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<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Call to Order</td>
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<td>2</td>
<td>Moment of Silence</td>
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<td>3</td>
<td>Pledge of Allegiance</td>
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<tr>
<td>4</td>
<td>Welcome to the People’s House!</td>
<td>A reminder that City Hall exists for, of and by the people of our City and is inclusive of ALL!! Council and staff are here to SERVE YOU and to create a welcoming, inclusive, safe, and thriving environment for ALL to enjoy as you live, work, play, volunteer, visit, learn and participate in decision making in our great City!!</td>
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<tr>
<td>5</td>
<td>Proclamation:</td>
<td>FIRST RESPONDER DAY SEPTMBER 11, 2018</td>
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<td>6</td>
<td>Consent Agenda:</td>
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<td>(a) Minutes.</td>
<td>Adopt Minutes of the Special meetings August 21 and August 23, 2018 and Regular meeting of August 7, 2018.</td>
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<td>(b) Retirement – Police K9 Snitch.</td>
<td>Requestor(s): Police Chief Jerry Stokes</td>
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<td>Approve the retirement of Police Service K9 Snitch and gifting him to his handler Officer Joseph Martinez.</td>
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<td>(c) Budget Ordinance Amendment – North Carolina Controlled Substances Taxes.</td>
<td>Requestor(s): Police Chief Jerry Stokes</td>
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<td>Adopt a Budget ORDINANCE Amendment to the FY2018-2019 budget in the amount of $10,933 to appropriate revenue for training and up fitting the crime scene truck in the Police Department.</td>
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<td>(d) Approval - Right-of-Way Encroachment Along Council Street, Lee Street and an alley between Lee and Main Street.</td>
<td>Requestor(s): Spirit Communications</td>
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<td>Approve a request from Spirit Communications to install directional bored duct within the City Right-of-Way in accordance with Section 11-24 (27) of the City Code.</td>
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<td>(e) Budget Ordinance Amendment – Sale of a House.</td>
<td>Requestor(s): Community Planning Services</td>
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<td>Adopt a Budget ORDINANCE Amendment to the FY2018-2019 budget in the amount of $121,281 to appropriate funds from the sale of a house from in FY2017-2018.</td>
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<td>(f)</td>
<td>Residuals Land Application Program.</td>
<td>Requestor(s): Salisbury Rowan Utilities</td>
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<td>7</td>
<td>Update – Remedial Action Program (RAP).</td>
<td>Requestor(s): Housing Advocacy Commission</td>
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<tr>
<td>8</td>
<td>Adopt a Resolution – Authorizing Upset bid process for the sale of Parcel 011-391 and 011-039-01, located in the 200 block of West Henderson Street.</td>
<td>Requestor(s): Engineering</td>
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<tr>
<td>9</td>
<td>Adopt a Resolution – Authorizing Upset bid process for the sale of Parcel 010-2-562, located at 110 North Main Street.</td>
<td>Requestor(s): Engineering</td>
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<tr>
<td>10</td>
<td>Appointments to Boards and Commissions.</td>
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<tr>
<td>11</td>
<td>Public Comment.</td>
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<tr>
<td>12</td>
<td>City Attorney’s Report.</td>
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<tr>
<td>(a)</td>
<td>Animal Control Ordinance Amendment.</td>
<td>Requestor(s): City Attorney Graham Corriher</td>
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**City of Salisbury**  
*North Carolina*  
**COUNCIL MEETING AGENDA**  
*September 4, 2018*  
*5:00 p.m.*

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<th>13</th>
<th>City Manager’s Report.</th>
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| (a) | Fire Prevention and Safety Grant Award. | Requestor(s): Fire Chief Parnell  
Presenter(s): City Manager Lane Bailey | Council to receive a report regarding a Fire Prevention and Safety Grant award in the amount of $73,363 from the Department of Homeland Security. |

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<th>14</th>
<th>Announcements.</th>
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| (a) | Downtown Salisbury, Inc. will host the first Downtown Salisbury Brew Fest and Crawl on Friday, September 14, 2018 from 5:00 p.m. until 9:00 p.m. and Saturday, September 15, 2018 from 3:00 p.m. until 8:00 p.m. This two day, ticketed event will celebrate the art of craft beer, allowing patrons to experience local and regional craft breweries in a multitude of ways. For detailed information, please visit www.downtownsalisburync.com or call (704) 637-7814. |

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<th>15</th>
<th>Council’s Comments.</th>
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<th>16</th>
<th>Mayor Pro Tem Comments.</th>
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<th>17</th>
<th>Mayor’s Comments.</th>
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<th>18</th>
<th>Adjourn.</th>
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REGULAR MEETING

PRESENT: Mayor Al Heggins, Presiding; Mayor Pro Tem David Post; Council Members Karen Alexander, William Brian Miller, and Tamara Sheffield; City Manager W. Lane Bailey; City Clerk Diane Gilmore, and City Attorney J. Graham Corriher.

ABSENT: None.

Salisbury City Council met in Council Chambers in City Hall located at 217 South Main Street. The meeting was called to order by Mayor Heggins at 5:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Heggins led those present in the Pledge of Allegiance to the United States flag.

RECOGNITION OF VISITORS

Mayor Heggins welcomed all visitors present.

