committee or the appellate board, or other similar measures or conditions may be substituted in their place.

- (b) Within seven days after a dangerous dog or potentially dangerous dog determination becomes final, the owner must have the dangerous dog or potentially dangerous dog tattooed with an identification number or micro-chip identification as directed by the support services division commander on the inside of the right hind leg. Within 72 hours of the death of a dangerous dog or potentially dangerous dog, the owner of the dog shall provide written notification of the dog's death to the animal services. If the dog's body is not available, the notification shall fully identify the dog and shall bear the notarized signature of the owner and a licensed veterinarian, all attesting to the dog's death.
- (c) If the owner of a dangerous dog or potentially dangerous dog transfers ownership or possession of the dog to another person, the owner shall provide written notice within 48 hours to:
- (1) The authority that made the determination under this article, stating the name and address of the new owner or possessor of the dog; and
 - (2) The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the authority's determination.
- (d) The person taking ownership of the dog shall notify animal services within 48 hours of the dog's change of address and their knowledge of the committee's determination.
- (e) Violation of this section is a misdemeanor punishable by a fine not to exceed \$500.00 or imprisonment for not more than 30 days or both.

(Code 1978, § 3-28; Ord. of 3-12-2012)

Sec. 5-65. - Violation of conditions; euthanization.

- (a) Animal services may take possession of any dog concerning whom it has cause to believe an owner has violated section 5-64. For this purpose, the requirement for sufficient cause shall be satisfied if an officer observes the violation or if animal services obtains an affidavit setting forth the violation. In the event that a dog which has been determined dangerous or potentially dangerous receives a final determination that the conditions imposed

pursuant to section 5-64, the dog must be surgically sterilized. An owner who violates section 5-64 in a willful or negligent manner may be found by the committee to have forfeited all rights or ownership of the dog; and upon final determination of such violation, the dog may be humanely euthanized by animal services.

(b) Appeals from rulings of the appellate board shall be heard in superior court. The appeal shall be heard de novo before a superior court judge sitting in the county.

(Code 1978, § 3-29; Ord. of 5-15-2006, § 2; Ord. of 12-20-2010, § 26; Ord. of 3-12-2012)

Chapter 29 - FLOODS

Footnotes:

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Cross reference— *Buildings and building regulations, ch. 11; environment, ch. 23; streets, sidewalks and other public places, ch. 47; utilities, ch. 56; waterways, ch. 59.*

State Law reference— *Floodway regulation, G.S. 143-215.51 et seq.*

ARTICLE I. - IN GENERAL

Secs. 29-1—29-30. - Reserved.

ARTICLE II. - FLOOD HAZARD REDUCTION

DIVISION 1. - GENERALLY

Sec. 29-31. - Title.

This article shall be known as the Floodplain Management Regulations of New Hanover County, North Carolina.

(Code 1978, § 4-57)

State Law reference— Floodplain management, G.S. 143-215.62.

Sec. 29-32. - Jurisdiction.

This article shall govern each and every development within areas of special flood hazard lying within the regulatory jurisdiction of the county.

(Code 1978, § 4-58)

Sec. 29-33. - Definitions.

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

Appeal means a request for a review of the building inspector's interpretation of any provision of this article or a request for a variance.

Area of shallow flooding means a designated AO or VO zone on the county's flood insurance rate map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard is the land in the floodplain within the county subject to a one percent or greater chance of flooding in any given year.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Board of adjustment means the county board of adjustment, charged with the responsibility of hearing and deciding appeals and requests for variances from the requirements of this article.

Breakaway walls means any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material, which are not part of the structural support of the building and which are so designed as to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by floodwaters.

Building means the same as "structure."

Building inspector means the building inspector of the county, charged with the responsibility of administering and implementing this article in compliance with the provisions as contained in this article.

Coastal high-hazard area means the area subject to high-velocity waters, including but not limited to hurricane wave wash or tsunamis. The area is designated on a FIRM as zone V1-30.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations. Development shall not be construed or interpreted to include any bona fide farming activities.

Existing mobile-manufactured home park or subdivision means a mobile-manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the mobile-manufactured home is to be affixed, including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets, has been completed before the effective date of the ordinance from which this article derives.

Expansion to an existing mobile-manufactured home park or subdivision mean the preparation of additional sites by the construction of facilities for servicing the lots on which the mobile-manufactured homes are to be affixed, including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets.

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

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been designated as zone A.

Flood insurance rate map (FIRM) means an official map of the county on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the county.

Flood insurance study is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood hazard boundary-floodway map and the water surface elevation of the base flood.

Floodplain and floodprone area mean any land susceptible to being inundated by water from any source.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Habitable floor means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, in any combination. A floor used only for storage purposes is not a habitable floor. The term "lowest floor," as used in this article, shall be construed or interpreted as being a habitable floor.

Mean sea level means the average height of the sea for all stages of the tide.

Mobile-manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

Mobile-manufactured home subdivision means a parcel or contiguous parcels of land divided into two or more lots for rent or sale and in which mobile-manufactured homes have been established as the principal structures.

New construction means structures for which the start of construction commenced on or after the effective date of this article [April 3, 1978].

New mobile-manufactured home park or subdivision means a mobile-manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the mobile-manufactured home is to be affixed, including at a minimum the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets, will be completed on or after the effective date of this article [April 3, 1978].

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area having special flood or flood-related hazards as shown on the county's flood hazard boundary map (FHBM) or federal insurance rate map (FIRM).

Start of construction means the first placement of permanent construction of a structure, other than a mobile-manufactured home, on a site, such as the pouring of slabs or footings or any work beyond the stage of excavation, including the relocation of a structure. Permanent construction does not include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not as part of the main structure. For a structure, other than a mobile-manufactured home, without a basement or poured footings, the start of construction includes the first permanent framing or assembly of the structure or any part of the structure on its piling or foundation. For mobile-manufactured homes not within a mobile-manufactured home park or subdivision, start of construction means the affixing of the mobile-manufactured home to its permanent site. For mobile-manufactured homes within mobile-manufactured home parks and subdivisions, start of construction is the date on which the construction of facilities for servicing the site on which the mobile-manufactured home is to be affixed, including, at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities, is completed.

Structure means a walled and roofed building that is principally above ground, as well as a mobile-manufactured home.

Substantial improvement means, for a structure built prior to the enactment of this article [April 3, 1978] any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started or, if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, substantial improvement is considered to occur when the

first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to ensure safe living conditions, or any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.

Variance is a grant of relief to a person from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.

(Code 1978, § 4-74)

Cross reference— Definitions generally, § 1-2.

Sec. 29-34. - Compliance.

No structure shall be located, extended, converted or structurally altered and no land shall be developed as of the effective date of this article [April 3, 1978] without full compliance with the terms of this article and other applicable regulations.

(Code 1978, § 4-61)

Sec. 29-35. - Abrogation and greater restrictions.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another ordinance conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Code 1978, § 4-62)

Sec. 29-36. - Interpretation.

In the interpretation and application of this article, all provisions shall be considered as minimum requirements and deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 1978, § 4-63)

Sec. 29-37. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations provided by the Federal Emergency Management Agency. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the county or by any officer or employee of the county for any flood damages that result from reliance on this article or any administrative decision lawfully made under this article.

(Code 1978, § 4-64)

Sec. 29-38. - Amendments.

The board of county commissioners may, from time to time, amend this article; but no amendment shall become effective unless it has been proposed by or has been submitted to the state coordinating agency and the Federal Emergency Management Agency for review and approval.

(Code 1978, § 4-66)

Sec. 29-39. - Officers designated.

The building inspector and/or the county engineer, as provided in section 29-62, shall administer and enforce the provisions of this article. They may be provided with assistance of such other persons as they deem necessary in order to adequately carry out the administration and enforcement of this article.

(Code 1978, § 4-80)

Sec. 29-40. - Duties and responsibilities.

The duties of the building inspector and/or the county engineer, as provided in section 29-62, shall include, but are not limited to those duties listed in this section. Such officers shall:

- (1) Review all development permits to ensure that the permit requirements of this article have been satisfied.
- (2) Advise the permittee that additional permits, as mandated by federal or state law, may be required, and if specific permits are known, require that copies of such permits be provided and maintained on file with the development permit prior to the issuance of the permit.
- (3) Notify adjacent communities, if applicable, and the state department of environment and natural resources as to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (4) Ensure that maintenance is provided within any altered or relocated portion of a watercourse so that the flood-carrying capacity is not diminished.
- (5) Verify and record the actual elevation, in relation to mean sea level, of the lowest floor, including basement, of all new or substantially improved structures.
- (6) Verify and record the actual elevation, in relation to mean sea level, to which the new or substantially improved structures have been floodproofed.
- (7) Verify certification from a professional engineer or architect licensed and registered to practice in the state that utility systems, other than residential on-site facilities, will be located, designed and constructed to eliminate flood damage, infiltration from floodwaters and discharges from the systems into floodwaters. In the case of residential on-site utility systems, certification shall be provided by the county engineer, provided the county engineer is a professional engineer licensed and registered to practice in the state, in conjunction with the county health department, that such systems will be reasonably located and designed to avoid impairment to them or to minimize contamination from them during flooding.
- (8) In coastal high-hazard areas, obtain certification from a registered professional engineer or architect licensed to practice in the state that the structure is securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.
- (9) In coastal high-hazard areas, review plans for the adequacy of breakaway walls in accordance with section 29-64(5)(i).

- (10) When floodproofing is utilized for a particular structure, obtain certification from a registered professional engineer or architect licensed to practice in the state.
- (11) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (12) When base flood elevation data has not been provided in accordance with section 29-61, obtain, review and reasonably utilize any base flood elevation data available from a federal, state or other source, in order to administer the provisions of this article.

All records pertaining to the provisions of this section shall be maintained in the office of the building inspector and shall be open for public inspection.

(Code 1978, § 4-81)

Sec. 29-41. - Penalties for violation.

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall upon conviction be fined not more than \$500.00 or imprisoned for not more than 30 days. Each ten days such violation continues, following written notice of such violation from the county, shall be considered a separate offense. Nothing contained in this section shall prevent the county from taking such other lawful action as is necessary to prevent or remedy any violation.

(Code 1978, § 4-65)

Secs. 29-42—29-60. - Reserved.

DIVISION 2. - FLOOD HAZARD REDUCTION

Sec. 29-61. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard currently identified by the Federal Emergency Management Agency in its Flood Hazard Boundary Maps (FHBM) #370168-0050A, 370168B-0075A and 370168-00100A, dated effective as of April 17, 1978, and any in future revisions are adopted by reference and declared to be a part of this article; or the areas of special flood hazard identified by the Federal Emergency Management Agency through a scientific and engineering report entitled "The Flood Insurance Study for New Hanover County, North Carolina," dated April 17, 1978, with accompanying flood insurance rate maps and flood boundary and floodway maps and any revision are adopted by reference and declared to be a part of this article.

(Code 1978, § 4-59)

Sec. 29-62. - Permit procedures.

- (a) *Generally.* All new construction, improvements, reconstruction or alterations to land and buildings must receive clearance prior to such activity as outlined below:

(b) *Clearance for structures.*

- (1) Approval or disapproval in accordance with this article shall be given by the building inspector at the time of issuance of the building permit for any new construction, improvements, reconstruction or alterations for buildings, dwellings or structures.
- (2) The building inspector shall apply a stamp of clearance to all building permits that indicates one of the following:
 - a. The proposed structure is within a floodprone area as designated by the maps referenced in this article and complies with the standards of this article;
 - b. The proposed structure is not within a floodprone area as designated by the maps referenced in this article and is exempted from the standards of this article.
- (3) The building inspector shall place his signature and note the date to the stamp as official certification of the property in question.
- (4) Nothing in this section shall supersede section 29-67 and the requirements in that section.

(c) *Clearance for development other than structures.*

- (1) The county engineer shall certify all other construction, improvements or reconstruction other than what is authorized by the building permit issued by the building inspector as being in conformance with the requirements of this article.
- (2) The county engineer shall certify these improvements to the land in the same manner provided in subsection (b) of this section.

(Code 1978, § 4-60)

State Law reference— Procedures in issuing permits, G.S. 143-215.57.

Sec. 29-63. - General standards.

In all areas of special flood hazard, the following provisions are required:

- (1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (3) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (4) All new and replacement water supply systems shall be designed to eliminate infiltration of floodwaters into the system.
- (5) New and replacement sanitary sewer systems shall be designed to eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (6) On-site waste disposal systems shall be reasonably located and designed to avoid impairment to them or to minimize contamination from them during flooding.
- (7) Any alteration, repair, reconstruction or improvements to a structure on which the start of construction was begun after the effective date of this article [April 3, 1978], shall meet the requirements of new construction

as defined in this article.

(Code 1978, § 4-89)

State Law reference— Floodplain management, G.S. 143-215.61.

Sec. 29-64. - Specific standards.

In all areas of special flood hazard where base flood elevation data has been provided as set forth in section 29-61 or section 29-67, the following provisions are required:

- (1) *Residential construction.* New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above base flood elevation.
- (2) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to the level of the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in section 29-67(3).
- (3) *Mobile-manufactured homes.*
 - a. No mobile-manufactured home shall be placed in a floodway or coastal high-hazard area, except in an existing mobile-manufactured home park or existing mobile-manufactured home subdivision.
 - b. All mobile-manufactured homes shall be anchored to resist flotation, collapse or lateral movement by providing over-the-top and frame ties to ground anchors. Specific requirements shall be that:
 1. Over-the-top ties be provided at each end of the mobile-manufactured home, with one additional tie per side at an intermediate location on mobile-manufactured homes of less than 50 feet and one additional tie per side for mobile-manufactured homes of 50 feet or more;
 2. Frame ties be provided at each corner of the home with four additional ties per side at intermediate points for mobile-manufactured homes less than 50 feet long and one additional tie for mobile-manufactured homes of 50 feet or longer;
 3. All components of the anchoring system be capable of carrying a force of 4,800 pounds; and
 4. Any additions to the mobile-manufactured home be similarly anchored.
 - c. New mobile-manufactured home parks and subdivisions; expansions to existing mobile-manufactured home parks and subdivisions; existing mobile-manufactured home parks and subdivisions where the repair, reconstruction or improvement of the streets, utilities and pads equals or exceeds 50 percent of value of the streets, utilities and pads before the repair, reconstruction or improvement has commenced; and mobile-manufactured homes not placed in a mobile-manufactured home park or subdivision require:
 1. That stands or lots are elevated on compacted fill or on pilings so that the lowest floor of the mobile-manufactured home will be at or above the base flood level;
 2. That adequate surface drainage and access for a hauler are provided;
 3. That emergency provisions for hauling operations and the temporary storage of mobile-manufactured homes within an area located outside of the special flood hazard area during flooding

be established; and

4. In the instances of elevation on pilings, lots large enough to permit steps, piling foundations placed in stable soil no more than ten feet apart, and reinforcement provided for pilings more than six feet above the ground level.

- (4) *Floodways*. Located within areas of special flood hazard established in section 29-61 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
 - a. Encroachments, including fill, new construction, substantial improvements and other developments, shall be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.
 - b. If subsection (4)a. of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.
 - c. The placement of any mobile-manufactured homes, except in an existing mobile-manufactured home park or subdivision, shall be prohibited.
- (5) *Coastal high-hazard areas (V zones)*. Located within the areas of special flood hazard established in section 29-61 are areas designated as coastal high-hazard areas. These areas have special flood hazards, associated with high-velocity waters from tidal surge and hurricane wave wash; therefore, the following provisions shall apply:
 - a. All buildings or structures shall be located landward of the reach of the mean high tide.
 - b. All buildings or structures shall be elevated so that the lowest supporting member is located no lower than the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water, except for breakaway walls as provided for in subsection (5)i. of this section.
 - c. All buildings or structures shall be securely anchored on pilings or columns.
 - d. Pilings or columns used as structural support shall be designed and anchored so as to withstand all applied loads of the base flood flow.
 - e. Compliance with the provisions contained in section 29-63(4)–(6).
 - f. Compliance with provisions contained in subsection (5)b.—e. of this section shall be certified to by a registered professional engineer or architect, except that a registered land surveyor may be used to certify the lowest floor elevation in relation to the base flood elevation level in accordance with the provisions of this section.
 - g. There shall be no alteration of sand dunes or sand dune vegetation which would increase potential flood damage.
 - h. Breakaway walls shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are to be used.
 - i. If breakaway walls are utilized, such enclosed space shall not be used for human habitation.
 - j. Prior to construction, plans for any structure that will have breakaway walls must be submitted to the building inspector for approval.
 - k. The placement of mobile-manufactured homes, except in an existing mobile-manufactured home park or

subdivision, is prohibited.

- I. Any alteration, repair, reconstruction or improvement to a structure started after the enactment of this article [April 3, 1978] shall not enclose the space below the lowest floor unless breakaway walls are used as provided for in subsection (5)h. and i. of this section.

(Code 1978, § 4-90)

Sec. 29-65. - Standards for areas of shallow flooding (AO zones).

Located within the areas of special flood hazard established in section 29-61 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions shall apply:

- (1) All new construction and substantial improvements of residential structures shall have the lowest floor, including basement, elevated above the crown of the nearest street to or above the depth number specified on the county's FIRM.
- (2) All new construction and substantial improvements of nonresidential structures shall:
 - a. Have the lowest floor, including basement, elevated above the crown of the nearest street to or above the depth number specified on the FIRM; or
 - b. Together with attendant utility and sanitary facilities, be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(Code 1978, § 4-91)

Sec. 29-66. - Standards for subdivision proposals.

- (a) All subdivision proposals shall be in compliance with the subdivision regulations of the county.
- (b) All subdivision proposals shall be consistent with the need to minimize flood damage as provided in this article.
- (c) All subdivision proposals shall have all utilities and facilities such as sewer, gas, electrical and water systems located, designed and constructed to prevent flood damage. Sanitary sewer and on-site waste disposal systems shall be located, designed and constructed to eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (d) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) Base flood elevation data shall be provided for subdivision proposals and other proposed development.

(Code 1978, § 4-92)

Sec. 29-67. - Permit procedure.

Certification for all construction or improvement activities shall be made to the building inspector and/or the county engineer on forms furnished by them and may include but are not limited to the following plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill storage of materials; drainage facilities; utilities; and their location. Specifically, the following information is required:

- (1) Elevation in relation to mean sea level of the lowest floor, including basement, of all structures.
- (2) Elevation in relation to mean sea level to which any nonresidential structure has been floodproofed.
- (3) A certificate from a professional engineer or architect licensed and registered to practice in this state that the nonresidential floodproofed structure meets the floodproofing criteria in section 29-64(2).
- (4) Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development.
- (5) Verified certification from a professional engineer or architect licensed and registered to practice in this state that utility systems, other than residential on-site facilities, will be located, designed and constructed to eliminate flood damage, infiltration from floodwaters and discharges from the systems into floodwaters. In the case of residential on-site utility systems, certification shall be provided by the county engineer, provided the county engineer is a professional engineer licensed and registered to practice in this state, in conjunction with the county health department, that such systems will be reasonably located and designed to avoid impairment to them or to minimize contamination from them during flooding.

(Code 1978, § 4-82)

Sec. 29-68. - Variance procedures.

