



# **Boiling Springs Town Council**

Regular Meeting Agenda  
September 06, 2022



## Town of Boiling Springs

PO Box 1014 | Boiling Springs, NC 28017  
Phone 704-434-2357 | Fax 704-434-2358  
www.BoilingSpringsNC.net

## TOWN COUNCIL

MEETING AGENDA  
September 06, 2022

### ROUTINE BUSINESS

1. **Call to Order**
2. **Adoption of Agenda**
3. **Public Comment**

*The Town Council desires all citizens have an opportunity to address the Council in an open and productive manner. Individuals not on the agenda but wishing to speak should register with the Clerk prior to the start of the meeting. During the Public Comment portion of the meeting speakers have three (3) minutes unless otherwise approved by the Council. Groups are urged to appoint a spokesperson. If you require additional time, we ask that you be placed on the agenda for the next regularly scheduled meeting of the Council. This policy allows the Council members adequate time to familiarize themselves with an issue.*

4. **Adoption of 8-2-2022 Council Minutes**

5. **Gardner-Webb University Update**

Nate Evans Vice President of External Affairs/Advancement will give an update on Gardner-Webb University

### REGULAR BUSINESS

1. **MAPS Group - Pay Study Presentation**

Cheryl Brown, Vice President of the Maps Group, will present the salary study

2. **Rezoning Request**

3984 Barclay Rd from B-1 to B-2

3. **School Resource Officer Contract Revision**

Requested updates from CCBOE

4. **Resolution Amending Speed Limit**

Moves the 25mph speed limit zone on N. Main St further north

5. **Updates to Floodplain Ordinance**

Suggested updates from NCDPS - Emergency Mgmt



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## TOWN COUNCIL

MEETING AGENDA

September 06, 2022

### 6. Bid for the Demolition and Removal at 1425 Patrick Ave

#### DISCUSSION ITEMS

[Livestock](#) Ordinance

[Animals](#) on Public Streets Ordinance

[Retail](#) Building Renderings

[2022](#) Christmas Parade

[Roadway](#) Improvements

[Council](#) Meeting Videos

[2021-2022](#) Financial Statements

#### REPORTS

1. Council / Manager Comments

Adjourn

**Town of Boiling Springs  
Council  
Regular Meeting Minutes  
August 02, 2022**

**ROUTINE BUSINESS**

Call to Order

Mayor Thomas Called the meeting to order at 6:30pm

**COUNCIL PRESENT**

Mayor Daniel Thomas  
Councilmember Caleb Edwards  
Councilmember Marty Thomas  
Mayor Pro-Tem Patrick Litton  
Councilmember Tommy Greene  
Councilmember Tonya Gantt

**Staff Present**

Town Manager Justin Longino  
Town Clerk Noah Saldo  
Finance Director Rhonda Allen  
Public Works Director Mike Gibert  
Police Chief Nathan Phillips

**Adoption of Agenda**

Motion to approve the agenda as presented with an amendment to move the Crest High School Athletics recognition before public comment.

Motion made by Councilmember Edwards, Seconded by Councilmember Thomas.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton, Councilmember Greene, Councilmember Gantt

**Crest High School Athletics Recognition**

Mayor Thomas read and presented the following proclamation to Crest high school principal Jeremy Shields in recognition of Crest High School Athletics accomplishments.



# Proclamation

## RECOGNIZING CREST HIGH SCHOOL ATHLETICS

**WHEREAS**, the Town of Boiling Springs and the Boiling Springs Town Council takes extreme pride in recognizing the academic accomplishments and athletic feats of all schools in Boiling Springs; and

**WHEREAS**, one of these schools, Crest High School tennis team made it to the NC state tournament; and,

**WHEREAS**, the Crest High School Tennis team placed fourth in the state tournament; and

**WHEREAS**, the Crest High School men's tennis, men's cross country, and the football and basketball cheerleaders all held the highest GPA of any team in the State; and

**WHEREAS**, the Town of Boiling Springs and the Boiling Springs Town Council recognizes the accomplishments of Crest High School Athletics; and

**WHEREAS**, these accomplishments bring statewide recognition and distinction to all of Boiling Springs and Cleveland County.

**NOW, THEREFORE**, the Boiling Springs Town Council hereby recognizes Crest High School Athletics, students and coaches for their accomplishments.

Proclaimed this the 2nd day of August 2022.

X

\_\_\_\_\_  
Daniel Thomas  
Mayor

Attest:

X

\_\_\_\_\_  
Noah Saldo  
Town Clerk

Public Comment

None at this time.

Adoption of Minutes from the July 12th Special Meeting

Motion to approve as presented.

Motion made by Councilmember Greene, Seconded by Councilmember Gantt.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt

Gardner-Webb University Update

Nate Evans Vice President of External Affairs/Advancement gave an update on upcoming events at Gardner-Webb.

YMCA Update

Barbara Fitch Operations Director at the Ruby C. Hunt YMCA gave the following report on activities at the YMCA.

Ruby C Hunt YMCA

Report for Boiling Springs Town Council

August 2nd, 2022

### **Town Resident Memberships**

Boiling Springs Town Resident Discount, 87 Units (Families) 224 Members

Boiling Springs Town Resident with other discounts, 212 Units (Families) This report was done in the spring of 2022. This does not reflect summer memberships.

Town Staff Discounts, 6 Units (Families) 20 Members

Total of 305 (Units-Families) town residents with memberships in the spring of 2022.  
(Does not reflect how many members are in the units)

### **Sports**

We have a new Sports Coordinator. His name is Jordan Fricault. Jordan is available to answer any of your questions relating to our sports programming.

rubysports@clevecoymca.org

704-669-3645

**Sports Programs**

Little League Baseball	148
Spring Soccer	111
<hr/>	
Summer Basketball	53
Summer Volleyball	26

**Registration is now open for Fall Sports which include:**

**Baseball, Soccer, Volleyball & Flag Football**

**Library**

Two weeks of Lego Camp, average of 15 participants.

Legos in the Library will start back in September. Children build prepared themed projects with Legos – hosted Thursdays at 430PM

Preschool Story Time starts back in September. It is every Tuesday at 10:00am. We read stories and offer crafts and games for the children.

The 2<sup>nd</sup> Tuesday of each month, the Cleveland County Library comes to Ruby and hosts Preschool Story Time.

We have computers and internet available to anyone in the community that may need it.

Potluck and Bingo will start back in September as well.

Night of Hope will start back in the fall: this program is led by Arvie and Bunny Bennett. Arvie is an award-winning song writer and musician, and Bunny is a social worker with Crest High School. Their passion is dealing with depression and mental illness, especially in young adults. Night of Hope is the 3<sup>rd</sup> Thursday of each month. It is a beautiful, inspiring, hope-filled night with music, testimonials from Crest students and a wonderful message from Bunny.

We have a church group that rents out the Library every Sunday morning for church service.

We hosted Green Bethel Baptist Church's Vacation Bible School this year. They met in the library then ended VBS with a Block Party at the pool.

The library is available to rent for parties, showers, or other events. Members and non-members pay the same rate.

### **Wellness**

During the summer months we had to adjust the hours for pickleball due to averaging 140 children in summer camp. We will resume regular hours on August 17<sup>th</sup> when school starts back.

### **Family Department**

Summer Camp averaged 140 children each week. We have 148 registered so far for the last week of camp. After School registration is now open – 5 Day, 3 Day and Year-Round Options, serving Boiling Springs Elementary, Springmore Elementary and Crest Middle School.

### **A2I Reading Program**

We continued our A2i reading program through the summer months to catch children up on their reading skills and prepare them for their next grade level.

Testing is going on now to see the progress the children have made, and we have partnered with the school system to provide funding and opportunity to continue our literacy efforts after having much success during our A2i After School Programming.

We are excited to serve the children as well as their families and our school system in our literacy efforts and we are proud to provide education within the walls of the YMCA. Ruby is also tremendously blessed with the library as the optimal space to implement our Reading Program and provide necessary structure.

### **Turner Aquatic Center**

We have set aside two more days for town residents to come to our pool at no cost.

When school starts back on the 17<sup>th</sup>, the pool will be open on Fridays for family night and weekends through Labor Day.

We are still booking parties through September.



## **Scholarships**

A scholarship is available with all programs and memberships. It is our mission to assure all children and adults of all ages have a chance to experience the YMCA's culture, fellowship, faith, and fun. It is our goal to instill sportsmanship and core values to all participants.

## **Mission Statement**

**To help all people reach their God given potential in spirit, mind, and body.**

Please feel free to contact me anytime

Barbara Fitch

Operations Director

Ruby C Hunt YMCA

704-669-3628

[bfitch@clevecoyymca.org](mailto:bfitch@clevecoyymca.org)

## **Broad River Greenway Update**

Tyler Watts of Broad River Campground gave an update on his campground and future development and the Broad River Greenway.

## **REGULAR BUSINESS**

Discuss Downtown Overlay District

Vagn Hansen of Benchmark planning gave a presentation on the Downtown Overlay District. Council offered feedback and gave direction to include 1 and 2b on the overlay map.

Review Water Tank Rendering

Motion to approve design as presented.

Motion made by Councilmember Gantt, Seconded by Councilmember Edwards.

Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,

Councilmember Greene, Councilmember Gantt

Consider Bulk B1 Rezoning

Motion to approve from B-1 to B-2 the following parcels

Public hearing opened and closed at 7:17pm

Motion made by Councilmember Thomas, Seconded by Councilmember Greene.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt

Review Pavement Condition Report and Discuss Paving Machon Avenue

Motion to approve the pavement condition report and include Machon Ave.

Motion made by Councilmember Greene, Seconded by Councilmember Edwards.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt

Consider Downtown Parking Ordinance Changes

Motion to Approve ordinance #220802.01 as presented.

Motion made by Councilmember Edwards, Seconded by Councilmember Greene.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt



**THE TOWN OF BOILING SPRINGS, NC**  
**TOWN COUNCIL ORDINANCE #220802.01**

PART II - CODE OF ORDINANCES  
 TITLE VII. - TRAFFIC CODE  
CHAPTER 73. PARKING SCHEDULE

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that chapter 73 of the code of ordinances be and is hereby amended as follows:

**CHAPTER 73. PARKING SCHEDULE**

**SCHEDULE I. LIMITED PARKING**

(a) Limited parking shall be regulated at the following locations:

Location	Time
East College Avenue (south side) from 151 feet east from the intersection of East College Avenue with South Main Street	Parking limited to 10 minutes from 8 a.m. to 6 p.m. except on Saturdays and Sundays
West College Avenue (north side) from approximately 50 feet from the intersection of N. Main St. and directly adjacent to 101 N. Main St	Parking shall be limited to 10 minutes from 8am to 6pm except on Saturdays and Sundays
South Main Street (both sides) from the stop light on South Main Street to Quinn Circle	Parking limited to patrons of downtown businesses only
North and South Main Street (both sides)	Parking limited to two hours
Public Parking lots located at 109 South Main Street, 104 E. Branch Ave, the Community Park, and Town Hall.	No overnight parking shall be permitted without prior authorization

PART II - CODE OF ORDINANCES  
 TITLE VII. - TRAFFIC CODE  
 CHAPTER 73. - PARKING SCHEDULE  
 SCHEDULE I. LIMITED PARKING

It shall be unlawful for any person, firm or corporation to park, or allow to be parked, a motor vehicle in any space marked by yellow paint or by "No Parking" signs	
It shall be unlawful for any person, firm or corporation to park or allow to be parked, a motor vehicle across the white lines designating the spaces for parking	

(b) Penalty.

- (1) Any violation of this chapter shall subject the violator to a civil penalty in the amount of \$20.00. Violators will be issued a written citation that must be paid within 30 calendar days from the date of issuance. If such fine is not paid within said period, the violator will be assessed a civil penalty of \$50.00. An additional penalty of \$50.00 will accrue each and every 30 calendar days beyond the expiration of initial civil penalty period.
- (2) Immobilization of vehicles for unpaid parking citations.
  - a. The chief of police, or his designee, may immobilize by the use of wheel locks any vehicle which is illegally parked in violation of this chapter and for which there are three or more outstanding, unpaid, and overdue parking tickets issued on at least three separate days. For the purpose of determining whether an illegally parked vehicle has had issued against it three or more outstanding, unpaid and overdue parking tickets issued on at least three separate days, it shall be sufficient if the license plate number of the illegally parked vehicle and the license plate number of the vehicle having received the tickets are the same.
  - b. If a wheel lock is attached to a vehicle, a notice shall be affixed to the windshield or other part of the vehicle so as to be readily visible. The notice shall warn that the vehicle has been immobilized and that any attempt to move the vehicle may result in damage to the vehicle. The notice shall state the total amount of civil penalties due to parking tickets that are overdue and unpaid and attributable to such vehicle, and the immobilization fee to be charged. An immobilization fee of \$20.00 shall be charged for the removal of the wheel lock. The civil penalties and the immobilization fee shall be paid to have the wheel lock removed. The address and telephone number to be contacted to pay such charges to have the wheel lock removed shall also be listed on the notice. The town shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from unauthorized attempts to free or move the vehicle.
  - c. If civil penalties due and the immobilization fee as herein provided are not paid, or satisfactory arrangements in lieu of payment are not made, within 24 hours of the attachment of the wheel lock, the chief of police or designee may order such vehicle to be towed and impounded. The towing and storage fee will be determined by the towing service that is used. Once a vehicle has been towed, the chief of police or designee shall mail or cause to have mailed, a notice of impoundment to the registered owner and lien holders, if any are known. All towing and storage charges incurred in connection with impounded vehicles shall constitute a lien upon such vehicles as provided in G.S. § 44A-2.
  - d. Upon payment of all civil penalties and overdue and unpaid parking tickets issued for the vehicle and of all other charges authorized by this section, including immobilization, towing, and storage

PART II - CODE OF ORDINANCES  
TITLE VII. - TRAFFIC CODE  
CHAPTER 73. - PARKING SCHEDULE  
SCHEDULE I. LIMITED PARKING

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fees, the vehicle shall be released to the owner or any other person legally entitled to claim possession of the vehicle.

(Ord. of 4-4-58; Ord. of 12-1-87; Ord. of 9-4-07 , pt. 1)

**Adopted this 2<sup>nd</sup> day of August 2022.**

### Letter of Appreciation to Legislators

Mayor Thomas read the following letter to our legislatures to thank them for the funding received in the received state budget.



THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

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August 2, 2022

Speaker Tim Moore  
NC House of Representatives  
16 West Jones Street, Rm 2304  
Raleigh, NC 27601

Dear Speaker Moore,

This letter serves to express our sincere appreciation for the grants you were able to secure for our community through the recent state budgeting process. These funds will help to transform our downtown. The combined efforts of Gardner-Webb and the Town of Boiling Springs are sure to be a catalyst for enhancements not only in our town but for the region.

Our goals for a pedestrian-friendly and business-oriented city center are ambitious, but we believe that anything worth doing is worth doing the right way. With your assistance, we are moving closer to making these goals a reality.

We thank you for your continued support of Boiling Springs and look forward to hosting you in town very soon.

Sincerely,

\_\_\_\_\_  
Mayor Daniel Thomas

\_\_\_\_\_  
Mayor Pro Tem Patrick Litton

\_\_\_\_\_  
Councilmember Caleb Edwards

\_\_\_\_\_  
Councilmember Tonya Gantt

\_\_\_\_\_  
Councilmember Tommy Greene

\_\_\_\_\_  
Councilmember Marty Thomas



THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

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August 2, 2022

Senator Ted Alexander  
North Carolina Senate  
300 N. Salisbury Street Rm. 621  
Raleigh, NC 27601

Dear Senator Alexander,

This letter serves to express our sincere appreciation for the grants you were able to secure for our community through the recent state budgeting process. These funds will help to transform our downtown. The combined efforts of Gardner-Webb and the Town of Boiling Springs are sure to be a catalyst for enhancements not only in our town but for the region.

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Sincerely,

\_\_\_\_\_  
Mayor Daniel Thomas

\_\_\_\_\_  
Mayor Pro Tem Patrick Litton

\_\_\_\_\_  
Councilmember Caleb Edwards

\_\_\_\_\_  
Councilmember Tonya Gantt

\_\_\_\_\_  
Councilmember Tommy Greene

\_\_\_\_\_  
Councilmember Marty Thomas



THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

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August 2, 2022

Representative Kelly Hastings  
NC House of Representatives  
16 West Jones Street, Rm 2208  
Raleigh, NC 27601

Dear Representative Hastings,

This letter serves to express our sincere appreciation for the grants you were able to secure for our community through the recent state budgeting process. These funds will help to transform our downtown. The combined efforts of Gardner-Webb and the Town of Boiling Springs are sure to be a catalyst for enhancements not only in our town but for the region.

Our goals for a pedestrian-friendly and business-oriented city center are ambitious, but we believe that anything worth doing is worth doing the right way. With your assistance, we are moving closer to making these goals a reality.

We thank you for your continued support of Boiling Springs and look forward to hosting you in town very soon.

Sincerely,

\_\_\_\_\_  
Mayor Daniel Thomas

\_\_\_\_\_  
Mayor Pro Tem Patrick Litton

\_\_\_\_\_  
Councilmember Caleb Edwards

\_\_\_\_\_  
Councilmember Tonya Gantt

\_\_\_\_\_  
Councilmember Tommy Greene

\_\_\_\_\_  
Councilmember Marty Thomas



## REPORTS

Council/Manager reports

Town Manager Longino- Introduced Lead for NC Fellow Greyson Sonntag who gave an introduction of himself.

We have received our second and final tranche of ARP funds. We will discuss allocations in coming months.

Yesterday our website refresh launched, in the coming months we will dig into pages content.

Music on Main concert Thursday 6-8pm.

Councilmember Greene expressed his sympathy to former Councilmember Ciff Hamrick at the loss of his mother.

Horse riders coming through town and Amish buggy. Is it legal in current ordinance? Asked staff to look at current ordinance as it was not Council's intent to restrict Amish buggy's.

Concern of chickens on Witchita.

Mural possible interest of repainting on the old John Deer building.

Mayor Pro-Tem Litton is the new GCLMPO alternate and he attended their new members training which was a lot of information.

He expressed his interest in looking at the live stock ordinance.

Excited for Crest High School and all they have accomplished.

Councilmember Thomas appreciates YMCA partnership and blessed to have great schools including Crest.

Councilmember Gantt praise for Crest High she thanked the principal and coaches for their great work.

Who is on the street scape committee? She would be willing to serve.

Mayor Thomas praise for Crest High School the work that staffs and councils around the community.

The Mayor stated that himself and Councilmember Gantt will be delivering their children to college before the next meeting.

**Motion to Adjourn**

Motion made by Councilmember Greene, Seconded by Councilmember Edwards.  
Voting Yea: Councilmember Edwards, Councilmember Thomas, Mayor Pro-Tem Litton,  
Councilmember Greene, Councilmember Gantt

7:44pm



## MAPS GROUP – PAY STUDY PRESENTATION

### **Options to Proceed:**

1. Instruct staff to prepare a budget amendment for the \_\_\_% increase recommended in the MAPS Group salary study.
  - a. *This would be presented in October and the new rates would be effective October 1<sup>st</sup>.*
2. Table for further review.

*MAPS and Town Manager recommend 1/2% increase*

## SUMMARY

Ms. Cheryl Brown from the MAPS Group has spent the last several months interviewing staff and compiling job descriptions and pay information from surrounding jurisdictions (listed in Pay Plan Recommendations document). The methodology used for comparisons and calculations is outlined in their supporting documents. They evaluated the tasks that Boiling Springs employees perform and compared those to descriptions from other towns. Subsequently, she updated our job descriptions and then presented recommendations to bring those pay grades in line with comparable jurisdictions.

It's an important point to note that the recommendations presented are based on the tasks performed in the role and the pay is based on the same. *The new scale and any changes in pay to certain positions or departments are **not** based on the employee and their performance, they are based on the job and its functions.* The recommendations for employee salaries are adjusted to at least the hiring rate of the new range and at least to the minimum of the range if the employee has passed probation. In addition, employees are moved within the range based on a percentage per year of service in their current position.

MAPS has provided two recommendations. One is 1/2% per year of service and the other is 3/4% per year of service. Both MAPS and the Town Manager recommend 1/2% per year of service. The initial cost to implement these changes for one full year would be \$83,449. Making it effective on October 1<sup>st</sup> would impact the FY 22-23 budget by \$62,587. Boiling Springs has received our second tranche of ARPA funds which would cover this cost.

Ms. Brown and the MAPS Group continue to work on revisions to our Personnel Policy. Those updates will be presented in the coming months.

Additionally, and not within the scope of the MAPS Group, staff researched Council pay. The average annual cost for the Mayor, Mayor Pro Tem, and Councilmember positions for Towns our size was \$27,600. The current is \$8,400 annually. On a monthly basis, those rates were \$500 for the Mayor, \$400 for the Mayor Pro Tem and \$350 for Councilmembers. The current rates are \$200 for Mayor and \$100 for Council.



THE TOWN OF  
**BOILING SPRINGS**  
ONE TOWN • ONE UNIVERSITY • ONE COMMUNITY

## MATERIALS PROVIDED

- **MAPS Group**
  - **Position Summary Report**
  - **Pay Plan Recommendations**
  - **Grade/Salary Schedule**

**MAPS GROUP  
SUMMARY REPORT**

## **SUMMARY REPORT TOWN OF BOILING SPRINGS**

Following are narrative thumbnail sketches of jobs by department with the departments in alphabetical order. Each sketch contains a synopsis of duties, recommended class title and recommended salary grade. It is important to note that recommended salary grades reflect a new pay plan and the ranges differ from the existing plan.

### **Administration**

Because the Town Manager role is not classified, it is not included in this study. We have provided a separate letter detailing a pay philosophy for the Town Manager role as well as a salary range recommendation. A job description has also been provided for the Council's use.

The Town Clerk performs statutory responsibilities of a municipal clerk, including preparation and preservation of official records including minutes, proclamations, resolutions and ordinances, and safe keeping of the Town seal. The employee attends all official meetings of Town Council and Board of Planning and Adjustment to take minutes, prepare and disseminate minutes, and file and record minutes as required by law; assists citizens with requests for information and concerns; approves and signs official documents; coordinates the preparation of the agenda, materials and meeting packets with the Town Manager; prepares and posts meeting notices and advertisements; provides administrative support to the Manager, Mayor and Council members; performs records management, file maintenance and report generation; coordinates updates and codification of the Code of Ordinances; executes legal documents; has begun to work with the Town Manager to obtain, monitor, and report on grants made to the Town; assists code enforcement with ABC permits; fills in, when needed, at the Town Hall Receptionist/Utility Billing desk; and assists with maintenance of the Town of Boiling Springs website. The employee also serves as Human Resources Officer for the Town and coordinates benefits administration, maintains payroll and personnel records and files and coordinates workers' compensation and property and liability insurances. The employee performs research and ensures the Town is in compliance with employment laws and regulations; administers the employee benefits program, researches benefit options, serves as liaison with benefit vendors, and works with employees to resolve coverage questions; processes new hire paperwork; and establishes and maintains personnel records and databases and related forms. The role requires strong knowledge of municipal laws and regulations regarding meeting advertisements, preservation of official records, Town services, office technology, and general municipal government operations as well as knowledge of federal and state statutes relating to human resources practices. Requires considerable judgment and confidentiality in dealing with sensitive and confidential issues. Recommend retaining the classification of Town Clerk with assignment to salary grade 16. Additionally, the position should be classified as non-exempt under the FLSA.

The Finance Director performs a wide variety of responsible administrative and fiscal work. The employee is responsible for the general ledger and budgetary accounting; accounts payable and receivable and invoice coding; financial planning; bank reconciliation and analysis; pre-auditing contracts; coordinating the annual audit; preparing and processing payroll and paying payroll taxes, retirement, and 401(k); preparing monthly, quarterly, and yearly payroll reports; preparing quarterly financial statements for the Board; ARPA reporting and maintaining records; serving as pcard and fuel card administrator; purchasing, including generating, closing and verifying all information related to purchase orders; signing checks; balancing and posting all cash receipts

for the month; debt financing; investments; serving as the Ex-Officio Finance Director for the Boiling Springs Tourism Development Authority, attending monthly meetings, preparing the budget, preparing the bank reconciliation, preparing the financials, and writing checks, as needed; and utility billing and collection. The Director supervises the Utility Billing Clerk and assists with questions and requests in resolving customer complaints or concerns and payment and penalty issues. The employee provides considerable assistance to the Town Manager in the development and administration of the operating and capital budgets, budget forecasting, revenue estimates, fee schedules, expenditures, etc.; performs significant financial reporting; and develops a variety of fiscal policies and procedures and effective systems of internal control. The employee also prepares and presents financial reports to the Town Council and advises the Town Manager and Council on a variety of management and fiscal issues. The role requires strong professional knowledge of public finance and budget administration, financial technology packages and spreadsheets for analysis. The role also requires considerable judgement in dealing with sensitive and confidential issues. Recommend retaining the classification of Finance Director with assignment to salary grade 23.

The Utility Billing Clerk is responsible for the day-to-day operations of the Town's billing and collection function and serves as the primary contact for the public calling or entering Town Hall. Work involves maintaining the accounts, generating and processing billing, collecting on accounts, preparing and reconciling a variety of reports, and ensuring that the billing and collection rules and procedures as set by Town Council and Town Management are followed. The employee monitors the billing cycle and ensures that all records are submitted within established deadlines; creates a meter reading batch file, transmits to the Meter Technicians for reading, and imports readings to be used for billing; proofs meter readings to determine if readings fall within patterns and expectations and if not, requests re-reads; examines the utility billing edit, looks for errors, and makes determination if ready for printing and mailing; and prepares and mails bills. The employee also opens up new utility accounts and ensures proper initial meter readings are entered; enters bank draft information; takes a variety of payments by mail, in-person and through the drop box including utility bills, zoning permits, park shelter rentals, etc.; assists customers with questions on bills; makes leak adjustments within established guidelines; prepares and makes deposits; takes applications for new taps, notifies Public Works, and sets up the accounts in the system; creates and updates work orders for turn-ons, turn-offs, re-reads, leak checks, etc.; works with citizens with complaints and questions about bills and payment options; manages the list of cut-offs and provides to field personnel to execute; closes out accounts, and prepares and mails final bills. Work requires knowledge of Town collection and billing policies and procedures and skill in dealing with the public and conflict resolution. Recommend the new classification of Utility Billing Specialist with assignment to salary grade 8.

One employee currently serves in the classification of Administrative Support Specialist and is responsible for assisting the Town Manager, Finance Department and Public Works Department with a variety of tasks. For the Town Manager, the employee assists with the day-to-day office management tasks and schedules most of the Manager's meetings; serves in the Deputy Town Clerk role when the Town Clerk is out of the office; assists with grant writing and monitoring; assists with the zoning permit process; updates and creates documents such as code enforcement postcards and business cards; prepares and responds to correspondence letters and emails; serves as the liaison between community engagement committees and the Manager; coordinates vendors and volunteers for community events; takes minutes at weekly staff meetings; creates the newsletter; serves as a point of contact for the office; answers incoming calls and directs callers to the appropriate department or takes messages; and orders supplies and makes purchases for needed office items. The employee assists the Finance Department by keying invoices; researching invoices if something doesn't appear correct and contacting

vendors; review reports to ensure keyed information matches active invoices; prints checks; and matches checks and invoices and provides to the Finance Director for signature. The employee assists the Public Works Department by keying work orders; providing coverage for the Utility Billing Clerk when she is at lunch or out of the office; and posting vehicle sales and specs on GovDeals and contacting winning bidders to arrange pickup. Recommend the new classification of Program Support Specialist with assignment to salary grade 10.

### **Police**

The Police Department is staffed with eleven sworn full-time employees several part-time employees engaged in patrol and investigations work.

The Police Chief is responsible for the overall management of the department including establishing the policing philosophy, policies and procedures; developing and implementing departmental policies and procedures in concert with industry standards and Town regulations; establishing credibility and partnership with the community; supervising the preparation of periodic reports of crime and accident activity related to enforcement tactics and crime reduction; managing facilities and equipment; restoring order to the community in the event of unrest; overseeing the development of the work schedule and allocation of staffing resources; preparing the departmental budget requests for review and approval by the Town Manager and administering the budget throughout the fiscal year; reviewing documents and reports for quality and thoroughness and making adjustments in enforcement areas; hiring, training, safety, performance coaching and review of staff; disciplining employees; handling grievances; maintaining positive community relations; crime prevention programming; attending public functions; investigating citizen complaints; coordinating with other emergency services and law enforcement agencies; writing, submitting and preparing federal, state and local reports; performing enforcement, calls for service and patrol duties when necessary; and planning special events. The Chief participates in major incidents and responds to the public as needed. Recommend retaining the classification of Police Chief with assignment to salary grade 23.

One employee is currently classified as Police Lieutenant and is responsible for assisting the Police Chief with supervising and managing all activities, functions and personnel in the department. The employee supervises patrol and investigations staff; works a shift as needed and serves on call to respond to serious crimes or issues; works as part of a team in reviewing and recommending employees for hire, training and disciplinary actions and supervises, disciplines and evaluates the work of subordinates; provides performance coaching and mentoring to staff; participates in internal affairs investigations of Officers; reviews all incident reports for accuracy, thoroughness and timeliness; serves evidence custodian, ensuring that all department records, reports and evidence preservation comply with department policies and procedures; acts as Chief of Police in the Chief's absence; participates in developing and implementing departmental goals, objectives, policies, procedures, rules and regulations; and serves as a liaison and/or representative for the Police Chief with county, state, federal, internal and external agencies, officials or boards. The employee also prepares the schedules for the officers, approves leave, and finds part-time employees to cover shifts when officers are out; assists the training coordinator in getting staff signed up for training; conducts background checks on applicants; and performs special projects as assigned by the Police Chief. Recommend retaining the classification of Police Lieutenant with assignment to salary grade 18.

One employee is currently classified as Police Sergeant/Investigator and supervises and participates in the work of the officers on two squads and also serves as the lead investigator in the department. Work includes on-going performance coaching and evaluation for assigned staff.



The Sergeant takes the lead in more difficult incidents; approves paperwork when an Officer makes a felony charge and uploads the paperwork to the DA's Office; and when necessary, participates in the patrol work backing up shift officers to include traffic patrol, responding to citizen complaints, investigating accidents, maintaining security checks for businesses, and related duties. The Sergeant must be able to evaluate situations based on the information available at the time and determine the appropriate course of action. As the lead Investigator, the Sergeant is responsible for conducting preliminary and supplemental criminal investigations, including but not limited to investigating misdemeanor and felony crimes; contacting victims and witnesses of crimes; performing limited surveillance of suspects; identifying and processing evidence and crime scenes; taking evidence to the crime lab; obtaining and executing search warrants and arrest warrants; arresting suspects; interviewing suspects, witnesses and victims; testifying in court; coordinating very closely with the DA's Office and maintaining positive relationships with that office; and maintaining careful and detailed case records. Recommend retaining the classification of Police Sergeant/Investigator with assignment to salary grade 16. Additionally, the position should be classified as non-exempt under the FLSA.

Police Officers are assigned to either A Squad or B Squad and work 12-hour rotating shifts and perform a full range of general law enforcement duties, including patrolling state highways and local roads; investigating accidents; enforcing laws and ordinances; building relationships and maintaining a physical presence in the community to deter crime; responding to calls for service; determining best course of action and requesting and coordinating assistance from additional agencies as needed; preparing reports; investigating crimes; interviewing witnesses; collecting evidence; testifying in court; and maintaining equipment. Police Officers may perform initial criminal investigations on their shift before turning more complex investigations over to the Police Sergeant/Investigator, unless it is a major crime and the Sergeant is contacted immediately. Officers may also be requested to serve as a Field Training Officer (FTO) when new employees are added to the force. Recommend retaining the classification of Police Officer with assignment to salary grade 13. Also recommend the Town consider adding a monetary incentive to the pay of Officers serving as FTOs, during the time they are serving in the role.

One Officer is currently classified as Code Enforcement Officer and is also a BLET certified law enforcement officer. The employee performs the role of Code Enforcement Officer along with performing duties of Police Officer and Police Investigator. The employee can be called upon at any time to perform all of the duties listed above for Police Officer. Additionally, this Officer assists the Police Sergeant/Investigator with investing crimes, particularly those involving crimes against children and animal cruelty crimes. As Code Enforcement Officer is employee is responsible for researching codes and ordinances; issuing permits; interpreting, enforcing and providing assistance to the public on zoning matters; enforcing the minimum housing code; enforcing the nuisance ordinance, to include high grass, junk vehicles, unlawful conditions on private property, garbage, debris, etc.; and answering code questions. The employee investigates complaints from citizens, prepares and sends violation letters, coordinates with planning and zoning officials for zoning applications, maintains applications for zoning permits, and coordinates with Public Works to address nuisance complaints from citizens. Working as an Investigator, the employee is responsible for conducting preliminary and supplemental criminal investigations, particularly related to crimes against children and animal cruelty, and also assists the Sergeant with other felony and misdemeanor investigations; contacting victims and witnesses of crimes; performing limited surveillance of suspects; identifying and processing evidence and crime scenes; taking evidence to the crime lab; obtaining and executing search warrants and arrest warrants; arresting suspects; interviewing suspects, witnesses and victims; testifying in court; coordinating very closely with the DA's Office and maintaining positive relationships with that office; and maintaining careful and detailed case records. All facets of the job involve significant public contact and sound

decision making. Recommend the new classification of Police Special Services Officer with assignment to salary grade 14.

One Officer is currently classified as School Resource Officer and is a BLET certified law enforcement officer. The employee performs the role of School Resource Officer along with performing duties of Police Officer and Police Training Coordinator. The employee can be called upon at any time to perform all of the duties listed above for Police Officer. As School Resource Officer, the employee provides law enforcement and police services to two elementary schools in the area. This work involves investigating allegations of criminal incidents; enforcing state and local laws and ordinances; working to prevent juvenile delinquency through close contact and positive relationships with students; working with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary; developing crime prevention programs; conducting security inspections to deter criminal or delinquent activities; and establishing and maintaining a close partnership with school administrators in order to provide for a safe school environment. As the department's Training Coordinator the employee coordinates and/or administers annual mandatory in-service training; monitors certification requirements and expirations and ensures that the officers are completing the State mandated training hours during the year; responds to Officer requests for supplemental training and seeks approval of such from the command staff before registering for classes; maintains and organizes individual officer training records to include certifications and firearms qualification records; and assists in NC Criminal Justice Standards audits of training records. Recommend the new classification of Police Special Services Officer with assignment to salary grade 14.

