



**ROWAN COUNTY COMMISSION AGENDA**  
**October 3, 2016 - 3:00 PM**  
**J. Newton Cohen, Sr. Room**  
**J. Newton Cohen, Sr. Rowan County Administration Building**  
**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

*Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.*

- Consider Approval of the Minutes: September 19, 2016

1 Consider Approval of Consent Agenda

- A. TWCable Internet Upgrade and Renewal
- B. TWCable Library ERate Service
- C. Lease Termination for Urban Trends at West End Plaza
- D. Proclamation for Young Marines Red Ribbon Week October 23-31, 2016
- E. Set Public Hearing for ZTA 02-16 & STA 03-16 for October 17, 2016
- F. Purchase Chevrolet Tahoe for Emergency Services
- G. Declaration of Surplus Property at West End Plaza
- H. Award Bid for Airport North Ramp Rehabilitation and South Ramp Expansion
- I. Rockwell EMS Station Contract

2 Special Recognition - DSS One Church One Child Program

3 Special Recognition - Rowan County 4-H

- 4 Public Comment Period
- 5 Public Hearing For FY'2018 Community Transportation Program Grant
- 6 Public Hearing for Z 10-16
- 7 Second Reading for Proposed Revisions to Chapter 5 (Animals) of the Rowan County Code of Ordinances
- 8 Consider Approval of Board Appointments
- 9 Adjournment

*Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.*

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** September 22, 2016  
**SUBJECT:** Consider Approval of the Minutes: September 19, 2016

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
September 19, 2016 Minutes	9/22/2016	Cover Memo

Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

**DRAFT**

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

September 19, 2016 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Judy Klusman, Member  
Craig Pierce, Member

County Manager Aaron Church, Clerk to the Board/Assistant to the County Manager Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

#### **CONSIDER ADDITIONS TO THE AGENDA**

Chairman Edds requested to add a memorandum from Airport Director Thad Howell regarding a recommendation from the Airport Advisory Board to change the name of the Rowan County Airport to the Mid-Carolina Regional Airport. Chairman Edds said if approved, he would like to add the issue as item N to the Consent Agenda.

Commissioner Pierce moved approval of the addition, followed by a second from Commissioner Klusman. The motion passed unanimously.

#### **CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

#### **CONSIDER APPROVAL OF THE AGENDA**

Commissioner Greene moved, Commissioner Klusman seconded and the vote to approve the agenda passed unanimously.

Equal Opportunity Employer



**CONSIDER APPROVAL OF THE MINUTES**

Commissioner Greene moved, Commissioner Klusman seconded and the vote to approve the minutes of the September 6, 2016 Commission Meeting passed unanimously.

**1. CONSIDER APPROVAL OF CONSENT AGENDA**

Commissioner Pierce moved approval of the Consent Agenda (as amended). The motion was seconded by Commissioner Klusman and passed unanimously.

The Consent Agenda consisted of the following:

- A. Resolution Allowing Retiring Officer (Ricky Vanhoy) to Purchase Service Sidearm
- B. Set Public Hearing for October 3, 2016 for FY '18 Community Transportation Grant
- C. RCHD Dental Grants
- D. Refunds for Approval
- E. MV Transportation Contract Renewal
- F. Consider Approval of FSW 01-16
- G. Grant Request for One Church One Child
- H. Task Order 2016/17-01 HDR General Services
- I. Request to Accept Grant for Regional 911 Backup Center
- J. Task Orders for Health Dept. and Detention Center Roofing System
- K. Termination of Lease with Payless Shoe Source
- L. Phase II Part 2 Re-roofing of West End Plaza
- M. Consider Authorization for Vehicle Replacement
- N. Rename the Rowan County Airport to the Mid-Carolina Regional Airport (addition to the Consent Agenda)

**2. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. The following individuals came forward:

- Theresa Pitner said she was present to thank the Board for its support of a dog park in the City of Salisbury.

With no one else wishing to address the Board, Chairman Edds closed the Public Comment Period.

**3. QUASI-JUDICIAL HEARING FOR CUP 07-16**

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for CUP 07-16 to be in session. Chairman Edds said the hearing would focus on an application submitted by O2emc, LLC (Company) to construct a 5 megawatt solar energy system on Tax Parcel 762-006 located at the 2100 block of Graham Road.

The Clerk swore in those wishing to provide testimony in the case.

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and provided a power point presentation (Exhibit C) as he reviewed the application. Mr. Stewart said the Company was requesting a conditional use permit (CUP) to construct a five (5) megawatt photovoltaic solar energy system on a 44.2 acre portion of a 103 acre parcel owned by William Barber located at the 2100 block of Graham Road, referenced as Tax Parcel 762-006.

Using the power point (Exhibit C), Mr. Stewart showed the site in question as well as the surrounding area.

Mr. Stewart highlighted the conditional use requirements and evaluation criteria contained in the Staff Report (Exhibit B).

Mr. Stewart reviewed the procedures for the Commissioners for consideration of approval of the application.

Chairman Edds opened the floor for testimony from those that had been sworn. The following came forward:

- Tony Pezo and Logan Stevens with O2emc, LLC said they were in attendance to answer any questions the Board might have regarding the application. Mr. Logan said the application was the third solar application for their company in Rowan County.

Commissioner Greene asked if the site was visible from Graham Road. Mr. Stevens responded there was one small gap; however, he said the location was well buffered.

With no one else coming forward to provide testimony, Chairman Edds closed the public hearing.

Commissioner Pierce moved that the development of the property in accordance with the proposed conditions would not materially endanger the public health or safety:

FACT: The proposed warning signage and security fence will caution individuals of potential hazards while restricting unauthorized access.

FACT: Site construction will be in accordance with the Building Inspections Department and engineering certifications to ensure the panels are properly installed and securely anchored.

The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved that the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

Fact: No material evidence was presented suggesting this request would injure property values.

The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved that the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

**FACT:** Solar energy systems that comply with specific criteria found in section 21-60 of the Zoning Ordinance are generally accepted as compatible uses in rural areas and with other uses the RA zoning district.

**FACT:** The passive nature of a solar facility would serve as an appropriate neighbor to the surrounding active farmland.

**FACT:** The facility would have minimal visibility from adjacent residential uses and traffic along Graham Road.

**FACT:** Solar energy systems do not generate significant levels of noise, odor, glare, or dust.

The motion was seconded by Commissioner Klusman and passed unanimously.

Commissioner Pierce moved to approve CUP 07-16 with the conditions for approval. The motion was seconded by Commissioner Klusman and passed unanimously

**4. QUASI-JUDICIAL HEARING FOR PCUR 03-16**

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the public hearing for PCUR 03-16 to be in session. Chairman Edds said the hearing would focus on an application submitted by Venture Properties VII (Venture) for property located at 6300 Bringle Ferry Road. The purpose of the application was to rezone a 2.21 acre portion of a 4 acre parcel referenced as Tax Parcel 621-021 from Rural Agricultural (RA) to Neighborhood Business (NB) with a conditional use district to accommodate a retail store.

The Clerk swore in those wishing to provide testimony in the case.

Chairman Edds said if any member of the Board felt they had a conflict of interest in hearing the case, they were to address the concerns to the Board. Chairman

Edds went on to state he was aware some board members had received calls and some had been to the site. Chairman Edds asked each Commissioner if they felt the information could be heard with an open mind.

Commissioner Pierce stated he had been contacted by citizens and had been to the site. Commissioner Pierce said he had actually done work in several of the homes that surround the area. Commissioner Pierce said he had no problem basing a decision on the facts.

Commissioner Greene stated he had received calls and had been to the site. Commissioner Greene said he had no connections to anyone in the area and he felt he could take the information and make a decision without any prejudice.

Chairman Edds said he had also received calls and had visited the site. Chairman Edds said he was open to the meeting.

Commissioner Klusman said she had received emails and had spoken with several people and did not find any conflict whatsoever.

Commissioner Caskey said he was good with considering the application.

Senior Planner Shane Stewart presented the Staff Report (Exhibit B) and provided a power point (Exhibit C) as he discussed the application and described the surrounding area. According to the Staff Report (Exhibit B), Venture, represented by Ronnie Walsh, was requesting a parallel conditional use rezoning for a 2.21 acre portion of a 3.98 acre tract referenced as Tax Parcel 621-021 owned by Leonard and Phyllis Clark located at 6380 Bringle Ferry Road from RA to NB with an accompanying conditional use permit to accommodate a 9,100 square foot retail store. The remaining 1.77 acres not part of the rezoning would consist of a 1.27 acre parcel created to relocate the Clark's residence and associated storage buildings, and a ½ acre portion combined with Tax Parcel 621-027 owned by Richard Shue.

The adoption of ZTA 01-16 on September 6, 2016 amended the Zoning Ordinance to remove the option of conditional use rezoning in favor of conditional zoning for all applications received after ordinance adoption. Per North Carolina General Statute § 153A-320.1 and 143-755, if a rule or ordinance changes between the time a permit application is received and a permit decision is made, the permit applicant is afforded the choice of which version of the ordinance would apply to their request. The applicant expressed a desire to continue under the conditional use rezoning process.

Mr. Stewart highlighted the site plan, zoning and evaluation criteria contained in the Staff Report (Exhibit B).

Due to citizen concerns raised at the Planning Board meeting regarding accidents at the intersection, Mr. Stewart said Planning Staff obtained 911 call logs from the past five (5) years with a total of fifteen (15) vehicle accidents around the area. Mr. Stewart said Staff had also obtained a figure from the NC Department of Transportation (DOT) to compare the intersection with the statewide average for vehicle accidents. The DOT captured 8 accidents within the same timeframe for the area.

Procedurally, Mr. Stewart said the Board would need to first consider the rezoning element with a statement of consistency and reasonableness. The Staff Report (Exhibit B), according to Mr. Stewart, contained what the Planning Board determined as their statements of reasonableness and consistency. The next item the Board would move into would be the consideration of the rezoning itself, a conditional use district. Mr. Stewart said the third item for the Board would be the findings of fact should the Board rezone the property to NB. The final item would be for the Board to consider the conditional use permit element. Mr. Stewart directed the Board to page eight (8) of the Staff Report (Exhibit B) for the Planning Board's statements and also said staff had examples for consideration to be passed out as well.

Commissioner Caskey asked if there was only the main entrance off Providence Church Road. Mr. Stewart confirmed and said there would have been a turn lane required for access on Bringle Ferry Road.

Commissioner Klusman inquired as to how many feet there were from the actual stop sign to the driveway. Mr. Stewart said he would have to look at his files but estimated 200 feet.

Commissioner Klusman asked about the severity of the eight (8) accidents at the intersection. Mr. Stewart referred to a report from the NCDOT (Exhibit D) indicating there was one (1) fatal accident, two (2) non-fatal injuries, three (3) total injuries, and five (5) property damaged crashes.

Chairman Edds asked the petitioner or their representatives if they wished to address the Board. The following individuals came forward:

- Derek Goddard, Blue Ridge Environmental Consultant, the civil engineering firm for project, 126 Executive Drive, Wilkesboro, NC. Mr. Goddard said he represented Venture Properties and the rezoning application for the Dollar General (DG) project. Mr. Goddard said the DOT had issued a driveway permit for site, which meant the DOT had reviewed all aspects of the site to determine the safety of the site entrance. Mr. Goddard pointed out the traffic at the site was well below state average. Mr. Goddard emphasized that even one (1) accident was one (1) too many, and went on to say the traffic would be slower from the side entrance off of Providence Church Road. Mr. Goddard pointed out the Clarks residence would be relocated on the property and, by default,

would also be the closest neighbor to the store. The Clark's, according to Mr. Goddard, were not concerned about lighting, safety, noise, etc., and asked the Board to keep the Clark's opinion in mind during the deliberations.

In response to a question from Chairman Edds, Mr. Goddard said the Clark's house and outbuildings would be relocated. Mr. Goddard said great lengths had been taken to provide adequate buffers in the site plan providing the best protection for the surrounding properties. Mr. Goddard felt the efforts had gone above and beyond what the neighborhood business rezoning would require. Mr. Goddard asked to reserve the right to testify again should a technical issue come up.

- Ronnie Walsh, with Venture Properties, elaborated on what Mr. Goddard had shared. Mr. Walsh said not only do the Clarks offer support but Mr. and Mrs. Shue, adjacent property owners to the west, were there to voice support, as well. Mr. Walsh said three (3) of the four (4) folks most affected and adjacent to the store were present to support the petition. Mr. Walsh said there has been a lot of concern pertaining to traffic accidents. Mr. Walsh said the accident history indicated it was less than half the state average. Mr. Walsh said in the report the Planning Department Staff presented, the traffic count along Bringle Ferry Road was 3600 cars per day, which was under the NCDOT published capacity of 14,600 per day. The traffic along Providence Church Road was 1500 cars per day and well under the NCDOT published capacity of 13,600. Mr. Walsh discussed the Planning Departments' numbers regarding trips generated by the development, measured at 510 trips per day. Mr. Walsh said a good DG store generated about half the number of trips, but there was no factual information for him to validate the number. Mr. Walsh said in making an assumption the development would generate 510 trips per day and the current traffic on Bringle Ferry is 3600 per day, the increase in traffic due to the DG would amount to about 14%. Mr. Walsh said a lot of the trips would be people in transit along the road anyway. According to Mr. Walsh, in looking at the numbers, there would be the expectation of two (2) additional accidents over the course of five (5) years, or one every 2.5 years as the result of increased traffic. Mr. Walsh explained that three (3) of the accidents occurred during hours that were outside of a DG normal operating hours. Mr. Walsh said that based on the County's projections, the increase in traffic would not contribute significantly to the number of accidents and injuries. While there would be an increase in traffic, Mr. Walsh stated it would not create the traffic hazard that had been portrayed. Mr. Walsh reiterated the DOT had issued the driveway permit and was the responsible agency charged in determining traffic safety.

Mr. Walsh said he was not going to elaborate on the facts the DG would be good for Rowan County by creating and expanding the tax base, generating tax dollars the County needed, the fact that jobs would be created, and the DG would provide an economic benefit to all residents of the community.

Mr. Walsh said he was asking the Board to support the position of the two (2) most affected adjacent property owners. Mr. Walsh went on to ask the Board to support the Planning Staff's recommendations contained in the Staff Report (Exhibit B), which stated:

- The request meets the NB District purpose and intent as a retail operation to serve a small trading area, land use plans recommendations for NB designation, and is located on a corner lot of a major and minor thoroughfare.
- The proposed development subject to Special Restrictions (SR) in the NB district and recommendations from the land use plan could generate a development more conducive to the surrounding properties than allowed in the Residential Agriculture (RA) subject to SR.
- Noise levels should experience a minimal increase during business hours from vehicle entering and exiting the site
- The proposed site plan provides thirty (30) spaces compared to the twenty-six (26) required by the Zoning Ordinance. The site is designed to facilitate on-site movements without a need to back out on Providence Church Road, thereby minimizing traffic impact in the immediate vicinity of the site.
- Based on the purpose and intent of the NB district and land use plan recommendations, the request appeared to be a reasonable zoning designation.
- The Statement of Consistency, PCUR-03-16 is consistent with Area 2 of the Eastern Area Land Use Plan based on the plan calling for mixed uses and service oriented development for that area. The Statement was approved and adopted by the Rowan County Planning Board, which is comprised of people appointed by the Commissioners to help make these decisions.
- The Statement of Reasonableness as adopted by the Rowan County Planning Board, stating PCUR-03-16 is reasonable because of frontage on two thoroughfares. It is also reasonable because of the architectural standards in the plan mitigate the effect on neighboring parcels.
- Rely on the NCDOT, who is charged with the responsibility of ensuring the safety of traffic movement, who have indicated their approval through the issuance of the driveway permit.
- The overwhelming recommendation of the Rowan County Planning Board, who by a vote of 5-1, recommended approval of the petition.

Chairman Edds then reviewed the public hearing rules and opened the floor for testimony from those that had been sworn. The following came forward:

- Jennifer Morrow, 2040 Providence Church Road, spoke in opposition. Ms. Morrow addressed the number of traffic accidents, the creating of more jobs, and the potential to hurt other local businesses.
- Nancy Wyrick, who is building a home at 1401 Providence Church Road, spoke in opposition, addressing spot zoning and the visual impact to the area.
- Mike McNeely, 620 Ned Marsh Road, who had been at his residence for 25 years spoke in support of the application. Mr. Marsh recommended a speed limit reduction on Bringle Ferry Road. Mr. Marsh also pointed out those camping at Dan Nicholas Park could utilize the DG.
- Alisha Wilson, 320 White Grove Road and an employee of Tamarac Marina, spoke in opposition. Ms. Wilson felt DG would affect employment to the community businesses. Ms. Wilson asked the Board to support the local businesses and say no to Dollar General.
- Leonard Smith, 6445 Bringle Ferry Road, spoke in opposition. Mr. Smith presented the Clerk with a petition (Exhibit E) of signatures of those in the area who did not want the DG in the neighborhood.
- Leonard Clark, 6380 Bringle Ferry Road spoke in support of the application. Mr. Clark pointed out many senior citizens are on fixed incomes, have no transportation and rely on others to help get their groceries. Mr. Clark said the majority of those who shop at DG will be those in the community.
- Danny Moss, 102 Sunfish Terrace, Fisherman's Cove, spoke in favor and described himself as one of the senior citizens Mr. Clark referred to. Mr. Moss discussed the added benefit of law enforcement presence in the area and how it would help the community.
- Sonya Baxley, 220 Hayley Road, spoke in opposition. Ms. Baxley discussed the potential for increased traffic that she felt would affect the safety of the number of cyclists and runners that go through the area. Ms. Baxley said when in the country, people do not want to see what she felt would be an eyesore.
- Desiree Lane, 580 Davis Drive, spoke in opposition. Ms. Lane said her family had put the construction of their home on hold when they learned of the potential of the DG in the area.
- Joel Earnhardt, 875 Shaver Road, spoke in favor. Mr. Earnhardt spoke on how the DG would prevent him from driving further for supplies needed for his family.
- Dan Harrington, 6430 Bringle Ferry Road, spoke in opposition. Mr. Harrington did not feel the area needed another store on the road. Mr. Harrington did not feel the citizens in the area wanted to take a beautiful residential community and start building stores there.

- John Wiser, 1565 Providence Church Road, spoke in favor of the application. Mr. Wiser said he would continue to support the other local stores; however, he felt the DG would offer items other businesses in the area do not.
- Ms. Clark, 6380 Bringle Ferry Road, owner of the property, spoke in favor. Ms. Clark spoke on issues facing senior citizens and how the DG request came about. Ms. Clark highlighted a newspaper article regarding contributions to the community made by DG.
- Patrick Broadway of 6435 Bringle Ferry Road spoke in opposition to the application. Mr. Broadway said he had another home at 6400 Bringle Ferry Road. Mr. Broadway disagreed with putting a business in a residential area and he also mentioned the number of traffic accidents in the area.
- Amanda Smith, 2050 Providence Church Road, spoke in opposition. Ms. Smith spoke on various safety issues, mainly dealing with traffic.
- Michelle Marr, 145 Partridge Trail, spoke in opposition. Ms. Marr shared that most of the names on the petition (Exhibit E) were citizens from Providence Country who did not want a DG in their backyard.

With no further testimony to be provided, Chairman Edds closed the public hearing.

Chairman Edds stated the Board needed to decide whether to approve the rezoning.

Commissioner Pierce moved to deny PCUR-03-16. Commissioner Klusman seconded for discussion.

Commissioner Pierce said in any rezoning there are always those who benefit and those who do not. Commissioner Pierce said he appreciated the situation of the Clarks, and it was not easy to tell people they were not going to get what they want. Commissioner Pierce said he was familiar with area and people moved to the area to get away from the city by choice. Commissioner Pierce said he did not feel it was fair to ask citizens to give up the choice to live in the county for the benefit of the DG. According to Commissioner Pierce, Dan Nicholas Park is the third most visited park in the state so there is going to be traffic. Commissioner Pierce said the citizens owning properties in the area deserve to have their property rights protected. Having the building in the area, according to Commissioner Pierce, would not increase property values, but rather be detrimental long term. Commissioner Pierce said he did feel there were elderly who could benefit, but hoped the good neighbors would assist in taking care of those elderly citizens. Commissioner Pierce went on to say he could not ruin the property value of hundreds of houses for the benefit of a few people that would be able to use the store out of convenience. Commissioner Pierce said he could not support the request.

Commissioner Klusman said it was a difficult when you found yourself in a position of having to sell because of needed income. Commissioner Klusman went on to say she had a problem with spot zoning and wished the store was going in next to other businesses further down the road. According to Commissioner Klusman, part of the attraction to come to Rowan County is to see the beautiful open land on the way to Dan Nicholas Park. Commissioner Klusman said she was not ready to support the change and supported denying the request.

Commissioner Greene said he felt the current Board was pro business. Having gone out and looked at the area, Commissioner Greene said there was a business that had been in the community for approximately 30 to 40 years and a church down the road. Commissioner Greene said while he would like to support any business coming into Rowan County, the request seemed to meet the guidelines of spot zoning and he could not support the request.

Commissioner Caskey said these types of applications were always tough when talking about property rights. In a perfect world, Commissioner Caskey said everyone should be able to do what they want with their property. Commissioner Caskey said he had not made up his mind when he came to the meeting but the issue he felt most problematic was the traffic issue. Commissioner Caskey said he would prefer an entrance off Bringle Ferry Road with a turning lane. Commissioner Caskey stated he visited the local DG in his community at least once a week as it was very convenient. Commissioner Caskey felt the DG in his area was a better fit based on surrounding businesses compared to the request before the Board. Commissioner Caskey said he did not feel the site selected was the best fit for the area.

Chairman Edds said tonight people had talked about protecting other businesses in the area. Chairman Edds said the Board could not protect the other businesses in the area nor could the Board pick the winners or losers. According to Chairman Edds, growth was coming and in long run the Board would not be able to protect these areas. Chairman Edds said as he looked at the map, he had a problem with the request in that everything on the map was residential with one exception. Chairman Edds discussed the fact the County had just finished a Parks and Recreation Plan and it referred over and over to the gem the County had in Dan Nicholas Park. Chairman Edds said there was a DG located near his home, but not right in his neighborhood. Chairman Edds said it was a hard case to say no to and especially while trying to bring economic growth to the County. Chairman Edds said it did not do any good to bring in growth if property values were reduced.

Chairman Edds said if the Board was moving toward denial of the request, there was a Statement of Consistency and Reasonableness that must be approved or denied.

Commissioner Pierce moved approval of the following Statement of Consistency (Exhibit F):

Although the East Rowan Land Use Plan indicates the Neighborhood Business (NB) district is considered appropriate along identified thoroughfares, the plan does not assume all 131.61 miles of minor and major thoroughfares within the plan area are suitable for NB designation. The land use plan does not identify this location as a “key intersection” for community node designation nor does the Board of Commissioners view this intersection as having the necessary characteristics for designation as a new community node.

Commissioner Greene seconded and the motion passed unanimously.

Commissioner Pierce moved the following Statement of Reasonableness (Exhibit G):

1. This request fails *the size and nature of the tract* test for spot zoning decisions as identified by North Carolina court decisions as this proposal totals 2.21 acres affecting only one property owner.
2. This request also fails the *compatibility with existing plans* test as identified in the statement of consistency.
3. With the exception of a small automotive repair facility at 1940 Providence Church Road, the nearest active CBI zoned area is 1.06 miles away containing the High Rock Boat and Ski Club restaurant.
4. The 102 acre Residential Suburban zoned Providence Country subdivision is located 217 feet west of the rezoning boundary. As such, the Neighborhood Business designation would be inconsistent with the purpose and intent of the Residential Suburban zoning district which states, “The purpose of this zoning district is to protect existing residential neighborhoods and promote the creation of more residential neighborhoods.... Commercial uses, business uses and multifamily uses are generally not allowed.”

Commissioner Greene seconded and the motion passed unanimously.

Commissioner Pierce moved to deny PCUR 03-16. Commissioner Greene seconded and the motion carried unanimously.

Chairman Edds called for break at 7:46 p.m.

Chairman Edds reconvened the meeting at 7:55 p.m.

**5. PUBLIC HEARING AND INITIAL ECONOMIC IMPACT STUDY PRESENTATION – EDC “PROJECT F2”**

Robert Van Geons, Executive Director of the Rowan County Economic Development Commission, presented an impact study for the proposed expansion of FillTech USA (Company) in Rowan County.

Mr. Van Geons said the Company was originally known as a small, local manufacturer that specialized in lip balms. Since its founding in 1995, the Company has operated a manufacturing facility on West Main Street in Rockwell. In 2008 the struggling Company was purchased by Dennis and Cookie Jones.

The Company has since modernized its manufacturing process, acquired several new clients and greatly expanded its product line. Under the leadership of the Jones', the Company is thriving and has a primary focus on items such as high quality lip balms, sunscreens, hand sanitizers and other personal care products for leading retailers such as Food Lion, Walmart, Dollar Tree, CVS and Walgreens.

The Company has 37 fulltime employees and would like to construct a new, 40,000 square foot production facility. The Company estimates it will invest approximately \$4 million in construction and equipment for the proposed project. The Company plans to create 23 new jobs over the next 2 to 3 years with an average starting salary of approximately \$21,224.

Mr. Van Geons said the proposed facility would increase the County's tax base by approximately \$265,000 in increased tax revenue over a 10-year period.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed project. The following individuals came forward:

- Reverend Michael Taylor spoke in support of FillTech USA. Rev. Taylor described the Jones' as great supporters of veterans in Rowan County, as well as the Shield A Badge Program. Rev. Taylor asked the Board to approve the Company with the financial assistance needed for the expansion.
- Dennis Jones thanked the Commissioners for their public service. Mr. Jones discussed his vision for the business in Rockwell. Mr. Jones said he and his wife traveled the world providing mission services and liked to give away the blessings he said the Lord had given them. Mr. Jones said he and his wife felt they had a mission in Rockwell and his vision was to provide jobs and invest in people as opposed to business.

Mr. Van Geons offered up that the Company was also making application to the State and the project was pending final approval at the State level, as well.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Greene questioned the significance of the State's involvement in the project. Mr. Van Geons responded the County had a number of pending applications with the State and the County should receive a response shortly.

Chairman Edds recapped the details of the incentive agreement. Chairman Edds thanked the Jones' for being good citizens and staying in Rowan County.

Commissioner Caskey said it was always good to have new jobs in the County. Commissioner Caskey said the project was special to him in that he knew several of the employees there. Commissioner Caskey said while he had never met the owners before, he could tell having met them now, the corporate culture comes from the top down. Commissioner Caskey said he had met some of the employees through community outreach projects helping those less fortunate. Commissioner Caskey said he was glad the County could help the Company grow.

Commissioner Greene moved to accept the proposal from Mr. Van Geons. The motion was seconded by Commissioner Pierce and passed unanimously.

**6. PUBLIC HEARING FOR PROPOSED REVISIONS TO CHAPTER 5 (ANIMALS) OF THE ROWAN COUNTY CODE OF ORDINANCES**

Chairman Edds reported there were two (2) copies of proposed text amendments in the agenda packet, one from Staff and one from Commissioner Pierce.

Commissioner Pierce explained that Animal Services Director Bob Pendergrass had gone through the original ordinance (Animals) to update the text with the current administration. Commissioner Pierce recapped the administration changes that occurred over the past to the current restructuring of Animal Services.

Commissioner Pierce said the main changes dealt with dogs. The changes were intended to provide environments that would be more humane for the animals. Commissioner Pierce highlighted several changes, which included the types of restraints to be used and requiring a 4-sided shelter off the ground, and shaded.

Commissioner Pierce said Mr. Pendergrass had developed a brochure that would capture the regulations, as well as recommendations for animal care. Each owner would be given the brochure when adopting from the Animal Shelter. Commissioner Pierce praised Mr. Pendergrass for his assistance with the proposed text and said it was the County's goal to be the number one shelter. Commissioner Pierce also thanked the rescue groups that had provided input with the proposed revisions.

Chairman Edds opened the public hearing to receive citizen input. The following individuals came forward:

- Peggy Mills of Spencer spoke in favor of the ordinance changes.
- Robert Kohl shared that his wife had decided she would like to become a volunteer at the Animal Shelter. Mr. Pendergrass responded from the audience he had only recently received the application.
- Mandy Nance spoke in favor of the ordinance changes.

With no one else coming forward to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved to approve the proposed revisions to Chapter 5 (Animals) of the Rowan County Code of Ordinances, the combined Commissioner and Staff recommended amendments. Commissioner Klusman seconded the motion.

Commissioner Greene inquired as to the burden the changes would put on staff and how many additional staff would be needed to enforce the laws regarding housing and tethering of dogs. Mr. Pendergrass said the goal would be for staff to check the items as part of routine investigations, as opposed to going out and seeking the changes overnight.

Commissioner Greene expressed concern the changes would be a burden on staff based on what had been occurring with Animal Services over the last year. Mr. Pendergrass said he could not honestly project how the changes would affect staff.

Commissioner Pierce addressed Commissioner Greene's concern by saying the intent was not to have staff ride around in trucks trying to police the changes. Commissioner Pierce said the intent was to say, "moving forward, as you adopt an animal, these are the requirements we want you to have and these are the recommendations the County is making to you for proper care for your animal." Commissioner Pierce gave an example of Animal Control being called out and the officer observes a dog on a chain and being housed in a barrel, the office can hand the owner a brochure with details regarding the regulations. The officer could advise the owner has 30 days to comply or be fined. Commissioner Pierce said the changes were not to require officers to ride through neighborhoods looking for violators.

Commissioner Klusman inquired as to the number of volunteers who had applied to work at the Animal Shelter. Mr. Pendergrass estimated there were ten (10) to eleven (11).

Commissioner Klusman pleaded for volunteers and said with the new cat wing, the County would have more animals and the County could not afford to hire people to manage the numbers.

Chairman Edds questioned the requirement for outside cats to have a shelter. County Attorney Jay Dees said the Board could add felines to the list of exempt animals.

Barbara Hart, who was in the audience, was asked her opinion and she agreed cats should be excluded from the requirement for an outside shelter.

In response to an inquiry from Chairman Edds, Commissioner Pierce was agreeable to strike the language regulating aquatic or semi aquatic animals.

Commissioner Pierce amended the motion to include the two (2) recommended changes (add felines to the excluded list and to strike aquatic or semi aquatic animals).

Upon being put to a vote, the amended motion to approve the changes to Chapter 5 of the Rowan County Code of Ordinances passed 4-1 with Commissioner Greene dissenting.

(In accordance with Chapter 2 of the County's Ordinances, text amendments with a majority vote require a second reading. Therefore, the proposed changes will be presented again at the next Board of Commissioners meeting).

## **7. CONSIDER APPROVAL OF ROCKWELL EMS STATION BIDS**

County Manager Aaron Church said the Rockwell EMS Station project had been redesigned and put out for bid a second time. The bids were received on September 8, 2016.