- (a) The board of adjustment as established by the board of commissioners shall hear and decide appeals and requests for variances from the requirements of this article.
- (b) The board of adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the building inspector in the enforcement or administration of this article.
- (c) Any person aggrieved by the decision of the board of adjustment may appeal such decision to the appropriate division of the general court of justice within 30 days after the date of the board of adjustment's decision.
- (d) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places without regard to the procedures set forth in the remainder of this section.
- (e) In passing upon such applications, the board of adjustment shall consider all technical evaluations, all relevant factors, standards specified in other sections of this article, and:
 - (1) The danger that materials may be swept onto other lands to the injury of others;
 - (2) The danger to life and property due to flooding;
 - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (4) The importance of the services provided by the proposed facility to the county;
 - (5) The necessity to the facility of a waterfront location, where applicable;
 - (6) The availability of alternative locations, not subject to flood damage, for the proposed use;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the

effects of wave action, if applicable, expected at the site; and

- (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (f) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing subsections (e)(1)—(11) of this section have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors listed in this section and the purposes of this article, the board of adjustment may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Conditions for variances are as follows:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon a showing of good and sufficient cause; a determination that failure to grant the variance would result in exceptional hardship to the applicant; and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense; create nuisances; cause fraud on or victimization of the public; or conflict with existing local laws or ordinances.
 - (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest flood elevation.
 - (4) The building inspector shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

(Code 1978, § 4-83)

Orange County Information

AMENDMENTS TO THE
ORANGE COUNTY ANIMAL CONTROL ORDINANCE
(Only those sections or subsections amended are set out below)

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF ORANGE COUNTY, NORTH CAROLINA, hereby amends the Ordinance To Provide For Animal Control Protection In Orange County, North Carolina by adding (indicated by double underlined language) and deleting (indicated by stricken through language) as follows:

Section VII – Definitions. As used in this ordinance, the following terms mean:

1.
2.
3.
22. **Restraint:** An animal is under restraint if it is under sufficient physical restrain such as a leash, cage, bridle, or similar effective and humane device which restrains and controls the animal, or within a vehicle, or adequately contained by a fence on the premises or other secure enclosure as permitted in accordance with Subsection XI(K) of this ordinance. If a competent adult is physically outside on the land with the animal, on land where the owner or keeper of the animal resides, then the animal shall be deemed to be under restraint during the time the animal is in the company of and under the control of that competent person and the animal is on the premises. If any unattended animal is restrained by a chain, leash or similar restraint, it shall be designated and placed to prevent choking or strangulation. Such chain or restraint shall not be less than ten (10) feet in length and shall be on a swivel designed to prevent the animal from choking or strangling itself. The restraint of unattended dogs by a chain, leash or similar restraint is further regulated under Subsection XI(K) of this ordinance.
23. ...
24. ...
25. ...

Section XI – Mistreatment of Animals Unlawful. The following acts or failure to act relating to the mistreatment of animals are unlawful and violations of this ordinance:

- A. ...
- B. ...
- C. ...
- D. ...
- E. It shall be unlawful to restrain any animal except in a humane fashion-as set forth in Section VII(22) above and Subsection XI(K) below.

- F. ...
- G. ...
- H. ...
- I. ...
- J. ...

K. It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device in a manner prohibited by this subsection.

1. No person shall tether, fasten, chain, tie, or restrain a dog, or cause such restraining of a dog, to a tree, fence, post, dog house, or other stationary object for more than a total of 3 hours in a 24-hour period. During periods of tethering that are not unlawful under this subsection, any tethering device used shall be at least 10 feet in length and attached in such manner as to prevent strangulation or other injury to the dog and entanglement with objects. In no event shall the time limitations established by this subsection 1 and subsection 2 below be added together to allow for tethering, fastening, chaining, tying, or restraining to either a stationary object or to a cable trolley system for more than a total of 3 hours in a 24-hour period.

2. No person shall tether, fasten, chain, tie, or restrain a dog, or cause such restraining of a dog, to a cable trolley system, that allows movement of the restraining device, for more than a total of 3 hours in a 24-hour period. During periods of tethering that are not unlawful under this subsection, the length of the cable along which the tethering device can move must be at least 10 feet, and the tethering device must be of such length that the dog is able to move 10 feet away from the cable perpendicularly and attached in such manner as to prevent strangulation or other injury to the dog and entanglement with objects.

3. No person shall tether a dog with a chain or wire or other device to, or cause such attachment to, any collar other than a buckle type collar or body harness.

4. No person shall tether with a chain or wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog.

5. No person shall tether with a chain, wire or other device to a dog where the weight of the tethering device and the collar combined exceeds ten (10) percent of the dog's body weight.

6. No person shall tether with a chain or wire or other device a dog in such manner that does not allow the dog access to adequate food, water, and shelter.

7. Notwithstanding the provisions of subsections (1) and (2) of this subsection, a person may, subject to the provisions of subsections (3)-(6) of this Section XI(K), and subject to the requirement that any stationary tethering device used shall be at least 10 feet in length, and subject to the requirement that for any cable trolley system used the length of the cable along which the tethering device can move must be at least 10 feet, and the tethering device must be of such length that the dog is able to move 10 feet away from the cable perpendicularly:

- (i) Tether and restrain a dog while actively engaged in:
 - a. Use of the dog in shepherding or herding livestock, or
 - b. Use of the dog in the business of cultivating agricultural products, if the restraining is reasonably necessary for the safety of the dog, or

- c. Use of the dog in lawful hunting activities if the restraint is reasonably necessary for the safety of the dog, or
 - d. Use of the dog at dog training or performance events, including but not limited to field trials and obedience trials where tethering does not occur for a period exceeding 7 consecutive days, or
 - e. Camping or other recreation where tethering is required by the camping or recreational area where the dog is located, or
 - f. Any activity where a tethered dog is in visual range of its Owner or Keeper, and the Owner or Keeper is located outside with the dog.
- (ii) After taking possession of a dog that appears to be a stray dog and after having advised animal control authorities of the capture of the dog, tether and restrain the dog in accordance with the provisions of Section XI(K) for a period not to exceed seven (7) days as the person having taken possession of the dog is seeking the identity of the owner of the dog.
 - (iii) Walk a dog with a handheld leash.

Subsection XI(K) becomes effective one year following the adoption of this amendment (the “effective date”). Any person who violates this subsection after the effective date but prior to the expiration of the eighteenth month following the date this amendment was adopted shall be issued a written warning giving the violator notice of the provisions of this amendment. Any person who violates subsection XI(K) after the expiration of the eighteenth month following the date of adoption of this amendment is subject to one or more of the Penalties established in Section XXI of this ordinance. Any dog that is kept in violation of subsections XI(K) of this ordinance may be seized and subsequently impounded in accordance with Section XIII of this ordinance until such a time as the Animal Control Director is reasonably assured that the dog will not be subject to restraint in violation of this ordinance. The Animal Control Director shall post a notice at the place of the illegal restraint, or at such other location, that is designed to reasonably apprise the Owner or Keeper of the dog the place, date, and time the dog was seized along with the location where the dog was taken. Such notice shall clearly state that the dog may be returned to the Owner or Keeper upon providing reasonable assurances to the Animal Control Director that the dog will not be subject to restraint in violation of this ordinance.

Upon motion of Commissioner _____, seconded by
 Commissioner _____, the foregoing Animal Control
 Ordinance amendments were adopted this the _____ day of _____,
 2008 and shall become effective as of the _____ day of _____, 200__.

Donna Baker, Clerk, Orange County Commissioners

Tethering Ordinance

Effective November 19th, 2009, Orange County's Animal Ordinance will restrict the tethering of dogs to a maximum of 3 hours within a 24-hour period. The Board of County Commissioners (BOCC) approved the amendment, along with a year of outreach and a number of specific exceptions, in November of 2008.

Tethering Progress Reports

View [tethering progress reports](#) from the Department.

Chapel Hill

The Town of Chapel Hill has enacted its own set of [tethering restrictions](#), effective March 23, 2010.

Related Documents

- [Tethering Committees Full Report and Recommendations \(PDF\)](#)
- [Addendum \(PDF\)](#)
- [Tethering \(PDF\)](#)
- [Tethering Amendment \(Effective November 19th, 2009\) \(PDF\)](#)
- [Tethering Enforcement \(PDF\)](#)
- [Tethering Enforcement in Chapel Hill \(PDF\)](#)

FAQs

- [What is tethering?](#)
- [What are the restrictions of the new ordinance amendment?](#)
- [What exceptions are included in the amendment?](#)

- [How long do people who currently tether have to make changes?](#)
- [Will the ordinance changes affect me if I live inside a township in Orange County?](#)
- [What resources are available for those wanting to switch from tethering to another means of confinement?](#)
- [Why did the BOCC consider tethering restrictions?](#)
- [What are the reasons for these changes?](#)
- [Why tethering? Can't dogs be neglected and abused in kennels as well?](#)
- [How does the adoption of this ordinance affect County resources?](#)
- [Where can I find additional information and copies of background documents?](#)

[View All](#)

Animal Services

1601 Eubanks Road
Chapel Hill, NC 27516
Phone: [919-942-PETS\(7387\)](tel:919-942-PETS(7387))
Fax: [919-918-2393](tel:919-918-2393)

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Raleigh Information



Thank you for printing this page from the City of Raleigh's Official Website (www.raleighnc.gov)

12/11/2020 2:11 pm

Dog Tethering Ordinance and the Leash Law

UPDATED: DEC 11, 2020

()

Dog Tethering

The City of Raleigh's dog tethering ordinance regulates the unattended restraint or tethering of dogs.

Under the ordinance, a dog may not be tethered for more than three hours total in any 24-hour period. The ordinance defines tethering as a means of tying out or fastening a dog outdoors on a rope, chain or other line for restraining a dog. The term does not mean the restraint of a dog on an attended leash.

The purpose of the ordinance is to prevent the possibility of strangling when a dog becomes entangled in ropes and chains or surrounding objects. The ordinance also seeks to prevent dogs from being left exposed to harsh weather conditions without access to shelter, and being unable to reach a supply of food and water.

Any device used to tether a dog must be at least 10-foot long and attached in a manner that prevents strangulation or other injury to the dog, or entanglement with objects, under the ordinance. A cable trolley system may be used to tether a dog for the allowed period as long as the stationary cable is at least 10-foot long and the dog can move perpendicularly at least 10-foot away from the stationary line. The line should be attached to the dog with a buckle-type collar or a body harness. The device used to tether can weigh no more than 10 percent of the animal's body weight and must allow the dog access to food and water. In addition to being a misdemeanor, a violation of the dog tethering ordinance would be subject to a civil penalty of \$100 per day for each day of violation.

Leash Law

It is against the law for domesticated animals such as dogs and cats to run unrestrained within the City Limits.

Dog and Cat Tag Program

Effective July 1, 2012, the City no longer requires Dog and Cat tags.

CONTACT



919-831-6311

LEAD DEPARTMENT:

Police

(/police)

SERVICE CATEGORIES:

Animal Control

(/animal-control)

Stokes County Information

Anita.Fogle

From: Amber N. Brown <anbrown@co.stokes.nc.us>
Sent: Wednesday, October 20, 2021 2:13 PM
To: Anita.Fogle
Subject: RE: Animal Control Ordinance

Anita,

My apologies for just now getting back to you, but it's no problem at all; I'm glad we could help.

I was not with the County when the ordinance was adopted but checked with our Interim County Manager about any comments or complaints. She said she didn't really remember any citizens complaining about there being a tethering ordinance, but there was a group of individuals who complained that the tethering ordinance was not strict enough and wanted a stronger law with this.

Let me know if there's anything else we can help with. Thanks!

Amber



Amber N. Brown

Assistant County Manager
Clerk to the Board of Commissioners
Stokes County Government
338-593-2440
anbrown@co.stokes.nc.us

From: Anita.Fogle <Anita.Fogle@watgov.org>
Sent: Friday, October 15, 2021 3:15 PM
To: Amber N. Brown <anbrown@co.stokes.nc.us>
Subject: RE: Animal Control Ordinance

CAUTION: This email originated from outside of the County Network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amber,

Thanks again for sending a copy of your Animal Control Ordinance. We have had a couple of citizens request adding no tethering to our ordinance.

Did you have any comments or concerns shared for or against tethering in your County when adopting your ordinance? If so, can you share what they were?

I will pass along any information you share to our County Manager.

Have a great weekend!

Thanks,
Anita

Anita J. Fogle, Clerk to the Board
Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607
828.265.8000 Phone
828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

From: Anita.Fogle
Sent: Tuesday, September 28, 2021 2:52 PM
To: 'Amber N. Brown' <anbrown@co.stokes.nc.us>
Subject: RE: Animal Control Ordinance

Thanks, Amber!

Anita J. Fogle, Clerk to the Board
Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607
828.265.8000 Phone
828.264.3230 Fax
Anita.Fogle@watgov.org
www.WataugaCounty.org

From: Amber N. Brown <anbrown@co.stokes.nc.us>
Sent: Tuesday, September 28, 2021 2:50 PM
To: Anita.Fogle <Anita.Fogle@watgov.org>
Subject: Animal Control Ordinance

Anita,

Attached is our animal control ordinance that addresses the tethering of animals briefly in it. We just amended it in April of 2021 to reflect updates regarding tethering.

Hope this helps!

Thanks,



Amber N. Brown
**Assistant County Manager
Clerk to the Board of Commissioners
Stokes County Government
338 693 2448
anbrown@co.stokes.nc.us**

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STATE OF NORTH CAROLINA)
) AN ORDINANCE CREATING A STOKES COUNTY
) ANIMAL CONTROL DEPARTMENT, PRESCRIBING
) THE DUTIES OF THE DEPARTMENT,
) REGULATIONS REGARDING ANIMAL,
) AND PROVIDING FOR THE ENFORCEMENT OF
 COUNTY OF STOKES) SAID REGULATIONS

ARTICLE I. GERERAL

Section 1. Definitions.

As used in this ordinance, the following words mean:

Acceptable restraint: To tether an animal to a running line, pulley, or trolley system using a properly fitting buckle-type collar, or body harness (cannot be made of metal, rope, wire or any material that would be hazardous to the animal's health) Any tethering device used shall be at least ten feet in length and attached in such a manner as to prevent strangulation or other injury to the animal or entanglement with objects. It must have swivels on both ends and does not exceed ten percent of the animal's body weight. All collars or harnesses used for the purpose of the lawful tethering of an animal must be made of nylon or leather. The tethering device must not deprive the animal full access to adequate food, water and shelter.

Adequate Shelter for Dogs: The shelter shall have access that is suitable for the species, age, condition, size and type of animal. It shall consist of 4 walls, a roof, a raised / elevated floor, be structurally sound and in good repair. It must protect the animal from the elements (wind/rain/ice/sleet/snow/sun). The structure should be provided with a sufficient quantity of suitable bedding material consisting of straw, cedar or pine shavings or equivalent to help provide protection against cold and promote retention of body heat. When sunlight is likely to cause heat stroke of an animal tied or confined outside, sufficient shade by natural or artificial means (not to include the dog house) must be provided to protect the animal.

Animal Control Officer: The person designated by the Stokes County Board of Commissioners to enforce this Ordinance and carry out such other duties with respect to Animal Control as may be designated by the Board.

Agricultural operation: means an activity that is necessary for the commercial growing and harvesting of crops or the raising of livestock or poultry.

Animal Shelter: Any premises designated by the County for the purpose of impounding and caring for all animals found running at large or otherwise subject to impounding in accordance with provisions of this ordinance.

At Large: Any animal shall be deemed to be at large when he is off the property of his owner and not under the control of a competent person.

Exposed to Rabies: An animal has been exposed to rabies within the meaning of this ordinance, if it has been bitten by, or exposed to, any animal known or suspected to have been infected with rabies.

Dangerous Dog: A dog that:

- a) Without provocation has killed or inflicted severe injury on a person; or
- b) Is determined by the Animal Control Officer to be potentially dangerous because the dog has engaged in one or more of the behaviors listed under “Potentially Dangerous Dog”.
- c) Is owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
- d) When unprovoked: (a) Inflicts severe injury on a human being on public or private property; or (b) kills a domestic animal or livestock while off the owner's property; or (c) has been previously declared potentially dangerous and the owner having received notice of such declaration and the dog subsequently aggressively bites, attacks or endangers the safety of humans or domestic animals or livestock.

Kennel, Dealer, Breeder or **Pet Shop:** Any person, group of persons, partnership or corporation engaged in buying, selling, breeding, or boarding pet animals on a commercially zoned property.

Neutered Male: Any male which has been operated upon to prevent reproduction.

Nuisance: Any animal is deemed a public nuisance and a threat to public health, safety, welfare, and tranquility if it repeatedly:

- a) Chases pedestrians, bicycles, animals, or motorized vehicles; or
- b) Snaps at people; or
- c) Roams in packs; or
- d) Fights with other animals; or
- e) Barks or howls; or
- f) Destroys or defaces lawns, shrubs, trees, agricultural crops, or other property; or
- g) Scatters garbage out of cans or other containers; or
- h) Takes personal property from where it belongs; or
- i) Creates a nuisance in any other way

Owner: Any person, group of persons, firm, partnership or corporation owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions and behavior of his animals.

Potentially Dangerous Dog: a dog that the Animal Control Officer determines to have:

- a) Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or
- b) Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
- c) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

Restrain: Any animal is under restraint within the meaning of this ordinance if it is controlled by means of a tether or leash or it is within a vehicle being driven or parked; or is within a secure enclosure.

Restraint of a dangerous or potentially dangerous dog: Confinement in a securely enclosed pen or other structure having a roof, cement floor, and secured by a padlock. When this type of dog is outside this pen or structure, it must be restrained and held by the owner, or one who is in direct control, by an adequate leash, and the dog must be muzzled with a humane muzzle at all times. At no time shall restraint of this type of dog be accomplished by tethering it outside the pen or structure.

Running at Large: A dog or cat is considered to be running at large if it is off the premises of its owner and not under the control of the owner or some other person.

Spayed Female: Any female which has been operated upon to prevent conception.

Stray: Any dog or cat that appears stray, homeless or unwanted, and any dog that is not displaying a valid rabies tag, except when the dog is being displayed or performing at a show, hunting, performing at obedience trails, tracking tests, field trials, schools or other similar events sanctioned and supervised by a recognized organization.

Tethering: Attaching an animal to a stationary object by means of a chain, cable, rope, or similar device that has swivels on both ends that is of appropriate size for the animal so not to obstruct its ability to move freely.

Vicious Animal: An animal that has made an unprovoked attack on a human by biting or in any manner causing abrasions or cuts of the skin that requires a visit to the doctor, urgent care or hospital; or one which habitually or repeatedly attacks farm stock and other pets.

Section 2. Establishment and Composition of an Animal Control Department, Appointment, and Compensation of Department Employees

There is hereby created an Animal Control Department of the county, which shall be composed of such employees as shall be determined by the Board of County Commissioners. Such employees shall be hired and compensated in accordance with the policies of the County of Stokes Personnel Policies Handbook.

Section 3. General Duties of Animal Control Department

The Animal Control Department shall be charged with the responsibility of:

- a) Enforcing in this county, all state and county laws and ordinances relating to the care, custody, and control of animals
- b) Cooperating with the Health Director and assisting in the enforcement of laws of the state with regard to animals and especially with regard to vaccination of dogs and cats against rabies and the confinement or leashing of vicious animals
- c) Investigating cruelty or animal abuse with regard to all animals.
- d) Making such canvasses of the county, including the homes in the county, as it deems necessary for the purpose of ascertaining that all dogs are duly and properly listed for tax purposes, and that all dogs, cats and ferrets are vaccinated against rabies
- e) Operating the Animal Control Shelter pursuant to policies of the Board of County Commissioners and the State of North Carolina.

Section 4. Records to be kept by the Animal Control Department

It shall be the duty of the Animal Control Department to keep or cause to be kept, accurate and detailed records of:

- a) Impoundment and disposition of all animals coming into animal shelter
- b) Bite cases, violations and complaints, and investigation of same.
- c) All monies belonging to the county which were derived from impoundment fees, penalties, adoptions and sales of animals.

- d) All other records deemed necessary by the county manager.

Section 5. Animal Control Advisory Council

There is hereby created an Animal Control Advisory Council to advise the Board of County Commissioners and the county manager with respect to animal control matters. The Animal Control Advisory Council shall be composed of members appointed by the Board of County Commissioners to serve at the pleasure of the Board.