RECOGNITION – SALISBURY-ROWAN UTILITIES AND PUBLIC SERVICES

Mayor Heggins recognized Salisbury-Rowan Utilities (SRU) staff their work during the recent heavy rainfall.
SRU Director Jim Behmer commented the area received an estimated nine inches of rain over a four day period. He noted Stormwater, Public Services, and SRU staff worked continuously to assist with overflows, and he commended everyone for their help.

Stormwater Manager Chris Tester thanked everyone for their efforts to keep the City operating during the heavy rainfall.

OATH OF OFFICE – CITY ATTORNEY J. GRAHAM CORRIHER

Mayor Heggins administered the Oath of Office for City Attorney for the City of Salisbury to J. Graham Corriher as Mr. Corriher’s wife, Danielle, held the Bible. Mr. Corriher was joined by his daughter Ruby and son John Graham. Council welcomed Mr. Corriher to his new role as City Attorney.

CONSENT AGENDA

(a) Approval of Minutes


(b) Budget Ordinance Amendment – Refinancing the installment for Fibrant

Adopt a Budget Ordinance amendment to the FY2017-2018 budget in the amount of $230,000 for the General Fund and $25,645,000 for the Fibrant Fund.

ORDINANCE AMENDING THE 2018-19 BUDGET ORDINANCE OF THE CITY OF SALISBURY, NORTH CAROLINA TO APPROPRIATE DEBT REFUNDING PROCEEDS.

(The above Ordinance is recorded in full in Ordinance Book No. 27 at Page No. 117, and is known as Ordinance 2018-36)

(c) Temporary Road Closure

Adopt an Ordinance declaring a temporary road closure on Main Street between Bank and Liberty Streets along Innes Street between Lee and Church Street for the 2019 Cheerwine Festival.

ORDINANCE DECLARING A TEMPORARY ROAD CLOSURE FOR A 2019 CHEERWINE FESTIVAL EVENT

(The above Ordinance is recorded in full in Ordinance Book No. 27 at Page No. 118, and is known as Ordinance 2018-37.)

(d) Right-of-way – 100 North Main Street
Approve a Right-of-Way Use Permit for a portion of the public sidewalk and parking lane of 100 North Main Street for six weeks in accordance with Section 22-50 of the City Code.

(e) Ordinance – Amending Chapter 13

Adopt an Ordinance amending Chapter 13, Article X, of the Code of the City of Salisbury relating to schedules.

ORDINANCE AMENDING CHAPTER 13, ARTICLE X, OF THE CODE OF THE CITY OF SALISBURY, RELATING TO SCHEDULES.

(The above Ordinance is recorded in full in Ordinance Book No. 27 at Page No. 119, and is known as Ordinance 2018-38.)

Thereupon, Councilmember Miller made a motion to adopt the Consent Agenda as presented. Councilmember Alexander seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RESOLUTION RECONCILIATION

Mayor Heggins presented Council a Resolution of Reconciliation. She noted the Resolution is to recognize and acknowledge the African-Americans who were lynched in Salisbury in 1906. She commented two years ago Ms. Patricia Ricks and Mr. Carl Repsher formed a committee to address the hurt and painful history related to the lynching in 1906. She recognized Dr. Susan Lee and Reverend Olen Bruner for their continued work to help reconcile healing in the community. She indicated with Council’s support the Resolution of Reconciliation could be an opportunity, as a local government, to take a step toward restorative justice.

Mayor Heggins read the proposed Resolution of Reconciliation, and she invited Dr. Susan Lee and Reverend Olen Bruner to join Council’s discussion.

Mayor Pro Tem Post stated that Council has an agenda process, and he noted one year ago two churches came together to commemorate the event. He reviewed members of Council meet a week prior to Council meetings to create an agenda. He commented an email with the Resolution was presented to Council the Friday before the Council meeting. He noted the Resolution language was not provided to the Human Relations Council (HRC), and he suggested the HRC could have reviewed the proposed Resolution. He noted he would have liked an opportunity to provide his concerns regarding the language and the City’s role in 1906. Mayor Pro Tem Post suggested deferring the proposed Resolution to the HRC.

Councilmember Alexander commented she agreed with Mayor Pro Tem Post in regards to the Resolution’s tone. She acknowledged the gentleman responsible for the lynching was tried in a court of law and found guilty. She suggested including the HRC and members who were involved with the initial reconciliation event.
Councilmember Sheffield commented she attended the Actions in Faith and Justice meeting the night before. She noted healing and truth should come from the community. She shared she supported the Resolution as a way to help the community heal and move forward as long as the information included in the proposed Resolution is accurate.

Councilmember Miller reviewed the process to submit Agenda items, and he suggested the Mayor should have presented the Resolution to Council first so members could work together and create language that all Council members could support. He commented he first heard of the Resolution on the previous Friday. He noted the HRC has a purpose to provide Council support and guidance on matters such as this. He asked if the Resolution had been provided to the HRC. Mayor Heggins noted she did not present the proposed Resolution to the HRC.

Councilmember Miller suggested HRC have an opportunity to review the Resolution of Reconciliation and return it to Council.

Mayor Heggins commented she announced at Council’s July 17, 2018 meeting she would provide a Resolution to Council regarding what had occurred with the committee with Ms. Ricks and Mr. Repsher. She referred to a book titled A Game Called Salisbury, and she commented the book was used as a resource when the program was implemented by Ms. Ricks and Mr. Repsher.

Dr. Lee stated it is to her understanding the HRC has not worked on anything of this nature. She noted she is involved with committees that put on events that are partially funded by government and private partnerships.