Mr. Church reported the base bid was \$513,000 and alternate #1 for an exterior brick veneer was \$18,250. The bid was from Crescent Construction for a total of \$531,250.

Commissioner Caskey expressed pleasure the project was to the point the Board could vote on the matter. Commissioner Caskey also felt the Board should approve the brick veneer. Commissioner Caskey added that funds for the project were excess funds from the ¼ cent sales tax for the communication tower and satellite jail. The funds were excess after the loans had been paid.

Commissioner Caskey moved to approve the bid price and the exterior brick veneer for a total of \$531,250 for the Rockwell EMS Station. The motion was seconded by Commissioner Pierce and passed unanimously.

**8. FINANCIAL REPORT**

Finance Director Leslie Heidrick provided the board with several graphs depicting the County's financial status for the fiscal year. The first graph was for annual cumulative revenue comparisons. Through the month of August, Ms. Heidrick said revenues were a little lower than the last two (2) years and in talking with the Tax Administrator the figures are due to the timing of when property taxes were received. Ms. Heidrick anticipated the figures would level out in September.

The second graph was cumulative expenditures, which showed the County had spent more than what appeared to be reasonable. Ms. Heidrick said the reason was due to three (3) pay periods in the month of August, which was the majority of the increase.

The third graph depicted property tax collections and showed property tax collections for the month of July were down. Ms. Heidrick said next month the Board would see that property taxes would be greater than they were in the year before.

The last slide highlighted sales tax revenues and showed revenues recorded for the month of May and received in August continued a downward trend. Ms. Heidrick said the County still received back \$80,000 more in August 2016 than in August of 2015. Ms. Heidrick said year to date the County was up approximately 9% in sales tax revenue.

**9. CONSIDER APPROVAL OF BUDGET AMENDMENTS**

Finance Director Leslie Heidrick presented the following budget amendments for the Board's consideration:

- Finance – To recognize reserved funds from FY 2016 for Animal Services – Grassroots Program - \$12,354
- Finance – To recognize funds from FY 2016 for Cooperative Extension - \$50,199
- Finance – To recognize reserve funds from FY 2016 for Emergency Services - \$6,846
- Health Department – Increase revenue and expenses for Environmental Health's Serve Safe Classes - \$2,600
- Health Department – Budget action to align county budget and State Agreement Addendum (Healthy Communities) - \$124
- Health Department – Increase revenue and expenses for immunizations - \$3,600
- Finance – Recognize reserved funds from FY 2016 for Library - \$24,294
- Finance – Recognize reserved funds from FY 2016 for Parks and Recreation - \$33,439
- Finance - Recognize reserved funds from FY 2016 for Register of Deeds - \$173,974

- Finance – Budget for riot gear for Sheriff employees as approved by the BOC on August 15, 2016 - \$60,000
- Finance - Recognize reserved funds from FY 2016 for Soil and Water - \$1,269
- Finance - Recognize reserved funds from FY 2016 for DSS (One Church One Child \$36,022; Special Child Adoption Funds \$129,241)
- Finance – Appropriate Fund balance and expenditures for FY 2016 General Fund encumbrances (Restricted \$472,300; Unrestricted \$1,442,099)
- Finance – Budget FY 2017 Comingled Recycled Collection Grant and the FY 2017 Waste Reduction and Recycling Grant awarded to Environmental Management - \$51,000
- Finance - Recognize reserved funds from FY 2016 for Environmental Management for E-Waste Management Program - \$12,245

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously.

**10. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 8:47 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board/  
Assistant to the County Manager

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Randy J. Cress, CIO  
**DATE:** 9/20/2016  
**SUBJECT:** TWCable Internet Upgrade and Renewal

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Attached is the updated service agreement to increase Internet connection speeds approved within the FY16-17 budget for primary Internet service and (12) of our remote sites.

These services are currently budgeted and in use at all facilities. This updated service agreement will increase connection speeds at all locations and include equipment replacement required.

The total annual cost for this contract is: \$67438.56  
Total one-time cost for all upgrades: \$725.00

Rowan County Information Systems recommends that the Board approve of the TimeWarner Cable service agreement with a total annual cost of: \$67438.56.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Service Agreement	9/20/2016	Cover Memo

Account Executive: Gregg Bobick  
 Phone: 704/512-1124 Ext:  
 Cell Phone: +1 7045121124  
 Fax:  
 Email: gregg.bobick@twcable.com

**Business Class Customer Service Order**

**Order # 7684641**

Customer Information: Customer Code		
<b>Business Name</b>	ROWAN COUNTY INFORMATION SYSTEMS	<b>Customer Type:</b> Existing Customer
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
*****0336		
<b>Billing Address</b>		
<b>Attention To:</b>		<b>Account Number</b>
130 W INNES ST APT RR SALISBURY NC 28144		5180545-02
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Randy Cress	7046335761	cressrj@rowancountync.gov
<b>Authorized Contact</b>		
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Randy Cress	7046335761	cressrj@rowancountync.gov
<b>Technical Contact</b>		
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>
Justin Crabtree	(704) 216-8133	justin.crabtree@rowancountync.gov

<b>Internet and Video Order Information For</b> 3615 Nc 152 W China Grove NC 28023
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 3975 Statesville Blvd Salisbury NC 28147</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 134 East Garden St. Landis NC 28088</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 11130 Statesville Blvd Cleveland NC 27013</b>
<b>Service Type</b>
High Speed Internet (HSD) High Speed Internet (HSD)

<b>Internet and Video Order Information For 6800 Bringle Ferry Rd Salisbury NC 28146</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 425 Airport Rd Salisbury NC 28147</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 3670 Airport Loop Salisbury NC 28147</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 3541 Old Mocksville Rd Salisbury NC 28144</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 270 Saint Matthews Church Rd Salisbury NC 28146</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 1120 S Martin Luther King Jr Ave Salisbury NC 28144</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Internet and Video Order Information For 1102 N. Long Street East Spencer NC 28039</b>
<b>Service Type</b>
High Speed Internet (HSD) High Speed Internet (HSD)

<b>Internet and Video Order Information For 102 N Central Ave Landis NC 28088</b>
<b>Service Type</b>
High Speed Internet (HSD)

<b>Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 130 W Innes St Salisbury NC 28144</b>			
<b>Site Name</b>	<b>Address Location</b>	<b>Location Type</b>	<b>Bandwidth</b>
	130 W Innes St Salisbury, NC 28144		

<b>New and Revised Services and Monthly Charges At 102 N Central Ave , Landis NC 28088</b>				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$329.99</b>	
*Prices do not include taxes and fees.				

**New and Revised Services and Monthly Charges At 1102 N. Long Street , East Spencer NC 28039**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
UI 35Mx5M - 3Yr Disc.	0		\$0.00	
<b>*Total</b>			<b>\$239.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 11130 Statesville Blvd , Cleveland NC 27013**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
HSD 15Mx2M - 3Yr Disc.	1	\$0.00	\$0.00	
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$239.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 1120 S Martin Luther King Jr Ave , Salisbury NC 28144**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$239.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 134 East Garden St. , Landis NC 28088**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$239.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 270 Saint Matthews Church Rd , Salisbury NC 28146**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$239.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 3541 Old Mocksville Rd , Salisbury NC 28144**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$329.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 3615 Nc 152 W , China Grove NC 28023**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$239.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 3670 Airport Loop , Salisbury NC 28147**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$329.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 3975 Statesville Blvd , Salisbury NC 28147**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 50Mx5M	1	\$239.99	\$239.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$239.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 425 Airport Rd , Salisbury NC 28147**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 100Mx10M	1	\$329.99	\$329.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$329.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 6800 Bringle Ferry Rd , Salisbury NC 28146**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 Static IP	1	\$0.00	\$0.00	36 Months
Business Internet 200Mx15M	1	\$419.99	\$419.99	36 Months
NO SRV MAINTENANCE FEE-D	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$419.99</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 130 W Innes St , Salisbury NC 28144**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Dedicated Internet Access 500M	1	\$2,200.00	\$2,200.00	36 Months
EVPL HUB	7	\$0.00	\$0.00	36 Months
POINT TO POINT 100M INTRA	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$2,200.00</b>	

\*Prices do not include taxes and fees.

**One Time fees At 102 N Central Ave , Landis NC 28088**

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
<b>Total</b>			<b>\$75.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 130 W Innes St , Salisbury NC 28144**

Description	Quantity	Sales Price	Total
Dedicated Internet Access Change Fee	1	\$0.00	\$0.00
<b>Total</b>			<b>\$0.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 425 Airport Rd , Salisbury NC 28147**

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
<b>Total</b>			<b>\$75.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 3615 Nc 152 W , China Grove NC 28023**

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
<b>Total</b>			<b>\$50.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 134 East Garden St. , Landis NC 28088**

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
<b>Total</b>			<b>\$50.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 3670 Airport Loop , Salisbury NC 28147**

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
<b>Total</b>			<b>\$75.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 3975 Statesville Blvd , Salisbury NC 28147**

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
<b>Total</b>			<b>\$50.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 6800 Bringle Ferry Rd , Salisbury NC 28146**

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
<b>Total</b>			<b>\$75.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 1102 N. Long Street , East Spencer NC 28039**

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
<b>Total</b>			<b>\$50.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 11130 Statesville Blvd , Cleveland NC 27013**

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
<b>Total</b>			<b>\$50.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 3541 Old Mocksville Rd , Salisbury NC 28144**

Description	Quantity	Sales Price	Total
Truck Roll Fee	1	\$75.00	\$75.00
<b>Total</b>			<b>\$75.00</b>

\*Prices do not include taxes and fees.

**One Time fees At 270 Saint Matthews Church Rd , Salisbury NC 28146**

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
<b>Total</b>			<b>\$50.00</b>

\*Prices do not include taxes and fees.

**One Time fees At** 1120 S Martin Luther King Jr Ave , Salisbury NC 28144

Description	Quantity	Sales Price	Total
Upgrade HSD - No Truck Roll	1	\$50.00	\$50.00
<b>Total</b>			<b>\$50.00</b>
*Prices do not include taxes and fees.			

Special Terms

[Empty box for Special Terms]

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

  
Authorized Signature for Time Warner Cable Enterprises LLC  
  
Printed Name and Title  
9/13/2016  
Date Signed

\_\_\_\_\_  
Authorized Signature for Customer  
\_\_\_\_\_  
Printed Name and Title  
\_\_\_\_\_  
Date Signed

# Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

## Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: \_\_\_\_\_ Contact: Gregg Bobick  
 City: Charlotte Telephone: 704/512-1124  
 State: NC Facsimile: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_

## Customer Information

Customer Name (Exact Legal Name): ROWAN COUNTY INFORMATION SYSTEMS			Federal ID No: ****0336	
Billing Address: 130 WINNES ST APT RR	Suite:	City: SALISBURY	State: NC	Zip Code: 28144
Billing Contact Name: Randy Cress	Phone: 7046335761		E-mail: cressrj@rowancountync.gov	
Authorized Contact Name: Randy Cress	Phone: 7046335761		E-mail: cressrj@rowancountync.gov	

## Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

### Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By: _____
Name (printed): Gregg A. Bobick	Name (printed): _____
Title: Mktg. GW/ED	Title: _____
Date: 9/13/2016	Date: _____

## SERVICE-LEVEL AGREEMENT

# DEDICATED INTERNET ACCESS

This document outlines the Service-Level Agreement ("SLA") for Dedicated Internet Access ("DIA") fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service").

### I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	< 2ms	< 0.1%

### II. Priority Classification

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

**DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)**

**III. Service Availability**

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

**IV. Mean Time to Restore (“MTTR”)**

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

**V. Latency / Frame Delay**

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay on an end-to-end basis using a standard 64-byte ping from the Customer’s dedicated access port at the Customer premises to the TWC Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

## DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

### VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

### VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

### VIII. Network Maintenance

#### Maintenance Notice:

Customer understands that from time to time TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

#### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

## DEDICATED INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

### IX. Remedies

#### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

#### Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Randy J. Cress, CIO  
**DATE:** 9/20/2016  
**SUBJECT:** TWCable Library ERate Service

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Rowan Public Library and Information Systems have worked together to receive E-Rate funding commitments that will allow for our (2) Library locations in Rockwell and China Grove to enhance their network connection speeds for staff and citizen use. Attached are the supporting funding commitments and service agreement for approval.

E-Rate funding is granted on an annual basis and has been awarded Rowan Public Library with an 80% discount for TimeWarner Cable network services for the remaining 10 months of FY16-17.

Funds are approved and budgeted in FY16-17.

The total cost for this contract with our approved E-Rate discount for 10 months is: \$6,252.60

Rowan County Information Systems recommends that the board approve of the TimeWarner Cable service agreement with E-Rate discounting for a total cost in FY16-17 of: \$6,252.60.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Service Agreement	9/20/2016	Cover Memo
FCC E-Rate Funding Commitment Decision Letter 2016	9/20/2016	Backup Material

Account Executive: Gregg Bobick  
 Phone: 704/512-1124 Ext:  
 Cell Phone: +1 7045121124  
 Fax:  
 Email: gregg.bobick@twcable.com

**Business Class Customer Service Order**

**Order # 7965778**

<b>Customer Information: Customer Code</b>		
<b>Business Name</b>	ROWAN PUBLIC LIBRARY SYSTEM	<b>Customer Type:</b> Existing Customer
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
<b>Billing Address</b>		
<b>Attention To:</b>		<b>Account Number</b>
110 BROAD ST ROCKWELL NC 28138		512953901
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Edward Hirst	+1.704.216.8259	edward.hirst@rowancountync.gov
<b>Authorized Contact</b>		
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Randy Cress	+1.704.216.8116	randy.cress@rowancountync.gov
<b>Technical Contact</b>		
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>
Justin Crabtree	+1.704.216.8133	justin.crabtree@rowancountync.gov

<b>Internet and Video Order Information For 110 Broad St Rockwell NC 28138</b>
<b>Service Type</b>
Ethernet (Fiber)

<b>Internet and Video Order Information For 920 Kimball Rd China Grove NC 28023</b>	
<b>Service Type</b>	
Ethernet (Fiber)	

<b>New and Revised Services and Monthly Charges At 110 Broad St , Rockwell NC 28138</b>				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 1 Gbps	1	\$1,563.15	\$1,563.15	36 Months
<b>*Total</b>			<b>\$1,563.15</b>	
*Prices do not include taxes and fees.				

<b>New and Revised Services and Monthly Charges At 920 Kimball Rd , China Grove NC 28023</b>				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 1 Gbps	1	\$1,563.15	\$1,563.15	36 Months
<b>*Total</b>			<b>\$1,563.15</b>	
*Prices do not include taxes and fees.				

<b>One Time fees At 110 Broad St , Rockwell NC 28138</b>				
Description	Quantity	Sales Price	Total	
Installation	1	\$0.00	\$0.00	
<b>Total</b>			<b>\$0.00</b>	
*Prices do not include taxes and fees.				

<b>One Time fees At 920 Kimball Rd , China Grove NC 28023</b>				
Description	Quantity	Sales Price	Total	
Installation	1	\$0.00	\$0.00	
<b>Total</b>			<b>\$0.00</b>	
*Prices do not include taxes and fees.				

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

  
Authorized Signature for Time Warner Cable Enterprises LLC

Greg Berk - MARE 600 / EO  
Printed Name and Title

9/13/2016  
Date Signed

Authorized Signature for Customer

Printed Name and Title

Date Signed

## Ethernet Intrastate Traffic Certification

**Business Name (Legal Entity):** ROWAN PUBLIC LIBRARY SYSTEM

**Federal Tax ID:** \_\_\_\_\_

**Billing Address:** 110 BROAD ST  
ROCKWELL NC 28138

TWC presumes that at least 10% of the traffic carried on the Ethernet services that we provide to you over any circuit will be interstate in nature, and that each such circuit therefore may be treated as jurisdictionally interstate in its entirety. If you expect that less than 10% of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that Internet-related traffic is presumptively interstate. Also, please note that you must refresh this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to refresh this certification in accordance with procedures specified by TWC, TWC reserves the right to again presume that at least 10% of the traffic carried over each circuit is interstate in nature and calculate the fees and taxes applicable to that usage accordingly.

### CERTIFICATION

I, \_\_\_\_\_, certify that the traffic carried by Time Warner Cable (TWC) in its provision of Ethernet services on the circuits **listed on the attached Business Class Service Order** is jurisdictionally intrastate and **will contain no more than 10% interstate traffic.**

\_\_\_\_\_  
(Authorized Customer Signature) (Date Signed)

\_\_\_\_\_  
(Printed Name) (Title)

Authorized Contact Information:

Phone: +1.704.216.8116

Email: randy.cress@rowancountync.

# Service Agreement



This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

## Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street:

Contact: Gregg Bobick

City: Charlotte

Telephone: 704/512-1124

State: NC

Zip Code:

Facsimile:

## Customer Information

Customer Name (Exact Legal Name):  
ROWAN PUBLIC LIBRARY SYSTEM

Federal ID No:

Billing Address:  
110 BROAD ST

Suite:

City:  
ROCKWELL

State:  
NC

Zip Code:  
28138

Billing Contact Name:

Edward Hirst

Phone:

+1.704.216.8259

E-mail:

edward.hirst@rowancountync.gov

Authorized Contact Name:

Randy Cress

Phone:

+1.704.216.8116

E-mail:

randy.cress@rowancountync.gov

## Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

## Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By:
Name (printed): Gregg A. Bobick	Name (printed):
Title: Cable Gov Lead	Title:
Date: 7/13/2016	Date:

# Time Warner Cable Business Class Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or port level, and any applicable credits are issued only for the affected On-Net circuit or port (the "Affected Service").

## I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	Metro Market – 10ms WAN - 25ms WAN Exceptions – 45ms National – 125ms	<2ms within Metro Market <4ms within WAN	<0.1%

## II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to transmit and receive network traffic between Customer's A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

### III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

#### IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$
---

#### V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64 byte ping between the closest TWC network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
---

Latency / Frame Delay Targets for Services in defined Metro Area Markets, WAN, WAN Exceptions and National are as follows:

Metro Area Market – 10ms Latency	WAN – 25ms Latency	WAN Exceptions – 45ms Latency	National – 125ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
<ul style="list-style-type: none"> <li>• Austin, TX</li> <li>• Beaumont, TX</li> <li>• Corpus Christi, TX</li> </ul>	<ul style="list-style-type: none"> <li>• Laredo, TX</li> <li>• San Antonio, TX</li> <li>• Dallas, TX</li> </ul>	Texas WAN <ul style="list-style-type: none"> <li>• El Paso, TX</li> <li>• Rio Grande Valley, TX</li> <li>• Del Rio, TX</li> <li>• Eagle Pass, TX</li> <li>• Wichita Falls, TX</li> <li>• Kansas City, KS,</li> <li>• Kansas City, MO</li> <li>• Lincoln, NE</li> </ul>	
<ul style="list-style-type: none"> <li>• North Los Angeles, CA</li> <li>• South Los Angeles, CA</li> </ul>	<ul style="list-style-type: none"> <li>• Desert Cities, CA</li> <li>• Palm Springs, CA</li> <li>• Yuma, AZ</li> <li>• San Diego, CA</li> </ul>	PacWest WAN <ul style="list-style-type: none"> <li>• Coeur d'Alene, ID</li> <li>• Gunnison, CO</li> <li>• Telluride, CO</li> <li>• Pullman, WA</li> <li>• Libby, MT</li> </ul>	
<ul style="list-style-type: none"> <li>• Island of Hawaii</li> <li>• Island of Oahu</li> <li>• Island of Kauai</li> </ul>	<ul style="list-style-type: none"> <li>• Island of Kahului</li> <li>• Island of Molokai</li> </ul>	Hawaii WAN <ul style="list-style-type: none"> <li>• N/A</li> </ul>	
<ul style="list-style-type: none"> <li>• Columbus, OH</li> <li>• Cincinnati, OH</li> <li>• Dayton, OH</li> <li>• Akron, OH</li> <li>• Cleveland, OH</li> <li>• Lima, OH</li> </ul>	<ul style="list-style-type: none"> <li>• Louisville, KY</li> <li>• Lexington, KY</li> <li>• Green Bay, WI</li> <li>• Appleton, WI</li> <li>• Milwaukee, WI</li> </ul>	Mid-West WAN <ul style="list-style-type: none"> <li>• Bolivar, TN</li> <li>• Charleston, WV</li> <li>• Clarksburg, WV</li> <li>• Richmond, KY</li> <li>• Terre Haute, IN</li> </ul>	
<ul style="list-style-type: none"> <li>• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania)</li> </ul>	<ul style="list-style-type: none"> <li>• Albany, NY</li> <li>• Buffalo, NY</li> <li>• Rochester, NY</li> <li>• Syracuse, NY</li> <li>• Hudson Valley, NY</li> </ul>	Northeast/ NYC WAN <ul style="list-style-type: none"> <li>• Portland, ME</li> </ul>	

Metro Area Market – 10ms Latency	WAN – 25ms Latency	WAN Exceptions – 45ms Latency	National – 125ms Latency
Round trip where both sites A and Z are <i>within</i> the same Metro Area Market	Round trip <i>between</i> any 2 Metro Area Markets within the same WAN	Round trip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip <i>between</i> any two WANs
<ul style="list-style-type: none"> <li>• Greensboro, NC</li> <li>• Raleigh, NC</li> <li>• Charlotte, NC</li> <li>• Fayetteville, NC</li> <li>• Asheville, NC</li> <li>• Wilmington, SC</li> </ul>	<ul style="list-style-type: none"> <li>• Florence, SC</li> <li>• Columbia, SC</li> <li>• Myrtle Beach, SC</li> <li>• Hilton Head, SC</li> <li>• Charleston, SC</li> <li>• Greenville, SC</li> </ul>	Carolinas WAN	<ul style="list-style-type: none"> <li>• Atlanta, GA</li> <li>• Augusta, GA</li> <li>• Birmingham, AL</li> <li>• Dothan, AL</li> <li>• Huntsville, AL</li> <li>• Chattanooga, TN</li> <li>• Knoxville, TN</li> <li>• Nashville, TN</li> </ul>

## VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$
---

## VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation =	Sum of the Frame Delay Variation measurements for an On-Net Service
	Total # of measurements for an On-Net Service

## VIII. Network Maintenance

### Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

## IX. Remedies

### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
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Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

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If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

Time Warner Cable Business Class is a trademark of Time Warner Inc. Used under license. ©2014 Time Warner Cable. All rights reserved.



**E-Rate Productivity Center** Thank you for your Funding Year 2016 Application for Universal Service Support and for any assistance you provided throughout our review.

This post contains your Funding Commitment Decision Letter for the FY 2016 FCC Form 471 Application Number 161060121 for ROWAN PUBLIC LIBRARY – BEN 126961. The attached .csv file contains information about the committed status of the funding requests, and the FCDL Supplement contains additional important information. The FCDL date is 8/19/2016.

Please open the .csv file below for complete details about the commitments made for each of the Funding Requests. This file can be opened in any spreadsheet program. To make the information easier to read, first select the entire spreadsheet and then expand all of the columns in the document (in Excel, double click on the divider between the column headings, A, B, etc).

We are also sending this information to your service providers so that preparations can begin for delivering services based on the approved discount(s) after you file your FCC Form 486, Receipt of Service Confirmation Form.

The FCDL Supplement document provides more important information including steps for appealing USAC's funding decisions.

The "More Info" link below provides summary data about the commitments made to your company in this wave. Click on the date/time below to display the entire notification for easy printing.

**Next Steps:**

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review the Children's Internet Protection Act (CIPA) requirements.
- File the FCC Form 486 once you are ready to begin receiving services.
- If you are paying the full bill, invoice USAC using the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form.



FY 2016 FCDL Supplement  
PDF 113 KB



FCC Form 471 - 161060121 - ROWAN PUBLIC LIBRARY  
CSV 1 KB

2016 - #161060121

Aug 19, 2016 Comment Hide Info ▲

**FCC Form 471 Application Number** 161060121  
**Billed Entity Number (BEN)** 126961  
**Billed Entity Name** ROWAN PUBLIC LIBRARY  
**Billed Entity FCC RN** 0011823739  
**Applicant's Form Identifier** 2016  
**FCDL Date** Aug 19, 2016  
**Approved Amount** \$25,010.40  
**Denied Amount** \$0.00  
**Notification Generated By** edward.hirst@rowancountync.gov  
**Notification Generated On** 08/19/2016 8:03 AM EDT

- 3) Please keep your appeal to the point, and provide supporting documentation. Be sure to keep a copy of your entire appeal, including any correspondence and documentation. A copy will automatically be saved for you in EPC.
- 4) If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. to the applicant(s) affected by USAC's decision.

If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by your decision. USAC will reply to your appeal submissions to confirm receipt.

For more information on submitting an appeal to USAC including step by step instructions on how to file the appeal through EPC, please see "Appeals" in the Schools and Libraries section of the USAC website.

Please remember that waivers of an official E-rate rule can only be sought at the Federal Communications Commission (FCC), not USAC. Conversely, the FCC will not accept appeals of USAC decisions that have not first been appealed to USAC. See 47 C.F.R. § 54.719.

#### OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must first bill the applicant before it bills USAC. If USAC is being billed via the FCC Form 472 (BEAR), the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. Note that starting on July 1, 2016, applicants submitting BEARs will be reimbursed directly by USAC. If you anticipate, for any reason, that you or your service provider cannot file an invoice on time, a one-time 120 invoice deadline extension will be granted to extension requests receive on or before the last date to invoice. If you are using a trade-in as part of your non-discount portion, please refer to Disposal or Trade-in of Equipment posted in the Reference Area of our website for more information.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

**Schools and Libraries Division**  
**Universal Service Administrative Company**

## FUNDING COMMITMENT DECISION LETTER SUPPLEMENT

Thank you for your Funding Year 2016 application for the Schools and Libraries Universal Service Support Program (E-rate) and for any assistance you provided throughout our review. The current funding statuses of the FCC Form 471 funding requests are included in the News post in your E-rate Productivity Center (EPC) account.

The Universal Service Administrative Company (USAC) is sending this information to both the applicant(s) and the service provider(s) so that you can work together to implement the approved discount(s) after the applicant files the FCC Form 486, Receipt of Service Confirmation and Children's Internet Protection Act (CIPA) requirements.

## NEXT STEPS

Applicants and service providers should work together to determine if bills will be discounted or if the applicant will request reimbursement from USAC after paying their bills in full. Applicants should then:

- Review CIPA requirements.
- File the FCC Form 486.

Once the FCC Form 486 has been filed, invoice USAC using the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, as products and services are being delivered and billed. If you have opted to pay only your portion of the cost of the eligible services, then the service provider must file an FCC Form 474, Service Provider Invoice (SPI) Form, to receive reimbursement from USAC.

## TO APPEAL THIS DECISION

If you wish to appeal a decision in this letter to USAC, your appeal must be filed within 60 days of the date of this letter. Failure to meet this deadline will result in automatic dismissal of your appeal. All appeals must be filed in EPC by selecting "Appeal" from the menu in the top right hand corner of your landing page and providing the requested information.

Your appeal should include the following information. Because you file the appeal through your EPC account, the system will automatically add much of the following identifying information for you.

- 1) Name, address, telephone number, and email address for the contact person for this appeal.
- 2) State outright that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., FCDL) and the decision you are appealing:
  - a. Appellant name,
  - b. Applicant name and service provider name, if different from appellant,
  - c. Applicant BEN and Service Provider Identification Number (SPIN)
  - d. FCC Form 471 Application Number and the Funding Request Number (FRN) or Numbers as assigned by USAC,
  - e. "Funding Commitment Decision Letter for Funding Year 2016," AND the exact text or the decision that you are appealing.

BEN_NAME	FCC Form 471	Status	Service Type	Service Provider	Service Start Date	Contract Expiration Date	Service In Funding Year	Total Eligible Recurring Charges	Total Eligible One Time Charges	Total Pre-Discount Charges	Discount Rate	Committed Amount	Last Allowable Date For One Time Services
ROWAN PUBLIC LIBRARY	161060121	Funded	Data Transmission and/or Internet Access	Time Warner Cable Business LLC	9/1/2016	6/30/2017	10	\$31,263.00	\$0.00	\$31,263.00	80.00%	\$25,010.40	9/30/2017

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 22, 2016  
**SUBJECT:** Lease Termination for Urban Trends at West End Plaza

---

On August 1, 2016 the Board approved a request from Kishor Lalchandani for an early lease termination of the Urban Trends store at West End Plaza by March 31, 2017.

A second request has now been received seeking approval to terminate the lease as soon as possible.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request to Terminate Lease	9/22/2016	Cover Memo



Urban Trends  
1935 Jake Alexander Blvd W  
Suite B7  
Salisbury NC 28147

Date 09/09/2016

SUB: Lease termination at its earliest.

The County Manager  
Mr. Aaron Church

Dear Sir,

I, Kishor Lalchandani, will be highly obliged if you can grant us the permission to close the Urban Trends store at its earliest. Mr. Balkrishna Kodak, who was taking care of this store, will not be coming back, due to some unforeseen tragedy. We will try to get rid of the merchandise as soon as possible, but would like to terminate the lease as soon as the merchandise is sold. We are aiming to get rid of the merchandise before Dec 31, 2016. If its sold earlier, we would like to close at our earliest.

Thanking You,  
Yours Faithfully,  
Kishor Lalchandani.

A handwritten signature in cursive script that reads "Kishor Lalchandani".

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:**  
**SUBJECT:** Proclamation for Young Marines Red Ribbon Week October 23-31, 2016

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proclamation	9/22/2016	Cover Memo

Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### **PROCLAMATION YOUNG MARINES RED RIBBON WEEK OCTOBER 23-31, 2016**

**WHEREAS**, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; *and*

**WHEREAS**, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines and the Marine Corps League to foster a healthy, drug-free lifestyle; *and*

**WHEREAS**, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; *and*

**WHEREAS**, the red ribbon has been chosen as a symbol commemorating the work of Enriquée "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; *and*

**WHEREAS**, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; *and*

**WHEREAS**, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

**NOW, THEREFORE BE IT PROCLAIMED** by the Rowan County Board of Commissioners that October 23-31, 2016 be recognized as **RED RIBBON WEEK** in Rowan County, and urges all citizens to join in this special observance.

This the 3rd day of October, 2016.

---

Gregory C. Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

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Carolyn Barger, MMC, NCMCC  
Clerk to the Board/  
Assistant to the County Manager

Equal Opportunity Employer



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** September 23, 2016  
**SUBJECT:** Set Public Hearing for ZTA 02-16 & STA 03-16 for October 17, 2016

---

**BACKGROUND**

Staff proposed text amendments to the Rowan County Zoning Ordinance are included in ZTA 02-16. These include adding a definition for the term "cabin" in Section 21-4 Definitions; incorporating General and Special Trade Contractors as conditional use permit considerations within the 85-ED-1 and 85-ED-2 districts in Section 21-34; and grouping cabins within the same conditional use process and requirements for campgrounds in Sections 21-60(7), 21-113 and 21-166.

