



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, DECEMBER 6, 2022
5:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, November 1, 2022 as submitted.
- B. Final Offer to Purchase Real Property; Folk Street: Acceptance of the Final Offer to Purchase Real Property in the amount of \$2,000.00 plus advertising costs following the submission of all upset bids, and as submitted by Rusty Castle Investors, LLC, for the 0.24 acre parcel owned by the City of Lenoir and located on Folk Street. Note: The legal advertisement for the Notice of Offer to Purchase Real Property was published in the News-Topic on November 4, 2022 starting a ten (10) day upset bid period as required by N.C.G.S. §160A-269. Staff recommends Council accept the Final Offer to Purchase Real Property as the City did not receive any upset bids.
- C. Amendment No. 2; Engineering Services Contract, McGill Associates; Crossroads Sewer Line Replacement Project: Staff recommends approval of Amendment No. 2 in the amount of \$30,000 to the contract for engineering services with McGill Associates for the Crossroads Sewer Replacement Project.
- D. Final Adjusting Change Order: Staff recommends City Council approval of the Final Adjusting change Order as recommended by McGill Associates for the Biosolids Facilities Improvement Project to reflect a net increase in the contract amount of \$6,689.19. Refer to the Council Action Form for additional information.
- E. Bid Award; Aluminum Bleachers for Mack Cook Stadium: Staff recommends Council award the low bid of \$21,234.00 to Highland Products Group/The Park Catalog for two (2) sets of 5 Row Aluminum Bleachers for Mack Cook Stadium. Note: This project is part of the improvement plan at the Lenoir High School Campus and is being funded with Community Development Block Grant Funds (CDBG).
- F. Resolution; Amended Caldwell County Animal Care Ordinance: Staff recommends approval of a resolution accepting the Caldwell County Animal Care Enforcement Ordinance as amended in Section 90.05, and authorizing Caldwell County to enforce the same within the corporate limits of the City of Lenoir.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITYMANAGER**A. Items of Information**

1. The annual Luminary Display at Blue Ridge Memorial Park will be held on Friday, December 9 beginning at 6:00 p.m. A rain date is scheduled for Friday, December 16.
2. The Christmas Light Show will continue nightly from 6:00 p.m. - 10:00 p.m. through January 1st in downtown Lenoir.
3. City offices will be closed on Friday, December 23, Monday, December 26 & Tuesday, December 27 in observance of the Christmas holidays. City offices will also be closed on Monday, January 2 in observance of New Year's Day and on Monday, January 16 in observance of the Martin Luther King, Jr. holiday.

B. Items for Council Action**VI. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY****VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR**

- A. Announcement; Board Appointments: Mayor Gibbons will announce Hunter Greer for consideration of appointment to the Lenoir Housing Authority and Ms. Tammy Greene for consideration of appointment to the Lenoir Planning Board. These appointments will be placed on the December 20, 2022 Agenda for Council's consideration of approval.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

- A. Pursuant to N.C.G.S. §143-318.11(a), (3), City Council will enter into closed session on Tuesday, December 6 to discuss attorney/client privilege.

X. ADJOURNMENT

**LENOIR CITY COUNCIL
TUESDAY, NOVEMBER 1, 2022
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Mayor Pro-Tem Crissy Thomas, Jonathan Beal, Kent Greer, Todd Perdue, Ike Perkins, Ralph Prestwood, David Stevens, City Manager Scott Hildebran, City Clerk Shirley Cannon and Attorney David Lackey who filled in for City Attorney T.J. Rohr.

I. CALL TO ORDER

A. Moment of Silence and Pledge of Allegiance

**COMMENTS; MAYOR
GIBBONS:**

B. Mayor Gibbons thanked everyone for all of their prayers, phone calls, food and visits while he was recovering from recent surgery. He stated he was feeling better and was glad to be back home and to be able to participate in the City Council meeting.

**SPECIAL RECOGNITION;
AMOREM:**

C. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Curtis Singleton, Chaplain, Amorem, proclaiming the month of November 2022 as National Hospice and Palliative Care Month throughout the City of Lenoir.

Chaplain Singleton accepted the proclamation on behalf of Cathy Swanson, Executive Director, Amorem. Mr. Singleton shared he has worked with different Hospice organizations in the southeast area for fifteen years and that moving to Lenoir has given him a fresh perspective as he has never experienced such support from the local community. Chaplain Singleton referred to how John Forlines started Hospice in the fellowship hall of United Methodist Church over 40 years ago and emphasized Hospice is here to serve everyone. He thanked City Council for all of their support and pointed out the proclamation was really for the community as Hospice seeks to serve everyone.

Mayor Gibbons stated Amorem (Hospice) was a great organization who was there to help and offer support to families during a difficult time. He stated the City was proud to have them in the community and Caldwell County.

**SPECIAL RECOGNITION;
#GIVING TUESDAY:**

D. On behalf of City Council, Mayor Gibbons read and presented a proclamation to Jamie Willis, Executive Director, United Way of Caldwell County, proclaiming Tuesday, November 29, 2022, as “#Giving Tuesday” throughout the City of Lenoir. #Giving Tuesday is a global giving movement that has been built by individuals, families, organizations, businesses and communities in all 50 states and in countries around the world.

Mrs. Willis thanked City Council for the recognition and stated United Way was founded in 1942 when several other non-profit organizations at that time were combined to form United Way. She referred to other non-profit organizations in Lenoir and encouraged everyone to discover what he or she is passionate about and get involved as citizens/families will benefit from their service. She gave examples of serving such as being an advocate, volunteering or donating resources to help the organizations.

- CLOCK TOWER:** E. Mayor Gibbons informed everyone the downtown clock has been removed in order to address issues with the clock tower and replace it with a new one. Mayor Gibbons stated the clock is a symbol that represents what Lenoir stands for and it has been on the square for over one hundred years. He thanked City Staff and everyone for all of their work on the project.

FY2021-2022 AUDIT

- PRESENTATION:** F. Cynthia Randolph, C. Randolph, CPA, PLLC, presented the FY2021-2022 Audit to City Council. She thanked City Council for allowing her to do the audit. Ms. Randolph stated the City is in excellent financial condition and commended Finance Director Donna Bean, City Manager Scott Hildebran and City Staff for the amazing job they do regarding the City's financial reports.

Ms. Randolph stated she opened her firm in West Jefferson four years ago and previously worked at a firm in Morganton for thirty-one years. She reported the City of Lenoir's financial report has been submitted to the Local Government Commission (LGC) and noted the state's deadline for submittals is December 1, 2022. As information, Ms. Randolph shared that Eric Bowman, PA, wrote the financial section for this year's audit report.

In addition, Ms. Randolph explained, as auditor, she issued an unmodified opinion. She stated the City had a single audit in accordance with uniform guidelines for the City's American Rescue Plan (ARPA) funding due to the City receiving \$750,000 from the federal government. Also, Ms. Randolph reported she audited the federal HOME Program and the City's Powell Bill fund for the state of North Carolina. Ms. Randolph reported she did not discover any weaknesses or deficiencies with these programs.

Next, Ms. Randolph reviewed the financial highlights of FY2021-2022. The City's unassigned Fund Balance as of June 30, 2022 is \$14,872,480, which represents 80.6% of total General Fund expenditures. The increase in the unassigned Fund Balance is \$2,258,648. Ms. Randolph explained the LGC has established a medium or average Fund Balance for municipalities of Lenoir's size and, according to their average, the City of Lenoir should maintain a 53% Fund Balance. As of June 30, 2022, the City's undesignated Fund Balance was at 74%, which she stated is excellent.

Ms. Randolph reported the City has decreased its debt by \$1,322,776 (5.68%) during the past fiscal year, which is outstanding. North Carolina General Statutes limit the amount of general obligation debt that a unit of government can issue to 8% of the total assessed value of taxable property located within that government's boundaries less statutory deductions for bonds applicable to water systems. The legal debt margin

for the City of Lenoir is \$211,600,404 and the City's total debt is \$21,958,688. In addition, the City's Tax Collection rate is 97.17%, which is close to the state's average rate of 98.6%.

In addition, Ms. Randolph reviewed the highlights of the audit. The City's General Fund has \$15,966,260 in cash and cash equivalents and total assets increased over \$3.1 million in FY2022. The Fund Balance increased \$2.4 million and the General Fund revenues increased by \$945,532. Expenditures increased \$608,000+ with a change of \$2,438,875 in the Fund Balance.

Next, Ms. Randolph reported the City's Special Revenue Fund which consists of the Community Development Block Grant and HOME programs along with the American Rescue Plan (ARPA) funds has \$3,486,224 in cash and total assets increased by \$990,561. She shared that revenues decreased by \$347,754 and expenditures decreased by \$114,535.

Ms. Randolph reported the City's Enterprise Fund (Water & Sewer) has a cash balance of \$11,102,496 and total assets of \$83,315,337 with a change in net position of \$59,007,738. She stated revenues increased \$40,000 and expenditures increased \$175,000 with a change in net position of \$1,568,225.

Ms. Randolph reiterated the City of Lenoir is in excellent financial position and had an excellent financial year.

City Manager Hildebran thanked Finance Director Donna Bean and Staff for all of their hard work and expertise, which is reflected in the financial report.

On behalf of City Council, Mayor Gibbons also thanked City Manager Hildebran, the Department Directors and Staff for continuing to find ways to save and expend their budgets.

Upon a motion by Councilmember Stevens, Council voted 7 to 0 to approve the FY2021-2022 Audit report as submitted and as presented by Ms. Cynthia Randolph, CPA, PLLC.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, October 18, 2022 as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, October 25, 2022 as submitted.
- C. Acceptance of Offer to Purchase Real Property; 400 Block of Folk Street: Staff recommends approval of an Offer to Purchase Real Property by resolution in the amount of \$2,000.00 plus advertising costs and to direct Staff to advertise for upset bids consistent with N.C.G.S. §169A-269. The property is owned by the City of Lenoir. Joseph Sullivan, Rusty Castle Investors, LLC, Hudson, NC, has submitted an offer to purchase. (A copy of the resolution is hereby incorporated into these minutes by reference. Refer to page 291-292.)