One employee within the Police Department is currently classified as Park Ranger. The employee spends the majority of his time maintaining the park and greenway, which contains 1,500 acres. This work includes cutting grass, pruning, weed eating, cutting down trees and trimming limbs, and other landscape and park maintenance activities, as well as picking up garbage, cleaning bathrooms, and performing minor carpentry and plumbing work. The employee also performs preventive maintenance and minor repairs on the equipment he uses in the performance of his job, including three all-terrain vehicles, skid steer, lawn mowers, tractors, dump trucks and power tools. The employee also helps to ensure safety at the greenway and provides occasional first aid and rescue response. While not a BLET certified law enforcement officer, the employee enforces park rules by communicating park rules and regulations to patrons and when warranted, issuing civil citations issues for such things as parking violations, alcohol use violations, pet leash violations, and noise violations and can trespass patrons if they are a problem. Work requires the ability to work independently, sound decision making, and the ability to communicate effectively with the public under both positive and negative circumstances. The current classification of Park Ranger can be maintained as the State of North Carolina allows employees to be classified as such even though the employee is not be a sworn law enforcement officer. The employee is a certified first responder and has attended the Park Ranger Institute at the NC Justice Academy. Recommend retaining the classification of Park Ranger with assignment to salary grade 10.

### **Public Works Department**

The Public Works Department provides a variety of services to the Town, including minor street maintenance, curb and gutter maintenance, building and grounds maintenance, parks maintenance, solid waste management, leaf and limb pickup, sign maintenance and replacement, water distribution and wastewater collection and wastewater treatment. Meter reading is also performed by Town staff within the department, but the transition to AMR has required less oversight for staff. While employees are allocated specific responsibilities, because of the small

size of the department and the need for employees to assist in areas when additional manpower may be needed, such as in the event of heavy workload or absences, the employees may be pulled to perform most or all of the duties of other positions within the department. This will be noted in the job descriptions.

The Public Works Director plans, organizes and directs the work of employees engaged in providing the Town's public works services. The Director also serves as the Operator in Responsible Charge (ORC) for the water distribution system, backflow and cross connection program, and back up ORC for Land Application of Residuals. The Director is responsible for establishing priorities, goals and deadlines for the various work activities and providing daily direction to the Utilities Supervisor and Wastewater Supervisor. The Director is responsible for overseeing water distribution and sewer collection system maintenance and repair; monitoring water quality testing and reporting requirements for water and wastewater to ensure compliance and for backflow and cross-connection program documentation; preparing and maintaining reports, logs, and other paperwork on a daily, monthly, quarterly and yearly basis as required by governmental and regulatory agencies; managing the Town's fats, oils and grease (FOG) program; overseeing street and storm drainage maintenance and repair; overseeing building and grounds maintenance at Town facilities and the park; overseeing garbage, recycling and yard waste collection; overseeing scheduled maintenance and minor repairs of Town owned equipment used in the work of the Town; monitoring Town contractors and vendors; reviewing construction plans for compliance with Town standards; inspecting construction and repair projects for compliance with Town specifications and contracts; and ensuring that safe, effective and efficient practices are utilized by employees. The Director represents the Town to a wide variety of citizens, contractors, engineers, and State and Federal regulatory officials and is expected to work collaboratively to resolve issues. The Director provides technical advice, assistance and recommendations to the Town Manager on a variety of topics, including policies related to public works and infrastructure maintenance and expansion needs and attends Town Council meetings and makes presentations on behalf of the department and serve as the technical resource. Work also includes serving as administrator for the Asset Essentials work order system, the Temetra water meter reading software, and the NC811 service for the Town; participating in operating and capital budget development and monitoring expenses throughout the year; training, motivation, leadership, conflict resolution and performance coaching of staff; and answering and resolving public concerns. Work requires considerable interpersonal and technical skills and responsibility for crew safety and resolution of public concerns. The employee represents the Town to a wide variety of citizens, contractors, engineers and State and Federal regulatory officials and is expected to work collaboratively to resolve issues and attends Town Council meetings and makes presentations on behalf of the department. Recommend retaining the classification of Public Works Director with assignment to salary grade 23.

One employee serves in the position of Utilities Supervisor and is responsible for supervising and participating in the work of the section, including the installation, maintenance and repair of water lines, including new service connections; meter reading and meter maintenance, both automated and manual re-reads, when necessary; water sampling and state reporting and compliance; and marking of underground utilities. In addition to the broad responsibility for the water distribution system, the employee supervises employees performing residential trash and yard waste collection as well as employees performing facility maintenance, park maintenance, maintenance of all Town maintained grounds and lots, right of way mowing, landscaping, debris removal, street sign maintenance and repair, minor street maintenance (cold patch), and maintenance and repair of all equipment and vehicles used in the performance of the work. The employee creates and may carry out work orders, preventive maintenance schedules, utility locates and other water related tasks. The employee operates a variety of equipment including the back hoe, excavator,

tractor, garbage truck, leaf vac truck, tamper, lawn mower, and other gas powered and manual hand tools. The employee monitors inventory levels and requests additional supplies, as needed. The employee is responsible for record keeping of system maintenance for compliance with State requirements. The employee also serves as the back-up to the Director in the Director's absence; ensures work is performed safely and within guidelines established by Town policy and OSHA regulations; trains employees on work safety protocol and equipment; and addresses and solves conflicts between employees and recommends discipline of employees to the Director, if necessary. The position meets with contractors and observes contractor progress to ensure conformance with contract requirements. The employee responds to citizen requests and concerns and investigates complaints and determines proper resolution. Recommend the new classification of Public Works Supervisor with assignment to salary grade 15.

Two employees currently serve in the classification of Water Operator I. These employees are primarily responsible for operating and maintaining the water distribution system, including making water taps, installing meter boxes, repairing water lines, service lines, valves, fire hydrants, and other utility infrastructure; performing scheduled and emergency operations as needed; electronically reading water meters and performing manual re-reads; cutting off and turning on water service to customers; locating water lines for NC811 tickets; maintaining the grounds and utility easements and rights-of-ways; and operating equipment used in the performance of the work, including mowers, weed eaters, bush hogs, backhoes, excavators, shovels, hand tools, pickup trucks, dump trucks, etc. The employees collect water samples and perform minor laboratory tests. The employees perform minor maintenance and lubrication on equipment used in the work, general custodial and grounds maintenance duties, and other upkeep and maintenance duties as assigned by the supervisor, including assisting with sanitation/solid waste collection, park maintenance, and vehicle and equipment repair and maintenance. Recommend the new classification of Utility Maintenance Technician with assignment to salary grade 8.

One employee in the department currently serves in the classification of General Maintenance Worker. The employee is responsible for maintaining Town rights-of-ways, to include cutting grass, picking up litter, and similar responsibilities, and maintaining the Town park and ballfields, to include cutting grass, edging, spraying, cleaning and restocking bathrooms, removing trash, and maintaining the outfields at the baseball fields. The employee also assists other employees in the department with the pick up and disposal of limbs and brush and the emptying of card board bins at three local businesses. The employee operates a variety of equipment including mowers, tractors, weed eaters and chainsaws. The employee works independently and has regular contact with members of the public, particularly while performing duties at the park. Recommend retaining the classification of General Maintenance Worker with assignment to salary grade 6.

Two employees in the department are currently classified as Sanitation Worker with a third position being vacant at the time of the study. Both employees may also be called upon to assist with other Public Works tasks when needed such as repairing water leaks, repairing roads, etc. The employees work independently and have regular contact with members of the public and must be cautious when operating vehicles on the streets of the Town.

One of these employees drives either a one-armed-bandit or two-sided loader in the mornings to pick up garbage on scheduled routes and then drives the leaf vac truck along the same route in the afternoon to collect leaves and grass from the curbside. The employee performs these same duties each day with the route varying each day of the week. The garbage is taken to the landfill while the leaves and grass are dumped at a site the Town owns. The employee is expected to operate the larger, more complex heavy equipment in street and pedestrian traffic, in tight spaces,

and in other places that require a higher level of skill and competency. Because of the higher level of skill and precision needed to operate the more complex equipment, recommend the new classification of Equipment Operator with assignment to salary grade 8.

The second employee drives a large pickup truck with a dump bed to collect limbs and brush throughout the Town and dumps them when the bed is full. The employee is also responsible for monitoring the community service workers assigned to him during the required community service period and ensuring they perform assigned tasks. The employee is expected to respond courteously to citizens, provide excellent customer service, and be able to learn prescribed collection routes and to travel the routes efficiently and safely while collecting limbs and brush. Recommend the new classification of General Maintenance Worker with assignment to salary grade 6.

One employee is currently classified as Wastewater Supervisor/ORC (Operator in Responsible Charge). The employee oversees all operations associated with the wastewater treatment plant and all aspects of the collection system, to include oversight of the Town of Lattimore's wastewater treatment. The employee serves as ORC of the treatment plant, the collections system, and land application of residuals and as the Pretreatment Coordinator for the Town. The employee supervises and schedules the work of plant personnel, giving instructions on general operating procedures, work duties and work methods; hires, trains, coaches and evaluates staff; oversees and analyzes the treatment processes and interprets laboratory data to maintain maximum efficiencies and to improve treatment techniques; monitors, directs and controls plant processes to meet discharge permit requirements; enters required data for state reporting; prepares annual performance reports for the Town and Lattimore; participates in plant operations and maintenance, as needed or required; and investigates issues related to the plant operation and related environmental legislative and compliance issues. The employee also oversees the collection system and its permit requirements, which includes 7 lift stations in the Town, 7 lift stations in Lattimore, and all of the piping associated with the two systems. The employee schedules maintenance of entrances and rights-of-way; smoke testing, scouring, or jetting of sewer lines; camera and inspection of pipes and scheduling repairs. The employee also oversees the pretreatment program for the Town and performs grease trap inspections, maintains records, and provides educational materials to business owners. The employee takes phone calls from the public with concerns or questions; directs and enforces compliance with all applicable governmental and departmental policies and regulations and safety laws and regulations; keeps required departmental records updated and reviews plant records maintained by subordinates; supervises the installation of new equipment; oversees the safety of personnel by training employees in proper safety procedures; orders chemicals, supplies, and materials as needed for the plant and the lab; and assists regulatory agencies with annual inspections of facilities. Work includes preparing recommendations for the division operating and capital budgets and managing the budget, reviewing and approving expenditures, and locating and purchasing supplies, materials and equipment. Recommend retaining the classification of Wastewater Treatment Plant Supervisor with assignment to salary grade 17.

Two employees are assigned as a Wastewater Operator I at the wastewater treatment plant. The employees are able to perform all of the responsibilities associated with the position, even though one employee is more focused on plant operations while the other employee focuses on the collection system. The employees perform general plant maintenance, grounds maintenance, and custodial tasks; make regular tours of the plant observing for proper operation of engines, generators, pumps, aerators, tanks, filters, clarifiers, etc.; skim grease from the settling tanks; cleans sludge from drying beds; clean bar screens; and check chemical tanks and fill with required chemicals. The employees record readings from meters and instruments; complete daily

worksheets and maintain records of plant operations; regulate and adjust motors, pumps, blowers, valves and other apparatus to meet changing operating conditions; collect samples of wastewater effluent; perform minor laboratory tests; and perform minor maintenance and lubrication on equipment. The employees also make tours of the collection system to check engines, generators, pumps, wet wells, and other equipment for proper functioning; skim grease from wet wells; record readings from meters and instruments and maintain accurate records of system operations; regulate and adjust pumps, valves and other apparatus to meet changing operating conditions. The employees also perform grounds maintenance work and custodial tasks around the lift stations. Finally, employees apply digested sludge to application fields, involving loading and unloading of residuals and transporting them from the plant to the application fields. Recommend the new classification of Wastewater Treatment Plant Operator with assignment to salary grade 9.

One employee currently serves in the classification of Utility Maintenance Worker and assists the Wastewater Operators with a variety of tasks around the wastewater treatment plant as well as at the lift stations. The employee is primarily responsible for mowing, trimming, removing limbs, clearing trees, and other grounds maintenance work along the 30 miles of sewer lines and outfalls in Boiling Springs and Lattimore. The employee also may assist in checking and testing lift station generators and floats and performing preventive maintenance at the stations; ensuring the lift stations are operating properly; collecting water samples at the plant; reading the meter in Lattimore for volume and flow; opening and closing valves; making sewer taps and sewer line repairs; digging trenches; jetting, cameraing, and smoking sewer lines; applying sludge at the land application field utilizing the sludge truck; performing grounds maintenance at the land application field; greasing pumps; repairing manholes and resetting rings or raising them due to concrete failure; and performing equipment maintenance and minor repair on equipment used in the work. Recommend retaining the classification of Utility Maintenance Worker with assignment to salary grade 7.

## **PAY PLAN RECOMMENDATIONS**

## PAY PLAN IMPLEMENTATION

### Overview

We conducted a market survey of minimum and maximum salaries for the selected jobs. Range percentages (the difference between the minimum and maximum of the range) varied as follows:

Bessemer City	50%
Forest City	50%
Gastonia	60%
Kings Mountain	50%
Lincolnton	50%
Rutherfordton	56%
Shelby	52%
Cleveland County	60%
Gaston County	55-65%
Average	52.3%
Boiling Springs Current	65-70%
<b>Boiling Springs Recommended</b>	<b>55%</b>

The salary ranges in the recommended pay table are approximately 55% from hiring to maximum salary. Grades 5% apart have been established. An open range salary schedule has been recommended to provide flexibility in providing in-range salary increases. These ranges provide for employee advancement as a result of increased value to the Town because of increased experience, and as an incentive and reward for increased performance. When annual market adjustments (cost of living adjustments) are made to pay ranges to account for inflation and local labor market changes, the whole table should reflect the adjustment, thus maintaining competitive entry rates of pay. A linked spreadsheet has been provided to the Town to facilitate this process.

Compression. Normally, given the seniority of Town employees, one would expect to find half of the Town’s employees below Midpoint and half above Midpoint. This is essentially the case in the recommended implementation options. By carefully moving employees through the pay ranges, as it has done, the Town has been able to minimize the disadvantages of pay compression. In organizations with pay compression problems, long-term high-performing employees are making the same or nearly the same as short term employees, often causing morale problems and leading to turnover. Secondly, when organizations have a highly qualified employee to hire, it is very difficult to go above the entry salary because long term employees are very close to entry.

### Implementation Strategy

#### Option I:

Employee salaries are adjusted to at least the Hiring Rate of the new range and at least at the Minimum of the range if the employee has passed probation. In addition, employees are moved into the range based on 1/2% per year of service in their current position.

Initial cost to implement Option I	\$83,449 for a full year
Cost as a percentage of payroll	6.6%



**Option II:**

In this option employees are adjusted to at least the Hiring Rate of the new range and at least at the Minimum of the range if the employee has passed probation. In addition, employees are moved into the range based on 3/4% per year of service in their current position.

Initial cost to implement Option II	\$96,760 for a full year
Cost as a percentage of payroll	7.5%

**Recommendations:**

Because of the difference in the cost of the two options presented and the less than average compression among staff salaries, The MAPS Group recommends Option I be considered the desired implementation strategy. Employees should be placed in the new pay ranges effective October 1, 2022 and receive any associated change in pay.

Additionally, it is also recommended that the Town grant market adjustments for its employees. At the time any market adjustment is granted, it is strongly recommended that the Town adjust the pay ranges accordingly to take into account movement of pay ranges at other jurisdictions used for study comparisons. It is important to continue to adjust the pay ranges each year to account for market changes and to stay competitive.

Because the recommendations are based on jobs, not people, we also recommend that the Town Manager have the authority to withhold or delay increases for any individual employee where there are documented disciplinary actions indicating that the employee is not fulfilling job requirements.

**Important Notes:**

1. The costs identified above reflect the annual implementation cost.
2. The costs reflected above represent salary cost only and do not reflect the cost of benefits associated with salaries.
3. The ranges recommended are competitive as of now. Effective July 1, 2023, many of the same organizations we surveyed will adjust their ranges with market adjustments/cost of living adjustments. This means that if the Town does not also adjust the ranges each year, the ranges will fall behind the Town's competition.



Town of Boiling Springs  
Salary Schedule  
2022-2023

GRADE	HIRING RATE	MINIMUM	MID POINT	MAXIMUM	GRADE
3	26,000	27,300	33,150	40,300	3
4	27,300	28,665	34,808	42,315	4
5	28,665	30,098	36,548	44,431	5
6	30,098	31,603	38,375	46,652	6
7	31,603	33,183	40,294	48,985	7
8	33,183	34,842	42,309	51,434	8
9	34,842	36,584	44,424	54,005	9
10	36,584	38,413	46,645	56,705	10
11	38,413	40,334	48,977	59,540	11
12	40,334	42,351	51,426	62,518	12
13	42,351	44,469	53,998	65,644	13
14	44,469	46,692	56,698	68,927	14
15	46,692	49,027	59,533	72,373	15
16	49,027	51,478	62,510	75,992	16
17	51,478	54,052	65,635	79,791	17
18	54,052	56,755	68,917	83,781	18
19	56,755	59,593	72,363	87,970	19
20	59,593	62,573	75,981	92,369	20
21	62,573	65,702	79,781	96,988	21
22	65,702	68,987	83,770	101,838	22
23	68,987	72,436	87,959	106,930	23
24	72,436	76,058	92,356	112,276	24
25	76,058	79,861	96,974	117,890	25
26	79,861	83,854	101,823	123,785	26
27	83,854	88,047	106,914	129,974	27
28	88,047	92,449	112,260	136,473	28
29	92,449	97,071	117,873	143,296	29
30	97,071	101,925	123,766	150,460	30
31	101,925	107,021	129,955	157,984	31
32	107,021	112,372	136,452	165,883	32
33	112,372	117,991	143,275	174,177	33



## REQUEST TO REZONE 3984 BARCLAY ROAD

**Mayor:** *Open Public Hearing*  
*Staff Report*  
*Comments from Citizens*  
*Close Public Hearing*

### **Options to Proceed:**

- 1) Motion to rezone 3984 Barclay Road from B1 to B2\*
- 2) Motion to table for further consideration
- 3) No motion needed to stay B1\*

*\*If motioning for option 1 or 3 there needs to be a statement of consistency. The motion should include something to the effect of: "the rezoning is consistent with the surrounding area and goals for commercial growth in the town." It can be a separate motion or incorporated into the primary motion.*

### **Planning Board and Staff recommend Option 1**

## SUMMARY

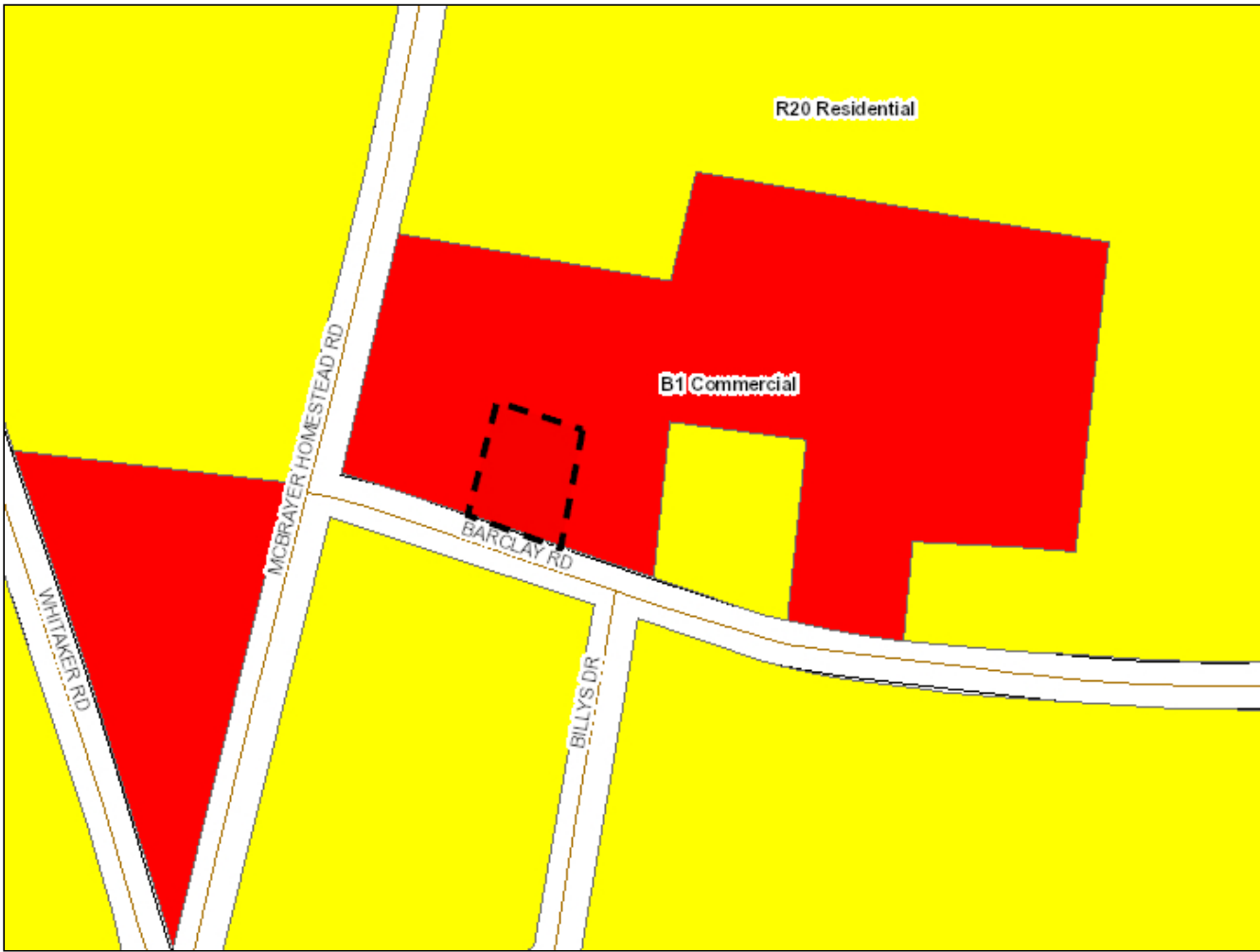
Mr. Gary Shuford recently acquired the parcel at 3984 Barclay Road (parcel 42753). He also owns parcel 41812 (the 7.12-acre parcel that partially surrounds this one). He is requesting rezoning from B1 to B2. His plans are to build a structure for a small office with storage.

The surrounding parcels are zoned B1. With our recent UDO changes, B2 will allow more uses and would be consistent with this area that is further from our downtown core. The building standards for B1 are tailored more specifically for our downtown. Rezoning B2 would allow Mr. Shuford a little more flexibility with build-to lines, parking areas, and setbacks. As is required with all new construction, he will be required to construct a sidewalk across the front of the property.

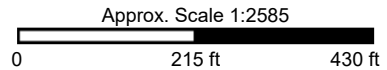
The area is shown on our future land use map as open space/farmland. We do have funds budgeted to undergo an update to this map later this year.

## MATERIALS PROVIDED

- **Rezoning Application**
- **Zoning/Aerial Maps**
- **Future Land Use Map**



**Disclaimer:** The information contained on this page is NOT to be construed or used as a survey or legal description. Map information is believed to be accurate but accuracy is not guaranteed.



**Layer: Parcels**

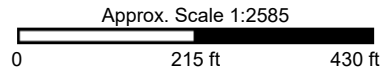
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**Owner2:** SHUFORD ROBIN P  
**DeedBook\_P:** 1871-1816  
**Deeded\_Acr:** 0.5  
**PIN:** 2506433568  
**SUM\_Calcul:** 0.4244453  
**ParcelNo:** 42753  
**OwnerName1:** WHALEY JOHN HUBERT  
**OwnerAddr1:** 204-1 NORTH POSTON S  
**OwnerAddr2:** SHELBY NC 28150  
**OwnerCity:** SHELBY  
**OwnerState:** NC  
**OwnerZip:** 28150  
**ParcelAddr:** 3984 BARCLAY RD  
**DeedBook:** 1403  
**DeedPage:** 2127

**MapNo:** 1175  
**Block:** 1  
**Lot:** 151  
**LandArea:** 0.5  
**LandValue:** 15000  
**BldgValue:** 3900  
**AdjValue:** 18900  
**ParAddr:** 3984  
**ParRdName:** BARCLAY  
**ParRdType:** RD  
**NeighCode:** BEAVE  
**Tax\_Distri:** 51  
**Use\_Code:** R  
**Shape\_Length:** 549.25019039975  
**Shape\_Area:** 18478.198889498  
**TAZ:** 4176  
**:**

<b>Layer: Zoning</b> Class: B1 Commercial Municipality: CITY OF BOILING SPRINGS	<b>Layer: 2000 Census Tracts</b> Census Tract: 951500
<b>Layer: NC House and Senate Districts</b> Senate: 46th Senate Legist: 111th House	<b>Layer: Flood Zones</b> GRID: 2506 PANEL_: 3710250600J
<b>Layer: Voting Precincts</b> Precinct: Broad River Voting Site: Boiling Springs Town Hall	<b>Layer: Fire Districts</b> DISTRICT: Boiling Springs Rural
<b>Layer: Watersheds</b> ZONE: NONE	<b>Layer: Jurisdictional Limits</b> Name: BOILING SPRINGS - ETJ



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**TAZ:** 4176  
**:**

<b>Layer: Zoning</b> Class: B1 Commercial Municipality: CITY OF BOILING SPRINGS	<b>Layer: 2000 Census Tracts</b> Census Tract: 951500
<b>Layer: NC House and Senate Districts</b> Senate: 46th Senate Legist: 111th House	<b>Layer: Flood Zones</b> GRID: 2506 PANEL_: 3710250600J
<b>Layer: Voting Precincts</b> Precinct: Broad River Voting Site: Boiling Springs Town Hall	<b>Layer: Fire Districts</b> DISTRICT: Boiling Springs Rural
<b>Layer: Watersheds</b> ZONE: NONE	<b>Layer: Jurisdictional Limits</b> Name: BOILING SPRINGS - ETJ



# Town of Boiling Springs

PO Box 1014 | Boiling Springs, NC 28017  
Phone 704 434 2357 | Fax 704 434 2358  
www.boilingsspringsnc.net

PAID 8/1/21  
Item 2.

## ZONING MAP AMENDMENT PETITION

### GENERAL INFORMATION

This form is used to request a change to the zoning classification of a particular parcel on the Town's official Zoning Map. This process is often referred to as a rezoning. A consultation with planning and zoning staff is recommended prior to submitting this form.

- \$350 fee required to process Zoning Map Amendment Petitions
- Signature required on Page 2
- Zoning Map Amendments are considered by the Board of Planning & Adjustment and Town Council
- Town will give official Public Notice and hold a Public Hearing

SUBJECT PROPERTY		
Physical Address: 3984 BARCLAY RD. - SHELBY, NC 28152		
Land Area: 0.5 AC.	Parcel No: 42753	PIN:
Tax Map: 1175	Blk: 1	Lot: 157
Deed Book: 1403	Page: 227	

PROPERTY OWNER	
Property Owner(s): GARY E. & ROBIN P. SHUFORD	
Owner Mailing Address: 103 KENDALLWOOD DR. - SHELBY, NC 28152	
Owner Telephone: 704.734.8888	Owner Email: geshuford@hotmail.com

APPLICANT	
Applicant Name: SAME AS ABOVE	
Applicant Mailing Address:	
Applicant Telephone:	Applicant Email:
Applicant Relation to Property: <input type="checkbox"/> Owner <input type="checkbox"/> Developer <input type="checkbox"/> Legal Representative of Owner <input type="checkbox"/> Other	

Staff Assigned # \_\_\_\_\_

Revised July 6, 2021

ZONING MAP AMENDMENT REQUESTED

Current Zoning Classification: B-1

Current Classification on Future Land Use Map: Open Space/Farmland

REQUESTED CLASSIFICATION ON ZONING MAP: B-2

PETITIONER COMMENTS:

[Empty lines for petitioner comments]

OWNER/APPLICANT SIGNATURES

I hereby certify that the information on this application is true and correct. I will adhere to the conditions, comments, and restrictions, provided of this application's review. Petitions not made by or on behalf of the property owner require owner notification in accordance with state law.

Owner Signature: Gary E. Shuford Date: AUG. 3, 2022

Print Name: GARY E. SHUFORD

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_





## SRO CONTRACT REVISION

**Requested Action:** Motion to approve Contract for Services with Cleveland County Board of Education.

## SUMMARY

Previously, Boiling Springs had an agreement with Cleveland County Board of Education to provide a School Resource Officer to cover Boiling Springs Elementary (inside corporate limits) and Springmore (outside of corporate limits). The Board wanted an officer at each school, so they contracted with the Cleveland County Sheriff's Office to provide an SRO at Springmore. Since the start of school, Officer Cody Nantz has been assigned to Boiling Springs Elementary. This agreement is primarily the same, but it removes the language relating to Springmore. It also increases the contract amount for inflationary expenses and in anticipation of the salary study. A copy of the new contract and the old contract is attached for your reference.

Being that we are currently providing service in a manner consistent with what is outlined in the contract, staff recommends approval.

## MATERIALS PROVIDED

- **Revised Agreement**
- **Previous Agreement**

**THE CLEVELAND COUNTY BOARD OF EDUCATION  
AND  
THE TOWN OF BOILING SPRINGS/BOILING SPRINGS POLICE DEPARTMENT**

**CONTRACT FOR SERVICES**

This Contract is made, entered into, and intended to take effect this the 15th day of August, 2022, by and between the Cleveland County Board of Education (the “CCBOE”) and the Town of Boiling Springs (the “Contractor”).

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor. Contractor agrees to provide services or goods as follows:
  - A. Contractor will supply the services of one (1) sworn law enforcement officer to serve as School Resource Officer for the 2022-2024 school year. This officer shall be assigned full-time to provide services at Boiling Springs Elementary School.
  - B. Contractor shall be responsible for the control and supervision of the SRO who will provide law enforcement services to the above school and school communities as their primary assignment. The SRO will attempt to prevent criminal offenses committed on school property by:
    - a. Patrolling the school campus;
    - b. Investigating crimes that occur within the school or on some other school property; and
    - c. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus.
  - C. The term of this Contract starts on August 15, 2022 and runs through June 30, 2024.
  - D. CCBOE and Contractor further agree that the SRO provided by Contractor are not employees of the CCBOE nor are they agents for any purpose in the performance of their duties.
  
2. Obligations of CCBOE. The CCBOE agrees to pay Contractor a total not to exceed \$75,000 per year. CCBOE will compensate Contractor at the following rates and in the following manner for the services rendered by the SRO:
  - A. The total cost to the CCBOE for the services provided pursuant to this Contract shall not exceed a total of the base salary, benefits, and necessary equipment for one (1) law enforcement officer; however, in no event shall the value of this contract exceed \$75,000.00 per year.
  - B. Payments shall be made by the CCBOE upon receipt of a yearly invoice from Contractor.
  - C. Should Contractor be unable to or otherwise fail to provide the services specified, Contractor will refund a pro rata share of the payment per officer based on 10-month school year.

- 3. Project Coordinator. Rodney Borders is designated as the Project Coordinator for the CCBOE. The Project Coordinator shall be the CCBOE’s representative in connection with Contractor’s performance under this Contract. The CCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
- 4. Contractor Supervisor. Boiling Springs Police Chief is designated as the Contractor Supervisor for Contractor. The Boiling Springs Police Department has complete discretion in replacing the Contractor Supervisor with another person of its choosing. The Contractor Supervisor is fully authorized to act on behalf of Contractor in connection with this Contract.
- 5. Termination for Convenience. This Contract may be terminated by either party, without cause, so long as the party wishing to terminate provides the other party with a minimum of ninety (90) days written notice at the address listed immediately below:

**CCBOE**  
Dr. Stephen Fisher  
Superintendent  
Cleveland County Schools  
400 West Marion Street  
Shelby, NC 28150

**Contractor**  
Nathan Phillips, Police Chief  
P.O. Box 1014  
Boiling Springs, NC 28017

If CCBOE wishes to terminate in accordance with this section of the Contract, Contractor shall be paid in an amount, which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated by this Contract.

- 6. Termination for Default. The CCBOE may terminate this Contract immediately and without prior notice upon breach of this Contract by Contractor. However, CCBOE must provide Contractor with subsequent written notice that it has exercised its right to terminate the Contract within ten (10) calendar days of termination.
- 7. Contract Funding. It is understood and agreed between the parties that the payment obligation of the Board under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
- 8. Accounting Procedures. Contractor shall comply with accounting and fiscal management procedures prescribed by the CCBOE to apply to this Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
- 9. Improper Payments. Contractor shall refund to the CCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by CCBOE was illegal under any applicable law, regulation, or procedure. Contractor shall make such

refunds within thirty (30) days after the CCBOE notifies Contractor in writing that a payment has been determined to be illegal.

10. Mutual Indemnification. The CCBOE shall indemnify and hold harmless Contractor, its officers, employees, agents, and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from the CCBOE's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of the CCBOE or its officers, employees, or agents. Contractor shall indemnify and hold harmless the CCBOE or its officers, employees, or agents and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from Contractor's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of Contractor or its officers, employees, or agents.
11. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the CCBOE.
12. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
13. Contract Modifications. This Contract may be amended only by written amendment duly executed by both the CCBOE and Contractor. However, minor modifications may be made by the CCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the CCBOE without increasing the cost, or reduce the total cost quality of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with this Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
14. Taxes and Insurance. Contractor shall pay all federal, state, and FICA taxes, and maintains minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
15. Relationship of the Parties. Contractor is an independent contractor and not an employee of the CCBOE. The conduct and control of the work will lie solely with Contractor. This Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between Contractor and the CCBOE. Contractor's employees shall remain subject to Contractor's exclusive control and supervision, which is solely responsible for their compensation.