Staff proposed amendments to the Subdivision Ordinance are contained in STA 03-16 and include a definition for the term "utility lot" in Section 22-10 and in the lot standards in Section 22-79.

**RECOMMENDATION**

The accompanying text amendments include Staff Commentary in the sidebar which provides some insight as to the rationale for the change / update and text recommended for deletion appears as strikethrough text and proposed text as ***bold italics***.

***Schedule Public Hearing for October 17, 2016.***

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
ZTA 02-16 and STA 03-16 Text Amendments	9/23/2016	Ordinance

**AMENDMENTS TO CHAPTER 21: ZONING ORDINANCE**

**STAFF COMMENTARY**

Section 21-4. Definitions.

***Cabin means a habitable structure used for overnight or temporary lodging of a recreational or rental purpose regardless of whether said structure is subject to the NC Building Code. For purposes of this definition, the term does not include a dwelling unit, but is intended to include cottages, huts, treehouses, yurts and other similar structures.***

The generic term of "cabin" is to be utilized for structures rented or occupied on a short-term basis. The term would generally apply to structures that are not considered to be a dwelling but may be subject to some aspects of the NC Building Code.

Section 21-60. Conditional use requirements for specific uses.

(7) b. ***Cabins (SIC 7011), Campgrounds*** and recreational vehicle parks (SIC 7033).

Given the setting and occupancy characteristics are similar to that of campgrounds and RV parks, Staff proposes to include the SIC code for tourist cabins and cottages into the existing CUP text.

1. *Minimum lot size.* The minimum lot size is two (2) acres.
2. *Setbacks.*
  - Front .....50 feet
  - Side street .....30 feet
  - Side .....20 feet
  - Rear .....20 feet
3. *Density.* The minimum size of spaces shall be determined by the county health department.
4. *Interior drives.* Interior drives shall be a minimum of eighteen (18) feet compacted gravel six (6) inches thick.
5. *Parking.* No parking will be allowed on public streets. Off-street parking and loading space shall be provided in sufficient quantity to accommodate all parking and loading on-site. At a minimum, one (1) parking space per ~~trailer~~ space ***or unit*** shall be provided.
6. *Screening and buffering.* ~~Campgrounds~~ ***Land uses in this category*** shall be considered a group 2 use and shall be screened accordingly.

Modified term in the parking criteria to be applicable to all uses in this category and not just recreational vehicles, i.e. trailer.

Similarly, all uses in this CUP category would be considered for screening and buffering as applicable.



lines drawn from the foremost point of the lot meet at an interior angle of less than one hundred thirty (130) degrees.

*Double frontage lot.* (i.e., through lot) Any lot having access by water and street right-of-way or by having access on two (2) street rights-of-way. This does not include corner lots.

*Interior lot.* A lot other than a corner lot with only one (1) frontage on a street.

*Panhandle lot.* A lot other than one having access on a cul-de-sac, which contains a narrow strip providing street access.

*Reverse frontage lot.* A through lot which is not accessible from one (1) of the parallel or nonintersecting street upon which it fronts.

*Single-tier lot.* A lot which backs upon a limited access highway, a railroad, a physical barrier, or another type of land use and to which access from the rear is usually prohibited.

*Through lot.* See "Double frontage lot."

***Utility lot. A lot that serves unmanned utility facilities such as pump / lift stations, wireless facilities and support structures, septic tank drain fields, common areas, open spaces and other similar environmental areas. A utility lot is not to be used as parking, vehicle storage or accommodation for residential or commercial structures.***

## Sec. 22-79. - Subdivision design.

### (a) Lot dimensions.

All new lots in a subdivision shall conform to the following requirements:

#### (1) Lot area.

a. All lots in a new subdivision shall conform to the zoning requirements of the zoning district in which the subdivision is located. Conformance to zoning requirements means, among other things that the smallest lot in the subdivision must meet all dimensional requirements of [chapter 21](#), article IV of the Rowan County Zoning Ordinance.

b.

1. Lot sizes may be increased on the recommendation of the Rowan County Health Department based on the assessment of soil application rates and subsoil conditions.

Staff proposes to include a definition for the term "utility lot". The term exists in Section 22-79 (d) of the ordinance but is not defined; reference citation on page 4.

**STAFF COMMENTARY**

2. *Lots regulated by this chapter that are neither intended nor considered to be utilized for building sites or development may serve the purpose of a utility lot for nonresidential purposes only. Said lots may have access as provided in Section 22-79(d).*
3. Any lot served by a septic tank system shall be large enough to accommodate both a septic tank, its drainage field, plus a reserve drainage area.

*(d) Access easements for utilities.*

An access easement of at least twenty (20) feet in width may be provided to service nonresidential lots whenever no other reasonable alternative exists. Said easement may only be used to serve unmanned utility facilities such as pump/lift stations, telecommunications towers, septic tank drain fields, common areas, etc.

Any lot created that is not exempt by NCGS is subject to the Subdivision Ordinance. Although subject to the ordinance, Staff proposes that if utility lots are neither intended for development nor building sites, they may only be used for nonresidential purposes as defined in the new definition.

Existing text in the Subdivision Ordinance referencing "utility lots".

**AMENDMENTS TO CHAPTER 21: ZONING ORDINANCE**

**STAFF COMMENTARY**

**Sec. 21-34. - Economic development districts established for I-85.**

(a)The following district are hereby established to preserve, encourage and enhance the economic development opportunities in areas adjacent and near I-85 in accordance to plans adopted by the county board of commissioners. It is recognized that I-85 is uniquely important the future of the county because of the great potential for development of all types that exist along this corridor. Development within these districts shall be of types which maximize the economic benefits to the county while minimizing the potential impacts.

(b)The district are designed to accommodate, as appropriate, uses such as manufacturing, distribution, retail, service industries, corporate parks. Certain individual uses may be allowed as uses by right in some districts, while other more intensive uses may require a higher level of review and approval by the county. The districts encourage and allow more creative design of land development than may be provided on other general zoning districts. This flexibility is provided for planned unit developments.

(c)The district are labeled as 85-ED 1 through 4. "85" represents the relationship to I-85. "ED" represents the economic development designation for the sites.

(1)*85-ED-1*. The purpose of the 85-ED-1 district is to encourage the location of "high capital investment/high wage/low employment/clean" industries. Certain industries shall be allowed as permitted uses standards provided to protect adjacent neighborhoods. Other heavy industries may be allowed as conditional uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

a. In the 85-ED-1 district the following uses are permitted by right with a minimum lot size of five (5) acres:

*Manufacturing group:*

- Printing and publishing (SIC 27).
- Rubber and miscellaneous plastics products (SIC 30).
- Fabricated metal products (SIC 34), except:
  - Ammunition, except for small arms (SIC 3483).
  - Ordnance and accessories (SIC 3489).
- Industrial machinery and equipment (SIC 35).
- Electrical and electronic equipment (SIC 36), except:
  - Power distribution and specialty transformers (SIC 3612).
- Transportation equipment (SIC 37).
- Instruments and related products (SIC 38).
- Miscellaneous manufacturing industries (SIC 39).

Staff proposes to incorporate uses within the Construction Group SIC in 85-ED-1 and 85-ED-2 as conditional uses. Refer to text on pages 6 and 7.

*Transportation, communication, and utilities group:*

Ground-mounted solar energy systems 6,000 sq. ft. or less (SIC 491 pt).

b. The following are allowed with the issuance of a conditional use permit:

**Construction group:**

**General Building Contractors (SIC 15)**

**Special Trade Contractors (SIC 17)**

*Manufacturing group:*

Lumber and wood products (SIC 24).

Furniture and fixtures (SIC 25).

Plastic materials, synthetic resins, etc. (SIC 282).

Drugs (SIC 283).

Paper and allied products (SIC 26).

Stone, clay, glass, and concrete products (SIC 32).

Primary metal industries (SIC 33).

*Services group:*

Racing, including track operation (SIC 7948).

*Transportation, communication, and utilities group:*

Communications and telecommunication towers (SIC 48 pt).

(2) *85-ED-2*. In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the *85-ED-1* district then the *85-ED-2* district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

a. Certain industries shall be allowed as permitted uses with standards provided to protect adjacent neighborhoods. Other heavy industries and distribution and wholesale operations may be allowed as conditional uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

*Manufacturing group:*

Printing and publishing (SIC 27).

Rubber and miscellaneous plastics products (SIC 30).

Fabricated metal products (SIC 34), except:

Ammunition, except for small arms (SIC 3483).

Ordnance and accessories (SIC 3489).

Industrial machinery and equipment (SIC 35).

Electrical and electronic equipment (SIC 36), except:

Staff proposes to include 2 SIC groups w/in the 85-ED-1 district as conditional use permit options. These uses include residential and commercial building contractors in SIC 15 and plumbing, heating and AC contractors, brick masons, electricians, etc. w/in SIC 17.

- Power distribution and specialty transformers (SIC 3612).
- Transportation equipment (SIC 37).
- Instruments and related products (SIC 38).
- Miscellaneous manufacturing industries (SIC 39).
- Service industries group:*
- Engineering and management services (SIC 87).
- Transportation, communication, and utilities group:*
- Ground-mounted solar energy systems 6,000 sq. ft. or less (SIC 491 pt).
- b. The following are allowed with the issuance of a conditional use permit:
- Construction group:***
- General Building Contractors (SIC 15)***
- Special Trade Contractors (SIC 17)***
- Manufacturing group:*
- Lumber and wood products (SIC 24).
- Furniture and fixtures (SIC 25).
- Plastic materials, synthetic resins, etc. (SIC 282).
- Drugs (SIC 283).
- Paper and allied products (SIC 26).
- Stone, clay, glass, and concrete products (SIC 32).
- Primary metal industries (SIC 33).
- Transportation, communication, and utilities group:*
- Communications and telecommunication towers (SIC 48 pt).
- Local and interurban passenger transit (SIC 41).
- Motor freight transportation and warehousing (SIC 42).
- Transportation services (SIC 47).
- Wholesale trade group:*
- Wholesale trade—durable goods (SIC 50).
- Wholesale trade—nondurable goods (SIC 51).
- Services group:*
- Racing, including track operation (SIC 7948).

Staff proposes to include 2 SIC groups w/in the 85-ED-2 district as conditional use permit options. These uses include residential and commercial building contractors in SIC 15 and plumbing, heating and AC contractors, brick masons, electricians, etc. w/in SIC 17.

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** September 23, 2016  
**SUBJECT:** Purchase Chevrolet Tahoe for Emergency Services

---

Please see attached memo and supporting documents.

Please approve the purchase of a Chevrolet Tahoe for Emergency Services.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Approval to Purchase Chevrolet Tahoe for Emergency Services	9/23/2016	Backup Material

Leslie E. Heidrick, CPA  
Assistant County Manager/  
Finance Director



Harley L. Will, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326  
Telephone 704-216-8170 • FAX 704-216-8110

### Memorandum

**To:** Rowan County Board of Commissioners  
Aaron Church, County Manager

**From:** Leslie E. Heidrick, Assistant County Manager/Finance Director *LEH*  
David Sifford, Purchasing Agent *DS*

**Re:** Approval to Purchase Chevrolet Tahoe for Emergency Services

**Date:** September 23, 2016

---

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Modern Chevrolet, LLC, authorized dealer for General Motors, has agreed to extend to the County the same price and terms set forth in its contract with the North Carolina Sheriff's Association (NCSA contract #15-01-0611) for the purchase of this vehicle. The cost of the vehicle, excluding taxes, is \$37,832.28. Attached is the quote from Modern Chevrolet, the NCSA Specifications for the vehicle and the related budget amendment. The NCSA bid documents are on file in the Purchasing Office.

**Staff's Recommendation:** The Emergency Services and Finance Departments recommend that a contract be awarded to Modern Chevrolet, LLC for the purchase of a Chevrolet Tahoe at a cost not to exceed \$37,832.28 and that the related budget amendment, which includes tax and tag, be approved.

Equal Opportunity Employer





# Vehicle Locator

### Dealer Information

**MODERN CHEVROLET, LLC**  
**5955 UNIVERSITY PARKWAY**  
**WINSTON-SALEM, NC 27105**  
**Phone: 336-722-4191**  
**Fax: 336-727-4836**

**\$37,832.28**

1GNSKFEC2GR252399

**Model Year: 2016**  
**Make: Chevrolet**  
**Model: Tahoe**  
**CK15706-4WD**  
**PEG: 1FL-Commercial / Fleet Preferred Equipment Group**  
**Primary Color: GAZ-Summit White**  
**Trim: H0U-Cloth, Jet Black, Interior Trim**  
**Engine: L83-Engine: 5.3L, V-8, SIDI, Active Fuel Mgt**  
**Transmission: MYC-6-Speed Automatic**

**Event Code: 5000-Delivered to Dealer**  
**Order #: SZSDQN**  
**MSRP: \$46,351.00**

**Order Type: FBC-Fleet Political Subdivision**  
**Stock #: N/A**  
**Inventory Status: Available**  
**Total Cash Allowance: Not Available**

### Additional Vehicle Information

### Vehicle Options

Chargeable Options	MSRP
5HP-Single Key System, 6 Spare Keys	\$40.00
5W4-Vehicle Special Service, Municipal (SEO)	-\$5,685.00
6J4-Wiring - Horn/Siren Circuit	\$41.00
6J7-Flasher System	\$495.00
AMF-Remote Keyless Entry Package, Police/Special Svc Unit	\$75.00
B30-Floor Covering: Carpet, Color Keyed	\$190.00
VQ2-Holdback N/A, Dealer Fleet Assistance	\$0.00
VV4-Onstar 4G LTE Wi-Fi Hotspot	\$0.00

### No Cost Options

9U3-Cloth Seat Trim Override (SEO)  
 C6A-GVW Rating 7300 Lbs  
 FE9-Federal Emissions  
 L83-Engine: 5.3L, V-8, SIDI, Active Fuel Mgt  
 MYC-6-Speed Automatic

37,832.28 \*  
 1.03 =  
 38,967.25 \*  
 38,967.25 +  
 6.00 +  
 38,973.25G+ BA

Other Options

1FL-Commercial / Fleet Preferred Equipment Group

AG2-Seat Adjuster, Front Passenger, Power  
AT6-Seats, 2nd Row 60/40 Bench, Manual Configurable

AU3-Power Door Locks

AZ3-Seats: Front 40/20/40 Split-Bench

BVE-Assist Steps

CE1-Wipers, Front intermittent, Rainsense

DL8-Mirrors, O/S, Power, Heated

G80-Locking Differential, Rear

GU4-Rear Axle 3.08 Ratio

IO3-Base Radio, 4.2" Color Screen, w/ USB Port

K47-Air Cleaner, High Capacity

KC4-Cooler, Engine Oil

KNP-Transmission Cooling System

N33-Steering Column: Manual Tilt

NZZ-Underbody Shield

RD6-Wheels: 17" Steel

TB4-Rear Lift Gate, Manual

U2J-SiriusXM Satellite Radio, Delete

UE1-OnStar Communication System

UPF-Bluetooth for Phone

UTJ-Theft Protection System, Unauthorized Entry

VK3-License Plate Front Mounting Hardware

YK6-SEO Processing Option

ZBZ-Tire, Spare, Full-Size, P255/70R17-All Season, Blackwal

AG1-Power Seat Adjuster (Driver's Side)

AQQ-Keyless Remote Entry

ATD-Seat Delete: Third Row

AY0-Airbags- Head Curtain, Side Impact

B58-Floor Mats, Color-Keyed Carpeted 1st & 2nd Row

C49-Defogger, Rear Window, Electric

CJ4-Climate Control, Electronic - Multi-zone

FHS-E85 Flex Fuel Capable

GAZ-Summit White

H0U-Cloth, Jet Black, Interior Trim

K34-Cruise Control

K4B-Battery, Auxiliary, 730 CCA

K14-110 Volt Electrical Receptacle, In Cab

KW7-Alternator, 170 AMP

NQH-T-Case, 4WD, Electronic Autotrac w/ Rotary Dial Ctrls

RBZ-Tires: P255/70 R17 All Season, Blackwall

SAF-Spare Tire Lock

TG5-Compact Disc & MP3 Player

UD7-Rear Parking Assist Sensors

UN9-Grounding Straps

UQ3-Speaker System

UVC-Rear View Camera System

VPV-Hdigi Charge Arigton Assm To Kerr Ind. Rtn to Arlg Assm

Z82-Trailer Package

ZY1-Paint, Solid

"~" indicates vehicle belongs to Trading Partner's inventory

**Disclaimer:**

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



## **NORTH CAROLINA SHERIFFS' ASSOCIATION**

### **CHEVROLET TAHOE 1500 4WD SPECIFICATION #54**

#### **2016 Chevrolet Tahoe 1500 (CK15706/1FL)**

The Chevrolet Tahoe 1500 (CK15706/1FL) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	<b>★ Appalachia</b>	<b>★ Dogwood</b>	<b>★ Cardinal</b>	<b>★ Longleaf Pine</b>
<b>BASE PRICE:</b>	<b>\$39,507.00</b>	<b>\$39,407.00</b>	<b>\$39,307.00</b>	<b>\$39,507.00</b>

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



# **NORTH CAROLINA SHERIFFS' ASSOCIATION**

## **CHEVROLET TAHOE 1500 4WD** **SPECIFICATION #54**

2016 Chevrolet Tahoe 1500 (CK15706/1FL)

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

**INSTRUCTIONS:** Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. **ENGINE:**

- a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. **TRANSMISSION/AXLES:**

- a. Manufacturer's standard automatic transmission/transaxle.
- b. Four wheel drive to include automatic locking hubs, includes all required options.
- c. Limited slip differential or traction control on 4-wheel drive.

3. **PERFORMANCE ITEMS:**

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.

4. **COMFORT ITEMS:**

- a. Manufacturer's standard air conditioning with 134A system.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Power windows, power door locks, cruise control and tilt steering wheel.
- e. Heavy duty rubber floor covering, if available.
- f. Seating: cloth front seats with vinyl rear seat, if available. Purchaser will select color at time of order.
- g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. **SAFETY ITEMS:**

- a. Dual outside mirrors and inside rearview mirror.
- b. Interior dome lights with left and right door activated switches.
- c. Manufacturer's standard air bags.
- d. Electronic Stability Control System.
- e. Tire Pressure Monitor System.

6. **BRAKES:**

- a. Four wheel anti-lock brake ABS system.

7. **TIRES AND WHEELS:**

- a. Manufacturer's standard tires and wheels.
- b. Full Size spare tire and rim, if available.

8. **CHASSIS, FRAME, CAB:**

- a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- b. Manufacturer's standard fuel tank.

c. Full perimeter frame, ladder type.



ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195

**MEMO TO COMMISSIONERS:**

**FROM:** Frank Thomason, Chief of Emergency Services  
**DATE:** 9/14/2016  
**SUBJECT:** Consider Authorization for Vehicle Replacement

Earlier this year, Emergency Services experienced the loss of a staff vehicle (2008 Dodge Durango 4WD SUV) which was involved in an accident. Upon evaluation by our insurance carrier, due to the vehicle's age, mileage and sustained damage, the vehicle was considered a total loss.

This vehicle was assigned to our Training Division and used on a daily basis by our training officer in the normal course of work, and additionally, is used by personnel department wide for transportation to attend various training events both in and out of county. Secondly, the vehicle is also used in a response capacity to incidents and also to provide towing capacity for the department's multiple trailered resources.

Loss of this vehicle has impacted the Department's capability and capacity for its needed uses.

Recommend authorizing the Finance & Emergency Services Department to move forward with vehicle replacement process. If approved, a budget amendment would be presented at the October 3, 2016 Board of Commissioners meeting for funding the purchase.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

BOARD APPROVED 9/19/16

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** September 23, 2016  
**SUBJECT:** Declaration of Surplus Property at West End Plaza

---

Please see attached memo.

Please declare personal property at the West End Plaza as surplus property.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Declaration of Surplus Property at West End Plaza	9/23/2016	Backup Material

Leslie E. Heidrick, CPA  
Assistant County Manager/  
Finance Director



Harley L. Will, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326  
Telephone 704-216-8170 • FAX 704-216-8110

### Memorandum

**To:** Rowan County Board of Commissioners  
Aaron Church, County Manager

**From:** Leslie E. Heidrick, Assistant County Manager/Finance Director *LEH*  
David Sifford, Purchasing Agent *DS*

**Re:** Declaration of Surplus Property at West End Plaza

**Date:** September 23, 2016

---

In accordance with G.S. 160-270(b), the Finance Department is requesting Board approval to declare unused personal property at the West End Plaza to be surplus property and allow the Purchasing Agent to work with Heritage Auction Company to sell the property by live auction. Heritage Auction Company is under contract with the County to perform surplus property auctions. Items to be sold include various shelving, display cases, portable and stationary kiosk units, three light poles, safes, signage, counter units, light fixtures, stools, CD players, two shipping containers, one tandem semi-trailer, refrigerators, freezers, one floor machine, one lawn mower, restaurant equipment, retail display props, lockers and other items. The items are available for inspection and pictures are on file in the Purchasing Office. If declared as surplus property, notices will be published in the Salisbury Post, on Heritage Auction Company's website and on the County's website.

**Staff's Recommendation:** It is the recommendation of the Finance Department and the Facilities Management Department that the personal property listed above at the West End Plaza be declared surplus property and the Purchasing Agent be allowed to work with Heritage Auction Company to sell the items by live auction.

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 26, 2016  
**SUBJECT:** Award Bid for Airport North Ramp Rehabilitation and South Ramp Expansion

---

The Board is asked to award the bid for the north ramp rehabilitation and south ramp expansion to J.T. Russell and Sons, Inc. in the amount of \$833,150.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Bid Tabulations	9/26/2016	Cover Memo

# TALBERT, BRIGHT & ELLINGTON

## Engineering & Planning Consultants

September 21, 2016

Mr. Aaron Church  
Rowan County Manager  
130 West Innes Street  
Salisbury, NC 28144

Re: Bid Tabulations  
North Ramp Rehabilitation and  
South Ramp Expansion  
Rowan County Airport  
Salisbury, North Carolina  
TBI Project No. 3708-1503

Dear Mr. Church,

Please find enclosed a copy of the Bid Tabulations for the above referenced project.

J. T. Russell & Sons, Inc. submitted the low bid in the amount of eight hundred thirty-three thousand, one hundred fifty dollars and zero cents (\$833,150.00). KMD Construction, LLC also submitted a bid on the project, but after review of their bid, it was deemed non-responsive. The engineer's estimate has been included on the bid tab.

By copy of this letter, copies of the Bid Tabulations are being forwarded to the bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,



J. Andrew Shook, P.E.

Enclosure

cc: Thad Howell, Airport Director  
Rachel Bingham, NCDOT-Div. of Aviation  
Nathan Russell, J. T. Russell & Sons, Inc.  
Kyle Davis, KMD Construction

**BID TABULATION  
NORTH RAMP REHABILITATION AND SOUTH RAMP EXPANSION  
ROWAN COUNTY AIRPORT  
TBI PROJECT NO. 3708-1503**

**BID SCHEDULE A - NORTH RAMP REHABILITATION**

Page 1 of 2

September 6, 2016

					KMD CONSTRUCTION, LLC SALISBURY, NC LIC.#49998		JT RUSSELL & SONS, INC. ALBEMARLE, NC LIC.#2767		ENGINEER'S ESTIMATE	
ITEM NO.	SPEC NO.	BASE BID DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	GP-105	MOBILIZATION	1	LS			\$86,000.00	\$86,000.00	\$71,400.00	\$71,400.00
2	P-151	CLEARING AND GRUBBING	0.1	AC		No values	\$25,000.00	\$2,500.00	\$10,000.00	\$1,000.00
3	P-152	UNCLASSIFIED EXCAVATION	100	CY		shown, as	\$26.00	\$2,600.00	\$10.00	\$1,000.00
4	P-152	UNSUITABLE EXCAVATION	25	CY		bid was	\$45.00	\$1,125.00	\$15.00	\$375.00
5	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	1	EA		deemed	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
6	P-156	TEMPORARY SILT FENCE	440	LF		non-responsive	\$4.00	\$1,760.00	\$8.00	\$3,520.00
7	P-156	TEMPORARY ROCK OVERFLOW OUTLET	2	EA			\$870.00	\$1,740.00	\$500.00	\$1,000.00
8	P-156	EXCELSIOR EROSION CONTROL MATTING	1,600	SY			\$3.00	\$4,800.00	\$5.00	\$8,000.00
9	P-160	BITUMINOUS PAVEMENT MILLING (VARIABLE DEPTH)	15,825	SY			\$4.20	\$66,465.00	\$7.00	\$110,775.00
10	P-401	BITUMINOUS CONCRETE SURFACE COURSE	4,300	TN			\$115.00	\$494,500.00	\$125.00	\$537,500.00
11	P-602	BITUMINOUS PRIME COAT	5,000	GAL			\$3.50	\$17,500.00	\$6.00	\$30,000.00
12	P-603	BITUMINOUS TACK COAT	2,000	GAL			\$2.80	\$5,600.00	\$6.00	\$12,000.00
13	P-620	PAVEMENT MARKING (REFLECTORIZED WHITE)	500	SF			\$3.80	\$1,900.00	\$2.50	\$1,250.00
14	T-901	PERMANENT SEEDING (MULCHED)	0.5	AC			\$3,100.00	\$1,550.00	\$5,000.00	\$2,500.00
15	SPEC.	CONCRETE WHEEL STOP	14	EA			\$275.00	\$3,850.00	\$200.00	\$2,800.00
		SUBTOTAL BID AMOUNT						\$695,390.00 **		\$785,620.00

BID SCHEDULE A:	\$0.00	\$695,390.00	\$785,620.00
BID SCHEDULE B:	\$0.00	\$137,760.00	\$91,625.00
<b>TOTAL BID AMOUNT:</b>	<b>\$0.00</b>	<b>\$833,150.00</b>	<b>\$877,245.00</b>

\* ERROR IN EXTENDED TOTAL

\*\* ERROR IN TOTAL BID AMOUNT

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook  
TALBERT & BRIGHT, INC.

9/21/2016  
DATE

**BID TABULATION  
NORTH RAMP REHABILITATION AND SOUTH RAMP EXPANSION  
ROWAN COUNTY AIRPORT  
TBI PROJECT NO. 3708-1503**

**BID SCHEDULE B - SOUTH RAMP EXPANSION**

Page 2 of 2

September 6, 2016

					KMD CONSTRUCTION, LLC SALISBURY, NC LIC.#49998		JT RUSSELL & SONS, INC. ALBEMARLE, NC LIC.#2767		ENGINEER'S ESTIMATE	
ITEM	SPEC	BASE BID								
NO.	NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	GP-105	MOBILIZATION	1	LS			\$35,000.00	\$35,000.00	\$8,300.00	\$8,300.00
2	REP	EXISTING PAVEMENT REMOVAL	240	SY		No values	\$10.00	\$2,400.00	\$10.00	\$2,400.00
3	P-152	UNCLASSIFIED EXCAVATION	375	CY		shown, as	\$28.00	\$10,500.00	\$10.00	\$3,750.00
4	P-152	UNSUITABLE EXCAVATION	50	CY		bid was	\$45.00	\$2,250.00	\$15.00	\$750.00
5	P-156	EXCELSIOR EROSION CONTROL MATTING	135	SY		deemed	\$3.00	\$405.00	\$5.00	\$675.00
6	P-156	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE	1	EA		non-responsive	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
7	P-156	TEMPORARY SILT FENCE	475	LF			\$4.00	\$1,900.00	\$8.00	\$3,800.00
8	P-156	TEMPORARY ROCK OVERFLOW OUTLET	2	EA			\$270.00	\$540.00	\$500.00	\$1,000.00
9	P-156	TEMPORARY SILT SACK INLET PROTECTION	2	EA			\$400.00	\$800.00	\$500.00	\$1,000.00
10	P-160	BITUMINOUS PAVEMENT MILLING	185	SY			\$23.00	\$4,255.00	\$5.00	\$925.00
11	P-209	CRUSHED AGGREGATE BASE COURSE	325	CY			\$105.00	\$34,125.00	\$60.00	\$19,500.00
12	P-401	BITUMINOUS CONCRETE SURFACE COURSE	285	TN			\$120.00	\$34,200.00	\$125.00	\$35,625.00
13	P-602	BITUMINOUS PRIME COAT	320	GAL			\$4.00	\$1,280.00	\$4.00	\$1,280.00
14	P-603	BITUMINOUS TACK COAT	1,245	GAL			\$3.00	\$3,735.00	\$6.00	\$7,470.00
15	P-620	EXISTING PAVEMENT MARKING REMOVAL	15	SF			\$88.00	\$1,320.00	\$10.00	\$150.00
16	T-901	PERMANENT SEEDING (MULCHED)	0.5	AC			\$3,100.00	\$1,550.00	\$5,000.00	\$2,500.00
		SUBTOTAL BID AMOUNT					\$0.00	\$137,760.00		\$91,625.00

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 26, 2016  
**SUBJECT:** Rockwell EMS Station Contract

---

Authorize County Manager to execute Rockwell EMS Station Contract.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Rockwell EMS Station Contract	9/26/2016	Cover Memo



**AIA**<sup>®</sup>

# Document A101™ – 2007

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the **26th** day of **September** in the year **2016**  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

**Rowan County**  
**130 West Innes Street**  
**Salisbury, NC 28144**

and the Contractor:  
*(Name, legal status, address and other information)*

**Crescent Construction Company, Inc.**  
**990 Lee Ann Drive**  
**Concord, NC 28025**

for the following Project:  
*(Name, location and detailed description)*

**Rowan County – Rockwell EMS Station**  
**Corner of East Main Street (US Hwy 52) / North Trexler Avenue**  
**Rockwell, NC 28138**

**The project is a 2,100 square foot Emergency Medical Services Station. Construction is exterior brick veneer (per the accepted alternate) over wood stud and CMU walls, and pre-engineered wood trusses with a shingled roof. Site work includes grading, utilities (power, water and sewer), storm drain system, sidewalks, paving and landscaping.**

The Architect:  
*(Name, legal status, address and other information)*

**Ramsay Burgin Smith Architects, Inc.**  
**225 North Main Street – Suite 501**  
**Salisbury, NC 28144**

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**Notice to Proceed and commencement of the Work will be dated October 12, 2016**

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred – Eighty Two ( 182 )** days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

Init.