- D. Proclamation; National Hospice and Palliative Care Month, November 2022: Staff recommends approval of a proclamation proclaiming the month of November 2022 as National Hospice and Care Month throughout the City of Lenoir. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 293.)
- E. Proclamation; #Giving Tuesday 2022: Approval of a proclamation proclaiming Tuesday, November 29 as “#Giving Tuesday” throughout the City of Lenoir. #Giving Tuesday is a global movement that has been built by individuals, families, organizations, businesses and communities in all 50 states and in countries around the world. Giving Tuesday inspires people to take collective action to improve their communities, give back in better, smarter ways to the charities and causes they believe in, and help create a better world. Additional information may be found at www.givingtuesday.org. (A copy of the proclamation is hereby incorporated into these minutes by reference. Refer to page 294.)

Upon a motion by Mayor Pro-Tem Thomas, City Council voted 7 to 0 to approve the above listed items on the Consent Agenda as described above and as recommended by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

LEAF COLLECTION SCHEDULE:

1. City of Lenoir leaf collection starts in November. Residents will get three pickups (one monthly) between November and January 2023. Residents should rake leaves into piles behind the curb or ditch line, and remove all bricks, rocks, sticks, or glass. Such items may cause personal injury to employees and damage equipment. More information is available online at www.cityoflenoir.com.

HOLIDAY CLOSING; SANITATION

DIVISION:

2. The Sanitation Division will not operate on Veterans Day, Friday, November 11. Garbage normally picked up on Friday will be collected on Wednesday, November 9. All other household garbage pickups will remain on a normal schedule. There will also not be bulk collections for the week of Monday, November 7 through Friday, November 11.

LENOIR BUSINESS ADVISORY

BOARD:

3. The Lenoir Business Advisory Board will meet on Thursday, November 10 at 6:00 p.m. at City Hall, Third Floor.

HOLIDAY CLOSING; VETERANS DAY:

4. City offices will be closed on Friday, November 11 in observance of Veterans Day. A Veterans Day ceremony will be held at the Veterans Plaza on the square on Friday,

November 11 at 11:00 a.m.

CITY/COUNTY SERVICES

COMMITTEES: 5. The City/County Services Committee will meet on Monday, November 14 at noon at the J. E. Broyhill Civic Center.

ABC BOARD: 6. The ABC Board will meet on Tuesday, November 15 at 2:00 p.m.

LIGHT UP

LENOIR: 7. The annual Light up Lenoir event will begin nightly on Thursday, November 17 from 7:00 p.m. – 10:00 p.m. in downtown Lenoir. School performances will also be held on Thursday, November 17 from 5:00 p.m. – 7:00 p.m. and visits with Santa will be held from 5:00 p.m. – 7:30 p.m. The public is invited to attend.

FOOTHILLS REGIONAL AIRPORT AUTHORITY:

8. The Foothills Regional Airport Authority will meet on Wednesday, November 20 at noon at the Airport facility.

ANNUAL TURKEY TUESDAY

EVENT: 9. The 8th annual Turkey Tuesday event will be held on Tuesday, November 22 beginning at 5:00 p.m. at the Martin Luther King, Jr. Center. Donations are currently being accepted.

ANNUAL CHRISTMAS

PARADE: 10. The Starry Night Christmas Parade is scheduled for Friday, December 2 at 6:30 p.m. in downtown Lenoir.

B. Items for Council Action

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

COMMENDED; CITY STAFF FOR HALLOWEEN EVENTS:

1. On behalf of City Council, Mayor Gibbons thanked Matthew Anthony, Main Street Downtown Event Coordinator, and City Staff for all of their hard work for the downtown Trick or Treat event and the Mad Hatters Pumpkin Patch Parade. The event was a huge success and well attended.

BOARD ANNOUNCEMENTS:

2. Mayor Gibbons reported he would present several names of individuals for Council's consideration of approval to serve on the City's Authorities/Boards/Commissions. Currently there is a vacancy on the Lenoir Planning Board and the Lenoir Housing Authority.

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting adjourned at 6:35 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

RESOLUTION

WHEREAS, the City of Lenoir owns certain property, located on the 400 Block of Folk Street, Lenoir, NC, and being approximately 0.24 acre, and being Caldwell County Tax Parcel ID#092712 and NCPIN 2840900534, and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$2,000.00, submitted by Joseph Sullivan, (Rusty Castle Investors, LLC, Lenoir, NC; and

WHEREAS, Joseph Sullivan has paid/will pay the required five percent (5%) deposit on his offer;

NOW, THEREFORE, BE IT RESOLVED, the LENOIR CITY COUNCIL of the City of Lenoir resolves that:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the office of the City Clerk within ten (10) days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will

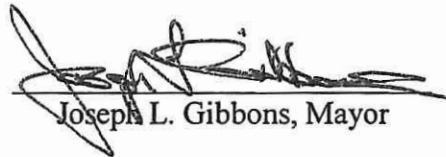


return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and the buyer must pay with cash, cashier's check or certified check at the time of closing.
8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City Officials are authorized to execute the instruments necessary to convey the property to Joseph Sullivan, Rusty Castle Investors, LLC, of Lenoir, North Carolina.

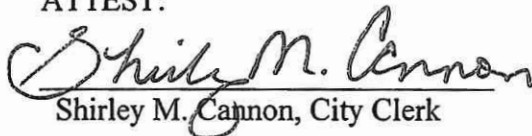
This the 1st day of November, 2022.

SEAL



Joseph L. Gibbons, Mayor

ATTEST:



Shirley M. Cannon, City Clerk



National Hospice & Palliative Care Month November 2022

WHEREAS, for more than 40 years, hospice has helped provide comfort and dignity to millions of people, allowing them to spend their final months at home, surrounded by their loved ones; and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

WHEREAS, beyond providing physical treatment, hospice attends to the patient's emotional, spiritual and family needs, and provides family services like respite care and bereavement counseling; and

WHEREAS, palliative care delivers expertise to improve quality of life and relief from pain, can be provided at any time during an illness, and hospices are some of the best providers of community-based palliative care; and

WHEREAS, in an increasingly fragmented and broken health care system, hospice is one of the few sectors that demonstrates how health care can – and should – work at its best for its patient; and

WHEREAS, every year 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want; and

WHEREAS, the Centers for Medicare and Medicaid Services have pledged to put patients first in all of its programs – including hospice – ensuring a coordinated and patient-led approach to care, protecting patient choice and access to individualized services based on a patient's unique care needs and wishes.

NOW, THEREFORE, I, Mayor Joseph L. Gibbons, on behalf of the City of Lenoir City Council, do hereby proclaim November 2022 as National Hospice and Palliative Care Month in Lenoir and encourage citizens to increase their understanding and awareness of care at the end of life, discuss their end of life wishes with their families, and observe this month with appropriate activities and programs.

This the 1st day of November 2022.

SEAL



Joseph L. Gibbons, Mayor



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

PROCLAMATION

#GIVING TUESDAY

WHEREAS, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and

WHEREAS, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give; and

WHEREAS, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

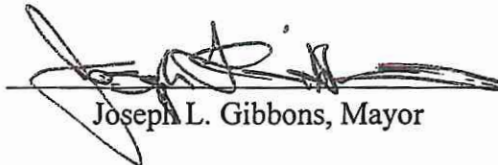
WHEREAS, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Lenoir and Caldwell County; and

WHEREAS, Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year.

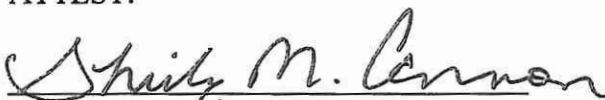
NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, do hereby proclaim Tuesday, November 29, 2022 as "**Giving Tuesday**" throughout the City of Lenoir and Caldwell County and encourage all citizens to join together to give back to the community in any way that is personally meaningful.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lenoir to be affixed this 1st day of November 2022.

SEAL


Joseph L. Gibbons, Mayor

ATTEST:


Shirley M. Cannon, City Clerk


CITY OF LENOIR**COUNCIL ACTION FORM: December 6, 2022****I. Agenda Item:**

Acceptance of Offer to Purchase property owned by the City of Lenoir located on the 400 block of Folk Street in the Freedman neighborhood (See attached map)

II. Background Information:

The City of Lenoir acquired this vacant 0.24-acre lot in 1987 (DB 945, PG 374). Identified by NC PIN 2840900534, the lot is zoned R-6 (high density residential) and is located within the North Main overlay district.

Joseph Sullivan (Rusty Castle Investors, LLC) has submitted an offer to purchase the lot for \$2000, plus advertising costs. Rusty Castle Investors owns the house located immediately to the north of the subject property, which is currently being renovated (428 Folk St – see DB 2052, PG 204). He plans to combine this city-owned lot with 428 Folk St and does not intend to build on it.

On November 1, 2022, Council directed staff to advertise Mr. Sullivan's bid consistent with NCGS 160A-269, to initiate the upset bidding process. No upset bids were received.

See attached map.

Staff Recommendation: Acceptance of the offer to purchase.

III.**IV. Reviewed by:**

City Attorney: _____

Finance Director: _____


Planning Director: _____



Date: 24-Oct-22

Scott Hildebran, Manager
City of Lenoir
801 West Avenue NW
Lenoir, NC 28645

Mr. Hildebran:

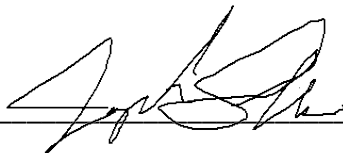
Please accept this letter as my official bid offer of \$ 2,000.00 for property owned by the City of Lenoir and located at 428-430 Folk Street NW, Lenoir, NC, further identified by NC PIN 2840900534.

Furthermore, I understand that (check any/all that apply):

- ☐ This property contains a deteriorated or dilapidated structure. As part of my offer, I agree to repair the structure in accordance with the standards contained in Chapter 10 of the Lenoir City Code and all applicable state building codes, or to remove this structure at my own expense.
- ☐ Published Notice. As part of my offer, I agree to pay all costs associated with the public notices required by 160A-269.

Enclosed is a deposit of 5% of the bid in accordance with 160A-269.