16. Advertising. The Contract will not be used in connection with any advertising by Contractor without prior written approval of the CCBOE.
17. Conflict of Interest. Contractor shall not permit any member of the CCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, either for it or for those with whom it has family or business ties during or at any time within three years after the termination of such person's engagement by the CCBOE. Contractor shall cause this section to be included in all Contracts, subcontracts, and other agreements related to this Contract.
18. Monitoring and Evaluation. Contractor shall cooperate with the CCBOE, or with any other person or agency as directed by the CCBOE, in monitoring, inspecting, auditing, or investigating activities related to this Contract. Contractor shall permit the CCBOE to evaluate all activities conducted under this Contract.
19. Financial Responsibility. Contractor is financially solvent and able to perform under this Contract. If requested by the CCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the CCBOE's Finance Officer.
20. Mediation. If a dispute arises out of or relates to this Contract, or the breach of this Contract, and if the dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute via mediation administered by the American Arbitration Association under its Commercial Mediation Rules prior to resorting to litigation.
21. No Third Party Benefits. This Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
22. Confidentiality of Student Information. If, during the course of Contractor's performance of this Contract, Contractor obtains any information pertaining to any student's official school records, Contractor agrees that this Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records under state and federal law and the policies of the CCBOE.
23. Enforceability. This Contract shall not be enforceable unless signed by the Chairman of the CCBOE (or his/her designee) and the Superintendent of Cleveland County Schools.
24. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This

document (including exhibits, if any) any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

- 25. Annual Safety Measures. Contractor shall conduct an annual check of all sworn law enforcement officers assigned as School Resource Officers on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Contractor shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
- 26. Controlling Document in Event of Conflict. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the most recently executed School Resource Officer Memorandum of Understanding (MOU) between the CCBOE and the City of Boiling Springs. In the event of any conflict between this Contract and the MOU, the terms and conditions of MOU shall control.
- 27. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract, will be determine in Cleveland County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]  
[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year indicated below.

**CLEVELAND COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Chairman, CCBOE

By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

**TOWN OF BOILING SPRINGS/ BOILING SPRINGS POLICE DEPARTMENT**

By: \_\_\_\_\_  
Town Manager, Boiling Springs

By: \_\_\_\_\_  
Police Chief, Boiling Springs

Date: \_\_\_\_\_

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

\_\_\_\_\_  
CCBOE Finance Officer

\_\_\_\_\_  
Date

**ADDENDUM A**

**Minimum Insurance Requirements**

1. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury	Statutory Limits
Part B By Accident	\$500,000 each accident
By Disease	\$500,000 policy limit
	\$500,000 each employee

2. Public liability and Property Damage Insurance - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

3. Law Enforcement Professional Liability in the amount \$2,000,000 combined single limits.

4. Certificates of Insurance acceptable to the School System shall be filed with the School System prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the School System, and that the Cleveland County Board of Education is named as additional insured on general liability.

5. Comparable self-insurance is acceptable in lieu of the preceding requirements.

6. Comply with the Affordable Care Act and accompanying Internal Revenue Service and Treasury Department Regulations.



THE CLEVELAND COUNTY BOARD OF EDUCATION  
AND  
THE TOWN OF BOILING SPRINGS/BOILING SPRINGS POLICE DEPARTMENT

CONTRACT FOR SERVICES

This Contract is made, entered into, and intended to take effect this the 12th day of August, 2021 by and between the Cleveland County Board of Education (the "CCBOE") and the Town of Boiling Springs (the "Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor. Contractor agrees to provide services or goods as follows:
  - A. Contractor will supply the services of one (1) sworn law enforcement officer to serve as School Resource Officer for the 2021 through 2024 school year. This officer shall be assigned full-time to provide equitable services to the following schools: Boiling Springs Elementary and Springmore Elementary.
  - B. Contractor shall be responsible for the control and supervision of the SRO who will provide law enforcement services to the above schools and school communities as their primary assignment. The SRO will attempt to prevent criminal offenses committed on school property by:
    - a. Patrolling the school campus;
    - b. Investigating crimes that occur within the school or on some other school property; and
    - c. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus.
  - C. The term of this Contract starts on August 12, 2021 and runs through June 30, 2024.
  - D. CCBOE and Contractor further agree that the SRO provided by Contractor are not employees of the CCBOE nor are they agents for any purpose in the performance of their duties.
  
2. Obligations of CCBOE. The CCBOE agrees to pay Contractor a total not to exceed \$204,000 over the term of this Contract. CCBOE will compensate Contractor at the following rates and in the following manner for the services rendered by the SRO:
  - A. The total cost to the CCBOE for the services provided pursuant to this Contract shall not exceed a total of the base salary, benefits, and necessary equipment for one (1) law enforcement officer; however, in no event shall the value of this contract exceed \$204,000 which starts August 12, 2021 and runs through June 30, 2024.
  - B. Payments shall be made by the CCBOE upon receipt of a yearly invoice from Contractor.

- C. Should Contractor be unable to or otherwise fail to provide the services specified, Contractor will refund a pro rata share of the payment per officer based on 10-month school year.
3. Project Coordinator. Rodney Borders is designated as the Project Coordinator for the CCBOE. The Project Coordinator shall be the CCBOE's representative in connection with Contractor's performance under this Contract. The CCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
  4. Contractor Supervisor. Boiling Springs Police Chief is designated as the Contractor Supervisor for Contractor. The Boiling Springs Police Department has complete discretion in replacing the Contractor Supervisor with another person of its choosing. The Contractor Supervisor is fully authorized to act on behalf of Contractor in connection with this Contract.
  5. Termination for Convenience. This Contract may be terminated by either party, without cause, so long as the party wishing to terminate provides the other party with a minimum of ninety (90) days written notice at the address listed immediately below:

CCBOE

Dr. Stephen Fisher  
 Superintendent  
 Cleveland County Schools  
 400 West Marion Street  
 Shelby, NC 28150

Contractor

Nathan Phillips, Police Chief  
 P.O. Box 1014  
 Boiling Springs, NC 28017

- If CCBOE wishes to terminate in accordance with this section of the Contract, Contractor shall be paid in an amount, which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated by this Contract.
6. Termination for Default. The CCBOE may terminate this Contract immediately and without prior notice upon breach of this Contract by Contractor. However, CCBOE must provide Contractor with subsequent written notice that it has exercised its right to terminate the Contract within ten (10) calendar days of termination.
  7. Contract Funding. It is understood and agreed between the parties that the payment obligation of the Board under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
  8. Accounting Procedures. Contractor shall comply with accounting and fiscal management procedures prescribed by the CCBOE to apply to this Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

9. Improper Payments. Contractor shall refund to the CCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by CCBOE was illegal under any applicable law, regulation, or procedure. Contractor shall make such refunds within thirty (30) days after the CCBOE notifies Contractor in writing that a payment has been determined to be illegal.
10. Mutual Indemnification. The CCBOE shall indemnify and hold harmless Contractor, its officers, employees, agents, and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from the CCBOE's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of the CCBOE or its officers, employees, or agents. Contractor shall indemnify and hold harmless the CCBOE or its officers, employees, or agents and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from Contractor's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of Contractor or its officers, employees, or agents.
11. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the CCBOE.
12. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
13. Contract Modifications. This Contract may be amended only by written amendment duly executed by both the CCBOE and Contractor. However, minor modifications may be made by the CCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the CCBOE without increasing the cost, or reduce the total cost quality of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with this Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
14. Taxes and Insurance. Contractor shall pay all federal, state, and FICA taxes, and maintains minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
15. Relationship of the Parties. Contractor is an independent contractor and not an employee of the CCBOE. The conduct and control of the work will lie solely with Contractor. This Contract shall not be construed as establishing a joint venture, partnership, or any principal-

agent relationship for any purpose between Contractor and the CCBOE. Contractor's employees shall remain subject to Contractor's exclusive control and supervision, which is solely responsible for their compensation.

16. Advertising. The Contract will not be used in connection with any advertising by Contractor without prior written approval of the CCBOE.
17. Conflict of Interest. Contractor shall not permit any member of the CCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, either for it or for those with whom it has family or business ties during or at any time within three years after the termination of such person's engagement by the CCBOE. Contractor shall cause this section to be included in all Contracts, subcontracts, and other agreements related to this Contract.
18. Monitoring and Evaluation. Contractor shall cooperate with the CCBOE, or with any other person or agency as directed by the CCBOE, in monitoring, inspecting, auditing, or investigating activities related to this Contract. Contractor shall permit the CCBOE to evaluate all activities conducted under this Contract.
19. Financial Responsibility. Contractor is financially solvent and able to perform under this Contract. If requested by the CCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the CCBOE's Finance Officer.
20. Mediation. If a dispute arises out of or relates to this Contract, or the breach of this Contract, and if the dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute via mediation administered by the American Arbitration Association under its Commercial Mediation Rules prior to resorting to litigation.
21. No Third Party Benefits. This Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
22. Confidentiality of Student Information. If, during the course of Contractor's performance of this Contract, Contractor obtains any information pertaining to any student's official school records, Contractor agrees that this Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records under state and federal law and the policies of the CCBOE.

23. Enforceability. This Contract shall not be enforceable unless signed by the Chairman of the CCBOE (or his/her designee) and the Superintendent of Cleveland County Schools.
24. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any) any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
25. Annual Safety Measures. Contractor shall conduct an annual check of all sworn law enforcement officers assigned as School Resource Officers on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Contractor shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
26. Controlling Document in Event of Conflict. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the most recently executed School Resource Officer Memorandum of Understanding (MOU) between the CCBOE and the City of Boiling Springs. In the event of any conflict between this Contract and the MOU, the terms and conditions of MOU shall control.
27. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract, will be determine in Cleveland County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]  
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

## ADDENDUM A

## Minimum Insurance Requirements

1. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury	Statutory Limits
Part B By Accident	\$500,000 each accident
By Disease	\$500,000 policy limit
	\$500,000 each employee

2. Public liability and Property Damage Insurance - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

3. Law Enforcement Professional Liability in the amount \$2,000,000 combined single limits.

4. Certificates of Insurance acceptable to the School System shall be filed with the School System prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the School System, and that the Cleveland County Board of Education is named as additional insured on general liability.

5. Comparable self-insurance is acceptable in lieu of the preceding requirements.

6. Comply with the Affordable Care Act and accompanying Internal Revenue Service and Treasury Department Regulations.

CLEVELAND COUNTY BOARD OF EDUCATION

By: Robert P. Queen  
Chairman, CCBOE

By: [Signature]  
Superintendent

Date: 09/14/2021

TOWN OF BOILING SPRINGS/ BOILING SPRINGS POLICE DEPARTMENT

By: [Signature]  
Town Manager, Boiling Springs

By: [Signature]  
Police Chief, Boiling Springs

Date: 09/27/2021

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

[Signature]  
CCBOE Finance Officer

9/22/21  
Date

PREVIOUS



## SPEED LIMIT RESOLUTION

**Requested Action:** Motion to approve Resolution 220906.01 amending the 25-mph speed limit zone on Na. Main St.

## SUMMARY

In discussions with DOT about installing the crosswalk on N. Main St, we both agreed that the 25 mph speed limit area should be moved further north to take effect sooner instead of right at the crosswalk. To make that move, they need an official resolution from the Town. They will then issue a concurring resolution and move the sign for the 25 mph speed limit zone and the “25 mph speed limit ahead” sign.

## MATERIALS PROVIDED

- **Resolution 220906.01**





THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

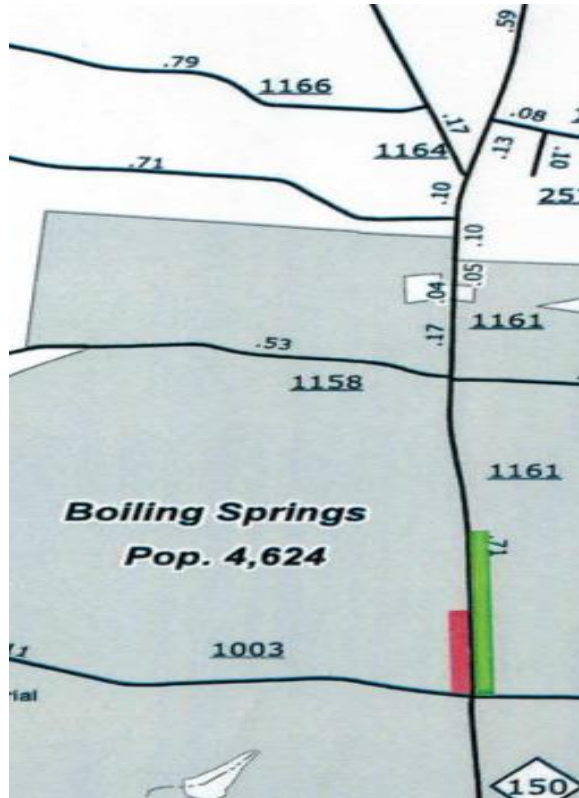
**THE TOWN OF BOILING SPRINGS, NC**  
**TOWN COUNCIL ORDINANCE #220906.01**

**WHEREAS**, Boiling Springs requests the NC Department of Transportation to move the speed limit sign on N. Main St. and;

**WHEREAS**, moving the speed limit sign will allow drivers to reduce their speed before entering downtown and;

**WHEREAS**, increasing the 25-mph zone will make the area and our downtown safer for pedestrians and pedestrian crossings at the nearby crosswalk;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that the 25-mph speed limit sign on SR-1161 be relocated to a point 0.326 miles north of NC-150 as shown in the below map in green.





THE TOWN OF  
**BOILING SPRINGS**  
NORTH CAROLINA

**Adopted this 6<sup>th</sup> day of September 2022.**

X

---

Daniel Thomas  
Mayor

Attest:

X

---

Noah Saldo  
Town Clerk



THE TOWN OF  
**BOILING SPRINGS**  
ONE TOWN • ONE UNIVERSITY • ONE COMMUNITY

**AGENDA ITEM TITLE**

*Mayor: Open Public Hearing  
Staff Report  
Comments from Citizens  
Close Public Hearing*

**Requested Action:** Motion to adopt ordinance 220906.02 amending Article 14 of the Unified Development Ordinance.

**SUMMARY**

In June of this year, the NC Department of Public Safety – Emergency Management division met with Mr. Gibert and Mr. Longino for a Community Assistance Visit. During this visit, they performed a floodplain compliance audit, which consists of a review of our ordinances on floodplains and a presentation on best practices.

Boiling Springs has very little area in flood plains, but we are still required to have ordinances for these areas so that we can participate in the National Flood Insurance Program. The changes to our ordinance were minimal. They included adding in some statutory language about the authority granted to us to enforce these measures and moving the definitions into Article 14 instead of housing them in an appendix. We were found to be in compliance and the representative we met with made the recommendation that those changes be made. Approval of the ordinance will make those changes and will be submitted to the state.

**MATERIALS PROVIDED**

- **Resolution 220906.02**



**THE TOWN OF BOILING SPRINGS, NC  
TOWN COUNCIL ORDINANCE #220906.02**

**WHEREAS**, the Town of Boiling Springs recently had a Community Assistance Visit from the North Carolina Department of Public Safety – Emergency Management division and;

**WHEREAS**, suggestions to changes were made by the National Flood Insurance Program Community Development Planner for the Western Branch and;

**WHEREAS**, these changes will bring our ordinance enforcement more efficient;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that Article 14, Flood Damage Prevention, of the Unified Development Ordinance, be and is hereby amended as follows:

*Insert the following before 14.1:*

**STATUTORY AUTHORIZATION.**

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

*Appendix A.3 shall be relocated to Article 14.10 and titled Definitions.*

**Adopted this 6<sup>th</sup> day of September 2022.**

X

\_\_\_\_\_  
Daniel Thomas  
Mayor

Attest:

X

\_\_\_\_\_  
Noah Saldo  
Town Clerk



## BID FOR DEMOLITION

**Requested Action:** Motion to accept the bid for demolition from Cloninger's and approve budget amendment #BA220906.

## SUMMARY

A couple of months ago, Mr. Chris Martin presented a resolution to you all to demolish what is left of the house at 1425 Patrick Ave. Staff sent out an invitation to bid for the project and received one bid from Cloninger's. It totaled \$4,500 and a budget amendment is attached for this expense. The rubble from this house has been sitting for quite a while and the neighbors would like to see it removed. Staff recommends the bid be accepted and a budget amendment be adopted to clean up this parcel.

## MATERIALS PROVIDED

- **Cloninger's Bid**
- **Budget Amendment**

# BID FORM

To: Town of Boiling Springs  
Attn: Patrick Ave Bid  
PO Box 1014  
Shelby, NC 28017

From: Cloningers, Inc  
136 Ferris Post Rd  
Bessemer City NC 28016  
Jason Cloninger

Demolition and Removal – 1425 Patrick Avenue.

As the undersigned contractor, I have inspected the above referenced house and understand the extent and character of the work to be completed as described in the Invitation to Bid.

I propose to furnish all labor and equipment necessary to accomplish all work as described in the Invitation to Bid. The value of any salvage materials must identified and subtracted from the demolition costs. The successful bidder will be paid for the adjusted costs as shown below:

• Demolition Costs			<u>4500<sup>00</sup></u>
• Value of Scrap Metal	(Deduct)	-	<u>0</u>
• Adjusted Demolition Costs		\$	<u>4500<sup>00</sup></u>

I agree to the attached Terms & Conditions.

Rebecca Cloninger  
Signature

Cloningers, Inc  
Company Name

64057  
License Number

12/31/2022  
Expiration Date

Cloningersinc@bellsouth.net  
Email

704-922-0236  
Phone

## SERVICE CONTRACT AND INDEMNITY AGREEMENT

Town of Boiling Springs, North Carolina (hereinafter "Town") agrees to secure the services of the company or individual (hereinafter "Contractor") indicated in the signature section below to provide labor for a particular job or services of a limited special nature. The Contractor has been offered contract work by the Town and the work will be performed at site(s) owned or operated by the Town. Prior to signing contract and prior to commencing services, Town and Contractor have provided a jointly completed "Worker Status Determination Report" and "Vendor Registration Form" for inspection by qualified staff. In consideration of the foregoing premises, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### TERMS AND CONDITIONS

1. **Services:** The services to be performed by the Contractor shall be as described in documents attached hereto and incorporated herein by this reference. The work shall include all labor and materials which will be paid by the Contractor and necessary for completion of the work. Label attached documents sequentially beginning with Attachment 1. If more than two documents are attached, provide as Attachment 1 a list that identifies all documents attached and remaining documents shall be sequentially numbered.
2. **Payment:** The Contractor will be paid as outlined in attached documents.
3. **Warranty:** The Contractor shall and hereby does warranty all workmanship and materials for up to at least one year after completion of the project. Any materials, equipment, or workmanship discovered to be inferior, or which fails to perform as reasonably expected shall be repaired or replaced by the Contractor, at the Contractor's expense, within a reasonable time period of the Contractor being notified of such discovery.
4. **Independent Contractor:** The Contractor agrees that he/she is an "independent contractor" not under the control or supervision of the Town and, therefore, not eligible for Town employee benefits (such as health insurance and workers' compensation insurance). The Town's health insurance policy and workers' compensation insurance will not cover the Contractor in the event of sickness, illness, injury, or accident. The personnel policies of the Town do not apply to the Contractor. The Contractor does not make this agreement under any duress.
5. **Taxes/Withholdings:** The Contractor is responsible for all federal and state employment taxes or other required withholdings. The Town will not pay on the Contractor's behalf any federal or state income tax, social security tax, or any other withholding tax or benefit.
6. **IRS Form 1099:** The Contractor will not be required to fill out an application for employment. The Contractor will not be provided a W-2 form, but the Contractor's pay will be reported to the IRS. The Town will provide an IRS Form 1099 at the end of the calendar year to each Contractor per IRS rules and regulations.
7. **Limited Need for Services:** As an "independent contractor", the Contractor's services may be needed for a limited time and the need may end at any time for any reason.
8. **Compliance with Applicable Laws:** The parties to this Contract agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of this contract. The Contractor shall perform the work as provided for by the contract in compliance with all applicable federal, state and local regulations and laws including, but not limited to, the OSHA standards set and enforced by the Department of Labor, minimum hour and wage regulations, equal opportunity employment laws, confidentiality, state incorporation laws, state rules concerning the collection and reporting of sales and use taxes, restriction against officers and employees of the Town deriving personal benefit(s) from the Contractor, disclosure of lobbying activities, etc. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent local government ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.
9. **Insurance and Bonding:** Prior to commencing services and throughout the term of this agreement, the Contractor and all subcontractors shall maintain in force adequate applicable

insurance coverage for property and general liability, malpractice, workers compensation, and vehicle liability. When the minimum required insurance is determined to be insufficient, the Contractor will maintain in force insurance reasonably appropriate to the work to be undertaken by the Contractor. When exempt from workers compensation or other insurance coverage, the Contractor shall provide documented proof of exemption. Further, the Contractor agrees to provide a Certificate of Liability to the Town for all applicable insurance coverage.

10. **Indemnity:** To the fullest extent permitted by law, the Contractor agrees to and hereby does indemnify, defend, and hold harmless the Town and Town's officers, agents, and employees from and against any and all losses, costs, damages, obligations, and expenses incurred by the Town (including, without limitation, attorney's fees) that arise in connection in any way, directly or indirectly, associated with the work to be performed by the Contractor or any of its agents, subcontractors, and employees (including, without limitation, any claim for personal injury, death, sickness, or disease, or payment arising from an employee of Contractor, any sub-Contractor or any other party), whether in any event such claim arises prior to completion of and payment for the contracted work or thereafter.

11. **Damage to Town Property:** The Vendor shall be responsible for any damage to or loss of the Town's equipment or facilities arising out of an act or omission of the Vendor or its authorized user and deemed reasonable by either (1) both Town and Contractor, (2) mediator, or (3) court/judge.

12. **Additional Terms:** The Contractor hereby also formally agrees to the entire set of general terms and conditions at <http://www.ccncgov.com/FinanceD/vendors.html>, which aids the Town in its efforts to comply with federal rules and regulations.

13. **Amendment of the Contract:** No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. On behalf of the Town, both the Authorized Town Department Representative and the Town Finance Director must sign and a board chairperson may also be required to sign. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

14. **Complete Agreement:** This Contract and all attachments constitute the complete agreement and understanding between the parties. All prior and coexisting agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this contract if they alter, vary, or contradict this Contract.

**SIGNATURE SECTION**

1. **Subject to Contractor Approval:** On behalf of the Contractor, please indicate consent to these terms and conditions by signing and completing the lines below.

Cloningers, Inc

Printed Name of Company or Individual

Rebecca Cloninger Rebecca Cloninger 8/29/22

Authorized Representative: Signature / Printed Name / Date

2. **Subject to Board Approval:** On behalf of the Town of Boiling Springs NC, the Order to demolish this dwelling was approved on June 7, 2022.

\_\_\_\_\_  
Clerk to the Town Council: Signature / Seal



**TOWN OF BOILING SPRINGS  
BUDGET ORDINANCE AMENDMENT #BA220906**

**WHEREAS**, the Town Council of the Town of Boiling Springs adopted a budget ordinance on June 7, 2022 which established revenues and authorized expenditures for fiscal year 2022-2023; and

**WHEREAS**, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the Town’s budget to appropriate funds for the demolition of the remainder of the burned dwelling located at 1425 Patrick Avenue;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the Town Council of the Town of Boiling Springs that the budget ordinance as adopted on June 7, 2022 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues	
	Fund balance appropriation	<u>Increase</u> <u>\$ 4,500</u>
 <u>Section 2.</u>	 Expenditures	
	Contracted services-GF Administration	<u>Increase</u> <u>\$ 4,500</u>

This the 6<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Daniel Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Noah Saldo, Town Clerk



## DISCUSS LIVESTOCK ORDINANCE

**Requested Action:** Provide feedback and staff will craft a formal ordinance revision and bring it back for final approval.

## SUMMARY

At the July meeting of the Board of Planning and Adjustment, Mr. Thom Bates requested that staff investigate revisions to our Code of Ordinances around farm animals or livestock stemming specifically from a complaint around the keeping of chickens.

Boiling Springs' current ordinances address dogs ([Chapter 92](#)) and defer to the Cleveland County [ordinance](#). Our ordinances do address "loud birds" in [Chapter 91](#), but that's the extent of it. The County would be able to enforce an ordinance around poor standards of living for the animals and nuisance animals but does not have provisions for limiting the number of animals.

After reviewing ordinances from other towns and hearing feedback from the Planning Board, the staff's recommendation leans toward a broader approach that would require '*animals be contained and not a nuisance to the community.*' A more specific ordinance could cause issues with multiple scenarios, for example:

- An ordinance that ties property size to the number of animals could cause a conflict if a neighbor has a smaller lot and is required to have different regulations (i.e. 0.9 acres versus 1.1 acres)
- If we make it specific to one animal, we may end up with a similar problem with a similar animal
- Does the number of animals lead to an arbitrary limit? (i.e. are 5 St. Bernard dogs different from 5 Chihuahua dogs)

Below are several bullet-points that staff has considered important and applicable to our town when reviewing other ordinances. A summary of the research we've conducted so far is included as well. Additionally, you'll find the full text of each city we've reviewed for your reference.

- Rules on limiting the number of animals should most likely apply to lot sizes and could potentially apply to certain zoning districts. We have existing properties in town that have several animals but also have 10+ acres.
- Staff recommends the language be more general in nature so that it can cover a broad scope of animals, but apply more specific standards when applicable (i.e. parcel size, "livestock", health and safety, animal welfare, adequate habitable space, etc.)
- Buffering requirements could be implemented to keep the containment areas for animals further away from adjacent homes/buildings



- General limit on the number of livestock within the city limits
  - o Could reference non-traditional pets or non-pet animals
- Should prohibit no commercial purposes within city limits
- Could be a more general “conditions that constitute a public nuisance” prohibition

**Planning Board comments:**

- Acreage limits the number of animals
- Enclosure/containment should be included in the ordinance
- Commercial operations should not be allowed on residential properties
- Noise
- Nuisance/smell
- Buffering requirements so that spaces for animals are kept further away from property/buildings
- Retroactivity should be considered as a stipulation of the ordinance
- A limit on the number of animals should be considered
- Enforcement regulations should be clearly outlined for offenses

**MATERIALS PROVIDED**

- **Summary of ordinances**
- **Full text of ordinances**

## Summary of Researched Livestock Ordinances

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### 1. Glen-Alpine

Unlawful to have livestock on less than 10 acres of land, must have 200ft buffer between livestock and property line. Pens, coops, and/or enclosures of livestock must always be clean and cannot be within 200ft of a school, church, or Sunday school. You cannot maintain poultry for sale; however, dealers keeping fowl needed in daily business are allowed to have chickens for commercial use, and flock still cannot be greater than 20 chickens at any one time.

### 2. Momeyer

No pens closer than 500ft from buildings used for human habitation unless a special use permit has been issued. Board of adjustment must issue permit. All livestock must be penned. There is a special provision for clubs like 4H, they can raise animals for showing. Noise from animals shall not disrupt “the activities of the adjacent land uses”.

### 3. Woodfin

No non-fowl animals allowed in town on land less than an acre. 1 acre = 2 animals, 2 = 4, etc. Does not apply to fairs or the keeping of house pets. Have separate sections for fowl and poultry. Must get a permit to keep chickens outside but is not required for those keeping chickens for agricultural purposes or fowl “exclusively housed in its owner’s residence”. Permit must be renewed annually but at no cost. Town inspects property before giving permit. Pen must be 25+ feet from the property line and no more than 20 fowl per acre. Newly annexed lands have 90 days to come into compliance with Woodfin’s livestock and animal ordinances.

### 4. New Bern

No cows, goats, etc. in city limits unless animal is housed in a barn, shelter, etc. at least 200 ft from nearest human dwelling. Bizarrely excludes pigs weighing no more than the largest dog species kept in doors as pets. Specifically, cannot have fowl at-large, no more than 10 fowl on property inside city limits, minimum of 30ft from nearest non-owner residence. Coops “may not be kept between the street and a line drawn parallel to the street facing the walls of a residence”. Totally unlawful to keep livestock inside city limits for commercial purposes.

### 5. Oxford

Unlawful to have livestock within city limits. If fowl are running at large within the town, perhaps from a property outside of town, owners of the chickens have 3 days to fix, or the chief of police can “destroy” the fowl.

### 6. Thomasville

May keep poultry but not at-large, must be 50+ feet from buildings, and coops must be clean. Officers may, at any time, be permitted to enter the property to check the poultry or fowl.

### 7. Four Oaks

Broad prohibition against “non-pet animals” within city limits.

### 8. Lincolnton

Keeping of livestock is prohibited within corporate limits. Unlawful to keep ducks, geese, guinea, roosters, or other domestic fowl in the city; but, residents of single-family homes may keep hens if the

parcel is greater than 1/3<sup>rd</sup> of an acre. 5 hens are permitted parcels between 1/3 and ½ acres and a maximum of 10 hens on parcels greater than ½ an acre. No at-large animals. Coops must be 15 feet from all property lines, at least 50 feet from the nearest residence other than the owner and “may not be located between the street and a line drawn parallel to the street facing walls of a residence”. After an area is annexed, it may continue to operate as before but may not expand or enlarge the activity.

### **9. Shelby**

Only limit on livestock and fowl is a requirement to not let them run at large.

### **10. Forest City**

Prohibits vicious, dangerous and potentially dangerous animals, animals that cause a public nuisance (with, but not limited to, 10 examples of what constitutes a public nuisance). Their public nuisance sections focus on dogs rather than livestock or non-traditional pets. Forest City does not allow the keeping of “farm animals” on property less than 1 acre. For cows and horses, the maximum population should not exceed 1 per acre. For hogs, goats, sheep or fowl they must be kept at least 200 feet from any public street or dwelling which is part of the one-acre property. Sec. 3-31 has rules on maintenance of pens, coops, etc. where fowl are kept to limit smells, manure accumulation, and fly breeding between April 15 and November 1 each year (fly breeding period). Fowl specifically have a section stipulating that may not run at large.

### **11. Cherryville**

No prohibition on fowl or poultry within city limits only on horse, pony, or donkey lots. No animals may run at large or be grazed on any streets or public places.

### **12. Rutherfordton**

Broadly prohibits the keeping of livestock in city limit. Unlawful to have roosters or “male chickens”, and hens may only be kept if they do not run at large, their enclosure is in the backyard of the residence “and/or in such a manner that the enclosure is not visible from the road or street”, it is more than 50 feet from any well, spring, or other water source, more than 50 feet from any drain, sewer, or gutter and more than 50 feet from the boundary of any adjoining property (unless under common ownership). Further, no more than four hens may be kept, no slaughtering of chickens outside, enclosure must be maintained “in a neat and clean condition. . . to prevent offensive odors”. They have separate sections for keeping equine animals, sheep, or goats and limits their ownership to parcels greater than 2 acres. They have a scale from 2 to 10+ acres to determine how many animals are allowed. Repeats language of fowl rules above on enclosure distance from property line, drains, water sources, etc. to make it apply to livestock.

# 1. Glen Alpine

## Chapter 3 - ANIMALS AND FOWL

**State Law reference-Authority** to regulate domestic animals, G.S. § 160A-186; authority to prohibit abuse of animals, G.S. § 160A-182; authority to create bird sanctuary, G.S. § 160A-188; authority to tax animals, G.S. § 160A-212; authority to establish animal shelters, G.S. § 160A-493; authority to regulate dangerous animals, G.S. § 160A-187; rabies control, G.S. § 130A-184 et seq.

### ARTICLE I. - IN GENERAL

#### Sec. 3-1. - Bird sanctuary-Designated.

The area embraced within the corporate limits of the Town and the lands owned and leased by the Town is hereby designated as a bird sanctuary.

#### Sec. 3-2. - Same-Trapping, hunting, etc., birds within area.

It shall be unlawful for any person to trap, hunt, shoot or otherwise kill, within the sanctuary established by Section 3-1, any wild bird; provided, that it shall be lawful to trap Starlings or other similar birds or fowl when such birds or fowl are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to health or property.

#### Sec. 3-3. - Same-Signs giving notice of provisions.

The bird clubs of the Town are hereby granted permission to erect such artistic signs, giving notice of the regulations provided in sections 3-1 and 3-2, at such places and of such design as may be approved by the Planning Board.

#### Sec. 3-4. - Keeping of livestock.

- (a) It shall be unlawful for any person with less than ten acres of land to keep, harbor or maintain swine, horses, mules, cattle, goats, sheep or other domestic animals classified as "livestock" within the corporate limits.
- (b) Except for the keeping of swine, this section does not apply to the owner or occupant of any parcel of land consisting of at least ten acres of land provided the land is contiguous, and providing the owner maintains a 200-foot buffer between the livestock and all adjoining property lines. Excluding the buffer area, not more than one animal classified as livestock may be maintained for each two acres of land inside the buffer area.
- (c) It shall be unlawful for any person to keep, harbor, or maintain any swine or rooster within the Town.

#### Sec. 3-5. - Livestock at large.

It shall be unlawful for any person to permit any horse, cow, mule, sheep, goat or other livestock owned or controlled by such person to run at large within the Town.

#### Sec. 3-6. - Vicious or dangerous animal at large.

No person owning or having the custody of any vicious or dangerous dog or other animal shall allow such dog or other animal to run at large.

**State Law reference-** Female dogs in heat at large, G.S. § 67-2; allowing dogs to run at large at night, G.S. § 67-12; authority to regulate dangerous animals, G.S. § 160A-187; confinement or leashing of vicious animals, G.S. § 130A-200.

Sec. 3-7. - Domestic fowl at large.

It shall be unlawful for the owner or person having custody of any turkeys, geese, ducks, chickens, pigeons, roosters or other domestic fowl to permit the same to run at large in the Town.

Sec. 3-8. - Pens and enclosures—Cattle, etc.; cleanliness.

Every stable or other place where cattle, horses or other animals are kept in the Town shall be maintained at all times in a clean and healthful condition.

Sec. 3-9. - Same—Poultry; proximity to church or school.