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User Notes:

(1298823015)

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be **Five Hundred Thirty One Thousand – Two Hundred Fifty Dollars and No/100 (\$ 531,250.00 )**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

<b>Base Bid</b>	<b>\$ 513,000.00</b>
<b>Alternate #1 – Exterior Brick Veneer</b>	<b>\$ 18,250.00</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ 531,250.00</b>

§ 4.3 Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price Per Unit (\$0.00)</b>
<b>Unit Price #1 – Undercut and Fill*</b>	<b>Cubic Yard</b>	<b>\$27.50</b>
Excavating Undercut Soil on Site	Cubic Yard	\$ 5.00
Hauling and Legally Disposing Soil	Cubic Yard	\$ 8.00
Hauling Structural Quality Soil to Site	Cubic Yard	\$11.50
Compacting Structural Quality Soil	Cubic Yard	\$ 3.00
<b>Unit Price #2 – Undercut w/ABC Stone</b>	<b>Cubic Yard</b>	<b>\$53.00</b>
Excavating Undercut Soil on Site	Cubic Yard	\$ 5.00
Hauling and Legally Disposing Soil	Cubic Yard	\$ 8.00
Hauling ABC Stone to Site	Cubic Yard	\$36.00
Compacting ABC Stone	Cubic Yard	\$ 4.00

**\*The project includes an allowance of 200 cubic yards of undercut and fill, which calculates to \$5,500.00.**

§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

<b>Item</b>	<b>Price</b>
<b>Contingency Allowance</b>	<b>\$ 10,000.00</b>
<b>Undercut and Fill Allowance (200 cy)</b>	<b>\$ 5,500.00</b>
<b>Testing Allowance</b>	<b>\$ 4,000.00</b>
<b>Water Tap Fee Allowance (per Addendum #5)</b>	<b>\$ 5,000.00</b>

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **First** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Thirtieth (30<sup>th</sup>)** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Thirty ( 30 )** days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five** percent ( **5** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction; **See Reduction Method 5.1.8**
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five** percent ( **5** %); **See Reduction Method 5.1.8**
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety-five percent (95%) of the amount due on the Contractor's monthly application for payment. Thereafter the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. The following conditions must be met to qualify for contractual retainage reduction: The project must be on or ahead of schedule.**

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a Superior Court in Rowan County

Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

**6 % Six percent annually, compounded monthly or the maximum allowed by law, whichever is less**

§ 8.3 The Owner's representative:  
(Name, address and other information)

**Mr. Aaron Church, County Manager**  
**Rowan County**  
**130 West Innes Street**  
**Salisbury, NC 28144**

§ 8.4 The Contractor's representative:  
(Name, address and other information)

**Mr. Keith Gabriel, President**  
**Crescent Construction Company, Inc.**  
**990 Lee Ann Drive**  
**Concord, NC 28025**

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specifications	Invitation to Bid	August, 2016	2
	Instructions to Bidders	August, 2016	2
	Table of Contents	August, 2016	3
	Form of Proposal	August, 2016	4
	RBSA Office Rate Sheet	January, 2015	1
	General Conditions	August, 2016	7
	Supplementary	August, 2016	10
	General Conditions		

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

**SEE ATTACHMENT "A" TABLE OF CONTENTS**

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

**SEE ATTACHMENT "B" – SCHEDULE OF DRAWINGS**

Number	Title	Date
--------	-------	------

Init.

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	8/22/16	1
2	8/30/16	9
3	8/31/16	1
4	9/6/16	1
5	9/7/16	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
See Supplementary General Conditions Article 11: Insurance and Bonds	

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

**ROWAN COUNTY**

**CRESENT CONSTRUCTION CO., INC.**

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

**Aaron Church, County Manager**  
\_\_\_\_\_  
*(Printed name and title)*

**Keith Gabriel, President**  
\_\_\_\_\_  
*(Printed name and title)*

Init.

# **Additions and Deletions Report for** **AIA<sup>®</sup> Document A101<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:59:46 on 09/23/2016.

## **PAGE 1**

**AGREEMENT** made as of the 26th day of September in the year 2016

...

Rowan County  
130 West Innes Street  
Salisbury, NC 28144

...

Crescent Construction Company, Inc.  
990 Lee Ann Drive  
Concord, NC 28025

...

Rowan County – Rockwell EMS Station  
Corner of East Main Street (US Hwy 52) / North Trexler Avenue  
Rockwell, NC 28138

The project is a 2,100 square foot Emergency Medical Services Station. Construction is exterior brick veneer (per the accepted alternate) over wood stud and CMU walls, and pre-engineered wood trusses with a shingled roof. Site work includes grading, utilities (power, water and sewer), storm drain system, sidewalks, paving and landscaping.

The Architect:

...

Ramsay Burgin Smith Architects, Inc.  
225 North Main Street – Suite 501  
Salisbury, NC 28144

## **PAGE 2**

**Notice to Proceed and commencement of the Work will be dated October 12, 2016**

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred – Eighty Two ( 182 ) days from the date of commencement, or as follows:

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Five Hundred Thirty One Thousand – Two Hundred Fifty Dollars and No/100** (\$ **531,250.00** ), subject to additions and deductions as provided in the Contract Documents.

...

<b><u>Base Bid</u></b>	<b><u>\$ 513,000.00</u></b>
<b><u>Alternate #1 – Exterior Brick Veneer</u></b>	<b><u>\$ 18,250.00</u></b>
<b><u>TOTAL CONTRACT AMOUNT</u></b>	<b><u>\$ 531,250.00</u></b>

...

<b><u>Unit Price #1 – Undercut and Fill*</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$27.50</u></b>
<b><u>Excavating Undercut Soil on Site</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$ 5.00</u></b>
<b><u>Hauling and Legally Disposing Soil</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$ 8.00</u></b>
<b><u>Hauling Structural Quality Soil to Site</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$11.50</u></b>
<b><u>Compacting Structural Quality Soil</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$ 3.00</u></b>
<b><u>Unit Price #2 – Undercut w/ABC Stone</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$53.00</u></b>
<b><u>Excavating Undercut Soil on Site</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$ 5.00</u></b>
<b><u>Hauling and Legally Disposing Soil</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$ 8.00</u></b>
<b><u>Hauling ABC Stone to Site</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$36.00</u></b>
<b><u>Compacting ABC Stone</u></b>	<b><u>Cubic Yard</u></b>	<b><u>\$ 4.00</u></b>

**\*The project includes an allowance of 200 cubic yards of undercut and fill, which calculates to \$5,500.00.**

...

<b><u>Contingency Allowance</u></b>	<b><u>\$ 10,000.00</u></b>
<b><u>Undercut and Fill Allowance (200 cy)</u></b>	<b><u>\$ 5,500.00</u></b>
<b><u>Testing Allowance</u></b>	<b><u>\$ 4,000.00</u></b>
<b><u>Water Tap Fee Allowance (per Addendum #5)</u></b>	<b><u>\$ 5,000.00</u></b>

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **First** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Thirtieth (30<sup>th</sup>)** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Thirty** ( **30** ) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five** percent ( **5** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction; **See Reduction Method 5.1.8**
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved

in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5 %); See Reduction Method 5.1.8

...

**Prior to reaching a maximum retainage of two and one half percent (2.5%) of the total contract amount, the Owner will pay ninety-five percent (95%) of the amount due on the Contractor's monthly application for payment. Thereafter the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. The following conditions must be met to qualify for contractual retainage reduction: The project must be on or ahead of schedule.**

PAGE 5

[ X ] Litigation in a ~~court of competent jurisdiction~~ Superior Court in Rowan County

...

6 % **Six percent annually, compounded monthly or the maximum allowed by law, whichever is less**

PAGE 6

Mr. Aaron Church, County Manager  
Rowan County  
130 West Innes Street  
Salisbury, NC 28144

...

Mr. Keith Gabriel, President  
Crescent Construction Company, Inc.  
990 Lee Ann Drive  
Concord, NC 28025

...

<u>Specifications</u>	<u>Invitation to Bid</u>	<u>August, 2016</u>	<u>2</u>
	<u>Instructions to Bidders</u>	<u>August, 2016</u>	<u>2</u>
	<u>Table of Contents</u>	<u>August, 2016</u>	<u>3</u>
	<u>Form of Proposal</u>	<u>August, 2016</u>	<u>4</u>
	<u>RBSA Office Rate Sheet</u>	<u>January, 2015</u>	<u>1</u>
	<u>General Conditions</u>	<u>August, 2016</u>	<u>7</u>
	<u>Supplementary</u>	<u>August, 2016</u>	<u>10</u>
	<u>General Conditions</u>		

...

SEE ATTACHMENT "A" TABLE OF CONTENTS

...

SEE ATTACHMENT "B" – SCHEDULE OF DRAWINGS

PAGE 7

<u>1</u>	<u>8/22/16</u>	<u>1</u>
<u>2</u>	<u>8/30/16</u>	<u>9</u>
<u>3</u>	<u>8/31/16</u>	<u>1</u>
<u>4</u>	<u>9/6/16</u>	<u>1</u>
<u>5</u>	<u>9/7/16</u>	<u>1</u>

...

See Supplementary General Conditions  
Article 11: Insurance and Bonds

...

ROWAN COUNTY

CRESENT CONSTRUCTION CO., INC.

...

Aaron Church, County Manager

Keith Gabriel, President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:59:46 on 09/23/2016 under Order No. 1419905299\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Amy-Lynn Albertson, County Extension Director  
**DATE:** September 26, 2016  
**SUBJECT:** Special Recognition - Rowan County 4-H

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memorandum	9/26/2016	Cover Memo

Rowan County Center  
2727-A Old Concord Road  
Salisbury, NC 28146  
Phone: 704-216-8970  
Fax: 704-216-8995  
URL: <http://rowan.ces.ncsu.edu>

September 20, 2016

Mr. Greg Edds, Chairman  
Rowan County Board of Commissioners  
130 W. Innes Street  
Salisbury, NC 28144

Dear Chairman Edds:

In honor of National 4-H Week, Cooperative Extension is requesting to be put on the agenda of the October 3, 2016 Commissioner's meeting. Sam Oster (age 15) and Hailey Ziegelhofer (age 11), Rowan County 4-H'ers of the year, would like to make a special short presentation to the Rowan County Board of Commissioners.

During National 4-H Week, we honor the adult volunteers who mentor and educate true leaders. Not only does Extension recognize their 4-H volunteers, but also the Extension Master Gardener volunteers and the Extension Community Association volunteers. This National 4-H Week, we celebrate all of our volunteers! Rowan County volunteers do the work they do, because of the true leaders our youth will become.

In 2015, Rowan County Cooperative Extension volunteers donated 6,475 hours at a value of \$23.51/hour equaling \$152,151.00.

Sincerely,



Amy-Lynn Albertson  
County Extension Director

ALA/mm

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Gary Price, Rowan Transit System Director  
**DATE:** September 22, 2016  
**SUBJECT:** Public Hearing For FY'2018 Community Transportation Program Grant

---

The North Carolina Public Transportation Division is now accepting Community Transportation Program [CTP] applications for Fiscal Year 2018. The CTP is the principal source of funding for the RTS operations. The following overview is provided for your consideration at the October 3, 2016 Public Hearing.

**Administration:**      Requesting \$182,323:      \$154,974 or 85% grant & \$27,349 or 15% County match

Grant will support two positions, travel, communications, utilities, fleet insurance and office expenses.

**Capital Equipment:**      Requesting \$347,000:      \$312,300 or 90% grant & \$34,700 or 10% County match

1. DOT uses a 115,000 mile vehicle replacement schedule for vans and 145,000 miles for Light Transit Vehicles. Five vehicles qualified for replacement in FY' 18.
2. There is no guarantee new vehicles will be approved by NCDOT.
3. New vehicle deliveries arrive in spring of 2018. Actual replacement mileage will average 150,000 miles vans and 180,000 for LTV's.
4. Upon delivery of new vehicles, old vehicles must be sold at one of the County auctions or on govdeals.com
5. DOT requires proceeds to be spent on transit operations

**Conduct Public Hearing:**      Conduct the Public Hearing on the FY'2018 CTP application. [BOC clerk asked to provide an official record of the public hearing minutes to be included with the CTP application.]

**Adopt CTP Resolution:**      Identifies the County Manager as the "authorized official" to make the necessary federal and state assurances and certifications on application documents with empowerment to enter into subsequent NCDOT grant agreements. The County Attorney must also affirm that Rowan County has authority under State and local Law to make and comply with certifications and assurances.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
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# COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

## Section 5311 FY 2018 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* \_\_\_\_\_ and seconded by *(Board Member's Name or N/A, if not required)* \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, *(Legal Name of Applicant)* Rowan County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)\** County Manager of *(Name of Applicant's Governing Body)* Rowan County is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)\** Aaron Church *(Certifying Official's Title)* Rowan County Manager do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* Rowan County Board of Commissioners duly held on the 3 day of October, 2016.

\_\_\_\_\_  
*Signature of Certifying Official*

**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Printed Name and Address*

My commission expires *(date)* \_\_\_\_\_

*Affix Notary Seal Here*

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart, Assistant Planning Director  
**DATE:** September 23, 2016  
**SUBJECT:** Public Hearing for Z 10-16

---

Vernon Powell is requesting the rezoning of a portion of an 81.8 acre parcel owned by Jerry Trevey, James Epting, and Andrea Powell referenced as Tax Parcel 052-096 located at Long Ferry Road and an unnamed interstate service road near Interstate 85 from 85-ED-1 to 85-ED-2 and Commercial, Business, Industrial (CBI). Planning Staff recently met with Rowan Works staff regarding a potential development opportunity at this location which would require 85-ED-2 zoning designation and a conditional use permit.

Rezoning the area south of the service road 85-ED-2 would leave two (2) portions of adjacent parcels – .16 acres of Tax Parcel 052-093 and .35 acres of Tax Parcel 052-095 – zoned 85-ED-1 (see map of additional property to include). As such, Planning Staff provided mailed notice to the property owners indicating these areas would be included within this request. As per sec. 21-362(d), the Board of Commissioners, Planning Board, or property owners and their agents are able to initiate a rezoning. Staff requests the Board of Commissioners include these areas with the recommendation for Z 10-16.

Conduct public hearing, motion to adopt statement of consistency and reasonableness, and motion to approve / deny / table Z 10-16.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	9/23/2016	Exhibit
GIS Map	9/23/2016	Exhibit
Map of additional property to include	9/23/2016	Exhibit
Application	9/23/2016	Exhibit



## Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, N.C. 28144-4341  
Planning: 704-216-8588 Fax: 704-638-3130

### MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners  
FROM: Shane Stewart, Assistant Planning Director  
DATE: September 21, 2016  
RE: **Z 10-16**

#### **SUGGESTED BOARD OF COMMISSIONERS ACTION**

Receive staff report    Petitioner comments    Conduct public hearing    Close hearing & discuss statement of consistency & reasonableness    Motion to Approve / Deny / Table **Z 10-16**

#### **REQUEST**

Vernon Powell is requesting the rezoning of a portion of an 81.8 acre parcel owned by Jerry Trevey, James Epting, and Andrea Powell referenced as Tax Parcel 052-096 located at Long Ferry Road and an unnamed interstate service road near Interstate 85 from 85-ED-1 to 85-ED-2 and Commercial, Business, Industrial (CBI) [see enclosed map]. Planning Staff recently met with Rowan Works staff regarding a potential development opportunity at this location which would require 85-ED-2 zoning designation and a conditional use permit.

Rezoning the area south of the service road 85-ED-2 would leave two (2) portions of adjacent parcels – .16 acres of Tax Parcel 052-093 and .35 acres of Tax Parcel 052-095 – zoned 85-ED-1. As such, Planning Staff provided mailed notice to the property owners indicating these areas would be included within this request. As per sec. 21-362(d), the Board of Commissioners, Planning Board, or property owners and their agents are able to initiate a rezoning. Staff requests the Board of Commissioners include these areas with the recommendation for Z 10-16.

#### **ZONING CRITERIA**

##### **1. Relationship and conformity with any plans and policies.**

Plans – This property is located within Area 2 and, more importantly, the Commercial and Industrial Corridor along Interstate 85 as identified by the East Rowan Land Use Plan. In general, the plan encourages commercial, industrial, and mixed uses within one (1) mile of the interstate and would support both the existing and proposed zoning designations.

Policies – N/A.

## **2. Consistency with the requested zoning district’s purpose and intent.**

*The 85 ED districts “...are hereby established to preserve, encourage and enhance the economic development opportunities in areas adjacent and near I-85 in accordance to plans adopted by the county board of commissioners. It is recognized that I-85 is uniquely important the future of the county because of the great potential for development of all types that exist along this corridor. Development within these districts shall be of types which maximize the economic benefits to the county while minimizing the potential impacts.*

*The district are designed to accommodate, as appropriate, uses such as manufacturing, distribution, retail, service industries, corporate parks. Certain individual uses may be allowed as uses by right in some districts, while other more intensive uses may require a higher level of review and approval by the county. The districts encourage and allow more creative design of land development than may be provided on other general zoning districts. This flexibility is provided for planned unit developments.”*

**85-ED-1.** The purpose of the 85-ED-1 district is to encourage the location of "high capital investment/high wage/low employment/clean" industries. Certain industries shall be allowed as permitted uses standards provided to protect adjacent neighborhoods. Other heavy industries may be allowed as conditional uses. If part of a larger master plan limited accessory and ancillary retail and service uses may be allowed.

**85-ED-2.** In areas where existing conditions such as surrounding development, access etc. may make the area less marketable for uses listed exclusively in the 85-ED-1 district then the 85-ED-2 district may be appropriate. The primary additions to this district are distribution and wholesaling operations.

**Commercial, Business, Industrial, CBI.** This zone allows for a wide range of commercial, business and light industrial activities which provide goods and services. This district is typically for more densely developed suburban areas, major transportation corridors, and major cross-roads communities. However this district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

Between 2000-2003, properties along I-85 were evaluated for inclusion within newly established economic development zones (85-ED-1 through 4) to provide additional non-residential district options. A transition from 85-ED-1 to 85-ED-2 is somewhat a “lateral” move as the 85-ED-2 district permit all uses allowed in 85-ED-1 in addition to distribution and wholesale trade as conditional uses.

**3. Compatibility of all uses within the proposed district classification with other properties and conditions in the vicinity.**

Compatibility of uses – The below table provides a generalized list of land use categories permitted in the 85-ED-1, 85-ED-2, and CBI districts. A more detailed list may be found in sections 21-34 & 113 of the Zoning Ordinance.

<b>Land Use</b>	<b>85-ED-1</b>	<b>85-ED-2</b>	<b>CBI</b>
Residential	Not allowed	Not allowed	Permitted
Construction	Not allowed	Not allowed	Permitted
Manufacturing	Most permitted	Most permitted	Most permitted
Transp., Comm., etc.	Not allowed	Not allowed	Permitted
Wholesale Trade	Not allowed	Permitted with CUP	Permitted
Retail Trade	Not allowed	Not allowed	Permitted
Fin., Insur., etc.	Not allowed	Not allowed	Permitted
Services	Not allowed	Not allowed	Most permitted

Conditions in the vicinity (see enclosed map) –

**North** – Rushco Market gas station at 1190 Long Ferry Rd. (LFR), Duke Energy substation (1220 LFR), and properties along Willow Creek Dr. (interstate service road) zoned 85-ED-2 by the county and *Interstate Business (IB)* and *Manufacturing and Industrial (I)* by the Town of Spencer.

**South** – Town Creek and its associated floodplain and the ALDI distribution facility at 1985 Old Union Ch. Rd.

**East** – Mobi Lodge (1400 Block LFR), a 37 space manufactured home park zoned 85-ED-1, Sharp Transit (1355 LFR), Salisbury-Rowan Utilities (SRU) water tower, concentration of residential uses, and large undeveloped properties.

**West** – Salisbury wastewater treatment plant at the end of Heiligtown Rd., *IB* and 85-ED-2 zoned areas by the Town of Spencer and East Spencer respectively, and three (3) businesses along Montclair Dr. (interstate service road).

**4. Potential impact on facilities such as roads, utilities and schools.**

Roads – This parcel has 1,172 ft. of frontage on the unnamed frontage road and 501 ft. on Long Ferry Rd., which is classified as a major thoroughfare. Surprisingly, the NCDOT Comprehensive Transportation Plan does not contain a design capacity for this portion of Long Ferry Road. Average daily traffic count from 2013 suggests 4,700 vehicle trips along this section of Long Ferry Road (historical high of 5,400 in 2009).

Utilities – Public water is available along Long Ferry Road extending from the adjacent water tower to the Town of East Spencer. Sewer is available at the wastewater treatment facility on the west side of I-85.

Schools – Both 85-ED-1 and 2 do not permit residential uses; CBI does permit residential use but is an unlikely land use choice.

**DECISION MAKING**

In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is “*whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance.*” Additionally, the boards “*shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.*”

**PROCEDURES**

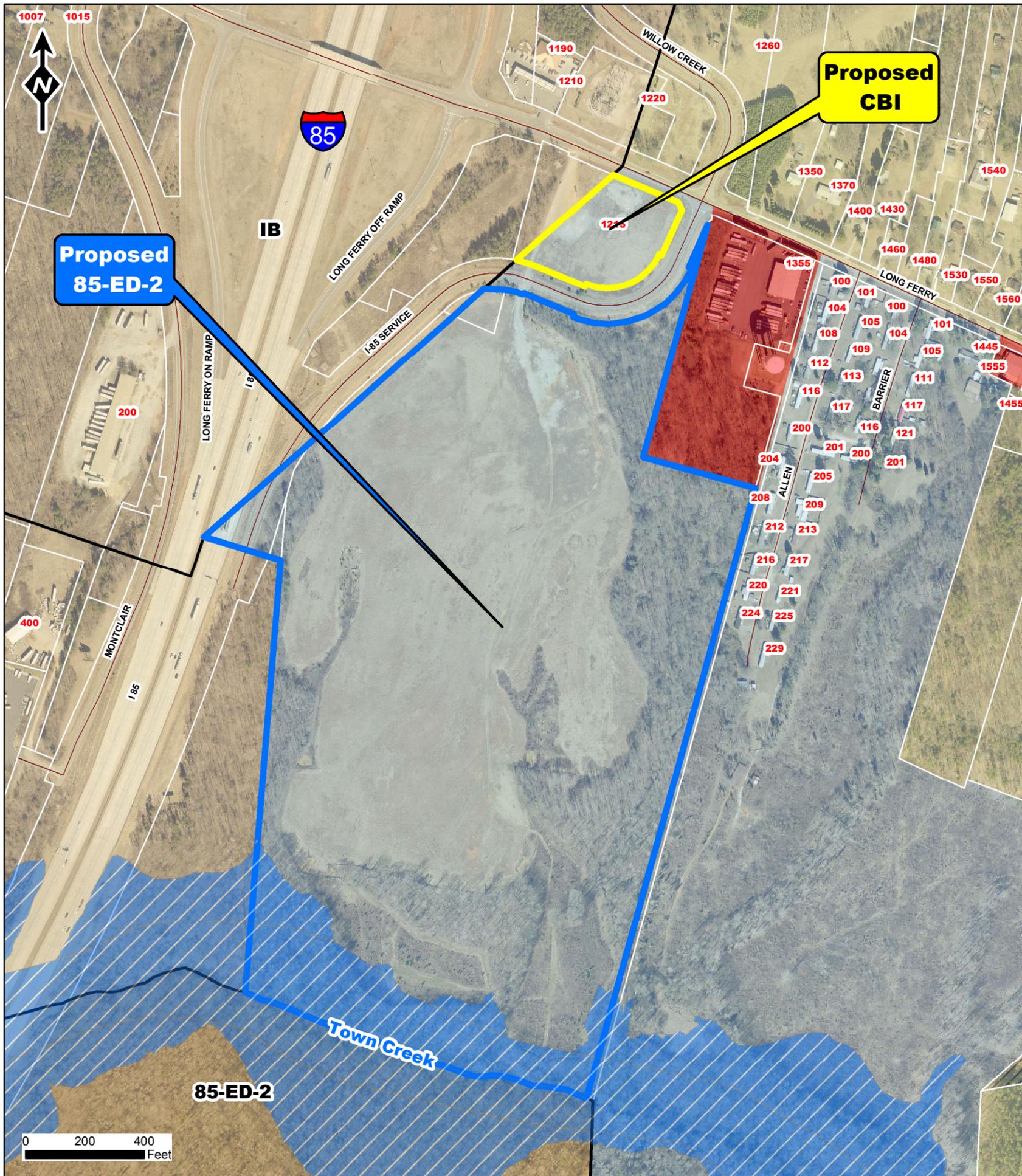
The Board of Commissioners must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. Staff recommends also providing a statement analyzing the reasonableness of the decision.

**STAFF COMMENTS**

The “Trevey” site contains a number of important infrastructure features and excellent interstate visibility necessary to attract a variety of economic development opportunities. A district change to 85-ED-2 affords additional distribution and wholesale trade options for the main part of the property (subject to issuance of a conditional use permit) while the CBI area provides a more appropriate designation for the corner lot. The two (2) portions of adjacent properties staff recommended to include within this request would ensure a consistent zoning map for the county jurisdictional area.

**SEPTEMBER 26, 2016 PLANNING BOARD MEETING**

Based on the advanced scheduling of the October 3<sup>rd</sup> Public Hearing, the Planning Board meeting has yet to occur before preparation of this memo. As such, the results of this meeting and the subsequent statement formulation will be delivered at the public hearing.



**Zoning**

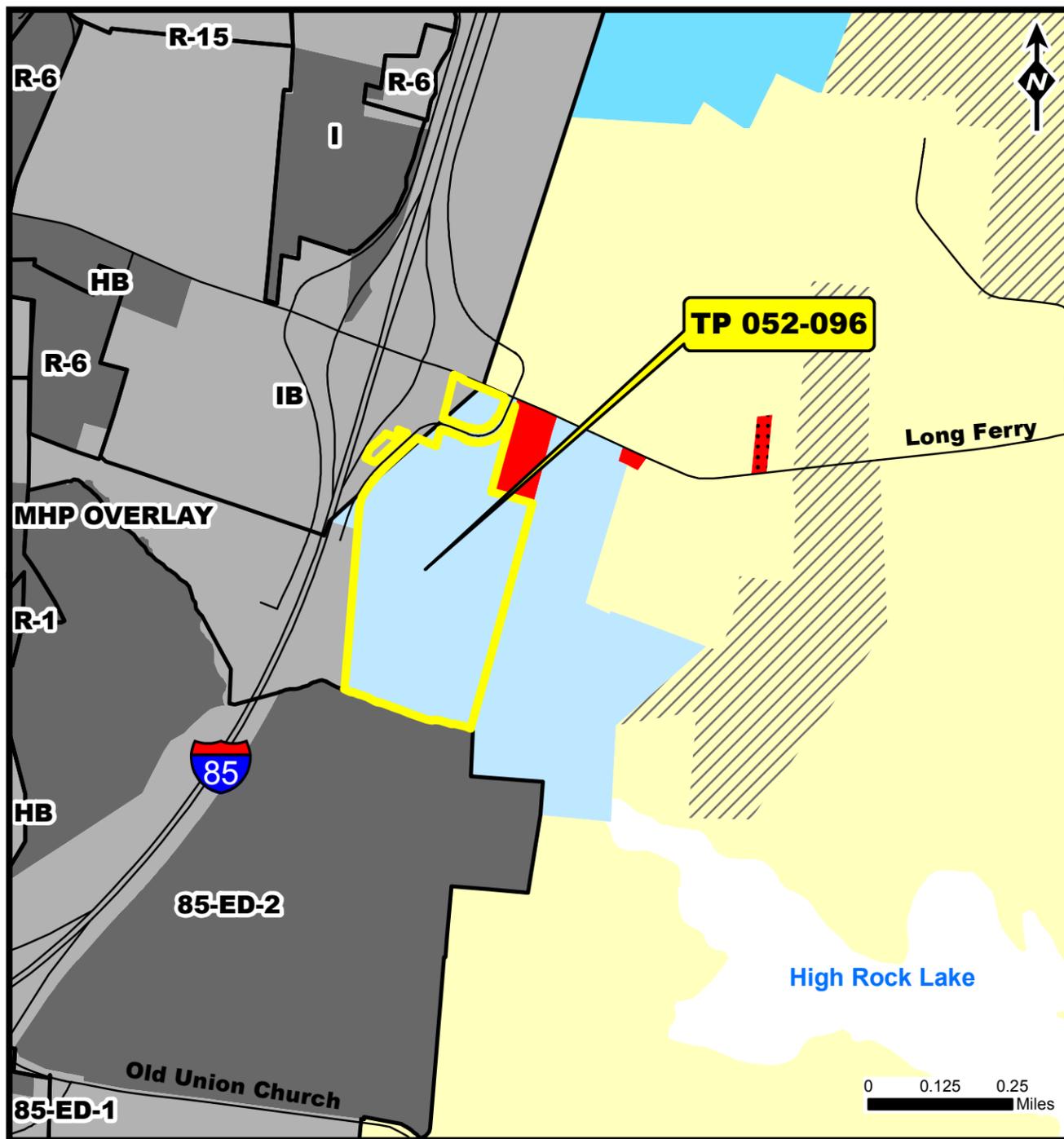
	RA		IND
	AO		85-ED-1
	CBI		85-ED-2

**LEGEND**

	Proposed 85-ED-2
	Proposed CBI
	Town Limits
	ETJ
	Floodplain
	Parcels
	Roads
	5210 Addresses

**Z 10-16:  
Trevey et.al.**

Prepared by Rowan County Planning & Development: September 12, 2016 March 2014 Aerial





Montclair



TP 052-095

Creek  
WILLOW

Long Ferry

Portions  
proposed  
85-ED-2

TP 052-096  
Proposed  
CBI

I-85 Service Rd

TP 052-093

TP 052-093



TP 052-096  
Proposed  
85-ED-2

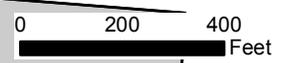
### Zoning Jurisdiction

- East Spencer
- Spencer
- County

- Proposed 85-ED-2
- Proposed CBI
- Lyerly / Four Rowan Group
- Portions to be included

- Parcels
- Roads

This map was prepared from the Rowan County, NC Geographic Information System. Rowan County has made substantial efforts to ensure the accuracy of the location and labeling information on this map. Rowan County promotes and recommends the independent verification of any digital data contained on this product by the user. Rowan County makes no warranty or other assertion as to the fitness of the maps for any particular purpose and neither Rowan County nor it's agents or employees shall be liable for any claim alleged to have resulted from any use thereof.