Sincerely,

X  (please sign)

Full Name: Rusty Castle Investors, LLC / Joseph Sullivan
Phone number: 828-850-1757
Email: RustyCastleInvestors@gmail.com
Mailing Address: 4040 James Drive, Hudson, NC 28638

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

CITY OF LENOIR
CASH RECEIPT
DUPLICATE

Receipt No: 1320917
Date: 10/25/2022
Time: 4:36:38 PM

Received From:
BID ON PROPERTY

Amount: 200.00
Paid: 200.00
Change: 0.00

For:
PLANNING DEPT BLDG 200.00
FOLK ST 1287: 200.00

Received By: ER

AFFP

NOTICE OF OFFER TO PURCHASE

Affidavit of PublicationSTATE OF NC }
COUNTY OF Swain SS

Kaitlin Eller, being duly sworn, says:

That she is AD MANAGER of the Lenoir News Topic, a daily newspaper of general circulation, printed and published in Lenoir, County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

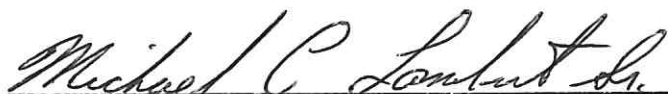
November 04, 2022

That said newspaper was regularly issued and circulated on those dates.

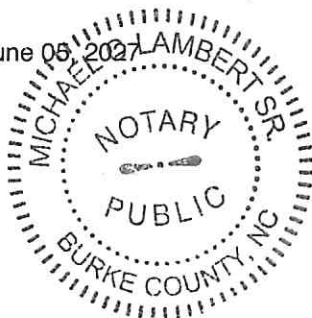
SIGNED:


 AD MANAGER

Subscribed to and sworn to me this 4th day of November 2022.


 Michael C. Lambert Sr., NOTARY Burke, County, NC

My commission expires: June 05, 2027



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 CITY OF LENOIR
 PO BOX 958
 LENOIR, NC 28645

**NOTICE OF OFFER TO
 PURCHASE REAL
 PROPERTY
 - CITY OF LENOIR**

Notice is hereby given pursuant to N.C.G.S. §160A-269 that the City of Lenoir has received an Offer to Purchase a 0.24 acre tract owned by the City of Lenoir located on the 400 block of Folk Street. The City has owned the property since 1987. The parcel number is: NC PIN 2840900534, Parcel ID 09-27-1- 2. The offered purchase price is \$2,000.00, plus advertising costs, for conveyance by non-warranty deed. The property shall be conveyed "as is, where is," and the purchase and sale shall be subject to all superior liens, unpaid taxes and special assessments, if any. The City Council proposes to accept said offer. Within ten (10) days of this notice any person may raise the bid by not less than ten (10%) of the first \$1,000.00 and five (5%) percent of the remainder and by making a deposit of five (5%) percent of such increased bid with the City Clerk. Any such bid shall be subject to further advertisement as provided in N.C.G.S. §160A-269. The City Council may at any time reject any and all bids.

 City of Lenoir
 Shirley M. Cannon, MMC, NC-
 CMC
 City Clerk
 801 West Avenue, NW
 Lenoir, NC 28645
November 4, 2022

CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Amendment to the Engineering Service Contract With McGill Associates – Crossroads Sewer Line Replacement Project
- II. Background Information:** The City of Lenoir is undertaking a major sewer line replacement project that begins behind Yokefellow in the Crossroads Shopping Center and ends at the Lenoir Golf Course. The cost of the project is estimated to be \$2.77 million and will involve engineering design, state permitting, project construction and inspection services over the next 12 months. Funding for the project is through a SRF Loan at a rate of 2.16% with a 2% loan fee.
- III.** McGill Associates was selected after an RFQ process as the best qualified engineering firm for this project. McGill and Associates has provided a contract for services to provide the engineering services throughout this project (as amended) dated June 4, 2019.

Amendment 2 reflects a change to Section 2 (2.5.22) Construction Phase and Section 6 (6.1) Payment for Basic Services of the Agreement to reflect changes in scope to the project construction phase services. The Amendment would provide for extended construction phase services by McGill in an additional amount not to exceed \$30,000.00. The additional services will be billed on an hourly basis. The 10% contingency provided for the project will cover the additional fees requested.

The amendment is requested due to time delays associated with supply chain issues and delays in delivery of materials. Due to these issues, the project is taking longer to complete than anticipated. In addition, as the project has progressed to the section of work behind Yokefellow towards the Mayflower Restaurant, the contractor has encountered several delays due to the discovery of unknown culverts and the location of a 10 inch water line in conflict with the construction area. The discovery of these conflicts has required additional time and oversight on the part of the engineers.

- IV. Staff Recommendation:** Staff recommends City Council approval of Amendment No. 2 to the contract for engineering services with McGill Associates for the Crossroads Sewer Replacement Project.

- V. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

AMENDMENT NO. 2

to the

AGREEMENT FOR ENGINEERING SERVICES – DATED JUNE 4, 2019

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Agreement for Engineering Services as follows:

Section 2 – Basic Services shall be amended as follows:**2.5 CONSTRUCTION PHASE**

2.5.22 Additional construction phase services and CFR time related to extended construction time for the sewer line construction and to avoid existing utilities.

Section 6 – Payment to the Engineer, Article 6.1.1 shall be amended to include the following additional hourly maximum not-to-exceed fee:

6.1 PAYMENT FOR BASIC SERVICES**Extended Construction Phase Services****\$30,000**

In accordance with the Agreement for Engineering Services, the Owner agrees to pay the ENGINEER the amounts noted above for the Additional Services rendered as outlined in this Amendment No. 2.

CITY OF LENOIR**McGILL ASSOCIATES, P.A.**

Scott Hildebran
 City Manager

Douglas Chapman, PE
 Principal – Hickory Office Manager

Date: _____

Date: 11-10-22

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

ATTEST: _____

By: _____

Shirley M. Cannon City Clerk

Donna Bean, Finance Director

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item: Biosolids Facilities Improvement Project – Final Adjusting Change Order

- I. Background Information:** The City of Lenoir received State Revolving Funds through the Division of Water Infrastructure (DWI) to design and construct a new biosolids facility for the purpose of handling and disposing of the biosolids generated from the sludge at the Lower Creek WWTP, Gunpowder Creek WWTP, and the Bernhardt Water Treatment Plant. Other related improvements were made to the plant facilities. The total loan amount (at 1.53% interest) is for \$6,995,000.00 which includes the dryer purchase, construction cost, all engineering and professional services and the 4.5% contingency. Approximately 98% of the project has been completed and we are working towards the final close out of this project. One of the final items is the approval of the Final Adjusting Change Order.

The original construction contract price was \$4,259,000.00. The current contract price after adjustments for previous change orders is \$4,318,641.00. The final adjusting change order results in a decrease in the current contract price of \$52,951.81 resulting in a final contract price of \$4,265,689.19. This represents an overall increase in the original construction contract price of only \$6,689.19. Please note that this additional cost is well within the 4.5% construction contingency (\$192,000.00) approved for the project. Therefore, the change does not result in an increase to the overall funds approved for the project.

- II. Staff Recommendation:** Staff recommends City Council approval of the Final Adjusting Change Order as recommended by McGill Associates for the Biosolids Facilities Improvement Project to reflect a net increase in the contract amount of \$6,689.19.

III. Reviewed by:

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: _____

Change Order No. **05 - Final**

Date of Issuance: September 21, 2022
 Owner: City of Lenoir
 Contractor: Brushy Mountain Builders
 Engineer: McGill Associates, P.A.
 Project: Biosolids Facility Improvements

Effective Date: September 21, 2022
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 17.01107
 Contract Name: Biosolids
 Facility Improvements

The Contract is modified as follows upon execution of this Change Order:

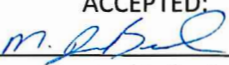
Description: Final Adjustment to Construction Contract Amount

Attachments: Change Order Summary, with back-up documentation

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 4,259,000.00	Original Contract Times: Substantial Completion: 330 Ready for Final Payment: 360 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3: CO #1: \$23,607.96 CO #2: \$9,287.07 CO #3: \$26,745.97 \$ 59,641.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3: Substantial Completion: 70 Ready for Final Payment: 70 days
Contract Price prior to this Change Order: \$ 4,318,641.00	Contract Times prior to this Change Order: Substantial Completion: 400 Ready for Final Payment: 430 days or dates
[Increase] [Decrease] of this Change Order: \$ (52,951.81)	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 days Ready for Final Payment: 0 days days or dates
Contract Price incorporating this Change Order: \$ 4,265,689.19	Contract Times with all approved Change Orders: Substantial Completion: 400 days Ready for Final Payment: 430 days

RECOMMENDED:
 By: 
 Title: Construction Services Manager
 Date: 09/22/2022

ACCEPTED:
 By: _____
 Title: Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: 
 Title: Project Manager
 Date: 9-21-22

Approved by Funding Agency (if applicable):

Date: _____



CHANGE ORDER SUMMARY
City of Lenoir, North Carolina
Lower Creek WWTP Biosolids Facility Improvements

PREVIOUS CHANGE ORDER SUMMARY

CONTRACT AMOUNT REVISIONS

CO Proposal	Date Submitted	Bid Schedule Description	Unit	Qty	Unit Price	Total Price	Days Requested
1	4/10/2020	Gryphon Panel Changes	LS	1	\$ 1,404.22	\$ 1,404.22	0
1	8/18/2020	Roof Curb Changes	LS	1	\$ 2,876.11	\$ 2,876.11	7
1	4/1/2020	Guardrail Changes	LS	1	\$ 673.22	\$ 673.22	0
1	8/18/2020	Truck Loading Structure Changes	LS	1	\$ 2,976.34	\$ 2,976.34	4
1	8/18/2020	Solids Building Interior Changes	LS	1	\$ 6,572.17	\$ 6,572.17	7
1	8/18/2020	Truck Loading Grading Changes	LS	1	\$ 9,105.90	\$ 9,105.90	7
2	11/16/2020	Truck Loading Roofing - Gutters, Downspouts, and Snowguards	LS	1	\$ 1,704.36	\$ 1,704.36	1
2	11/30/2020	BFP - Wash water Booster Pump Installation	LS	1	\$ 1,541.17	\$ 1,541.17	1
2	11/30/2020	Poymer Tote Platform	LS	1	\$ 3,049.04	\$ 3,049.04	1
2	12/1/2020	Control Stations for Sludge Hopper Lid and Conveyor Knife Gate Bypass	LS	1	\$ 2,992.50	\$ 2,992.50	15
3	3/3/2021	Relocate I/O Panel	LS	1	\$ 1,890.00	\$ 1,890.00	5
3	3/8/2021	Stairs/Platform Revision	LS	1	\$ 13,907.48	\$ 13,907.48	10
3	3/15/2021	Add Conveyor Discharge Chutes	LS	1	\$ 3,073.49	\$ 3,073.49	2
3	3/18/2021	Aerator Motor Starter Rebuild	LS	1	\$ 7,875.00	\$ 7,875.00	10
Total						\$ 59,641.00	70

CHANGE ORDER NO. 5 - Final Contract Adjustment

CONTRACT AMOUNT REVISIONS

CO Proposal	Date Submitted	Bid Schedule Description	Unit	Qty	Unit Price	Total Price	Days Requested
5	9/19/2022	Deduct Unused Allowance Work Items	LS	1	\$ (52,951.81)	\$ (52,951.81)	
						\$ -	
						\$ (52,951.81)	0

CONTRACT TIME REVISIONS

Change Order No. 1		25
Change Order No. 2		18
Change Order No. 3		27
Change Order No. 4 - Force Account Work; Did not affect Calendar Days		
Cumulative Contract Time Adjustment (Substantial)		70
Cumulative Contract Time Adjustment (Final)		70

ADJUSTED CONTRACT AMOUNT

Original Contract Amount	\$ 4,259,000.00
Change Order No. 1 thru Change Order No. 3 - Addition to Contract Amount	\$ 59,641.00
Change Order No. 4 - Force Account Work; Did not Affect Construction Contract Amount	\$ -
Change Order No. 5 - Deduction from Contract Amount - FINAL CONTRACT ADJUSTMENT	\$ (52,951.81)
Contract Amount Incorporating Change Orders	\$ 4,265,689.19

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Bid Award: Two Sets of 5 Row Aluminum Bleachers for Mack Cook Stadium.