Section 6. General Duties of Keepers of Animals

It shall be unlawful for any person to keep animals under unsanitary or inhumane conditions or to fail to provide proper food and fresh water daily, proper shelter from weather and reasonably clean-living quarters for such animals, or to fail to provide proper medical, attention for sick, distressed, or injured animals, as well as adequate inoculation against disease, according to the species of animals kept.

Section 6.1 Adequate Shelter for Dogs

The shelter shall have access that is suitable for the species, age, condition, size and type of animal. It shall consist of 4 walls, a roof, a raised / elevated floor and be structurally sound and in good repair and must protect the animal from the elements (wind/rain/ice/sleet/snow/sun). The structure should be provided with a sufficient quantity of suitable bedding material consisting of straw, cedar or pine shavings or equivalent to help provide protection against cold and promote retention of body heat. When sunlight is likely to cause heat stroke of an animal tied or confined outside, sufficient shade by natural or artificial means (not to include the dog house) must be provided to protect the animal.

Section 7. Cruelty to Animals

It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to its health or general welfare of any animal, or to cause or procure such action. The words “torture” and “torment” shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be constructed to prohibit lawful shooting of birds, deer, or other game for humane food; nor to prohibit the animal control department or its agents or veterinarians from destroying dangerous, unwanted or injured animals in a humane manner. (reference- N.C.G.S. 14-360)

Section 8. Confinement, Muzzle, and Control of Vicious or Dangerous Dogs or Animals

It shall be unlawful for any owner to keep any vicious, fierce, dangerous, or potentially dangerous dog or animal within the county, unless it is confined within a secure building, pen or enclosure as defined in this Ordinance, or unless it is securely muzzled and under restraint by a competent person who, by means of a secure leash, and have such animal firmly under control at all times.

Violators of this section shall be guilty of a Class Three (3) Misdemeanor under N.C.G.S. 14-49(a) and shall be fined not more than \$500 per violation.

Section 9. Animals Creating Nuisance Subject to Specific Security Measures

- a) If an animal is reported to an Animal Control Officer as being a nuisance, the Animal Control Officer shall investigate to determine whether the animal in question falls within the definition of Nuisance in Section 1. If the Animal Control Officer finds that the animal is a Nuisance, the Animal Control Officer shall order the animal to be secured and subject to the following specific security measures:
- b) Specific Security Measures Required:
 - 1) While the animal is outside unsupervised, the animal must be secure on the owner's property in a 10 ft. x 10 ft. kennel with a solid floor and solid roof with padlock on kennel door. While outside the animal still must be in compliance with all county and North Carolina State Laws regarding proper housing and life sustaining substances.
 - 2) While the animal is outside being supervised, the animal may be on a non-retractable leash controlled by someone at least 18 years of age who has full control of the animal at all times.
 - 3) Animal must be current on Rabies Vaccinations at all times as outlined in North Carolina General Statue 130A-185. A vaccination – the owner of a cat, dog, or ferret over 4 months of age shall have the animal vaccinated against rabies.
 - 4) The animal's owner may not sell, give away or in any way move the animal from the location where the animal lives without 24 hours prior notification to the Stokes County Animal Control Department.
- c) In addition to criminal penalties, any person violating the order set forth in subsection (a) above shall be subject to the following civil penalties:
 - 1) First Offense – Written Warning
 - 2) Second Offense - \$100 civil penalty
 - 3) Third Offense - \$200 civil penalty
 - 4) Fourth Offense - \$300 civil penalty
 - 5) Fifth Offence - \$400 civil penalty
 - 6) Sixth Offense and subsequent offense - \$500 civil penalty and seizure of the animal
- d) The animal's owner shall comply with the ORDER no later than the due date specified by implementing the specified security measures which must be approved by Stokes County Animal Control Department unless a written appeal is filed within three (3) days of service of the order with the Stokes County Manager at the Stokes County Administrative Building, 1014 Main Street, Danbury, NC 27016.

Section 10. Dog Privilege Tax Tag

- a) It is the purpose of this Section to supplement State Law by providing a procedure for the enforcement of laws and requiring dogs to wear a privilege tax tag
- b) It shall be unlawful for any dog owner or keeper to fail to provide his dog with a dog privilege tax tag to be issued annually by Stokes County and to take such action as is necessary to ensure that said privilege tax tag is worn by said dog at all times except as otherwise provided in this ordinance.
- c) It shall be the duty of the Stokes County Tax Department to provide the animal shelter with a privilege tax list so that tags may be mailed. The tag is to contain a number or other designation, and a record is to be kept of the person whom the tag has been mailed or otherwise deferred. After the initial mailing by September 1, dog tags may be obtained at the animal shelter only.
- d) In addition to all other penalties prescribed by law, a dog is subject to impoundment in accordance with the provisions of this ordinance if the dog is found not to be wearing a currently valid dog privilege tax tag. Provided, however, that the provisions of this section shall not apply to any dog being kept in any governmental facility or veterinary hospital.

- e) It shall also be unlawful for any individual moving into Stokes County who has or keeps a dog to fail to obtain a valid rabies tag and dog privilege tax tag within (30) days of moving into the County.
- f) The fee for the privilege tax tag shall be six dollars (\$6.00) per animal. In the event the tag is lost or stolen, a replacement tag can be obtained at the animal shelter for six dollars (\$6.00) per animal.

Section 11. Exemptions from Ordinance

Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals and exempt from of the provisions of this ordinance, except Sections 6,7,8,9.

Section 12: Interference with Enforcement of Ordinance

It shall be unlawful for any person to interfere with, hinder or molest the animal control department or its agents or animal control officers or veterinarians in the performance of any duty authorized by this ordinance, or to seek to release any animal in the custody of such agents, except as otherwise specifically provided.

ARTICLE II. RABIES CONTROL

Section 13. Compliance with State Law; Article as Supplement to State Law

- a) It shall be unlawful for any dog, cat, or ferret owner to fail to comply with the state laws relating to the control of rabies. A civil penalty for non-compliance of one hundred (\$100) shall be imposed if owner does not comply within 72 hours of a written warning. (G.S. 130A-192)

Section 14. Inoculation of Dogs, Cats and other Animals

- a) It shall be unlawful for an owner to fail to provide current inoculation against rabies (hydrophobia) for any dog, cat or ferret four (4) months of age or older. Should it be deemed necessary by the County Health Director or the State Public Health Veterinarian that other pets be inoculated 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 inoculation against rabies for that animal.
- b) A dog, cat, or ferret that has not been previously vaccinated against rabies is considered “currently vaccinated” against rabies 28 days after the date of the initial, or primary, rabies vaccination.

Section 15. Inoculation Tag for Dogs

- a) Upon complying with the provisions of Section 14, there shall be issued to the owner of the dog inoculated a numbered metallic tag, stamped with the number and the year for which issued, and indicating that the dog has been inoculated against rabies.
- b) It shall be unlawful for any dog owner to fail to provide his dog with a collar or harness to which a current tag issued under this section is secure attached. The collar or harness, with attached tag, must be worn at all times, except during the time the dog is performing at shows, obedience trials, tracking tests, field trails, training schools or other events sanctioned and supervised by a recognized organization.
- c) It shall be unlawful for any person to use for any dog a rabies inoculation tag issued for a dog other than the one using the tag.

Section 15.1 Evidence of Inoculation of Cats and Ferrets

Cats and Ferrets shall not be required to wear the metallic tag referred to in Section 15, but the owner of the cat or ferret shall maintain sufficient written evidence to prove that his/her cat or ferret has a current rabies inoculation

Section 16. Reports and Confinement of Animals Biting Persons or Showing Symptoms of Rabies.

- a) Every animal which has bitten any person or which shows symptoms of rabies shall be confined immediately and shall be promptly reported to the animal control department, and thereupon shall be securely quarantined, at the direction of the animal control department, for a period of ten (10) days, and shall not be released from such quarantine except by written permission from the animal control department.
- b) Animals quarantined under this section shall be confined in a veterinary hospital or at the county animal shelter, at the expense of the owner; provided, however, that if any animal control officer determines that the owner of an animal which must be quarantined has adequate confinement facilities upon his own premises, the animal control officer shall authorize the animal to be confined on the owner's premises, the animal control officer shall revisit the premises for inspection purpose at approximately the middle of the confinement period and again at the conclusion of the confinement period.
- c) In the case of stray animals whose ownership is not known, the supervised quarantine required by this section shall be at the county animal shelter.
- d) If rabies does not develop within ten (10) days after an animal is quarantined under this section, the animal may be released from quarantine with the written permission of the animal control department. If the animal has been confined in the county animal shelter, the owner shall pay the sum equal to ten dollars (\$10.00) for each day of confinement to defray the cost of feeding, upon reclaiming the animal.

Section 17. Destruction or Confinement of Animal Bitten by Rabid Animal

In accordance with General Statute 130A-197 when the local health director reasonably suspects that an animal required to be vaccinated under this Ordinance has been exposed to the saliva or tissue of a rabid animal or animal reasonably suspected of having rabies, the animal shall be considered to have been exposed to rabies. An animal exposed to rabies shall be destroyed immediately by its owner, the county Animal Control Officer or a peace officer unless the animal has been vaccinated against rabies in accordance with this Ordinance for more than 28 days prior to being exposed, and has been given a booster dose of rabies vaccine within five days of the exposure. As an alternative to destruction, the animal may be quarantined at a facility approved by the local health director for a period up to six months, and under reasonable conditions imposed by the local health director.

Section 18. Area-wide Emergency Quarantine

- a) When reports indicate a positive diagnosis of rabies, the county director of public health shall order an area-wide quarantine for such period as it deems necessary. Upon invoking of such emergency quarantine, no animal shall be taken into the streets or permitted to be in the streets during such period. During such quarantine, no animal may be taken or shipped from the county without permission of the animal control department, each member of the animal control department and the police and sheriff's department hereby fully authorized, during such emergency, to impound any animal found running at large in the county.

During the quarantine period, the animal control department or the local health authorities 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) 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.

Section 19. Postmortem Diagnosis

- a) If an animal dies while under observation of rabies, the head of such animal shall be submitted to the state laboratory in Raleigh for diagnosis.
- b) The carcass of any dead animal exposed to rabies shall be surrendered to the Animal Control Department. The head of such animal shall be submitted to the state laboratory in Raleigh for diagnosis.

Section 20. Unlawful Killing or Releasing of Certain Animals.

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies, any animal that has bitten a human, or to remove such animal from the county without written permission from the animal control department and the county director of public health.

Section 21. Failure to Surrender Animal for Quarantine or Destruction

It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required in this article, when demand is made therefore by the animal control department.

ARTICLE III. IMPOUNDMENT

Section 22. General Provisions

- a) Any animal which appears to be lost, strayed or unwanted, or which is found to be not wearing a currently valid rabies vaccination tag, as required by state law or this ordinance, or which is found at large or not under restraint in violation of this ordinance shall be impounded by the animal control department and confined in the animal shelter in a humane manner. Impoundment of such an animal shall not relieve the owner thereof from any penalty which may be imposed for violation of this ordinance.
- b) It shall be unlawful for any owner or his agent to permit a female animal to run at large or be tethered or kept where more animals can breed during estrus. Any such animal must be kept in an enclosure that cannot be breached or have accessible openings of 1" or more or be, at all times, under restraint or direct control of the owner or agent.
- c) Any person violating the order set forth in subsection (b) above shall be subject to the following civil penalties:
 - 1) First Offense – Written Warning
 - 2) Second Offense - \$100 civil penalty
 - 3) Third Offense - \$200 civil penalty
 - 4) Fourth Offense - \$300 civil penalty
 - 5) Fifth Offence - \$400 civil penalty

- 6) Sixth Offense and subsequent offense - \$500 civil penalty and seizure of the animal

Section 23. Notice to Owner

Immediately upon impounding an animal, the animal control department shall make reasonable effort to notify the owner and inform such owner of the conditions whereby the animal may be redeemed. If the owner is unknown, notice of such impoundment shall be posted for 72 hours, or until the animal is disposed of, on a bulletin board at the animal shelter, and the time and place of the taking of such animal, together with the time and date of posting the notice shall be stated therein.

ARTICLE IV. FEES

Section 24. Redemption by Owner

The owner of an animal impounded under this article may redeem the animal and regain possession thereof within seventy-two (72) hours (three days) after notice of impoundment is given or posted, as required by Section 23, by complying with all applicable provisions of this ordinance and paying a redemption fee of twenty-five dollars (\$25.00) plus a boarding fee of ten dollars (\$10.00) for each day the animal is held at the animal shelter. Valid proof of ownership is required for redemption of animal. Examples of valid proof of ownership could be but is not limited to current rabies vaccination certificates, vet records, current county tax tag, or receipt of purchase. The owner of an animal impounded and not redeemed within the required holding period shall be responsible for the fees incurred, whether or not the animal is claimed.

Redemption Fee	\$25.00
Boarding Fee	\$10.00
Rabies vaccination	\$10.00
County Taxes	\$6.00

Section 24-1. Kennel Permits

Any individual who operates a breeding kennel that has five (5) or more female breeding dogs must acquire breeding permit from the Animal Control Department. The fee for this breeding permit applies per year per location used for housing breeding animals. The permit allows inspection by animal control Monday-Friday (8:30 am to 5:00 pm). The fee for a permit is as follows:

0 – 50 dogs	\$300.00
51 – 75 dogs	\$500.00
76 – 100 dogs	\$850.00
100 + dogs	\$850.00 plus \$5.00 per dog over 100

Section 25. Destruction or Adoption of Unredeemed Animals

- a) If an impounded animal is not redeemed by the owner within the period prescribed in Section 24, it may be destroyed in a humane manner or offered for adoption by any responsible adult who is willing to comply with this ordinance. Such animal may be adopted by an approved adopter and pays an adoption fee. There will be no tag required for cats or out of county dogs. The services included in the adoption fee for dogs are as follows:
1. Spay or neuter
 2. Heart worm test
 3. Rabies shot or voucher
 4. Stokes County taxes for current year
 5. Parasite treatment
 6. First dhpp shot

The services included in adoption for cats are as follows:

1. Spay or neuter
 2. Rabies shot or voucher
 3. FIV & Feline leukemia test
 4. FVRCP & leukemia shots
 5. Parasite treatment
- b) Any person that elects to surrender an animal that they have had in their custody and care for at least 72 hours (3 days) to the animal shelter, shall pay a fee of forty dollars (\$40.00). Also, any person that elects to surrender a litter of puppies or kittens shall pay a fee of forty dollars (\$40.00) and will receive forty dollars (\$40.00) voucher towards the spay or neuter of an animal.
- c) No dog owner may be permitted to adopt his own dog under the provisions of this section, but he must comply with the provisions of Section 24, in order to reclaim a dog that has been impounded pursuant to state law or this article.
- d) No animal which has been impounded by reason of being a stray, unclaimed by its owner, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine invoked pursuant to Section 18, except by special authorization of the public health officials.

ARTICLE V. TETHERING

Section 26. Tethering

- a) No person shall tether, fasten, chain, tie, or restrain an animal, or cause an animal to be tethered, fastened, chained, tied, or restrained, to a structure, tree, fence, or any other stationary object, except as specifically set forth in this Article V.
- b) During periods of acceptable restraint, no animal shall be tethered to a running line, pulley, or trolley system by means of a pinch, choke, or prong collar. No tow chains or logging chains are permitted. The line connecting the animal to the trolley system must have a swivel at each end. No more than one animal may be tethered to one restraint device at one time.

- c) No person shall tether or restrain an animal outdoors by any means during extreme weather (at or below freezing temperatures/ high heat) or during periods of driving rain, tornado, hurricane, or periods when a severe weather warning has been issued for the area where the animal is located.
- d) No person shall tether outdoors an animal who is severely sick, diseased, injured or a puppy under the age of 6 months.
- e) Under no circumstances may the tethering device itself be placed around the animal's neck.
- f) Notwithstanding subdivision (a), a person may do any of the following:
 - 1. Tether an animal pursuant to the requirements of a camping or recreational area, not to exceed 7 days.
 - 2. Tether an animal while engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by the State of North Carolina if the activity for which the license is issued is associated with the use or presence of an animal. Nothing in this paragraph shall be construed to prohibit a person from restraining an animal while participating in activities or using accommodations that are reasonably associated with the licensed activity.
 - 3. Tether an animal while actively engaged in any of the following:
 - i. Conduct that is directly related to the business of shepherding or herding cattle or livestock.
 - ii. Conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the animal.
 - iii. Conduct involving law enforcement activities.
- g) Nothing in this Article shall be construed to prohibit a person from walking a dog with a hand-held leash.
- h) The minimum enclosure size for dogs must be 100 square feet per dog up to 50 pounds. Dogs 51 pounds or more must have 200 square feet per dog per kennel. Excrement must be removed daily from any dog enclosure.
- i) Violations:
 - 1. A person who violates this Article is guilty of a violation or a misdemeanor as defined by Section 31 of this ordinance.
 - 2. Notwithstanding subdivision (f), animal control may issue a correction warning to a person who violates this chapter, requiring the owner to correct the violation, in lieu of a civil violation or misdemeanor, unless the violation endangers the health or safety of the animal, the animal has been wounded as a result of the violation, or a correction warning has previously been issued to the individual.
 - 3. A correction warning must be in writing and can be no longer than 3 days to correct unless it is not safe for the animal and then corrective measures must be immediately taken.

ARTICLE VI. RUNNING AT LARGE

Section 27. Running at large

- a) It shall be unlawful for:
 - 1. a female dog or cat to be at large during its estrus period. During this period, the owner must restrain the animal in a manner that will prevent it from coming in contact with a male of its

species. This sub-section shall not be construed to prohibit the intentional breeding of animals on the premises of the owner of the animal.

- b) Exceptions.
 - 1. A dog or cat which is not dangerous may be at large in the course of a show, obedience school, tracking tests, field training or other events sanctioned or supervised by a recognized organization. Hunting dogs may be at large in the course of hunting, provided they are under the control of the owner.
 - 2. A dog or cat that is running freely and remains on the owner's property.
 - 3. A dog in a designated dog park, school, building or other area approved for dogs to run off of a leash. The dog must have a current rabies vaccination. Proof of a current rabies vaccination must be with the dog or cat at all times as required by Article II Section 15 of this ordinance.
 - 4. This exception does not exempt an owner from otherwise complying with any other provision of this Chapter.
- c) Animal Control shall impound at the county animal shelter any dog or cat found to be at large in violation of this section.
- d) A dog or cat impounded for running at large may be reclaimed by its owner only upon the owner's agreement to have the animal microchipped at the owner's expense within thirty days of the date the animal is reclaimed. Proof of microchipping the animal impounded must be provided to Animal Control. Animal control may microchip the animal at the owners request and expense.
- e) Dogs and cats shall be vaccinated by the animal shelter when reclaimed at the owner's expense or written proof of rabies vaccination must be provided at the time of reclamation by the owner.
- f) A dog or cat impounded for running at large for a second or subsequent time may be reclaimed by its owner only upon the owner's agreement to have the animal altered at the owner's expense within thirty days of the date the animal is reclaimed. Notwithstanding this requirement, a dog or cat impounded for running at large a second or subsequent time will not be required to be altered provided the owner has notified the animal shelter of the missing animal within three (3) business days of impoundment.

Section 28. Procedure with Respect to Redemption or Adoption of Unvaccinated Animals

- a) Unless proof of a current rabies vaccination can be furnished, every person who either adopts or redeems an animal at the animal shelter shall be given a "proof of rabies vaccination card" at the time of the redemption or adoption. This card shall be stamped with the date stating the maximum time limit allowed to take the animal to the veterinarian of such person's choice for rabies vaccination. The time limit for dogs and cats four (4) months and older will be forty-eight (48) hours, with Sundays and Holidays excluded. For puppies and kittens under four (4) months, the time limit will vary according to their age.
- b) The proof of rabies vaccination card will be completed and returned to the animal shelter by the veterinarian. If this card is not returned to the animal shelter within the time specified on the card, an animal control officer will be dispatched to retrieve the dog or cat.
- c) Payment for the rabies vaccination provided for in this section will be the responsibility of the person redeeming or adopting the dog or cat.
- d) The adoption fee includes rabies vaccine or voucher.