Reverend Bruner noted he helped lead conversation based around the events that took place in 1906. He noted he is a member of the HRC, and he could see how the HRC could help. He asked Council to consider the proposed Resolution, if not today, then for future approval.

Councilmember Miller commented he would like Council to have an opportunity for dialogue and to review and collaborate on items instead of introducing a new item to debate publicly.

Mayor Heggins noted if it is decided the Resolution be returned to a committee for review she would like it to go back to the community committee where it was established.

Mayor Pro Tem Post commented he supports the Resolution going through the HRC and Reverend Bruner’s suggestion to consider approving a Resolution in the future. He indicated some people are bothered by the Resolution language and the way it was presented.

Councilmember Miller expressed he did not agree with the language that portrays the government role in the 1906 lynching. Mayor Heggins noted the government’s actions are written because in 1906 the state, federal, and local governments stood by and watched the event happen.

Councilmember Sheffield asked if the Actions in Faith and Justice group was formed from the Covenant Community Connection (CCC). Dr. Lee indicated it was not. Councilmember
Sheffield asked how the Actions in Faith and Justice group came about. Dr. Lee noted a North Carolina City had a successful outcome with its reconciliation events, and Salisbury was invited by the Salem Presbyterian Regional Oversight committee on peace and justice to respond.

Reverend Olen Bruner noted last year Salem Presbytery introduced the reconciliation process to him at Trinity Presbyterian Church (USA), and it was then presented to Crown In Glory Lutheran Church.

Councilmember Sheffield commented she believes in truth, faith, healing and restorative justice, and she does not want this proposed Resolution to be forgotten. Councilmember Miller added he would like to bring a Resolution back to Council that has unanimous support and is historically accurate. He commented he understands and supports the need for the Resolution of Reconciliation to the community but would like for it to be through a process with opportunity for review.

Councilmember Alexander suggested using University of North Carolina at Chapel Hill (UNC) Historian Dr. Claude Clegg and Catawba College’s Professor of History and American Cultural Studies Dr. Gary Freeze as a resource to help write the Resolution of Reconciliation.

Mayor Heggins agreed to work with a community committee to review and rewrite the Resolution.

Councilmember Miller suggested Councilmembers work together to review and make adjustments and return to Council with a Resolution all members can agree on before submitting the Resolution to a committee.

Thereupon, Councilmember Sheffield made a motion to table the Resolution of Reconciliation until Council’s Tuesday, August 21, 2018 meeting for Council to come back and reconvene to see if there is a need to form a committee to move the Resolution forward. Councilmember Miller seconded the motion.

Mayor Heggins asked if a committee would be formed or if the Resolution would be presented to the Actions in Faith and Justice group. Councilmember Alexander commented she is in support of the Actions in Faith and Justice group helping work on the Resolution, and she asked if Dr. Clegg would be interested in having a conversation with Councilmembers as a resource.

Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield vote AYE. (5-0)

SUMMER YOUTH EMPLOYMENT CONCLUSION

Human Resources Specialist Brianna Price addressed Council regarding the Summer Youth Employment Program. Ms. Price explained every summer the City hires students, who are City residents, to participate in the eight-week program. She recognized the students who participated in the Summer Youth Employment Program:
Mr. Ikey Harrison
Ms. Gwen Watkins
Ms. Zyaira Smyre
Mr. Tyra Ward
Ms. Tayvion Ward

Ms. Tayvion Ward addressed Council and commented she worked in Administration, Human Resources, Fibrant, Transit, Public Services, Parks and Recreation, and Planning and Code Enforcement Departments. She shared during her time with Administration Specialist Claire Karriker she enjoyed participating in community engagement, and she commented she learned that people have their own opinions. She expressed each department’s jobs are not easy and the staff helps take care of everyone.

Ms. Gwendalyn Watkins shared she worked in Planning and Code Enforcement, Administration, Salisbury-Rowan Utilities (SRU), and Human Resources Departments and commented she learned the City works together to complete things correctly. She noted she enjoyed working with Administration and met the new City Attorney Graham Corriher, and she expressed she wanted to be a lawyer.

Ms. Tyra Ward shared she worked with SRU, Engineering, Parks and Recreation, and Transit Departments and commented she learned how to test the water to see if it’s drinkable. She noted she enjoyed meeting new people.

Ms. Zyaira Smyre shared she worked with Human Resources, SRU, Parks and Recreation, Communications, and Engineering Departments and she commented she learned that the City works hard and has dedicated staff, volunteers, and interns. She commented she feels she has advanced her professionalism and time management skills. She noted she enjoyed meeting new people and making friends with Summer Youth Employees.

Mayor Heggins thanked the departments for their support, and she thanked Summer Youth Employees for spending the summer with the City.

PUBLIC COMMENT

Mayor Heggins opened the floor to receive public comments.

Ms. Whitney Peckman thanked Mayor for the Resolution and expressed that sometimes processes can become non-effective, and she noted the Resolutions language should be truthful.

Ms. Carolyn Logan shared a concern in regards to a letter she received pertaining to a lien on a property in the West End community. She also expressed concern for crime in the City. She asked why the West End grant is only for exterior use.
Mr. Kenneth Hardin expressed his concerns regarding the gun and gang violence in the City.

Ms. Renee MacNutt shared she was disappointed the Resolution for Reconciliation was not approved.

Mr. Tenkomenin Crowder expressed he was disappointed in Council and its reactions to the Resolution.