II. Background Information:

This is part of the improvement plan at the Lenoir High School Campus and is being funded with CDBG funds.

Bids:	Highland Products Group/The Park Catalog	\$21,234.00
	Sightlines Athletic Facilities, LLC	\$21,417.21
	Belson Outdoors	\$24,148.36

III. Staff Recommendation:

Staff recommends awarding the bid to Highland Products Group/The Park Catalog in the amount of \$21,234.00

IV. Reviewed by:

City Attorney:

Finance Director:

Public Works/Public Utilities Director:

Planning Director:

Recreation Director: Kenny Story

thepark

AND FACILITIES

CATALOG

Highland Products Group/The Park Catalog
931 Village Blvd Ste 905-354
West Palm Beach, FL 33409
Phone : 561-620-7878
Email : sales@theparkcatalog.com

Bill to:
Kenny Story
City of Lenoir
PO Box 958
Lenoir, North Carolina, 28645
United States
T: 828-757-2187

Ship to:
Kenny Story
City of Lenoir
720 Mulberry Street SW
Lenoir, North Carolina, 28645
United States
T: 828-757-2187

Quote Proposal Q22.70302
Date of Proposal Nov 28, 2022
Proposal valid until Dec 12, 2022

Sales Rep: Noelle Lahey
noelle.lahey@theparkcatalog.com

Lead times quoted are only estimates and may change due to the volatility and demand of raw materials.

Product image	Product name	Item #	QTY	Price	Your Price	Discount	Subtotal
	5 Row Aluminum Bleachers - Midfielder Series Length 33' Long Shop Drawings No Drawings Anchoring Option No Anchors FEATURES: Net seating capacity 94 per unit Ships unassembled/ knocked down Aluminum angle understructure 2 x 10 anodized aluminum seat plank with poly end caps Double mill finish aluminum foot plank with aluminum end caps 1 x 6 riser rows 2-4, (2) 1 x 6 top row risers (1) 54 inch vertical aisle with mid aisle handrail Chain-link guardrail system	569-1106-2094717	2	\$10,627.00	\$8,887.00	\$3,480.00	\$17,774.00

EST LEAD TIME TO SHIP IS 1- 2 WEEKS PLUS TRANSIT;
FREIGHT INCLUDES CALL BEFORE DELIVERY ONLY;
CUSTOMER RESPONSIBLE FOR OFFLOADING DUE TO SHIPMENT BEING OVERSIZED;
QUOTE VALID FOR 14 DAYS ONLY;
ONCE QUOTE EXPIRES, IT WILL BE SUBJECT TO ANY PRICE/FREIGHT RATE CHANGES
AND MUST BE UPDATED PRIOR TO PURCHASE

Adjustment Quote	-\$3,480.00
Total Discount	\$3,480.00
Subtotal	\$17,774.00
Shipping & Handling (Excl. Tax)	\$2,117.33
Tax	\$1,342.67
Grand Total	\$21,234.00

- THIS QUOTE COMES WITH A BEST PRICE GUARANTEE -

TERMS & CONDITIONS

SHIPPING:

All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method, you must purchase additional services.

• Additional Services - Residential Delivery, Limited Access Delivery, Construction Site Delivery, Liftgate Service, Inside Delivery, Notify Before Delivery.

• Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

• Inspection of Shipments - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacement parts or products FREE of charge due to concealed or unreported damages.

• Assembly May Be Required - Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS:

All cancellations must be done prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS:

We will accept returns of unused products, up to 30 days from the shipping date, subject to ALL of the following terms and conditions:

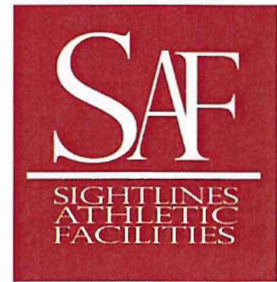
- Approval - Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- Shipping Returns - All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- Re-Stocking & Shipping Fees - The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- Web-Orders - For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
- Made-to-Order or Personalized - These items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

• Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal please Sign Here: _____ Date: _____

Sightlines Athletic Facilities LLC

1902 Brooke Stone Ct.
 Crestwood, KY 40014
 (800) 609-1545
 jeff@bleacherexperts.com
 www.bleacherexperts.com



Proposal

ADDRESS

Katelin Cooke Harmon
 Lenoir Parks and Recreation Dept.
 720 Mulberry St. SW
 Lenoir, NC 28645
 (828) 757-2187

SHIP TO

Katelin Cooke Harmon
 Lenoir Parks and Recreation Dept.
 720 Mulberry St. SW
 Lenoir, NC 28645
 (828) 757-2187

PROPOSAL # 2022-1859**DATE** 11/28/2022**EXPIRATION DATE** 12/12/2022**SHIP VIA**

Best Way

SALES REP

Jeff Giffen

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
DLW 5-33	All Aluminum Non-Elevated Welded Angle Frame Bleacher, 5 rows high x 33' long. - Non-elevated; first seat 17" above grade. - 8" rise x 24" tread depth - 2x10 anodized aluminum seats - Double 2x10 mill finish footboards all rows - 1x6 mill finish riser rows 2-4; 2x10 mill finish riser last row only - Located within the unit is a vertical aisle with center handrail and contrasting nose markers. - Guardrail system on back and sides to row 3 with clf. - There are no provisions for handicap accessibility. - Net seating capacity of 94 @ 18" per seat.	2	9,446.00	18,892.00T
LTL Shipping	Freight cost via LTL Freight	1	1,250.00	1,250.00
Disclaimer	Unless otherwise noted, this proposal does not include site preparation, concrete pad under bleacher system, demolition of existing bleacher, installation, permits, fees, bonds, ADA compliance, engineered drawings, anchoring or taxes. Designed to meet SAF's interpretation of current IBC Codes, local codes may be different.	1	0.00	0.00

Please be sure to pay your invoice on time.

Overdue invoices will have a grace period of 30 days before a 5% fee will be applied to your remaining balance.

SUBTOTAL

20,142.00

TAX (0.0675)

1,275.21

TOTAL**\$21,417.21**

Accepted By

Accepted Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Quote #
WQ 334538**

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.



627 Amersale Drive
Naperville, IL. 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

**QUOTE #
WQ 334538**

Expires 12/2/2022

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
BD-0533C	Bleacher, 5 Row x 33'-0"L, (10" Nominal Seat Planks, 10" Nominal Tread Planks, 17" Front Row Seat Height, 8" Rise, 24" Tread), Aluminum Frame, Double Footboards, Chain Link Guardrail, Aisle	1,653	2	\$10,376.00	\$20,752.00
Subtotal		3,306		Subtotal	\$20,752.00
				☒ 6.7500% Tax	\$1,526.95
				Shipping	\$1,869.41
				Grand Total	\$24,148.36

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:

Ship To:

First/Last Name Katelin Cook

Company City of Lenoir- Parks and Recreation

Ship To City of Lenoir- Parks and Recreation

Address 1 720 Mulberry St Sw

Address 1 720 Mulberry St Sw

Address 2

Address 2

City Lenoir

City Lenoir

State NC

State NC

Zip Code 28645

Zip Code 28645

Country USA

Country USA

Phone 828-757-2187

Phone 828-757-2187

Fax

Contact Katelin Cook

Email kcooke@ci.lenoir.nc.us

Email kcooke@ci.lenoir.nc.us

Additional Delivery Services

☒ Phone Call 24 Hours Prior to Delivery

☒ Delivery to Residential or Non-Commercial Truck Route Addresses

☐ Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)

Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.

Does Not apply to UPS shipments

Special Instructions

et-email

CITY OF LENOIR**COUNCIL ACTION FORM: December 6, 2022****I. Agenda Item:**

Resolution accepting the Caldwell County Animal Care Enforcement Ordinance, as amended, and authorizing Caldwell County to enforce the same with the corporate limits of the City of Lenoir.

II. Background Information:

On October 10, 2022, the Caldwell County Board of Commissioners adopted an ordinance amending the Animal Care Enforcement (ACE) ordinance for the county. Included in the amendments, which mostly addressed definitions and criminal and civil penalties for violation, were changes to Sec. 90.05 of the ordinance as follows:

Section 90.05 of the Code of Caldwell County, North Carolina is amended to read as follows:

Animal Care Enforcement officers shall have no authority to enforce this chapter within the boundaries of any municipality unless the governing body of that municipality adopts a resolution stating that the county is empowered to enforce the provisions of this chapter within that municipality, and repeals any inconsistent ordinance.

The attached resolution fulfills this requirement.

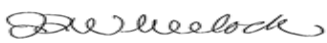
III. Staff Recommendation:

Adoption of the resolution.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director:  _____



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
F. KENT GREER
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
D. F. STEVENS
C. D. THOMAS

A RESOLUTION OF THE CITY COUNCIL OF LENOIR, NORTH CAROLINA ACCEPTING THE CALDWELL COUNTY ANIMAL CARE ENFORCEMENT ORDINANCE, AS MAY BE AMENDED FROM TIME TO TIME, AND AUTHORIZING CALDWELL COUNTY TO ENFORCE THE SAME WITHIN THE CORPORATE LIMITS OF THE CITY OF LENOIR.