Section 29. Suspected Rabid Animals Not to be Redeemed or Adopted

Notwithstanding any other provision of this article, an animal impounded which appears to be suffering from rabies shall not be redeemed or adopted, but shall be dealt with in accordance with Article II of this Ordinance.

Section 30. Destruction of Wounded or Diseased Animals

- a) Notwithstanding any other provisions of this article, any animal impounded which is badly wounded or diseased (not a rabies suspect) and has no identification shall be destroyed immediately in a humane manner. If the animal has identification, the animal control department shall attempt to notify the owner before disposing of such animal, but if the owner cannot be reached readily, and the animal is suffering, the animal control department may destroy the animal at its discretion in a humane manner.
- b) If an animal is determined by the animal control officer or any law enforcement officer to pose an immediate danger to the health and safety of any person, the animal may be destroyed on-site with or without prior notification to the owner if all other means of capture have been unsuccessful, or if trying to capture the animal would put the officer in a dangerous situation.
- c) If the animal control officer and/or law enforcement officer does destroy an animal on site, he/she shall submit a written report of the incident to the Chief Animal Control Officer within twenty-four (24) hours (weekends and holidays excluded) of the incident and shall make a good faith attempt to notify the owner of the destroyed animal. The Chief Animal Control Officer will review the incident with the County Manager.

Section 31. Penalties

- a) Criminal Penalties – Persons violating this ordinance shall be guilty of a Class Three (3) Misdemeanor and shall be fined not more than Five Hundred Dollars (\$500). Each day of a violation shall constitute a separate offense. The payment of a fine imposed in criminal proceedings does not relieve the person of liability for any taxes, fees, costs or civil penalties otherwise imposed by this ordinance.
- b) Civil Penalties – In addition to criminal penalties, persons who violate this ordinance shall be subject to civil penalties for each violation in the amount established by this Ordinance. Each day of a violation shall constitute a separate offense. (References- Section 22. General Provisions(c))
- c) Citations – The Animal Control Officer is authorized to issue criminal and civil citations to violators of this ordinance. All civil penalties must be paid within 72 hours. No impounded animal may be redeemed until all civil penalties, fees and costs are paid in full.
- d) Civil Action – Civil penalties may be recovered against violators in a civil action by the County. In addition to the civil penalties, the County may recover court costs including reasonable attorney fees incurred by the County.
- e) Equitable Remedies – Enforcement of this ordinance may also be by appropriate equitable remedy, injunction or order of abatement issued by the District Court of Stokes County.

Section 32. Severability

If any section or part of this ordinance should be held invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this ordinance are severable.

Section 33. Effective Date

This ordinance shall become effective May 1, 1975 as adopted by the Stokes County Board of Commissioners on April 7, 1975 and readopted on September 12, 1977, and amended on December 16, 1985, December 21, 1987, February 7, 1994, June 21, 2001, July 1, 2004, May 24, 2010, June 27, 2012, February 9, 2015, December 28, 2015, February 8, 2016, November 12, 2019, and April 12, 2021

Andy Nickelston, Chairman
Stokes County Board of Commissioners

ATTESTED BY: _____
Shannon B. Shaver
Clerk to the Board

Watauga Medics Inc.

921 W. King St. Boone NC 28607 PH: 828 264-9486 Fax: 828 264-9482 medics@boone.net

Director: Craig Sullivan

Date: Jan. 15th. 2022

RE: Yearly Report for 2021

From: Craig Sullivan, Watauga Medics Inc.

To: Deron Geouque

Please accept this report from Watauga Medics Inc. for year 2021. If you should have any questions I am always available and can be reached at 828 964-1706 or by email at: medics@boone.net. Thank you for your support and trust in Watauga Medics and allowing us to serve the people of Watauga County.

Craig Sullivan

Watauga Medics Inc.

921 W. King St. Boone NC 28607 Ph: 828 264 9486 Fax: 828 264 9482 email: medics@boone.net

Year 2021 at a Glance

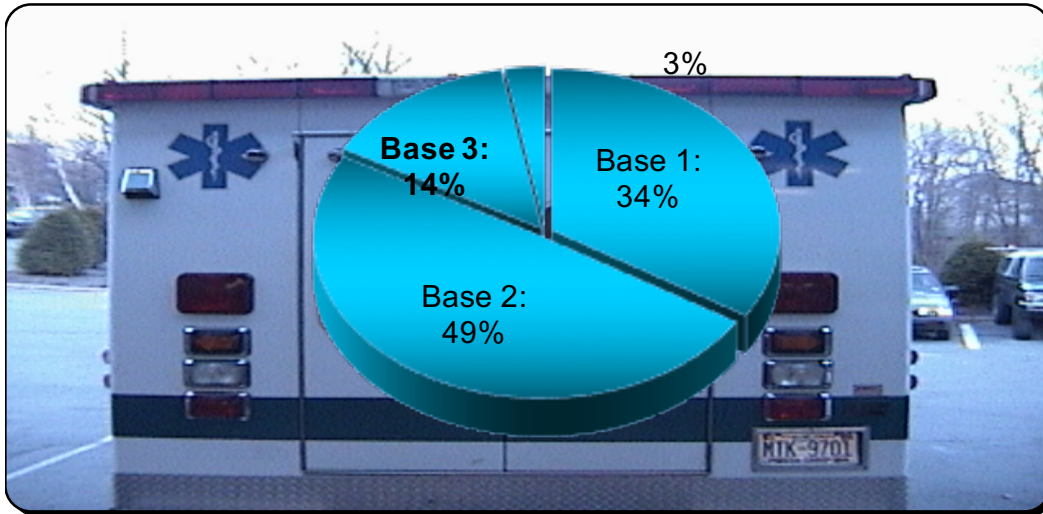
Total Number of Calls:	6,273
Number of No Transports:	1,925
Total Patients Transported:	4,348
Yearly Average Response Time:	0:09:42
Total Out of County Transports:	662
Total Out Of County Emergency Tranports:	165
Total Number of Emergency Calls:	2,814
Total Number of Patients Transported Emergency:	731
Total Number of Calls in Boone Fire District:	3,636
Total Calls other than Boone:	2,637
Busiest Fire District other than Boone:	BLOWING ROCK
Average Number of Calls per Day:	17.2
Busiest month:	July
Busiest day of the week	Friday
Busiest time of the day:	14:00-15:00
Yearly average percent increase in calls over last 31 years:	3.95%
Increase percentage in calls from previous year	14.00%
Percentage of Calls that resulted in No Transports (NTP's):	31%
Total Number of DOA's for Year:	88
Total Number of Patients flown from the scene:	15

Watauga Medics Inc. Year 2021 Annual Report

For year ending 2021

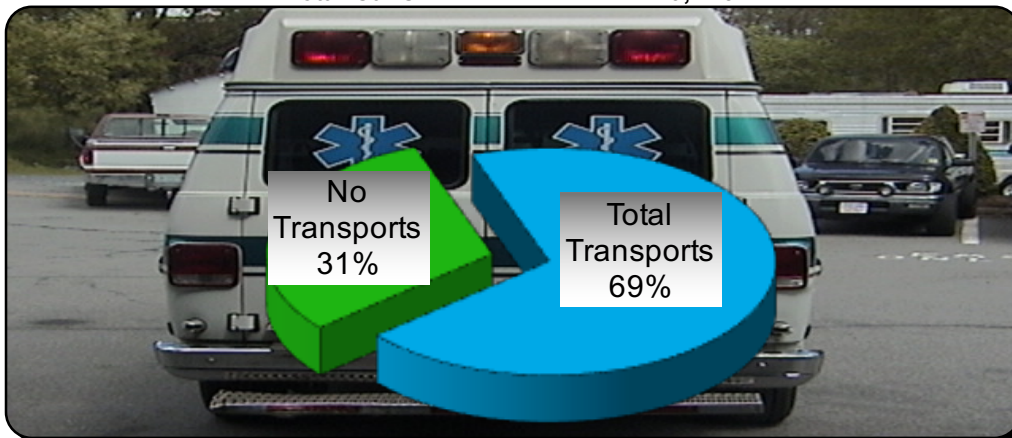
Calls for each Base

Base 1:	2,124
Base 2:	3,098
Base 3:	874
Blowing Rock:	177
Total Number of Calls	6,273



No Transports compared to Total Calls

Total Transports	4,348
No Transports	1,925
Total Calls	6,273

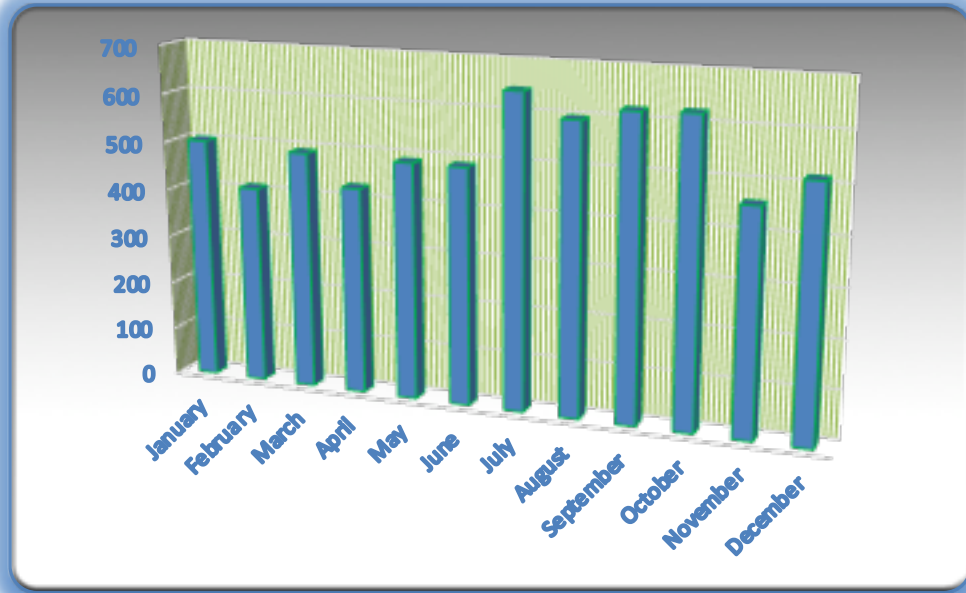


Watauga Medics Inc. Year 2021 Annual Report

For Year ending 2021

Calls by the Month

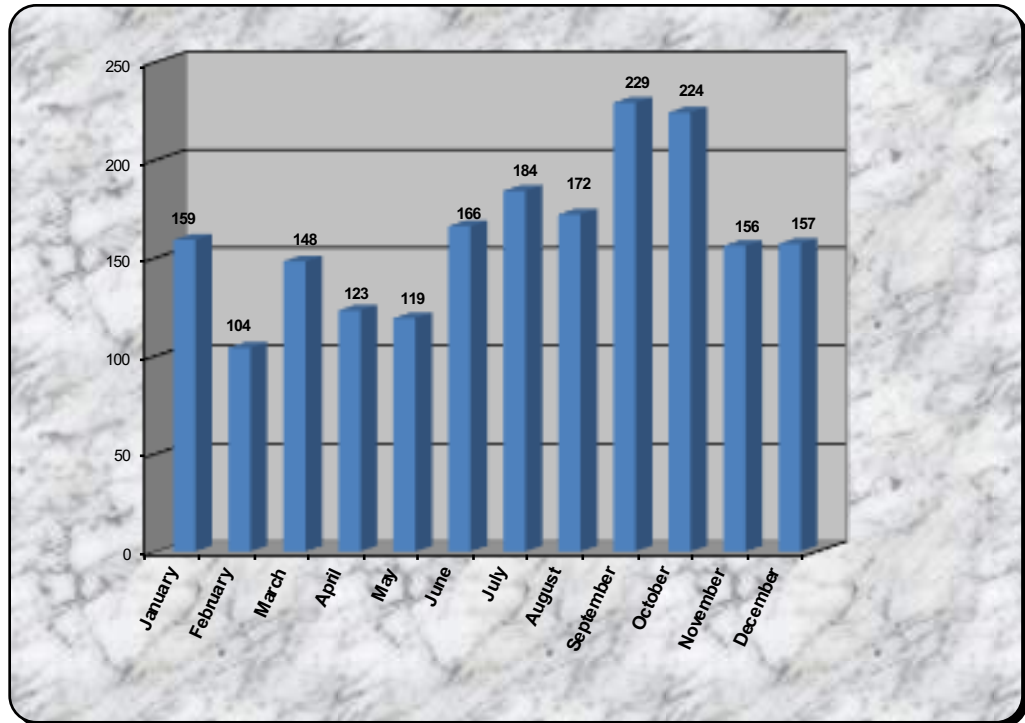
<u>Month</u>	<u>Calls</u>
January	502
February	410
March	492
April	428
May	489
June	489
July	645
August	597
September	621
October	624
November	460
December	516



Total Calls 6,273

No-Transports by Month

<u>Month</u>	<u>NTP's</u>
January	159
February	104
March	148
April	123
May	119
June	166
July	184
August	172
September	229
October	224
November	156
December	157



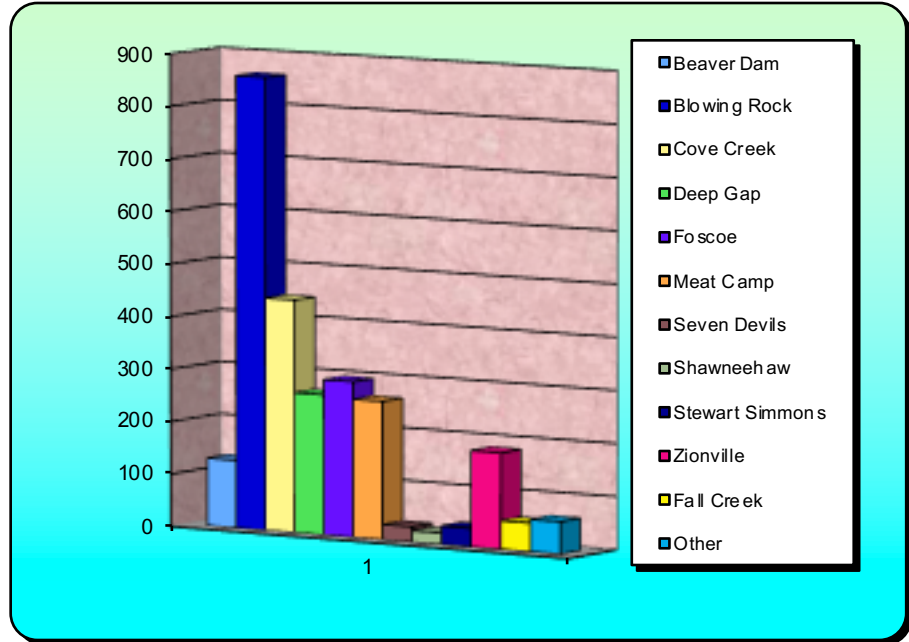
Total 1,941

Watauga Medics Inc. Year 2021 Annual Report

For Year Ending 2021

All Calls

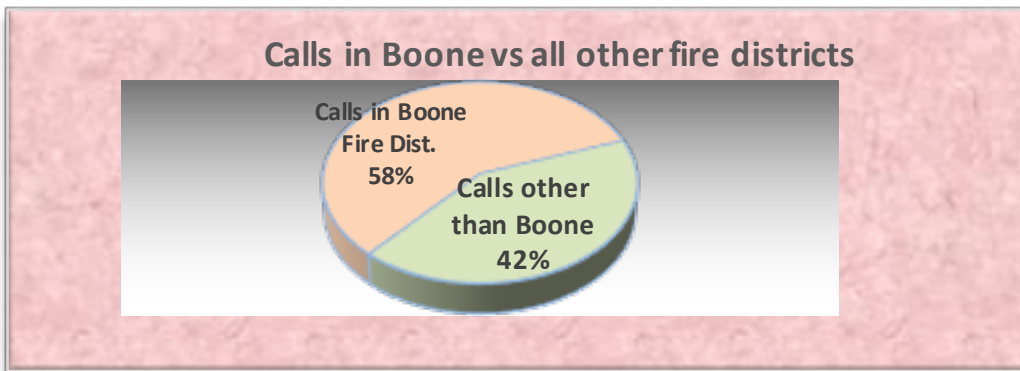
<u>Calls by Fire District</u>	<u>Number</u>
Beaver Dam	129
Blowing Rock	860
Cove Creek	442
Deep Gap	266
Foscoe	295
Meat Camp	262
Seven Devils	29
Shawneehaw	22
Stewart Simmons	35
Zionville	182
Fall Creek	54
Other	61



Calls by Fire District Other Than Boone: 2,637

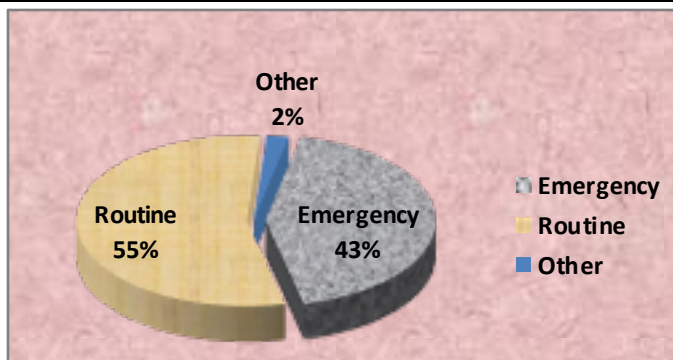
Calls in Boone vs other districts

Calls other than Boone	2,637
Calls in Boone Fire Dist.	3,636
	6,273



Calls by type of response used:

<u>Type of Response</u>	<u>Number</u>
Emergency	2,701
Routine	3,441
Other	131
Total	6,273

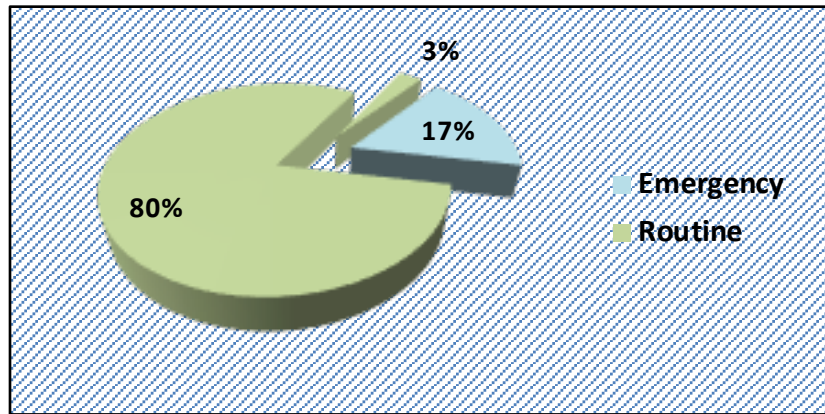


Watauga Medics Inc. Year 2021 Annual Report

For Year Ending 2021

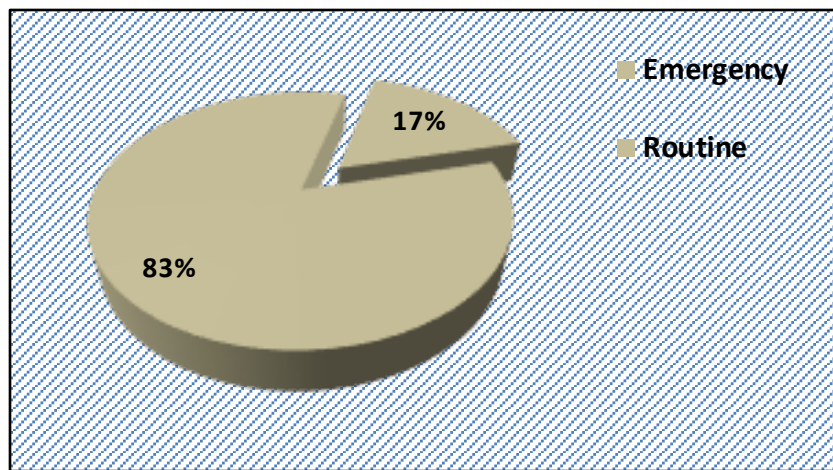
Type of response used while transporting patients