No person shall open, maintain, operate or conduct, within 200 feet of any church or Sunday School or any public school building in the Town any poultry yard or poultry house or carry on any poultry business, wherein is kept live chickens, ducks, geese, turkeys or other fowl for sale, barter or exchange, nor shall any person buy and sell live chickens, ducks, geese, turkeys or other fowl or unload the same or place the same within any building within 200 feet of any church, Sunday School, or public school. This section shall not prohibit retail or other dealers keeping on hand such fowl as are needed in their daily business, not exceeding, however, 20 at any one time.

**Cross reference**— For zoning generally, see Appendix A.

It shall be the duty of the Animal Control Officer to seize and impound any dog, horse, mule, cow, sheep, goat or other animal which is running at large. A fee of fifty (\$50.00) dollars for capture of the animal, and any charges of the Animal Shelter may charge.

**State Law reference**— Authority to establish animal shelter, G.S. § 160A-493.

Sec. 3-11. - County's animal control ordinance; adopted by reference.

The County's animal control ordinance is hereby adopted by reference to include all amendments and updates made in the future and is on file in the office of the Town Administrator. Pursuant to G.S. 153-A-122, the Animal Control Ordinance adopted by Burke County on August 6, 2019, shall be applicable within the Town of Glen Alpine municipal limits and enforced within the Town of Glen Alpine by proper officers and employees of the County of Burke according to the terms of the County's ordinance and pursuant to G.S. 153-A-123.

Sec. 3-12. - Animal Control Officer.

The provisions of this Ordinance shall be enforced by an Animal Control Officer. The Town Board of Aldermen is hereby authorized to appoint one or more Animal Control Officer, or to contract with Burke County or any other governmental unit for the provision of services on an Animal Control Officer within the Town of Glen Alpine. The Town may designate any such Animal Control Officer as an officer with police powers.

Sec. 3-13. - Authority of Police Officers.

Members of the Police Department of the Town of Glen Alpine shall be empowered to perform the duties of the Animal Control Officer.

Sec. 3-14. - Responsibility of Owner.

Owners of animals are responsible for the acts of their animals. The owner of any animal which commits a nuisance upon the property of another person, or which damages another person's property or person, is fully responsible and accountable for those acts. Nothing in this Ordinance shall change of affect or limit such liability or responsibility.

Sec. 3-15. - Inoculation.

No dog or cat shall be permitted within the corporate limits of the Town unless it shall have been inoculated against rabies as required by the General Statutes of North Carolina, and proof of such inoculation shall be attached to said dog or cat.

Sec. 3-16. – Obstruction or Interference with Animal Control Officer.

It shall be unlawful for any person to obstruct or interfere with in any way the performance by any Animal Control Officer of his or her duties under this Ordinance. It shall be unlawful for any person to obstruct or interfere with in any way the impoundment of any dog or cat found in violation of the provisions of this Ordinance. It shall be unlawful for any person to release, or attempt to release, any dog or cat which has been impounded, without having met the requirements of this Ordinance for such release.

3-17—3-30. - Reserved.

## ARTICLE II. - ABATEMENT OF NUISANCES

**State Law reference**— Authority to abate nuisances, G.S. §§ 160A-174, 160A-175, 160A-192, 160A-193.

Sec. 3-31. – Definitions

The following words, whenever they are used in this article, shall be deemed to have the following meanings:

*Animal Control Officer.* The person or persons employed by the County or Town as its enforcement officer(s), either full-time or designated temporarily.

*Animal Services Director.* The person designated by the Burke County Board of Commissioners and the County Manager in Burke County and where appropriate, his or her designee, charged with the responsibility, discretion and authority to interpret, implement and enforce the animal services programs in Burke County. The animal services director is the person charged with the supervision, administration, and operation of the Burke County Animal Services Center; and who has final determination on the care, treatment, control, impounding, and disposition of animals.

*At large.* Any animal shall be deemed to be at large when it is not under restraint and is off the property of its owner or keeper.

*Owner.* Any person, groups of persons, or corporation that owns, keeps, or harbors a dog or dogs or other animals.

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

- (1) Confined in a fenced enclosure, building, or house and unable to escape.
- (2) Restricted by leash, chain, rope, or similar device under the control of the owner or keeper.
- (3) Confined within a vehicle and unable to escape.
- (4) Under voice command of the owner, or other persons and the animal is expected to obey the voice command.

Sec. 3-32. - Conditions declared to constitute public nuisance.

The existence of any of the following conditions within the corporate limits is hereby declared to be dangerous and prejudicial to the public health, welfare or safety and to constitute a public nuisance; any animal or groups of animals which:

- (1) Is found at large and off the property of its owner or keeper and not under physical restraint;
- (2) Damages, soils, or defiles person or property of anyone other than its owner;
- (3) Is vicious, or interferes with, molests, or attacks persons or other animals;
- (4) Causes fouling of the air by odors;
- (5) Causes unsanitary conditions of enclosures or surroundings;
- (6) By virtue of number or type is offensive or dangerous to the public health, safety, or welfare;



- (7) Excessively makes disturbing noises;
- (8) Is diseased and dangerous to the public health;
- (9) Chases, snaps at, harasses, or impedes pedestrians, bicyclists, or vehicles.

Sec. 3-33. - Running at-large prohibited.

Animals shall not be permitted to run at-large within the Town of Glen Alpine municipal limits.

Sec. 3-34. - Impoundment.

Animals found running at large shall be taken up by either the Burke County Animal Control Officer or designated Town official, and impounded in a properly designated facility.

Sec. 3-35. - Investigation.

The Town Administrator, upon notice from any person of the possible existence of any of the conditions described in section 3-32, shall cause to be made by the appropriate County Health Department official, or designated Town official, such investigations as may be necessary to determine whether conditions exist which may constitute a public nuisance as declared in section 3-32.

Sec. 3-36. - Right of Animal Control Officer to enter for inspections, etc.

(a) Whenever it is necessary to make an inspection to enforce any of the provisions of or perform any duty imposed by this chapter, or other applicable law, or whenever the Animal Control Officer or designated Town official has reasonable cause to believe that there exists in any building or upon the premises any violation of the provisions of this article or other applicable law, the Animal Control Officer or his authorized representative is hereby empowered to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the Animal Control Officer or designated Town official by this article or other applicable law, but only if the consent of the occupant or owner of the property is freely given or a search warrant is obtained as hereinafter provided:

- (1) If such property is occupied, he shall first present proper credentials to the occupant and request entry, explaining his reason therefor;
- (2) If such property is unoccupied, he shall first make a reasonable effort to locate the owner or other person having charge or control of the property, present proper credentials and request entry, explaining his reasons therefor; and
- (3) If such entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the animal control officer or designated Town official shall obtain a warrant to conduct a search or inspection of the property.

(b) Notwithstanding any other provision of this article, the Animal Control Officer or designated Town official shall have the authority to enter upon any property to enforce the provisions of this article, or other applicable law if a violation of such law is being committed in the presence of such officers. "Committed in the presence of such officers" shall not be construed to refer to any alleged violation of this article or other applicable law which is committed within any building or other enclosed structure unless such officer is also lawfully within such building or enclosed structure. The Police Department will assist the Burke County Animal Control Officer and the designated Town official when necessary.

Sec. 3-37. - Notice to owner; hearing.

If it appears that such conditions exist, the Town Administrator shall cause to be delivered or mailed to the owner of the property upon which the conditions exist, or the owner of the animal, a notice stating the reasons why the conditions may constitute a violation and giving 48 hours from the time of notification to abate the violation. The owner or any parties in interest shall have the right to file an answer to the notice and request a hearing before the Town Administrator and to appear in person, or otherwise give evidence at the place and time fixed in the notice. The hearing will be held before the Town Administrator at a place therein fixed and such hearing is to be held in not less than ten, nor more than 30 days after the delivery or mailing of the notice. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in such hearings.

Sec. 3-38. - Notification of public nuisance conditions; order to abate.

If, after a hearing, a determination is made that such conditions, constituting a public nuisance, exist, the Town Administrator shall notify, in writing, the owner of the premises in question, or the owner of the animal, of the conditions constituting such public nuisance and shall order the prompt abatement thereof within 15 days from the receipt of such written notice.

Sec. 3-39. - Failure to abate nuisance; removal by Town.

If the owner, having been ordered to abate or remove the condition constituting the nuisance within 15 days from receipt of the order, [fails to do so], the Town Administrator shall cause the condition to be removed or otherwise remedied by having employees of the Town to go upon the premises and remove or otherwise abate such nuisance under the supervision of an officer or employee designated by the Town Administrator. Any person who has been ordered to abate a public nuisance may, within the time allowed by this article, request the Town in writing to remove such condition, the cost of which shall be paid by the person making such request.

Sec. 3-40. - Cost of abatement to be borne by owner.

- (a) *Statement of charges mailed to owner; when due and payable.* The actual cost incurred by the Town and/or the County in removing or otherwise remedying a public nuisance shall be charged to the owner of such lot or parcel of land or animal, and it shall be the duty of the Town Administrator to mail a statement of such charges to the owner or other person in possession of such premises with instructions that such charges are due and payable within 30 days from the receipt thereof.
- (b) *Unpaid charges to become lien; collected as unpaid taxes.* In the event charges for removal or abatement of a public nuisance are not paid within 30 days after receipt of a statement or charges as provided in subsection (a), such charges shall become a lien upon the land or premises where the public nuisance existed and shall be collected as unpaid taxes, as provided in G.S. § 160A-193.

Sec. 3-41. - Impoundment and disposition.

General regulation.

Any animal which appears to be lost, stray, unwanted, or which is found not wearing a valid rabies vaccination tag as required by state law or this chapter, and not under restraint in violation of this chapter, shall be impounded by the animal control division by any means necessary and confined in the county animal services center in a humane manner. Impoundment of such animal shall not relieve the owner thereof from any penalty which may be imposed for violation of this chapter. All impounded animals will be scanned for a microchip to aid in the notification of the legal owner.

Sec. 3-42. - Notice to owner.

Immediately upon impounding an animal, the animal control officer / animal services employees shall make reasonable effort to notify the owner and inform such owner of the impoundment. If the owner is unknown or cannot be located, animal services shall hold the animal for a minimum of 72 hours and then make the animal available for adoption, transferred to a rescue, transferred to a foster or, barring extenuating circumstances pursuant to G.S. 19A-32.1(b)(2), euthanization after the five-day impoundment period.

If an animal shelter transfers possession of an animal under this subsection, at least one photograph depicting the head and face of the animal shall be displayed at the animal services center in a conspicuous location that is available to the general public during hours of operation, and that photograph shall remain posted until the animal is disposed of.

Sec. 3-43. - Redemption by owner.

- (a) The owner of an animal impounded under this article may redeem the animal and regain possession thereof within 72 hours from the time notification of impoundment is given by complying with all applicable provisions of this chapter and paying any necessary veterinary fees and boarding fees set and approved by the County Board of Commissioners.

- (b) No owner may be permitted to adopt his own animal under the provisions of this article in order to reclaim an animal that has been impounded pursuant to state law or this article in order to avoid paying the applicable fees associated.
- (c) The owner of any animal that is turned over to animal services will be able to retrieve the animal after the release form has been signed. The owner will be responsible for paying the \$25.00 handling fee the day that said animal was turned in.

Sec. 3-44. - Adoption or euthanization of unredeemed animals.

- (a) If an impounded animal is not redeemed by the owner within the period described in this article, it shall become the property of the County and will be:
  - (1) Transferred to an approved nonprofit rescue/adoption group registered with the County's animal services division for domesticated animals only, thus excluding wild animals;
  - (2) Offered for adoption to individuals who have paid the current adoption fees; or
  - (2.5) Transferred to an approved foster. If the animal services center places an animal in foster care, the animal services center may, in writing, appoint the person or organization possessing the animal to be an agent of the center. After the expiration of the minimum holding period, the center may (i) direct the agent possessing the animal to return it to the center, (ii) allow the agent to adopt the animal consistent with the center's adoption policies, or (iii) extend the period of time that the agent holds the animal on behalf of the center. The animal services center may terminate an agency created under this subsection at any time by directing the agent to deliver the animal to the center. The animal services center, as principal in the agency relationship, shall not be liable to reimburse the agent for the costs of care of the animal and shall not be liable to the owner of the animal for harm to the animal caused by the agent, absent a written contract providing otherwise.
  - (3) Euthanized in a humane manner after the five-day impoundment period, space permitting and barring extenuating circumstances pursuant to G.S. 19A-32.1(b)(2).
- (b) No animal which has been impounded by reason of its being a stray, unclaimed by its owner, shall be allowed to be adopted from the animal services center during a period of emergency rabies quarantine invoked pursuant to article II of this chapter, except by special authorization of the County Health Director.
- (c) Adoption contract. Any eligible individual adopting a dog or cat from the animal services center shall be required to sign an adoption contract with the animal services center which states that the applicant accepts all ownership responsibilities and liabilities associated with the adoption. Spay and neuter will be mandatory for all animals adopted from the animal services center.  
Any eligible rescue or approved foster accepting an animal from the animal services center shall complete the required transfer contract.
- (d) Exceptions from adoption policy.
  - (1) Animal services may refuse adoption of animal to a person less than 18 years of age.
  - (2) Persons who have previously been cited under this chapter.
  - (3) Person/household that has adopted three animals in a calendar year.
  - (4) Animals that exhibit non-person aggressive behavior will be deemed adoptable with full disclosures made to rescues and potential adopters of the aggression type (i.e., food, territory, small prey, etc.).
- (e) Animals that exhibit fierce, dangerous, or person-aggressive behavior shall not be offered for adoption.

- (f) Any animal officially surrendered by the owner to animal services may be placed for adoption as authorized in this section. No animal will be euthanized prior to the state mandated three-day impoundment period or the County's five-day impoundment period if space is available in the animal services center, barring extenuating circumstances as deemed by the animal services director pursuant to G.S. 19A-32.1(b)(2), which is applicable when "the animal is seriously ill or injured, in which case the animal may be euthanized before the expiration of the minimum holding period if the manager of the animal services center determines, in writing, that it is appropriate to do so. The writing shall include the reason for the determination."
- (g) Any animal impounded that is gravely injured or seriously ill and has no identification can be euthanized in a humane manner pursuant to G.S. 19A-32.1(b)(2). If the animal has identification, an animal control officer or animal services employee shall attempt to notify the owner before euthanizing; but if the owner cannot be reached readily and the animal is enduring prolonged, unnecessary suffering, the animal control officer certified to euthanize or animal services employee certified to euthanize may euthanize the animal in a humane manner.

Sec. 3-41. – Civil Penalties.

- (a) Any person, firm, or corporation violating any provision of this Ordinance shall be subject to the imposition by citation of a Civil Penalty for each such violation in the amount of One Hundred Dollars (\$100.00) which shall be paid in full within seventy-two (72) hours of the service of the citation in accordance with North Carolina General Statute § 160A-175.
- (b) Any person, firm, or corporation violating any provision of this Ordinance shall further be subject to Glen Alpine enforcing the provisions of this Ordinance by applying to a court of competent jurisdiction in the General Court of Justice for equitable relief including, but not limited to mandatory or prohibitory injunctions and/or orders in accordance with North Carolina General Statute § 160A-175.
- (c) Each day of violation shall be considered a separate and distinct offense for the purpose of the enforcement of this Ordinance.
- (d) Failure to make payment and to correct the violation within the Seventy-Two (72) hour period will result in an additional fine of Twenty-five Dollars (\$25.00) per day for a total of Fifteen (15) days. The penalty and delinquent charge may be recovered by the Town in a civil action.
- (e) Violation of this Ordinance shall not constitute a misdemeanor or infraction punishable under North Carolina General Statutes § 14-4.
- (f) After five (5) violations of this Ordinance within one (1) year of receiving the first (1) penalty, owner of the animal will be prohibited from having domestic animals within the corporate limits of the Town or at the same physical address of violations.

## 2. Momeyer

- C. Restricted Activity: Pens, runs, an/or storage located outdoors shall be a minimum of 500 feet from any dwelling or other structure used for human habitation, unless a Special Use Permit to locate such uses closer than 500 feet **has been** obtained. In issuing such a permit the Board of Adjustment shall determine that the design and/or location of the proposed activity is consistent with the adjacent land uses or that it is not likely to disrupt the activities of the adjacent land uses. All livestock must be penned or enclosed and not allowed free range.
- D. Club Activity Provisions: Students who are members of agricultural clubs such as 4H are permitted to raise animals, including swine, for the purpose of showing the animals.
- E. Noise: The amount of noise generated shall not disrupt the activities of the adjacent land uses.

23

### 3. Woodfin

Sec. 6-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Animal shelter* means the place provided and operated for the restraint, care, and disposition of animals, whether such animal shelter is public or private in nature.

*At-large* means off the premises of the owner and not under the control of the owner, a member of his immediate family, or other responsible person, either by leash, cord, or chains.

*Dog* means both male and female, more than six months old.

*Head of household* means the person who maintains the household or, if no one person maintains the household, the head of the household shall be the eldest person residing in the household.

*Impounded* means having been taken or received into the custody of the animal control officer or any authorized representative thereof.

*Owner* means any person, firm, association or corporation owning, keeping, or harboring a dog. For the purpose hereof, the head of a household shall be deemed to be the owner in respect to any dog owned, kept, or harbored on the premises by any person residing in said household.

*Stray* means any dog which does not wear proper identification tags; collar and ID tag, rabies tag and owners name and number.

*Vicious dog* means any dog which has bitten one or more persons without provocation, or one in which a propensity to attack humans exists, and such propensity is known or ought to reasonably be known to the owner.

(Code 1995, § 91.01; Ord. of 8-19-1980)

Sec. 6-2. - Nonapplicable.

This chapter shall not be intended to apply to dogs whose owners are nonresidents temporarily within the town for not more than 30 days, nor to dogs brought into the town for the purpose of participating in any dog show; nor to Seeing Eye dogs properly trained to assist blind persons for the purpose of aiding them in going from place to place.

(Code 1995, § 91.02; Ord. of 8-19-1980)

Sec. 6-3. - Tag and collar.

No owner of a dog shall own, keep or harbor a dog over the age of six months unless it is identified as herein provided. Every owner of a dog over six months shall cause the dog to wear separate identification in the form of an identification tag containing the name of the dog, the dog's owner's name, address, and telephone number. Every owner is required to see that the tag is securely fastened to his dog's chain, collar, or harness, which the dog must wear at all times unless it is accompanied by its owner or is engaged in hunting or some other sport in which a collar might endanger its safety.

(Code 1995, § 91.03; Ord. of 8-19-1980)

Sec. 6-4. - Animal control officer.

The mayor is authorized, in his discretion, to appoint one or more animal control officers. This authority shall include the right to contract with the county for the enforcement of this chapter. This includes the county animal control officers and director of the animal shelter or his agents.

(Code 1995, § 91.04)

Sec. 6-5. - Running at large prohibited.

It shall be unlawful for any owner or keeper of any dog to permit such dog to run at large.

(Code 1995, § 91.05; Ord. of 8-19-1980)

Sec. 6-6. - Impoundment of unidentified dogs.

Any dog found running at large within the town, which dog does not have an identification tag affixed to a collar worn by the dog, shall be deemed to be a stray dog and shall be taken by the animal control officer or his agent and delivered to the county dog shelter. The dog then becomes

the responsibility of the county and its further disposition shall be under the applicable county or state law.

(Code 1995, § 91.06; Ord. of 8-19-1980)

Sec. 6-7. - Impoundment of identified dogs.

Any dog found running at large within the town, which dog is wearing a collar displaying the proper identification tags, shall be apprehended by the animal control officer or his agent and impounded in a pound. The official impounding the dog shall make a complete registry of the dog including breed, color, sex, rabies tag number, and the name and address of the owner.

(Code 1995, § 91.07; Ord. of 8-19-1980)

Sec. 6-8. - Notice to owner.

As soon as he impounds a dog whose owner is known to the animal control officer, the animal control officer or his agent shall mail a certified letter, with return receipt requested, to the owner informing him that his dog has been impounded and how he may regain custody of the dog. In the event the certified letter is returned as undeliverable, the county shall be relieved of all responsibility of contacting the owner of the dog.

(Code 1995, § 91.08; Ord. of 8-19-1980)

Sec. 6-9. - Redemption of impounded dog.

The owner of any dog impounded which contains the proper identification tags of this chapter may redeem such dog by:

- (1) Having the dog duly vaccinated for rabies if it has not been currently vaccinated before the redemption date.
- (2) Paying to the county an apprehension and notice fee imposed by the county.
- (3) Paying an impoundment fee as imposed by the county per day for each day, or portion thereof, which the dog has been impounded.
- (4) Paying such other costs and charges which may, from time to time, be imposed by the county board of aldermen.
- (5) Complying with such rules, regulations, and procedures as may, from time to time



be established by the animal control officer, or his agent, for the orderly operation of the pound.

(Code 1995, § 91.09; Ord. of 8-19-1980)

#### Sec. 6-10. - Unclaimed dogs.

If at the expiration of five days from the date notice is given to the owner of a dog, or five days from the date that the letter is returned undelivered, the dog has not been claimed or redeemed by the owner, the dog shall either be placed for adoption in a suitable home or humanely euthanized.

(Code 1995, § 91.10; Ord. of 8-19-1980)

#### Sec. 6-11. - Protection in lieu of impoundment.

In addition to impounding a properly identified dog found running at large, the animal control officer or his agent may issue to the known owner of the dog a notice of violation of this chapter. The notice shall cite its owner to appear in court to answer to charges of violating this chapter and subject to a fine no less than \$10.00 minimum and cost of court.

(Code 1995, § 91.11; Ord. of 8-19-1980)

#### Sec. 6-12. - Dangerous, fierce, or vicious dogs.

When, in the reasonable judgment of the animal control officer or his agent, it is determined that any dog found running at large is dangerous, fierce, vicious, or represents a threat to the safety or health of members of the public, the dog may be slain by the animal control officer or his agent or by any police officer or other designated official forthwith.

(Code 1995, § 91.12; Ord. of 8-19-1980)

#### Sec. 6-13. - Vaccination.

It shall be unlawful for the owner of any dog to keep, harbor, or maintain any dog unless it shall be vaccinated by a licensed veterinary surgeon or through the county rabies clinic with anti-rabies vaccine as required by the General Statutes of North Carolina and proof of inoculation shall be attached to the collar of the dog.

(Code 1995, § 91.13; Ord. of 8-19-1980)

Sec. 6-14. - Barking, howling or whining dogs.

It shall be unlawful for the owner of any dog to keep, harbor, or maintain within the town any dog that habitually or repeatedly barks, howls, or whines in such a manner or to such an extent that it is a public nuisance. No dog over six months old may run at large at night unless accompanied by its owner, a member of the owner's family, or a person who has the owner's permission.

(Code 1995, § 91.14; Ord. of 8-19-1980)

Sec. 6-15. - Teasing and molesting.

Its shall be unlawful for any person to tease, molest, or in any way bother any dog not belonging to such person or legally under his control.

(Code 1995, § 91.15; Ord. of 8-19-1980)

Sec. 6-16. - Dog care.

It shall be unlawful for any owner to fail to provide his dog with sufficient, good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment. No person shall beat, cruelly ill treat, torment, overload, overwork, or otherwise abuse any dog.

(Code 1995, § 91.16; Ord. of 8-19-1980)

Sec. 6-17. - Abandonment of dogs.

No owner of any dog shall abandon the dog within the town.

(Code 1995, § 91.17; Ord. of 8-19-1980)

Sec. 6-18. - Confinement of female dogs in heat.

The owner of any female dog shall, when such is in heat, confine the dog in a building or secure enclosure in such manner that she will not be in contact with another dog or create a nuisance by attracting other dogs; provided, however, that this section shall not be construed to

prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of an animal being bred.

(Code 1995, § 91.18; Ord. of 8-19-1980)

#### Sec. 6-19. - Muzzling.

Whenever it becomes necessary to safeguard the public from the dangers of hydrophobia (i.e., rabies), the mayor, if he deems it necessary, shall issue a proclamation ordering every person owning or keeping a dog to confine the dog on the owner's premises unless the dog shall be muzzled with a muzzle of sufficient strength to prevent its biting any person.

(Code 1995, § 91.18; Ord. of 8-19-1980)

#### Sec. 6-20. - Leashing.

All dogs are required to be secured on a leash when taken off of the owner's premises.

(Code 1995, § 91.19; Ord. of 8-19-1980)

#### Sec. 6-21. - Responsibility of owners.

Owners of dogs are responsible for the acts of their dogs.

(Code 1995, § 91.20; Ord. of 8-19-1980)

#### Sec. 6-22. - Spaying and neutering requirements; unaltered animals permit required.

No person shall own or harbor any dog or cat over the age of six months that has not been spayed or neutered unless such person holds an unaltered animal permit issued for such animal by the town, or any successor agency authorized by law to issue such a permit, except:

- (1) Persons who own or harbor service dogs or police work dogs;
- (2) Individuals who are non-residents of the county and reside temporarily therein for a period not to exceed 30 days;
- (3) Animal shelters and veterinary hospitals; and
- (4) Persons who own or harbor a dog or cat and who are in possession of a certification signed by a licensed veterinarian stating that such animal is unfit to be

spayed or neutered because such procedure would endanger the life of such animal.

(Code 1995, § 91.21; Ord. of 12-16-2014, § 90.21)

Sec. 6-23. - Obtaining an unaltered animal permit.

- (a) Applicants must apply for permits required by section 6-22 with the town administrator or his designees. The fee for an unaltered animal permit shall be \$100.00. A tag will be issued identifying the animal as an unaltered animal and must be displayed at all times.
- (b) Citations will be issued to owners of unaltered animals not holding a permit. If the animal is altered within 30 days, the citation will be waived. A citation will only be issued under this section if the animal is in violation of another provision of this chapter.

(Code 1995, § 91.22; Ord. of 12-16-2014, § 90.22)

Sec. 6-24. - Animal care.

It shall be unlawful for any person to hoard animals. An owner, a keeper, possessor, or caretaker shall be guilty of this offense if he possesses five or more animals; fails to provide suitable care for such animals as prescribed by this chapter; keeps the animals in a severely overcrowded or unsanitary environment; and displays an inability to recognize or understand the nature of or has a reckless disregard for the conditions under which the animals are living and the deleterious impact such conditions have on the animals' health and well-being.

(Code 1995, § 90.21; Ord. of 1-20-2015, § 90.21)

Sec. 6-25. - Bird sanctuary.

The entire area embraced within the corporate limits of the town is hereby designated as a bird sanctuary.

(Code 1995, § 91.35)

Sec. 6-26. - Hunting, shooting and the like.

- (a) It shall be unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner

any bird or wild fowl or to rob bird nests or wild fowl nests; provided, however, if pigeons, crows, starlings, or English sparrows are found to be congregated in such numbers in a particular locality that they constitute a nuisance or menace to health or property in the opinion of the county health officer, the health officer shall meet with the representatives of the Audubon Society, bird club, garden club or Humane Society, or as many of such clubs as are found to exist in the city, after having given at least three days' actual notice of the time and place of the meeting to the representatives of such clubs.

- (b) If, as a result of the meeting, no satisfactory alternative is found to abate such nuisance, the birds may be destroyed in such numbers or in such manner as is deemed advisable by the board, and shall be done under the supervision of the chief of police.

(Code 1995, § 91.36)

#### Sec. 6-27. - Keeping of livestock.

It shall be unlawful to keep or maintain any cow, bull, calf, hog, pig, horse, mule, pony, goat, or sheep, or other livestock, on any parcel of land less than one acre in area within the town, except as provided in section 6-30; provided this section shall not prohibit the assembling of livestock for shipment or from the unloading of the same within the city; provided, further, section 6-30 shall not apply to livestock assembled for fairs and expositions, or to the keeping of household pets on the premises of the owner. Any parcel of land one acre or more in area is allowed two animals per acre.

(Code 1995, § 91.37)

#### Sec. 6-28. - Wild animals or dangerous insects.

It shall be unlawful for any person to keep any live reptiles, wild animals or insects likely to be dangerous or injurious to human life, within the city, except as provided for in sections 6-30 and 6-32.

(Code 1995, § 91.38)

#### Sec. 6-29. - Keeping fowl.

- (a) *Required.* It shall be unlawful for any person to own, keep, have, or maintain any

chickens, turkeys, ducks, guineas, geese, pheasants, pigeons or other domestic fowl in the town without first receiving from the town a permit to do so or to continue to have any of such fowl after a permit has been denied. This section shall not apply to, and no permit shall be required for, any agricultural operation within G.S. 106-700, which pertains to nuisance liability of agricultural operation, or to any fowl or bird that is kept exclusively inside its owner's residence. The permit shall be valid for one year from the date of issuance and shall be renewed annually. The annual fee for such permit shall be \$0.00 per household. The application shall list all such animals and fowl on the premises. Before a permit is issued an employee of the town shall inspect the premises to determine if the keeping of the fowl on the premises will endanger or is likely to endanger the health, safety, peace, quiet, comfort, enjoyment of or otherwise become a public nuisance to nearby residents or occupants or places of business.

- (b) *Denial.* When a permit is denied for any reason, the applicant shall be given a written explanation of the reason for denial.
- (c) *Compliance required prior to issuance.* An owner or possessor of such fowl shall comply with the following applicable subsections before a permit is issued. Compliance with the following applicable subsections will create a rebuttable presumption that a permit shall be issued. That presumption may only be rebutted by specific findings supported by competent evidence that, despite compliance with the following, the presence of such fowl is still likely to endanger the health, safety, peace, quiet, comfort, enjoyment of or otherwise become a public nuisance to nearby residents or occupants or places of business:
  - (1) *Fowl and other birds.* The keeping of chickens, turkeys, ducks, guineas, geese, pheasants or other domestic fowl shall be in compliance with the following:
    - a. Such fowl must be confined in a coop or fowl house not less than 18 inches in height. The fowl must be kept within the coop or fowl house between sunrise and sunset and must be confined to the property of the owner at all times when not actively being transported in a cage or similar device. Failure to confine fowl to the property of the fowl owner will constitute a violation of this chapter for which the permit may be revoked by the town.
    - b. The coop or fowl house must be used for fowl only, and both must be well ventilated.
    - c. The coop or fowl house shall have a minimum of four square feet of floor area

for each fowl.

- d. The run must be well drained so there is no accumulation of moisture.
- e. The coop or fowl house shall be kept clean, sanitary and free from accumulation of animal excrement and objectionable odors. It shall be cleaned daily, and all droppings and body excretion shall be placed in a flyproof container and double-bagged in plastic bags or composted in accordance with good practices and state and local ordinances.
- f. The coop or fowl house shall be a minimum of 25 feet from any property line.
- g. No more than 20 such fowl shall be kept or maintained per acre. The number of fowl should be proportionate to the acreage.

(2) *Pigeons.* Pigeons, while allowed to fly to and from the premises, must be provided with adequate space on the premises, and sanitary conditions must be maintained.

(3) *Slaughter.* Any slaughter of any poultry not regulated by state law or otherwise forbidden or regulated shall be done only in a humane and sanitary manner and shall not be done open to the view of any public area or adjacent property owned by another.

(4) *Annexation.* An owner or possessor of fowl on property that is newly annexed has 90 days from the date of annexation to bring the property into compliance and to have obtained permits required by this section.

(5) *Exceptions.* A permit shall not be required for animals of any kind if the animals are kept by a governmental authority or other appropriately certified and recognized academic institution, museum, raptor center, etc.

(d) *Revocation.* The town may revoke any permit:

- (1) When the permit has been mistakenly issued without compliance with this section;
- (2) When the applicant has submitted false information;
- (3) For a violation of any of the sections of this chapter;
- (4) When, in the opinion of the town administrator, the health, safety or welfare of any person or property is menaced by the keeping of such animals; or
- (5) When the birds or fowl become a nuisance.

If a permit is revoked, the applicant shall be given a written explanation of the reasons for the revocation. Upon the determination of a violation of this section, and if the violation pertains to a correctable condition on the property, the owner shall have 30

days in which to bring the property or condition into compliance with this chapter. All appeals to permit denial or revocation shall be made to the board of aldermen whose determination shall be final.

(Code 1995, § 91.39; Ord. of 10-18-2011)

Sec. 6-30. - Special permission to keep animals.

Special permission may be granted by the town administrator for the keeping of any animals, fowl or insects prohibited by this chapter for temporary periods for exhibition, demonstration or experimental purposes, provided that, before granting such special permit, the administrator shall require written approval from the county health department, that the animals, fowl or insects may be kept within the city, with any conditions to be made a part of such special permit.

(Code 1995, § 91.40)

Sec. 6-31. - Sale or giving of baby fowl or rabbits.

It shall be unlawful for any person to sell, offer for sale, barter, or give away any baby chickens, ducklings, or other fowl under three weeks of age, or rabbits under two months of age, as pets, toys, premiums or novelties, or to color, dye, stain or otherwise change the natural color of baby chickens, ducklings, or other fowl, or rabbits, or to bring or transport the same into the town; provided, however, this section shall not be construed to prohibit the sale or display of such baby chickens, ducklings, or other fowl, or such rabbits, in proper facilities by breeders or stores engaged in the business of selling for purposes of commercial breeding and raising.

(Code 1995, § 91.41)

Sec. 6-32. - Bees.

(a) It shall be unlawful for any person to locate, construct, reconstruct, alter, maintain or use on any lot or parcel of land within the corporate limits of the town, any hives or other enclosures for the purpose of keeping any bees or other such insects unless every part of such hive or enclosure is located at least 75 feet from a dwelling house located on the adjoining property.

(b) On lot sizes of 15,000 square feet or less, no more than four hives (colonies of bees) will be permitted. The hives shall be no closer than 15 feet from any property line. Or



lots larger than 15,000 square feet, additional hives will be permitted on the basis of one hive for each 5,000 square feet in excess of 15,000 square feet.

- (c) This section shall pertain only to honey bees maintained in moveable frame hives and it does not authorize the presence of hives with non-moveable frames or feral honey bee colonies (i.e., honey bees in trees, sides of houses and the like).
- (d) The hives (colonies) of bees may not be manipulated between the hours of sunset and sunrise unless the hives are being moved to or from another location.