WHEREAS, the Caldwell County Board of Commissioners amended the County's Animal Care Enforcement (ACE) ordinance on October 10, 2022 to comply with new regulations set in place by the State of North Carolina; and

WHEREAS, the ACE Ordinance states that each municipality within Caldwell County must grant the Caldwell County ACE Division power to enforce the provisions of its ordinance within the limits of the municipality; and

WHEREAS, Caldwell County currently exercises Animal Care Enforcement power within the city limits of Lenoir, which is desirable to continue; and

WHEREAS, the ACE ordinance also states that any ordinance that is inconsistent with the amended Animal Care Enforcement Ordinance shall be repealed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LENOIR, NORTH CAROLINA, THAT the Caldwell County Animal Care Enforcement Ordinance as amended on October 10, 2022 is in full force and effect within the corporate limits of the City of Lenoir and is not inconsistent with any local ordinance; and

BE IT FUTHER RESOLVED THAT, the City of Lenoir grants permission for the Caldwell County Animal Care Enforcement Division to operate and enforce the provisions of the amended Animal Care Enforcement Ordinance within the corporate limits of the City of Lenoir.

Adopted this 6th Day of December 2022.

**JOSEPH L. GIBBONS
MAYOR**

ATTEST:

**SHIRLEY M. CANNON
CITY CLERK**

APPROVED AS TO FORM:

**TIMOTHY J. ROHR
CITY ATTORNEY**

CHAPTER 90: ANIMALS

Section

General Provisions

- 90.01 Definitions
- 90.02 Establishment and composition of the Office of Animal Control
- 90.03 General duties of the Office of Animal Control
- 90.04 Establishment of a Dangerous Dog Appeal Board
- 90.05 Enforcement of municipalities; restricted
- 90.06 Deceased animals

Prohibited Activities

- 90.15 Animal cruelty
- 90.16 Female in estrus (heat)
- 90.17 Keeping of inherently dangerous mammals
- 90.18 Confinement and procedure of potentially dangerous dogs
- 90.19 Confinement requirements; confiscation of dangerous dogs
- 90.20 Required notification to Animal Control by owners of dangerous dogs
- 90.21 Transfer of ownership or relocation of dangerous dogs
- 90.22 Law enforcement dogs excluded
- 90.23 Dogs used for sentry or guard duty
- 90.24 Interference with enforcement
- 90.25 Animals creating a nuisance
- 90.26 Exclusion for hunting dogs
- 90.27 Nuisances prohibited
- 90.28 Procedure for complaint

Rabies Control

- 90.35 Compliance with and supplementary to state law
- 90.36 Inoculation of dogs, cats and other pets
- 90.37 Inoculation tag
- 90.38 Report and confinement of animals biting persons or showing symptoms of rabies
- 90.39 Destruction of animal exposed to rabid animal
- 90.40 Area-wide emergency quarantine
- 90.41 Postmortem diagnosis
- 90.42 Unlawful killing, releasing and the like of certain animals
- 90.43 Failure to surrender animal for quarantine or destruction

Impoundment

- 90.55 Generally
- 90.56 Trapping
- 90.57 Notice to owner
- 90.58 Redemption by owner generally
- 90.59 Destruction or adoption of unredeemed animals generally

- 90.60 Procedure with respect to redemption or adoption of unvaccinated dog or cat
- 90.61 Suspected rabid animals not to be redeemed or adopted
- 90.62 Destruction of wounded or diseased animals

90.99 Penalty

GENERAL PROVISIONS

§ 90.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADEQUATE ENVIRONMENT. The provisions of a safe and sanitary environment for an animal, free of debris, hazards, waste, and filth.

ADEQUATE FOOD. Provisions at suitable intervals, not to exceed 24hrs, of a sufficient quantity of wholesome foodstuff suitable for the species and age to maintain a reasonable level of nutrition for the animal.

ADEQUATE SHELTER. Any suitable weatherproof structure intended to be inhabited by an animal, built in such a way as to have 4 sides, 1 side having ample opening to allow for an entrance for the animal. The structure will have a top and bottom being large enough for the animal to turn around while inside.

ADEQUATE WATER. Constant access to a supply of clean, fresh, unfrozen, and potable water is provided in a sanitary manner.

ANIMAL SERVICE OFFICER. Animal Service Officers constitute Animal Control Officers as defined by N.C.G.S. 67-30.

ANIMAL SHELTER. Any premises designated by the county for the purpose of impounding and caring for all animals found running at large or otherwise subject to impounding in accordance with the provisions of this chapter.

ATTACK. An approach to a person by an unrestrained animal in a vicious, terrorizing or threatening manner or apparent attitude of attack, without the animal having been teased, molested, provoked, beaten, tortured or otherwise harmed.

ATTACK TRAINING FACILITY. Any person, group of persons, partnership or corporation engaged in boarding, breeding, selling or training dogs or other animals in mode of an attack.

BREEDER. Any person or establishment that breeds animals for the purpose of resale to the general public or dealers.

CAT. A domestic feline of either sex, including stray.

COLD WEATHER SHELTER- A shelter where the temperature is below 32 degrees Fahrenheit will provide a secondary source of heat including but not limited to cedar shavings or straw.

DANGEROUS ANIMAL. Any animal that has demonstrated a fierce or dangerous propensity or tendency to do any act that may endanger persons or property; and/or any nondomesticated animal indigenous to the state, including hybrid animals that are part wild.

- (1) This would include, but not be limited to, any dog that either assaults, bites, attacks or inflicts serious injury on a human being without provocation on public or private property, and/or that has killed or injured a pet or domestic animal without provocation.
 - (2) Exceptions: No dog is DANGEROUS pursuant to this definition:
 - (a) If, at the time the threat, injury or damage was sustained, the person attacked was teasing, tormenting, abusing or assaulting the dog; or has in the past teased, tormented, abused or assaulted the dog; or was committing or attempting to commit a crime; or
 - (b) If it has attacked or injured a pet or domesticated animal in defense of an attack by another animal, or if it is protecting or defending its young.
- DEALER. Any person who is licensed by the U.S. Department of Agriculture as a DEALER.
- DOG. A domestic canine of either sex, including stray.
- DOMESTIC ANIMAL. Any of various animals as dogs, cats, horses, sheep, cattle, goats, hogs, poultry and the like, domesticated by man so as to live and breed in a tame condition.
- EXHIBITOR. Any person who is licensed by the U.S. Department of Agriculture as an EXHIBITOR.
- EXPOSED TO RABIES. Any person or animal that has bitten, been bitten by, or otherwise come into contact with the bodily fluids of any animal known or suspected to have been infected with rabies.
- HOT WEATHER SHELTER- A shelter that shall be located in a shaded area provided for the animal when the temperature exceeds 80 degrees Fahrenheit.
- INHERENTLY DANGEROUS MAMMAL. Any live member of the Canidae, Felidae or Ursidae families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans and which include:
- (1) Canidae, including any member of the dog (canid) family not customarily domesticated by humans, or any hybrids thereof, including wolf hybrids that are a cross between a wolf and a domestic dog, but not including domestic dogs (*Canis familiaris*);
 - (2) Felidae, including any member of the cat family weighing over 15 pounds not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (*Felis catus*); and
 - (3) Ursidae, including any member of the bear family, or any hybrids thereof.
- KENNEL. Any person, group of persons, partnership or corporation engaged in boarding animals.
- NEUTERED. Any male animal that has been operated upon to prevent reproduction.
- NUISANCE. The acts or actions by a cat or dog shall be considered a NUISANCE if any of the following occurs:
- (1) Turns over garbage containers or removes garbage from them;
 - (2) Damages gardens, foliage or other real or personal property;
 - (3) Defecates or urinates on property other than the owners;

- (4) Is maintained in an unsanitary condition that results in offensive odors or is dangerous to public health;
- (5) Chases, harasses or otherwise molests other animals, pedestrians, bicyclists or vehicles.

OWNER. Any person, group of persons, firm, partnership or corporation owning, keeping, having custody or control over, sheltering, feeding, harboring, or allowing an animal to remain on or about their property for more than 14 consecutive days. In the event that the OWNER of an animal is a minor, for purposes of this chapter, the parent or guardian of such minor shall be considered the OWNER of that animal. The OWNER of an animal is responsible for the care, actions and behavior of his or her animals.

PET. A domesticated animal kept for pleasure rather than utility.

RESTRAINT. That portion of land owned or occupied by an owner, not including any portion of such land that is accessible to the public as a right-of-way.

RESTRAINT. An animal is under RESTRAINT within the meaning of this chapter if it is:

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

SECURE ENCLOSURE. A fence or structure with 4 sides of adequate height, made from metal or chain link fencing or equivalent fencing material, forming or causing a humane secure enclosure. The door or gate shall have a latch capable of being securely locked to prevent the animal from escaping or the entry of young children. The secure enclosure shall have a securely fitting top made from metal or any chain link fencing or equivalent fencing to prevent the dog from climbing out, and a floor made of concrete, concrete pavers or equivalent to prevent the dog from digging out of the secure enclosure. For purposes of this definition, a home, mobile home or separate garage does not qualify.

SPAYED. Any female animal that has been operated upon to prevent reproduction.

STRAY. Any dog or cat that appears STRAY, homeless or unwanted, and any dog or cat that is not displaying a valid rabies tag.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009; Am. Ord. passed 4-7-2014)

§ 90.02 ESTABLISHMENT AND COMPOSITION OF THE OFFICE OF ANIMAL CONTROL.

- (A) There is hereby created the Office of Animal Care Enforcement within the County, which shall be composed of such employees and/or officials as shall be determined by the Board of Health and Board of Commissioners.
- (B) Employees or agents enforcing this chapter shall be designated as animal enforcement officers. In the performance of their duties, animal enforcement officers shall have all the powers, authority and immunity granted under this

chapter and by the general laws of this state to enforce the provisions of this chapter, and the General Statutes of North Carolina as they are related to the care, treatment, control or impounding of animals.