<u>Transport Type</u>	<u>Number</u>
Emergency	731
Routine	3,497
Other	120
Total Transports	4,348



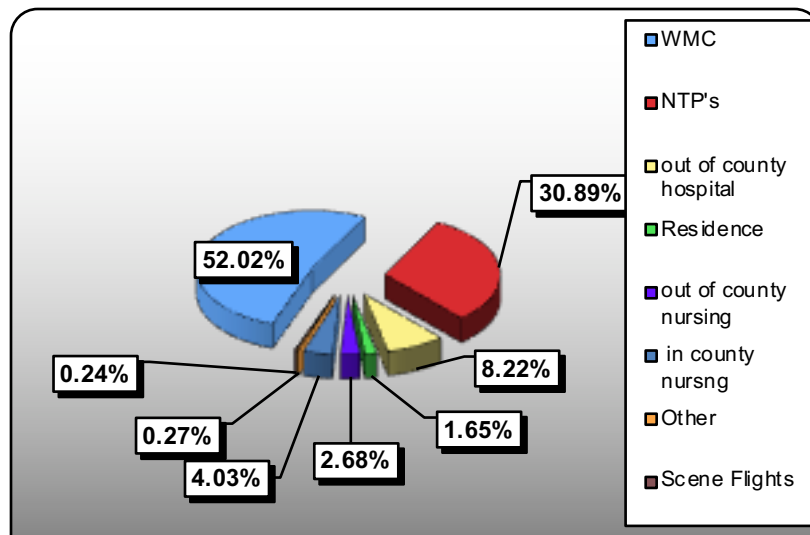
Type of Traffic for Out-Of-County Trips

<u>Traffic</u>	<u>Number</u>
Emergency	165
Routine	497
Total Out of County	662



Destination of Calls

<u>Destination</u>	<u>Number</u>
WMC	3,242
NTP's	1,925
out of county hospital	512
Residence	103
out of county nursing	167
in county nursng	251
Other	17
Scene Flights	15
Dr. Office	41
Total	6,273

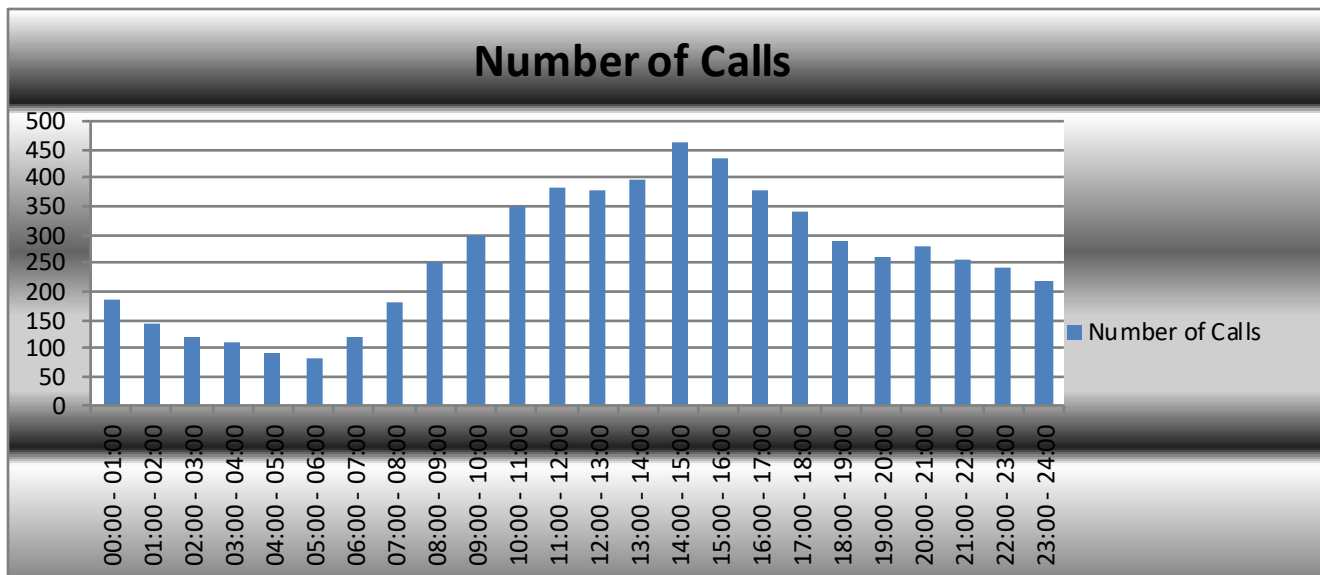


* WMC: Watauga Medical Center
 * NTP: No Transports

Watauga Medics Inc. Year 2021 Annual Report

<u>Time of Day</u>	<u>Number of Calls</u>
00:00 - 01:00	187
01:00 - 02:00	143
02:00 - 03:00	120
03:00 - 04:00	113
04:00 - 05:00	92
05:00 - 06:00	84
06:00 - 07:00	120
07:00 - 08:00	180
08:00 - 09:00	252
09:00 - 10:00	299
10:00 - 11:00	348
11:00 - 12:00	385
12:00 - 13:00	380
13:00 - 14:00	398
14:00 - 15:00	462
15:00 - 16:00	436
16:00 - 17:00	379
17:00 - 18:00	341
18:00 - 19:00	291
19:00 - 20:00	261
20:00 - 21:00	280
21:00 - 22:00	258
22:00 - 23:00	242
23:00 - 24:00	220

6,271



Watauga Medics Inc. Year 2021 Annual Report

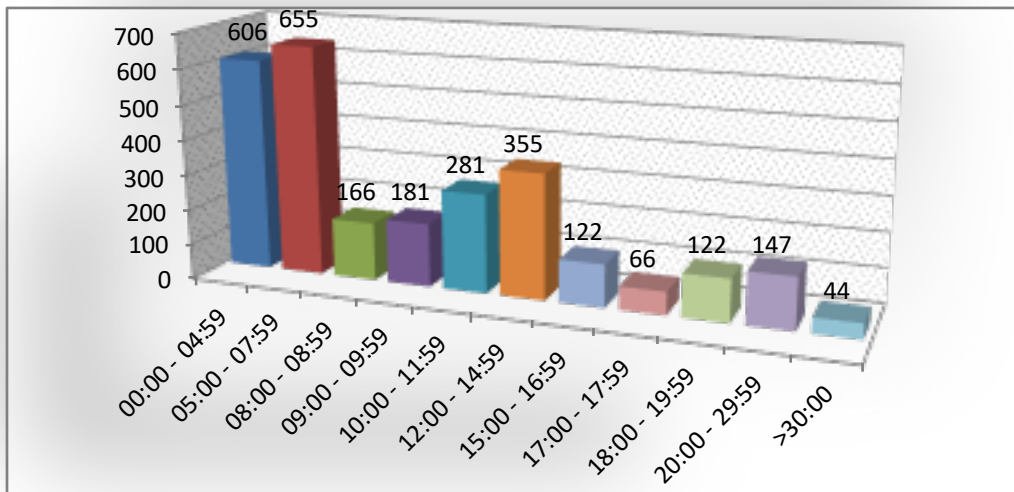
Response Times For Year Ending 2021

<u>Response Times</u>	<u>Number</u>
00:00 - 04:59	606
05:00 - 07:59	655
08:00 - 08:59	166
09:00 - 09:59	181
10:00 - 11:59	281
12:00 - 14:59	355
15:00 - 16:59	122
17:00 - 17:59	66
18:00 - 19:59	122
20:00 - 29:59	147
>30:00	44

Total Emergency Responses **2,745 ****

Yearly Average Response Time: **0:09:42**

Number



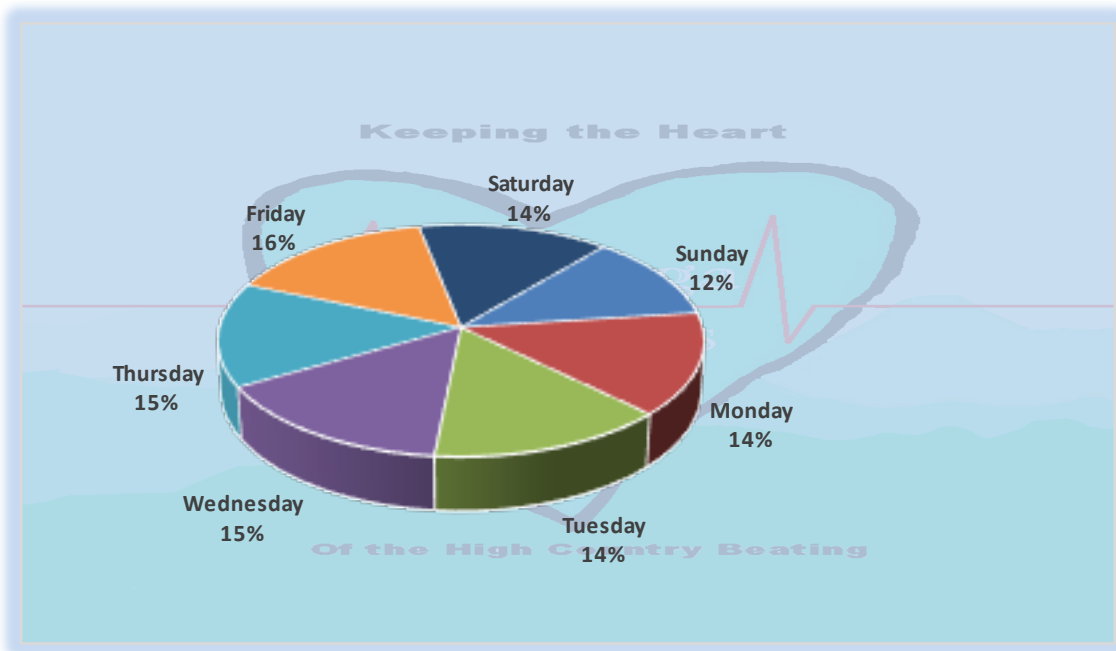
***This number will differ slightly from our total emergency response numbers because there were a few calls where response times were unable to be calculated exactly.*

Total Number of Calls by Year		Number Increase/Decrease		
Year	Total Calls	Year	Change	
1991	1,782	1991		
1992	1,921	1992	139	7.24%
1993	2,017	1993	96	4.76%
1994	2,198	1994	181	8.23%
1995	2,527	1995	329	13.02%
1996	2,571	1996	44	1.71%
1997	2,784	1997	213	7.65%
1998	2,755	1998	-29	-1.05%
1999	3,139	1999	384	12.23%
2000	3,487	2000	348	9.98%
2001	3,688	2001	201	5.45%
2002	3,775	2002	87	2.30%
2003	3,866	2003	91	2.35%
2004	3,752	2004	-114	-3.04%
2005	3,922	2005	170	4.33%
2006	4,053	2006	131	3.23%
2007	4,048	2007	-5	-0.12%
2008	4,460	2008	412	9.24%
2009	4,461	2009	1	0.02%
2010	4,473	2010	12	0.27%
2011	4,783	2011	310	6.48%
2012	4,714	2012	-69	-1.46%
2013	4,705	2013	-9	-0.19%
2014	5,191	2014	486	9.36%
2015	5,435	2015	244	4.49%
2016	5,912	2016	477	8.07%
2017	5,990	2017	78	1.30%
2018	5,952	2018	-38	-0.64%
2019	6,142	2019	190	3.09%
2020	5,380	2020	-762	-14.16%
2021	6,273	2021	893	14.24%
		avg:	3.95%	

2021 Calls by the day of the week

Total Calls by Day of The Week

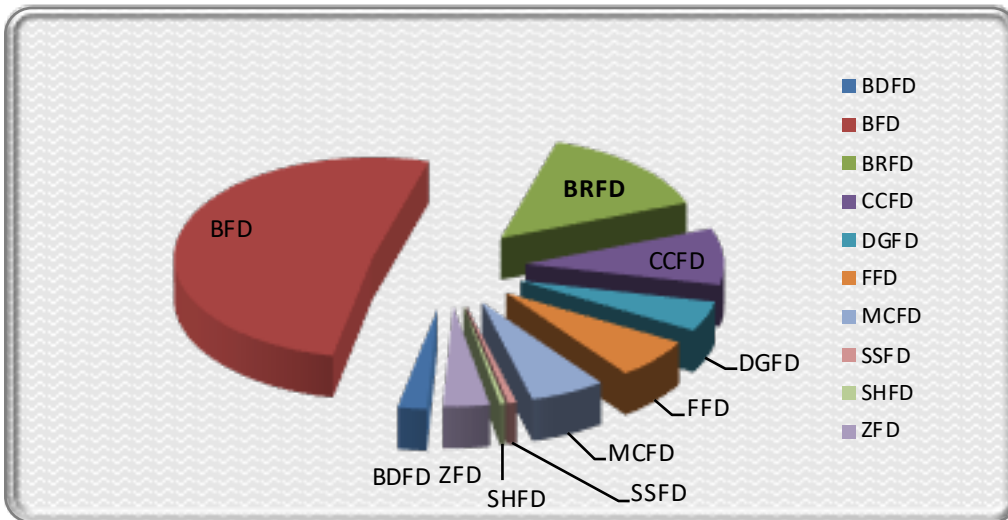
	2021	2020	2019	2018	2017
Sunday	745	676	721	733	840
Monday	897	765	957	855	790
Tuesday	895	782	874	824	852
Wednesday	954	788	896	865	879
Thursday	912	744	908	871	863
Friday	978	768	966	918	873
Saturday	892	745	820	886	893
	6,273	5,268	6,142	5,952	5,990



2021 Number of Emergency calls by district

BDFD	67
BFD	1448
BRFD	414
CCFD	257
DGFD	138
FFD	184
MCFD	173
SSFD	20
SHFD	12
ZFD	107
2,820	

2016 Data:		diff
BDFD	41	26
BFD	1271	177
BRFD	282	132
CCFD	195	62
DGFD	119	19
FFD	154	30
MCFD	109	64
SSFD	20	0
SHFD	35	-23
ZFD	55	52
2,281		



Avg. emergency response time by district

2021

BDFD	00:20:05
BFD	00:07:05
BRFD	00:11:27
CCFD	00:09:39
DGFD	00:15:20
FFD	00:15:03
MCFD	00:15:58
SSFD	00:25:32
SHFD	00:20:32
ZFD	00:11:48

2016 data:

BDFD	00:25:32
BFD	00:06:12
BRFD	00:12:35
CCFD	00:12:33
DGFD	00:14:28
FFD	00:13:07
MCFD	00:14:02
SSFD	00:25:37
SHFD	00:21:46
ZFD	00:15:04

2021 data

Emergency calls

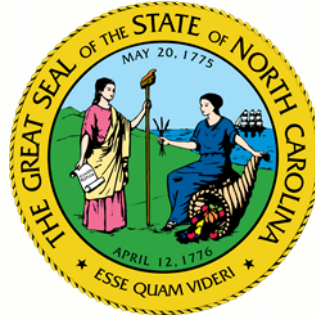
Number of times Base 1 responded to base 1 district:	617
Number of times Base 1 responded to Base 2 District	171
Number of times Base 1 responded to base 3 District	99
Number of times base 1 responded to Blowing Rock	26

Number of times base 2 responded to base 2 district	1250
Number of times base 2 responded to base 1 district	111
Number of times base 2 responded to base 3 district	18
Number of times base 2 responded to Blowing Rock	106

Number of times base 3 responded to base 3 district	365
Number of times base 3 responded to base 1 district	15
Number of times base 3 responded to base 2 district	25
Number of times base 3 responded to Blowing Rock	2

Number of times BR truck responded to BR district	51
Number of times BR truck responded to base 1 district	1
Number of times BR truck Resonded to base 2 district	14
Number of times BR truck responded to base 3 district	0

EMS SYSTEM



Whereas WATAUGA COUNTY has made a commitment to providing quality emergency medical care to its citizens and has demonstrated that it meets the criteria of an EMS SYSTEM as defined by the North Carolina Medical Care Commission, it hereby receives approval as a NORTH CAROLINA EMS SYSTEM. This approval shall be effective until the last day of November, 2027

Division of Health Service Regulation

Office of Emergency Medical Services

General Information

Physical Address:

921 West King Street
Boone, NC 28607
Watauga County
Latitude/Longitude Point: 36.2205437,-81.6886452

Mailing Address:

921 West King St
Boone, NC 28607
Watauga County
Latitude/Longitude Point: 36.2205437,-81.6886452

Primary Phone:

Secondary Phone: (828) 264-9486

Fax: (828) 264-9482

Website: www.wataugamedics.net

Status: Open

Last Updated: August 7, 2021 8:27 PM

Agency Number: 0951125

EMS Agency Service Area County(ies):

Vendors:

- ESO Solutions

SMAT Team Site: Yes

Associated System(s):

- **System:**Watauga, **Region:** West

Metropolitan Statistical Area:

Services

Service Level: Paramedic

Primary Service: 911 Response (Scene) with Transport Capability

Other Services:

Configuration

EMD Vendor:

Billing Status: Yes

EMS Agency Specialty Service Capability:

Patient Monitoring Capability(ies):

Crew Call Sign:

Expanded Scope Of Practice: No

Organization

Type: Private, Non-Hospital

Status: Non-Volunteer

Agency Attachments



Agency License



Number	Issue Date	Expiration Date	Status
1554	11/30/1999	11/30/2021	2022 Annual Pre-Budget Retreat Active

Agency Inspection ^

Nothing found to display.

Vehicles i

+ Create ^

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
!GB3KZC83GF165100	2016	M-1	NC000798	01/31/2023	Permanent	Paramedic	In Service
1GB3CZCG7GF118074	2016	MEDIC 6	NC004393	04/30/2022	Permanent	Paramedic	In Service
1GB3G2CL9F1234719	2015	MEDIC 7	NC003071	01/31/2022	Permanent	Paramedic	In Service
1GB3KZCY5JF148967	2018	MEDIC 4	NC003066	01/31/2022	Permanent	Paramedic	In Service
1GB3KZE89FF6680600	2015	M2	NC005170	01/31/2022	Permanent	Paramedic	In Service
1GB3YTE72LF250309	2020	Medic 5	NC004508	11/30/2022	Permanent	Paramedic	In Service
1GB3YTE78LF306222	2020	Medic 9	NC005153	08/31/2023	Permanent	Paramedic	In Service
1GB6G5C18F1112450	2015	M3	NC002661	11/30/2023	Permanent	Paramedic	In Service

8 items found, displaying all items.