Reverend Latasha Wilks thanked Mayor Heggins, Reverend Bruner, and Dr. Lee for their efforts toward a Resolution for Reconciliation.

Mr. Michael Kirksey expressed his concerns regarding Council’s decision to table the Resolution of reconciliation.

Ms. Pam Bloon shared she is in support of the Resolution of reconciliation.

Ms. Betty Jo Hardy commented she served on the committee that worked on the event regarding the 1906 lynching, and she shared she is in support of the Resolution.

Ms. Donna Odrosky shared she hoped the Christmas parade continues in Salisbury and Spencer.

Ms. Sharon Grant stated she is the Assistant Professor of the History of Christianity at Hood Theological Seminary, and she shared her support for the Resolution.

Ms. Susan Lee read Council content from the Equal Justice Initiative.

Ms.RaKiyah Reeves commented the City needs a place to strategize to help people come together.

There being no one else to address Council, Mayor Heggins closed the public comment session.

RECESS

Mayor Heggins made a motion to take a ten minute recess and all Councilmembers in attendance agreed unanimously to recess.

The meeting reconvened at 7:34 p.m.
RESOLUTION – UPSET BID PROCESS FOR SALE OF 110 NORTH MAIN STREET PROPERTY

City Manager Lane Bailey commented staff has questions regarding the property at 110 North Main Street and asked that this item be tabled for two weeks.

This item was postponed.

RESOLUTION – UPSET BID PROCESS FOR SALE OF 600 BLOCK OF SOUTH CLAY STREET PROPERTY

City Engineer Wendy Brindle stated that in August 2017 there were 30 parcels of property owned by the City available to be sold through the upset bid process. She mentioned letters were mailed to adjacent property owners and some sites were posted for sale. She noted the parcel located in the 600 Block of Clay Street near Fred M. Evans Pool and Martin Luther King Junior Avenue received an offer in the amount of $10,000, and she indicated the property’s tax value is $22,000. She mentioned the bid was submitted by the daughter of the adjacent property owner. She noted if Council proceeds with the offer a Resolution would need to be adopted to start the upset bid process. She added the Engineering Department will notice the process once they receive the 5% deposit from the person submitting the offer and will allow 10 days for additional sealed bids to be received. She commented if there are no additional offers within the 10 day period staff will present the offer to Council for acceptance or rejection.

Mayor Pro Tem Post asked if this is the first time the property has been for sale. Ms. Brindle agreed. Mayor Pro Tem Post asked if a professional had looked at the property to indicate a fair tax value amount. Ms. Brindle commented professional evaluations have not taken place on most of the vacant parcels that do not include a structure.

Councilmember Sheffield asked if the City receives taxes from the property. Ms. Brindle commented the parcel is currently owned and maintained by the City and no tax revenue is received.

Thereupon, Councilmember Miller made a motion to adopt a Resolution supporting upset bid parcels for 018 048 located in the 600 block of South Clay Street. Councilmember Alexander seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RESOLUTION SUPPORTING UPSET BID PROCESS FOR THE SELL OF PARCEL NO. 018 048 LOCATED IN THE 600 BLOCK OF SOUTH CLAY STREET

(The above Resolution is recorded in full in Resolution Book No. 15 at Page No. 26-27, and is known as Resolution 2018-18.)
RESOLUTION – MASTER LEASE FOR EMPIRE HOTEL PROJECT

Planning Director Janet Gapen addressed Council regarding a Master Lease Agreement for the Empire Hotel. She noted the Empire Hotel is located in the 200 block of South Main Street. She displayed a diagram of the property, and she pointed out the means of ingress, egress and parking associated with the building. She added the project is a $16 million to $17 million investment with over 102,000 square feet of proposed mixed-use space that includes 62 apartments and 29,000 square feet of commercial space. She stated the historic rehabilitation project includes the former Montgomery Ward Building which is approximately 13,000 square feet of commercial space.

Ms. Gapen reviewed the project timeline, and she stated the Real Estate Sales Option Contract was signed in August 2016. She noted in March 2018 an Economic Benefits Analysis was presented to Council. She added opportunities for public information and feedback and five open house events have taken place since August 2016. She commented the open house events included a tour of the building and were well attended.

Ms. Gapen reviewed the proposed Master Lease:

- The City guarantees the lease for a portion of the commercial space in the former Montgomery Ward building for 10 years to the developer
  - $12 per square foot for 13,319 square feet
  - Approximately $160,000 per year
- The City can use the space or it will receive reimbursement if the area is sub-leased
  - Construction must be completed by 2021
- Master Lease must receive Local Government Commission (LGC) approval
- Master Lease helps to fill a gap in project financing
  - Developer is pursuing other financings to complete the project

Ms. Gapen stated the developer is financing the project through a lender that is working with the United States Department of Housing and Urban Development (HUD). She explained HUD only underwrites or guarantees residential projects, and the City’s Master Lease of the former Montgomery Ward Building will help provide the guarantee required by the lender for the commercial space. She added the Montgomery Ward space must be kept in its current configuration to preserve the open footprint of the former department store.

Ms. Gapen stated the funding for the proposed Master Lease would come from repurposing a portion of the existing Downtown Revitalization Grant Programs. She pointed out a tax increase would not be needed for the project. She noted $80,000 in funding would come from the combined budgets of the Downtown Development Department and Downtown Salisbury, Inc. (DSI) and $80,000 would be repurposed from existing Downtown Revitalization Grant Programs.