- (C) Except as may be otherwise provided by statutes, local laws or ordinances, no officer, agent or employee of the county charged with the duty of enforcing the provisions of this chapter or other applicable laws shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of those duties, unless he or she acts with actual malice.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.03 GENERAL DUTIES OF THE OFFICE OF ANIMAL CARE ENFORCEMENT

- (A) The Office of Animal Care Enforcement shall be charged with the responsibility of:
- (1) Enforcing in this county all state laws, rules and regulations and all county ordinances relating to the care, custody and control of domesticated dogs and cats;
 - (2) Assisting in the enforcement of the laws of the state with regard to animals, and especially with regard to vaccination of animals against rabies, and the confinement or controlling of dangerous animals and dangerous dogs;
 - (3) Investigating cruelty or abuse with regard to all animals;
 - (4) Making canvasses of the county, including the homes in the county, as it deems necessary for the purpose of ascertaining that all animals are vaccinated against rabies as required by local ordinance or state statute; and
 - (5) Operating, pursuant to policies of the Board of County Commissioners, and the county animal shelter.
- (B) It shall be the duty of the Office of Animal Care Enforcement Staff to keep, or cause to be kept, accurate and detailed records of:
- (1) Impoundment and disposition of all animals coming into the animal shelter;
 - (2) Bite cases, violations and complaints, and investigation of same;
 - (3) All funds belonging to the county which were derived from the operation of the animal control program;
 - (4) All rabies vaccinations given in the county by veterinarians, Animal Care Enforcement staff and any certified rabies vaccinator appointed by the local Health Director; and
 - (5) All other records deemed necessary.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009; Am. Ord. passed 4-7-2014)

§ 90.04 ESTABLISHMENT OF A DANGEROUS DOG APPEAL BOARD.

There is hereby created a Dangerous Dog Appeal Board to serve as the official appellate body that hears all dangerous dog appeals (per G.S. § 67-4.1). The Appeal Board will

convene at the direction of the Caldwell Animal Care Enforcement Director or his/her designee. The Appeal Board is to be composed of 5 members and 1 alternate appointed by the Caldwell County Board of Health and shall serve 3-year staggered terms. The Appeal Board shall be composed of members of the general public. The following will be considered when being appointed to the Dangerous Dog Board:

- (A) a person that is familiar with animals and works with them on a regular basis;
- (B) a person who is active in animal welfare issues;
- (C) a law enforcement officer and;
- (D) two citizens at large.

All members of the board shall be citizens of Caldwell County.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009; Am. Ord. passed 7-16-2012; Am. Ord. passed 4-7-2014)

Statutory reference:

Dangerous dogs, see G.S. § 67-4.1

§ 90.05 ENFORCEMENT IN MUNICIPALITIES; RESTRICTED.

Animal Care Enforcement officers shall have no authority to enforce this chapter within the boundaries of any municipality unless the governing body of that municipality adopts a resolution stating that the county is empowered to enforce the provisions of this chapter within that municipality, and repeals any inconsistent ordinance.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.06 DECEASED ANIMALS.

(A) It shall be the duty of the owner or person in charge of any animals that die from any cause, and the owner, lessee or person in charge of any land upon which any animals die, to bury the dead animals to a depth of at least 3 feet beneath the surface of the ground within 24 hours after the death of the animals is known, or to otherwise dispose of the animals in a manner approved by the state veterinarian.

(B) It shall be unlawful for any person to remove the carcasses of dead animals from his or her premises to the premises of any other person, without the written permission of the person having charge of the premises and without burying the carcasses as provided in this section.

(C) The Animal Care Enforcement Officers ~~does~~ do not pick up any deceased animal from properties or roadways.

(D) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

PROHIBITED ACTIVITIES

§ 90.15 ANIMAL CRUELTY.

- (A) Prohibition. It shall be unlawful for any person to molest, tease, torture, torment, deprive of necessary sustenance, cruelly beat, mutilate, wound, injure, poison, abandon, kill or subject to conditions detrimental to the health or general welfare of any animal, or to cause or procure that action. The words TORTURE and TORMENT shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted. However, this section shall not apply to the following activities:
 - (1) The lawful taking of animals under the jurisdiction and regulations of the North Carolina Wildlife Resources Commission;
 - (2) Lawful activities conducted for purposes of biomedical research or training or for purposes of production of livestock, poultry or aquatic species;
 - (3) Activities conducted for lawful veterinary purposes; and
 - (4) The lawful destruction of any animal by its owner, veterinarian, Health Director Animal Care Enforcement Officer, for the purposes of protecting the public, other animals, property or the public health.
- (B) General care; prohibited acts. All animals shall be kept and treated in an adequate environment and it shall be unlawful for any person to engage in 1 or more of the following acts:
 - (1) Failure to provide adequate food, adequate water and cold and hot weather shelter:
 - (a) All animals, unless otherwise indicated in this chapter, shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome foodstuff in proper containers suitable for the age and species of the animal, and sufficient to maintain a healthful level of nutrition;
 - (b) All animals shall have access to a constant supply of clean, fresh water; and
 - (c) All animals shall be provided with adequate shelter from the weather at all times. Examples of inadequate shelter include, but are not limited to, the following:
 - 1. Underneath outside steps, decks and stoops;
 - 2. Underneath houses;
 - 3. Inside or underneath motor vehicles;
 - 4. Inside metal barrels;
 - 5. Inside cardboard boxes;
 - 6. Inside temporary animal carriers or crates;
 - 7. Shelters located in flood-prone areas; and
 - 8. Shelters surrounded by debris, obstructions or impediments that may endanger an animal.

- (2) Failure by any owner to keep his or her animal or animals in good health and comfort, and veterinary care when needed to prevent suffering and humane care and treatment;
- (3) Animal cruelty. Examples of cruel treatment include, but are not limited to, the following:
 - (a) Allowing a collar, rope or chain to become embedded in or cause injury to an animal's neck;
 - (b) Allowing a choke or pinch collar to be used as a primary collar when the animal is left unsupervised;
 - (c) Allowing a dog or cat to be tethered or contained in such a way as to prevent it from having adequate shelter at all times;
 - (d) Intentionally allowing animals to engage in a fight;
 - (e) Allowing animals to live in crowded or unsanitary conditions; and
 - (f) Failure or refusal to obtain medical treatment for an animal when that treatment is obvious.
- (4) Chaining or tethering an animal to a stationary object for a period of time or under conditions that are harmful or potentially harmful to the animal. Examples of improper chaining or tethering include, but are not limited to, the following:
 - (a) Using a length or weight of a chain or tether that is not appropriate for the size, weight and age of the animal;
 - (b) Using a chain or tether made of rope, twine, cord or similar material;
 - (c) Using a chain or tether that is less than 12 feet in length and/or does not have swivels on 1 end. All chains or tethers must be attached to the animal by means of a properly fitting harness or collar;
 - (d) Allowing an animal to be chained or tethered such that the animal is not confined to the owner's property, or such that the chain or tether can become entangled and prevent the animal from moving about freely, lying down comfortably or having access to adequate food, water and shelter; and
 - (e) Using a chain as a primary collar. All collars used for the purpose of chaining or tethering animal must be made of nylon or leather.
- (5) Selling or offering for sale, bartering or giving away within the county baby chicks, ducklings or other fowl under 6 weeks of age, or rabbits under 8 weeks of age, as pets, toys, premiums or novelties; provided, however, that this section shall not be construed to prohibit the sale or display of baby chicks, ducklings or other fowl or rabbits in proper facilities by breeders or stores engaged in the business of selling for purposes other than for pets or novelties; and
- (6) Coloring, dyeing, staining or otherwise changing the natural color of baby chickens or other fowl or rabbits.
- (7) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.16 FEMALE IN ESTRUS (HEAT).

It shall be unlawful for any owner or keeper of a female dog in estrus (heat) not to confine the dog in a secured enclosure.

Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.17 KEEPING OF INHERENTLY DANGEROUS MAMMALS

- (A) Prohibition. It shall be unlawful for any person to keep an inherently dangerous mammal within the county.
- (B) Exemption. Traveling fairs, circuses and carnivals shall be exempt from this section.
- (C) Recapturing.
 - (1) The owner of any inherently dangerous mammal shall reimburse the county for all costs incurred while attempting to recapture any escaped, inherently dangerous mammal.
 - (2) If the animal is sheltered or euthanized by Animal Care Enforcement, the owner shall also pay these costs.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.18 CONFINEMENT AND PROCEDURE OF POTENTIALLY DANGEROUS DOGS.

- (A) The owner of a dog that has been deemed potentially dangerous by the Office of Animal Care Enforcement will be notified in writing, giving the reasons for the determination.
 - (1) The owner shall immediately confine the dog in a humane secure enclosure.
 - (2) If no humane secure enclosure is available at the owner's residence, the dog shall be confined at the animal control shelter or a boarding facility at the owner's expense.
- (B) The owner may appeal the determination by filing written objections with the Dangerous Dog Appeal Board within 3 days.

- (1) The Appeal Board shall schedule a hearing within 10 days of the filing of the objections. After the appellate hearing, the Board will determine, based on the testimony and evidence, if the dog should be considered dangerous or overturn the declaration.
- (2) The owner of the dog and the complainants will be notified by mail the outcome of the hearing.
- (3) If the dog is found by the Board to be considered a dangerous dog, the owner of the dog is required to keep the dog in accordance with all state and local laws pertaining to dangerous dogs.
- (C) If the owner of a dog that has been deemed potentially dangerous does not file an appeal with the Dangerous Dog Appeal Board within 3 days of the notice, the dog shall be considered a dangerous dog.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

Statutory reference:

Potentially dangerous dogs; definition and procedures, see G.S. 67-4.1 through 67-4.4

§ 90.19 CONFINEMENT REQUIREMENTS; CONFISCATION OF DANGEROUS DOGS.

- (A) The owner of a dog that has been deemed dangerous by the Office of Animal Care Enforcement or the Dangerous Dog Appeal Board will be notified in writing, giving the reasons for the determination. The owner shall immediately and at all times confine the dog in a humane secure enclosure. If no secure enclosure is available at the owner's residence, the dog shall be confined at the Animal Care Enforcement shelter or a boarding facility, at the owner's expense, until a humane secure enclosure is constructed on the owner's property. The enclosure must meet the approval of the Animal Care Enforcement Director, who has the authority to mandate additional confinement requirements at his or her discretion. If no adequate humane secure enclosure is constructed upon the owner's property after the expiration of 30 days of notice of declaration, the dog shall be euthanized.
- (B) The owner shall conspicuously and securely display a uniform dangerous dog warning sign on the secure enclosure. Additional uniform dangerous dog warning signs shall be conspicuously and securely posted at all points of entrance to the residence, and must be visible and legible from the public highway or street. Uniform dangerous dog warning signs must be purchased from the Animal Care Enforcement Department at the owner's expense.
- (C) The owner of a dog that has been deemed dangerous shall have the dog spayed/neutered at the owner's expense, and provide proof of the spay/neuter to the Animal Care Enforcement Department within 30 days of the date of written notification.
- (D) The owner of a dog that has been deemed dangerous shall have the dog micro-chipped at the owner's expense, and register the micro-chip number with the

Animal Care Enforcement Department within 2 business days of the date of written notification.