(Code 1995, § 91.42)

Sec. 6-33. - Penalty.

- (a) Any person who violates any provision of this chapter for which no other penalty is set forth shall be subject to a criminal penalty of not more than \$500.00.
- (b) Any person who violates any provision of sections 6-1 through 6-21 shall be deemed guilty of a misdemeanor and punished by a fine not exceeding \$50.00. If the violation is continued, each day's violation shall be a separate offense.
- (c) Any person who violates section 6-5 shall be given a warning upon the first offense, but shall be subject to a fine of not more than \$500.00 upon a second offense.

(Code 1995, § 91.99)

## 4. New Bern

- (a) *Wild and dangerous animals.* It shall be unlawful to keep or cause to be kept wild and dangerous animals, as defined in this chapter, within the city limits. Wild animals within the city temporarily as part of a bona fide circus or an educational event shall be exempt. Any such animal shall be confined within a secure building or enclosure or under restraint.
- (b) *Vicious animals.* It shall be unlawful to keep or cause to be kept any vicious animal, as defined in this chapter, unless confined as provided in section 6-15.
- (c) *Animals which may pose a risk to the health or safety of the public.* The custodian of an animal which may pose a threat to the public must:
  - (1) Provide signs, warnings and notifications; and provide restraints to restrict the access of said animal to the public.
  - (2) Provide safe access to those persons who have legal authority to be on the custodian's property.
- (d) *Cows, swine, goats, horses, sheep, cattle.* It shall be unlawful for any person to keep or maintain any cow, swine, goat, horse, sheep or cattle within the corporate limits of the city, unless such animals are housed in a barn or shelter located at least 200 feet from the nearest dwelling. For purposes of this section, cows, swine, goats, horses, sheep and cattle include all of such animals in the same genus, but excluding pigs weighing no more than the largest dog species that are kept indoors as family pets.
- (e) *Chickens.*
  - (1) No person shall allow his or her chickens to run at large within the corporate limits of the city.
  - (2) It shall be unlawful for any person to keep more than ten chickens within the corporate limits of the city.
  - (3) Chickens must be kept a minimum of 30 feet from the nearest residence other than that of the owner and may not be kept between the street and a line drawn parallel to the street facing walls of a residence.
  - (4) All chicken houses and lots must be maintained in a clean and sanitary condition at all times.
  - (5) It shall be unlawful to raise chickens for commercial purposes within the corporate limits of the city.

- (f) *Noisy fowl.* It shall be unlawful for any person to keep or maintain on any premises or lot within the city any rooster, duck, goose or other such bird or fowl that by loud and habitual crowing, quacking or honking or in any other manner constitutes a public nuisance. Failure to abate such nuisance within two days after written notice to do so from the city manager shall be unlawful.
- (g) *Exotic animals.* It shall be unlawful for any person to keep or maintain on any premises or lot within the city any exotic animal, as described in section 6-2, that by loud and habitual noise or offensive odor causes a public nuisance. Failure to abate such nuisance within two days after written notice to do so from the animal control officer shall be unlawful. Any exotic animal kept in the city limits must be provided with adequate shelter, food and water for its species.
- (h) *Number of dogs and cats.* It shall be unlawful to maintain in one household more than a total of seven dogs and/or cats, in any combination, over the age of four months.
- (i) *[Exceptions to section 6-10(a) and (b).]* The restrictions in section 6-10(a) and (b) shall not apply to animals that are at the office of:
  - (1) A licensed veterinarian for the purpose of obtaining medical treatment; or
  - (2) In the care of wildlife rehabilitator properly licensed by the North Carolina Wildlife Resources Commission.

Animals must be in secure enclosures or under restraint while being transported and while receiving treatment.

- (j) *Fighting animals.* It shall unlawful to own, harbor, or breed any animal for the purpose of fighting or training for fighting.
- (k) *Animals for which there is no anti-rabies vaccine.* It shall be unlawful to keep animals which are susceptible to rabies and for which there is no effective anti-rabies vaccine reasonably available.

( Ord. No. 17-030, § 1, 8-8-17 )

## 5. Oxford

### CHAPTER 4: ANIMALS AND FOWL

#### Section

- 4-1. Statement of purpose
- 4-2. Definitions
- 4-3. Bird sanctuary
- 4-4. Duties and responsibilities of animal control officers
- 4-5. Authority of Granville County animal control officers
- 4-6. Records
- 4-7. Unlawful to interfere with animal control officers or veterinarians
- 4-8. Rabies control
- 4-9. Failure to surrender animal
- 4-10. Improper rabies tag; unauthorized removal
- 4-11. Dogs at large; defecation on streets and private property
- 4-12. Female dogs in heat
- 4-13. Public nuisance and vicious animals
- 4-14. Impoundment
- 4-15. Methods of impoundment of animals
- 4-16. Redemption of impounded animals
- 4-17. Deceased animals
- 4-18. Wild animals
- 4-19. Commercial breeding; limitation on number within city
- 4-20. Domestic fowl running at large
- 4-21. Unlawful to keep livestock
- 4-22. Beehives
- 4-23. Permit to keep livestock near residence
- 4-24. Penalties

#### ***Cross-reference:***

*Health and Sanitation, see Ch. 10*

*Interments of animals, see § 6-14*

*Vicious animals, see § 18-36*

#### **§ 4-1 STATEMENT OF PURPOSE.**

The presence of animals at large, stray animals, nuisance animals, abused animals and diseased animals within the corporate limits of the city is hereby declared to be a public nuisance. The animals are a threat to the health of the community and the safety of persons and property alike. In order to abate and control this nuisance and to protect the people of the city from diseases transmitted by unconfined, uncontrolled or non-immunized dogs and cats and to ensure that animals are treated in a humane manner, there is hereby created, with the Police Department, the position of animal control officer who shall serve at the pleasure of the Chief of Police and City Manager.

(`86 Code, § 4-1) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-2 DEFINITIONS.**

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

**ANIMAL.** Any live vertebrate creature, wild or domestic, other than a human being, endowed with the power of voluntary motion, specifically including, but not limited to dogs, cats, farm animals, birds, fish and reptiles.

**ANIMAL CONTROL OFFICER.** Any person employed by the city to carry out the duties set forth in this chapter.

**ANIMAL CONTROL SHELTER.** Any holding or other facility designated by the city for the detention of animals.

**ANIMAL UNDER RESTRAINT.** Any animal confined within a vehicle, confined in a secure enclosure within the real property limits of its owner or secured by leash, lead, chain or other physical device of sufficient strength to maintain the physical control of any animal or under the strict voice control of its owner.

**AT LARGE ANIMAL.** Any animal not physically located on the property of its owner and not under sufficient physical restraint such as a leash, cage, bridle or similarly effective device to allow the animal to be controlled.

**CAT.** Any domestic feline of either sex.

**DOG.** Any domestic canine of either sex.

**OWNER.** Any person owning, keeping, harboring, possessing or acting as custodian of any animal.

**PUBLIC NUISANCE ANIMAL.** Any animal or group of animals which:

- (1) Is repeatedly found at large;

- (2) Damages the property of anyone other than its owner;
- (3) Is vicious;
- (4) Causes fouling of the air by odors;
- (5) Causes unsanitary condition of enclosures or other surroundings, including turning over garbage receptacles;
- (6) By virtue of the number or type, is offensive or dangerous to the public health, safety or welfare;
- (7) Excessively makes disturbing noises, including barking, whining or howling;
- (8) Is diseased and dangerous to the public health;
- (9) Chases or molests pedestrians, bicyclists, motor vehicles or their passengers, livestock or other domestic animals; or
- (10) Is a stray animal.

**SECURE ENCLOSURE.** An enclosure or other device from which an animal cannot escape unless freed by the owner.

**STRAY ANIMAL.** Any domestic animal that roams at large without any apparent owner.

**VACCINATION or INOCULATION.** The administration of the anti-rabies vaccine approved by the U.S. Bureau of Animal Industry, the State Department of Agriculture and the State Board of Health.

**VICIOUS ANIMAL.** Any animal which constitutes a physical threat to human beings or other animals by virtue of biting, chasing, attacking, molesting as to cause or have potential to cause physical injury or property damage.

**WILD ANIMAL.** Any warm- or cold-blooded animal not normally domesticated, including poisonous, crushing and giant reptiles regulated by the state or country, including, but not limited to lions, tigers, wild cats, wolves, bears, raccoons, monkeys and apes.

(`86 Code, § 4-2) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-3 BIRD SANCTUARY.**

(A) The area embraced within the corporate limits of the city and all land owned or leased by the city outside the corporate limits is hereby designated as a bird sanctuary.

(B) It shall be unlawful to intentionally trap, hunt, shoot or otherwise kill, within the sanctuary hereby established, any native wild bird. It shall be lawful to trap starlings, pigeons or similar birds or fowl when the birds or fowl are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to the public health or property.

(`86 Code, § 4-3) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-4 DUTIES AND RESPONSIBILITIES OF ANIMAL CONTROL OFFICERS.**

(A) The animal control officer shall have the responsibility to enforce all state laws and city ordinances pertaining to the ownership, control, care and custody of dogs, cats and other animals covered hereunder, and shall cooperate with the Health Director and other law enforcement officers within the city, county and adjoining areas in fulfilling this duty and any other duty enumerated herein. In addition thereto, the animal control officer shall have the authority to:

(1) Investigate all complaints with regard to animals covered by this chapter, including, but not limited to cruelty or animal abuse with regard to dogs, cats and other animals;

(2) Act as rabies control officer and enforce and carry out all state laws and all city ordinances pertaining to rabies control which shall include making canvasses of the city as deemed necessary and practical, for the purpose of ascertaining that all dogs are properly licensed and that all dogs are vaccinated against rabies;

(3) Be responsible for the investigation of all reported animal bites and for the quarantine of any dog or cat involved and suspected of having rabies, for a period of not less than ten days; and

(4) Be responsible for the seizure and impoundment, whenever deemed necessary, of any dog, cat or other animal in the city involved in a violation of this chapter or any other city ordinance or state law.

(B) (1) In the performance of his or her duties, the animal control officer shall have the power and authority to issue a citation and/or summons and shall have the immunity of a peace officer, as described in the state statutes, but only in regard to enforcing the provisions of this chapter and the laws of the state which relate to the care, treatment and impoundment of animals.

(2) In that the animal control officer's authority is limited, as described herein, the officer shall not be considered to be a law enforcement officer for purposes of retirement benefits or any special allowance or benefit available to law enforcement officers.

(C) (1) The animal control officer is not authorized to carry on his or her person any firearm of any kind unless specifically authorized by the Chief of Police and the City Manager.

(2) The animal control officer may use any authorized firearms when necessary to enforce sections of this chapter or other applicable law for the control of wild, vicious, diseased or potentially dangerous animals when the officer deems necessary.

(D) The animal control officer, while performing his or her duties, shall wear a badge of a size and design to be determined by the Chief of Police.

( '86 Code, § 4-4) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-5 AUTHORITY OF GRANVILLE COUNTY ANIMAL CONTROL OFFICERS.**

The county animal control officers are hereby authorized to enforce this chapter or any other law or regulation law adopted in accordance with the provisions of this chapter.

( '86 Code, § 4-5) (Am. Ord. 01-09-01, passed 9-18-01)

## § 4-6 RECORDS.

The animal control officer shall keep, or cause to be kept, accurate and detailed records of any impoundment, complaint, violation or investigation and any other records deemed necessary by the Chief of Police or City Manager.

(`86 Code, § 4-6) (Am. Ord. 01-09-01, passed 9-18-01)

## § 4-7 UNLAWFUL TO INTERFERE WITH ANIMAL CONTROL OFFICERS OR VETERINARIANS.

It shall be unlawful for any person to interfere with, hinder or molest an animal control officer, law enforcement officer or agent or veterinarian, authorized by law or ordinance, while in the performance of their duties or to seek to release any animal in the officer's or veterinarian's custody in an unauthorized manner.

(`86 Code, § 4-7) (Am. Ord. 01-09-01, passed 9-18-01)

## § 4-8 RABIES CONTROL.

### (A) *Immunization.*

(1) It shall be required that any dog or cat over the age of four months be vaccinated against rabies with an approved anti-rabies vaccine administered by a veterinarian or certified vaccinator in accordance with G.S. § 130A-185.

(2) All dogs and cats must wear a collar and identification tag and a rabies vaccination tag at all times.

(B) *Bites.* Wounds inflicted by an animal upon human beings shall be reported immediately to the Police Department who will then notify an animal control officer to investigate.

(1) Every dog or cat that bites a human being and does not have a valid rabies vaccination tag shall be delivered within eight hours of the bite incident by the owner to an animal control officer or the animal control shelter, where the animal shall be confined for observation for not less than ten days. Confinement in a veterinary clinic will be at the discretion of the animal control officer. Both confinement in the shelter and the veterinary clinic will be at the expense of the owner.

(2) Every dog or cat that bites a human being and has a valid rabies vaccination tag shall be delivered within eight hours of the bite incident to a animal control officer or the county shelter. At the discretion of the animal control officer, the animal may be confined at a veterinary clinic of the owners choice or may be confined on the property of the owner. The expense of confinement at the county shelter or at a veterinary clinic shall be the responsibility of the animal owner.

(3) In the case of stray animals whose ownership is not known, the supervised quarantine required by this section shall be at the county animal control shelter.

(4) (a) If rabies does not develop within ten days after an animal is quarantined under this section, the animal may be released to the owner.



(b) If the animal was confined at the county shelter, the owner shall pay a per-day boarding fee, according to the county fee manual.

(C) *Dog or cat bitten by rabid animal.* Any dog or cat bitten by a rabid animal or an animal suspected of having rabies that is not available for laboratory diagnosis shall be destroyed immediately by its owner, animal control officer or a peace officer unless the dog or cat has been vaccinated in accordance with this section more than three weeks prior to being bitten, is given a booster dose of rabies vaccine within three days of the bite and the owner agrees to a strict six weeks of confinement either at the owner's property or at a veterinary clinic depending on circumstances and the discretion of the animal control officer.

(`86 Code, § 4-8) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-9 FAILURE TO SURRENDER ANIMAL.**

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies or any animal having bitten a human being or to remove the animal from the corporate limits of the city or from the county without the written permission of the animal control officer and the Director of Public Health.

(`86 Code, § 4-9) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-10 IMPROPER RABIES TAGS; UNAUTHORIZED REMOVAL.**

(A) It shall be unlawful for any person to counterfeit a rabies vaccination tag or to use a rabies vaccination tag that has not been properly obtained from a licensed veterinarian or a certified vaccinator in accordance with this chapter or to use a rabies vaccination tag for an animal other than the animal for which the tag was issued.

(B) It shall be unlawful for any person to remove a rabies vaccination tag or identification tag from any animal belonging to another person residing in the city unless by the direction of the animal's owner.

(C) It shall be unlawful for any owner to permit their dog or cat to be off the property of the owner without a rabies vaccination tag and identification tag.

(`86 Code, § 4-10) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-11 DOGS AT LARGE; DEFECATION ON STREETS AND PRIVATE PROPERTY.**

(A) It shall be unlawful for the owner of any dog to allow the animal to be at large in the city or on any city property.

(B) It shall be unlawful for any person owning, harboring, keeping or in charge of any dog to fail to remove feces deposited by the dog on any street, sidewalk, park or other publicly-owned area.

(C) It shall be unlawful for any person owning, harboring, keeping or in charge of any dog to fail to remove feces deposited by their dog on any private property unless the owner of the property has given permission allowing the use of the property.

(`86 Code, § 4-11) (Am. Ord. 01-09-01, passed 9-18-01)

## § 4-12 FEMALE DOGS IN HEAT.

Every female dog, while in heat, shall be confined in a building or secure enclosure in a manner that she will not be in contact with another dog, nor create a nuisance by attracting other animals. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of an animal being bred.

(`86 Code, § 4-12) (Am. Ord. 01-09-01, passed 9-18-01)

## § 4-13 PUBLIC NUISANCE AND VICIOUS ANIMALS.

(A) It shall be unlawful to own, keep or harbor a public nuisance or vicious animal within the city.

(B) The following procedure shall apply with respect to the detection and disposition of animals which are alleged to be public nuisance or vicious animals, in addition to the issuance of a citation or summons.

(1) *Complaint and notice.* Upon receipt of a written detailed and signed complaint being made to the Animal Control Division of the Police Department by any resident or residents that any person is maintaining a public nuisance or vicious animal as defined herein, the animal control officer shall cause the owner of the animal or animals in question to be notified that a complaint has been received and shall conduct an investigation into the situation complained of prepare a written report of his or her findings.

(2) *Abatement.* If the written findings of the animal control officer indicate that the complaint is valid, then the Chief of Police or his or her designee shall cause the owner or keeper of the animal or animals in question to be so notified in person by the animal control officer and the owner or keeper shall thereby be ordered to abate the nuisance within two days and further shall be issued a citation for the violation. In the event the owner of the animal or animals is unknown or cannot be ascertained, the animal control officer is hereby authorized to impound the animal or animals immediately pending notification of the owner.

(3) *Impoundment upon failure to abate.* If any person, after being notified as set forth above, shall fail or refuse to abate the nuisance upon the order of the Chief of Police within the specified time, the Chief of Police may cause the animal or animals to be impounded, as set forth in this chapter.

(4) *Right of appeal.* Within the two-day notice period set forth above, the owner or keeper of the nuisance or vicious animal may appeal the findings of the Chief of Police to the City Manager by giving written notice to the Chief of Police or the City Manager. The final determination shall be made by the City Manager.

(5) *Redemption; destruction.* If the owner or keeper shall so request, the animal or animals may be redeemed pursuant to the procedure set forth in this chapter and upon the further condition that the owner or keeper execute a written agreement to comply with the abatement order. If no redemption and execution of agreement is made, as specified in this chapter, then the animal or animals shall be disposed of in a humane manner.

(6) *Vicious animals.*

(a) All animals determined to be vicious, including dogs that have a history of unlawfully biting human beings, shall be confined by the owner within a building or secure enclosure or by the animal control officer in the animal control shelter. The animals shall not be released from confinement unless securely muzzled and restrained.

(b) An animal that has been determined to be vicious, as set forth herein, and is found to be at large may be tranquilized or destroyed by the animal control officer with or without prior notification to the owner, but only after attempts to capture the animal have been unsuccessful.

(c) The animal control officer may also tranquilize or destroy any vicious animal if the animal poses an immediate threat to the safety of any human being or animal.

(`86 Code, § 4-13) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-14 IMPOUNDMENT.**

(A) The animal control officer and any law enforcement officers are empowered to seize or capture and impound any animal in violation of this chapter and may issue a court summons or citation, as deemed necessary by the investigating officer.

(B) Impoundment of any animal does not relieve the owner thereof from any penalty that may be imposed for violation of this chapter, any other city ordinance or any state or federal law.

(C) The animal control officer shall not be required to pick up dead animals.

(D) The animal control officer shall not, in the process of seizing or impounding animals, place himself or herself in a situation that may jeopardize his or her health and safety.

(E) Upon impounding an animal, the animal control officer will make a reasonable attempt to determine ownership of the impounded animal and notify the owner(s) of the impoundment.

(F) Impounded animals shall be held in the animal control shelter for the minimum allowable time under state

law unless deemed necessary or appropriate to extend the minimum holding time or to waive the minimum holding time and destroy any animal that may be suffering from an affliction of a disease that may be contagious or a serious injury.

(G) Owner-relinquished animals may be disposed of immediately by way of adoption or euthanasia or by any other means authorized by the laws of the state.

(H) Owners may redeem their animal or animals upon notification by the animal control officer or as soon as the owner discovers that the animal has been impounded provided that discovery is within the minimum allowable holding time. Animals held after the minimum allowable time may be disposed of by any humane means allowable under state law.

(`86 Code, § 4-14) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-15 METHODS OF IMPOUNDMENT OF ANIMALS.**

(A) The animal control officer shall be empowered to seize and impound animals that are determined to be a nuisance and or in violation of the articles set forth in the city animal control ordinances. The following approved methods and equipment may be used:

- (1) An approved humane trap;
- (2) An approved net;
- (3) Humane animal immobilizing equipment; and/or
- (4) Tranquilization.

(B) An animal shall be considered impounded if the animal control officer has had to utilize the method of tranquilization. The animal becomes impounded the moment the tranquilizer dart has penetrated the animal and injected the tranquilizer solution.

(`86 Code, § 4-15) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-16 REDEMPTION OF IMPOUNDED ANIMALS.**

During the time an animal is impounded, it shall be available for redemption to the owner when the following provisions have been met:

(A) Any control, restraint or enclosure modifications necessary to comply with this chapter have been completed; and

(B) A redemption service fee of \$10 per day or the boarding fees, as shown in the county fee manual, have been paid.

(`86 Code, § 4-16) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-17 DECEASED ANIMALS.**

(A) It shall be the duty and responsibility 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 property upon which any animals die shall bury or cause to be buried, the carcass to a depth of at least three feet beneath the surface of the ground, or to completely burn the animal carcass within 24 hours after death of the animal is known, or to otherwise dispose of the animal's remains in a manner as approved by the State Veterinarian.

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

(`86 Code, § 4-17) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-18 WILD ANIMALS.**

(A) Neither this section nor any section of this chapter shall have the effect of permitting any activity or condition with respect to a wild animal native to the state which is prohibited or more severely restricted by state statutes or by regulations of the State Wildlife Resources Commission or of permitting any activity or condition with respect to any animal which is prohibited or more severely restricted by federal statute or regulation.

(B) Wild animals and the owners of wild animals shall be subject to this chapter, except those that are applicable solely to dogs and or cats and the owners of dogs and or cats.

(C) Wild animals shall be maintained, at all times, in a secure enclosure on the owner's property or, with consent, on the property of another unless the animal is under restraint of the owner. For the purposes of this section, a

chain attaching the animal to a stationary object shall not be considered to be a secure enclosure.

(D) All owners of wild animals shall register their animals with the animal control officer within ten working days of acquisition or upon coming within the definition of a wild animal. The registration shall be for information and safety only and there shall be no fee for the registration.

(`86 Code, § 4-18) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-19 COMMERCIAL BREEDING; LIMITATION ON NUMBER WITHIN CITY.**

(A) It shall be unlawful for any owner to keep, breed or raise any dogs or cats or any other animal for commercial purpose within the incorporated limits of the city. A person is deemed to be keeping, breeding or raising any dogs or cats or any other animal for a commercial purpose if such is a primary source of income for the purpose. No owner shall keep, harbor or own more than three dogs or cats as pets or for private use at any time, provided this provision shall not apply to dogs or cats less than four months of age.

(B) The purpose of this section is to prohibit the keeping, breeding and raising of dogs and cats or any other animal to the extent that doing so may cause or create a public nuisance.

(`86 Code, § 4-19) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-20 DOMESTIC FOWL RUNNING AT LARGE.**

It shall be unlawful for any person to allow any turkeys, geese, ducks, chickens or any other domestic fowl to run at large within the corporate limits of the city. The domestic fowl shall be confined to a pen or other secure enclosure or otherwise restricted to the property of the owner. The owner having received notice of the violation and after three days fails to or refuses to confine the fowl to their property will be subject to fine and the fowl may be destroyed by order of the Chief of Police.

(`86 Code, § 4-20) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-21 UNLAWFUL TO KEEP LIVESTOCK.**

It shall be unlawful for any person to keep livestock within the corporate limits of the city. Livestock includes, but is not limited to cattle, mules, donkeys, sheep, goats or swine.

(`86 Code, § 4-21) (Am. Ord. 01-09-01, passed 9-18-01; Am. Ord. 08-02-01, passed 2-12-08)

#### **§ 4-22 BEEHIVES.**

It shall be unlawful for any person to own or keep a hive of bees within 50 feet of:

- (A) Any street or alley; or
- (B) The property line of an adjoining land owner.

( '86 Code, § 4-22) (Am. Ord. 01-09-01, passed 9-18-01)

#### **§ 4-23 PERMIT TO KEEP LIVESTOCK NEAR RESIDENCE.**

(A) No person shall stable, tie, or otherwise keep any horse or pony within 500 feet of any dwelling, house, apartment, or other residence occupied by any person, without first obtaining a livestock permit duly signed by the City Manager.

(B) Any person desiring such permit shall apply therefor in writing to the City Manager. Such application shall, at a minimum, state:

(1) The type and number of horses or ponies to be stabled, pastured, tied or otherwise kept;

(2) The places such animals will be stabled, pastured, or otherwise kept. The minimum pasture size shall be one acre. The pasture shall be enclosed with a five foot fence having a minimum height of five feet and suitable to keep all horses within the pasture. There shall be a maximum of two horses for the first acre, and one additional acre for every additional horse over two. Each horse shall be provided with a stable capable of providing adequate shelter from the outside elements;

(3) The name of one adult occupant, if any, of each dwelling house, apartment, or residence within 500 feet of such places;

(4) The distance of each such dwelling house, apartment, or other residence from such places; and

(5) Any other pertinent information that the applicant wishes to submit in connection with the application for permit.

(C) Each applicant for such permit shall pay to the city the fee established by the Board of Commissioners.

(D) Upon determining that a proper application has been filed; that all applicable fees have been paid and upon finding that the stabling, pasturing, tying, or otherwise keeping of such animals in the location designated on the application will not endanger the health of any person occupying a dwelling house, apartment, or residence within 500 feet of such place, or any other citizen or inhabitant of the city, the City Manager shall issue a permit specifying the number and type of animals to be stabled, pastured, or kept, and the places such animals may be stabled, pastured, tied, or otherwise kept. The written assent to the issuance of such permit shall be signed by one adult occupant of each such dwelling, apartment, or other residence then occupied by human beings and within 500 feet of the places such animals are to be stabled, pastured, or otherwise kept.

(E) Each permit shall be and remain valid until December 31 of each calendar year, or until the permit is revoked as provided herein. At any time within 30 days before the expiration of any permit, the holder thereof may apply for its renewal, which renewal shall

issued upon the same conditions as hereinabove provided for the issuance of the original permit unless the City Manager determines that there has been a change in circumstances regarding the issuance of the permit and in that event, a new permit shall be issued based on said changes provided each of the conditions set forth herein are met.

(F) Any such permit issued shall be revoked upon a finding that the stabling, pasturing, or otherwise keeping of such animal endangers the health or safety of the city or any person living within 500 feet of the permit location. Such revocation shall be effective ten days after the mailing by registered or certified mail of a notice thereof to the last known address of the holder of the permit.

(G) The permit is not assignable or transferable in any way.

(Ord. 08-02-01, passed 2-12-08)

#### **§ 4-24 PENALTIES.**

Violations of this chapter shall be punishable, as follows:

(A) First offense: \$25;

(B) Second offense: \$50;

(C) Third offense: \$100; and

(D) Fourth or subsequent offenses: mandatory court appearance, but the penalty shall not to exceed \$500 and/or imprisonment of not more than 90 days.

('86 Code, § 4-23) (Am. Ord. 01-09-01, passed 9-18-01)

**Noah Saldo**

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**From:** Martin, Wendy <Wendy.Martin@thomasville-nc.gov>  
**Sent:** Wednesday, July 20, 2022 11:26 AM  
**To:** Noah Saldo  
**Subject:** RE: [clerks] Animal Ordinance

Here's what we have:

## 6. Thomasville

- **Chapter 10 - ANIMALS<sup>[1]</sup>**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

*Footnotes:*

-- (1) --

*Cross reference— Animals prohibited in cemeteries, § 26-5; health and sanitation, ch. 46; removal of dead animals, § 66-16; zoning, app. A.*

*State Law reference— Animal welfare act, G.S. 19A-20 et seq.; general authority to regulate animals, G.S. 160A-186 et seq.*

- **ARTICLE I. - IN GENERAL**

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- **Sec. 10-1. - Keeping poultry.**

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Any person owning or having in his possession or being in charge of any chickens, pheasants or any other fowl or poultry shall keep the poultry or fowl in an enclosure such as a fenced-in lot or yard. The owner or person in charge of such poultry or fowl shall maintain adequate buildings for housing such poultry or fowl, which buildings shall at all times be maintained in a sanitary manner. Such buildings may not be located within 50 feet of buildings of adjoining property owners. Any person owning, having in his possession or being in charge of any poultry or fowl shall permit any police officer to enter the premises where such poultry or fowl is being kept for the purpose of inspecting such premises.

(Code 1983, § 4-1)

- **Sec. 10-2. - Keeping swine.**

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It shall be unlawful for any person to keep or raise any pig or hog or to own, keep or maintain any pigpen or hog pen on any lot or premises owned, rented or leased within the corporate limits of the city.

(Code 1983, § 4-2)

- **Sec. 10-3. - Cleanliness of stables and cow pens.**

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(a)

Any person having a stable or cow pen on a lot occupied by him shall keep such stable or cow pen thoroughly cleaned. In case the owner of the lot upon which the stable or cow pen is situated is a nonresident of the city and cannot be found, the city manager shall have the cleaning and disinfecting of such stable or cow pen done. The cost of such cleaning shall attach to the property upon which such stable or cow pen was situated and shall be a tax on the property, collected as other taxes.

(b)

Any person failing to thoroughly clean and put into a healthy condition any cow pen or stable on his premises as provided in this section, after being notified by the city manager, shall be liable to a penalty as provided in [section 1-7](#) for each day it is allowed to remain in an unhealthy condition after being notified.

(Code 1983, § 4-3)

- **Sec. 10-4. - Bird sanctuary created; molesting birds.**

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(a)

There is hereby created and established a bird sanctuary within the territorial limits of the city.

(b)

It shall be unlawful for any person to hunt, kill or trap any birds within the city except pursuant to a permit issued by the state wildlife resources commission under G.S. 113-274(c)(1a) or under any other license or permit of the wildlife resources commission specifically made valid for use in taking birds within city limits; however, this section shall not be construed to protect any bird classed as a pest under G.S. 113-300.1 et seq., G.S. 143-434 et seq. or G.S. 106-65.22 et seq., and the Structural Pest Control Act of North Carolina of 1955 or the North Carolina Pesticide Law of 1971.

(Code 1983, § 4-4)

**State Law reference**— Bird sanctuaries, G.S. 160A-188.

- **Secs. 10-5—10-30. - Reserved.**

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# 7. Four Oaks

## CHAPTER 91: ANIMALS

### Section

#### *General Provisions*

- 91.01 Purpose and intent
- 91.02 Definitions
- 91.03 Nuisances
- 91.04 Keeping of exotic animals
- 91.05 Restraint and confinement; generally
- 91.06 Restraint of guard dogs
- 91.07 Restraint of vicious or dangerous animals
- 91.08 Property owners may impound
- 91.09 Impoundment
- 91.10 Notice to owner and redemption
- 91.11 Keeping horses, fowl and the like
- 91.12 Riding or leading horses, mules or ponies on sidewalks

#### *Dogs*

- 91.20 Permitting bitch at large
- 91.21 Limitation on number of dogs to be kept

#### *Honey Bees*

- 91.30 Purpose
- 91.31 Definitions
- 91.32 Certain conduct prohibited; nuisance
- 91.33 Domestic beekeeping
- 91.34 Right to inspect
  
- 91.99 Penalty

**GENERAL PROVISIONS****§ 91.01 PURPOSE AND INTENT.**

The purposes of this chapter are to promote the public health, safety and general welfare of the citizens of the town and to ensure the humane treatment of animals regulating the care and control of animals within the town.

(Ord. passed - -)

**§ 91.02 DEFINITIONS.**

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

**ANIMAL.** Any live creature, both domestic and wild, except humans. **ANIMAL** includes fowl, fish and reptiles.

**ANIMAL CONTROL OFFICER.** Any employee or agent of the town, designated by the Town Council to administer and enforce the licensing, inspection and enforcement requirements contained within this chapter.

**ANIMAL NUISANCE.** Any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

**AT HEEL.** A dog is directly behind or next to a person and obedient to that person's command.

**AT LARGE.** An animal is off the premises of the owner and not on a leash or otherwise under the immediate control of a person physically capable of restraining the animal.

**DOMESTIC ANIMAL.** Includes dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and rabbits, pheasants and other birds and animals raised and/or maintained in confinement.

**EXOTIC ANIMAL.** Any live monkey, alligator, crocodile, cayman, raccoon, skunk, fox, bear, sea mammal, poisonous snake, member of the feline species other than domestic cat (*felis domesticus*), member of the canine species other than domestic dog (*canis familiaris*) or any other animal that would require a standard of care and control greater than that required for customary household pets sold by commercial pet shops or domestic farm animals.

**GUARD OR ATTACK DOG.** A dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

**IMPOUNDMENT.** The taking into custody of an animal by any police officer, animal control officer or any authorized representative thereof.

**MUZZLE.** A device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

**OWNER.** Any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any animal covered by this chapter. An animal shall be deemed to be **HARBORED** if it is fed or sheltered for three or more consecutive days.

**PUBLIC NUISANCE ANIMAL.** Any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term **PUBLIC NUISANCE ANIMAL** shall include, but not be limited to:

- (1) Any animal that is repeatedly found running at large;
- (2) Any dog or cat in any section of a park or public recreation area unless the dog or cat is controlled by a leash or similar physical restraint;
- (3) Any animal that damages, soils, defiles or defecates on any other property other than that of its owner;
- (4) Any animal that makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining or other utterances, causing unreasonable annoyance, disturbance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (5) Any animal that causes fouling of the air by noxious or offensive odors and thereby creates unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (6) Any animal in heat that is not confined so as to prevent attraction or contact with other animals;
- (7) Any animal, whether or not on the property of its owner, that without provocation, molests, attacks or otherwise interferes with the freedom of movement of persons in a public right-of-way;

## Four Oaks - General Regulations

(8) Any animal that chases motor vehicles in a public right-of-way;

(9) Any animal that attacks domestic animals;

(10) Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored; or

(11) Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

**UNDER RESTRAINT.** An animal secured by a leash or lead under the control of a person physically capable of restraining the animal and obedient to that person's commands or securely enclosed within the real property limits of the owner's premises.

### ***VICIOUS OR DANGEROUS ANIMAL.***

(1) Any animal that attacks, bites or physically injures human beings, domestic animals or livestock without adequate provocation, or which, because of temperament or training, has a known propensity to attack, bite or physically injure human beings, domestic animals or livestock.