Ms. Gapen the reviewed the economic benefits of the project:

- $118,000 total anticipated annual revenue
  - $61,000 property tax revenue
- $15,000 Municipal Service District (MSD) property tax revenue
- $32,000 sales tax revenue
- $10,000 other revenue
- 90 temporary construction jobs projected
- 101 permanent jobs projected
  - Resulting from surrounding new businesses
- Annual sales revenue that could be generated per resident in the downtown area
  - Approximately $10,000 to $16,000 annually at market-rate lease
    - Based on the work of Donovan Rypkema, Principal of Place Economics

Mayor Heggins asked if Council received a copy of the parking study. Ms. Gapen noted the parking study was completed by the City’s Engineering Department and limited to the area around the Empire Hotel. City Manager Lane Bailey stated Council received a copy of the parking study and explained staff is working toward a more in-depth parking study that will be given to Council when it is complete. He added the initial parking study was completed over one year ago to show there is sufficient parking for the proposed redevelopment.

Mayor Pro Tem Post asked for clarification regarding the City’s obligation if construction is not completed by 2021. Mr. Bailey noted the City would not have an obligation if the project is not completed before 2021. Councilmember Miller added the Certificate of Occupancy (COA) must be issued for the lease to be effective.

Councilmember Sheffield asked about the 10-year window. Councilmember Miller explained the 10-year window counts as a revenue stream that can be underwritten and will give the project an opportunity to succeed. He added funding from the City will fill the gap between the cost to renovate and the value of the property and will provide funding in case the area cannot be leased. He indicated funding from the City will provide the developer an opportunity to obtain financing for the project and the lease provides the City an opportunity to not participate if the project is fully leased. Councilmember Sheffield stated the 10-year window has to do with financing options. Councilmember Miller agreed.

Councilmember Sheffield asked who will be responsible for finding the retail tenants. Ms. Gapen stated the developer will recruit a tenant for the space, and the City and DSI will support the developer’s efforts. Councilmember Miller pointed out activity in the building will generate interest in the space, and he noted if the space is occupied it will make the other spaces more attractive. Mayor Pro Tem Post asked if there are incentives for the developer to lease the space and what protections the City will have if it subleases the space.

City Attorney Graham Corriher noted the developer is appointed as the real estate agent for the project and can find tenants for the space. He added the developer is required to give the City notice of who will occupy the building and the City has 30 days to object to a proposed tenant for reasons that are stated in the agreement. He pointed out the City can use the space or it can propose potential tenants to the developer. He indicated the developer has a right not to sublease under the proposed agreement.
Mayor Pro Tem Post asked what protection the City has if the developer does not find a tenant. Mr. Corriher explained other than the developer having an interest in filling the space he does not know of any protection for the City. He explained the lease is for 10 years, and the City would be obligated unless a sublease is in place. Mayor Pro Tem Post noted under the terms of the lease the City has authority to sublease the space to a tenant of its finding. Mr. Corriher pointed out the City can use the space or it can pose a tenant to the developer.

Mayor Heggins asked if the proposed lease would need to be discussed in closed session before Council takes a vote on the item. Mr. Corriher noted Council will need a brief update that might be appropriate for closed session. Mayor Heggins stated a vote to adopt the Resolution will be taken once Council returns from closed session.

(b) Mayor Heggins convened a public hearing, after due notice thereof, to receive comments regarding a Master Lease for the Empire Hotel Project.

Ms. Judy Klusman addressed Council on behalf of the DSI Board and DSI President Greg Shields. She stated the redevelopment of the Empire Hotel is critical to the City and its citizens, and she asked Council to support the proposed Master Lease that should generate over $100,000 of tax revenue annually for the City and Rowan County with no additional tax burden to citizens. She noted the apartments will create additional downtown spending and additional jobs for citizens.

Ms. Renee McNutt asked for clarification regarding the DSI Board and the proposed Master Lease. Mayor Heggins explained the DSI Board is an independent board and not under the City. Ms. McNutt asked if the City will be leasing a property it is already paying for through a DSI stipend. Mayor Pro Tem Post stated the developer is buying the building, and the City will no longer have to pay the interest on the note.

Mayor Heggins commented when the building is sold to the developer the money will go to the DSI Board. She stated once DSI sells the building the City will lease the downstairs space until it is occupied. City Manager Lane Bailey clarified the proceeds from the sale will be used to pay off the note. Councilmember Alexander pointed out the new owner is asking the City to fill the financing gap for the 13,000 square feet commercial space with a lease that is approximately the same amount of money the City was appropriating to DSI. Mr. Bailey indicated the $160,000 would only be utilized if the space is not leased.

Mr. Bailey noted two developers were interested in the property, and both indicated they would need approximately the same funding to finance the project. He stated he spoke to members of the business community who did not think the other plan that used gifts and grants to make up the difference was feasible. Mayor Pro Tem Post pointed out the developer is asking the City to guarantee the lease of the space is not unusual for this type of mixed-use lending.

Ms. Karen Hobson, Executive Director of Historic Salisbury Foundation, stated the Empire Hotel is a downtown landmark. She referenced her experience in real estate, and she indicated the terms of the proposed Master Lease are reasonable. She noted the Historic Salisbury Foundation
supports the Master Lease of the Empire Hotel Project, and she asked Council to approve the request.