Export options: [CSV](#) | [Excel](#) | [XML](#)

Vehicle Availability ^

🔧 Edit

Vehicle Type	2-hour Availability	24-hour Availability	Total
ATV			2
Ambulance			8
Ambulance (4-Wheel Drive)			5
Heavy Rescue			1
Light Rescue			3
Quick Response Vehicle (QRV)			1

Contacts

+ Add

Roster



Name	Job Title(s)	Certification	Exp Date	Phone Number(s)
Peter Keith Pickering P024613	EMS Technician Training Officer (<i>Paramedic</i>) Agency Primary Contact (<i>Paramedic</i>)	Paramedic	02/29/2024	
Craig J Sullivan P007724	Agency Primary Contact EMS Technician Training Officer (<i>Paramedic</i>) Director	Paramedic	03/31/2025	Work: (828) 264-9486
Tyler M Thompson P107086	EMS Technician (<i>Paramedic</i>) Administrator (<i>Paramedic</i>) Agency Primary Contact (<i>Paramedic</i>)	Paramedic	03/31/2024	

Export options: CSV | Excel | XML

Personnel Availability

Edit



Personnel Type	2-hour Availability	24-hour Availability	Full Time Open Positions	Part Time Open Positions	Full Time	Part Time
EMT-Basic	6	2	0	0	1	8
EMT-Intermediate	0	0	0	0	0	5
EMT-Paramedic	8	6	0	0	25	5
Medical Responder	0	0	0	0	0	45

Stations

+ Create



Name	Location	Phone
Base 1	921 West King Street Boone, NC 28607	(828) 264-9486
Base 2	133 Longvue Dr Boone, NC 28607 Watauga County	(828) 264-9486
Base 3	193 Highway 321 North Villas, NC 28692	(828) 297-3200

Resource Capabilities



Type	Total
Available Ventilators	0
Total Ventilators	
Ambulatory Decontamination Capability	30
Non-ambulatory Decontamination Capability	10
EMS Chem Packs	0
Hospital Chem Packs	0

Special Skills

Edit



Skill and number trained or training

Name	Total
Decontamination	100
HAZMAT Response	100
High Angle Rescue	20
Incident Command	150
SMAT Training	15
Trench / Confined Space Rescue	6
Wilderness Search and Rescue	20



CERTIFICATE OF LIABILITY INSURANCE

2022 Annual Premium Report
4/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Cindy Elbert Insurance Services Inc 15182 North 75th Ave, Ste 100 Peoria, AZ 85381	CONTACT NAME: PHONE (A/C, No, Ext): 602-942-3900 E-MAIL ADDRESS:	FAX (A/C, No): 602-942-4300
	INSURER(S) AFFORDING COVERAGE	
INSURED Watauga Medics, Inc. Ashe Medics, LP 921 W. King Street Boone, NC 28607	INSURER A: National Interstate Ins. Co. NAIC # 32620	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 OTHER:			LPK4550004-05	4/01/2019	4/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> XS Over Auto <input type="checkbox"/> AL			ACA4550004-04 AMX4550004-00	4/01/2019	4/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Limit \$ 900,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0000031-04	4/01/2019	4/01/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LPL4550004-05	4/01/2019	4/01/2020	\$1,000,000 per Occurrence \$2,000,000 Per Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Medical Director is covered for administrative duties

CERTIFICATE HOLDER **CANCELLATION**

Dr. Stoeber c/o Watauga Medics, Inc. 921 W. King St. Boone, NC 28607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Watauga Medics Inc.

921 W. King St. Boone NC 28607 Ph: (828) 264-9486 Fax: (828) 264-9482

January 12, 2021

2021 Billing Policy

Our current rates for service are as follows:

BLS:	\$300.00
ALS: non Emerg.	\$325.00
Emerg.	\$415.00
ALS II:	\$550.00
Charge per loaded mile:	\$9.50

These rates are at or below the approved Medicare allowable rates.

Watauga Medics Inc. bills all claims for patients that are Medicare recipients. After Medicare has processed a claim, we receive a *Medicare Remittance Notice* stating how the claim was processed. If Medicare denies the claim and states that the Patient is responsible for the charges, we then bill the Patient. If the Patient has private insurance, we file a claim to their insurance company after Medicare pays.

If a patient is a Medicare and Medicaid recipient, Medicare is filed first. Medicaid pays after Medicare pays.

For all other Patients, we bill the patient the appropriate charges, in accordance with our contract, along with an insurance information sheet. If a completed insurance information sheet is returned, we submit the claim to the insurance company. If partial payment is received from an insurance company, the patient is responsible for the remainder. If the insurance company denies the claim, the Patient is responsible for the entire bill. Our billing cycle is setup on a 120-day schedule. If we receive no response after 120 days (four statements) the account is sent to a collection agency. If at any time during the 120-day billing cycle, the patient contacts our office and offers to make payments, we will hold the account as long as payments are made regularly. No interest charge is added to any patient account.

We are a participating provider with blue cross/blue shield which speeds up their payment procedures and protects the patient from expensive insurance denials.

Each year by accepting assignment for Medicare, Medicaid and private insurance over \$300,000 is written off patients accounts. It should be noted that over the years Watauga Medics Inc. has voluntarily written off well over \$100,000 in patients bills where a true hardship was known and we were made aware of the situation.

Sincerely,

Craig Sullivan
Director

4th. Quarter 2021

Totals

Month	Total Number of Calls	Not Transported	Number Disp. Emergency	Number Disp. Routine or Other
October	624	224	290	334
November	460	156	207	253
December	516	157	252	264
Total	1,600	537	749	851

Transports

Month	Total # of Patients Transported	Transported Emergency	Transported Routine	DOAs
October	400	57	343	8
November	304	37	267	9
December	359	58	301	7
Total	1,063	152	911	24

Out of County

Month	Total Out-of-County Transports	Out-of-County Emergency Transports	Out-of-County Routine Transports	Number of Scene Flights
October	40	6	34	1
November	32	4	28	0
December	46	7	39	1
Total	118	17	101	2

4th. Quarter 2021

2021 response time Q4

	October	November	December
Under 5 min	55	38	37
5:00-7:59	59	33	55
8:00-8:59	17	9	9
9:00-9:59	16	16	18
10:00-11:59	18	24	24
12:00-14:59	25	22	32
15:00-16:59	15	7	4
17:00-17:59	7	4	7
18:00-19:59	6	8	7
20:00-24:59	9	11	11
25:00-59:59	0	1	4
avg	9:04	10:02	10:39
Q4 Average 2021		9:54	

Number of Calls Dispatched by Time of Day

Time of Day	4th Quarter
00:00 – 01:00	51
01:00 – 02:00	40
02:00 – 03:00	24
03:00 – 04:00	31
04:00 – 05:00	25
05:00 – 06:00	19
06:00 – 07:00	30
07:00 – 08:00	40
08:00 – 09:00	71
09:00 – 10:00	78
10:00 – 11:00	77
11:00 – 12:00	98
12:00 – 13:00	106
13:00 – 14:00	103
14:00 – 15:00	121
15:00 – 16:00	106
16:00 – 17:00	98
17:00 – 18:00	93
18:00 – 19:00	59
19:00 – 20:00	65
20:00 – 21:00	79
21:00 – 22:00	67
22:00 – 23:00	59
23:00 – 24:00	60

4th. Quarter 2021

2021 response time Q4

	October	November	December
Under 5 min	55	38	37
5:00-7:59	59	33	55
8:00-8:59	17	9	9
9:00-9:59	16	16	18
10:00-11:59	18	24	24
12:00-14:59	25	22	32
15:00-16:59	15	7	4
17:00-17:59	7	4	7
18:00-19:59	6	8	7
20:00-24:59	9	11	11
25:00-59:59	0	1	4

avg 9:04 10:02 10:39

Q4 Average 2021

9:54

Number of Calls Dispatched by Time of Day

Time of Day	4th Quarter
00:00 – 01:00	51
01:00 – 02:00	40
02:00 – 03:00	24
03:00 – 04:00	31
04:00 – 05:00	25
05:00 – 06:00	19
06:00 – 07:00	30
07:00 – 08:00	40
08:00 – 09:00	71
09:00 – 10:00	78
10:00 – 11:00	77
11:00 – 12:00	98
12:00 – 13:00	106
13:00 – 14:00	103
14:00 – 15:00	121
15:00 – 16:00	106
16:00 – 17:00	98
17:00 – 18:00	93
18:00 – 19:00	59
19:00 – 20:00	65
20:00 – 21:00	79
21:00 – 22:00	67
22:00 – 23:00	59
23:00 – 24:00	60
Totals	1,600

q4 2021**Ambulances**

Unit #	Type	Year model	VIN
Medic 1	Chevy Type I 4x4 AEV	2016	1GB3KZC83GF165100
Medic 2	Chevy Type III (McCoy Miller)	2015	1GB3KZC89FF668600
Medic 3	Chevy Type III G4500	2015	1GB6G5CL8F1112450
Medic 4	Chevy Type I 4x4 AEV	2017	1GB3KZCY5JF148967
Medic 5	Chevy Type I (4x4)	2014	1GB3K0C8DEF117935
Medic 6	Chevy Type I (2x4)	2016	1GB3CZCG7GF118074
Medic 7	Chevy Type III	2015	1GB3G2CL9F1234719
Medic 8	Chevy Type I 4x4 AEV	2019	1GB3KWCY2KF145525
Medic 9	Chevy type I 4x4	2020	1GB3YTE78LF306222

Cardiac Monitors

3	Zoll E series 12 lead EKG cardiac	1	Zoll AED
5	Zoll X-Series cardiac monitors	1	Zoll AED Trainer
Communications			

4	Motorola 99 channel radios	7	HT1000 Motorola portable 2-way radios
4	99 channel Kenwood 100 watt mo	5	16 Channel Portables (HT750)
3	Base stations	4	Motorola MT1500 Portables
1	Repeater system for WMI channel	7	TK 290 Kenwood Portables
6	Kenwood NX-3220 portable radios		

Training Equipment

1	Laredal IV Torso	1	Vascular system chart
1	Skillmeter Resusci-annie	1	Respiratory system chart
2	Resusci-Junior	1	Overhead 3M projector
3	Intubation Manikins	1	Pressure IV bag
2	Junior intubation manikin		
1	Regular Resusci-annies	1	Sony Video camera
1	IV arm start kit	1	OB/GYN pregnancy simulator
1	ALS resusci-baby	3	Portable suction units
9	Regular resusci-babies		
1	OB Manikin		
1	Chest decompression manikin	1	Armstrong patient simulator
1	Crich manikin	1	vtasims patient simulator
2	ALS rhythm generator	1	Video adapter
2	Sets Adult CPR Mannequins	1	Airway management kit
1	Set Pediatric CPR Mannequins	3	Resuscitator kits
		1	Projection Screen
2	Airway manikins	1	National Registry software for EMT-P

Personnel

Watauga Medics Inc. Roster

Name	Position	M Number
Craig Sullivan	Director	M11
Pete Pickering	Training Coordinator	M62
Darlene Hicks	Office Manager	
Amber Jackson	Administrative Assistant	
Candace Barker	Human Resources	
Ricky Roark	Fleet Maintenance	
Kevin Norris	Paramedic Supervisor	M15
Erin Oliver	EMT (paramedic student)	
Brianna Seeley	Assistant Supervisor	M54
Angela Nicholson	Paramedic	M60
Courtney Miller	EMT (paramedic student)	
Asher Creech	Paramedic	M36
Kate Wood	Paramedic Student	
Veronica Shelton	Paramedic Supervisor	M16
Scott Prichard	Assistant Supervisor	
Kat Greer	Paramedic	
Daniel Barnes	Paramedic	
Ian Robertson	Paramedic	
Adam Cleary	Paramedic	M78
Nathan Elliott	Paramedic Supervisor	M14
Jack Reedy	Paramedic	M45
Lena Kilby	EMT (paramedic student)	
Faye Kelly	EMT (paramedic student)	
Anthony Woodard	Paramedic Student	
Conrad Poe	Paramedic	M68
Chanda Brooks	Paramedic	
John Whitener	Paramedic	M52
Greg Bryant	Paramedic	M55

Part-time personnel

Trenton Winebarger	AEMT	
Kate Johnson	EMT	
Kaylor Mead	Paramedic	M22
Kurt Kaunath	Paramedic	M23
Kyle Alexander	AEMT	M30
Dakota Todd	EMT	M33
Angie Norris	EMT	M34
Angela Bowen	Paramedic	M39
Daniel Briem	Paramedic	
Alexandra Jolly	EMT	M44
Patrick Strickland	Paramedic	M49
Megan Lewis	EMT	M50
Josh Poe	Paramedic	M53
Brad Ratay	Paramedic	M57
Daniel Bacchi	EMT	M59

James Bonner	Paramedic	M66
Chris Maher	EMT	M69
Daniel Brehm	EMT (Medic student)	M73
Lindsay Campbell	Paramedic	M74
Roger Broch	Paramedic	M76
Andrew Willis	Paramedic	M77
Nate Brannen	EMT (Medic student)	M79

Q4 2021

Comparison of other years response for the same quarter:

	2021	2020	2019	2017	2016	2015
Overall	0:09:54	0:09:57	0:09:51	0:09:54	0:09:46	0:09:34
Beaver Dam	0:20:05	0:21:54	0:21:21	0:18:24	0:23:20	0:22:02
Blowing rock	0:11:23	0:11:30	0:13:09	0:12:05	0:13:27	0:12:33
Boone	0:06:52	0:06:24	0:05:54	0:06:26	0:06:05	0:06:12
Cove Creek	0:09:43	0:11:04	0:11:27	0:09:06	0:12:27	0:11:29
Deep Gap	0:15:43	0:15:44	0:13:50	0:14:43	0:14:59	0:13:56
Fall Creek	0:22:28	0:16:29				
Foscoe	0:14:39	0:15:14	0:16:50	0:11:29	0:12:42	0:13:07
Meat camp	0:14:47	0:14:42	0:17:15	0:12:54	0:13:30	0:13:18
Seven Devils	0:17:03	0:19:05				
Shawneehaw	0:15:04	0:22:35	0:19:23	0:21:43	0:26:07	0:22:20
Stewart Simmons	0:26:02	0:25:43	0:27:57	0:24:13	0:25:30	0:22:20
Todd	0:19:52	0:15:55				
Zionville	0:12:42	0:11:41	0:10:38	0:11:50	0:13:44	0:14:57

Volume by Fire District

District	Number of Emergency Calls	Avg. Response Time:
Beaver Dam	16	0:20:05
Boone	355	0:06:52
Blowing Rock	101	0:11:23
Cove Creek	64	0:09:43
Deep Gap	33	0:15:43
Fall Creek	10	0:22:28
Foscoe	45	0:14:39
Meat Camp	49	0:14:47
Seven Devils	4	0:17:03
Stewart Simmons	8	0:26:02
Shawneehaw	3	0:15:04
Todd	2	0:19:52
Zionville	36	0:12:42

Q4 2021

Total Number of Calls For Quarter	Quarter and Year	Number of Calls for Quarter	Change
		Q4 2016	1,611
	Q4 2017	1,500	-111
	Q4 2018	1,548	48
	Q4 2019	1,549	1
	Q4 2020	1,393	-156
	Q4 2021	1,600	207

Total Number of Transports for Quarter	Quarter and Year	Number for Quarter	Change
		Q4 2016	1,207
	Q4 2017	1,077	-130
	Q4 2018	1,085	8
	Q4 2019	1,083	-2
	Q4 2020	935	-148
	Q4 2021	1,063	128

Out of County Transports for Quarter	Quarter and Year	Number for Quarter	Change
		Q4 2016	212
	Q4 2017	141	-71
	Q4 2018	149	8
	Q4 2019	171	22
	Q4 2020	160	-11
	Q4 2021	118	-42

How does this year compare to years past

Total Number of Calls Year to Date:	Year to date	Year to date	Change
		2016	5,912
	2017	5,990	78
	2018	5,952	-38
	2019	6,142	190
	2020	5,385	-757
	2021	6,273	888

Total Number of Transports for Year to date:	Year to date	Year to date	Change
		2016	4,583
	2017	4,370	-213
	2018	4,298	-72
	2019	4,398	100
	2020	3,761	-637
	2021	4,332	571

Total Number of Out of County Transports Year to Date:	Year to date	Year to date	Change
		2016	623
	2017	743	120
	2018	573	-170
	2019	721	148
	2020	633	-88
	2021	662	29

Craig,

Here is the report for the Medic Standbys and calls run off standby for October 2021- December 2021. Let me know if you need anything else.

Total Standbys: 12

Calls Run Off Standby: 4

STANDBYS	Oct	Nov	Dec
0800-1700	2	0	6
1701- 2300	2	0	2
2301- 0759	0	0	
Totals	4	0	8

CALLS RUN	Oct	Nov	Dec
0800-1700	0	0	1
1701- 2300	0	0	2
2301- 0759	1	0	0
Totals	1	0	3

Have a blessed day,

Kalista Nedoff (469)

Librarian

Watauga County Rescue Squad



TO: Watauga County Board of Commissioners
Deron Geouque, Watauga County Manager

FROM: Wright Tilley, Executive Director

RE: TDA Update for Watauga County Board Retreat

DATE: 2/8/2022

The Watauga County Tourism Development Authority (TDA) is pleased to provide this update for the 2022 Watauga County Commissioners' Retreat.

Attached to this memo is a copy of the current FY 21/22 Occupancy Tax chart through December 2021. This chart compares the current fiscal year to the last fiscal year. Also attached is a copy of the 2021 Calendar Year occupancy tax collections compared to calendar year 2020.

Fortunately, the mountain and coastal regions of North Carolina have continued to do well during these unprecedented times. Cabin and house rentals have been more popular than traditional hotel rooms. Our many outdoor recreation options have been appealing to those wanting to get away, but still maintain social distancing. As a result, our numbers remain up while many of our colleagues in other areas of the state are still down.

Watauga TDA Highlights:

- Closed the FY 20/21 fiscal year with an increase in occupancy tax revenue of 90.62%, which amounted to a \$1,890,204 increase in occupancy tax funds over the prior fiscal year.
- Current FY 21/22 fiscal year occupancy tax collections are up 12.5% over last year for July through December. This amounts to an additional \$253,565 in occupancy tax funds six months into the fiscal year.
- Calendar year 2021 occupancy tax collections were up 46.12% over the 2020 calendar year, which amounts to a \$1,334,966 increase in occupancy tax collections for 2021.

- The TDA continued to support the Watauga Choose & Cut program in 2021 with a \$5,600 marketing grant to the Watauga County Christmas Tree Association.
- The Watauga County TDA launched a new ad campaign in FY 21/22. The campaign entitled “Inspiring Awe Since 1849” focuses on the variety of awe-inspiring things to see and do in the Boone area. The campaign continues to emphasize outdoor recreation and natural beauty, but will also showcase arts & cultural programming, and local food & beverage. Our 2021/22 media plan uses a variety of advertising mediums including, digital, paid search, print, radio, out-of-home, native and paid social media and public relations strategies. We shifted more heavily into digital and programmatic ads which gives us the flexibility to start, stop and change messaging in shorter time frames.

In 2021 Visit NC and the NC Commerce department changed research companies for the annual tourism spending impact research. They believe the new research model provides a more accurate reflection of tourism spending in the state and each of the counties in NC.

- Watauga County is ranked 14th out of North Carolina’s 100 counties in terms of visitor spending. (NC Commerce/ Visit NC)
- Tourism in Watauga County generated visitor spending of \$320.9 million in 2020. This includes spending on lodging, food & beverage, recreation, retail, and transportation. (NC Commerce)
- Local tax revenues generated by tourism in Watauga County in 2020 amounted to \$ 13.8 million. According to the NC Commerce Department, this represents a \$464 tax savings to each county resident.
- 2,738 jobs in Watauga County were directly attributable to travel & tourism in 2020.

TDA Infrastructure/Product Development Projects:

- Middle Fork Greenway – The Watauga County TDA continues its commitment to helping make the Middle Fork Greenway a reality. Over the past seven years we’ve committed almost \$2 million to the Middle Fork Greenway Association. This year in addition to the annual support of the greenway, we are providing an additional \$500,000 in funding to Blue Ridge Conservancy, from our fund balance, for new property acquisition.
- County-wide Wayfinding Plan – The TDA bid the wayfinding signs in Feb/March of 2020. After receiving (3) bids, the TDA board awarded the contract to Signs, Etc. out of Charlotte. Then the Covid shutdown hit. I am pleased to report that our sign manufacturer was able to honor their bid pricing in 2021 and we began the process for

our wayfinding signs this past summer. We just received our approved DOT encroachment agreement, so sign construction will begin shortly with the first phase of installation coming this spring/early summer.