(2) Any wild animals or any animal that without provocation has bitten or attacked a human being or other animal shall be prima facie presumed ***VICIOUS*** or ***DANGEROUS***.

**WILD ANIMAL.** Any live monkey, nonhuman primate, raccoon, skunk, fox, leopard, panther, tiger, lion, lynx or any other warm-blooded animal that can normally be found in the wild state. The term **WILD ANIMAL** does not include: domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, any hybrid animal that is part wild and captive-bred species of common cage birds.  
(Ord. passed - -)

### **§ 91.03 NUISANCES.**

It shall be unlawful for any person to keep any animal on any property located within the corporate limits of the town when the keeping of the animal constitutes a public nuisance or menace to public health or safety.

(Ord. passed - -) Penalty, see § 10.99

**§ 91.04 KEEPING OF EXOTIC ANIMALS.**

It shall be unlawful for anyone to own, harbor or permit at large any exotic animal without the written permission of the Town Council. The permission shall be given only if it is demonstrated to the satisfaction of the Council that the animal will not constitute a threat to public health or safety. (Ord. passed - -) Penalty, see § 10.99

**§ 91.05 RESTRAINT AND CONFINEMENT; GENERALLY.**

(A) It shall be unlawful for the owner of any animal to fail to keep the animal under restraint or to permit the animal to run at large upon the streets and public ways of the town.

(B) Any dog, while on a street, sidewalk, public way or in any park, public square or other public space, or upon any private property without the consent of the owner, shall be secured by a leash or chain of sufficient tensile strength to restrain the particular dog, or shall be at heel and securely muzzled.

(C) No owner or custodian of any animal shall fail to exercise proper care and control of the animal to prevent the same from becoming a public nuisance.

(D) Every female dog in heat shall be confined in a building or other enclosure in such a manner that the female dog cannot come into contact with another animal, except for planned breeding. (Ord. passed - -) Penalty, see § 10.99

**§ 91.06 RESTRAINT OF GUARD DOGS.**

(A) Every owner of a guard or attack dog shall keep the dog confined in a building, compartment or other enclosure. Any enclosure shall be completely surrounded by a fence at least six feet in height and shall be topped with an anti-climbing device constructed of angle metal braces with at least three strands of equally-separated barbed wire stretched between them.

(B) All anti-climbing devices shall extend inward at an angle of not less than 45 degrees nor more than 90 degrees when measured from the perpendicular.

(C) The areas of confinement shall all have gates and entrances thereto securely closed and locked and all fences properly maintained and escape proof.

(D) The provisions of this section shall not apply to dogs owned or controlled by government law enforcement agencies.

(Ord. passed - -) Penalty, see § 10.99

**§ 91.07 RESTRAINT OF VICIOUS OR DANGEROUS ANIMALS.**

Every vicious animal shall be confined by its owner or authorized agent of its owner within a building or secure enclosure and, whenever off the premises of its owner, shall be run securely muzzled and restrained with a chain having a minimum tensile strength of 300 pounds and not more than three feet in length, or caged. Every person harboring a vicious animal is charged with an affirmative duty to confine the animal in a way that children do not have access to the animal.

(Ord. passed - -) Penalty, see § 10.99

**§ 91.08 PROPERTY OWNERS MAY IMPOUND.**

Any person finding an animal at large upon his or her property may remove the same to any animal shelter that will take possession of the animal. If no shelter is available, the property owner may hold the animal in his or her own possession and, as soon as possible, notify the Police Department. The property owner shall provide a description of the animal and the name of the owner if known. The Department shall dispatch an officer to take possession of the animal.

(Ord. passed - -)

**§ 91.09 IMPOUNDMENT.**

In addition to any other remedies provided in this chapter, an animal control officer or a police officer may seize, impound and humanely confine to an animal shelter or hospital any of the following animals:

- (A) Any dog without a valid license;
- (B) Any animal at large;
- (C) Any animal constituting a public nuisance or considered a danger to the public;
- (D) Any animal that is in violation of any quarantine or confinement order of the town or County's Chief Health Officer;
- (E) Any unattended animal that is injured or otherwise in need of care;
- (F) Any animal that is reasonably believed to have been abused or neglected;
- (G) Any animal that is reasonably suspected of having rabies;

(H) Any animal that is determined to be "potentially dangerous" or "dangerous", in accordance with the appropriate articles of G.S. Chapter 67;

(I) Any animal that a court of competent jurisdiction has ordered impounded or destroyed; and

(J) Any animal that is considered unattended or abandoned, as in situations where the owner is deceased, has been arrested or evicted from his or her regular place of residence.

(Ord. passed - -)

#### **§ 91.10 NOTICE TO OWNER AND REDEMPTION.**

(A) Upon impoundment of an animal, the Police Department shall immediately attempt to notify the owner by telephone or certified mail. If the owner is unknown, the Department shall post written notice for three days, describing the animal and the time and place of taking. Any notice to the owner shall also include the location of the shelter or hospital where the animal is confined, hours during which the animal can be reclaimed and fees to be charged to the owner. The owner shall also be advised that the failure to claim the animal within a specified period of time may result in the disposition of the animal.

(B) An owner reclaiming an impounded animal shall pay a fee of \$25 for each day the animal has been impounded. The daily rate charged for any subsequent impoundment occurring within 12 months shall be double that which was charged for each day of confinement during the first impoundment.

(C) Any animal not reclaimed by its owner within three working days shall become the property of the town and shall be turned over to the County Animal Control Office.

(Ord. passed - -)

#### **§ 91.11 KEEPING HORSES, FOWL AND THE LIKE.**

It shall be unlawful for any person, firm or corporation to keep, feed, maintain in pens or open areas any horses, mules, ponies, pigs, goats, chickens or domestic fowl or any kind of farm animal within the corporate limits of the town.

(1992 Code, § 91.01) (Ord. 72-AO, passed 7-10-1972) Penalty, see § 91.99



**§ 91.12 RIDING OR LEADING HORSES, MULES OR PONIES ON SIDEWALKS.**

It shall be unlawful for any person to ride or lead any horse, mule or pony upon the public sidewalks within the corporate limits of the town.

(1992 Code, § 91.02) (Ord. 73-AO, passed 3-6-1973) Penalty, see § 91.99

**DOGS****§ 91.20 PERMITTING BITCH AT LARGE.**

No person owning or having any bitch shall knowingly permit her to run at large during the erotic stage of copulation.

(1992 Code, § 91.15) (Ord. 60-DO, passed 8-1-1960) Penalty, see § 91.99

**§ 91.21 LIMITATION ON NUMBER OF DOGS TO BE KEPT.**

(A) It shall be unlawful for any person to keep on any one lot or premises within the corporate limits more than two dogs. This limitation shall not apply to dogs which are less than three months of age.

(B) Upon written and signed complaint being made to the Police Department by a person specifying the location here more than two dogs are being kept the Police Department shall investigate and, if it is determined that division (A) of this section is being violated, the Police Department shall notify the person or persons responsible for keeping such dogs and upon such notice from the Police Department, the responsible person or persons shall remove from the premises the number of dogs in excess of two which are prohibited by division (A) of this section within 48 hours from the time of notification.

(C) Any person failing or refusing to remove from the premises the number of dogs required to comply with division (A) above within 48 hours from the time of notification shall be guilty of a misdemeanor and shall be subject to the penalty provided in § 91.99.

(1992 Code, § 91.18) (Ord. 83-1, passed 7-3-1983) Penalty, see § 91.99

**HONEY BEES****§ 91.30 PURPOSE.**

The purpose of this subchapter is to provide standards for the keeping of bees. It is intended to enable residents to keep an appropriate number of bees on a non-commercial basis while limiting the potential adverse impacts on the surrounding neighborhood(s). This subchapter is intended to create standards and requirements that ensure that bees kept by residents do not adversely impact the use and enjoyment of neighborhood properties surrounding the property on which the bees are kept. (Ord. passed 7-8-2013)

**§ 91.31 DEFINITIONS.**

For the purposes of this subchapter, the following words and phrases shall have the meanings respectively ascribed to them by this section.

**BEE.** Any stage of the common domestic honey bee, *apis melifera* species, excluding the Africanized Honeybee (*apis melifera scutellata*).

**BEEKEEPER.** A person who owns or is in charge of a hive. The beekeeper shall reside in the town.

**HIVE.** A place where bee colonies are kept. (Ord. passed 7-8-2013)

**§ 91.32 CERTAIN CONDUCT PROHIBITED; NUISANCES.**

(A) *Nuisance.* Notwithstanding compliance with the provisions of this subchapter, it shall be a violation of this subchapter for any beekeeper to keep a colony or colonies in such a manner or in such disposition as to cause any unhealthy condition or interfere with the normal use or enjoyment of any property in the vicinity by humans or animals. The following actions are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Multiple bees stinging, attacking or otherwise molesting others including pedestrians, bicyclists, motor vehicle passengers, or domestic animals.

## Four Oaks - General Regulations

(2) Hive placement and related bee movement such that the bees, without provocation, interfere with the freedom of movement of persons in a public right-of-way, or the location of the bees poses a threat to the general safety, health and welfare of the general public; or

(3) The keeping of overcrowded, diseased or abandoned hives.

(B) *Complaint and notice.* Upon their own initiative or upon receipt of a detailed written and signed complaint being made to the town by any of the town residents that any person is maintaining nuisance bees, the town may cause the owner of the bees in question to be notified that a complaint has been received, or take immediate action to abate the nuisance if deemed necessary.

(C) *Abatement.* If investigation of the town indicates that the complaint is justified, but that action by town staff immediately abate the nuisance is not deemed necessary, then the town shall cause the owner or keeper of the bees in question to be notified and ordered to abate such nuisance and may issue a citation for the violation. However, if immediate abatement of the nuisance is deemed necessary, then the town may cause the bees and/or hive in question to be seized and relocated, or if the nuisance bees and/or hive cannot be reasonably seized or relocated, the town may cause them to be destroyed in the field. In such instances, the owner of the bees shall be responsible for any cost incurred to effectuate the seizure, relocation, or destruction of the bees and/or hives.

(D) *Seizure and relocation upon future to abate.* If any person actually or constructively receiving notice in the manner herein described shall fail or refuse to abate the nuisance upon order of the town within a specified amount of time, the town may cause the domesticated bees and/or hive in question to be seized and relocated. In such instances, the owner of the bees shall be responsible for any costs incurred to effectuate the seizure and relocation of the bees and/or hive.

(E) *Notice to the owner.* Upon seizing bees and/or their hive, the town shall cause a prompt and reasonable effort to be made to locate and notify the owner of the bees, if the owner is known or ascertainable. A notice of seizure shall be left with the owner or affixed to the premises of the owner, or if the owner is known or reasonably ascertainable.

(F) *Redemption; destruction.* If the owner shall so request in writing within five days of the seizure of the bees and/or hive, the bees and/or hive that have been seized and relocated may be redeemed upon the owner's execution of a written agreement to comply with the abatement order and payment of all sums due hereunder. If no such written request is made, or if such a request is made, but a written agreement to comply with the abatement order is not delivered to the town within five days of the seizure, then the bees and hive shall be deemed abandoned and shall be destroyed in a humane manner, or become the property of a member of a legitimate beekeeping association provided that bees are maintained in compliance with the provisions of this subchapter.

(Ord. passed 7-8-2013)

**§ 91.33 DOMESTIC BEEKEEPING.**

Domestic beekeeping shall be permitted withstanding the following criteria:

(A) The minimum lot size required for beekeeping shall be 6,000 square feet.

(B) The maximum size of the hive shall be equal to one standard hive.

(C) The maximum number of hives allowed shall be determined based on lot size as follows:

<i>Lot Area (square feet)</i>	<i>Maximum Number of Hives Allowed</i>
6,000 - 20,000	2
20,001 - 30,000	2
30,001 - 40,000	3
40,001 - 50,000	4
50,001 - 60,000	5
60,001 - 70,000	6
70,001 - or larger	7

(D) No hive shall be established or kept within 25 feet of a property line.

(E) No hive shall be placed in a front or side yard.

(F) A constant and adequate on-site source of fresh water supply shall be provided, and shall be located closer to the hive than any other water source on adjacent property.

(G) A special permit must be obtained and filed by the town. The hive permit must include a plot plan that indicates the actual size of the lot, the number of hive(s), the location of the hive(s) and water source(s), and their respective distances from the property lines.

(H) In the event that a nuisance is not abated in accordance with § 91.32 with no final appeal made, the town may revoke the beekeeper's special permit and the beekeeper shall be unable to reapply for another special permit for domestic beekeeping for a period of 12 months. The beekeeper shall appeal revocation of the permit to the Town Council.  
(Ord. passed 7-8-2013)

**§ 91.34 RIGHT TO INSPECT.**

(A) The town, by and through its employees, shall have the right to inspect any hive to ensure compliance with this subchapter.

(B) Beekeepers will be responsible for all fees associated with any or all enforcement actions associated with noncompliance of this subchapter.

(C) Current beekeepers will need to meet the requirements as noted in this subchapter.  
(Ord. passed 7-8-2013)

**§ 91.99 PENALTY.**

(A) (1) Any violation of any provision of this chapter shall subject the violator to a civil penalty in the sum of not more than \$50 per day.

(a) A citation for said civil penalty shall be issued by the Police Chief.

(b) Each citation for a civil penalty must be paid within 168 hours of issuance.

(2) Each and every day that the violator continues in violation shall be a separate and distinct offense.

(B) The municipality may also, and in addition, seek any and all appropriate equitable remedies, injunctions and/or abatement orders from the appropriate court of competent jurisdiction.  
(1992 Code, § 91.99) (Am. Ord. passed 7-8-2013)

## 8. Lincolnton

### CHAPTER 90: ANIMALS AND FOWL

#### Section

#### General Provisions

- 90.01 Keeping of livestock prohibited
- 90.02 Fowl at large
- 90.03 Pigeons to be confined
- 90.04 Continuation of activities after area annexed into the city
- 90.05 Horses or livestock on Lincolnton Rail-Trail
- 90.06 Animals at special events
- 90.07 County ordinance; adopted
- 90.08 County ordinance; enforcement
- 90.09 County ordinance; conflict

#### Dogs at Large

- 90.20 Generally
- 90.21 Dangerous dogs
- 90.22 Duty of Lincoln County Animal Services Department per Lincoln County § 92.04 for the following
- 90.23 Removal of canine waste

#### Dogs and Rabies Control

- 90.35 Vaccination of dogs

#### Cross-reference:

Keeping noisy animals, see § 93.016

#### Statutory reference:

- Animal fights, see G.S. § 14-362.1
- Animal protection, see G.S. §§ 19A-1 et seq.
- Authority of city to prohibit cruelty, see G.S. § 160A-182
- Authority to regulate domestic animals, see G.S. § 160A-182
- Overworking, cruelty to animals, see G.S. § 14-360

### GENERAL PROVISIONS

#### § 90.01 KEEPING OF LIVESTOCK PROHIBITED.

(A) It shall be unlawful to keep or maintain any cow, horse, pony, mule, sheep, goat or other livestock on any lot or within any pen, stable or other enclosure or building within the corporate limits.

(B) This section shall not be deemed to prohibit the assembling of livestock for shipment or the unloading from shipment of livestock, provided the livestock are not kept within the corporate limits for more than 24 hours prior to shipment or subsequent to unloading.

(Prior Code, § 3-1) Penalty, see § 10.99

#### § 90.02 FOWL AT LARGE.

It shall be unlawful for any person to keep any ducks, geese, guinea, roosters or other domestic fowl in the city. Residents of single family homes may keep hens as authorized under this section.

(A) The tract on which the hens will be kept shall be at least one-third of an acre in size.

(B) A maximum of five hens shall be permitted on a tract of land that is between one-third and one-half acre in size and a maximum of ten hens on a tract of land that is larger than one-half acre in size.

(C) No person shall allow his or her hens to run at large. Such hens must be contained in a fowl house, coop or other secure, fenced enclosure at all times.

(D) Such fowl house, coop or other enclosure must be situated at least 15 feet from all property lines,

at least 50 feet from the nearest residence other than that of the owner and may not be located between the street and a line drawn parallel to the street facing walls of a residence.

(E) Fowl houses, coops and enclosures must be kept in a neat and sanitary condition at all times to prevent offensive odors.

(Prior Code, § 3-2) (Ord. O-04-16, passed 6-2-2016) Penalty, see § 10.99

#### § 90.03 PIGEONS TO BE CONFINED.

It shall be unlawful for any person to keep pigeons, except when the pigeons are properly kept in a cage or enclosure at all times.

(Prior Code, § 3-3) Penalty, see § 10.99

#### § 90.04 CONTINUATION OF ACTIVITIES AFTER AREA ANNEXED INTO THE CITY.

(A) Any activity described in this chapter shall be allowed to continue in the same manner as is being carried out at the time it is annexed into the city.

(B) No activity shall be expanded or enlarged beyond the size, dimension and intensity that exists at the time the land on which the activity is located is annexed into the city.

(Prior Code, § 3-4) (Ord. O-31-94, passed 3-3-1994) Penalty, see § 10.99

#### § 90.05 HORSES OR LIVESTOCK ON LINCOLNTON RAIL-TRAIL.

(A) It shall be unlawful to have or use horses or other livestock on the Lincolnton Rail-Trail for any purpose including as a means of transportation.

(B) Violation of this section shall be punishable as a misdemeanor.

(Prior Code, § 3-5) (Ord. O-66-98, passed 12-10-1998) Penalty, see § 10.99

#### § 90.06 ANIMALS AT SPECIAL EVENTS.

(A) It shall be unlawful for any owner to take an animal into or allow the animal to enter or remain within the boundaries of a festival, concert or other public gathering (special events). The event boundary shall include any area that is part of the event and shall include any public street, sidewalk or other publicly-owned area within the confines of such event.

(B) The following animals are exempt from the prohibitions contained in division (A):

(1) Service animals. A SERVICE ANIMAL is defined as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. If they meet this definition, animals are considered service animals. (An emotional support animal does not fall under the provisions of a service animal.)

(2) Animals under the control of the duty law enforcement personnel.

(3) Animals that are part of an authorized exhibit or attraction approved by the event organizers.

(C) Any animal that shows any sign of aggression in nature may be removed from an event regardless of whether or not it is a service animal. However, the mere breed of an animal alone does not satisfy the requirements of showing aggression.

(Ord. O-06-07, passed 11-1-2007; Ord. O-10-14, passed 11-6-2014; Ord.-, passed 9-4-18) Penalty, see § 10.99

#### § 90.07 COUNTY ORDINANCE; ADOPTED.

The Lincoln County Animal Control Ordinance, as from time to time amended, is hereby adopted and incorporated by reference as if fully set out herein.

(Ord. O-09-18; passed 9-4-18)

#### § 90.08 COUNTY ORDINANCE; ENFORCEMENT.

The Lincoln County Animal Control Ordinance shall be applicable within the corporate limits of the city. The Lincoln County Animal Control Department as established and governed by the county ordinance shall enforce such county ordinance within the city limits with the full cooperation of the city.

(Ord. O-09-18; passed 9-4-18)

#### § 90.09 COUNTY ORDINANCE; CONFLICT.

Where any conflict appears between the provisions of this chapter and such county ordinance, the more

restrictive shall apply and control.  
(Ord. O-09-18; passed 9-4-18)

## DOGS AT LARGE

### § 90.20 GENERALLY.

It shall be unlawful for the owner or person in charge of any dog to permit the same to be at large on the streets or sidewalks, or to be off the owner's premises, in the city unless under the physical control of the owner or person in charge of the dog, either by leash or chain.

(Prior Code, § 3-20) (Ord. O-09-18, passed 9-4-18) Penalty, see § 10.99

### § 90.21 DANGEROUS DOGS.

The authority and responsibility for dangerous dogs is delegated to the Animal Services Department of Lincoln County per Lincoln County § 92.07 Dangerous Dogs.

(A) Dangerous dogs prohibited. It shall be unlawful for anyone to own, maintain, or harbor a dog cited and identified as a DANGEROUS ANIMAL in the county, as defined in Lincoln County § 92.02.

(B) A DANGEROUS DOG is defined by Lincoln County § 92.02 definitions as:

(1) Any dog that without provocation has killed or inflicted severe injury on a person; or any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting; or is determined by the Animal Control Supervisor or his or her designee or the Board of Animal Appeals to be potentially dangerous because the dog has engaged in one or more of the following behaviors:

(a) Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization;

(b) Inflicted severe injury upon a domestic animal when not on the owner's real property; or

(c) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

(2) This definition shall not include:

(a) A dog being used by a law enforcement officer to carry out the officer's official duties;

(b) A dog being used in a lawful hunt;

(c) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or

(d) A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

(3) A dog may not be deemed dangerous strictly because of its breed or part thereof.

(Prior Code, § 3-21) (Ord. O-09-18, passed 9-4-18) Penalty, see § 10.99

### § 90.22 DUTY OF LINCOLN COUNTY ANIMAL SERVICES DEPARTMENT PER LINCOLN COUNTY § 92.04 FOR THE FOLLOWING.

(A) It is hereby declared the duty of the Lincoln County Animal Services Department to pick up any dog going at large per Lincoln County § 92.11 Impoundment and Adoption.

(B) Any dog at large picked up by the Lincoln County Animal Services Department shall be held or redeemed per Lincoln County § 92.11 Impoundment and Adoption.

(C) Animal bites. The Animal Services Supervisor or his or her designee shall be responsible for the county investigation of all reported animal bites, and for the quarantine of any animal involved for a period of ten days.

(D) Animal shelter. The Animal Services Supervisor or his or her designee shall be responsible for the county animal shelter's operation and maintenance.

(E) Arrest and enforcement. Animal Services Officers shall have the power to enforce all animal control laws of the state and violations of this subchapter in cooperation with the Health Director and by the authority of the County Sheriff.

(F) Investigations. The Officer shall:

(1) Investigate all complaints of cruelty or abuse to any animal;



(2) Investigate complaints involving and concerning animals and animal welfare; and  
(3) Investigate kennels and pet shops to ensure they are in compliance with animal control laws of the state and this subchapter.

(G) Rabies control. The Animal Services Officer shall enforce and carry out all rabies control laws of the state and this subchapter.

(H) Seizure and impoundment. The Officer shall be responsible for the seizure and impoundment of dogs and cats in violation of any animal control law of the state or this subchapter.

(Prior Code, § 3-22) (Ord. O-09-18, passed 9-4-18) Penalty, see § 10.99

#### § 90.23 REMOVAL OF CANINE WASTE.

(A) Any person owning, harboring, walking, in possession of or in charge of a dog which defecates on public property, public park property, public right-of-way or any private property without the permission of the private property owner, shall remove all feces immediately after it is deposited by the dog. All feces removed in accordance with this section shall be placed in a suitable bag or other container that closes and disposed of in a lawful manner.

(B) Any violation of this section shall constitute a non-criminal violation punishable by a fine or a civil penalty in accordance with § 10.99.

(C) The provisions of this section shall not apply to a guide dog, hearing dog or service dog accompanying any person with a disability.

(D) Nothing in this subchapter 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 the animal being a public nuisance.

(Ord. O-09-18, passed 9-4-18) Penalty, see § 10.99

#### DOGS AND RABIES CONTROL

#### § 90.35 VACCINATION OF DOGS.

(A) The authority and responsibility for animal services is delegated to the Animal Services Department of Lincoln County per Lincoln County § 92.06 responsibility of animal owner/harbinger.

(B) All owners or custodians shall keep animals under sanitary and humane conditions; provide proper food and potable water daily September 25, 2018; provide shelter from weather and maintain clean and sanitary quarters for the animals; provide medical attention for sick, diseased or injured animals and comply with G.S. § 130A-185, which requires all dogs and cats over four months of age to be vaccinated against rabies. A violation of this section shall be considered abuse of animals pursuant to G.S. § 153A-127.

(Prior Code, § 3-23) (Ord. O-09-18, passed 9-4-18) Penalty, see § 10.99

Statutory reference:

Rabies vaccination required, see G.S. § 130A-185

# 9. Shelby

## ARTICLE I. IN GENERAL

### Sec. 4-1. Location of pigpens.

It shall be unlawful for any person who owns or maintains hogs, pigs or swine within the corporate limits of the city to keep them closer than 400 feet to any residence, place of business, cemetery, playground or park within the city limits.

(Code 1985, § 3-3)

State law reference(s)—Similar provisions, G.S. 106-80Sec. 4-2. Livestock running at large.

It shall be unlawful for any person owning or having in his care or custody any horse, mule, cow, calf, ox, hog, pig, sheep, lamb, goat or any other animal to permit any such animal to run at large upon the streets or sidewalks or the property of another.

(Code 1985, § 3-4)

State law reference(s)—Allowing livestock to run at large, G.S. 68-16, 68-42; authority to regulate domestic animals, G.S. 160A-186.

### Sec. 4-3. Fowl running at large.

It shall be unlawful for any person who is the owner or has the care or custody of any chicken or any other fowl to permit such fowl to run at large upon the streets and sidewalks or the property of another.

(Code 1985, § 3-5)

State law reference(s)—Fowl running at large after notice, G.S. 68-25; authority to regulate domestic animals, G.S. 160A-186.ec.

### Sec. 4-4. Impoundment.

It shall be the duty of the animal control officer to impound all animals and fowl found running at large within the corporate limits of the city.

(Code 1985, § 3-6)

State law reference(s)—Impounding livestock at large, G.S. 68-17 et seq.

### Sec. 4-5. Dangerous and potentially dangerous animals.

It shall be unlawful for any person to own, keep or otherwise maintain any dangerous or potentially dangerous animal within the city. For purposes of this section, a dangerous animal is defined as an animal that without provocation has killed or inflicted severe injury on a person or another animal. A potentially dangerous animal means an animal that has been determined by the city to have carried out an injury causing attack on a person; approached a person in a vicious or terrorizing manner in an apparent posture of attack; or an animal, whether or not domesticated or tamed, that belongs to a species or subspecies, such as wolves, that generally does not live in or about the immediate habitation of humans. This section shall not apply to zoological parks, performing animal exhibits, circuses, pet stores, veterinarian offices, animal hospitals or similar establishments.

(Code 1985, § 3-8; Ord. No. 45-98, § 1, 8-17-1998)

**Sec. 4-6. Animals on sidewalks.**

It shall be unlawful for any person to ride, lead or drive or cause to be ridden, led or driven any horse or other animal, except dogs, upon any curb or sidewalk or footway in the city, except for the purpose of crossing such sidewalk at the entranceway to adjacent lots, and then only for the purpose of going into or out of such lots.

(Code 1985, § 3-9)

Cross reference(s)—Streets, sidewalks and other public places, ch. 40Secs. 4-7—4-40. Reserved.

## 10. Forest City

### [ARTICLE II. - PUBLIC NUISANCE]

#### Sec. 3-20. - Vicious, dangerous and potentially dangerous animals.

- (a) It shall be unlawful any person to own, possess or harbor any animal that has been declared vicious, dangerous and/or potentially dangerous.
- (b) Any animal declared to be vicious, dangerous and/or potentially dangerous shall be immediately impounded and held for a ten-calendar-day quarantine period and then humanely destroyed unless an appeal is filed as prescribed in this chapter. If an appropriate appeal is filed, the dog shall be held at the shelter, at the owner's expense, pending the final outcome of the appeal.
- (c) The owner shall deposit with the shelter the anticipated fee for the estimated time of the appeal beginning with the first day of quarantine. Such amount shall be calculated based on transportation fees, boarding fees and any known veterinary care the animal is in need of at the time the quarantine period begins. Payment of the fees is a required part of the appeals process. If the owner fails to pay the determined amount of fees, the appeal application will be deemed incomplete and no appeal heard.
- (d) Nothing in this section shall prohibit the owner from voluntarily releasing the animal to be destroyed in a humane way.

(Ord. No. 579, 10-5-09)

#### Sec. 3-21. - Public nuisance.

The keeping of any animal in such manner or in such numbers as to constitute a public nuisance is hereby prohibited. For the purposes of this section, a public nuisance shall include, but not be limited to, the following:

- (1) Having an animal that disturbs the rights of, threatens the safety of, or injures a member of the general public, or interferes with the ordinary use and enjoyment of his property;
- (2) The keeping of any animal which by continued or repeated howling, yelping, barking or otherwise, causes loud noises which would disturb the quiet, comfort or repose of a reasonably prudent person;
- (3) The keeping of any animal which is at large;
- (4) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers, damaging gardens, flowers, or vegetables, or defecating upon the property of another;
- (5) Maintaining animals in an unsanitary environment which results in unsightly or offensive animal waste, litter, or odor which would disturb a reasonable person;
- (6) The keeping, possession, harboring or feeding of animals; wild, feral or domesticated, which threaten the public health, safety and welfare of the community;
- (7) Failing to confine a female animal while in heat in a secure enclosure in such a manner that she will not be in contact with another animal, or attract other animals;
- (8) The tethering of any animal to public property or in a public right-of-way;
- (9) An animal which damages or scratches the property of another;
- (10) This section shall not apply to a working police dog in the course and scope of its duties.

(Ord. No. 579, 10-5-09)

#### Sec. 3-22. - Preventive measures for public nuisance.

Upon the finding of any violation in this chapter, or the animal control officer making declaration that a dog is a public nuisance, the animal control officer shall have the authority to require the owner of a dog to comply with specific preventive measures, as described below. Said list is for illustrative purposes only and is not intended to be comprehensive or to exclude any act of the animal control officer:

- (1) Necessary repairs to any fence or enclosure.
- (2) Measures to ensure that a gate will remain secure.
- (3) A secure fence or any other similar device that would provide greater assurance for the confinement of the dog.
- (4) Requiring the owner to tattoo or microchip the dog at the owner's expense.
- (5) Posting of "Beware of Dog" signage.
- (6) The town may impound the animal until such fence or gate is fabricated or improved to the satisfaction of the town. The owner of the animal is responsible for all impoundment fees and costs incurred in fabricating or improving such fence or gate.
- (7) If the animal control officer determines that a dog owner must take specific preventive measures, the animal control officer shall make reasonable efforts to notify the owner by a written order, stating the reasons that preventive measures are required, identifying the specific preventive measures that must be implemented, and stating the designated time period for compliance with the written order. The written order shall further state that failure to comply within the time period prescribed may result in the assessment of civil penalties and/or seizure of the animal. The animal control officer shall have the authority to allow for reasonable extensions of time limits based on good faith progress of implementation of the preventive measures. Any approved extensions shall be in writing.
- (8) It shall be unlawful for an owner to fail to comply with a written order to take preventive measures within the designated time for compliance stated in the written order or any extension thereof. Additionally, the animal control officer shall have authority to seize and impound the animal if the owner fails to comply with the aforementioned order. Each day of noncompliance shall constitute a new violation.
- (9) Nothing in this section shall prohibit the owner from voluntarily releasing the animal to be destroyed in a humane way.

(Ord. No. 579, 10-5-09)

#### Sec. 3-23. - Seizure and impoundment.

- (a) An animal control officer shall have the authority to seize and impound animals in violation of federal, state and/or local ordinances. If necessary, an animal control officer may tranquilize the animal by way of a dart gun or other method to subdue or trap such animal.
- (b) The seized or impounded animals, consistent with the provisions of this chapter, [can] be redeemed by the owner upon payment of all fines and impoundment fees. Upon failure of the owner to redeem the animal as set forth herein, the animal shall be disposed of by the animal shelter pursuant to county regulations. Neither the Town of Forest City nor the Forest City Police Department shall be under any obligation to notify the owner of the seizure the animal, however the Forest City Police Department shall make a good faith effort to notify said owner.
- (c) Any animal which appears to be lost, running at large, stray or unwanted, or which is found to be not wearing a currently valid rabies vaccination tag, as required by state law or this chapter or not under restraint in violation of this chapter, may be impounded by animal control and confined in the animal shelter in a humane manner. Impoundment of such an animal shall not relieve the owner thereof from any penalty that may be imposed for violation of this chapter.
- (d) Upon impounding an animal, the animal control officer shall inspect the animal for identification such as a tag, microchip or tattoo and make a reasonable effort to notify the owner and inform such owner

of the condition whereby the animal may be reclaimed. Any owner concerned about the loss or possible impoundment of an animal must check the animal shelter since all animals seized or impounded under this article shall be available for inspection and reclamation during the shelter's normal business hours.

(Ord. No. 579, 10-5-09)

Secs. 3-24—3-29. - Reserved.

#### ARTICLE III. - LIVESTOCK, FOWL AND EXOTIC PETS

Sec. 3-30. - Keeping of hogs, cows, horses, goats, sheep and other farm animals.

It shall be unlawful for any person to keep any hogs, cows, horses, goats, sheep or any other farm animals including fowl in the town on any property less than one acre in area. In any case of keeping horses and cows, such animals shall be kept within an enclosure on said property and the maximum population of said cows and/or horses shall not exceed one animal per acre of enclosed area. In any case of keeping of hogs, goats, sheep other farm animals or fowl other than horses and cows, such animals or fowl shall be kept in an enclosure which is at least two hundred (200) feet from any public street or dwelling which is to a part of the one acre property.

(Ord. No. 579, 10-5-09)

Sec. 3-31. - Maintenance of pens, coops, etc., where fowl kept.

Any person who owns or maintains pens, coops or shelters in which chickens, turkeys, ducks or other fowl are kept shall maintain such pens, coops or shelters in a sanitary condition. Manure accumulating in such pens, coops or shelters shall be placed in a bin which shall be watertight and so constructed that it is flyproof, or in a watertight barrel with a tight fitting lid, every five (5) days. Effective fly control methods, such as the use of an approved insecticide, shall be practiced during the fly breeding period from April 15 to November 1 of each year.

(Ord. No. 579, 10-5-09)

Sec. 3-32. - Maintenance of stables.

It shall be unlawful for any person who owns, operates or maintains a stable in the corporate limits, in which horses, mules or cows are kept, to keep such stable in an unclean or unsanitary condition. There shall be provided a bin or pit which shall be watertight, and so arranged, that it is flyproof, or a watertight barrel with a tightfitting lid. Manure accumulating in such stable shall be placed in the bin, pit or barrel each day, and the same shall be removed from such stable at intervals not longer than five (5) days, beginning on March 15 and continuing until the following September 15, and at intervals of one week from each September 16 to the following March 14.