Mr. Davis Cooke, DSI Board Member and downtown property owner, pointed out when the property is sold it will have an estimated tax base of $61,000. He noted the City will not be making the annual payment of approximately $100,000 and it will receive $61,000 in property tax revenue. He added if the City does not sell the property it will continue to be responsible for the debt without the increased tax base. He asked Council to support the proposed Master Lease for the Empire Hotel Project.

Mr. Gus Andrews, former Rowan County Commissioner, stated citizens are concerned about a project that creates additional burdens on taxpayers if the developer goes bankrupt. He asked Council to make sure it understands the item before it takes a vote. He questioned the interest in the commercial use of this building in comparison to the rest of downtown. He referenced the market study, and he asked Council to study the project closely before it makes a decision.

Ms. Diane Young, downtown property owner, noted the Empire Hotel has negatively affected the downtown for years. She stated the proposed Master Lease for the Empire Hotel is a creative way to close the financing gap. She asked Council to support the proposed Master Lease for the Empire Hotel Project.

Mr. Tim Proper, downtown resident and DSI Treasurer, stated DSI will no longer be responsible for the debt service payment when the property is sold. He added in 2021 DSI will have an additional $20,000 to promote the downtown. He stated the DSI Board supports the proposed Master Lease, and he asked Council to approve the Resolution.

Mayor Pro Tem Post referenced the $118,000 tax revenue benefits, and he questioned if not having to make the debt service payment would increase the economic benefit to the City to approximately $200,000. Councilmember Miller agreed, and he pointed out the debt service payment being offset is also subject to the possibility of a lease payment. Mayor Pro Tem Post noted if the benefit is $200,000 and the City has to make a $160,000 lease payment it would still be $40,000 ahead. Councilmember Miller agreed with Mayor Pro Tem Post.

Councilmember Sheffield asked when the City will receive tax revenue from the proposed project if it is approved. Ms. Gapen explained the Empire Hotel becomes private property at closing at its current tax value and approximately 18 months later the tax base will be much higher. Ms. Sheffield noted as the property is developed it will be revalued and the tax value will increase. Mr. Bailey noted the revaluation will take place January 1 of each year and the tax assessor will look at the project each year of construction.

Mr. Gianni Moscardini, local business owner, DSI Board member and Promotion Committee Chair requested Council approve the Master Lease for the Empire Hotel Project. He stated if the lease is approved he would like to present Council a request from the Promotion Committee for additional funding to promote the downtown area. Councilmember Miller noted if
the building is sold and the City does not have to pay the lease there would be more resources to
promote downtown.

Mr. Steve Fisher, CEO and Chairman F&M Bank, stated he has been involved in the project
since its inception. He indicated the developer has had great success in other places. He added
the numbers have been reviewed and it is a great opportunity to fill the financing gap and create a
beautiful environment in the south end of the City. He asked Council to approve the request.

Ms. Cheryl Goins, downtown property and business owner, asked Council to approve the
Master Lease for the Empire Hotel Project.

There being no one else to address Council, Mayor Heggins closed the public hearing.

Mayor Heggins stated a vote will not be taken at this time because of legal issues that need
to be addressed in closed session. Councilmember Miller asked if Council could proceed with its
comments.

Mayor Pro Tem Post pointed out the comments from the community are mostly in support
of the project. He added the money coming in will exceed the money going out. He noted worst
case scenario is the City will continue to pay and have an $18 million investment in the downtown.

Councilmember Alexander stated she supports the Master Lease for the Empire Hotel
Project. She explained the City can make the debt service payment and have the property continue
to deteriorate or spend the money and have a private developer invest $18 million in the
community. She referenced the growth that took place in Kannapolis when it made a huge
investment in its downtown.

Councilmember Sheffield thanked everyone who has been involved in the project. She
added without knowing what information Council will be given in closed session it is a good
investment and would be a great way to promote the south end of the City.

Councilmember Miller stated he also supports the Master Lease for the Empire Hotel
Project. He pointed out the lease is for 13,000 square feet of the project and the City’s commitment
is for a defined time. He added the City is not obligated to buy the building or take over the
financing and would only be required to lease the space if another tenant is not found.

Councilmember Miller noted the City’s obligation would be limited, and he added the
community stated there was not enough public input when Fibrant was established. He indicated
the City has been deliberate in its effort to provide an opportunity for citizen input, tours, and
question and answer sessions to make sure the public understands what is being discussed. He
commented downtown apartment units fill quickly when they become vacant. He stated there is a
desire for additional downtown apartment units and this project will work to meet the need. He
added he supports the Proposed Master Lease for the Empire Hotel Project.
Mayor Heggins stated communication is important so citizens understand the benefits of a vibrant growing downtown to the entire City. She added it is a wonderful opportunity and she hopes Council receives good news in closed session.

LANDMARK DESIGNATION – EMPIRE HOTEL AND BLOCK MONTGOMERY WARD DEPARTMENT STORE

City Planner Kyle Harris presented to Council the Empire Hotel and Block and the Montgomery Ward Department Store to be designated with the Local Historic Districts and Landmarks, and he added Salisbury has one landmark and five local historic districts. He reviewed landmark qualifications can include buildings, structures, sites, areas, or objects deemed by the area’s local preservation commission to be of special sufficiency in terms of historical and pre-historical architectural or cultural importance that retain the integrity of design, setting and workmanship, materials, and feeling of association. He reviewed landmark property owners are eligible to apply annually for a 50% property tax deferral for as long as the property’s important historic features are maintained. He indicated the Empire Hotel is not earning revenue and will see an additional 50% on Municipal Service District (MSD) tax revenue. He noted the Empire Hotel is located in the downtown local historic district and its exterior is protected by historic guidelines. He reviewed the City has no jurisdiction over historic properties and a landmark designation would ensure that the City can preserve the interior characteristic features.