- (E) A dog that has been deemed dangerous either by Animal Care Enforcement or by the Dangerous Dog Appeal Board shall at all times be kept in a humane secure enclosure. The owner shall post a plainly visible sign upon the secure enclosure warning that a dangerous dog is on the premises. The humane secure enclosure shall be locked at all times to prevent the escape of the dog or the entry of young children. The dog may be removed from the secure enclosure for exercise or veterinary care so long as it is under the control of its owner by the use of a securely attached leash and muzzle.
- (F) An Animal Care Enforcement officer is empowered to confiscate a dog and harbor it at the owner's expense if the dog is found in violation of state and/or local laws pertaining to dangerous dogs. If any dangerous dog is confiscated under this provision, the owner of the dangerous dog shall be given written notice at the time of confiscation that the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.
- (G) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.20 REQUIRED NOTIFICATION TO ANIMAL CARE ENFORCEMENT BY OWNERS OF DANGEROUS DOGS.

The owner of a dangerous dog shall inform the Office of Animal Care Enforcement, as soon as practicable, but not later than 24 hours after the occurrence of any of the following:

- (A) An assault, attack or biting upon any human being committed by a dangerous dog;
- (B) An assault, attack or biting upon any domesticated animal or pet by a dangerous dog;
- (C) The destruction of or damage to property of another by a dangerous dog; or
- (D) The roaming or escape of any animal required to be restrained or confined to a secure enclosure.
- (E) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.21 TRANSFER OF OWNERSHIP OR RELOCATION OF DANGEROUS DOGS.

- (A) If the owner of a dangerous dog wishes to transfer ownership or possession of the dog to another person, the owner shall provide written notice to the authority that made the determination under this chapter, stating the name and address of the new owner or possessor of the dog before the ownership of the dog is transferred.
- (B) If the owner of a dangerous dog plans to relocate and/or change address, the owner shall provide written notice to the authority that made the determination under this chapter, stating the new address and or date of relocation prior to this occurrence.
- (C) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 10-5-2009)

§ 90.22 LAW ENFORCEMENT DOGS EXCLUDED.

Any dog used by a law enforcement agency in the investigation of crimes, or as otherwise necessary in the enforcement of the law, is excluded from requirements of this chapter, with the exception that they are regulated by the provisions of §§ 90.15 and 90.36.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.23 DOGS USED FOR SENTRY OR GUARD DUTY.

A sign warning that there is a guard or sentry dog on the premises shall be displayed. The owner shall post a plainly visible sign upon the secure enclosure, warning that a dangerous dog or animal is on the premises. Any person owning, maintaining or harboring a dog for sentry or guard purposes must register the dog with the Office of Animal Care Enforcement.

Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.24 INTERFERENCE WITH ENFORCEMENT.

It shall be unlawful for any person to interfere with, hinder or molest the Animal Care Enforcement Office agents, officers or veterinarians in the performance of any duty authorized by this chapter, or to seek to release any animal in the custody of those agents.

Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.25 ANIMALS CREATING A NUISANCE.

- (A) Pursuant to G.S. § 153A-121, a county may by ordinance define, regulate, prohibit or abate acts, omissions or conditions detrimental to the health, safety or welfare of its citizens, and the peace and dignity of the county; and may define and abate nuisances.
- (B) Nothing in this chapter shall prevent a private citizen from bringing an action to abate a nuisance, or from bringing an action for damage, loss or injury to the private citizen or his or her property resulting from an animal being a public nuisance.
- (C) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.26 EXCLUSION FOR HUNTING DOGS.

This chapter shall not be interpreted as restricting persons owning specially trained hunting/working dogs from actually using their dogs for hunting/working in the presence of the owner or an agent of the owner, and are actually lawfully being used for hunting or training in compliance with applicable statutes, regulations or ordinances of the state and the county.

(Ord. passed 10-5-2009)

§ 90.27 NUISANCES PROHIBITED.

It shall be unlawful for any owner to permit a dog or cat to create a nuisance as defined by this chapter.

- (A) Nuisance acts. It shall be unlawful for an owner to permit an animal or animals to create a public nuisance, or to maintain a public nuisance created by an animal or animals. Nuisance means any act of an animal that disturbs rights and privileges common to the public or enjoyment of private property. The commission of a nuisance act on more than one occasion shall be evidence of a nuisance. A nuisance act includes but is not limited to:
- (1) Continuously or frequently roams or is found on the property of another person;
 - (2) Turns over garbage containers or removes garbage from a container;
 - (3) Damages gardens, foliage or other real personal property of another person;
 - (4) Eliminates on private property without the permission of the property owner;
 - (5) Walks on or sleeps on automobiles of another person;
 - (6) Is maintained in an unsanitary condition so as to be offensive to sight or smell;
 - (7) Is not confined to a building or secure enclosure while in estrus;
 - (8) Is diseased or dangerous to the health of the public;
 - (9) Chases, snaps at, attacks, or otherwise molests pedestrians, cyclists, motor vehicle passengers, farm stock, or domestic animals;
 - (10) Is housed or restrained less than five feet from a public street, road or sidewalk.
 - (11) Habitually loiters on school grounds or county recreation property.
- (B) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 10-5-2009)

§ 90.28 PROCEDURE FOR COMPLAINT.

Any citizen who personally witnesses a violation of this chapter may file a complaint in the following manner:

Nuisance complaints. Any person wishing to file an animal nuisance complaint must fill out a nuisance/complaint form. Before initiating a civil or criminal proceeding pursuant to this chapter or any state statute, the Animal Services Director or his or her designee shall have the option of requesting the complaining party to sign a sworn statement of the alleged offense and to require the cooperation of the complaining party in court appearances arising from the complaint.

(Ord. passed 10-5-2009)

RABIES CONTROL

§ 90.35 COMPLIANCE WITH AND SUPPLEMENTARY TO STATE LAW.

- (A) It shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.
- (B) It is the purpose of this subchapter to supplement 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.
- (C) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.36 INOCULATION OF DOGS, CATS AND OTHER PETS.

- (A) It shall be unlawful for an owner to fail to provide current inoculation against rabies for any dog or cat 4 months of age or older. Should it be ordered by the County Animal Care Enforcement, County Board of Health, the County Board of Commissioners or the State Public Health Veterinarian that other pets be inoculated in order to prevent a threatened epidemic, or to control an existing epidemic, it shall be unlawful for an owner to fail to provide current inoculation against rabies for that pet.
- (B) A rabies inoculation shall be deemed "current" for a dog or cat if 2 inoculations have been given 1 year apart, and booster doses of rabies vaccine administered every 3 years.
- (C) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.37 INOCULATION TAG.

- (A) Upon complying with the provision of § 90.36, there shall be issued by the inoculator, to the owner of the animal inoculated, a metallic tag, stamped with the number and the year for which issued, and indicating that the animal has been inoculated against rabies.
- (B) It shall be unlawful for any dog or cat owner to fail to provide the dog or cat with a collar or harness to which a current tag issued under this section is securely attached. The collar or harness, with attached tag, must be worn at all times.

- (C) It shall be unlawful for any person to use for any animal a rabies inoculation tag issued for another animal.
- (D) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.38 REPORT AND CONFINEMENT OF ANIMALS BITING PERSONS OR SHOWING SYMPTOMS OF RABIES.

- (A) Every dog or cat that has bitten any person or that shows symptoms of rabies shall be confined immediately and shall be promptly reported to the Animal Care Enforcement Office, and thereupon shall be securely quarantined at the direction of the Animal Care Enforcement Office for a period of 10 days, and shall not be released from the quarantine except by written permission from the Animal Care Enforcement Office.
- (B) Dogs and cats quarantined under this section shall be confined in a veterinary hospital, boarding kennel approved by the Office of Animal Care Enforcement, or county animal shelter, at the expense of the owner; provided, however, that if an Animal Care Enforcement officer determines that the owner of an animal that must be quarantined has adequate confinement facilities upon his or her own premises, the animal control officer shall authorize the animal to be confined on the premises. The Animal Care Enforcement officer determines may not authorize the animal to be confined on the owner's premises unless the owner has a fenced-in area in his or her yard, and the fenced-in area has no entrances or exits that are not locked, and the animal is currently vaccinated against rabies. Proof will be required at the time of investigation. If the animal is confined on the owner's premises, the Animal Care Enforcement officer determines shall revisit the premises for inspection purposes, at approximately the middle of the confinement period, and again at the conclusion of the confinement period.
- (C) In the case of stray dogs or cats whose ownership is not known, the dogs or cats may be euthanized and the head examined for rabies, or kept for the supervised quarantine period required by this section at the county animal shelter.
- (D) If rabies does not develop within 10 days after a dog or cat is quarantined under this section, the dog or cat may be released from quarantine with the written permission of the Animal Care Enforcement Office. If the dog or cat has been confined in the county animal shelter, the owner shall pay any necessary veterinarian fees and a boarding fee set by and approved by the County Board of Commissioners. Any animal that has bitten a person, which has not been reclaimed within 24 hours from the end of the 10-day rabies observation quarantine period, shall be destroyed by the Animal Care Enforcement Office

- (E) In the case of any carnivore or bat, the animal may be euthanized and the head examined for rabies.
- (F) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.39 DESTRUCTION OF ANIMAL EXPOSED TO RABID ANIMAL.

Unvaccinated animals exposed by a known rabid animal shall be immediately destroyed. If the animal has a current rabies inoculation, it shall be revaccinated and returned to the owner.

Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.40 AREA-WIDE EMERGENCY QUARANTINE.

- (A) When reports indicate a positive diagnosis of rabies, the County Health Director may order an area-wide quarantine for such period as he or she deems necessary. Upon invoking of such emergency quarantine, no dog, cat or other carnivore shall be taken into the streets or permitted to be in the streets during such period. During such quarantine, no dog or cat or other carnivore may be taken or shipped from the county without written permission of the Office of Animal Care Enforcement. During the quarantine period, the local health authorities shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the county.
- (B) In the event there are additional positive cases of rabies occurring during the period of quarantine, the period of quarantine may be extended at the discretion of the County Health Director.
- (C) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.41 POSTMORTEM DIAGNOSIS.