Rowan County Department of  
Planning & Development  
402 N. Main Street Ste 204  
Salisbury, NC 28144  
Phone (704) 216-8588  
Fax (704) 638-3130  
www.rowancountync.gov

Case # Z 10-16  
Date Filed 09.02.16  
Received By SAS  
Amount Paid \$ 300.00

Office Use Only

**REZONING APPLICATION**

**OWNERSHIP INFORMATION:**

Name: James Epting (25%); Jerry Trevey (50%); Andrea Powell (trustee - 25%)

Signature: *Andrea Powell (trustee)*

Phone: 336-312-2847 Email: \_\_\_\_\_

Address: 103 Elmwood Terrace, Greensboro, NC 27408

**APPLICANT / AGENT INFORMATION** (Complete affidavit on back if other than owner):

Name: Vernon Powell

Signature: \_\_\_\_\_

Phone: 336-337-5940 Email: vernonbpowell@gmail.com

Address: 103 Elmwood Terrace, Greensboro, NC 27408

**PROPERTY DETAILS:**

Tax Parcel(s): 052 096 Size (sq.ft. or acres): 78.13

Property Location: Long Ferry Road (near Interstate 85)

Current Land Use: undeveloped

Date Acquired: 5/8/86 Deed Reference: Book 624 Page 951

Surrounding Land Use: North undeveloped

South distribution center (Aldi)

East trucking company (Sharp Transit) & mobile home park

West undeveloped

Existing Zoning 85-ED-1 Requested Zoning 85-ED-2 (main parcel) & CBI (Outparcel)

**AFFADAVIT OF OWNER**

To be completed if a second party will represent case

I (We), Andrea Powell, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Andrea Powell

Date: 9-2-2016

Name of Applicant / Agent: Vernon Powell

Address: 103 Elmwood Terrace, Greensboro, NC 27408

Phone Number: 336-337-5940

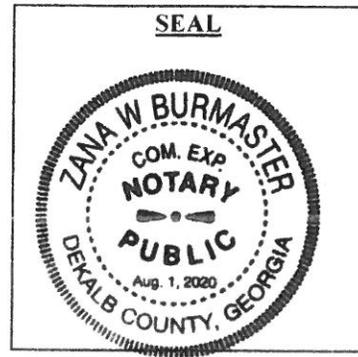
**IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.**

STATE OF Georgia COUNTY OF Dekalb

I, Zana W. Burmaster, a Notary Public for said County and State, do hereby certify that Andrea Powell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires August 1, 2020.

Zana W. Burmaster



**OFFICIAL USE ONLY**

- 1. Signature of Rezoning Coordinator: [Signature]
- 2. Planning Board
- Courtesy Hearing: 09/26/16
- 3. Notifications Mailed: 09/13/16
- 4. Property Posted: 09/15/16
- 5. Planning Board Action: Approved  Denied
- 6. Board of Commissioners
- Public Hearing: 10/03/16
- 7. Notifications Mailed: 09/21/16
- 8. Property Posted: 09/21/16
- 9. Dates Advertised: 1<sup>st</sup> 09/22/16 2<sup>nd</sup> 09/29/16
- 10. BOC Action: Approved  Denied
- 11. Date Applicant Notified: 1/1

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** September 22,  
**SUBJECT:** Second Reading for Proposed Revisions to Chapter 5 (Animals) of the Rowan County Code of Ordinances

---

In accordance with the Rowan County Code of Ordinances the Board must have a second reading for the proposed revisions to the Animal Ordinance.

Chapter 2, Sec. 2-227 of the Rowan County Code of Ordinances deals with the adoption, amendment or repeal of ordinances. The Ordinance states, "*If the proposed measure is approved by a majority but not by all the members of the board, or if the measure is not voted on at that meeting, it shall be considered at the next regular meeting of the board.* If it then or at any time thereafter within one hundred (100) days of its introduction receives a majority of the votes cast, the measure is adopted."

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Approved Redline Text - September 19, 2016	9/27/2016	Cover Memo
Approved Text - Clean Version - September 19, 2016	9/27/2016	Cover Memo

## Chapter 5 - ANIMALS<sup>11</sup>

### Footnotes:

--- (1) ---

**Editor's note**—An ordinance adopted June 7, 1995, amended ch. 5 in its entirety, in effect repealing and reenacting said chapter to read as herein set out. The former ch. 5, §§ 5-26—5-39 and 5-51—5-59, pertained to similar subject matter and derived from §§ I—XIII and XV of an ordinance adopted Nov. 6, 1989.

**Cross reference**— Licenses, Ch. 10; noise, Ch. 14; insect and rodent control at mass gatherings, § 12-79; animals at large in parks, § 16-35; disposal of animals in solid waste containers, § 19-29(g)(7); streets, sidewalks and other public places, Ch. 19.5.

**State Law reference**— Authority of county to levy taxes to provide animal protection and control programs, G.S. 153A-149(c)(6); animal license tax, G.S. 153A-153; animal shelters, G.S. 153A-442; dogs, G.S. Ch. 67; power of county to regulate, restrict or prohibit the possession or harboring of dangerous animals, G.S. 153A-131; wildlife resources commission, G.S. 143-237 et seq.; rabies, G.S. 130A-184 et seq.; protection of animals, G.S. Ch. 19A.

## ARTICLE I. - IN GENERAL

Secs. 5-1—5-25. - Reserved.

## ARTICLE II. - ANIMAL CONTROL

### DIVISION 1. - GENERALLY

Sec. 5-26. - Authorization.

Rowan County Animal Services, is authorized under the provisions of G.S. Ch. 130A-39 to adopt appropriate rules for the protection of the public health regarding animal control concerns in the county.

(Ord. of 6-7-95, § I(A); Ord. of 11-6-00, § I(A))

Sec. 5-27. - Purpose.

It is the purpose of these rules 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 state law.

(Ord. of 6-7-95, § I(B); Ord. of 11-6-00, § I(B))

Sec. 5-28. - Policy.

Consistent with the responsibility to protect and advance the public health, it is declared to be the policy of the board that all dogs and cats are to be immunized against rabies; and unless provided otherwise herein, that all domesticated animals and all exotic animals are to be restrained in order to prevent a public nuisance, danger to humans, injury or disease; and, that all animals are to be treated in a humane manner.

(Ord. of 6-7-95, § I(C); Ord. of 11-6-00, § I(C); Ord. of 9-8-15)

Sec. 5-29. - Scope.

No person shall own or keep a dog, cat or other animal in the county contrary to the provisions of these rules. Previously adopted rules, procedures and requirements of the county health department are rescinded.

(Ord. of 6-7-95, § I(D); Ord. of 11-6-00, § I(D))

Sec. 5-30. - Conflict with other laws and regulations.

The provisions of any federal, state, or municipal law or regulation establishing standards affording greater protection to the public welfare, safety and health shall prevail within the jurisdiction of such agency over standards established by these rules.

(Ord. of 6-7-95, § I(E); Ord. of 11-6-00, § I(E))

Sec. 5-31. - Right of entry.

The Animal Services director, through his/her authorized designee, shall have the right of entry upon the premises of any place where entry is necessary to carry out the provisions of these rules. If consent for entry is not obtained, an administrative search and inspection warrant shall be obtained pursuant to G.S. 15-27.2. However, if an imminent hazard exists, no warrant is required for entry upon the premises.

(Ord. of 6-7-95, § I(F); Ord. of 11-6-00, § I(F))

Sec. 5-32. - Interference with enforcement.

It shall be unlawful for any person to interfere with, hinder or molest the employees of the health department in their enforcement of these rules, or to seek to release any animal in the custody of such person, except as otherwise specifically provided.

(Ord. of 6-7-95, § I(G); Ord. of 11-6-00, § I(G))

Sec. 5-33. - Appeals.

Any person aggrieved by any action of an animal control officer with regard to these rules shall first confer with the health director, who may affirm or reverse the original decision of the representative. If the person is dissatisfied with the health director's decision, he/she shall give written notice of appeal, setting forth the grievances, to the health director within thirty (30) days after the conference with the health director. Upon receiving this notice the health director shall, within five (5) working days, transmit to the chairman of the board the notice and all other pertinent papers. The board shall hold a hearing within fifteen (15) days after it receives notice of appeal. The board shall give the appellant no less than ten (10) days notice of the date, time and place of the hearing. Any party may appear in person or by agent or

attorney. No person shall take any action prohibited by the health department until there is a final resolution of the grievance. On appeal, the board shall have the authority to affirm, modify or reverse the challenged action. The board shall issue a concise written decision setting forth its reasons with all deliberate speed after the hearing.

(Ord. of 6-7-95, § I(H); Ord. of 11-6-00, § I(H))

Sec. 5-34. - Agency responsibility and authority.

- (a) Authority is hereby granted to Rowan County to establish and maintain an animal control program. The Animal Services department shall employ animal control officers and such other employees as shall be determined necessary, and approved by the county board of commissioners. The Animal Services director, through his/her authorized designee, shall:
- (1) Have responsibility, along with law enforcement agencies, to enforce the laws of North Carolina and the rules of the board pertaining to animal control and shall cooperate fully with all law enforcement officers within the county in support of these laws/rules.
  - (2) Enforce and carry out the laws of North Carolina and the rules of the board pertaining to rabies control, except those areas assigned to another agency.
  - (3) Be responsible for the investigation of all reported animal bites of humans, for the quarantine of any dog or cat involved and suspected of having rabies for a period of not less than ten (10) days and reporting to the health director as soon as practicable the occurrence of any such animal bite and the condition of any quarantined animal.
  - (4) Make such canvasses of the county as necessary for the purpose of ascertaining compliance with these rules and state laws pertaining to animal control.
  - (5) Be responsible for the operation of the county animal shelter.
  - (6) Keep or cause to keep, accurate and detailed records of:
    - a. Bite cases, violations and complaints and investigation of these cases.
    - b. Seizure, impoundment and disposition of all animals coming into the custody of the animal control program.
    - c. All monies belonging to the county derived from fees, penalties, or other sources and to deposit all funds so collected daily.
    - d. Any other matters required by the state law or directed by the health director.
  - (7) Issue notices of violations of these rules in such form as the board may prescribe.
  - (8) Investigate cruelty to and abuse of animals.
  - (9) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or cat or other animal in the county involved in a violation of these rules or state law pertaining to animal control.
  - (10) It shall be unlawful for any person to interfere with, hinder, or molest the employees of the animal services department, in their enforcement of these rules, or to seek to release any animal in the custody of such person, except as otherwise specifically provided.
- (b) Penalty for interference with enforcement. Failure to comply with the requirements in subsection (10) shall result in a fine for each offense. Fee: One hundred dollars (\$100.00).

(Ord. of 6-7-95, § II; Ord. of 11-6-00, § II)

Sec. 5-35. - Definitions.

The following words and phrases shall, for the purpose of these rules, have the meaning assigned herein unless the contents clearly indicate another meaning.

*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 and in which agents injurious to health have been removed or destroyed to a practical minimum.

*Adequate shelter* means . that shelter which will keep a nonaquatic 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 non-feline 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 of 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. Metal barrels 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.~~

Does not apply to cats and the following domesticated livestock: cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, hinnies, llamas, alpacas, lagomorphs, ratites, and poultry (except within municipal corporate limits the term "poultry" applies only to poultry flocks greater than 20 birds).

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*Adequate Water:* A constant access to a supply of clean, fresh water provided in a sanitary manner. In near or below freezing temperatures the water must be changed frequently to prevent freezing.

*Aggressive* means forceful, hostile, injurious or destructive behavior.

*Animal* means every live vertebrate other than human beings.

*Animal enforcement officer* means a Rowan County employee designated by the animal services director to enforce the Rowan County Animal Control Rules, county ordinances and state laws pertaining to animal control.

*Animal enforcement manager* means the animal control officer responsible for supervision of the animal enforcement section of the county animal services department.

*Animal Services department* means the Rowan County department that includes the Animal Enforcement, Animal Shelter, and Nature Center facilities and staff.,

*Animal services director* means the Rowan County Employee responsible for the management of the Animal Services department

*Animal shelter* means any premises designated by the animal services director for the purpose of impounding and caring for animals.

*Animal trap* means a humane live trap.

*At large.* An animal shall be deemed to be at large when it is off the property of its owner or keeper, and not under the physical restraint of a competent person.

*Board of health* means the policy-making, rule-making and adjudicatory body for the county health department and is appointed by the county commissioners.

*Cat* means a domesticated carnivorous mammal of the genus Felis.

*Competent person* means a person of legal age and discretion to keep an animal under sufficient restraint and control in order to prevent harm to people, the animal and to other animals including, but not limited to, domesticated animals.

*Cruelty and cruel treatment* means every act, omission, or act of neglect whereby unjustifiable pain, suffering or death is caused, or permitted against animals, as well as acts or attempted acts of teasing, molesting, baiting or trapping of animals unlawfully.

*Dangerous exotic animal* means any exotic animal or hybrid thereof which is a carnivore; a member of the bear family; a non-human primate; a species of herbivore with a history of aggression toward humans; a venomous reptile; a member of the crocodile family; or a member of the boa and python family in excess of ten (10) feet in length. This definition excludes birds and ferrets.

*Dangerous/potentially dangerous dog.* See section 5-39.

*Dog* means a domesticated carnivorous mammal of the genus *Canis*.

*Domesticated* means tame, controllable, closely associated with and compatible with humans.

*Environmental health supervisor* means the supervisor of the environmental health division of the county health department.

*Exotic animal* means any living animal other than domestic dogs, domestic cats, and animals normally kept as livestock, or such other animals as may hereafter be designated by the health director.

*Health department* means the Rowan County Health Department.

*Health director* means the director of the Rowan County Health Department or a duly authorized representative.

*Imminent hazard* means a situation which is likely to cause an immediate threat to human life or animals, an immediate threat of serious physical injury, an immediate threat of serious adverse health effects, or a serious risk of irreparable damage to the environment if no immediate action is taken.

*Impoundment* means the confinement or restraint of any animal by a person or animal control employee duly authorized by the health director.

*Injury* means the wounding of an animal.

*Keeper* means a person or group 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 monitored by such person.

*Owner* means a person having a possessory property right in an animal.

*Owner's or keeper's real property* means any real property owned or leased by the owner of the animal.

*Person* means any individual, family, group of individuals, corporation, partnership, organization or institution commonly recognized by law as an entity.

*Pet* means an animal kept for pleasure rather than utility.

*Public nuisance.* See section 5-38.

*Registered feral feline colony* shall be a group of cats that are under the general control of a 501(c)3 non-profit authorized to operate within the county by the animal control director in compliance with the community cat section 5-112 herein.

*Restraint* means restriction or control of an animal's movement.

*Severe injury* means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

*Stray* means any domestic or exotic animal not under restraint and found off the property of its owner or keeper.

*Suspected of having rabies* means any mammal, wild, exotic or domestic, that has bitten a human or another animal.

*Vehicle* means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, and expressly including bicycles.

*Veterinary hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

*Wild* means living in a state of nature, not domesticated, untamed, not under the control of man.

(Ord. of 6-7-95, § III; Ord. of 11-6-00, § III; Ord. of 9-8-15)

Sec. 5-36. - Restraint of non-vicious animals.

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash, harness, or similar effective or humane device that is capable of restraining an animal, or confinement indoors or within a cage, fence, or vehicle or similar secure enclosure. Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.
- (b) It shall be unlawful for any person to keep any animal unless it is restrained, whether on or off the owner or keeper's property.
- (c) Preferable containment of a dog is by keeping it indoors or confined within a fence or a kennel with the required dimensions of 10 feet by 10 feet per dog. If kept on an outside restraint, all restraints must be designed and placed so as to prevent choking or strangulation, and be of such design as to restrain the animal during its utmost physical attempts to free itself.

Dogs over 6 months old may be tethered to a restraint system outdoors. A restraint system can be an overhead pulley trolley system, a retractable cable system, or a swivel cable anchored into the ground. All of these must allow the dog a minimum of 10 feet of travel perpendicular to the anchor point. For a pulley system, the stationary cable that the pulley runs on must be at least 10 feet in length and anchored on each end to a stationary object. The line attached to the pulley must allow the dog to move perpendicularly at least 10 feet from the stationary cable. The restraint line must be attached to the dog with a buckle type collar or body harness and the line can weigh no more than 10 percent of the animal's body weight. A swivel to prevent entanglement should be on at least one end of the restraint line attached to the animal. Each animal should have access to shade and adequate shelter as defined in ordinance Sec. 5-35.

Sporting and working dogs are exempt from these specific restraint requirements.

- (d) Nothing contained in these rules is intended to be in conflict with the laws of the State of North Carolina regarding dogs while being used in hunting. Nor are these rules intended to interfere with legal sporting events or exhibitions involving dogs, cats, or other animals. However, while engaged in such activities, the owner or keeper of such animals shall be strictly liable for damages done by those animals to the person, possessions or property of others.
- (e) All female dogs and cats in heat (estrus) must be confined. The owner or keeper of any female dog or cat in heat must confine the animal in a building or enclosure in such manner that it will not be in contact with another dog or cat. Restraining the animal in an open area with a chain or leash to a fixed object does not constitute confinement, and is a violation of these rules. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner or keeper of an animal involved in the breeding process.

- (f) ~~An owner or keeper of any animal shall be held strictly liable for any damages done by the animal while on or off the owner's or keeper's real property.~~
- (g) . Animals may not remain on uninhabited property such as a vacant lot or a lot without an occupied domicile.

(h) Penalty.

Fee for failure to restrain non-vicious animals, subsection (b): Twenty-five dollars (\$25.00).

Fee for failure to properly confine females in heat, subsection (e): Fifty dollars (\$50.00).

(Ord. of 6-7-95, § V; Ord. of 11-6-00, § V)

Sec. 5-37. - Keeping stray animals; requirements, failure to surrender.

- (a) *Dogs, cats and livestock.* 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 that person, unless that person has, within twenty-four (24) hours from the time such animal came into his/her possession, notified an animal control officer of his/her intentions to either surrender the stray animal to the animal control officer or advertise such stray animal in the local newspaper for three (3) consecutive days. If the individual holding the stray animal elects to advertise the animal in the local newspaper and the prior owner does not respond by the tenth day from the last day of publication of the notice, the individual who has advertised shall be deemed the legal owner. If the advertisement has not appeared within seventy-two (72) hours, the animal shall be surrendered to the animal control officer. It shall be unlawful for any person to refuse to surrender any such animal to the animal control officer upon demand.
- (b) *Dangerous exotic animals.* Any person finding or capturing an exotic or dangerous exotic animal shall immediately notify animal enforcement of the same, and shall surrender the exotic animal to the animal services director or his designee upon request.
- (c) *Penalty.* Failure to comply with the requirements in subsections (a) and (b) shall result in a fine of twenty-five dollars (\$25.00) for each offense.
- (d) Registered feral feline colonies under the community cat program in section 5-112 shall be exempt from this section for the purposes herein.

(Ord. of 6-7-95, § VII; Ord. of 11-6-00, § VII; Ord. of 9-8-15)

Sec. 5-38. - Public nuisances prohibited.

- (a) If an animal has bitten a human or another animal, it shall be declared a public health nuisance and the owner or keeper shall be fined as provided for in subsection (f).
- (b) An animal may be determined by the animal services director, or his designee, to be a public nuisance when it commits any of the following acts two (2) or more times or any combination of two (2) or more of the following acts one (1) or more times.
  - (1) Chases, snaps at, or otherwise molests pedestrians, bicyclists, motor vehicles, farm stock or domestic animals; or
  - (2) Turns over garbage pails; or
  - (3) Damages gardens, lawns, or other foliage or other real or personal property.

- (c) Upon determining that an animal is a public nuisance, the animal control officer shall make a good faith attempt to notify the owner in writing of such determination and of such requirements as may be necessary to prevent the continuation of the nuisance condition.
- (d) It shall be unlawful for the owner or keeper of an animal, which has been determined to be a public nuisance in accordance with this section or G.S. 130A-200, to allow the nuisance to continue if the owner or keeper has received notice and a reasonable time to correct the nuisance.
- (e) Any owner or keeper shall be held strictly liable for any damages to any person or another person's possessions or property done by any of the owner or keeper's animals while such animals are running at large or declared a nuisance.
- (f) Failure to comply with the requirements in subsections (a)—(e) shall result in a fine for each of the following offenses.
  - (1) First violation of public nuisances: Twenty-five dollars (\$25.00).
  - (2) Second violation of public nuisances: Fifty dollars (\$50.00).
  - (3) Third violation of public nuisances: Seventy-five dollars (\$75.00).
  - (4) Fourth violation or more: Two hundred dollars (\$200.00).

(Ord. of 6-7-95, § VIII; Ord. of 11-6-00, § VIII)

Sec. 5-39. - Dangerous dogs or potentially dangerous dogs: definitions and procedures.

- (a) The purpose of the dangerous dog rule is to protect persons and animals from unprovoked attacks from a dog or dogs that are dangerous or potentially dangerous.
- (b) As used in this section, unless the context clearly requires otherwise, and except as modified in subsection (b) of this section, the term:
  - (1) "Dangerous dog" means a dog that:
    - a. Without provocation has killed or inflicted severe injury on a person; or
    - b. Is determined by the responsible authority designated by the board to be potentially dangerous because the dog has engaged in one (1) or more of the behaviors listed in subsection (2) of this subsection.
    - c. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
  - (2) "Potentially dangerous dog" means a dog that the responsible authority designated by the board determines to have:
    - a. Inflicted severe injury on a person; or
    - b. Killed or inflicted severe injury upon a domestic animal when not on the owner's or keeper's real property; or
    - c. Approached a person when not on the owner's or keeper's property in a vicious or terrorizing manner in an apparent attitude of attack.
- (c) The provisions of this section do not apply to:
  - (1) A dog being used by a law enforcement officer to carry out law enforcement 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 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 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, assaulting the dog, had tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.
- (d) For the purpose of enforcing the dangerous or potentially dangerous dog rule, the board designates the health director, the environmental health supervisor or the animal services director each as the responsible authority for declaring a dog to be a potentially dangerous dog or a dangerous dog. The board shall also designate a subcommittee of the board to hear any appeals. The animal services director shall have the authority to gather evidence and request hearings before the appellate board concerning dangerous or potentially dangerous dogs. The person making the determination that a dog is a potentially dangerous dog or a dangerous dog must notify the owner or keeper in writing, giving the reasons for the determination before the dog may be considered potentially dangerous or dangerous under this section. The owner or keeper may appeal the determination by filing written objections with the appellate board within three (3) days. The appellate board shall schedule a hearing within twenty (20) days of the filing of the objections. Any appeal from the final decision of such appellate board shall be taken to the superior court by filing notice of appeal and a petition for review within ten (10) days of the final decision of the appellate board. Appeals from rulings of the appellate board shall be heard de novo before a superior court judge sitting in Rowan County.
- (e) Any animal declared a dangerous dog or potentially dangerous dog is required to remain confined at the county animal shelter until such time as the owner constructs or makes available confinement facilities which are adjudged by county animal control officials to be secure and in keeping with all requirements.
- (f) Redemption fees and daily boarding fees at a rate established by the board shall continue to accrue each day the animal remains confined at the county animal shelter. All charges and fees are required to be satisfied before the animal can be released to its owner.
- (g) Minimum cage requirements for any animal declared as a dangerous dog or potentially dangerous dog are as follows:
- (1) Ten (10) feet x ten (10) feet x six (6) feet heavy gauge chain link fence.
  - (2) Four-inch concrete slab.
  - (3) Roof suitable to contain the dog.
  - (4) Double pad lock.
  - (5) "Beware of dog" signs posted on the lot.
- (h) Once the animal owner is notified that any animal has been declared to be a dangerous or potentially dangerous dog, the owner will have three (3) weeks to construct the dog lot and have it approved by the county animal services director.
- (i) The dog must stay caged in accordance with the county animal control rules until all appeals are exhausted.
- (j) Precautions required against attacks by dangerous dogs or potentially dangerous dogs.
- (1) It is unlawful for an owner or keeper to:
    - a. Leave a dangerous dog or potentially dangerous dog unattended on the owner's or keeper's real property unless the dog is confined in a securely enclosed and padlocked chain link pen, with a concrete bottom and a secure top, along with the posting of the premises with four (4) 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 health director or his designee.
    - b. Permit a dangerous dog to go beyond the owner's or keeper's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.

- c. Even in the presence of an owner or keeper or others, permit a dangerous or potentially dangerous dog on the owner's or keeper's property, not confined in a secured enclosure, to be without a muzzle.
- (2) If the owner or keeper of the dangerous dog transfers ownership or possession of the dog to another person as identified in G.S. 12-2(6), the owner or keeper shall provide written notice to:
  - a. The authority that made the determination under this section stating the name and address of the new owner or possessor of the dog; and
  - b. The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the authority's determination.
- (3) Violation of this section is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for not more than thirty (30) days or both.
- (k) The owner or keeper of a dangerous dog shall be strictly liable in civil damages for any injuries or property damage the dog inflicts upon a person, his/her property, or another animal.
- (l) Penalties.
  - (1) The owner or keeper of a dangerous dog that attacks a person and causes physical injuries requiring medical treatment in excess of one hundred dollars (\$100.00) shall be guilty of a misdemeanor punishable by a fine of up to five thousand dollars (\$5,000.00), imprisonment up to two (2) years, or both.
  - (2) The fee for failure to comply with this section 5-39 is five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IX; Ord. of 11-6-00, § IX)

Sec. 5-40. - Registration of exotic and dangerous exotic animals.

- (a) *Exotic and dangerous animals constitute a potential risk to public health and safety.* Fully effective rabies vaccines are not available at this time for exotic mammals. In order to more adequately protect the public from rabies, animal control officers must be aware of the location of these animals. Exotic and dangerous exotic animals constitute a potential risk to public health and safety due to the possibility of human injury or death resulting from attacks by such animals.
- (b) *Dangerous exotic animal; registration.* Owners or keepers of exotic and/or dangerous exotic animals as property or pets shall register each animal with the animal services director or his designee. No fee shall be charged for this registration. Any person who brings a dangerous exotic animal into this county for a period exceeding twenty-four (24) hours shall register the animal within one (1) business day.
- (c) *Dangerous exotic animal; federal and state permits required.* Every owner of an exotic and/or dangerous exotic animal shall be subject to the following requirements:
  - (1) *Permits required.* No owner or keeper may possess a dangerous exotic animal in the county without first obtaining all permits required by the federal government, the state and the registration requirements by the board.
  - (2) *Application.* An owner of a dangerous exotic animal must complete a registration application, which shall be supplied by the board. The application, once completed, shall contain the following information:
    - a. Name, address and telephone number of the applicant.
    - b. A description of the animal, including species, sex and body weight.
    - c. The address of the premises where the animal will be kept.

- d. Proof of the applicant's ability to respond in damages for bodily injury or death of any person or for damages to property owned by another person which may result from the ownership, keeping or maintenance of such animal. Proof of ability to respond in damages shall be given by filing with the health director a certificate of insurance from an insurance company authorized to do business in the state, stating that the applicant is insured by a policy with a minimum coverage of one million dollars (\$1,000,000.00) per claim to compensate persons for personal injury and property damage. In lieu of insurance the owner may post with the health director a surety bond in the same amounts conditioned upon payment of such damages. Such certificate of insurance or bond shall provide that no cancellation of the insurance or bond will be made unless ten (10) days' written notice is first given to the health director.
  - e. Copies of all federal and state permits and licenses required for such animal.
- (3) *Penalty.* The fee for failure to register exotic or dangerous exotic animal(s) with county animal shelter is twenty-five dollars (\$25.00) per animal.

(Ord. of 6-7-95, § X; Ord. of 11-6-00, § X)

Sec. 5-41. - Cruelty to animals/animal abandonment.

- (a) All animals shall be kept and treated under sanitary and humane conditions and failure of the owner or keeper of the animal to abide by the following provisions shall be subject to the penalties described in subsection (c) listed below:
  - (1) All animals in the possession of any person shall be provided proper and adequate food and water. All animals, unless otherwise indicated in this chapter, shall be given at suitable intervals, not to exceed twenty-four (24) hours, a quantity of wholesome food suitable for the species and age, sufficient to maintain a healthful level of nutrition. All animals shall have access to a supply of clean, fresh water.
  - (2) All animals shall be kept in a clean area and provided adequate shelter as described by definition on Section 5-35. The enclosure shall be ventilated and must have sufficient room for the animal(s) to move around freely and to lie down comfortably. The following shall not constitute adequate shelter:
    - a. Underneath outside steps, decks and stoops;
    - b. Inside vehicles during the summer;
    - c. Inside metal barrels placed in direct sunlight during the summer;
    - d. Inside cardboard boxes.
  - (3) All owners or keepers of animals shall provide proper medical attention for sick, diseased, or injured animals. A sick animal shall go no longer than twenty-four (24) hours without veterinary care.
- (b) No person shall beat, torment, overload, overwork, tease, molest or bait an animal as defined in section 5-41. No person shall shoot a dog, either on or off the owner's property, unless the dog is in the act of attacking a human being, livestock or poultry. No person shall trap a dog or cat that they are not the legal owner of without the permission of the county animal services director. By way of example and not limitation, the following acts or conditions shall constitute prima facie evidence of animal cruelty:
  - (1) Animals that have not been fed or watered adequately;
  - (2) Allowing animals to live in unsanitary and crowded conditions, and allowing animals to be exposed to extreme damp, hot or cold weather without shelter;

- (3) Failure or refusal of an owner to obtain medical treatment for an animal when in an animal control officer's opinion such treatment is needed;
  - (4) A collar, rope or chain embedded in or causing injury to an animal's neck;
  - (5) Causing, permitting or instigating any dog fight, cock fight, bull fight or other illegal contest or combat between animals or animals and humans;
  - (6) Exposing any known poisonous substance or mix a poisonous substance with food so that it will likely be eaten by any animal. This does not include acts or attempts of persons to rid their own property of rats or any other acts permitted by the state wildlife department;
  - (7) Anyone leaving an animal in a closed car, truck or other vehicle for such duration or at temperatures as an animal control officer in his/her sole discretion, deems harmful or potentially harmful to the animal. No person shall carry or cause to be carried in or upon any vehicle or other conveyance any animal in a cruel or inhumane manner;
  - (8) Turning loose or discarding any animal with the intent of abandoning such animal.
- (c) Penalty. Failure to comply with section 5-41 will result in a fine for cruelty to animals.
- Per event per animal .....\$100.00
- Abandonment of animal .....75.00

(Ord. of 6-7-95, § XI; Ord. of 11-6-00, § XI; Ord. of 9-8-15)

Sec. 5-42. - Luring, enticing, seizing, molesting, or teasing an animal.

- (a) It shall be unlawful to seize any animal by luring or enticing that animal off its owner's or keeper's property.
- (b) It shall be unlawful to seize, molest or tease any animal belonging to another person or which is legally held or controlled by another person or while the animal is on the property of its owner or keeper.
- (c) An animal control officer of the county may not set an animal trap within fifty (50) yards of the animal owner's property without first notifying the owner that his/her animal has been in violation.
- (d) Any animal that follows an animal control officer off the owner's property may not be impounded without first notifying the owner that the animal is in violation.
- (e) Nothing in this section shall prevent authorized animal control personnel or other designated and approved groups / agencies registered under section 5-112 from humanely trapping animals for the purpose of enforcing these rules.
- (f) Anyone caught luring, enticing, seizing, molesting or teasing an animal illegally will be fined fifty dollars (\$50.00) per event per animal.

(Ord. of 6-7-95, § XII(1); Ord. of 11-6-00, § XII(1); Ord. of 9-8-15)

Sec. 5-43. - Destruction of wounded, diseased, or unweaned animals.