(Ord. No. 579, 10-5-09)

Sec. 3-33. - Location of stables, lots, pens, etc., near residences.

No person shall erect, locate or maintain upon any lot within the city any cow, horse or mule stable or any chicken lot, pen or shelter nearer than two hundred (200) feet to any residence. No shelter, pen or lot or group of shelters, pens or lots housing three (3) or more dogs over the age of six (6) months shall be erected, located or maintained within two hundred (200) feet of any residence other than the residence of the owners of such dogs within the city.

(Ord. No. 579, 10-5-09)

**Sec. 3-34. - Fowl running at large.**

No person within the city shall permit chickens, guineas, turkeys, geese, ducks, pigeons, or other domesticated fowl to run at large.

(Ord. No. 579, 10-5-09)

**Sec. 3-35. - Bird sanctuary.**

The area embraced within the corporate limits and all parks and grounds used for municipal purposes are hereby declared a sanctuary for the protection of birds. The police officers of the city shall enforce strictly the state law for the protection of birds within such area. The city may post appropriate signs indicating that such area is a bird sanctuary; provided, that this section shall not be construed as protecting any birds classified as unprotected by the state wildlife resources commission or by law.

(Ord. No. 579, 10-5-09) **Sec. 3-36. - Riding horses.**

- (a) It shall be unlawful for any person to ride any horse or pony upon the public streets or sidewalks of the town except under the auspices of a parade permit.
- (b) It shall be unlawful for any person to ride any horse or pony upon public property in the town.
- (c) It shall be unlawful for any person to ride any horse or pony upon property in the town, without the consent of the owner.

(Ord. No. 579, 10-5-09) **Sec. 3-37—3-40. - Reserved.**

# 11. Cherryville

## Chapter 6

### ANIMALS\*

#### Article I. In General

- Sec. 6-1. City declared bird sanctuary; molestation of birds; procedure where birds present hazard.
- Sec. 6-2. Allowing stock or poultry to run at large.
- Sec. 6-3. Allowing animal to graze upon the streets or public places.
- Sec. 6-4. Location of horse, pony or donkey lots.
- Secs. 6-5--6-35. Reserved.

#### Article II. Dogs

- Sec. 6-36. County ordinance adopted.

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\* **State Law References:** Municipal authority to regulate domestic animals, G.S. 160A-186.



**AN ORDINANCE AMENDING CHAPTER 6, ARTICLE I, OF THE CODE OF ORDINANCES OF THE CITY OF CHERRYVILLE TO ADD SECTION 6-5**

**Sec 6-5** Effective November 14, 2007, it shall be unlawful for any person to have on any lot or premises within the city limits of Cherryville a combination of more than six (6) dogs or cats over four (4) months of age. This section shall not apply to Veterinary or Animal Hospitals.

(Ord of 5-14-2007) (\*NC State law reference: GS 160A-186)

~~Secs. 6-5—6-35. Reserved.~~

~~Secs. 6-6—6-35. Reserved.~~

## ARTICLE I.

### IN GENERAL

#### Sec. 6-1. City declared bird sanctuary; molestation of birds; procedure where birds present hazard.

(a) The entire area embraced within the corporate limits of the city is hereby a bird sanctuary.

(b) It shall be unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner any bird or wild fowl or to rob bird nests or wild fowl nests; provided, that if starlings or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or menace to health or property in the opinion of the proper health authorities of the city, then such health authorities shall meet with the representatives of the Audubon Society, bird club, garden club or humane society, or as many of such clubs as are found to exist in the city after having given at least three days' actual notice of the time and place of such meeting to the representatives of such clubs.

(c) If as a result of such meeting no satisfactory alternative is found to abate such nuisance, then such birds may be destroyed in such numbers and in such manner as is deemed advisable by such health authorities under the supervision of the chief of police of the city.

(Code 1973, § 3-1)

**Cross References:** Use of weapons or missiles prohibited, § 20-4.

**State Law References:** Municipal authority of city to establish a bird sanctuary, G.S. 160A-188.

#### Sec. 6-2. Allowing stock or poultry to run at large.

It shall be unlawful for any person to permit stock or poultry to run at large.

(Code 1973, § 3-3)

#### Sec. 6-3. Allowing animal to graze upon the streets or public places.

It shall be unlawful for any person to stake, hold or in any other manner graze any horse, cow or other animal upon any of the streets or the public squares or lots of the city.

(Code 1973, § 3-4)

#### Sec. 6-4. Location of horse, pony or donkey lots.

It shall be unlawful for any citizen of the city to maintain a lot in which horses, ponies or donkeys are kept which is closer than 200 feet to any residence. (Code 1973, § 3-5)

#### Sec. 6-5. Allowed number of dogs and cats

**Effective January 1, 2008**, it shall be unlawful for any person to have on any lot or premises within the city limits of Cherryville a combination of more than six (6) dogs or cats over four (4) months of age. This section shall not apply to Veterinary or Animal Hospitals. (Ord of 6-11-2007)(\*NC State law reference: GS 160a-186)

#### Secs. 6-6--6-35. Reserved.

## ARTICLE II.

### DOGS

#### Sec. 6-36. County ordinance adopted.

The city adopted the Gaston County ordinance entitled "An ordinance regulating dogs and other animals" on August 10, 1981. The ordinance is not set out herein, but is saved from repeal and is on file and available in the office of the city clerk.

**ARTICLE I. IN GENERAL****Sec. 6-1. City declared bird sanctuary; molestation of birds; procedure where birds present hazard.**

(a) The entire area embraced within the corporate limits of the city is hereby a bird sanctuary.

(b) It shall be unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner any bird or wild fowl or to rob bird nests or wild fowl nests; provided, that if starlings or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or menace to health or property in the opinion of the proper health authorities of the city, then such health authorities shall meet with the representatives of the Audubon Society, bird club, garden club or humane society, or as many of such clubs as are found to exist in the city after having given at least three days' actual notice of the time and place of such meeting to the representatives of such clubs.

(c) If as a result of such meeting no satisfactory alternative is found to abate such nuisance, then such birds may be destroyed in such numbers and in such manner as is deemed advisable by such health authorities under the supervision of the chief of police of the city.

(Code 1973, § 3-1)

**Cross References:** Use of weapons or missiles prohibited, § 20-4.

**State Law References:** Municipal authority of city to establish a bird sanctuary, G.S. 160A-188.

**Sec. 6-2. Allowing stock or poultry to run at large.**

It shall be unlawful for any person to permit stock or poultry to run at large.

(Code 1973, § 3-3)

**Sec. 6-3. Allowing animal to graze upon the streets or public places.**

It shall be unlawful for any person to stake, hold or in any other manner graze any horse, cow or other animal upon any of the streets or the public squares or lots of the city.

(Code 1973, § 3-4)

**Sec. 6-4. Location of horse, pony or donkey lots.**

It shall be unlawful for any citizen of the city to maintain a lot in which horses, ponies or donkeys are kept which is closer than 200 feet to any residence.

(Code 1973, § 3-5)

**Secs. 6-5--6-35. Reserved.**

**ARTICLE II.****DOGS****Sec. 6-36. County ordinance adopted.**

The city adopted the Gaston County ordinance entitled "An ordinance regulating dogs and other animals" on August 10, 1981. The ordinance is not set out herein, but is saved from repeal and is on file and available in the office of the city clerk.

## NEW SECTION FOR CHAPTER 6 (ANIMALS SECTION):

Any person owning, harboring, walking, in possession of, or in charge of any animal, which defecates on any public property, public park property, public right-of-ways OR on any private property without the permission of the property owner, shall remove the feces immediately after it is deposited by the animal and place it properly in a suitable bag or other container that closes/seals and dispose of it properly.

(Cherryville Code of Ordinances Section 6-6)

The above addition to the City of Cherryville Code of Ordinances was discussed and adopted by council effective 5.8.2017 (jsh)

# 12. Rutherfordton

## ARTICLE I. IN GENERAL

### Sec. 4-1. Purpose.

Pursuant to the authority granted by the General Statutes of North Carolina and the general police power of the town, this chapter is enacted to protect and promote the health, safety, and welfare of its citizens, and, without limiting the generality of the foregoing purpose, to specifically:

- (a) Regulate, restrict, and/or prohibit, if necessary, animals;
- (b) Protect the public from unvaccinated, diseased, stray, roaming, feral, nuisance, dangerous, aggressive, wild, and/or exotic animals;
- (c) Prohibit and make unlawful animals or acts of animals that interfere with or threaten the health, safety, or welfare of the public, and/or which interfere with the enjoyment of property or the peace of the community;
- (d) Protect animals from abuse or neglect, or conditions which are otherwise harmful to their well-being; and
- (e) Provide for certain remedies and enforcement mechanisms to carry out and/or implement such purposes.

( Ord. No. 11-18, 12-6-2017 )

### Sec. 4-2. Definitions.

For purposes of this chapter, the following definitions shall apply:

*Animal* means every non-human living organism of the classes amphibia, reptilian, aves, and mammalia, possessing the capacity of voluntary motion or mobility, including but not limited to domestic animals as hereinafter defined, livestock as hereinafter defined, equine animals as hereinafter defined, exotic animals as hereinafter defined, birds, reptiles, amphibians, and fish.

*Animal control officer* means such person(s) as shall be appointed from time to time by the town, or any person designated or authorized to act within the town pursuant to inter-local agreement, to implement and enforce the provisions of this chapter and related applicable state laws, and discharging such other duties and functions related to animals as may be authorized from time to time by the town council.

*Animal cruelty* means any act, omission, or neglect which causes or permits unjustifiable physical pain, suffering, or death to an animal.

*Dangerous animal* means any animal, other than a working police dog, which has been specifically trained or taught to attack humans or other animals, or to engage in fights with other animals, or which has, without provocation, exhibited aggressive behavior toward humans or other animals by attacking, biting, threatening, terrorizing, injuring, or otherwise causing physical harm or reasonable fear of such harm while not on its owner's property, as hereinafter defined, or which has been otherwise determined by the animal control officer to be potentially dangerous due to propensities or tendencies exhibited by the animal which, under the totality of the circumstances, create a reasonable fear that there is a risk of such behaviors, as well as any animal which is found to be rabid or diseased.

*Domestic animal* means those animals indigenous to the area which normally and customarily share human habitat in the town, and which are normally dependent upon humans for food and shelter, including but not

limited to domestic cats, domestic dogs, domestic ferrets, caged birds, fish confined to an aquarium or fish pond, and such other animals which are normally kept as household pets and/or are subject to the laws of the State of North Carolina pertaining to rabies or other vaccination, but do not meet the definition of equine animals or livestock.

*Equine animal* means any horse, mule, pony, donkey, or hinny.

*Exotic animal* means any animal not indigenous to the area that would ordinarily be confined to a zoo, scientific or zoological exhibit, or similar facility, and which does not meet the definition of a domestic animal, equine animal, or livestock. Specifically excluded from the definition of exotic animal are caged birds and fish confined to an indoor aquarium or outdoor fish pond, which, even if not indigenous to the area, shall be considered domestic animals.

*Kennel, cattery or pet shop* means any facility or property which keeps, breeds, sells, or boards domestic animals for a fee, and any person who keeps, shelters, harbors, or feeds more than four domestic animals over 12 weeks of age at any one time shall be deemed to be operating a kennel, cattery, or pet store.

*Livestock* means all domesticated animals which are ordinarily and customarily kept for agricultural purposes, including but not limited to cattle and bovine animals, sheep, goats, bees, chickens, turkeys, llamas, and swine.

*Lot* means a single parcel of real property, together with any adjacent, contiguous, and/or adjoining parcels of real property if under common ownership.

*Nuisance animal* means any animal which causes or creates annoyance by noise or odor, or which has on more than one occasion, turned over garbage or recycling receptacles, or which has, on more than one occasion, destroyed or caused damage to gardens, shrubs, plantings, yards, real property, or personal property, or which is otherwise destructive or has otherwise disturbed the peace, or which has unreasonably interfered with the peaceful use and enjoyment of any public areas or neighboring properties. Any animal found to be roaming or running at large on more than one occasion, or which has been involved in multiple violations of this chapter, may also be declared to be a nuisance animal in the discretion of the animal control officer.

*Owner* means any person who keeps, harbors, shelters, or otherwise cares for any animal (excluding kennels and catteries), or who otherwise has a possessory property right in an animal, or has possession, charge, custody, or control of an animal.

*Owner's property* means any real property owned, leased, or occupied by the owner of an animal, over which real property the owner of the animal exerts control and has a right of exclusive possession, and specifically excludes any public or common areas.

*Proper enclosure* means a building or other enclosure from which an animal cannot escape, or an outside area enclosed by a fence of sufficient design and height to prevent the escape of the particular type(s) of animal to be contained, or suitable electric or invisible fencing such that the animal cannot leave the area enclosed by the fence.

*Service animal* means an animal that has been specially trained to provide assistance to persons with impaired senses, mobility, or other recognized impairments, and has been properly registered as such, as well as working police dogs.

*Stray or feral animal* means any animal other than a wild animal which is found to be roaming or running at large and which does not have an owner, or for which the owner of the animal cannot be immediately determined by collar tag or electronic chip, or otherwise determined in the exercise of reasonable diligence.

*Wild animal* means any animal that, while indigenous to the area, would ordinarily be confined to a zoo, scientific or zoological exhibit, or similar facility, and/or any other indigenous animal which does not meet the definition of a domestic animal, equine animal, or livestock, or which may cause a reasonable person to be fearful of bodily harm, disease, or property damage, including but not limited to squirrels, raccoons, skunks, opossums, groundhogs, deer, wolves, foxes, coyotes, bobcats and other wild felines, wild swine, venomous reptiles, reptiles weighing over 50 pounds at maturity, and any other animal known at law as *ferae natura*.

( Ord. No. 11-18, 12-6-2017 )

## **ARTICLE II. DOMESTIC ANIMALS**

### **Sec. 4-3. Physical restraint of domestic animals.**

It shall be unlawful for the owner of any domestic animal to allow such domestic animal, excluding spayed/neutered domestic cats, to run at large or to otherwise leave the premises of the owner's property, unless such domestic animal is physically restrained by means of a leash or other suitable device by which the owner can restrain and/or control the domestic animal, or is confined within a vehicle.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-4. Control of domestic animals on the owner's property.**

While on the owner's property, domestic animals, excluding spayed/neutered domestic cats, must be either in a proper enclosure, properly restrained as set forth in section 4-3 above, or in the physical presence of a responsible adult who is in the proximity of the domestic animal such that he or she could restrain or exert direct control over the domestic animal by verbal or physical means if necessary.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-5. Vaccinations and tags or chips.**

The owners of all domestic animals of greater than four months of age shall have such domestic animals vaccinated against rabies, and shall maintain proper documentation or record of such vaccination, and further shall ensure that such domestic animal is at all times wearing a collar tag displaying a record of such vaccination as well as the name and address of the owner, and/or has an implanted electronic chip containing such information.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-6. Domestic animals in season.**

The owner of every domestic animal that has not been spayed or neutered shall confine such domestic animal in a proper enclosure at all times that the domestic animal is in season, and shall take all steps necessary to ensure that it cannot come into contact with other domestic animals, and for purposes of this section electric or invisible fencing shall not be a proper enclosure because such installations do not prevent other domestic animals from entering onto the owner's property and coming into contact with the owner's domestic animal. Provided, however, that nothing herein shall prevent the intentional breeding of domestic animals within a proper enclosure on the owner's property (again, exclusive of invisible fencing), subject to the requirements of section 4-7 below.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-7. Kennels, catteries, and pet shops.**

It shall be unlawful for any person to own or operate a kennel, cattery, or pet shop within the town except in accordance with the provisions of state laws and regulations concerning the operation of such facilities, and the Town's Unified Development Ordinance. Any such facility or property must be kept in a clean and sanitary condition such as not to allow any nuisance of noise or odor, or to in any way otherwise interfere with the quiet enjoyment of neighboring properties. All such facilities shall include proper enclosures suitable for the number of

domestic animals contained therein at any one time, and no kennel, cattery, or pet shop shall be located within 100 feet of any dwelling or residence, other than that of the owner of the property on which it is located.

( Ord. No. 11-18, 12-6-2017 )

#### **Sec. 4-8. Public areas.**

All domestic animals in public areas, including but not limited to Crestview Park, Kiwanis Park, Main Street Park, the Purple Martin Trail, and the Thermal Belt Rail-Trail, shall be subject to the following requirements:

- (1) All domestic animals in public areas shall be properly restrained in accordance with section 4-3 above, and shall not be allowed to run at large in any public area;
- (2) The owner of any domestic animal that defecates in any public area shall clean up after their animal and properly dispose of the waste by sealing it in a plastic bag and placing it in a trash receptacle;
- (3) Other than service animals, it shall be unlawful to allow any domestic animal into or onto any of the following areas at Crestview Park:
  - a. Tennis courts;
  - b. Basketball courts;
  - c. Restrooms;
  - d. Concession stand;
  - e. Picnic shelter; and/or
  - f. Baseball/softball playing fields.

( Ord. No. 11-18, 12-6-2017 )

### ***ARTICLE III. LIVESTOCK AND EQUINE ANIMALS***

#### **Sec. 4-9. Keeping of livestock and equine animals.**

It shall be unlawful to keep or maintain any livestock or equine animals within the corporate limits of the town, except as specifically allowed in this article.

( Ord. No. 11-18, 12-6-2017 )

#### **Sec. 4-10. Keeping of chickens.**

It shall be unlawful for any person to keep or maintain any roosters or male chickens, and hens or female chickens may only be kept within the corporate limits of the town in accordance with the following:

- (1) Chickens may not be allowed to run at large and must be kept within a proper enclosure, which must be located as follows:
  - a. In the backyard of a residence and/or in such a manner that the enclosure is not visible from the road or street on which the residence is located, and for vacant lots, in such a manner that the enclosure is not visible from the street at the front of the lot;
  - b. More than 50 feet from any well, spring, stream, or other water source;
  - c. More than 50 feet from any drain, sewer, gutter, or similar feature which collects surface water run-off;



- d. More than 50 feet from the boundary of any adjoining property unless under common ownership; and
  - e. More than 100 feet from any dwelling or residence other than that of the owner of the property on which the enclosure is located.
- (2) No more than four hens may be kept on any lot, and no roosters may be kept.
  - (3) No outside slaughtering of chickens is permitted.
  - (4) The proper enclosure in which the chickens are kept must be maintained in a neat and clean condition, with all waste regularly and properly disposed of in such a manner to prevent offensive odors.

( Ord. No. 11-18, 12-6-2017 )

**Sec. 4-11. Keeping of equine animals, sheep, or goats.**

- (a) It shall be unlawful to keep any equine animal, sheep, or goat on any lot within the corporate limits of the town that is less than two acres in size. For any lot larger than two acres in size, the number of equine animals, sheep, or goats that may be kept is as follows:

Lots 2—5 acres in size	No more than five total animals
Lots 5—10 acres in size	No more than ten total animals
Lots larger than ten acres	No more than one animal per acre

- (b) Equine animals, sheep, or goats kept in accordance with this section may not be allowed to run at large, and must be kept in a proper enclosure, the outside perimeter of which is located as follows:
  - (1) More than 50 feet from any well, spring, stream, or other water source;
  - (2) More than 50 feet from any drain, sewer, gutter, or similar feature which collects surface water runoff;
  - (3) More than 50 feet from the boundary of any adjoining property, unless under common ownership; and
  - (4) More than 100 feet from any dwelling or residence other than that of the owner of the property on which the enclosure is located.
- (c) The proper enclosure in which the equine animals, sheep, or goats are kept must be maintained in a neat and clean condition, with all waste regularly and properly disposed of in such a manner to prevent offensive odors.
- (d) No outside slaughtering of sheep or goats is permitted.

( Ord. No. 11-18, 12-6-2017 )

**Sec. 4-12. Keeping of bees.**

The keeping of bees shall be allowed only in accordance with the following:

- (1) Any hive or other enclosure for the keeping of bees must be located at least 25 feet from any adjoining property boundary, unless under common ownership, and at least 100 feet from any residence other than that of the owner of the property on which it is located; and
- (2) No more than four hives may be located on a lot of less than two acres in size.

( Ord. No. 11-18, 12-6-2017 )

## **ARTICLE IV. EXOTIC ANIMALS AND WILD ANIMALS**

### **Sec. 4-13. Keeping of exotic animals.**

It shall be unlawful to keep or maintain any exotic animal within the corporate limits of the town, subject to the following exceptions:

- (1) Properly permitted pet shops, to the extent permitted by and operated in accordance with the Town's Unified Development Ordinance;
- (2) Zoos, scientific or zoological exhibits, laboratories, or research facilities, to the extent permitted by and operated in accordance with the Town's Unified Development Ordinance; and
- (3) Exhibitors licensed by the United States Department of Agriculture for displaying such animals for educational purposes, provided that the animals are maintained in a manner sufficient to prevent escape.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-14. Keeping of wild animals.**

It shall be unlawful to keep or maintain any wild animal within the corporate limits of the town, subject to the following exceptions:

- (1) Zoos, scientific or zoological exhibits, laboratories, or research facilities, to the extent permitted and operated in accordance with the Town's Unified Development Ordinance; and
- (2) Exhibitors licensed by the United States Department of Agriculture for displaying such animals for educational purposes, provided that the animals are maintained in a manner sufficient to prevent escape.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-15. Confinement/proper enclosure.**

Any exotic animal or wild animal permitted under one of the listed exceptions under section 4-13 or 4-14 above may not be allowed to run at large and must be confined in a manner meeting all current regulations promulgated by the state wildlife commission and/or the United States Department of Agriculture, and which also meets the requirements of the North Carolina Animal Welfare Act. Further, the confinement must, in the judgment of the animal control officer, be sufficient to prevent escape and otherwise protect the safety and welfare of the public.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-16. Bird sanctuary.**

The entire area embraced within the corporate limits of the town is designated as a bird sanctuary, pursuant to N.C.G.S. 160A-188.

( Ord. No. 11-18, 12-6-2017 )

## **ARTICLE V. NUISANCE AND DANGEROUS ANIMALS**

### ***Sec. 4-17. Declaration of public nuisance.***

It shall be unlawful to keep any nuisance animal within the corporate limits of the town, and the keeping of any such animal is hereby declared to be a public nuisance.

( Ord. No. 11-18, 12-6-2017 )

### **Sec. 4-18. Keeping of dangerous animals.**

It shall be unlawful to keep any dangerous animal within the corporate limits of the town.

( Ord. No. 11-18, 12-6-2017 )



THE TOWN OF  
**BOILING SPRINGS**  
ONE TOWN • ONE UNIVERSITY • ONE COMMUNITY

## ANIMALS ON PUBLIC STREETS

**Options to Proceed:** Instruct staff to prepare a resolution to amend Chapter 52: Solid Waste

### SUMMARY

Attached is a redline copy of section 52.609. Staff recommends removing some of the language prohibiting all instances of horse carriages in town. This would still leave the prohibitions against animals on private property and animal deposits.

### MATERIALS PROVIDED

- **Redline copy of ordinance with suggested changes**

---

**Sec. 52.609. Animals on public streets, public sidewalks, and property in the town.**

- (a) It shall be unlawful to ride, drive or lead any horse, cow, or other hoofed animals on any public sidewalk ~~or public street. Exceptions may be made by special permit approved by the town Manager or designee for carnivals, parades, or other special events permitted by the Town of Boiling Springs.~~
- (b) It shall be unlawful for any person to ride, drive, or lead any horse, cow, or other hoofed animals upon property in the town, without the consent of the owner.
- (c) Any person owning, harboring, walking, riding, in possession of or in charge of any animal which defecates on public property, public park property, public right-of-way or any private property without the permission of the private property owner, shall remove all feces immediately after it is deposited by the animal. All feces removed in accordance with this section shall be placed in a suitable bag or other container that closes and disposed of in a lawful manner.

( Ord. No. 20200804.01 , pt. 1, 8-4-22)



## RETAIL BUILDING RENDERINGS

### *Options to Proceed:*

1. Motion to instruct staff to form a plan to build and attract tenants
2. Motion to table for further review
3. Motion to ask Talley & Smith Architecture to adjust the renderings
4. Motion to not pursue the buildings in front of Town Hall

## SUMMARY

We have previously discussed the idea presented in the downtown master plan of buildings in front of Town Hall. At the direction of Council, staff approached Talley & Smith Architecture to produce renderings of what this concept might look like in reality. Attached is what they provided.

The Downtown Streetscape Subcommittee reviewed the renderings via email. The designs were well received and met with some questions. Mr. Greene still had reservations about them being in front of Town Hall and asked:

1. Would we build the structures and then find tenants?
2. Would we find tenants and then built the buildings?
3. Would we sell or rent the space?
4. Would we build them at the same time?

Staff feels confident we could start to attract potential tenants with the renderings. However, most business owners want a shorter timeframe so we believe efforts for recruitment would be more productive after construction has been approved or started.

We have had several current and potential business owners approach us in the last 6 months. Those conversations, coupled with conversations we have had with a retail recruitment firm, lend themselves to the positive outlook for filling the space.

One business has tried to establish themselves in numerous locations in town unsuccessfully. It seems that businesses want to be here but have difficulty finding a suitable location. Additionally, one of the four priorities of our strategic plan is business recruitment, and our Developer Recruitment Packet would serve as a good marketing tool to potential tenants.

If Council would like to continue to explore the idea, staff would like to form a plan to fund the project and devise a strategy to attract businesses that we could bring back to Council for consideration of the next steps.

## MATERIALS PROVIDED

- **Renderings**













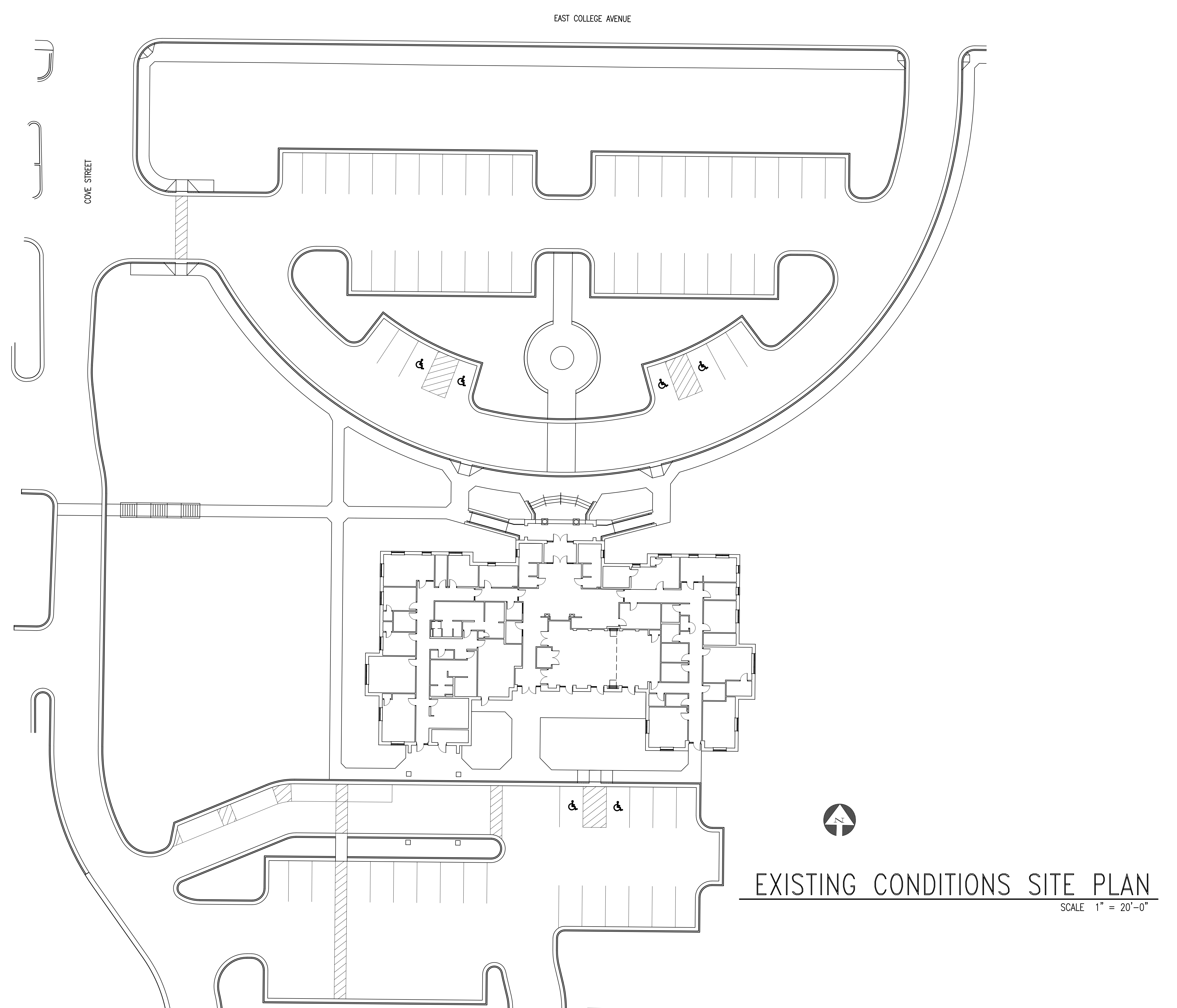







REVISIONS:

DATE	DESCRIPTION



INCOMPLETE  
PROGRESS PRINT  
NOT FOR CONSTRUCTION

 **TALLEY & SMITH**  
ARCHITECTURE, INC.  
SHELBY, NORTH CAROLINA  
P.O. BOX 518 (28151-0518) 704-487-7082  
409 E. MARION ST. (28150) FAX 704-482-5596

**EXISTING CONDITIONS SITE PLAN**  
SCALE 1" = 20'-0"

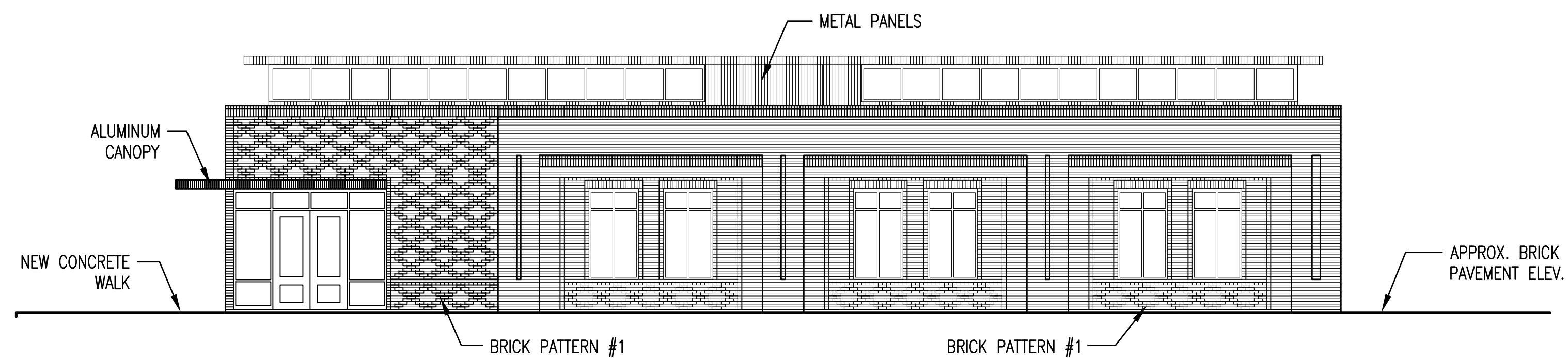
**BOILING SPRINGS  
DOWNTOWN IMPROVEMENTS  
& NEW STREET FRONT BLDGS**  
Boiling Springs, North Carolina

COMM. NUMBER: 959  
DATE: August 18, 2022  
Copyright © 2022  
Talley & Smith Architecture, Inc.