- Rocky Knob Park – The popularity of Rocky Knob Park to visitors and local residents continues to grow. As a result, we are looking at making some upgrades to the pump track and surrounding area this year and into next year. The pump track will be upgraded to a paved track, and we will update the area around it with a covered pavilion, new fencing, speed tables, and a stone paver area for special events. We also plan to relocate the parking in front of the pump track to the other side, which will allow us to add some additional parking spots.
- Tourism Master Plan – The TDA hired the local planning firm, Destination By Design, to research and produce a new long-term Tourism Master Plan for the TDA. The last major master plan the TDA did was the Outdoor Recreation Plan in 2010-11. This new tourism master plan will look at future recreation opportunities & infrastructure, but will also look at placemaking, branding, streetscapes, community revitalization and tourism growth opportunities in the county.
- Howard Knob Park - Our Howard Knob Park plans were put on hold during the last couple of years. We would like to re-visit planned improvements and new additions to the park with you all in the near future. Our goals in phase 1 will be to clean up the park, refresh the picnic tables and existing facilities and hopefully build a new, ADA accessible viewing platform.

Occupancy Tax Collection Report

July 2021 to date

	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>JULY to Date</u>
BR													
2019	155,423.25	141,725.41	119,314.86	155,869.29	87,372.08	91,492.54							
2020	143,262.60	139,757.36	129,464.93	204,286.54	108,352.71	110,332.76							835,456.90
2021	226,175.15	191,155.32	159,774.40	239,478.58	140,957.77	151,674.80							1,109,216.02
	82,892.55	51,397.96	30,309.47	35,192.04	32,605.06	41,342.04							273,759.12
	57.85%	36.78%	23.41%	17.23%	30.09%	37.47%							32.77%
(19/21)	45.52%	34.88%	33.91%	53.64%	61.37%	65.78%							
Boone													
2019	194,352.96	186,771.03	154,333.63	198,371.58	135,490.30	140,616.91							
2020	158,116.33	143,603.50	163,988.58	225,467.56	131,486.14	178,045.79							1,000,707.90
2021	237,600.90	195,023.51	181,611.80	294,653.63	163,317.90	187,299.65							1,259,507.39
	79,484.57	51,420.01	17,623.22	69,186.07	31,831.76	9,253.86							258,799.49
	50.27%	35.81%	10.75%	30.70%	24.21%	5.20%							25.86%
(19/20)	22.25%	4.42%	17.67%	48.54%	20.54%	33.20%							
Watauga													
2019	254,674.60	217,608.87	174,199.64	214,671.17	161,134.03	253,872.96							
2020	377,331.40	358,877.47	309,299.99	380,066.83	228,272.21	431,116.27							2,084,964.17
2021	429,137.02	365,467.33	293,048.51	475,872.27	354,729.74	420,273.87							2,338,528.74
	51,805.62	6,589.86	(16,251.48)	95,805.44	126,457.30	(10,842.40)							253,564.57
	13.73%	1.84%	-5.25%	25.21%	55.40%	-2.50%							12.16%
(19/20)	68.50%	67.95%	68.23%	121.70%	120.15%	65.55%							
TTLS													
2019	604,450.81	546,105.31	447,848.13	568,912.04	383,996.41	485,982.41							
Prior Yr	678,730.33	642,238.33	602,753.50	809,820.93	468,111.06	719,494.82							3,921,128.97
Cur Yr	892,913.07	751,646.16	634,434.71	1,010,004.48	659,005.41	759,248.32							4,707,252.15
\$'s +/-	214,182.74	109,407.83	31,681.21	200,183.55	190,894.35	39,753.50							786,123.18
% +/-	31.56%	17.04%	5.26%	24.72%	40.78%	5.53%							20.05%
(2019/20)	47.72%	37.64%	41.66%	77.53%	71.62%	56.23%							

Occupancy Tax Collection Report

Covid Restriction Covid Restriction Covid Restriction

Jan 2021 to date

	Jan	Feb	March	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	JAN to Date
BR													
2019			44,578.63	55,684.21	83,738.73	106,423.60	155,423.25	141,725.41	119,314.86	155,869.29	87,372.08	91,492.54	
2020	73,168.88	64,985.89	26,661.97	652.95	11,219.81	73,729.28	143,282.60	139,757.36	129,464.93	204,286.54	108,352.71	110,332.76	1,085,895.68
2021	118,066.32	104,319.60	83,398.67	89,546.63	123,218.54	154,651.56	226,175.15	191,155.32	159,774.40	239,478.58	140,957.77	151,674.80	1,782,417.34
	44,897.44	39,333.71	56,736.70	88,893.68	111,998.73	80,922.28	82,892.55	51,397.96	30,309.47	35,192.04	32,605.06	41,342.04	696,521.66
	61.36%	60.53%	212.80%	13614.16%	998.22%	109.76%	57.85%	36.78%	23.41%	17.23%	30.09%	37.47%	64.14%
(19/21)			87.08%	60.81%	47.15%	45.32%	45.52%	34.88%	33.91%	53.64%	61.37%	65.78%	
Boone													
2019			98,031.27	110,474.04	133,176.33	155,067.97	194,352.96	186,771.03	154,333.63	198,371.58	135,490.30	140,616.91	
2020	116,989.08	116,509.44	48,374.63	25,693.35	42,858.99	98,694.77	158,116.33	143,603.50	163,988.58	225,467.56	131,486.14	178,045.79	1,449,828.16
2021	179,471.61	173,463.81	135,621.73	120,766.30	143,421.07	173,769.78	237,600.90	195,023.51	181,611.80	294,653.63	163,317.90	187,299.65	2,186,021.69
	62,482.53	56,954.37	87,247.10	95,073.00	100,562.08	75,075.01	79,484.57	51,420.01	17,623.22	69,186.07	31,831.76	9,253.86	736,193.53
	53.41%	48.89%	180.35%	370.03%	235.00%	76.07%	50.27%	35.81%	10.75%	30.70%	24.21%	5.20%	50.78%
(19/21)			38.35%	9.32%	7.70%	12.06%	22.25%	4.42%	17.67%	48.54%	20.54%	33.20%	
Wat													
2019			89,010.17	97,106.59	126,043.01	174,510.92	254,674.60	217,608.87	174,199.64	214,671.17	161,134.03	253,872.96	
2020	205,827.86	157,431.81	58,521.26	9,495.01	98,510.27	279,926.21	377,331.40	358,877.47	309,299.99	380,066.83	228,272.21	431,116.27	2,894,676.59
2021	336,852.31	371,306.62	302,362.83	268,311.42	269,531.83	342,748.98	429,137.02	365,467.33	293,048.51	475,872.27	354,729.74	420,273.87	4,229,642.73
	131,024.45	213,874.81	243,841.57	258,816.41	171,021.56	62,822.77	51,805.62	6,589.86	(16,251.48)	95,805.44	126,457.30	(10,842.40)	1,334,966.14
	63.66%	135.85%	416.67%	2726.82%	173.61%	22.44%	13.73%	1.84%	-5.25%	25.21%	55.40%	-2.50%	46.12%
(19/21)			239.69%	176.31%	113.84%	96.41%	68.50%	67.95%	68.23%	121.70%	120.15%	65.55%	
TTLS													
2019			231,620.07	263,264.84	342,958.07	436,002.49	604,450.81	546,105.31	447,848.13	568,912.04	383,996.41	485,982.41	
Prior Yr	395,985.82	338,927.14	133,557.86	35,841.31	152,589.07	452,350.26	678,730.33	642,238.33	602,753.50	809,820.93	468,111.06	719,494.82	5,430,400.43
Cur Yr	634,390.24	649,090.03	521,383.23	478,624.35	536,171.44	671,170.32	892,913.07	751,646.16	634,434.71	1,010,004.00	659,005.41	759,248.32	8,198,081.76
\$'s +/-	238,404.42	310,162.89	387,825.37	442,783.04	383,582.37	210,820.06	214,182.74	109,407.83	31,681.21	200,183.55	190,894.35	39,753.50	2,767,681.33
% +/-	60.20%	91.50%	290.38%	1235.40%	251.38%	48.37%	31.56%	17.04%	5.26%	24.72%	40.78%	5.53%	50.97%
(2019/2021)			125.10%	81.80%	56.34%	53.94%	47.72%	37.64%	41.66%	77.53%	71.62%	56.23%	



2022 REAPPRAISAL

What is Reappraisal?

- **Reappraisal** is a process in which all real property in the county is appraised at its **current market value** as of a particular date.
- Real property includes both land and the improvements on it, whether residential, commercial, agricultural or industrial in nature.



Why We Reappraise Property?

- State Law requires all counties to conduct a reappraisal at least once every eight years.
- Reappraisal distributes the overall property tax burden equitably across the county based on current market values.



What is Market Value?

- Market value is the most probable price a property would bring in an open and competitive market.
- Over time, most properties change in value, but often at different rates, depending on location.
- **The Tax Office does not create market value, rather we analyze market sales to determine market patterns and trends in different locations. Market value is set by the choices of buyers and sellers in the marketplace.**



When will Reappraisal Occur?

- Reappraisal takes effect **January 1, 2022.**
- New market values will be used to calculate tax bills from **Summer 2022** until the next reappraisal occurs.
- 2022 Reappraisal Notices will be mailed to all Watauga County property owners at the end of March 2022.



3 Steps to Reappraisal

- 1. Collection of Physical Characteristics:** Physical characteristics are collected for each property, including condition and exterior features.
- 2. Sales Analysis:** Property sales are studied to determine market areas, trends, and patterns.
- 3. Develop Schedule of Values:** Schedule of Values are developed to help appraisers correlate physical characteristics with market values.



Where Our Values Come From

- Properties and sales are analyzed to determine current property conditions, market areas, and typical sale prices for areas.
- Some variations cannot be determined from the property's exterior. For example:
 - Whether a bonus room or basement is finished or unfinished.
 - Cathedral ceilings or other floor plan variations affecting the size of a second floor.
 - An unusual floor plan or other interior feature that is not typical for the market.
- The challenge, then, is to develop tables that correlate the physical property data we have on file with the sales data to help predict values for all properties, including those that did not sell.



Why We Do It This Way?

- We are responsible for appraising about 50,000 individual properties all at one time. This is referred to as **mass appraisal**.
- Most major taxing jurisdictions across the country have the same sort of challenge.
- There is no practical way to appraise a large number of properties using the same methods used by single-property appraisers.
- Industry-standard methods have been developed for mass appraisal to produce property values that are reasonable and reliable.
- Unlike single-property appraisals, mass appraisal includes an appeals process to help address valuation issues that can result from limited information, inaccuracy, or even a difference of opinion.



How Do We Know It's Right?

- Mass appraisal techniques include statistical tools used to help measure the accuracy of an appraisal.
- We use a **sales ratio** as a common measure of how closely assessed values match up with current sale prices. The formula is: Assessed Value ÷ Sale Price.
- A meaningful sales ratio requires considering multiple sales at typical market values. Sales of single properties or sales under non-typical conditions (foreclosures, auctions, short sales, etc.) often produce misleading results.



Different Areas, Different Changes

In broad terms, we have seen evidence that market values around the county have changed in different ways since 2014:

- Some areas of the county have seen an increase in market values, while others have experienced a decrease in value
- Some areas have changed a lot, and others by much less
- Some areas are about the same

The following are individual examples of these changes. They do not necessarily reflect market changes for all properties in that area.



- ▶ Location: Boone
- ▶ 2014 Assessed Value: \$122,300
- ▶ Sale Date: 5/27/2021
- ▶ Sale Price: \$217,000
- ▶ Increase of 77%



- ▶ Location: Boone
 - ▶ 2014 Assessed Value: \$325,300
 - ▶ Sale Date: 1/7/2020
 - ▶ Sale Price: \$387,000
 - ▶ Increase of 19%
- ▶ Location: Boone
 - ▶ 2014 Assessed Value: \$325,300
 - ▶ Sale Date: 2/12/2021
 - ▶ Sale Price: \$441,000
 - ▶ Increase of 36%



- ▶ Location: Boone
- ▶ 2014 Assessed Value: \$231,400
- ▶ Sale Date: 8/4/2021
- ▶ Sale Price: \$415,000
- ▶ Increase of 79%



- ▶ Location: Blowing Rock
- ▶ 2014 Assessed Value: \$314,700
- ▶ Sale Date: 8/9/2021
- ▶ Sale Price: \$725,000
- ▶ Increase of 130%



- ▶ Location: Blowing Rock
- ▶ 2014 Assessed Value: \$187,400
- ▶ Sale Date: 11/4/2021
- ▶ Sale Price: \$335,000
- ▶ Increase of 79%



- ▶ Location: Blowing Rock
- ▶ 2014 Assessed Value: \$706,900
- ▶ Sale Date: 10/8/2021
- ▶ Sale Price: \$1,280,000
- ▶ Increase of 81%



- ▶ Location: Blue Ridge Mountain Club
- ▶ 2014 Assessed Value: \$643,200
- ▶ Sale Date: 1/13/2021
- ▶ Sale Price: \$1,120,000
- ▶ Increase of 74%



- ▶ Location: Powder Horn
- ▶ 2014 Assessed Value: \$293,100
- ▶ Sale Date: 6/11/2021
- ▶ Sale Price: \$356,000
- ▶ Increase of 21%



- ▶ Location: Rutherford
- ▶ 2014 Assessed Value: \$191,500
- ▶ Sale Date: 6/11/2021
- ▶ Sale Price: \$327,000
- ▶ Increase of 71%



- ▶ Location: Todd
- ▶ 2014 Assessed Value: \$289,300
- ▶ Sale Date: 3/29/2021
- ▶ Sale Price: \$449,000
- ▶ Increase of 55%



- ▶ Location: Meat Camp
- ▶ 2014 Assessed Value: \$109,800
- ▶ Sale Date: 4/19/2021
- ▶ Sale Price: \$237,500
- ▶ Increase of 116%



- ▶ Location: Meat Camp (Glenwood Springs)
- ▶ 2014 Assessed Value: \$277,600
- ▶ Sale Date: 11/5/2021
- ▶ Sale Price: \$479,000
- ▶ Increase of 73%



- ▶ Location: Meat Camp (Glenwood Springs)
- ▶ 2014 Assessed Value: \$298,700
- ▶ Sale Date: 6/3/2021
- ▶ Sale Price: \$480,000
- ▶ Increase of 61%



- ▶ Location: Cove Creek
- ▶ 2014 Assessed Value: \$102,700
- ▶ Sale Date: 5/19/2021
- ▶ Sale Price: \$162,000
- ▶ Increase of 58%



- ▶ Location: Laurel Creek
- ▶ 2014 Assessed Value: \$83,200
- ▶ Sale Date: 4/22/2021
- ▶ Sale Price: \$149,500
- ▶ Increase of 80%



- ▶ Location: Laurel Creek
- ▶ 2014 Assessed Value: \$171,200
- ▶ Sale Date: 5/18/2021
- ▶ Sale Price: \$250,000
- ▶ Increase of 46%



- ▶ Location: Beech Mountain
- ▶ 2014 Assessed Value: \$98,500
- ▶ Sale Date: 7/29/2021
- ▶ Sale Price: \$275,000
- ▶ Increase of 179%



- ▶ Location: Beech Mountain
- ▶ 2014 Assessed Value: \$155,700
- ▶ Sale Date: 8/13/2021
- ▶ Sale Price: \$285,000
- ▶ Increase of 83%



- ▶ Location: Seven Devils
- ▶ 2014 Assessed Value: \$278,600
- ▶ Sale Date: 8/12/2021
- ▶ Sale Price: \$460,000
- ▶ Increase of 65%



- ▶ Location: Seven Devils
- ▶ 2014 Assessed Value: \$432,100
- ▶ Sale Date: 4/22/2021
- ▶ Sale Price: \$812,000
- ▶ Increase of 88%



- ▶ Location: Foscoe
- ▶ 2014 Assessed Value: \$170,500
- ▶ Sale Date: 11/15/2021
- ▶ Sale Price: \$293,000
- ▶ Increase of 72%



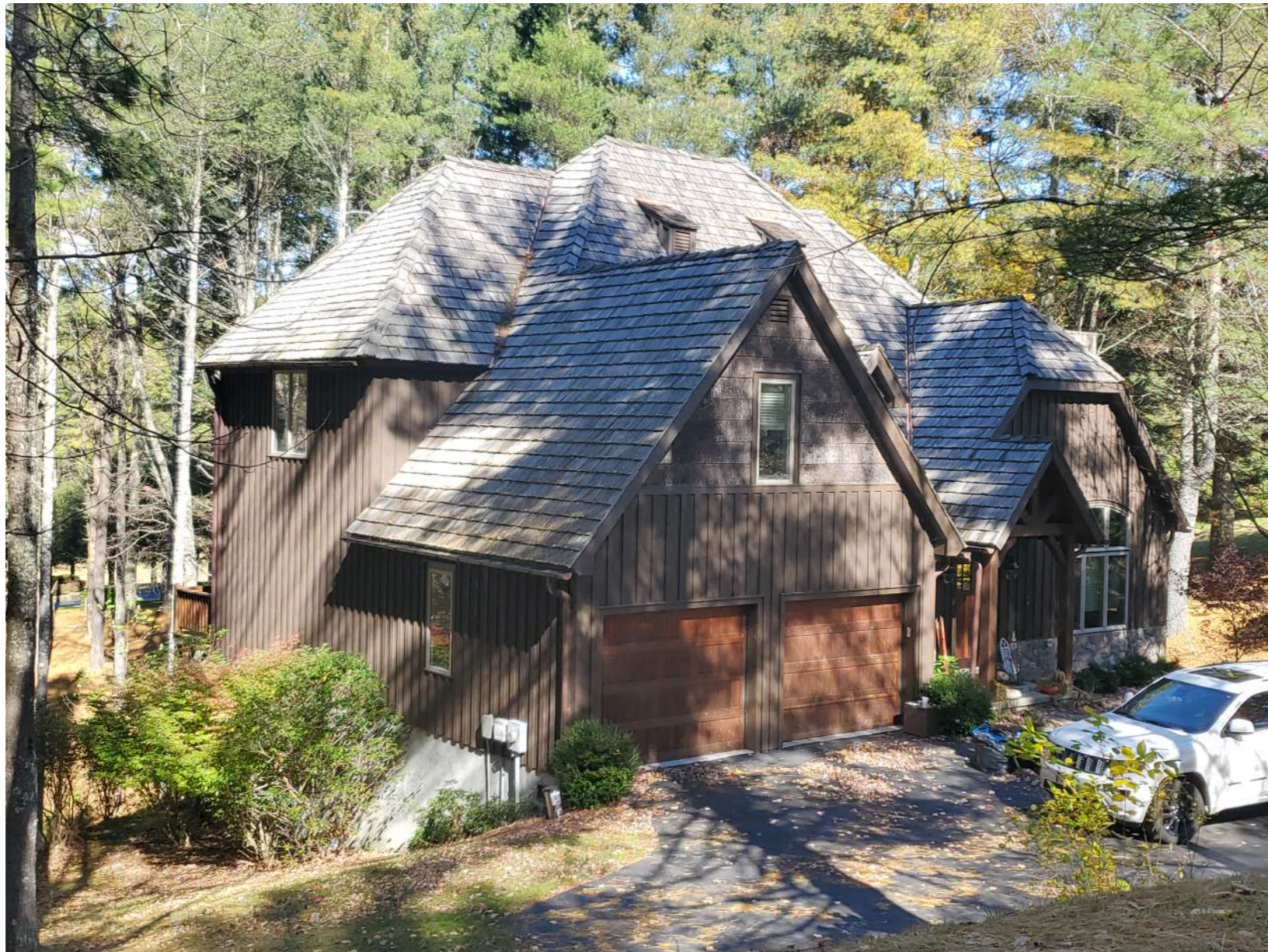
- ▶ Location: Echota
- ▶ 2014 Assessed Value: \$334,300
- ▶ Sale Date: 10/20/2021
- ▶ Sale Price: \$700,000
- ▶ Increase of 103%



- ▶ Location: Valle Crucis
- ▶ 2014 Assessed Value: \$783,500
- ▶ Sale Date: 9/3/2021
- ▶ Sale Price: \$1,400,000
- ▶ Increase of 79%



- ▶ Location: Valle Cay
- ▶ 2014 Assessed Value: \$421,200
- ▶ Sale Date: 8/17/2021
- ▶ Sale Price: \$640,000
- ▶ Increase of 52%



- ▶ Location: Hounds Ears Club
- ▶ 2014 Assessed Value: \$237,300
- ▶ Sale Date: 8/27/2021
- ▶ Sale Price: \$342,000
- ▶ Increase of 44%



- ▶ Location: Yonahlossee
- ▶ 2014 Assessed Value: \$859,800
- ▶ Sale Date: 7/1/2021
- ▶ Sale Price: \$1,000,000
- ▶ Increase of 16%



Appraised Value Vs Tax Rates

- **Appraised value** and **tax rates** are two separate concerns.
- County tax appraisers evaluate market activity to determine appraised value, or market value.
- The tax rate is determined by the Watauga County taxing jurisdictions, based on their budget needs.
- The appraised value is established well before the tax rate is set, and is totally independent of the tax rate.
- The amount of the final tax bill cannot be determined until the tax rate is set.