- (A) If an animal dies while under observation for rabies, the head of the animal shall be submitted to the County Health Department for shipment to the State Laboratory of Public Health for rabies diagnosis.
- (B) The carcass of any animal suspected of dying of rabies shall be surrendered to the County Animal Care Enforcement Office. The head of the animal shall be submitted to the County Health Department for shipment to the State Laboratory of Public Health for rabies diagnosis.
- (C) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.42 UNLAWFUL KILLING, RELEASING AND THE LIKE OF CERTAIN ANIMALS.

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies or any animal that has bitten a human, or to remove the animal from the county without written permission from the Animal Care Enforcement Office.

Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.43 FAILURE TO SURRENDER ANIMAL FOR QUARANTINE OR DESTRUCTION.

It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required in this subchapter, when demand is made therefor by the Animal Control Office.

Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

IMPOUNDMENT

§ 90.55 GENERALLY.

Any animal that appears to be lost, stray or unwanted, or that is found to be not wearing a valid rabies vaccination tag, as required by state law and this chapter, and not under restraint in violation of this chapter, shall be impounded by the Animal Control Office by any means necessary and confined in an animal shelter in a humane manner. Impoundment of the animal shall not relieve the owner thereof from any penalty that may be imposed for violation of this chapter.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.56 TRAPPING.

The Animal Care Enforcement Department is authorized to place, upon request, live-capture animal traps on private property of the requestor or public property, to trap and remove stray, at-large, unwanted or nuisance animals. It is unlawful for any person other than an Animal ~~control~~ Care Enforcement Officer or his or her designee to remove any animal from the trap, or to damage, destroy, move or tamper with the trap.

Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 10-5-2009)

§ 90.57 NOTICE TO OWNER.

Immediately upon impounding an animal, the Animal Care Enforcement Office shall make reasonable effort to notify the owner and inform the owner of the conditions. If the owner is unknown or cannot be located, Animal Care Enforcement shall hold the animal for 3 days (72 hours).

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.58 REDEMPTION BY OWNER GENERALLY.

- (A) The owner of an animal impounded under this subchapter may redeem the animal and regain possession thereof within 72 hours from the time notification of impoundment is given, as required by § 90.57, by complying with all applicable provisions of this chapter, and paying any necessary veterinary fees and a boarding fee set and approved by the County Board of Commissioners.
- (B) No animal owner may be permitted to adopt his or her own animal under the provisions of this section in order to reclaim an animal that has been impounded pursuant to state law or this subchapter.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.59 DESTRUCTION OR ADOPTION OF UNREDEEMED ANIMALS GENERALLY.

Disposition of animals in Animal Services custody will be as follows:

- (A) Stray animals will be held for a period of 96 hours to allow owners to reclaim the animals pursuant to N.C.G.S. § 19A-32.1, Minimum holding period for animals in animal shelters; public viewing of animals in animal shelters; disposition of animals.
 - (1) Cats deemed to be feral by the Animal Services Director or designee will be held for a period of 72 hours. For the purposes of this section, feral shall mean a cat that has escaped from a domestic or captive status and is living as a wild animal or a cat which was never domesticated.
- (B) Animals can be reclaimed by owners for fees in accordance with the fee schedule. The owner of an impounded animal shall be entitled to redeem such animal, except as provided in this chapter, upon the payment of all redemption fees as provided in § 92.99 below, and upon furnishing proof of ownership. Animals cannot be reclaimed without proof of a current rabies vaccine, or a rabies vaccine given by Animal Services Certified Rabies Vaccinators (CRVs).
 - (1) In addition to this, dogs will need to wear rabies vaccination tags upon reclaim pursuant to N.C.G.S. § 130A-190, Rabies vaccination tags.
- (C) If not reclaimed after 96 hours stray animals will be made available for the additional outcomes of: adoption, transfer to a rescue group, or euthanasia per N.C.G.S. § 19A-32.1.
- (D) Owner surrendered animals with proof of ownership will be made available for disposition by the Director of Animal Services or designee after a period of 24 hours.
- (E) Nothing in this section shall prevent an animal that is seriously ill or injured from being euthanized for humane reasons prior to end of stray hold per N.C.G.S. § 19A-32.1.
- (F) Emergency rabies quarantine. No animal that has been impounded by reason of its being a stray, unclaimed by its owner, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine invoked pursuant to § 90.40, except by special authorization of the County Health Director.
- (G) Adoption contract. Any person adopting a dog or cat from the animal shelter shall be required to sign an adoption contract with the animal shelter, the major provisions of which are outlined in this section. The purchase of euthanized animals from the

animal shelter by a duly licensed biological supply company or veterinary researcher shall not be deemed to be an adoption.

(H) Exceptions.

(1) The Animal Control Office has the right to refuse adoption of animals to:

- (a) Persons less than 18 years of age; or
- (b) Persons who have previously been cited for violations of this chapter.

(2) Maximum number of animals adopted to same household is 3 per calendar year.

(I) Any animals that exhibit fierce, dangerous or aggressive behavior will not be offered for adoption.

(J) Penalty. Violation of this section shall be punishable as a Class 3 misdemeanor and/or a \$25.00 civil penalty, and any person convicted of the violation shall be subject to punishment as provided in G.S. § 14-4. Each day a violation continues shall be deemed a separate offense, and said violation may also be enforced as set forth in § 10.99 herein.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.60 PROCEDURE WITH RESPECT TO REDEMPTION OR ADOPTION OF UNVACCINATED DOG OR CAT.

All animals 4 months of age or older that leave the animal shelter or any animal hospital or veterinary clinic shall be required to have a current rabies vaccination.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.61 SUSPECTED RABID ANIMALS NOT TO BE REDEEMED OR ADOPTED.

Notwithstanding any other provision of this subchapter, impounded animals that appear to be suffering from rabies shall not be redeemed or adopted, but shall be dealt with in accordance with §§ 90.35 et seq.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.62 DESTRUCTION OF WOUNDED OR DISEASED ANIMALS.

Notwithstanding any other provision of this subchapter, any animal impounded that is badly wounded or diseased (not a rabies suspect) shall be destroyed humanely, only after consultation by the Office of Animal Control with a veterinarian licensed to practice in the State of North Carolina. This consultation will include a physical review of the animal by a licensed veterinarian, and agreement by the veterinarian that the animal is suffering and should be euthanized. If the animal has identification, the Office of Animal Care

Enforcement shall attempt to notify the owner before consulting with a licensed veterinarian and euthanizing the animal.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

§ 90.99 PENALTY.

- (A) Fees shall be charged in accordance with the schedule of fees adopted by the Caldwell County Board of Commissioners, as may be amended from time to time. The Director of Caldwell County Animal Care Enforcement shall have the authority to waive fees required by this chapter for special circumstances that may arise. The purpose of this authority is to allow some flexibility within this chapter that normally would require Board of Commissioner approval if a situation arises where a fee would be inappropriate, or where the waiver of such fee would be in the best interest of the County of Caldwell.
- (B)
 - (1) Any person, fine or corporation violating any of the provisions of this chapter shall be subject to the imposition by citation of a civil penalty for each such violation in the amount of \$25, which shall be paid in full within 30 business days of the service of the citation by a representative of the County Animal Care Enforcement Office or any law enforcement officer, or both in accordance with G.S. § 153A-123. If the offender does not pay the penalty within 30 business days, the county may recover the penalty plus court costs and attorney fees in a civil action in the nature of debt.
 - (2) Each subsequent violation of any of the provisions of this chapter shall subject the violator to the imposition by citation of a civil penalty in the amount of \$100, which shall be paid in full within 30 business days of the service of the citation. If the offender does not pay the penalty within 30 business days, the county may recover said penalty plus court costs and attorney fees in a civil action in the nature of debt.
 - (3) Failure to make payment and correct the violation or violations within 30 business days will result in an additional penalty of \$25 per violation per day until the violation is corrected and the citation is paid. All funds derived from the civil penalties collected shall be used in the operation and maintenance of the county animal shelter.
- (C) If any dangerous animal or dangerous dog (as defined in G.S. § 67-4.1) shall, when unprovoked, attack, assault, wound, bite or otherwise injure or kill a human being, the owner shall pay a \$300 civil penalty and, after a 10-day waiting period, exclusive of Sundays and holidays, the dog shall be destroyed by the Office of Animal Care Enforcement.
- (D) If any dangerous animal or dangerous dog shall, when unprovoked, kill, wound, or worry or assist in killing or wounding any domestic animal or pet, the owner of the animal or dog shall pay a \$200 civil penalty, and the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.

- (E) If any dangerous animal or dangerous dog is found in violation of §§ 90.19, 90.20 and/or 90.21, the owner of the animal or dog shall pay a \$150 civil penalty, and the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.
- (F) Any person in possession of or keeping an inherently dangerous mammal within the county shall be in violation of this chapter, and shall be subject to the imposition by citation of a civil penalty for each such violation in the amount of \$300, which shall be paid in full within 72 hours of the service of the citation by a representative of the County Office of Animal Care Enforcement, or any law enforcement officer, or both in accordance with G.S. § 153A-123. If the offender does not pay the penalty within 30 business days, the county may recover the penalty plus court costs and attorney fees in a civil action in the nature of debt. Failure to make payment and correct the violation or violations within the 30 business days will result in an additional penalty of \$600 per violation per day until the violation is corrected. All funds derived from the civil penalties collected shall be used in the operation and maintenance of the county animal shelter.
- (G) Violation of this chapter may subject the violator to criminal as well as civil action. Violation of this chapter shall be a misdemeanor for which a criminal summons may be issued. Any person convicted of this violation shall be punishable as provided in G.S. § 14-4. Each day's violation of this section is a separate offense.
- (H) In addition, enforcement of this chapter may be by appropriate equitable remedy, injunction or order of abatement issued by a court of competent jurisdiction.

(Ord. passed 2-25-2006; Am. Ord. passed 10-5-2009)

Announcement of Board Appointments

Mayor Gibbons will announce the following Board Appointments for unexpired terms at the December 6 City Council Meeting.

Hunter Greer	Lenoir Housing Authority	Expires	June 2025
Tammy Greene	Lenoir Planning Board	Expires	June 2026

*These individuals will be presented to City Council at the December 20, 2022 meeting for Council's consideration of approval.