Mr. Harris commented the Empire Hotel’s façade exemplifies the Beaux Arts style which experienced rapid growth and prosperity in the 20th century. He noted the Historic Preservation Commission (HPC) determined the Empire Hotel meets all landmark criteria and the exterior and interior are architecturally distinctive. He noted the building is proposed for redevelopment using tax credits and needs to comply with the Secretary of the Interior Standards. He clarified the scope of the requested designation includes the entire block as a local historic landmark. He noted the local HPC approved a pre-application in December 2017, and staff received and submitted a research report from the applicant to the Preservation Office in Raleigh. He commented the State Historic Preservation Office (SHPO) returned a positive letter of comment noting the property did exemplify Beaux Arts style, and the Empire Hotel’s importance to Salisbury’s growth. He reviewed in April 2018 the Salisbury HPC approved that the property met the significant and integrity criterion.

Councilmember Miller asked if the landmark applies to all three buildings. Mr. Harris agreed. He clarified the designation applies to certain interior features and for the Montgomery Ward space would include art deco railing, mezzanine, and staircase. He noted the Empire Hotel’s interior features include the front hallway, doorways, and the ballroom and its features.

(b) Mayor Heggins convened a public hearing, after due notice thereof, to receive comments regarding a Landmark designation as the Edgar S. Temple House.

There being no one to address Council, Mayor Heggins closed the public hearing.
Councilmember Sheffield thanked Mr. Harris for his work and she asked about the denial of the Block by the North Carolina Department of Natural and Cultural Resources (NC DNCR) March 6, 2017. Mr. Harris noted that in March 2018 SHPO did not deny but reviewed the designations interior and exterior perimeters and justification regarding the inclusion of the Empire Hotel and the Montgomery Ward Department Store. He commented the architectural historian who worked for the developer revised the report to meet SHPO recommendations. Mr. Harris stated the letter from SHPO was dated incorrectly and should read March 6, 2018.

Councilmember Sheffield asked how a 50% deferral would impact the tax values in the City. Mr. Bailey commented the $67,000 property tax amount assumes the historic designation tax deferral.

Mayor Heggins asked City Attorney Graham Corriher about voting on the landmark Resolution. Mr. Corriher suggested waiting to vote on the Landmark Ordinance until after closed session when Council makes a decision regarding the Master Lease Resolution.

**RESOLUTION TO ESTABLISHING A FAIR HOUSING TASK FORCE**

Planning Director Janet Gapen presented Council a Resolution to establish a Fair Housing Task Force committee, and she noted the Task Force would include members from the Human Advocacy Committee (HAC), Human Relations Committee (HRC), the Salisbury Community Development Committee (CDC), and at-large seats. Ms. Gapen commented the Task Force would allow members to collaborate over a period of time in order to make the best recommendations to Council to further the City’s efforts to promote Fair Housing.

Ms. Gapen commented the Task Force would review the City’s current Fair Housing programs and she noted the committee would implement new projects such as community outreach efforts to address Fair Housing concerns and researching surrounding cities to help address Fair Housing needs. She added the Task Force would develop a process to improve complaint referrals to State agencies for investigations and compile information for Council recommendations. Ms. Gapen mentioned the work is scheduled to be completed by April 30, 2019.

Mayor Heggins asked for clarification regarding the committee to only consist of ten members. Ms. Gapen reviewed 10 to 15 members is a typical range for a workable committee. Mayor Heggins asked Council to consider 15 committee members for more diversity in the at-large seats, and she noted seats are made up by three HRC members, three HAC members, and one CDC member. Council agreed. Councilmember Miller commented it is important to have diversified ideas with a variety of perspectives. Ms. Gapen agreed.

Mayor Heggins suggested the Task Force have a discussion on what would be the best process for the City to facilitate Fair Housing complaints to State agencies or receive the complaints within the City, and she suggested the Task Force to have the ability to explore the best needs for the community. Mayor Pro Tem Post stated the City should have records of the complaints and added reports should go to Code Enforcement. Attorney Graham Corriher clarified in order for the City to receive and conduct an investigation under Fair Housing laws, the City
would need to become certified. He noted he would return to Council and work with the Fair Housing Task Force to determine if certification is an option for the City. Mayor Heggins agreed.

Councilmember Sheffield asked about criteria for at-large appointments. She asked if the Task Force would have a Council liaison and she expressed she would volunteer. Councilmember Miller agreed, and he shared he served on HAC and a Council Committee. He pointed out that Committees would recommend three members to serve in the at-large seats, and he suggested the Task Force Committee could make seat recommendations. Mayor Heggins suggested that the Task Force Committee not include Councilmembers in order to allow Committee members to have open discussion at their meetings. Councilmember Sheffield suggested a Council liaison could help bridge communication between Fair Housing Task Force. Mayor Heggins commented staff could report to Council. Councilmember Miller suggested allowing Councilmembers to serve if they express an interest. Ms. Gapen reviewed Council has served both ways and she noted special purpose committees have a limited term and expire once completed. She noted Council liaisons have served on those special purpose committees in the past. Councilmember Alexander agreed that a Council liaison is not needed. Mayor Pro Tem Post noted meetings are open to the public. City Manager Lane Bailey advised an issue might evolve if three members of Council attend and participate in meetings.