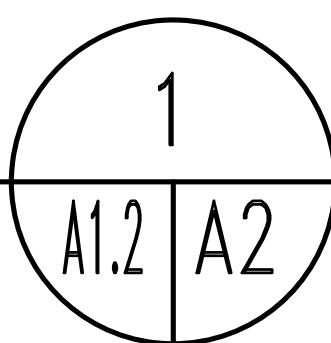
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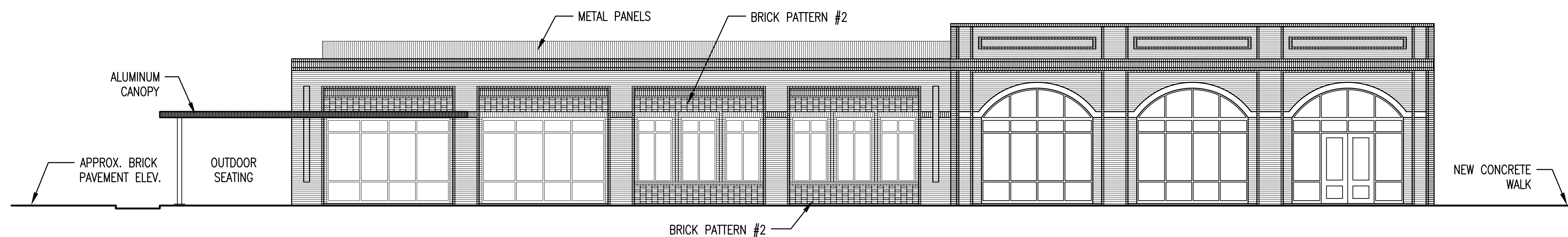
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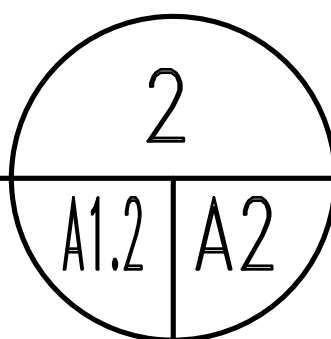
NEW STOREFRONT ELEVATION



1/8" = 1'-0"



NEW STOREFRONT ELEVATION



1/8" = 1'-0"

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BOILING SPRINGS  
 DOWNTOWN IMPROVEMENTS  
 & NEW STREET FRONT BLDGS  
 Boiling Springs, North Carolina

COMM. NUMBER: 959  
 DATE: August 18, 2022

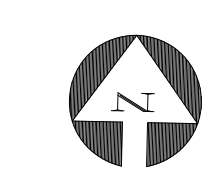
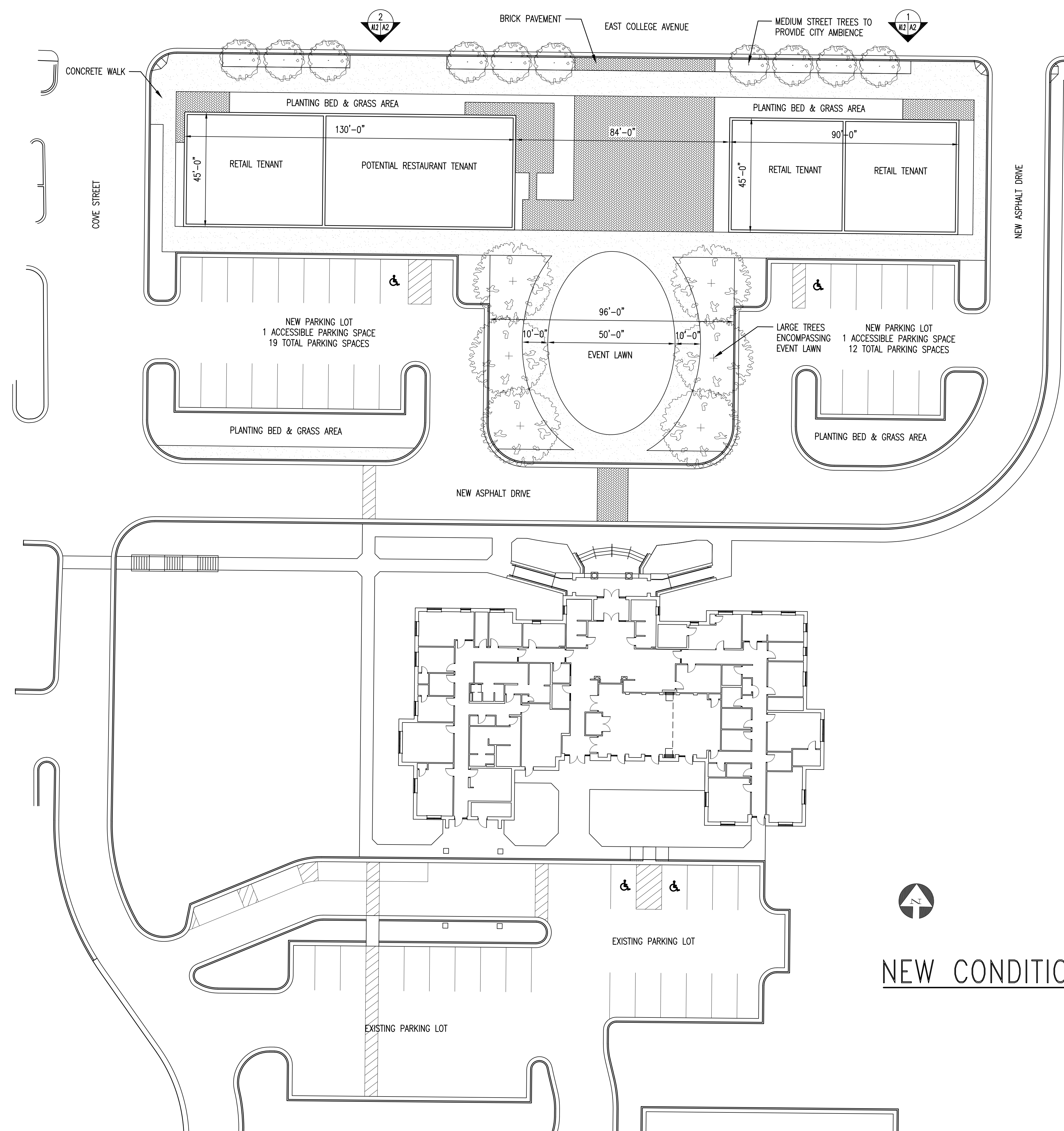
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 Talley & Smith Architecture, Inc.

SHEET  
**A2**  
 X OF XX



REVISIONS:

DATE	DESCRIPTION



**NEW CONDITIONS SITE PLAN**  
 SCALE 1" = 20'-0"

**INCOMPLETE**  
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**TALLEY & SMITH ARCHITECTURE, INC.**  
 SHELBY, NORTH CAROLINA  
 P.O. BOX 518 (28151-0518) 704-487-7082  
 409 E. MARION ST. (28150) FAX 704-482-5596

**BOILING SPRINGS DOWNTOWN IMPROVEMENTS & NEW STREET FRONT BLDGS**  
 Boiling Springs, North Carolina

COMM. NUMBER: 959  
 DATE: August 18, 2022  
 SHEET **A1.2**  
 X OF XX  
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## CHRISTMAS PARADE

**Requested Action:** Staff requests feedback on the Christmas parade.

## SUMMARY

It's already time to start thinking about the Christmas parade in Boiling Springs.

We have funds budgeted for the parade float for Santa. If Council wants to proceed with having the parade this year, we will plan for it. We will need to find a Santa for the float and vehicles for any officials that would like to participate. Council will also need to consider who or what group should be named the grand marshal. This can be decided next month (October).

The parade would be Sunday, November 27<sup>th</sup>.

## MATERIALS PROVIDED

- None



## ROADWAY IMPROVEMENTS

### ***Options to Proceed:***

1. Motion to install the full intersection conflict system at Hillcrest
2. Motion to install a warning sign as you approach Hillcrest
3. Table and explore other options

***Requested Action:*** Staff also requests feedback on the idea of parallel parking spaces on E. College

## SUMMARY

Staff has been working on the intersection conflict system at Hillcrest and E. College since we previously discussed this opportunity. DOT declined to assist financially with the project as incidents at that intersection were too few. The final implementation of what we originally discussed has gone through several iterations, but there are two options for Council to consider.

The option most similar to what we originally discussed would be a combination of a wireless and wired system. A flashing warning sign will be placed further east of Hillcrest to warn motorists that a “blind” intersection is ahead. A sign with two lights will be across from the stop sign at Hillcrest and will flash as a vehicle passes the warning sign on E. College. The communication between the signs will be wireless. The flashing beacons across from Hillcrest will be wired through a new connection with Duke Energy. The warning sign on E. College will be solar-powered. This option is \$11,500.

The other option is to place the warning sign further east on E. College and not install the flashing beacons across from Hillcrest. This would still warn motorists of the hidden intersection ahead. It would not give the cars pulling out of Hillcrest a warning about vehicles approaching. This option would be \$1,500.

On a related note, staff has been exploring additional options for slowing vehicles down as they pass through downtown. Studies show that a visually narrower street (created with pedestrian crossings, parked vehicles, curbs, street trees, etc.) will cause motorists to instinctually slow down. We want to explore the possibility of adding parallel parking spaces in front of Town Hall on E. College. There are already a couple of spaces in front of Turner Trucking that are closer to the intersection. The goal would be to make this area seem narrower and decrease the speed of vehicles. DOT is looking into the possibility (truck traffic is a concern of theirs), but if they approve of the concept, staff could move forward if Council would like to do that.

## MATERIALS PROVIDED

- **Parallel Spaces Rendering**

### East College Parking

- 10 spaces (25 feet in length, 8 feet wide)
- Overlay was copied from MUTCD for reference
- 20 ft. from sidewalk / end of curb





## COUNCIL MEETING VIDEOS

**Requested Action:** Staff requests feedback on the presentation of Council meeting videos

## SUMMARY

We have discussed previously how to present a digital format of our meetings to reach a broader audience. Currently, Mr. Saldo records the meetings, uploads them to a [YouTube page](#), and links the agenda with the video through our website. We have the option of sharing links to these videos after they are uploaded, or we can stream the meetings on Facebook. Either way, we can still tie the agenda items to the videos from our website. A live stream engages Facebook users as it notifies followers when the video starts. If Council has a preference, we can proceed as you all see fit or continue with how we've been implementing the digital option.

## MATERIALS PROVIDED

- None

Town of Boiling Springs  
Statement of Revenue and Expenses to Budget - General Fund  
As of 6/30/2022

Revenue:

	<u>6/30/2021</u>	<u>6/30/2022</u>	<u>Begin Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Ad valorem taxes:						
FY 2021-2022	1,135,574.12	1,232,659.44	1,216,000	<b>1,216,000</b>	(16,659.44)	101.4%
Prior years	7,082.42	9,565.86	5,000	<b>5,000</b>	(4,565.86)	191.3%
Tax penalties (less discounts)	(519.98)	(405.36)		-	405.36	0.0%
Total taxes	1,142,136.56	1,241,819.94	1,221,000	<b>1,221,000</b>	(20,820)	101.7%
Other income:						
Court costs-fees-charges	873.00	647.50	1,000	<b>1,000</b>	352.50	64.8%
Beer & wine licenses	105.00	40.00		-	(40.00)	0.0%
Library donations	18,000.00	18,000.00	18,000	<b>18,000</b>	-	100.0%
LEO grants				-	-	0.0%
SPR Grant				-	-	0.0%
CARES Act	121,698.00			-	-	0.0%
Powell Bill funds	120,315.15	138,202.29	114,000	<b>114,000</b>	(24,202.29)	121.2%
Solid waste disposal tax	3,528.97	3,564.48	3,500	<b>3,500</b>	(64.48)	101.8%
Utilities tax	212,739.29	162,941.37	215,400	<b>215,400</b>	52,458.63	75.6%
Beer & wine tax	19,873.56	18,307.71	20,700	<b>20,700</b>	2,392.29	88.4%
Unauthorized substance tax	4,731.60	163.00		-	(163.00)	0.0%
Local option sales tax	503,557.93	561,429.50	504,600	<b>504,600</b>	(56,829.50)	111.3%
Recycling	98,538.00	98,836.50	97,500	<b>97,500</b>	(1,336.50)	101.4%
Solid waste	223,693.50	226,482.50	220,000	<b>220,000</b>	(6,482.50)	102.9%
Investment earnings	1,707.43	1,117.19	2,000	<b>2,000</b>	882.81	55.9%
Powell Bill investment earnings	1,130.82	705.78	1,500	<b>1,500</b>	794.22	47.1%
Profit/(loss) on sale of assets	7,901.00	15,600.00		<b>8,800</b>	(6,800.00)	0.0%
Zoning	4,300.00	5,415.00	5,000	<b>5,000</b>	(415.00)	108.3%
Cleveland Co recreation grant	74,103.96	76,310.98	78,400	<b>78,400</b>	2,089.02	97.3%
CC Schools SRO grant	68,000.00	68,000.00	68,000	<b>68,000</b>	-	100.0%
Shop With A Cop donations		7,175.00	5,000	<b>5,000</b>	(2,175.00)	143.5%
Donations & fundraising				-	-	0.0%
Miscellaneous income	4,626.85	16,410.83	24,500	<b>24,500</b>	8,089.17	67.0%
Proceeds from financing	150,000.00			-	-	0.0%
Transfer from fund balance	153,000.00	251,550.00	85,000	<b>273,050</b>	21,500.00	92.1%
Transfer from Powell Bill reserve	122,000.00	335,500.00	335,500	<b>335,500</b>	-	100.0%
Total other income	1,914,424.06	2,006,399.63	1,799,600	<b>1,996,450</b>	(9,950)	100.5%
Total revenue	3,056,560.62	3,248,219.57	3,020,600	<b>3,217,450</b>	(30,769.57)	101.0%

## Expenses:

	<u>6/30/2021</u>	<u>6/30/2022</u>	<u>Begin Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Administration:						
Salary & wages	188,813.87	205,903.91	191,700	<b>206,000</b>	96.09	100.0%
Commissioners' salaries	8,300.00	8,100.00	8,400	<b>8,400</b>	300.00	96.4%
401(k)	9,240.00	9,833.55	9,600	<b>10,250</b>	416.45	95.9%
Payroll taxes	15,038.12	17,185.93	15,400	<b>17,200</b>	14.07	99.9%
Retirement	19,154.42	22,690.78	22,100	<b>24,100</b>	1,409.22	94.2%
Group insurance	28,146.84	26,283.59	30,800	<b>28,900</b>	2,616.41	90.9%
Maintenance & repairs-building	14,601.34	16,786.33	12,000	<b>17,100</b>	313.67	98.2%
Departmental supplies	11,324.98	18,791.79	12,000	<b>18,800</b>	8.21	100.0%
Training	3,942.40	5,461.76	4,000	<b>5,500</b>	38.24	99.3%
Telephone	5,900.05	4,124.95	7,000	<b>7,000</b>	2,875.05	58.9%
Utilities	8,254.45	7,590.37	10,000	<b>10,000</b>	2,409.63	75.9%
Postage	1,626.35	1,746.58	1,400	<b>1,800</b>	53.42	97.0%
Maintenance & repairs-equipment	1,876.94	1,657.50	2,000	<b>2,000</b>	342.50	82.9%
Advertising	5,979.70	11,208.64	8,000	<b>14,700</b>	3,491.36	76.2%
Dues & subscriptions	20,236.83	20,193.09	22,000	<b>22,000</b>	1,806.91	91.8%
Professional services	14,655.98	47,558.30	15,000	<b>121,600</b>	74,041.70	39.1%
Property tax collection	25,105.53	29,565.26	24,000	<b>29,600</b>	34.74	99.9%
Contracted services	23,027.48	57,316.72	46,000	<b>61,100</b>	3,783.28	93.8%
Insurance & bonds	93,790.95	108,849.64	100,000	<b>108,900</b>	50.36	100.0%
Contingency				-	-	0.0%
Miscellaneous	3,740.91	4,471.22	4,000	<b>4,500</b>	28.78	99.4%
Capital outlay	50,000.00			-	-	0.0%
Noncapital equipment	3,653.11	5,241.75		<b>5,300</b>	58.25	98.9%
Downtown enhancement		8,476.50	18,700	<b>18,700</b>	10,223.50	45.3%
Capital reserve				-	-	0.0%
Debt service	56,926.19	55,620.34	55,700	<b>55,700</b>	79.66	99.9%
<b>Total Administration</b>	<b>613,336.44</b>	<b>694,658.50</b>	<b>619,800</b>	<b>799,150</b>	<b>104,491.50</b>	<b>86.9%</b>
Police:						
Salary & wages	476,946.34	506,911.60	538,700	<b>507,000</b>	88.40	100.0%
401(k)	39,844.24	27,451.00	29,200	<b>29,200</b>	1,749.00	94.0%
Payroll taxes	25,699.00	45,001.27	46,300	<b>46,300</b>	1,298.73	97.2%
Retirement	42,651.73	4,685.07	5,100	<b>5,100</b>	414.93	91.9%
Non-LEO wages	4,044.56	40,961.36	43,500	<b>41,400</b>	438.64	98.9%
Group insurance	88,353.19	88,500.66	92,200	<b>88,600</b>	99.34	99.9%
Reserve wages	30,910.34	23,399.56	10,000	<b>23,400</b>	0.44	100.0%
Separation allowance	12,173.72	12,173.72	12,200	<b>12,200</b>	26.28	99.8%
LEO retirement	51,121.23	60,718.58	64,900	<b>61,700</b>	981.42	98.4%
Maintenance & repairs-building	300.00	7,319.42	1,500	<b>7,400</b>	80.58	98.9%
Maintenance & repairs-vehicles	20,122.98	21,782.60	18,000	<b>21,800</b>	17.40	99.9%
Departmental supplies	18,775.67	12,542.39	14,000	<b>14,000</b>	1,457.61	89.6%
Training	100.00	210.46	2,000	<b>2,000</b>	1,789.54	10.5%
Telephone	7,866.35	7,900.95	7,500	<b>8,000</b>	99.05	98.8%
Utilities	5,303.19	5,431.09	6,500	<b>6,500</b>	1,068.91	83.6%
Maintenance & repairs-equipment	1,808.33	2,517.04	2,000	<b>2,600</b>	82.96	96.8%
Gasoline	21,479.58	31,779.91	22,000	<b>31,800</b>	20.09	99.9%
Contracted services	37,150.59	40,481.70	34,000	<b>40,600</b>	118.30	99.7%
Shop With A Cop expenses	1,648.74	3,972.86	5,000	<b>5,000</b>	1,027.14	79.5%
Fundraising expenses				-	-	0.0%
Miscellaneous				-	-	0.0%
Capital outlay	75,492.86	17,460.04	38,000	<b>38,000</b>	20,539.96	45.9%
Equipment (non-capital)	33,025.87	4,745.85	14,000	<b>31,500</b>	26,754.15	15.1%
<b>Total Police</b>	<b>994,818.51</b>	<b>965,947.13</b>	<b>1,006,600</b>	<b>1,024,100</b>	<b>58,152.87</b>	<b>94.3%</b>
Fire:						
Contracted services	253,012.00	290,400.00	290,400	<b>290,400</b>	-	100.0%
<b>Total Fire</b>	<b>253,012.00</b>	<b>290,400.00</b>	<b>290,400</b>	<b>290,400</b>	<b>-</b>	<b>100.0%</b>

	<u>6/30/2021</u>	<u>6/30/2022</u>	<u>Begin Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Street lighting:						
Departmental supplies	60.99	94.66	200	<b>200</b>	105.34	47.3%
Street lighting	39,357.76	38,189.07	40,000	<b>39,700</b>	1,510.93	96.2%
Contracted services				-	-	0.0%
Street signs	1,222.40	706.60	500	<b>800</b>	93.40	88.3%
Total Street Lighting	40,641.15	38,990.33	40,700	<b>40,700</b>	1,709.67	95.8%
Powell Bill:						
Maintenance & repairs-streets		2,665.00	17,000	<b>17,000</b>	14,335.00	15.7%
Maintenance & repairs-vehicles				-	-	0.0%
Departmental supplies	1,729.34	999.74	2,000	<b>2,000</b>	1,000.26	50.0%
Maintenance & repairs-equipment				-	-	0.0%
Gasoline				-	-	0.0%
Professional services				-	-	0.0%
Contracted services	74,474.97	313,167.05	428,500	<b>406,950</b>	93,782.95	77.0%
Insurance & bonds	2,936.90	3,627.21	3,500	<b>3,650</b>	22.79	99.4%
Capital outlay		21,301.31		<b>21,400</b>	98.69	99.5%
Total Powell Bill	79,141.21	341,760.31	451,000	<b>451,000</b>	109,239.69	75.8%
Sanitation:						
Salary & wages	77,352.74	47,142.47	58,900	<b>49,100</b>	1,957.53	96.0%
Part-time wages	16,258.54	2,206.05	25,000	<b>4,300</b>	2,093.95	51.3%
401(k)	2,349.00	340.00	3,000	<b>3,000</b>	2,660.00	11.3%
Payroll taxes	8,822.62	4,350.74	6,500	<b>6,500</b>	2,149.26	66.9%
Retirement	4,865.27	4,200.25	6,800	<b>6,800</b>	2,599.75	61.8%
Group insurance	14,059.86	12,923.79	23,100	<b>23,100</b>	10,176.21	55.9%
Uniforms	4,448.26	4,416.99	7,500	<b>7,500</b>	3,083.01	58.9%
Maintenance & repairs-building	159.45	2,537.20	1,000	<b>2,600</b>	62.80	97.6%
Maintenance & repairs-vehicles	24,203.72	18,192.56	20,000	<b>20,000</b>	1,807.44	91.0%
Departmental supplies	7,695.07	8,817.03	15,700	<b>15,700</b>	6,882.97	56.2%
Telephone	4,602.38	4,820.45	4,500	<b>5,200</b>	379.55	92.7%
Utilities	725.38	754.17	800	<b>800</b>	45.83	94.3%
Maintenance & repairs-equipment	1,482.71	3,698.33	4,000	<b>4,000</b>	301.67	92.5%
Gasoline	14,025.34	31,587.16	20,000	<b>31,600</b>	12.84	100.0%
Contracted services	152,617.65	161,212.04	148,000	<b>161,300</b>	87.96	99.9%
Capital outlay	77,006.00	73,829.00	72,000	<b>73,900</b>	71.00	99.9%
Equipment (non-capital)		1,383.00		<b>1,400</b>	17.00	98.8%
Debt service		31,439.99	31,500	<b>31,500</b>	60.01	99.8%
Capital reserve-trash truck				-	-	0.0%
Total Sanitation	410,673.99	413,851.22	448,300	<b>448,300</b>	34,448.78	92.3%



	<u>6/30/2021</u>	<u>6/30/2022</u>	<u>Begin Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Parks & recreation:						
Salary & wages	32,942.48	33,632.40	34,500	<b>34,500</b>	867.60	97.5%
401(k)	1,643.00	1,678.00	1,800	<b>1,800</b>	122.00	93.2%
Payroll taxes	2,509.76	3,134.46	2,700	<b>3,200</b>	65.54	98.0%
Retirement	3,343.63	3,816.67	4,000	<b>4,000</b>	183.33	95.4%
Group insurance	18.70	11.83	100	<b>100</b>	88.17	11.8%
Uniforms	1,305.85	1,438.31	1,500	<b>1,500</b>	61.69	95.9%
Maintenance & repairs-building	2,040.90	3,932.99	3,000	<b>4,000</b>	67.01	98.3%
Maintenance & repairs-vehicles	588.34	1,005.67	2,000	<b>2,000</b>	994.33	50.3%
Departmental supplies	2,425.54	2,348.18	6,500	<b>3,100</b>	751.82	75.7%
Telephone	2,741.38	2,032.68	3,000	<b>3,000</b>	967.32	67.8%
Utilities	725.03	1,392.12	1,200	<b>1,400</b>	7.88	99.4%
Maintenance & repairs-equipment	2,222.41	2,319.06	2,000	<b>2,400</b>	80.94	96.6%
Gasoline	2,786.57	3,208.27	2,000	<b>3,300</b>	91.73	97.2%
YMCA	40,000.00	40,000.00	40,000	<b>40,000</b>	-	100.0%
Contracted services				-	-	0.0%
Miscellaneous		12,787.54	13,500	<b>13,500</b>	712.46	94.7%
Greenway requests	6,487.68	7,967.52	8,000	<b>8,000</b>	32.48	99.6%
Library expenses	26,000.00	26,000.00	26,000	<b>26,000</b>	-	100.0%
Museum expenses				-	-	0.0%
Capital outlay			12,000	<b>12,000</b>	12,000.00	0.0%
Equipment (non-capital)	3,300.00			-	-	0.0%
<b>Total Parks &amp; Recreation</b>	<b>131,081.27</b>	<b>146,705.70</b>	<b>163,800</b>	<b>163,800</b>	<b>17,094.30</b>	<b>89.6%</b>
<b>Total Expenses</b>	<b>2,522,704.57</b>	<b>2,892,313.19</b>	<b>3,020,600</b>	<b>3,217,450</b>	<b>325,136.81</b>	<b>89.9%</b>
<b>Net Income/(Loss)</b>	<b>533,856.05</b>	<b>355,906.38</b>	<b>-</b>	<b>-</b>	<b>(355,906.38)</b>	

Town of Boiling Springs  
Statement of Revenue and Expenses to Budget - Water-Sewer Fund  
As of 6/30/2022

Revenue:	<u>6/30/2022</u>	<u>6/30/2022</u>	<u>Beg Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Reconnections	37,750.00	38,644.89	38,000	<b>38,000</b>	(644.89)	101.7%
Taps & connections	13,640.00	2,030.00	10,000	<b>10,000</b>	7,970.00	20.3%
Water charges	974,579.15	1,040,221.19	1,040,000	<b>1,040,000</b>	(221.19)	100.0%
Sewer charges	567,909.89	634,764.24	575,000	<b>575,000</b>	(59,764.24)	110.4%
Lattimore sewer charges	69,491.61	74,626.25	72,000	<b>72,000</b>	(2,626.25)	103.6%
Investment earnings	1,091.29	881.31	1,000	<b>1,000</b>	118.69	88.1%
Lattimore reimbursement				-	-	0.0%
Profit/(loss) on sale of assets		2,525.00		-	(2,525.00)	0.0%
Transfer from retained earnings			105,000	<b>105,000</b>	105,000.00	0.0%
Transfer from ARPA-SRF	408,000.00	408,000.00		<b>408,000</b>	-	100.0%
Transfer from CPF				-	-	0.0%
Miscellaneous income	28,779.93	22,278.20	30,000	<b>30,000</b>	7,721.80	74.3%
<b>Total revenue</b>	<b>2,101,241.87</b>	<b>2,223,971.08</b>	<b>1,871,000</b>	<b>2,279,000</b>	<b>55,028.92</b>	<b>97.6%</b>

Expenses:	<u>6/30/2022</u>	<u>6/30/2022</u>	<u>Beg Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
<b>Water-Sewer Administration:</b>						
Salary & wages	211,762.88	219,233.93	221,300	<b>346,750</b>	127,516.07	63.2%
401(k)	10,137.00	10,953.00	11,100	<b>18,100</b>	7,147.00	60.5%
Payroll taxes	15,368.90	16,867.19	17,000	<b>28,025</b>	11,157.81	60.2%
Retirement	20,079.25	24,495.93	25,500	<b>42,025</b>	17,529.07	58.3%
Group insurance	23,033.02	23,085.72	30,800	<b>42,900</b>	19,814.28	53.8%
Maintenance & repairs-building	4,890.77	6,359.30	5,000	<b>6,800</b>	440.70	93.5%
Departmental supplies	6,476.45	10,379.91	7,000	<b>10,400</b>	20.09	99.8%
Training	120.00	81.59	500	<b>500</b>	418.41	16.3%
Telephone	4,240.72	3,001.17	4,200	<b>4,700</b>	1,698.83	63.9%
Utilities	4,714.82	5,162.86	4,200	<b>5,200</b>	37.14	99.3%
Postage	10,042.05	9,691.91	10,000	<b>10,000</b>	308.09	96.9%
Maintenance & repairs-equipment	6,827.87	6,880.92	5,000	<b>6,900</b>	19.08	99.7%
Advertising	90.00		500	<b>500</b>	500.00	0.0%
Dues & subscriptions	5,845.66	6,409.81	5,000	<b>6,500</b>	90.19	98.6%
Professional services	5,000.00	5,500.00	6,400	<b>6,400</b>	900.00	85.9%
Contracted services	8,054.96	12,582.80	14,000	<b>14,800</b>	2,217.20	85.0%
Insurance & bonds	58,846.09	69,415.58	60,000	<b>69,500</b>	84.42	99.9%
Contingency				-	-	0.0%
Miscellaneous				-	-	0.0%
Capital outlay				-	-	0.0%
Equipment (non-capital)				-	-	0.0%
Capital reserve				-	-	0.0%
Transfer to capital project fund				-	-	0.0%
Debt service	30,652.56	29,949.41	29,900	<b>29,950</b>	0.59	100.0%
<b>Total Water-Sewer Administration</b>	<b>426,183.00</b>	<b>460,051.03</b>	<b>457,400</b>	<b>649,950</b>	<b>189,898.97</b>	<b>70.8%</b>

Water Line:	<u>6/30/2022</u>	<u>6/30/2022</u>	<u>Beg Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	40,472.33	74,830.27	66,700	<b>88,950</b>	14,119.73	84.1%
401(k)	2,336.00	3,541.00	3,400	<b>5,700</b>	2,159.00	62.1%
Payroll taxes	3,503.80	5,855.16	5,200	<b>8,825</b>	2,969.84	66.3%
Retirement	4,550.86	8,073.51	7,700	<b>13,250</b>	5,176.49	60.9%
Group insurance	7,030.79	14,115.74	8,200	<b>26,825</b>	12,709.26	52.6%
Uniforms	1,835.68	2,837.02	3,600	<b>3,600</b>	762.98	78.8%
Maintenance & repairs-building	1,370.47	605.29	1,500	<b>1,500</b>	894.71	40.4%
Maintenance & repairs-vehicles	4,415.12	2,728.27	4,000	<b>4,000</b>	1,271.73	68.2%
Departmental supplies	32,512.02	47,185.79	50,000	<b>49,000</b>	1,814.21	96.3%
Water purchases-City of Shelby	336,579.49	366,610.40	350,000	<b>370,000</b>	3,389.60	99.1%
Training	1,265.00	1,316.32	1,200	<b>1,350</b>	33.68	97.5%
Telephone	4,787.54	4,864.71	2,600	<b>6,600</b>	1,735.29	73.7%
Utilities	2,090.43	2,963.57	2,000	<b>3,100</b>	136.43	95.6%
Maintenance & repairs-equipment	2,032.08	5,149.44	2,500	<b>6,400</b>	1,250.56	80.5%
Gasoline	8,644.22	12,628.73	5,600	<b>12,700</b>	71.27	99.4%
Contracted services	46,447.00	46,218.40	67,000	<b>60,200</b>	13,981.60	76.8%
Capital outlay	78,607.47	9,865.00	24,000	<b>19,600</b>	9,735.00	50.3%
Equipment (non-capital)		1,771.57		<b>3,900</b>	2,128.43	45.4%
Capital outlay-water lines		123,758.24	145,000	<b>145,000</b>	21,241.76	85.4%
Capital reserve-water tank maint				-	-	
Water debt service	88,541.82	88,541.82	88,600	<b>88,600</b>	58.18	162
<b>Total Water Line</b>	<b>667,022.12</b>	<b>823,460.25</b>	<b>838,800</b>	<b>919,100</b>	<b>95,639.75</b>	<b>89.6%</b>

Sewer Line:	<u>6/30/2022</u>	<u>6/30/2022</u>	<u>Beg Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	117,644.00	112,446.95	121,700	<b>188,975</b>	76,528.05	59.5%
Part-time wages			-	-	-	0.0%
401(k)	5,839.00	4,576.00	4,600	<b>7,575</b>	2,999.00	60.4%
Payroll taxes	8,859.52	9,090.30	7,200	<b>12,950</b>	3,859.70	70.2%
Retirement	11,533.15	12,422.48	10,700	<b>18,950</b>	6,527.52	65.6%
Group insurance	30,710.56	24,385.66	30,800	<b>50,025</b>	25,639.34	48.7%
Uniforms	4,533.71	3,926.02	5,600	<b>5,600</b>	1,673.98	70.1%
Maintenance & repairs-building	3,075.08	13,359.93	18,500	<b>18,500</b>	5,140.07	72.2%
Maintenance & repairs-vehicles	4,176.33	6,123.46	4,000	<b>6,200</b>	76.54	98.8%
Departmental supplies	26,390.51	23,983.76	38,300	<b>38,300</b>	14,316.24	62.6%
Sewer line maintenance	5,051.12	12,080.04	12,000	<b>12,100</b>	19.96	99.8%
Training	1,320.00	1,342.00	1,800	<b>1,800</b>	458.00	74.6%
Telephone	10,798.27	8,733.62	9,000	<b>10,800</b>	2,066.38	80.9%
Utilities	57,408.33	51,363.12	54,000	<b>54,000</b>	2,636.88	95.1%
Maintenance & repairs-equipment	22,461.67	23,149.78	23,000	<b>23,200</b>	50.22	99.8%
Gasoline	5,209.21	9,315.17	5,000	<b>9,400</b>	84.83	99.1%
Contracted services	8,226.89	14,605.85	25,000	<b>25,000</b>	10,394.15	58.4%
Capital outlay	110,738.86	82,307.63	81,000	<b>82,400</b>	92.37	99.9%
Equipment (non-capital)	15,978.15	4,507.05	4,500	<b>4,600</b>	92.95	98.0%
Capital outlay-sewer lines				-	-	0.0%
Debt service	69,024.32	67,617.72	67,700	<b>67,700</b>	82.28	99.9%
<b>Total Sewer Line</b>	<b>518,978.68</b>	<b>485,336.54</b>	<b>524,400</b>	<b>638,075</b>	<b>152,738.46</b>	<b>76.1%</b>
Lattimore Sewer Line:	<u>6/30/2022</u>	<u>6/30/2022</u>	<u>Beg Budget</u>	<u>Final Budget</u>	<u>Remaining</u>	<u>% Spent</u>
Salary & wages	28,940.00	25,345.04	28,400	<b>42,025</b>	16,679.96	60.3%
401(k)	1,363.00	1,511.00	1,500	<b>2,500</b>	989.00	60.4%
Payroll taxes	2,160.33	2,557.50	2,200	<b>3,500</b>	942.50	73.1%
Retirement	2,891.05	2,980.36	3,300	<b>5,250</b>	2,269.64	56.8%
Maintenance & repairs-building				-	-	0.0%
Departmental supplies				-	-	0.0%
Sewer line maintenance				-	-	0.0%
Telephone	11,158.47	8,699.12	7,500	<b>11,100</b>	2,400.88	78.4%
Utilities	6,540.39	6,726.56	7,500	<b>7,500</b>	773.44	89.7%
Maintenance & repairs-equipment				-	-	0.0%
Contract services				-	-	0.0%
Equipment (non-capital)				-	-	0.0%
Capital outlay-sewer lines				-	-	0.0%
	<b>53,053.24</b>	<b>47,819.58</b>	<b>50,400</b>	<b>71,875</b>	<b>24,055.42</b>	<b>66.5%</b>
<b>Total Expenses</b>	<b>1,665,237.04</b>	<b>1,816,667.40</b>	<b>1,871,000</b>	<b>2,279,000</b>	<b>462,332.60</b>	<b>79.7%</b>
<b>Net Income/(Loss)</b>	<b>436,004.83</b>	<b>407,303.68</b>	<b>-</b>	<b>-</b>	<b>(407,303.68)</b>	



THE TOWN OF  
**BOILING SPRINGS**  
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**REPORTS**

**TOWN MANAGER | JUSTIN LONGINO**

**TOWN ATTORNEY | JOHN SCHWEPPE III**

**COUNCILMEMBER PATRICK LITTON**

**COUNCILMEMBER CALEB EDWARDS**

**COUNCILMEMBER MARTY THOMAS**

**COUNCILMEMBER TONYA GANTT**

**MAYOR DANIEL THOMAS**