Any animal seized or impounded by a county animal control officer(s), which is badly wounded, diseased, not weaned, is not a rabies suspect and has no identification, may be euthanized immediately in a humane manner. If the animal has identification, the animal control officer shall attempt to notify the owner or keeper before disposing of the animal. If the owner or keeper cannot be reached readily and the animal is suffering, the animal services director or his designee may destroy the animal at his/her discretion in a humane manner. Badly wounded or diseased animals brought in by their owners will be euthanized at the owner's request and with a signed release form.

(Ord. of 6-7-95, § XII(2); Ord. of 11-6-00, § XII(2))

Sec. 5-44. - Destruction of animals which cannot be seized by reasonable means.

- (a) The health director, animal services director, or their designee is authorized to destroy animals which cannot be seized by reasonable means, under the following conditions:
  - (1) A dangerous dog, a rabid animal, an animal suspected of having rabies, an animal biting humans or other animals, or seriously threatening humans or animals, or killing or injuring livestock, may be considered a serious and immediate threat by the health director.
  - (2) An animal at large which constitutes a serious and immediate threat to the public or other domesticated animals and cannot be captured by reasonable means, may be destroyed by order of the health director in a reasonable and safe manner.

(Ord. of 6-7-95, § XII(3); Ord. of 11-6-00, § XII(3))

Sec. 5-45. - Injuring or killing of animals, notice required.

- (a) At large animals are often involved in animal biting humans cases. It is necessary to observe these animals for ten (10) days, in confinement, in order to determine if they have rabies, for the protection of the victim and the public. The injured or killed animal may be the one sought after in a bite case and never be located if it is killed or injured and no report is made.
- (b) Any person injuring or killing a dog, cat or dangerous exotic animal, accidentally or intentionally, shall immediately notify the owner or keeper of the animal or the animal shelter.
- (c) Any person that intentionally kills or injures an animal will be fined fifty dollars (\$50.00) per animal per event.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4))

Sec. 5-46. - Miscellaneous concerns.

- (a) All keepers or owners of animals that die, from any cause, shall bury the dead animal to a depth of at least three (3) feet beneath the surface of the ground on his leased or owned property. No animal shall be buried within three hundred (300) feet of any flowing stream or public body of water. In the alternative, the animal shall be disposed of in a manner approved by the health director or the animal services director. In any event, all dead animals shall be disposed of within twenty-four (24) hours after knowledge of the death.
- (b) All persons who injure or kill a domesticated animal by running over, into or otherwise coming in contact with such an animal with an automobile, motorcycle, bicycle or other vehicle shall notify the owner of the animal immediately. If the owner is not known the person who injured or killed the animal shall immediately notify the animal services director or the police department if the injury or death occurred in the city. If the injury or death occurred in the county, the owner should notify the sheriff's office. An owner or lessee of real property who finds an injured or suffering domesticated animal on his property shall report the same to animal control as soon as the animal is discovered on the real property.
- (c) No live animal shall be given away, raffled or offered as a prize, premium or advertising device for or at an inducement to enter any contest, game or other competition involving skill or chance.
- (d) Animal control shall have the authority to inspect public exhibits of animals which are part of fairs, carnivals, festivals, fundraising events, petting zoos and any other activity or function carried on in the county. Animal control shall have the authority to close down any exhibit, function or activity if it is

determined that the animals are being cruelly treated or animals run the risk of causing injury or harm to the public or to themselves.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4); Ord. of 9-8-15)

Sec. 5-47. - Citations and penalties for violations.

- (a) The health director or his designee is hereby empowered to issue civil citations to any person if there is probable cause to believe that such person has violated any of the provisions of these rules.
  - (1) Citations so issued may be served in person upon the violator by the health director or his designee, or the citation may be mailed by registered or certified mail, return receipt requested or by other means reasonably calculated to give actual notice.
  - (2) Any citation so served or mailed shall describe the violation with reasonable particularity and shall state the time period within which the alleged violator shall make payment of the fine and shall specifically warn that failure to pay such fine shall result in an additional civil action as hereinafter set forth.
  - (3) If payment is not received within the time limits specified in the citation or if other equitable settlement has not otherwise been made, the health director or his designee may thereupon institute a civil action in the appropriate division of the general courts of justice for recovery of the penalties prescribed by these rules. Such civil action must be filed within three (3) years of the date that the civil citation was served on the violator.
  - (4) All citation forms shall be serially numbered in triplicate, and all records with respect to the citation forms and the disposition of the same shall be maintained so that all such forms shall be capable of an immediate accounting.
- (b) Any person who shall violate the provisions of these rules as adopted by the board shall be guilty of a Class 1 misdemeanor as set forth in G.S. 130A-25.

(Ord. of 6-7-95, § XIII; Ord. of 11-6-00, § XIII)

Secs. 5-48—5-70. - Reserved.

DIVISION 2. - COMPLIANCE WITH STATE RABIES LAWS

Sec. 5-71. - Supplemental to state laws.

- (a) It shall be unlawful for any animal owner, keeper or other person to fail to comply with all applicable state laws pertaining to the control of rabies.
- (b) It is the purpose of these rules 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 state law.

(Ord. of 6-7-95, § IV; Ord. of 11-6-00, § IV; Ord. of 9-8-15)

Sec. 5-72. - Vaccination of dogs and cats.

- (a) It shall be unlawful for an owner or keeper to fail to provide a current vaccination against rabies (hydrophobia) for any dog or cat four (4) months of age or older. Should it be deemed necessary, by

the animal services director, that other domestic animals be vaccinated in order to prevent or control a threatened epizootic or epidemic or to control an existing epizootic, it shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for any such animal.

- (b) A rabies vaccination shall be deemed current if administered according to the most recent state department of health and human services recommendations, and an approved rabies vaccine must be utilized.
- (c) All rabies vaccines shall be administered by a person authorized to do so in accordance with state law.
- (d) The health director can authorize a canvass of the county to determine if there are any dogs or cats not wearing the required vaccination tag. If a dog or cat is found not wearing the required rabies vaccination tag, the animal control officer shall check to see if the owner's or keeper's identification can be found on the animal. If the animal control officer does not know whom the owner or keeper is, the animal control officer may impound the animal.
- (e) Rabies vaccinations are not approved for exotic animals, except as authorized by the state public health veterinarian.
- (f) Penalty. Failure to comply with the requirements in subsection (a) shall result in a fine of one hundred dollars (\$100.00) for each offense.

(Ord. of 6-7-95, § IV(1); Ord. of 11-6-00, § IV(1))

Sec. 5-73. - Vaccination tag and certificate.

- (a) Upon compliance with the provisions of division 2 of this article, the owner or keeper of the vaccinated dog or cat shall be issued a rabies tag, containing the words "North Carolina" or the initials "N.C." and stamped with a number and the year for which issued, and a rabies vaccination certificate.
- (b) 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 or an implanted microchip that allows for animal control to determine the vaccination is current. The collar or harness, with attached tag or an implanted microchip that allows for animal control to determine that the vaccination is current must be present at all times.
- (c) In addition to all other penalties as prescribed by law, a dog or cat is subject to impoundment in accordance with the provisions of these rules if the dog or cat is found not to be wearing a currently valid rabies tag.
- (d) It shall be unlawful for any person to use, for any animal, a rabies vaccination tag issued for another animal.
- (e) Failure to comply with the requirements in subsection (b) shall result in a fine of twenty-five dollars (\$25.00) for each offense.

(Ord. of 6-7-95, § IV(2); Ord. of 11-6-00, § IV(2); Ord. of 9-8-15)

Sec. 5-74. - Notice to health director when person bitten; confinement of animal.

- (a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or his/her parent or guardian if such person is a minor, and the person owning such animal or having the same in his/her possession or under his/her control, to notify the health director or the animal shelter immediately and give their names and addresses; and the owner or the keeper or person having such animal in his/her possession or under his/her control shall immediately and securely confine it for ten (10) days at the expense of the owner in such place as

may be designated by the health director. Exotic animals shall be confined for a period to be determined by the state public health veterinarian or surrendered for rabies examination if required by the state public health veterinarian. It shall be the duty of every physician, after his/her professional attendance upon a person bitten by any animal having rabies, or suspected of having rabies to report to the health director the name, age, and sex of the person so bitten, and the precise location of the bite wound, within twenty-four (24) hours after having first knowledge that the person was bitten.

- (b) If the owner of, or a person who has in his/her possession or under his/her control, an animal having rabies or suspected of having rabies refuses to confine the animal as required by these rules and G.S. 130A-197, the health director may order seizure of the animal and its confinement for ten (10) days in such a place as the health director shall designate.
- (c) Law enforcement agencies investigating animal bites shall report such bites immediately to the health director and give the names and addresses of person bitten and of the owner or keeper of such animal.
- (d) Animals confined, pursuant to this section, shall not be released from confinement except by permission of the health director.
- (e) Animals confined, pursuant to this section, shall be confined at the expense of the owner or keeper.
- (f) In the case of an animal whose owner or keeper is not known, the animal shall be kept at the animal shelter for the supervised confinement period required by these rules. Exotic animals shall be kept at a secure location not accessible to the public. Confinement arrangements shall be approved by the health director or his designee. Staff access to the animal shall be limited to the minimum number reasonably required to provide adequate care.
- (g) Badly wounded, diseased, or suffering animals which, are suspected of having rabies, may be humanely destroyed immediately and the head forwarded to the state department of health and human services for examination.
- (h) Any dog or cat confined for observation of rabies shall be confined in a secure enclosure which shall be: A padlocked pen of sufficient strength to contain the animal, with a concrete bottom and a secured top, or a locked home or locked outbuilding with a concrete bottom and secure windows or no windows. Any requests for home confinements shall be approved at the discretion of the health director, or animal services director.
- (i) Penalties.
  - (1) Failure to report a bite when a person is bitten by an animal (subsection (a)) shall result in a fine of fifty dollars (\$50.00).
  - (2) Failure to confine or give up for confinement an animal that has bitten (subsection (b)) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(3); Ord. of 11-6-00, § IV(3))

Sec. 5-75. - Destruction or confinement of animal bitten by a known rabid animal.

- (a) *Required.* Animals not vaccinated against rabies and are bitten by a known rabid animal or an animal suspected of having rabies that is not available for diagnosis, shall be immediately destroyed unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for the period of six (6) months at the owner's expense. If the animal has a current rabies vaccination, it shall be re-vaccinated at the expense of the owner or keeper and returned to the owner or keeper.
- (b) *Area-wide emergency quarantine.*
  - (1) When reports indicate a positive diagnosis of rabies to the extent the lives of persons and animals are endangered, the health director may declare an area-wide quarantine for such a

period as he/she 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 health director. During such quarantine, the health director and law enforcement officers may seize and impound at large dogs and cats in the county. During the quarantine, the health director shall be empowered to provide for a program of mass immunization for rabies by the establishment of temporary emergency rabies vaccination facilities. No animal that has been impounded as a stray, unclaimed by its owner or keeper, shall be allowed to be adopted during the period of emergency.

- (2) In the event there are additional positive cases of rabies occurring during the period of quarantine, the quarantine may be extended at the discretion of the health director.

(c) *Post mortem diagnosis.*

- (1) 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 laboratory section of the state department of health and human services for rabies diagnosis.
- (2) The carcass of any animal suspected of dying of rabies shall be processed in the same manner as an animal that died under observation.

(d) *Penalties.*

- (1) Failure to comply with destruction or confinement of animal bitten by a known rabid animal (subsection (a)) shall result in a fine of five hundred dollars (\$500.00).
- (2) Failure to comply with wide area emergency quarantine (subsection (b)(1)) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(4); Ord. of 11-6-00, § IV(4))

Sec. 5-76. - Unlawful killing or releasing of certain animals.

- (a) It shall be unlawful for any person to kill or release any animal under observation for rabies, or any animal under observation for biting a human or another animal, or to remove such animal from the county without written permission from the health director. The health director may authorize any animal to be euthanized for rabies diagnosis.
- (b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(5); Ord. of 11-6-00, § IV(5))

Sec. 5-77. - Failure to surrender animal for confinement or destruction.

- (a) It shall be unlawful for any person to refuse to surrender any animal for confinement or destruction as required by these rules, when required by the health director.
- (b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(6); Ord. of 11-6-00, § IV(6))

Secs. 5-78—5-100. - Reserved.

DIVISION 3. - IMPOUNDMENT

Sec. 5-101. - Authorized; duration; records required.

- (a) Any dog/cat/animal which appears to be lost, stray or unwanted, or not wearing a currently valid rabies vaccination tag, as required by state law and these rules, or not under restraint in violation of these rules, may be seized, impounded, and confined in a humane manner in an animal shelter.
- (b) The duration of the impoundment of these dogs/cats/animals may be established by the health director or his/her designee, but the duration of the impoundment shall not be less than seventy-two (72) hours. During the impoundment period, an animal control officer shall make a reasonable effort to locate the owner or keeper of the dog/cat/animal. If the dog/cat/animal is not reclaimed by its owner or keeper during the impoundment period, the animal shall be disposed of in the following manner:
  - (1) Returned to the owner or keeper;
  - (2) Adopted as a pet by a new owner;
  - (3) Or euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association.
- (c) The animal shelter shall maintain a record of all dogs/cats/animals impounded under this section; which shall include the date of impoundment, the length of impoundment, the method of disposal of the dog/cat/animal and the name of the person or institution to whom any dog/cat/animal has been released.
- (d) Impoundment of such dogs/cats/animals shall not relieve the owner or keeper thereof from any penalty: which may be imposed for violations of these rules.

(Ord. of 6-7-95, § VI; Ord. of 11-6-00, § VI)

Sec. 5-102. - Notice to owner or keeper of dogs or cats.

Upon impoundment of a dog or cat, notice of such impoundment shall be posted at the animal shelter until the dog or cat shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the dog or cat. Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(1); Ord. of 11-6-00, § VI(1))

Sec. 5-103. - Redemption by owner or keeper of dogs and cats.

- (a) The owner or keeper of an animal impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and notified and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.
- (b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-104 in order to redeem an animal that has been impounded pursuant to state law and these rules.
- (c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the health department for immediate adoption or destruction as provided for in section 5-106(a).

(Ord. of 6-7-95, § VI(2); Ord. of 11-6-00, § VI(2))

Sec. 5-104. - Procedure with respect to redemption or adoption of dogs or cats.

- (a) All dogs or cats adopted from or redeemed from the animal shelter must have a rabies vaccination, unless written proof of a current rabies vaccination can be furnished. Every person who adopts or redeems a dog or cat must make a deposit at the animal shelter toward the cost of a rabies vaccination. Upon making the deposit, the person will be given a receipt for the deposited amount. The person may then take the dog or cat to any veterinarian in the county, have the dog or cat vaccinated and present the receipt to the veterinarian. The amount deposited and shown on the receipt shall be counted toward the cost of the vaccination. The person must then supply the animal shelter with written proof of vaccination from the veterinarian. The time limit for dogs and cats over four (4) months of age will be three (3) days, excluding Saturdays, Sundays and holidays. For those animals under the age of four (4) months, the time limit will vary according to their age.
- (b) All dogs and cats, which are to be adopted from the animal shelter, must be spayed or neutered. Any person wishing to adopt a dog or cat is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:
  - (1) Pay a deposit established by the health department and county for the veterinarian who performs the spay/neuter within the time frame spelled out in subsection (3) listed below.
  - (2) Take the dog or cat to any veterinarian in the county for the spay/neuter treatment.
  - (3) The time limit to complete spay/neuter for dogs or cats over four (4) months of age shall be thirty (30) days or at the discretion of the veterinarian.
  - (4) Any adoption of a dog or cat that dies of natural causes within thirty (30) days of the adoption date, may be replaced for any dog or cat chosen by the adopter that is the property of the animal shelter and deemed suitable for adoption. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.
  - (5) An adopted dog or cat may be exempt from this provision if the owner furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.
  - (6) A dog or cat known to have bitten a human or known to have killed livestock shall not be offered for adoption unless the animals services director rules that a bite was in self defense and the adoption is made by a rescue organization and with full disclosure of the animals history nor shall a known fighting dog be offered for adoption (7) Sick or injured dogs or cats shall not be offered for adoption except by rescue organizations deemed by the animal servies director qualified to address these issues.
  - (8) Aggressive dogs or cats shall not be offered for adoption.
- (c) Adoption of dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA-APHIS). The dangerous exotic classification of an animal shall be disclosed in writing to a prospective adopter prior to adoption of such animal.

(Ord. of 6-7-95, § VI(3); Ord. of 11-6-00, § VI(3))

Sec. 5-105. - Destruction or adoption of unredeemed dog or cat.

- (a) If an impounded dog or cat is not redeemed by the owner or keeper within the period prescribed in section 5-103(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-104.

- (b) No animal which has been impounded by reason of its being a stray, unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(4); Ord. of 11-6-00, § VI(4))

Sec. 5-106. - Immediate placement for adoption or destruction of owner surrendered dogs or cats.

- (a) Any dog or cat surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption or humanely euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or of the American Humane Association when:
  - (1) The owner or keeper directs in writing that the dog or cat be placed for adoption or humanely destroyed; and
  - (2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the dog or cat; and that the dog or cat has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and
  - (3) The owner or keeper agrees that he/she will indemnify and hold the county, including the health department, harmless from any loss or damage it may sustain, including attorney's fees, by reason of destruction or placement for adoption of the dog or cat; and
  - (4) The owner or keeper transfers ownership or custody of the dog or cat to the health department and releases the health department from any future claims with respect to the dog or cat.
- (b) Upon receiving said assurances, the animal services department may rely on the same and place the dog or cat for adoption, or euthanize the dog or cat by accepted standards. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(5); Ord. of 11-6-00, § VI(5))

Sec. 5-107. - Notice to owner or keeper of other animals and exotic animals.

Upon impoundment of an other animal(s), notice of such impoundment shall be posted at the animal shelter until the other animal(s) shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the other animal(s). Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(6); Ord. of 11-6-00, § VI(6))

Sec. 5-108. - Redemption by owner or keeper of other animals and exotic animals.

- (a) The owner or keeper of an other animals impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and is notified in writing or by telephone and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.

- (b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-109 in order to redeem an animal that has been impounded pursuant to state law and these rules.
- (c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the animal services department for immediate adoption or destruction as provided for in section 5-111(a).

(Ord. of 6-7-95, § VI(7); Ord. of 11-6-00, § VI(7))

Sec. 5-109. - Procedure with respect to redemption or adoption of other animals and exotic animals.

- (a) Any person wishing to adopt another animal is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:
  - (1) Pay the appropriate administrative fee for adoption.
  - (2) Any adopted animal that dies of natural causes within thirty (30) days of the adoption date, may be replaced by a similar animal if available or any dog or cat chosen by the adopter that is the property of the animal shelter and deemed suitable for adoption. The appropriate vaccination and spay/neuter fees will have to be paid prior to the adoption of a dog or cat. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.
  - (3) An adopted animal or dog or cat may be exempt from this provision if the owner/adopter furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.
  - (4) An animal known to have bitten a human or known to have killed livestock shall not be offered for adoption, nor shall a known fighting cock be offered for adoption.
  - (5) Sick or injured animals shall not be offered for adoption.
  - (6) Aggressive animals shall not be offered for adoption.
- (b) Adoption or redemption of exotic or dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture or the Animal and Plant Health Inspection Service (USDA-APHIS).

(Ord. of 6-7-95, § VI(8); Ord. of 11-6-00, § VI(8))

Sec. 5-110. - Destruction or adoption of unredeemed other animals or exotic animals.

- (a) If an impounded animal is not redeemed by the owner or keeper within the period prescribed in section 5-108(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-109(a).
- (b) No animal which has been impounded by reason of its being a stray or unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(9); Ord. of 11-6-00, § VI(9))

Sec. 5-111. - Immediate placement for adoption or destruction of owner surrendered other animals or exotic animals.

- (a) Any animal surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption (exception exotic or dangerous exotics) or humanely euthanized by accepted standards when:
  - (1) The owner or keeper directs in writing that the animal be placed for adoption or humanely destroyed; and
  - (2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the animal; and that the animal has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and
  - (3) The owner or keeper agrees that he/she will indemnify and hold the county, including the animal services department, harmless from any loss or damage it may sustain, including attorney's fees, by reason of destruction or placement for adoption of the animal; and
  - (4) The owner or keeper transfers ownership or custody of the animal to the health department and releases the animal services department from any future claims with respect to the animal.
- (b) Upon receiving said assurances, the animal services department may rely on the same and place the animal for adoption, or destroy the animal, as it sees fit. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(10); Ord. of 11-6-00, § VI(10))

Sec. 5-112. - Community cats.

- (a) Organizations or individuals that engage in trap-neuter-return are required to register through a sponsoring organization approved by the animal control director. Organizations performing or supporting trap-neuter-return in Rowan County shall identify and nominate a community cat sponsoring organization, which shall be recognized by the Rowan County Animal Control Director.
- (b) The community cat sponsoring program shall make available to the public information about the trap-neuter-return and feral cats, shall attempt to notify the appropriate community cat caregiver when notified by the animal control director about an impounded eartipped cat, and shall provide a single point of contact to the animal control director 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. Cat must be vaccinated for rabies and FVRCP (Feline Viral Rhinotracheitis Calicivirus, and Panleukopenia).
  - 5. Cats must be eartipped and microchipped.
  - 6. Cat bites must be reported to Rowan County Animal Control.
- (d) Responsibilities of Rowan County Animal Control:
  - 1. Persons that contact Rowan 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 Rowan County Animal Control with a complaint about an eartipped community cat, county staff will contact the community cat sponsoring organization for assistance in resolving the complaint.

(Ord. of 9-8-15)

## Chapter 5 - ANIMALS<sup>11</sup>

### Footnotes:

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**Editor's note**—An ordinance adopted June 7, 1995, amended ch. 5 in its entirety, in effect repealing and reenacting said chapter to read as herein set out. The former ch. 5, §§ 5-26—5-39 and 5-51—5-59, pertained to similar subject matter and derived from §§ I—XIII and XV of an ordinance adopted Nov. 6, 1989.

**Cross reference**— Licenses, Ch. 10; noise, Ch. 14; insect and rodent control at mass gatherings, § 12-79; animals at large in parks, § 16-35; disposal of animals in solid waste containers, § 19-29(g)(7); streets, sidewalks and other public places, Ch. 19.5.

**State Law reference**— Authority of county to levy taxes to provide animal protection and control programs, G.S. 153A-149(c)(6); animal license tax, G.S. 153A-153; animal shelters, G.S. 153A-442; dogs, G.S. Ch. 67; power of county to regulate, restrict or prohibit the possession or harboring of dangerous animals, G.S. 153A-131; wildlife resources commission, G.S. 143-237 et seq.; rabies, G.S. 130A-184 et seq.; protection of animals, G.S. Ch. 19A.

## ARTICLE I. - IN GENERAL

Secs. 5-1—5-25. - Reserved.

## ARTICLE II. - ANIMAL CONTROL

### DIVISION 1. - GENERALLY

Sec. 5-26. - Authorization.

Rowan County Animal Services, is authorized under the provisions of G.S. Ch. 130A-39 to adopt appropriate rules for the protection of the public health regarding animal control concerns in the county.

(Ord. of 6-7-95, § I(A); Ord. of 11-6-00, § I(A))

Sec. 5-27. - Purpose.

It is the purpose of these rules 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 state law.

(Ord. of 6-7-95, § I(B); Ord. of 11-6-00, § I(B))

Sec. 5-28. - Policy.

Consistent with the responsibility to protect and advance the public health, it is declared to be the policy of the board that all dogs and cats are to be immunized against rabies; and unless provided otherwise herein, that all domesticated animals and all exotic animals are to be restrained in order to prevent a public nuisance, danger to humans, injury or disease; and, that all animals are to be treated in a humane manner.

(Ord. of 6-7-95, § I(C); Ord. of 11-6-00, § I(C); Ord. of 9-8-15)

Sec. 5-29. - Scope.

No person shall own or keep a dog, cat or other animal in the county contrary to the provisions of these rules. Previously adopted rules, procedures and requirements of the county health department are rescinded.

(Ord. of 6-7-95, § I(D); Ord. of 11-6-00, § I(D))

Sec. 5-30. - Conflict with other laws and regulations.

The provisions of any federal, state, or municipal law or regulation establishing standards affording greater protection to the public welfare, safety and health shall prevail within the jurisdiction of such agency over standards established by these rules.

(Ord. of 6-7-95, § I(E); Ord. of 11-6-00, § I(E))

Sec. 5-31. - Right of entry.

The Animal Services director, through his/her authorized designee, shall have the right of entry upon the premises of any place where entry is necessary to carry out the provisions of these rules. If consent for entry is not obtained, an administrative search and inspection warrant shall be obtained pursuant to G.S. 15-27.2. However, if an imminent hazard exists, no warrant is required for entry upon the premises.

(Ord. of 6-7-95, § I(F); Ord. of 11-6-00, § I(F))

Sec. 5-32. - Interference with enforcement.

It shall be unlawful for any person to interfere with, hinder or molest the employees of the health department in their enforcement of these rules, or to seek to release any animal in the custody of such person, except as otherwise specifically provided.

(Ord. of 6-7-95, § I(G); Ord. of 11-6-00, § I(G))

Sec. 5-33. - Appeals.

Any person aggrieved by any action of an animal control officer with regard to these rules shall first confer with the health director, who may affirm or reverse the original decision of the representative. If the person is dissatisfied with the health director's decision, he/she shall give written notice of appeal, setting forth the grievances, to the health director within thirty (30) days after the conference with the health director. Upon receiving this notice the health director shall, within five (5) working days, transmit to the chairman of the board the notice and all other pertinent papers. The board shall hold a hearing within fifteen (15) days after it receives notice of appeal. The board shall give the appellant no less than ten (10) days notice of the date, time and place of the hearing. Any party may appear in person or by agent or

attorney. No person shall take any action prohibited by the health department until there is a final resolution of the grievance. On appeal, the board shall have the authority to affirm, modify or reverse the challenged action. The board shall issue a concise written decision setting forth its reasons with all deliberate speed after the hearing.

(Ord. of 6-7-95, § I(H); Ord. of 11-6-00, § I(H))

Sec. 5-34. - Agency responsibility and authority.

- (a) Authority is hereby granted to Rowan County to establish and maintain an animal control program. The Animal Services department shall employ animal control officers and such other employees as shall be determined necessary, and approved by the county board of commissioners. The Animal Services director, through his/her authorized designee, shall:
- (1) Have responsibility, along with law enforcement agencies, to enforce the laws of North Carolina and the rules of the board pertaining to animal control and shall cooperate fully with all law enforcement officers within the county in support of these laws/rules.
  - (2) Enforce and carry out the laws of North Carolina and the rules of the board pertaining to rabies control, except those areas assigned to another agency.
  - (3) Be responsible for the investigation of all reported animal bites of humans, for the quarantine of any dog or cat involved and suspected of having rabies for a period of not less than ten (10) days and reporting to the health director as soon as practicable the occurrence of any such animal bite and the condition of any quarantined animal.
  - (4) Make such canvasses of the county as necessary for the purpose of ascertaining compliance with these rules and state laws pertaining to animal control.
  - (5) Be responsible for the operation of the county animal shelter.
  - (6) Keep or cause to keep, accurate and detailed records of:
    - a. Bite cases, violations and complaints and investigation of these cases.
    - b. Seizure, impoundment and disposition of all animals coming into the custody of the animal control program.
    - c. All monies belonging to the county derived from fees, penalties, or other sources and to deposit all funds so collected daily.
    - d. Any other matters required by the state law or directed by the health director.
  - (7) Issue notices of violations of these rules in such form as the board may prescribe.
  - (8) Investigate cruelty to and abuse of animals.
  - (9) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or cat or other animal in the county involved in a violation of these rules or state law pertaining to animal control.
  - (10) It shall be unlawful for any person to interfere with, hinder, or molest the employees of the animal services department, in their enforcement of these rules, or to seek to release any animal in the custody of such person, except as otherwise specifically provided.
- (b) Penalty for interference with enforcement. Failure to comply with the requirements in subsection (10) shall result in a fine for each offense. Fee: One hundred dollars (\$100.00).

(Ord. of 6-7-95, § II; Ord. of 11-6-00, § II)

Sec. 5-35. - Definitions.

The following words and phrases shall, for the purpose of these rules, have the meaning assigned herein unless the contents clearly indicate another meaning.

*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 and in which agents injurious to health have been removed or destroyed to a practical minimum.

*Adequate shelter* means . that shelter which will keep a nonaquatic 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 and other non-feline 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 of 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. Metal barrels 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. Does not apply to cats and the following domesticated livestock: cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, donkeys, hinnies, llamas, alpacas, lagomorphs, ratites, and poultry (except within municipal corporate limits the term "poultry" applies only to poultry flocks greater than 20 birds).

*Adequate Water:* A constant access to a supply of clean, fresh water provided in a sanitary manner. In near or below freezing temperatures the water must be changed frequently to prevent freezing.

*Aggressive* means forceful, hostile, injurious or destructive behavior.

*Animal* means every live vertebrate other than human beings.

*Animal enforcement officer* means a Rowan County employee designated by the animal services director to enforce the Rowan County Animal Control Rules, county ordinances and state laws pertaining to animal control.

*Animal enforcement manager* means the animal control officer responsible for supervision of the animal enforcement section of the county animal services department.

*Animal Services department* means the Rowan County department that includes the Animal Enforcement, Animal Shelter, and Nature Center facilities and staff.,

*Animal services director* means the Rowan County Employee responsible for the management of the Animal Services department

*Animal shelter* means any premises designated by the animal services director for the purpose of impounding and caring for animals.

*Animal trap* means a humane live trap.

*At large.* An animal shall be deemed to be at large when it is off the property of its owner or keeper, and not under the physical restraint of a competent person.

*Board of health* means the policy-making, rule-making and adjudicatory body for the county health department and is appointed by the county commissioners.

*Cat* means a domesticated carnivorous mammal of the genus Felis.

*Competent person* means a person of legal age and discretion to keep an animal under sufficient restraint and control in order to prevent harm to people, the animal and to other animals including, but not limited to, domesticated animals.

*Cruelty and cruel treatment* means every act, omission, or act of neglect whereby unjustifiable pain, suffering or death is caused, or permitted against animals, as well as acts or attempted acts of teasing, molesting, baiting or trapping of animals unlawfully.

*Dangerous exotic animal* means any exotic animal or hybrid thereof which is a carnivore; a member of the bear family; a non-human primate; a species of herbivore with a history of aggression toward humans; a venomous reptile; a member of the crocodile family; or a member of the boa and python family in excess of ten (10) feet in length. This definition excludes birds and ferrets.

*Dangerous/potentially dangerous dog.* See section 5-39.

*Dog* means a domesticated carnivorous mammal of the genus *Canis*.

*Domesticated* means tame, controllable, closely associated with and compatible with humans.

*Environmental health supervisor* means the supervisor of the environmental health division of the county health department.