Appeals

What to do if you disagree?

3 steps to the appeal process:

1. Review

- Review the information we have on file for your property, and report any outdated or incorrect information to us.

2. Compare

- Compare your property value with the sale prices of similar properties using our free online service.

3. Appeal

- If all information is up to date and you still disagree with the assessed value, you can file an appeal with the Board of Equalization and Review (BOER) and schedule a hearing. After the BOER hears your appeal, you will receive written notification of your property value in the mail.



Appeals

Is the question really about value?

There are often issues other than tax value that concern property owners, such as:

- The amount of change from the last reappraisal
- Affordability of the expected taxes
- Level of services provided

While these are all understandable concerns, the only issue the tax office can address is the appraised value.



How to Support Your Appeal

You will need to provide information to support your appeal.

Useful documentation includes:

- Comparable sales or comparable sale reports from the property owner, the counties online sales database or a real estate professional
- Pictures showing the property's inner and outer features and condition, including any upgrades

Optional: A copy of a recent fee appraisal for the property, such as one done in connection with the purchase or refinance of the property.



How to Support Your Appeal

- Data errors and out-of-date information about your property can be managed quickly. Our staff members are here to help if you need to correct, update, or verify your property information.
- Qualifying property owners may benefit from one of the available property tax relief programs.
- Appeals must be based on value, not on the change in value or what the expected tax increase might be.
- If you know you're going to appeal your property value assessment, it is best to appeal **as early as possible and before the April 26, 2022, deadline** to ensure you can arrange and prepare for a hearing.
- You must appeal by **5:00 p.m. on April 26, 2022, to be considered.**



Key Reappraisal Dates

Effective Date of Reappraisal	January 1, 2022
Reappraisal Notices Mail Date	March 17, 2022
Board of Equalization and Review	Hearings begin after initial meeting on April 5, 2022
Deadline to Submit Real Property Appeal	5:00 p.m. on April 26, 2022
First Tax Bills Impacted by Reappraisal	Summer 2022



Appeal Deadline Date

All appeals must be submitted online or in writing by 5:00 p.m. on April 26, 2022.



Contact Information

Watauga County Tax Administration

Tax Administrator

Larry Warren

Address:

842 West King Street

Boone, NC 28607

Phone: (828) 265-8028

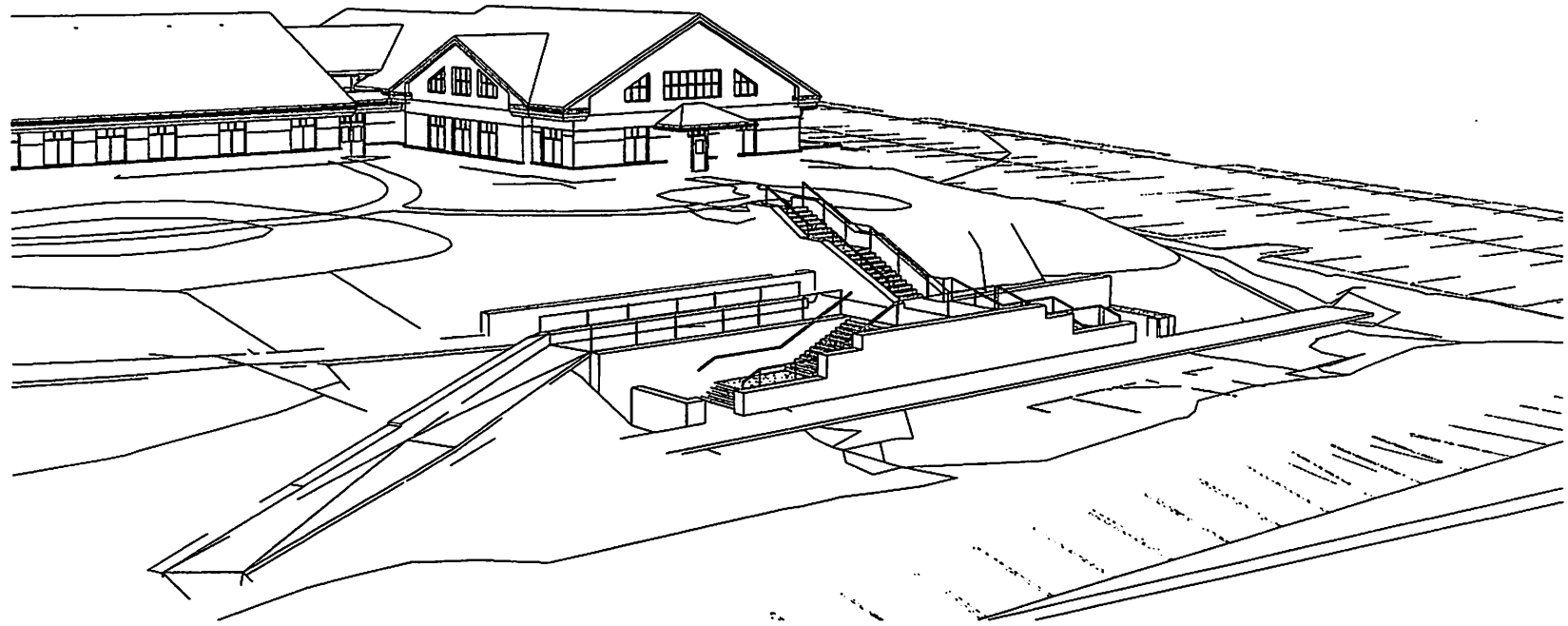
Fax: (828) 265-8140



Email: appeals@watgov.org

Website: <http://www.wataugacounty.org>





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Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
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Fire Marshal ♦ Emergency Management ♦ Communications

Proposal for Consolidation of the Boone PD Primary PSAP

This intent of this document is to identify questions and opportunities regarding the proposed consolidation of the Boone PD Primary PSAP under Watauga County Emergency Services. The consolidation of Primary PSAPs is a significant goal for the North Carolina 911 Board as the reduction in expenses coupled with the increased efficiency in service provision is a model that has been successfully replicated across our State. Below is a review of the current communications paradigm followed by a discussion of what consolidation may look like.

A Snapshot of the Current Structure

In Watauga County, there are three Primary PSAPs including Watauga County Emergency Services, the Town of Boone Police Department, and the Town of Beech Mountain Police Department. Each town serves as the Primary PSAP within its municipal borders while Watauga County serves all unincorporated areas of Watauga County plus the sections located in Watauga County for the towns of Blowing Rock and Seven Devils. Given the geographical considerations of Beech Mountain and that a significant portion of the municipality operates within Avery County, consolidation of that Primary PSAP has not been addressed to date. Beyond the Primary PSAP arrangement, the Town of Blowing Rock Police Department also contracts with the Town of Boone for administrative and operational support on nights and weekends including receiving administrative phone calls and law enforcement 911 calls transferred from the County. There are further issues to dive into that will be addressed in their respective sections.

PSAP Operations

Given the geographic proximity of the Town of Boone and County PSAPs coupled with the overwhelming majority of 911 calls coming from mobile devices there is a high rate of calls that are misrouted to the wrong PSAP (i.e. the Hospitality House is spot annexed into the Town but the cell sector is predominantly the County's responsibility, the result is we must transfer calls at that facility to Boone PD). The transferring of 911 calls is a routine procedure as we transfer calls to our surrounding counties on a regular basis, however there is a higher frequency of transfers between the Town and County.

The Town and County maintain separate Computer Aided Dispatch (CAD) systems and the records management systems are also not currently linked. While field operations are becoming more linked (for example, the law enforcement special response team is a county-wide, multi-agency team) the decentralized management of CAD, RMS, and mapping systems is antithetical to interoperability.

Law Enforcement Operations

Currently, each law enforcement agency is dispatched by their respective PSAP with Blowing Rock maintaining CAD for its officers during the day at the police department. This translates to multiple CADs operating in a relatively small geographic area, inhibiting any one agency from having a common operating picture even though the agencies routinely work together in the field. In addition, the agencies currently use different radio terminology which can easily be mitigated along with other operational concerns that result from consolidation with their executives. The law enforcement operations of WCSO and BPD account for a large volume of each center's traffic, and as such is a key consideration in the staffing model for a consolidated center.

Fire/Rescue/EMS Operations

With the exception of the Boone Fire Department's calls inside the Town limits, all fire departments are dispatched by Watauga County Emergency Services. While generally manageable, there is occasionally confusion on which PSAP the BFD has been dispatched by which can lead to bad data management, however the more concerning issue would be accountability and safety of the responders. In addition, the County is responsible for maintaining situational awareness and oversight of the EMS provider, Watauga Medics, Inc. The Town of Boone's PSAP dispatches Watauga Medics, Inc. for calls within the Town, however all patient transfers and activation of the back-up EMS provider (Watauga Rescue) occurs through the County PSAP. This can lead to confusion as EMS units must remember which PSAP they are talking to at the time for each call as well as the County managing the number of EMS units on calls by listening to Boone's radio traffic.

How does Consolidation Look?

Given the variables of call volume and the responsibilities of each agency, the current review of consolidation is to merge the Town of Boone PD PSAP under the County. This would allow for many improvements and fiscal efficiency including reduction in duplication while providing the common operating picture and unity of communication systems that all PSAPs currently lack. The below sections highlight points broken into Staffing, Operations, and Infrastructure.

Staffing

Currently, the County is authorized 14 full-time positions and the Town is authorized 8. At the time of writing there is one vacancy in the County and two in the Town, one of which being the recently vacated Communications Supervisor position. The County currently staffs three telecommunicators during peak hours and a minimum staff of two, with the Town staffing two at all times with a minimum staffing of one. Combining the two centers at their authorized capacity would allow for four telecommunicators to be on-duty 24 hours a day. This may be adjusted to five during peak hours and

three during low volumes, but this is subject to demand. The County would bring all current Boone Telecommunicators over at their current position as it aligns with the County's pay plan and position descriptions. Additionally, the systems and technical programs of the PSAP (i.e. CAD, MDIS, other programs) would continue to be supervised by the County's 911 Services Coordinator. The proposed consolidation would expand the number of Telecommunicator-Supervisors to four (one per shift) functioning under an Assistant Emergency Services Director for the Communications Division who would be responsible for supervising the first-line supervisors and the 911 Services Coordinator.

Operations

The operations of a consolidated communications center would allow for much more coordination between public safety agencies throughout the County. A single CAD system brings with it the ability of agencies across the system to have a common operating picture for the status of units, information pertaining to calls (that they have permission to view), and the ability to communicate directly via interagency chats that may not be appropriate for over the air transmission in an unencrypted environment. This common operating picture also reduces delays in identifying points where a neighboring agency may need help or when EMS units are busy on calls. While there are points to refine regarding agency-specific issues, including how the contract with the Blowing Rock Police Department will be honored, overall this setup would increase safety to the responders and provide increased service to the citizens of the entire County by reducing delays in relaying information between agencies.

Infrastructure

In addition to staffing, the biggest area to capture savings in consolidation is the infrastructure necessary to operate a PSAP. In this consolidation, the County already has the hardware and software licenses to immediately staff four positions with the room to add a fifth position rapidly. In addition to console positions, the County is already making the investment in new MCC7500e radios (a significant

cost of nearly \$500,000) along with backroom radio upgrades. The radio upgrades along with the conversion to ESINet for our 911 phone system brings us in alignment with industry standards and is an investment that the Town would no longer need. The County is also open to maintaining the fixed site equipment that belongs to the Town should the Town so desire. The consolidation provides savings of \$232,698 from what the Town of Boone currently budgets for the PSAP, with anticipated savings to grow as operations become a complete County function.

Cost

While there are significant cost savings to the Town of Boone with consolidating their PSAP, it goes without saying that many of those costs would be passed along to the County. As mentioned in the previous section, the infrastructure component is already largely handled by the County and is the biggest point of reduction when it comes to costs that are not directly passed along. However, staffing such an expanded center will bring on significant costs to the County. A separate budget document with specific line items is being addressed with staff and will be finalized prior to final adoption of any interlocal agreements.

Conclusion

As the County continues to invest in its emergency services infrastructure, the time is perfect to finally bring our agencies together under one roof for the safety and security of our Citizens. This paper serves as a rough draft to get the conversation started and we look forward to working with all partners in this endeavor.

Current Personnel							
Cost	Per TCI	Per TCII	8 FTEs at County Rates (5 TCI, 3 TCII)	Boone (8 FTE)*	Boone (8 FTE)**	Boone Staff Savings	
Salary	\$ 41,374.00	\$ 44,085.18	\$ 339,125.54	\$ 325,751.00	\$ 309,382.00	\$ 16,369.00	
FICA	\$ 3,165.11	\$ 3,372.52	\$ 26,357.91	\$ 24,920.00	\$ 23,668.00	\$ 1,252.00	
401K	\$ 2,068.70	\$ 2,204.26	\$ 17,227.40	\$ 16,289.00	\$ 15,469.00	\$ 820.00	
State retirement	\$ 4,733.19	\$ 5,043.34	\$ 39,416.28	\$ 37,170.00	\$ 35,300.00	\$ 1,870.00	
W/C	\$ 108.81	\$ 115.94	\$ 906.16	\$ 775.00	\$ 775.00	\$ -	
Cell phone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
457	\$ 360.00	\$ 360.00	\$ 2,880.00	\$ -	\$ -	\$ -	
Unemployment Insurance	\$ -	\$ -	\$ -	\$ 1,488.00	\$ 1,488.00	\$ -	
Life Insurance	\$ 33.60	\$ 33.60	\$ 268.80	\$ 816.00	\$ 816.00	\$ -	
Dental	\$ 333.60	\$ 333.60	\$ 2,668.80	\$ 5,568.00	\$ 5,568.00	\$ -	
Health insurance ** (County line includes \$1,000 HSA)	\$ 10,573.00	\$ 10,573.00	\$ 84,584.00	\$ 72,384.00	\$ 72,384.00	\$ -	
Subtotal	\$ 62,750.01	\$ 66,121.44	\$ 513,434.89	\$ 485,161.00	\$ 464,850.00	\$ 20,311.00	

*Provided by ToB, pre-Interim and other TCs resigning
 **ToB, Current/Vacant positions

Current Operations		
Cost	Boone	County
Total Costs Minus Staff	\$ 51,907.00	\$ 66,200.00
Operations Cost (50% estimate increase for County)	\$ 25,953.50	\$ 92,153.50

Annual Budget	
Estimated Add'l Costs to the County	\$ 539,388.39
Boone Subsidy	\$ 539,388.39
County Cost After Subsidy	\$ -
Boone Savings After Subsidy	\$ (2,320.39)

Initial Capital Cost	
Console (Radio)*	\$ 59,143.00
Network Items	\$ 8,000.00
Computers	\$ 2,000.00
CAD Merger*	\$ -

*May be partially E-911 Fundable



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
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Fax 828-265-7617



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Radio Infrastructure Update

While the public safety radio infrastructure has been a long-term project, it is with pleasure that we are able to report significant progress over the past year. This summary will provide the current status of the overall project and plans moving forward. This document does not intend to serve as a comprehensive review and as such I will be happy to provide answers to specific questions at the budget retreat. For clarification, VIPER stands for Voice Interoperability Plan for Emergency Responders and is the North Carolina Statewide 800Mhz public safety radio network.

System-wide Status

- The overall system plan has shifted to a simulcasted, primary VIPER concept of operations
 - o As previously discussed, the VHF spectrum is becoming increasingly prohibitive due to the changes in FCC frequency band allocation, looming requirement for 6.25Mhz narrowbanding, and geographical interference with Virginia, West Virginia, Tennessee, and other NC Counties
 - o The large majority of end users (law, fire, rescue, EMS) have obtained dual band radios that will be compatible with the changeover to a primary VIPER system
 - o Partnering with VIPER yields significant cost savings both in the initial construction and long-term operation costs.
- As the VIPER system is a statewide system under the supervision of NCSHP, the State Engineer for Motorola has taken the lead on verifying current and projected coverage with sites
- FCC relicensing of our current VHF pairs is not currently possible
- A new mandatory minimum radio template has been received by NCSHP, this is being incorporated into our operational plans for standardized radio templates

Communications Center (VHF/VIPER)

- The communications center's radios have been upgraded to include the rack-mounted radios and portables used as our required back-up
- The tower underwent a full inspection this year with only minor repairs needed
- The console replacement is currently pending a change in the grant scope with the NC911 Board. This is due to the talks of consolidation with the Town of Boone and updated console model information
- The integration of our consoles with VIPER in addition to going on the State's ESINet for 911 phones will allow for a fully remote and redundant option for our communications center operations



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Buckeye Knob (VHF/VIPER)

- The only current operation here will be determining any upgrades necessary for the tower once the radio design is complete

Rich Mountain (VHF, separate VIPER tower)

- The tower underwent a full inspection this year with only minor repairs needed
- The back-up generator has been installed and is working well
- The towerhouse is being evaluated for retrofit vs replacement
- NCSHP would like us to consider relocating their Boone tower to this site, requiring rebuilding of the tower and full retrofit of the building. Fortunately, the County had the foresight to upgrade the generator to NCSHP specifications. This partnership would yield significant opportunities.

Sampson (VIPER)

- The site is well under construction and anticipated to “go live” in late May
- The primary variable right now is a delay in the tower steel to arrive due to the warehouse being significantly damaged in December 2021 (Mayfield, KY tornado)

Powderhorn Mountain (VIPER)

- This site was donated by the Powderhorn POA to Stewart Simmons Fire Department for the purpose of constructing a tower
- Surveys have been completed, regulatory approvals and site engineering are underway

Transfer Station (VIPER)

- This site is being evaluated as the microwave hub for a simulcasted system and coverage for Meat Camp/Southern Boone/Deep Gap
- This site would be constructed at the top of the bike park, neighboring with existing towers.
- Access to the site would be via the existing road through the transfer station and extended to the top of the mountain.
 - o A bonus to putting in this gravel road would be emergency vehicle access to trails for injured citizens, drastically reducing access time and increasing safety

Elk Knob (VIPER)

- Current proposal is being reviewed again by NCDPS

Foscoe (VIPER)

- This site has moved to a new location based on real estate needs and is being reviewed by engineers