*Exotic animal* means any living animal other than domestic dogs, domestic cats, and animals normally kept as livestock, or such other animals as may hereafter be designated by the health director.

*Health department* means the Rowan County Health Department.

*Health director* means the director of the Rowan County Health Department or a duly authorized representative.

*Imminent hazard* means a situation which is likely to cause an immediate threat to human life or animals, an immediate threat of serious physical injury, an immediate threat of serious adverse health effects, or a serious risk of irreparable damage to the environment if no immediate action is taken.

*Impoundment* means the confinement or restraint of any animal by a person or animal control employee duly authorized by the health director.

*Injury* means the wounding of an animal.

*Keeper* means a person or group 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 monitored by such person.

*Owner* means a person having a possessory property right in an animal.

*Owner's or keeper's real property* means any real property owned or leased by the owner of the animal.

*Person* means any individual, family, group of individuals, corporation, partnership, organization or institution commonly recognized by law as an entity.

*Pet* means an animal kept for pleasure rather than utility.

*Public nuisance.* See section 5-38.

*Registered feral feline colony* shall be a group of cats that are under the general control of a 501(c)3 non-profit authorized to operate within the county by the animal control director in compliance with the community cat section 5-112 herein.

*Restraint* means restriction or control of an animal's movement.

*Severe injury* means any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

*Stray* means any domestic or exotic animal not under restraint and found off the property of its owner or keeper.

*Suspected of having rabies* means any mammal, wild, exotic or domestic, that has bitten a human or another animal.

*Vehicle* means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, and expressly including bicycles.

*Veterinary hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

*Wild* means living in a state of nature, not domesticated, untamed, not under the control of man.

(Ord. of 6-7-95, § III; Ord. of 11-6-00, § III; Ord. of 9-8-15)

Sec. 5-36. - Restraint of non-vicious animals.

- (a) Sufficient restraint shall include, but is not be limited to, restraint by a leash, harness, or similar effective or humane device that is capable of restraining an animal, or confinement indoors or within a cage, fence, or vehicle or similar secure enclosure. Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.
- (b) It shall be unlawful for any person to keep any animal unless it is restrained, whether on or off the owner or keeper's property.
- (c) Preferable containment of a dog is by keeping it indoors or confined within a fence or a kennel with the required dimensions of 10 feet by 10 feet per dog. If kept on an outside restraint, all restraints must be designed and placed so as to prevent choking or strangulation, and be of such design as to restrain the animal during its utmost physical attempts to free itself.

Dogs over 6 months old may be tethered to a restraint system outdoors. A restraint system can be an overhead pulley trolley system, a retractable cable system, or a swivel cable anchored into the ground. All of these must allow the dog a minimum of 10 feet of travel perpendicular to the anchor point. For a pulley system, the stationary cable that the pulley runs on must be at least 10 feet in length and anchored on each end to a stationary object. The line attached to the pulley must allow the dog to move perpendicularly at least 10 feet from the stationary cable. The restraint line must be attached to the dog with a buckle type collar or body harness and the line can weigh no more than 10 percent of the animal's body weight. A swivel to prevent entanglement should be on at least one end of the restraint line attached to the animal. Each animal should have access to shade and adequate shelter as defined in ordinance Sec. 5-35.

Sporting and working dogs are exempt from these specific restraint requirements.

- (d) Nothing contained in these rules is intended to be in conflict with the laws of the State of North Carolina regarding dogs while being used in hunting. Nor are these rules intended to interfere with legal sporting events or exhibitions involving dogs, cats, or other animals. However, while engaged in such activities, the owner or keeper of such animals shall be strictly liable for damages done by those animals to the person, possessions or property of others.
- (e) All female dogs and cats in heat (estrus) must be confined. The owner or keeper of any female dog or cat in heat must confine the animal in a building or enclosure in such manner that it will not be in contact with another dog or cat. Restraining the animal in an open area with a chain or leash to a fixed object does not constitute confinement, and is a violation of these rules. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner or keeper of an animal involved in the breeding process.
- (f) An owner or keeper of any animal shall be held strictly liable for any damages done by the animal while on or off the owner's or keeper's real property.

(g) . Animals may not remain on uninhabited property such as a vacant lot or a lot without an occupied domicile.

(h) Penalty.

Fee for failure to restrain non-vicious animals, subsection (b): Twenty-five dollars (\$25.00).

Fee for failure to properly confine females in heat, subsection (e): Fifty dollars (\$50.00).

(Ord. of 6-7-95, § V; Ord. of 11-6-00, § V)

Sec. 5-37. - Keeping stray animals; requirements, failure to surrender.

- (a) *Dogs, cats and livestock.* 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 that person, unless that person has, within twenty-four (24) hours from the time such animal came into his/her possession, notified an animal control officer of his/her intentions to either surrender the stray animal to the animal control officer or advertise such stray animal in the local newspaper for three (3) consecutive days. If the individual holding the stray animal elects to advertise the animal in the local newspaper and the prior owner does not respond by the tenth day from the last day of publication of the notice, the individual who has advertised shall be deemed the legal owner. If the advertisement has not appeared within seventy-two (72) hours, the animal shall be surrendered to the animal control officer. It shall be unlawful for any person to refuse to surrender any such animal to the animal control officer upon demand.
- (b) *Dangerous exotic animals.* Any person finding or capturing an exotic or dangerous exotic animal shall immediately notify animal enforcement of the same, and shall surrender the exotic animal to the animal services director or his designee upon request.
- (c) *Penalty.* Failure to comply with the requirements in subsections (a) and (b) shall result in a fine of twenty-five dollars (\$25.00) for each offense.
- (d) Registered feral feline colonies under the community cat program in section 5-112 shall be exempt from this section for the purposes herein.

(Ord. of 6-7-95, § VII; Ord. of 11-6-00, § VII; Ord. of 9-8-15)

Sec. 5-38. - Public nuisances prohibited.

- (a) If an animal has bitten a human or another animal, it shall be declared a public health nuisance and the owner or keeper shall be fined as provided for in subsection (f).
- (b) An animal may be determined by the animal services director, or his designee, to be a public nuisance when it commits any of the following acts two (2) or more times or any combination of two (2) or more of the following acts one (1) or more times.
  - (1) Chases, snaps at, or otherwise molests pedestrians, bicyclists, motor vehicles, farm stock or domestic animals; or
  - (2) Turns over garbage pails; or
  - (3) Damages gardens, lawns, or other foliage or other real or personal property.
- (c) Upon determining that an animal is a public nuisance, the animal control officer shall make a good faith attempt to notify the owner in writing of such determination and of such requirements as may be necessary to prevent the continuation of the nuisance condition.

- (d) It shall be unlawful for the owner or keeper of an animal, which has been determined to be a public nuisance in accordance with this section or G.S. 130A-200, to allow the nuisance to continue if the owner or keeper has received notice and a reasonable time to correct the nuisance.
- (e) Any owner or keeper shall be held strictly liable for any damages to any person or another person's possessions or property done by any of the owner or keeper's animals while such animals are running at large or declared a nuisance.
- (f) Failure to comply with the requirements in subsections (a)—(e) shall result in a fine for each of the following offenses.
  - (1) First violation of public nuisances: Twenty-five dollars (\$25.00).
  - (2) Second violation of public nuisances: Fifty dollars (\$50.00).
  - (3) Third violation of public nuisances: Seventy-five dollars (\$75.00).
  - (4) Fourth violation or more: Two hundred dollars (\$200.00).

(Ord. of 6-7-95, § VIII; Ord. of 11-6-00, § VIII)

Sec. 5-39. - Dangerous dogs or potentially dangerous dogs: definitions and procedures.

- (a) The purpose of the dangerous dog rule is to protect persons and animals from unprovoked attacks from a dog or dogs that are dangerous or potentially dangerous.
- (b) As used in this section, unless the context clearly requires otherwise, and except as modified in subsection (b) of this section, the term:
  - (1) "Dangerous dog" means a dog that:
    - a. Without provocation has killed or inflicted severe injury on a person; or
    - b. Is determined by the responsible authority designated by the board to be potentially dangerous because the dog has engaged in one (1) or more of the behaviors listed in subsection (2) of this subsection.
    - c. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
  - (2) "Potentially dangerous dog" means a dog that the responsible authority designated by the board determines to have:
    - a. Inflicted severe injury on a person; or
    - b. Killed or inflicted severe injury upon a domestic animal when not on the owner's or keeper's real property; or
    - c. Approached a person when not on the owner's or keeper's property in a vicious or terrorizing manner in an apparent attitude of attack.
- (c) The provisions of this section do not apply to:
  - (1) A dog being used by a law enforcement officer to carry out law enforcement 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 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 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, assaulting the dog, had tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.

- (d) For the purpose of enforcing the dangerous or potentially dangerous dog rule, the board designates the health director, the environmental health supervisor or the animal services director each as the responsible authority for declaring a dog to be a potentially dangerous dog or a dangerous dog. The board shall also designate a subcommittee of the board to hear any appeals. The animal services director shall have the authority to gather evidence and request hearings before the appellate board concerning dangerous or potentially dangerous dogs. The person making the determination that a dog is a potentially dangerous dog or a dangerous dog must notify the owner or keeper in writing, giving the reasons for the determination before the dog may be considered potentially dangerous or dangerous under this section. The owner or keeper may appeal the determination by filing written objections with the appellate board within three (3) days. The appellate board shall schedule a hearing within twenty (20) days of the filing of the objections. Any appeal from the final decision of such appellate board shall be taken to the superior court by filing notice of appeal and a petition for review within ten (10) days of the final decision of the appellate board. Appeals from rulings of the appellate board shall be heard de novo before a superior court judge sitting in Rowan County.
- (e) Any animal declared a dangerous dog or potentially dangerous dog is required to remain confined at the county animal shelter until such time as the owner constructs or makes available confinement facilities which are adjudged by county animal control officials to be secure and in keeping with all requirements.
- (f) Redemption fees and daily boarding fees at a rate established by the board shall continue to accrue each day the animal remains confined at the county animal shelter. All charges and fees are required to be satisfied before the animal can be released to its owner.
- (g) Minimum cage requirements for any animal declared as a dangerous dog or potentially dangerous dog are as follows:
- (1) Ten (10) feet x ten (10) feet x six (6) feet heavy gauge chain link fence.
  - (2) Four-inch concrete slab.
  - (3) Roof suitable to contain the dog.
  - (4) Double pad lock.
  - (5) "Beware of dog" signs posted on the lot.
- (h) Once the animal owner is notified that any animal has been declared to be a dangerous or potentially dangerous dog, the owner will have three (3) weeks to construct the dog lot and have it approved by the county animal services director.
- (i) The dog must stay caged in accordance with the county animal control rules until all appeals are exhausted.
- (j) Precautions required against attacks by dangerous dogs or potentially dangerous dogs.
- (1) It is unlawful for an owner or keeper to:
    - a. Leave a dangerous dog or potentially dangerous dog unattended on the owner's or keeper's real property unless the dog is confined in a securely enclosed and padlocked chain link pen, with a concrete bottom and a secure top, along with the posting of the premises with four (4) 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 health director or his designee.
    - b. Permit a dangerous dog to go beyond the owner's or keeper's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.
    - c. Even in the presence of an owner or keeper or others, permit a dangerous or potentially dangerous dog on the owner's or keeper's property, not confined in a secured enclosure, to be without a muzzle.

- (2) If the owner or keeper of the dangerous dog transfers ownership or possession of the dog to another person as identified in G.S. 12-2(6), the owner or keeper shall provide written notice to:
  - a. The authority that made the determination under this section stating the name and address of the new owner or possessor of the dog; and
  - b. The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the authority's determination.
- (3) Violation of this section is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for not more than thirty (30) days or both.
- (k) The owner or keeper of a dangerous dog shall be strictly liable in civil damages for any injuries or property damage the dog inflicts upon a person, his/her property, or another animal.
- (l) Penalties.
  - (1) The owner or keeper of a dangerous dog that attacks a person and causes physical injuries requiring medical treatment in excess of one hundred dollars (\$100.00) shall be guilty of a misdemeanor punishable by a fine of up to five thousand dollars (\$5,000.00), imprisonment up to two (2) years, or both.
  - (2) The fee for failure to comply with this section 5-39 is five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IX; Ord. of 11-6-00, § IX)

Sec. 5-40. - Registration of exotic and dangerous exotic animals.

- (a) *Exotic and dangerous animals constitute a potential risk to public health and safety.* Fully effective rabies vaccines are not available at this time for exotic mammals. In order to more adequately protect the public from rabies, animal control officers must be aware of the location of these animals. Exotic and dangerous exotic animals constitute a potential risk to public health and safety due to the possibility of human injury or death resulting from attacks by such animals.
- (b) *Dangerous exotic animal; registration.* Owners or keepers of exotic and/or dangerous exotic animals as property or pets shall register each animal with the animal services director or his designee. No fee shall be charged for this registration. Any person who brings a dangerous exotic animal into this county for a period exceeding twenty-four (24) hours shall register the animal within one (1) business day.
- (c) *Dangerous exotic animal; federal and state permits required.* Every owner of an exotic and/or dangerous exotic animal shall be subject to the following requirements:
  - (1) *Permits required.* No owner or keeper may possess a dangerous exotic animal in the county without first obtaining all permits required by the federal government, the state and the registration requirements by the board.
  - (2) *Application.* An owner of a dangerous exotic animal must complete a registration application, which shall be supplied by the board. The application, once completed, shall contain the following information:
    - a. Name, address and telephone number of the applicant.
    - b. A description of the animal, including species, sex and body weight.
    - c. The address of the premises where the animal will be kept.
    - d. Proof of the applicant's ability to respond in damages for bodily injury or death of any person or for damages to property owned by another person which may result from the ownership, keeping or maintenance of such animal. Proof of ability to respond in damages shall be given by filing with the health director a certificate of insurance from an insurance company authorized to do business in the state, stating that the applicant is insured by a

policy with a minimum coverage of one million dollars (\$1,000,000.00) per claim to compensate persons for personal injury and property damage. In lieu of insurance the owner may post with the health director a surety bond in the same amounts conditioned upon payment of such damages. Such certificate of insurance or bond shall provide that no cancellation of the insurance or bond will be made unless ten (10) days' written notice is first given to the health director.

- e. Copies of all federal and state permits and licenses required for such animal.
- (3) *Penalty.* The fee for failure to register exotic or dangerous exotic animal(s) with county animal shelter is twenty-five dollars (\$25.00) per animal.

(Ord. of 6-7-95, § X; Ord. of 11-6-00, § X)

Sec. 5-41. - Cruelty to animals/animal abandonment.

- (a) All animals shall be kept and treated under sanitary and humane conditions and failure of the owner or keeper of the animal to abide by the following provisions shall be subject to the penalties described in subsection (c) listed below:
  - (1) All animals in the possession of any person shall be provided proper and adequate food and water. All animals, unless otherwise indicated in this chapter, shall be given at suitable intervals, not to exceed twenty-four (24) hours, a quantity of wholesome food suitable for the species and age, sufficient to maintain a healthful level of nutrition. All animals shall have access to a supply of clean, fresh water.
  - (2) All animals shall be kept in a clean area and provided adequate shelter as described by definition on Section 5-35. The enclosure shall be ventilated and must have sufficient room for the animal(s) to move around freely and to lie down comfortably. The following shall not constitute adequate shelter:
    - a. Underneath outside steps, decks and stoops;
    - b. Inside vehicles during the summer;
    - c. Inside metal barrels placed in direct sunlight during the summer;
    - d. Inside cardboard boxes.
  - (3) All owners or keepers of animals shall provide proper medical attention for sick, diseased, or injured animals. A sick animal shall go no longer than twenty-four (24) hours without veterinary care.
- (b) No person shall beat, torment, overload, overwork, tease, molest or bait an animal as defined in section 5-41. No person shall shoot a dog, either on or off the owner's property, unless the dog is in the act of attacking a human being, livestock or poultry. No person shall trap a dog or cat that they are not the legal owner of without the permission of the county animal services director. By way of example and not limitation, the following acts or conditions shall constitute prima facie evidence of animal cruelty:
  - (1) Animals that have not been fed or watered adequately;
  - (2) Allowing animals to live in unsanitary and crowded conditions, and allowing animals to be exposed to extreme damp, hot or cold weather without shelter;
  - (3) Failure or refusal of an owner to obtain medical treatment for an animal when in an animal control officer's opinion such treatment is needed;
  - (4) A collar, rope or chain embedded in or causing injury to an animal's neck;
  - (5) Causing, permitting or instigating any dog fight, cock fight, bull fight or other illegal contest or combat between animals or animals and humans;

- (6) Exposing any known poisonous substance or mix a poisonous substance with food so that it will likely be eaten by any animal. This does not include acts or attempts of persons to rid their own property of rats or any other acts permitted by the state wildlife department;
  - (7) Anyone leaving an animal in a closed car, truck or other vehicle for such duration or at temperatures as an animal control officer in his/her sole discretion, deems harmful or potentially harmful to the animal. No person shall carry or cause to be carried in or upon any vehicle or other conveyance any animal in a cruel or inhumane manner;
  - (8) Turning loose or discarding any animal with the intent of abandoning such animal.
- (c) Penalty. Failure to comply with section 5-41 will result in a fine for cruelty to animals.
- Per event per animal .....\$100.00
- Abandonment of animal .....75.00

(Ord. of 6-7-95, § XI; Ord. of 11-6-00, § XI; Ord. of 9-8-15)

Sec. 5-42. - Luring, enticing, seizing, molesting, or teasing an animal.

- (a) It shall be unlawful to seize any animal by luring or enticing that animal off its owner's or keeper's property.
- (b) It shall be unlawful to seize, molest or tease any animal belonging to another person or which is legally held or controlled by another person or while the animal is on the property of its owner or keeper.
- (c) An animal control officer of the county may not set an animal trap within fifty (50) yards of the animal owner's property without first notifying the owner that his/her animal has been in violation.
- (d) Any animal that follows an animal control officer off the owner's property may not be impounded without first notifying the owner that the animal is in violation.
- (e) Nothing in this section shall prevent authorized animal control personnel or other designated and approved groups / agencies registered under section 5-112 from humanely trapping animals for the purpose of enforcing these rules.
- (f) Anyone caught luring, enticing, seizing, molesting or teasing an animal illegally will be fined fifty dollars (\$50.00) per event per animal.

(Ord. of 6-7-95, § XII(1); Ord. of 11-6-00, § XII(1); Ord. of 9-8-15)

Sec. 5-43. - Destruction of wounded, diseased, or unweaned animals.

Any animal seized or impounded by a county animal control officer(s), which is badly wounded, diseased, not weaned, is not a rabies suspect and has no identification, may be euthanized immediately in a humane manner. If the animal has identification, the animal control officer shall attempt to notify the owner or keeper before disposing of the animal. If the owner or keeper cannot be reached readily and the animal is suffering, the animal services director or his designee may destroy the animal at his/her discretion in a humane manner. Badly wounded or diseased animals brought in by their owners will be euthanized at the owner's request and with a signed release form.

(Ord. of 6-7-95, § XII(2); Ord. of 11-6-00, § XII(2))

Sec. 5-44. - Destruction of animals which cannot be seized by reasonable means.

- (a) The health director, animal services director, or their designee is authorized to destroy animals which cannot be seized by reasonable means, under the following conditions:
  - (1) A dangerous dog, a rabid animal, an animal suspected of having rabies, an animal biting humans or other animals, or seriously threatening humans or animals, or killing or injuring livestock, may be considered a serious and immediate threat by the health director.
  - (2) An animal at large which constitutes a serious and immediate threat to the public or other domesticated animals and cannot be captured by reasonable means, may be destroyed by order of the health director in a reasonable and safe manner.

(Ord. of 6-7-95, § XII(3); Ord. of 11-6-00, § XII(3))

Sec. 5-45. - Injuring or killing of animals, notice required.

- (a) At large animals are often involved in animal biting humans cases. It is necessary to observe these animals for ten (10) days, in confinement, in order to determine if they have rabies, for the protection of the victim and the public. The injured or killed animal may be the one sought after in a bite case and never be located if it is killed or injured and no report is made.
- (b) Any person injuring or killing a dog, cat or dangerous exotic animal, accidentally or intentionally, shall immediately notify the owner or keeper of the animal or the animal shelter.
- (c) Any person that intentionally kills or injures an animal will be fined fifty dollars (\$50.00) per animal per event.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4))

Sec. 5-46. - Miscellaneous concerns.

- (a) All keepers or owners of animals that die, from any cause, shall bury the dead animal to a depth of at least three (3) feet beneath the surface of the ground on his leased or owned property. No animal shall be buried within three hundred (300) feet of any flowing stream or public body of water. In the alternative, the animal shall be disposed of in a manner approved by the health director or the animal services director. In any event, all dead animals shall be disposed of within twenty-four (24) hours after knowledge of the death.
- (b) All persons who injure or kill a domesticated animal by running over, into or otherwise coming in contact with such an animal with an automobile, motorcycle, bicycle or other vehicle shall notify the owner of the animal immediately. If the owner is not known the person who injured or killed the animal shall immediately notify the animal services director or the police department if the injury or death occurred in the city. If the injury or death occurred in the county, the owner should notify the sheriff's office. An owner or lessee of real property who finds an injured or suffering domesticated animal on his property shall report the same to animal control as soon as the animal is discovered on the real property.
- (c) No live animal shall be given away, raffled or offered as a prize, premium of advertising device for or at an inducement to enter any contest, game or other competition involving skill or chance.
- (d) Animal control shall have the authority to inspect public exhibits of animals which are part of fairs, carnivals, festivals, fundraising events, petting zoos and any other activity or function carried on in the county. Animal control shall have the authority to close down any exhibit, function or activity if it is determined that the animals are being cruelly treated or animals run the risk of causing injury or harm to the public or to themselves.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4); Ord. of 9-8-15)

Sec. 5-47. - Citations and penalties for violations.

- (a) The health director or his designee is hereby empowered to issue civil citations to any person if there is probable cause to believe that such person has violated any of the provisions of these rules.
  - (1) Citations so issued may be served in person upon the violator by the health director or his designee, or the citation may be mailed by registered or certified mail, return receipt requested or by other means reasonably calculated to give actual notice.
  - (2) Any citation so served or mailed shall describe the violation with reasonable particularity and shall state the time period within which the alleged violator shall make payment of the fine and shall specifically warn that failure to pay such fine shall result in an additional civil action as hereinafter set forth.
  - (3) If payment is not received within the time limits specified in the citation or if other equitable settlement has not otherwise been made, the health director or his designee may thereupon institute a civil action in the appropriate division of the general courts of justice for recovery of the penalties prescribed by these rules. Such civil action must be filed within three (3) years of the date that the civil citation was served on the violator.
  - (4) All citation forms shall be serially numbered in triplicate, and all records with respect to the citation forms and the disposition of the same shall be maintained so that all such forms shall be capable of an immediate accounting.
- (b) Any person who shall violate the provisions of these rules as adopted by the board shall be guilty of a Class 1 misdemeanor as set forth in G.S. 130A-25.

(Ord. of 6-7-95, § XIII; Ord. of 11-6-00, § XIII)

Secs. 5-48—5-70. - Reserved.

DIVISION 2. - COMPLIANCE WITH STATE RABIES LAWS

Sec. 5-71. - Supplemental to state laws.

- (a) It shall be unlawful for any animal owner, keeper or other person to fail to comply with all applicable state laws pertaining to the control of rabies.
- (b) It is the purpose of these rules 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 state law.

(Ord. of 6-7-95, § IV; Ord. of 11-6-00, § IV; Ord. of 9-8-15)

Sec. 5-72. - Vaccination of dogs and cats.

- (a) It shall be unlawful for an owner or keeper to fail to provide a current vaccination against rabies (hydrophobia) for any dog or cat four (4) months of age or older. Should it be deemed necessary, by the animal services director, that other domestic animals be vaccinated in order to prevent or control a threatened epizootic or epidemic or to control an existing epizootic, it shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for any such animal.

- (b) A rabies vaccination shall be deemed current if administered according to the most recent state department of health and human services recommendations, and an approved rabies vaccine must be utilized.
- (c) All rabies vaccines shall be administered by a person authorized to do so in accordance with state law.
- (d) The health director can authorize a canvass of the county to determine if there are any dogs or cats not wearing the required vaccination tag. If a dog or cat is found not wearing the required rabies vaccination tag, the animal control officer shall check to see if the owner's or keeper's identification can be found on the animal. If the animal control officer does not know whom the owner or keeper is, the animal control officer may impound the animal.
- (e) Rabies vaccinations are not approved for exotic animals, except as authorized by the state public health veterinarian.
- (f) Penalty. Failure to comply with the requirements in subsection (a) shall result in a fine of one hundred dollars (\$100.00) for each offense.

(Ord. of 6-7-95, § IV(1); Ord. of 11-6-00, § IV(1))

Sec. 5-73. - Vaccination tag and certificate.

- (a) Upon compliance with the provisions of division 2 of this article, the owner or keeper of the vaccinated dog or cat shall be issued a rabies tag, containing the words "North Carolina" or the initials "N.C." and stamped with a number and the year for which issued, and a rabies vaccination certificate.
- (b) 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 or an implanted microchip that allows for animal control to determine the vaccination is current. The collar or harness, with attached tag or an implanted microchip that allows for animal control to determine that the vaccination is current must be present at all times.
- (c) In addition to all other penalties as prescribed by law, a dog or cat is subject to impoundment in accordance with the provisions of these rules if the dog or cat is found not to be wearing a currently valid rabies tag.
- (d) It shall be unlawful for any person to use, for any animal, a rabies vaccination tag issued for another animal.
- (e) Failure to comply with the requirements in subsection (b) shall result in a fine of twenty-five dollars (\$25.00) for each offense.

(Ord. of 6-7-95, § IV(2); Ord. of 11-6-00, § IV(2); Ord. of 9-8-15)

Sec. 5-74. - Notice to health director when person bitten; confinement of animal.

- (a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or his/her parent or guardian if such person is a minor, and the person owning such animal or having the same in his/her possession or under his/her control, to notify the health director or the animal shelter immediately and give their names and addresses; and the owner or the keeper or person having such animal in his/her possession or under his/her control shall immediately and securely confine it for ten (10) days at the expense of the owner in such place as may be designated by the health director. Exotic animals shall be confined for a period to be determined by the state public health veterinarian or surrendered for rabies examination if required by the state public health veterinarian. It shall be the duty of every physician, after his/her professional attendance upon a person bitten by any animal having rabies, or suspected of having

rabies to report to the health director the name, age, and sex of the person so bitten, and the precise location of the bite wound, within twenty-four (24) hours after having first knowledge that the person was bitten.

- (b) If the owner of, or a person who has in his/her possession or under his/her control, an animal having rabies or suspected of having rabies refuses to confine the animal as required by these rules and G.S. 130A-197, the health director may order seizure of the animal and its confinement for ten (10) days in such a place as the health director shall designate.
- (c) Law enforcement agencies investigating animal bites shall report such bites immediately to the health director and give the names and addresses of person bitten and of the owner or keeper of such animal.
- (d) Animals confined, pursuant to this section, shall not be released from confinement except by permission of the health director.
- (e) Animals confined, pursuant to this section, shall be confined at the expense of the owner or keeper.
- (f) In the case of an animal whose owner or keeper is not known, the animal shall be kept at the animal shelter for the supervised confinement period required by these rules. Exotic animals shall be kept at a secure location not accessible to the public. Confinement arrangements shall be approved by the health director or his designee. Staff access to the animal shall be limited to the minimum number reasonably required to provide adequate care.
- (g) Badly wounded, diseased, or suffering animals which, are suspected of having rabies, may be humanely destroyed immediately and the head forwarded to the state department of health and human services for examination.
- (h) Any dog or cat confined for observation of rabies shall be confined in a secure enclosure which shall be: A padlocked pen of sufficient strength to contain the animal, with a concrete bottom and a secured top, or a locked home or locked outbuilding with a concrete bottom and secure windows or no windows. Any requests for home confinements shall be approved at the discretion of the health director, or animal services director.
- (i) Penalties.
  - (1) Failure to report a bite when a person is bitten by an animal (subsection (a)) shall result in a fine of fifty dollars (\$50.00).
  - (2) Failure to confine or give up for confinement an animal that has bitten (subsection (b)) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(3); Ord. of 11-6-00, § IV(3))

Sec. 5-75. - Destruction or confinement of animal bitten by a known rabid animal.

- (a) *Required.* Animals not vaccinated against rabies and are bitten by a known rabid animal or an animal suspected of having rabies that is not available for diagnosis, shall be immediately destroyed unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for the period of six (6) months at the owner's expense. If the animal has a current rabies vaccination, it shall be re-vaccinated at the expense of the owner or keeper and returned to the owner or keeper.
- (b) *Area-wide emergency quarantine.*
  - (1) When reports indicate a positive diagnosis of rabies to the extent the lives of persons and animals are endangered, the health director may declare an area-wide quarantine for such a period as he/she 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 health director. During such quarantine, the health director and law enforcement officers may seize and impound at large dogs and cats in the county. During the quarantine, the health director shall be

empowered to provide for a program of mass immunization for rabies by the establishment of temporary emergency rabies vaccination facilities. No animal that has been impounded as a stray, unclaimed by its owner or keeper, shall be allowed to be adopted during the period of emergency.

(2) In the event there are additional positive cases of rabies occurring during the period of quarantine, the quarantine may be extended at the discretion of the health director.

(c) *Post mortem diagnosis.*

(1) 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 laboratory section of the state department of health and human services for rabies diagnosis.

(2) The carcass of any animal suspected of dying of rabies shall be processed in the same manner as an animal that died under observation.

(d) *Penalties.*

(1) Failure to comply with destruction or confinement of animal bitten by a known rabid animal (subsection (a)) shall result in a fine of five hundred dollars (\$500.00).

(2) Failure to comply with wide area emergency quarantine (subsection (b)(1)) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(4); Ord. of 11-6-00, § IV(4))

Sec. 5-76. - Unlawful killing or releasing of certain animals.

(a) It shall be unlawful for any person to kill or release any animal under observation for rabies, or any animal under observation for biting a human or another animal, or to remove such animal from the county without written permission from the health director. The health director may authorize any animal to be euthanized for rabies diagnosis.

(b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(5); Ord. of 11-6-00, § IV(5))

Sec. 5-77. - Failure to surrender animal for confinement or destruction.

(a) It shall be unlawful for any person to refuse to surrender any animal for confinement or destruction as required by these rules, when required by the health director.

(b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars (\$500.00).

(Ord. of 6-7-95, § IV(6); Ord. of 11-6-00, § IV(6))

Secs. 5-78—5-100. - Reserved.

DIVISION 3. - IMPOUNDMENT

Sec. 5-101. - Authorized; duration; records required.

- (a) Any dog/cat/animal which appears to be lost, stray or unwanted, or not wearing a currently valid rabies vaccination tag, as required by state law and these rules, or not under restraint in violation of these rules, may be seized, impounded, and confined in a humane manner in an animal shelter.
- (b) The duration of the impoundment of these dogs/cats/animals may be established by the health director or his/her designee, but the duration of the impoundment shall not be less than seventy-two (72) hours. During the impoundment period, an animal control officer shall make a reasonable effort to locate the owner or keeper of the dog/cat/animal. If the dog/cat/animal is not reclaimed by its owner or keeper during the impoundment period, the animal shall be disposed of in the following manner:
  - (1) Returned to the owner or keeper;
  - (2) Adopted as a pet by a new owner;
  - (3) Or euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association.
- (c) The animal shelter shall maintain a record of all dogs/cats/animals impounded under this section; which shall include the date of impoundment, the length of impoundment, the method of disposal of the dog/cat/animal and the name of the person or institution to whom any dog/cat/animal has been released.
- (d) Impoundment of such dogs/cats/animals shall not relieve the owner or keeper thereof from any penalty: which may be imposed for violations of these rules.

(Ord. of 6-7-95, § VI; Ord. of 11-6-00, § VI)

Sec. 5-102. - Notice to owner or keeper of dogs or cats.

Upon impoundment of a dog or cat, notice of such impoundment shall be posted at the animal shelter until the dog or cat shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the dog or cat. Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(1); Ord. of 11-6-00, § VI(1))

Sec. 5-103. - Redemption by owner or keeper of dogs and cats.

- (a) The owner or keeper of an animal impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and notified and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.
- (b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-104 in order to redeem an animal that has been impounded pursuant to state law and these rules.
- (c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the health department for immediate adoption or destruction as provided for in section 5-106(a).

(Ord. of 6-7-95, § VI(2); Ord. of 11-6-00, § VI(2))

Sec. 5-104. - Procedure with respect to redemption or adoption of dogs or cats.

- (a) All dogs or cats adopted from or redeemed from the animal shelter must have a rabies vaccination, unless written proof of a current rabies vaccination can be furnished. Every person who adopts or redeems a dog or cat must make a deposit at the animal shelter toward the cost of a rabies vaccination. Upon making the deposit, the person will be given a receipt for the deposited amount. The person may then take the dog or cat to any veterinarian in the county, have the dog or cat vaccinated and present the receipt to the veterinarian. The amount deposited and shown on the receipt shall be counted toward the cost of the vaccination. The person must then supply the animal shelter with written proof of vaccination from the veterinarian. The time limit for dogs and cats over four (4) months of age will be three (3) days, excluding Saturdays, Sundays and holidays. For those animals under the age of four (4) months, the time limit will vary according to their age.
- (b) All dogs and cats, which are to be adopted from the animal shelter, must be spayed or neutered. Any person wishing to adopt a dog or cat is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:
  - (1) Pay a deposit established by the health department and county for the veterinarian who performs the spay/neuter within the time frame spelled out in subsection (3) listed below.
  - (2) Take the dog or cat to any veterinarian in the county for the spay/neuter treatment.
  - (3) The time limit to complete spay/neuter for dogs or cats over four (4) months of age shall be thirty (30) days or at the discretion of the veterinarian.
  - (4) Any adoption of a dog or cat that dies of natural causes within thirty (30) days of the adoption date, may be replaced for any dog or cat chosen by the adopter that is the property of the animal shelter and deemed suitable for adoption. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.
  - (5) An adopted dog or cat may be exempt from this provision if the owner furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.
  - (6) A dog or cat known to have bitten a human or known to have killed livestock shall not be offered for adoption unless the animals services director rules that a bite was in self defense and the adoption is made by a rescue organization and with full disclosure of the animals history nor shall a known fighting dog be offered for adoption (7) Sick or injured dogs or cats shall not be offered for adoption except by rescue organizations deemed by the animal servies director qualified to address these issues.
  - (8) Aggressive dogs or cats shall not be offered for adoption.
- (c) Adoption of dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA-APHIS). The dangerous exotic classification of an animal shall be disclosed in writing to a prospective adopter prior to adoption of such animal.

(Ord. of 6-7-95, § VI(3); Ord. of 11-6-00, § VI(3))

Sec. 5-105. - Destruction or adoption of unredeemed dog or cat.

- (a) If an impounded dog or cat is not redeemed by the owner or keeper within the period prescribed in section 5-103(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-104.

- (b) No animal, which has been impounded by reason of its being a stray, unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(4); Ord. of 11-6-00, § VI(4))

Sec. 5-106. - Immediate placement for adoption or destruction of owner surrendered dogs or cats.

- (a) Any dog or cat surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption or humanely euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or of the American Humane Association when:
  - (1) The owner or keeper directs in writing that the dog or cat be placed for adoption or humanely destroyed; and
  - (2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the dog or cat; and that the dog or cat has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and
  - (3) The owner or keeper agrees that he/she will indemnify and hold the county, including the health department, harmless from any loss or damage it may sustain, including attorney's fees, by reason of destruction or placement for adoption of the dog or cat; and
  - (4) The owner or keeper transfers ownership or custody of the dog or cat to the health department and releases the health department from any future claims with respect to the dog or cat.
- (b) Upon receiving said assurances, the animal services department may rely on the same and place the dog or cat for adoption, or euthanize the dog or cat by accepted standards. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(5); Ord. of 11-6-00, § VI(5))

Sec. 5-107. - Notice to owner or keeper of other animals and exotic animals.

Upon impoundment of an other animal(s), notice of such impoundment shall be posted at the animal shelter until the other animal(s) shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the other animal(s). Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(6); Ord. of 11-6-00, § VI(6))

Sec. 5-108. - Redemption by owner or keeper of other animals and exotic animals.

- (a) The owner or keeper of an other animals impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and is notified in writing or by telephone and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.

- (b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-109 in order to redeem an animal that has been impounded pursuant to state law and these rules.
- (c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the animal services department for immediate adoption or destruction as provided for in section 5-111(a).

(Ord. of 6-7-95, § VI(7); Ord. of 11-6-00, § VI(7))

Sec. 5-109. - Procedure with respect to redemption or adoption of other animals and exotic animals.

- (a) Any person wishing to adopt another animal is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:
  - (1) Pay the appropriate administrative fee for adoption.
  - (2) Any adopted animal that dies of natural causes within thirty (30) days of the adoption date, may be replaced by a similar animal if available or any dog or cat chosen by the adopter that is the property of the animal shelter and deemed suitable for adoption. The appropriate vaccination and spay/neuter fees will have to be paid prior to the adoption of a dog or cat. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.
  - (3) An adopted animal or dog or cat may be exempt from this provision if the owner/adopter furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.
  - (4) An animal known to have bitten a human or known to have killed livestock shall not be offered for adoption, nor shall a known fighting cock be offered for adoption.
  - (5) Sick or injured animals shall not be offered for adoption.
  - (6) Aggressive animals shall not be offered for adoption.
- (b) Adoption or redemption of exotic or dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture or the Animal and Plant Health Inspection Service (USDA-APHIS).

(Ord. of 6-7-95, § VI(8); Ord. of 11-6-00, § VI(8))

Sec. 5-110. - Destruction or adoption of unredeemed other animals or exotic animals.

- (a) If an impounded animal is not redeemed by the owner or keeper within the period prescribed in section 5-108(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-109(a).
- (b) No animal which has been impounded by reason of its being a stray or unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(9); Ord. of 11-6-00, § VI(9))

Sec. 5-111. - Immediate placement for adoption or destruction of owner surrendered other animals or exotic animals.

- (a) Any animal surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption (exception exotic or dangerous exotics) or humanely euthanized by accepted standards when:
  - (1) The owner or keeper directs in writing that the animal be placed for adoption or humanely destroyed; and
  - (2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the animal; and that the animal has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and
  - (3) The owner or keeper agrees that he/she will indemnify and hold the county, including the animal services department, harmless from any loss or damage it may sustain, including attorney's fees, by reason of destruction or placement for adoption of the animal; and
  - (4) The owner or keeper transfers ownership or custody of the animal to the health department and releases the animal services department from any future claims with respect to the animal.
- (b) Upon receiving said assurances, the animal services department may rely on the same and place the animal for adoption, or destroy the animal, as it sees fit. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(10); Ord. of 11-6-00, § VI(10))

Sec. 5-112. - Community cats.

- (a) Organizations or individuals that engage in trap-neuter-return are required to register through a sponsoring organization approved by the animal control director. Organizations performing or supporting trap-neuter-return in Rowan County shall identify and nominate a community cat sponsoring organization, which shall be recognized by the Rowan County Animal Control Director.
- (b) The community cat sponsoring program shall make available to the public information about the trap-neuter-return and feral cats, shall attempt to notify the appropriate community cat caregiver when notified by the animal control director about an impounded eartipped cat, and shall provide a single point of contact to the animal control director for the coordination of trap-neuter-return, calls about 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 and microchipped.
  - 6. Cat bites must be reported to Rowan County Animal Control.
- (d) Responsibilities of Rowan County Animal Control:
  - 1. Persons that contact Rowan 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 Rowan County Animal Control with a complaint about an eartipped community cat, county staff will contact the community cat sponsoring organization for assistance in resolving the complaint.

(Ord. of 9-8-15)

**ROWAN COUNTY  
A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144  
TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** 09/26/2016  
**SUBJECT:** Consider Approval of Board Appointments

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Consider Approval of Board Appointments	9/26/2016	Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**October 3, 2016**  
**COMMISSION MEETING**

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**JUVENILE CRIME PREVENTION COUNCIL**

There are three (3) vacancies and the following application has been received:

- Christopher Scott Flowers - At large representative

The term is for two (2) years expiring June 30, 2018.

**HISTORIC LANDMARKS COMMISSION**

There is one (1) vacancy due to the death of a member. To date, no applications have been received.

**SALISBURY-ROWAN COMMUNITY ACTION AGENCY**

There is one (1) vacancy and the following has submitted an application:

- Jack Duncan

The term is for two (2) years beginning October 1, 2016 and expiring September 30, 2018.

**ZONING BOARD OF ADJUSTMENT**

There is one (1) at large vacancy. Currently Kevin May is appointed to serve as an alternate but is requesting his appointment be amended to an at large member. Planning Staff supports this change. If approved, Mr. May's current term limit of September 30, 2018 would not be affected and he would be eligible for reappointment.

**ROWAN TRANSIT ADVISORY COMMITTEE**

On May 5, 2016, the Board of Commissioners approved revised by-laws for the Rowan Transit Advisory Committee. In the revised by-laws, core agencies were made permanent members of the committee. The following applications have been received by the designees requested to represent the core agencies:

- Terrelle Banner - Rufty Holmes Nutrition Program
- Vernice Gallon – Therapeutic Recreation Division – Please note Ms. Gallon is not a Rowan County resident.
- Steve Joslin – Rowan County Health Department
- Gary Yelton – Rowan Vocational Opportunities
- Christina Sides Joyce – Trinity Living Center

Again, there would be no term limits with the appointment of the core agency members.

**GRANITE QUARRY ZONING BOARD OF ADJUSTMENT ETJ**

There are two (2) vacancies and the following applications have been received:

- Kelly Smith for reappointment.
- Howell W. Kesler, Jr. for reappointment

The terms are for three (3) years expiring July 31, 2019.

## **TOWN OF CLEVELAND PLANNING / ZONING BOARD ETJ**

- Eugene M. Adkins has submitted an application for reappointment.

The term is for three (3) years expiring June 30, 2019.

### **Current Vacancies**

Adult Care Home – 9 Vacancies

Nursing Home Advisory – 2 Vacancies

Home and Community Care Block Grant Committee – 1 Vacancy

Industrial Facilities and Pollution Control Finance Authority – 3 Vacancies

Town of Rockwell Zoning ETJ – 1 Vacancy

City of Salisbury Zoning ETJ – 1 Vacancy

Rowan-Iredell VFD Fire Commissioners – 1 Vacancy

Juvenile Crime Prevention Council – 3 Vacancies; Business Community, 2 Members of the Public

Rowan Transit Advisory Committee – 1 Vacancy

Zoning Board of Adjustment – 1 Vacancy

Granite Quarry Planning ETJ – 1 Vacancy

Granite Quarry Zoning ETJ – 1 Vacancy

Salisbury-Rowan Community Action Agency – 1 Vacancy

Town of Cleveland Zoning and Planning - 1 Vacancy

### **Upcoming Vacancies**

#### **October 31, 2016**

Nursing Home Advisory Committee – 1 Vacancy

Dangerous Dog Appeals Board – 1 Vacancy

#### **November 30, 2016**

Nursing Home Advisory Committee – 1 Vacancy



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b>Name:</b> Christopher Scott Flowers	<b>Date:</b> 8/29/2016
<b>Address:</b> 232 N. Main	<b>Home Phone:</b> 7044029360
<b>City, State, Zip:</b> Salisbury, NC 28144	<b>County of Residence:</b> Rowan
<b>Email:</b> christopher.flowers@rowancountync.gov	<b>Work Phone:</b> 7042768732
<b>Education:</b> High school 4 degree in Criminal Justice 15 hours toward a masters degree.	
<b>Current Employer:</b> Rowan County Sheriff's Office	<b>Occupation:</b> Deputy Sheriff
<b>I am interested in the following Board/Commission:</b> Juvenile Crime Prevention Council	
<b>Recent Community Activities:</b> I am very active in Rowan Salisbury Schools. I am in several school a day.	
<b>Why do you feel you are qualified for this appointment:</b> I have been a School Resource Office in the past. I currently supervise the Sheriff's office SROs.	
<b>Have you ever been convicted of a felony?</b> No	
<b>If the answer is yes above, please explain:</b> N/A	
<b>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</b> Initial:csf	



Rowan County Board of Commissioners  
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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Jack Jack Duncan	<b><u>Date:</u></b> 9/6/2016
<b><u>Address:</u></b> 1550 Oakridge Dr.	<b><u>Home Phone:</u></b> 9802341121
<b><u>City, State, Zip:</u></b> Salisbury, North Carolina 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> jack.duncan@wslife.com	<b><u>Work Phone:</u></b> 704-706-3973
<b><u>Education:</u></b> Attended the University of Tennessee at Knoxville	
<b><u>Current Employer:</u></b> Western & Southern	<b><u>Occupation:</u></b> Financial Services
<b><u>I am interested in the following Board/Commission:</u></b> Salisbury-Rowan Community Action Agency	
<b><u>Recent Community Activities:</u></b> Member of Rowan Chamber	
<b><u>Why do you feel you are qualified for this appointment:</u></b> Being a Father of two beautiful kids, I personally see the importance in our community providing, expanding and creating programs for betterment of our residents. Creating a community of action and involvement for now and for the future.	
<b><u>Have you ever been convicted of a felony?</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	
<b><u>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</u></b> Initial:JD	



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APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a public record and must be fully completed to be considered\*\***

<b>NAME:</b> Terrelle Banner	<b>DATE:</b> 9-14-2016
<b>ADDRESS</b> 108 Alexander Drive	<b>HOME AND/OR CELL PHONE:</b> 704-278-3775
<b>CITY, STATE, ZIP:</b> CLEVELAND, NC 27013	<b>COUNTY OF RESIDENCE:</b> ROWAN
<b>EMAIL ADDRESS:</b> bannerterrelle14@gmail.com	<b>WORK PHONE:</b> 704-216-7702
<b>EDUCATION:</b> Catawba College, BBA	
<b>CURRENT EMPLOYER:</b> Ruffy Holmes Senior Center	<b>OCCUPATION:</b> Program Manager
<b>I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION:</b>	
Rowan Transportation System Advisory Committee	
<b>RECENT COMMUNITY ACTIVITIES:</b>	
Currently a member of the Rowan Transportation System Advisory Committee	
<b>WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?</b> (ATTACH ADDITIONAL SHEETS IF NEEDED)	
I AM THE PROGRAM MANAGER FOR THE ROWAN CONGREGATE NUTRITION PROGRAM AND ROWAN TRANSPORTATION SYSTEM PROVIDES TRANSPORTATION FOR MANY OF OUR CLIENTS THAT WOULD OTHERWISE NOT BE ABLE TO PARTICIPATE IN THIS PROGRAM. MY ROLE SERVES TO EDUCATE OUR CLIENTS AND EXPRESS THE NEEDS OF THE SENIOR POPULATION.	
<b>HAVE YOU EVER BEEN CONVICTED OF A FELONY?</b> YES ___ NO <u>X</u> ___	
<b>IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):</b>	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 <u>Terrelle Banner</u> Applicant Signature	



Rowan County Board of Commissioners  
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FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b>Name:</b> Vernice D Gallon	<b>Date:</b> 9/14/2016
<b>Address:</b> 126 S Rose Ave	<b>Home Phone:</b> 704.298.0268
<b>City, State, Zip:</b> Kannapolis, NC 28083	<b>County of Residence:</b> Cabarrus
<b>Email:</b> vernice.gallon@rowancountync.gov	<b>Work Phone:</b> 704.216.7781
<b>Education:</b> B.S. degree in Therapeutic Recreation, University of Florida, 1989	
<b>Current Employer:</b> Rowan County- Parks & Recreation Dept	<b>Occupation:</b> Therapeutic Recreation Supervisor
<b>I am interested in the following Board/Commission:</b> Rowan Transit Service Advisory Committee	
<b>Recent Community Activities:</b> Special Olympics Steering Committee Ex-Officio member of: The Arc Rowan & Rowan Vocational Opportunities Community Development Commission-City of Kannapolis	
<b>Why do you feel you are qualified for this appointment:</b> In my job position, I currently sit on the RTS Advisory Committee.. Transportation is an important component to whether or not community residents participate in our programs/services. My department utilize the transportation services of RTS. I feel that I can provide feedback concerning the needs of the community residents we serve.	
<b>Have you ever been convicted of a felony?</b> No	
<b>If the answer is yes above, please explain:</b>	
<b>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</b> Initial:VG	



Rowan County Board of Commissioners  
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FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

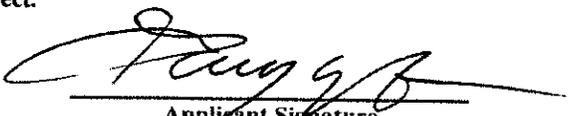
<b>Name:</b> Steve Joslin	<b>Date:</b> 9/2/2016
<b>Address:</b> 125 Waters Road	<b>Home Phone:</b>
<b>City, State, Zip:</b> Salisbury, NC 28146	<b>County of Residence:</b> Rowan
<b>Email:</b> steve.joslin@rowancountync.gov	<b>Work Phone:</b> 704-216-8828
<b>Education:</b> BS degree	
<b>Current Employer:</b> Rowan County Government/Health	<b>Occupation:</b> Allied Health Manager
<b>I am interested in the following Board/Commission:</b> Rowan Transit System Advisory Committee	
<b>Recent Community Activities:</b> Prescription Drug Take Back Boxes program; Community Health Assessment; Air Quality Forecast program; Community Health Fair; support 911 Heroes luncheon;	
<b>Why do you feel you are qualified for this appointment:</b> Have served on this Committee and provided support and input into Rowan Transit System.	
<b>Have you ever been convicted of a felony?</b> No	
<b>If the answer is yes above, please explain:</b>	
<b>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</b> Initial: SJ	



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8186  
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

***\*\*This application is a public record and must be fully completed to be considered\*\****

<b>NAME:</b> Gary Yelton	<b>DATE:</b> 9/19/2016
<b>ADDRESS:</b> 200 Scott Trace	<b>HOME AND/OR CELL PHONE:</b> 704-639-6187
<b>CITY, STATE, ZIP:</b> SALISBURY, NC 28147	<b>COUNTY OF RESIDENCE:</b> ROWAN
<b>EMAIL ADDRESS:</b> gyelton@rowanvocopp.org	<b>WORK PHONE:</b> 704-633-6223
<b>EDUCATION:</b> BA Business Management, North Carolina State University, 1984	
<b>CURRENT EMPLOYER:</b> Rowan Vocational Opportunities, Inc	<b>OCCUPATION:</b> Executive Director
<b>I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION:</b> RTS Advisory Committee	
<b>RECENT COMMUNITY ACTIVITIES:</b> Salisbury Rotary Club Salvation Army Board of Directors Rowan United Way	
<b>WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?</b> (ATTACH ADDITIONAL SHEETS IF NEEDED) Rowan Vocational Opportunities (RVO) employs over 135 adults with Intellectual or Developmental Disabilities. Approximately 64 of those persons are transported to and from RVO each week day. The relationship that RVO has with RTS is vital to the success of our clients. Without RTS our clients would have a very difficult time getting to work. Many of them would be unable to attend.	
<b>HAVE YOU EVER BEEN CONVICTED OF A FELONY?</b> YES ___ NO <u>X</u> ___	
<b>IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):</b>	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 Applicant Signature	



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a public record and must be fully completed to be considered\*\***

<b>NAME:</b> Christina Sides Joyce	<b>DATE:</b> 9/21/2016
<b>ADDRESS:</b> 170 Autumn Wood Lane	<b>HOME AND/OR CELL PHONE:</b> 704-213-0251
<b>CITY, STATE, ZIP:</b> Salisbury, NC 28146	<b>COUNTY OF RESIDENCE:</b> Rowan
<b>EMAIL ADDRESS:</b> cjoyce@trinitylivingcenter.net	<b>WORK PHONE:</b> 704-603-1708
<b>EDUCATION:</b> BS in Business Management, Concentration in Finance from NCSU	
<b>CURRENT EMPLOYER:</b> Trinity Living Center / Trinity At Home	<b>OCCUPATION:</b> Director of Community Services
<b>I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION:</b> Rowan Transit System Advisory Committee	
<b>RECENT COMMUNITY ACTIVITIES:</b> Rowan/Cabarrus Walk to End Alzheimer's, Rowan County Chamber Member, Women in Business member, REACH (Rowan Education and Advocacy for Choices in Healthcare) member, United Way agency (TLC), attend or send a representative to attend community health fairs, events, etc.	
<b>WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?</b> (ATTACH ADDITIONAL SHEETS IF NEEDED) I am the director of one of the agencies that RTS is contracted with to provide transportation services to. Staying connected and up to date with what's going on with RTS is important to me. Being able to understand the all of the challenges they are faced with daily helps me communicate with my staff and our family members as to why things are done a certain way. Keeping current on funding streams for transportation is also a priority for Trinity Living Center in order to keep costs down.	
<b>HAVE YOU EVER BEEN CONVICTED OF A FELONY?</b> YES ___ NO <u>X</u>	
<b>IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):</b>  I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 Applicant Signature	

# TOWN OF GRANITE QUARRY



[www.granitequarrync.gov](http://www.granitequarrync.gov)

Phone: 704-279-5596  
Fax: 704-279-6648

P O Box 351  
Granite Quarry, NC 28072

September 20, 2016

Rowan County Board of Commissioners  
130 W. Innes Street  
Salisbury, NC 28144

Re: Re-Appointment of Zoning Board of Adjustment member

Dear Commissioners:

The Town Board of Granite Quarry would like to re-instate the following members to the Zoning Board of Adjustment in the extra territorial jurisdiction:

1. Ms. Kelly Smith of 640 Dunn's Mountain Road
2. Mr. Howell Kesler of 380 Cantiberry Drive

During your next County Board of Commissioners meeting, please accept Ms. Kelly Smith and Mr. Howell Kesler to Granite Quarry's Zoning Board of Adjustment as ETJ Representatives for a term of 3 years ending in July of 2019.

Thank you for your consideration and prompt attention to this matter.

Respectfully yours,

Susan Closner  
Planning & Zoning Administrator



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

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<b>NAME:</b> Kelly Smith	<b>DATE:</b> 9/15/2016
<b>ADDRESS:</b> 640 Dunn's Mountain Church Road	<b>HOME AND/OR CELL PHONE:</b> 704-637-7322
<b>CITY, STATE, ZIP:</b> SALISBURY, NC 28146	<b>COUNTY OF RESIDENCE:</b> ROWAN
<b>EMAIL ADDRESS:</b> randalltodd@bellsouth.net	<b>WORK PHONE:</b> 704-310-3660
<b>EDUCATION:</b> East Rowan High School (Diploma) – Catawba College – (Bachelor of Business Administration)	
<b>CURRENT EMPLOYER:</b> Delhaize America	<b>OCCUPATION:</b> Corporate Records Manager
<b>I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION:</b> Granite Quarry Zoning Board of Adjustments	
<b>RECENT COMMUNITY ACTIVITIES:</b> Union Lutheran Church (Sunday School Teacher, Hand Bell Ringer, Congregation Council member, various committees, etc.) Former United Way Allocations Panel member, former Board member for Rowan Vocational Opportunities. Have been employed by Delhaize America (28 years) where I am a current member of the Veterans and Military Business Resource Group and the disAbilities Business Resource Group.	
<b><u>WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?</u></b> (ATTACH ADDITIONAL SHEETS IF NEEDED)	
I LIVE WITHIN TWO MILES OF THE TOWN OF GRANITE QUARRY AND HAVE BEEN AN ALTERNATE MEMBER OF THE ZBA FOR SEVERAL YEARS. I HAVE ALSO BEEN A MEMBER OF THE GQ PLANNING AND EVENTS COMMITTEE AND FEEL LIKE I AM ADAQUATELY EDUCATED TO SERVE IN THIS CAPACITY.	
<b><u>HAVE YOU EVER BEEN CONVICTED OF A FELONY?</u></b> YES ___ NO <u>X</u>	
IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
 Applicant Signature	



Rowan County Board of Commissioners  
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Salisbury, NC 28144  
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**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

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<b>NAME:</b> HOWELL W. KESLER JR.	<b>DATE:</b> 9-18-2016
<b>ADDRESS:</b> 380 CANTIBERRY DR.	<b>HOME AND/OR CELL PHONE:</b> 704-279-5940
<b>CITY, STATE, ZIP:</b> SALISBURY, N.C. 28146	<b>COUNTY OF RESIDENCE:</b> ROWAN
<b>EMAIL ADDRESS:</b> BIRD56@EARTHLINK.NET	<b>WORK PHONE:</b> 704-636-1341
<b>EDUCATION:</b> EAST ROWAN HIGH, ROWAN COMMUNITY COLLEGE	<b>OCCUPATION:</b> 30 YEARS RETIRED - DUKE POWER
<b>CURRENT EMPLOYER:</b> PART-TIME SALISBURY MOTOR	
I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION: ZBA GRANITE QUARRY ZONING BOARD	
<b>RECENT COMMUNITY ACTIVITIES:</b> SEE ATTACH SHEET	
<b>WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?</b> (ATTACH ADDITIONAL SHEETS IF NEEDED) SEE ATTACH SHEET	
<b>HAVE YOU EVER BEEN CONVICTED OF A FELONY?</b> YES ___ NO <input checked="" type="checkbox"/>	
IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):	
I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.	
<p style="text-align: center;"><u>Howell W. Kesler Jr.</u> Applicant Signature</p>	

2 additional pgs

## RECENT COMMUNITY ACTIVITIES

ATTEND RETIREMENT ACTIVITIES  
ATTEND GRANITE QUARRY ZBA MEETING  
SUPPORT ELDERLY PEOPLE IN NEIGHBORHOOD  
WITH OUTSIDE YARD AND TREE NEEDS  
MEMBER OF UNION CHURCH  
TRANSPORT GROUPS TO CHARLOTTE AIRPORT

## WHY DO YOU FEEL YOU ARE QUALIFIED?

1. PLANNER & CO-ORDINATOR OF GRANITE QUARRY TOWN HALL COMMUNITY MARQUE SIGN FOR GRANITE QUARRY CIVITAN CLUB 20 YEARS AGO. FUNDS FOR PROJECT CREATED BY FUNDRAISER, MATCHING BUSINESS FUNDS AND DONATED LABOR WITHOUT COST TO CITY TAXPAYER.
2. WORKED IN PLANNING GROUPS FOR 40 YEARS ON CLASS OF 1967 REUNION WITH JOHN LINKER
3. PROJECT SET-UP CO-ORDINATOR FOR X-PRESS LUBE BUSINESS A DIVISION OF SALISBURY MOTOR COMPANY, WORKING WITH GROUPS AND VICTOR WALLACE ON BUSINESS PERMITS IN SALISBURY

4. I HAVE ATTENDED :  
BOARD OF ADJUSTMENT TRAINING  
WORKSHOP AT MOORESVILLE  
CITIZENS CENTER ON FUNCTIONS  
OF THE ZONING BOARD OF ADJUSTMENTS  
IN NORTH CAROLINA

5. I THINK IT IS A CITIZENS  
RESPONSIBILITY TO SUPPORT AND  
IMPROVE THE COMMUNITY WE LIVE IN

6. PERSONAL REFERENCES:  
PAUL WOODSON, ED CLEMENT,  
JOHN M FISHER, LOYD GINN,  
BOYCE CAUDLE, MARY PONDS,  
JIMMY GREENE



Rowan County Board of Commissioners  
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APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

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<b>NAME:</b> EUGENE M. ATKINS	<b>DATE:</b> 9/16/2016
<b>ADDRESS:</b> 1130 THIRD CK. CH. RD PO BOX 105	<b>HOME AND/OR CELL PHONE:</b> 704 402 8764
<b>CITY, STATE, ZIP:</b> CLEVELAND, N.C. 27013	<b>COUNTY OF RESIDENCE:</b> ROWAN
<b>EMAIL ADDRESS:</b> CHIDATKINS.CE@GMAIL.COM	<b>WORK PHONE:</b> N/A
<b>EDUCATION:</b> BA ANTHROPOLOGY (ARCHAEOLOGY)	<b>OCCUPATION:</b> APP. STATE
<b>CURRENT EMPLOYER:</b> RETIRED STATE EMPLOYEE	

I AM INTERESTED IN THE FOLLOWING BOARD/COMMISSION:  
 PLANNING/ZONING TOWN OF CLEVELAND

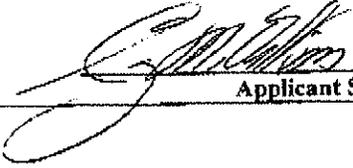
**RECENT COMMUNITY ACTIVITIES:**  
 PLANNING/ZONING - TOWN OF CLEVELAND  
 CHIEF ELECTION JUDGE - TOWN OF CLEVELAND

**WHY DO YOU FEEL YOU ARE QUALIFIED FOR THIS APPOINTMENT?**  
 (ATTACH ADDITIONAL SHEETS IF NEEDED)  
 1 YEAR EXPERIENCE - PARALEL TRAINING - 38.5 YEARS  
 EXP. WITH STATE OF N.C. INTERPRETING AN EMPLOY-  
 MENT INSURANCE LAW

**HAVE YOU EVER BEEN CONVICTED OF A FELONY?** YES  NO

IF THE ANSWER IS YES ABOVE, PLEASE EXPLAIN (ATTACH ADDITIONAL SHEET IF NECESSARY):

I have reviewed the information contained in this application, and by signing below certify that the information is true and correct.

  
 Applicant Signature