Attorney Graham Corriher reviewed open meeting laws, and he noted when three or more members of Council participate in a meeting it could create a quorum which would then become a public meeting. He noted if Council created a Fairing Housing Task Force it would be considered a public body and would need notice of meetings. Mr. Corriher added the Chair of the Task Force committee can allow the public to participate but is not required to do so.

Mayor Heggins asked Ms. Gapen for the Resolution to be revised to reflect the number of board members, how at-large members are appointed, and to allow the Task Force to make recommendations regarding records of complaints. Ms. Gapen agreed. She noted conversation will be held with the HAC and HRC to determine a process for at-large appointments, roles, and areas of particular interest, and she added she will return to Council with recommendations.

Mayor Pro Tem Post asked if HRC and HAC members who serve on the Task Force can appoint designees. Mayor Heggins suggested designees are not needed. Mayor Pro Tem Post asked if HAC, HRC, and at-large members would increase by one because of the additional 6 members. Mayor Heggins agreed, and she noted the committee should be a total of 16 members.

Mayor Pro Tem Post asked who would review and make program recommendations. Ms. Gapen commented the Task Force would make those recommendations to Council. Councilmember Miller asked for Ms. Gapen to redraft the Resolution and present Council.

Mayor Pro Tem Post asked Mayor Heggins if the Fair Housing Task Force committee would receive records of complaints. Mayor Heggins disagreed, and she asked for the Fair Housing Task Force to return to Council with recommendations on how the Fair Housing complaints will be handled.
BID WITHDRAW – SALCOA CONTRACTING INCORPORATED

City Engineer present Council with a request for a bid withdraw from Salcoa contracting pursuant to NCGS 143-129.1. She noted a quasi-judicial process and will need to be sworn-in.

(a)  Swearing In

Mayor Heggins indicated anyone who wished to speak for or against this item must be sworn in, and she asked those who would like to speak to come forward. City Clerk Diane Gilmore administered the oath to the following:

Ms. Wendy Brindle  
Mr. Danny Powell  
Mr. Kevin May  
Ms. Diane Gibbs

(b)  Ex Parte Disclosure

Mayor Heggins asked Council members if anyone had knowledge of this case that he or she wishes to disclose. Councilmembers indicated no discussion.

City Engineer Wendy Brindle explained the case before Council is for bids received on July 12, 2018 for the construction to Fire Station 6. She noted bids opened on July 12, 2018 and Salcoa Contracting Incorporated was the apparent low bidder. She reviewed a letter from Ramsey Burgin Smith Architects (RBSA) on July 18, 2018 that verified the bids. She indicated Salcoa submitted a request to withdraw its bid on July 13, 2018 which then made Holden Construction Company the next lowest bidder. She referenced the form of proposal and indicated Salcoa listed a $5,997,700 bid. She noted Salcoa provided alternates one through seven in the amount of $376,000 that should have been included in its base bid amount. She reviewed once the additional alternates were added to its base bid Salcoa was no longer the lowest bidder. She referenced North Carolina General Statute (NCGS) 143-129.1 states if the bidder submits credible evidence that the mistake was clerical Council can grant a withdrawal without the loss of a 5% bid bond. She commented Salcoa could lose an estimated $300,000 if Council determines Salcoa should honor its bid.

Mr. Danny Powell, owner of Salcoa Contracting, indicated the company submitted a written mistake for the bid. He introduced Mr. Kevin May as an estimator for Salcoa’s contracting. Mr. May shared he had a misunderstanding of what was required for alternate number eight, and he commented amounts should have been included in the base bid.

Mayor Pro Tem Post asked if Salcoa did not want the bid at the initial bid amount submitted. Mr. Powell agreed. City Attorney Corriher commented once a bid is withdrawn the company is no longer in consideration regardless of the amount.

Councilmember Alexander asked if Salcoa would have been the second lowest bidder if the alternate number eight amount was added Salcoa’s initial base bid. Mr. May agreed and
clarified if he had included alternate number eight into Salcoa’s base bid the company would have been $16,000 to $17,000 higher than the current second lowest bidder.

Councilmember Miller stated, based on the evidence presented, Council finds the following:

Representatives of Salcoa Contracting, Inc., (“Salcoa”) appeared before the Salisbury City Council, during its regular meeting, and, pursuant to N.C. Gen. Stat. § 143-129.1, sought approval to withdraw its bid for Fire Station 6 without forfeiture of the bidder’s security. Based on the evidence presented at the hearing from City staff and from representatives of Salcoa, the City Council makes the following Findings of Fact:

1. Salcoa’s bid was timely submitted in good faith.
2. All of the bids, including Salcoa’s, were opened on July 12, 2018.
3. On July 13, 2018, Salcoa notified the City in writing that it was requesting withdrawal of its bid.
4. In its request, Salcoa represented to the City that it “did not include the dollar amounts of alternate number 8 in [its] base bid price, as the contract documents indicated.”
5. Alternate No. 8 included a list of generic items required by the contract documents. Contractors were allowed to propose substitute items that might have been more or less expensive than the generic items required by the contract. Contractors were required to calculate and include in their base bid the amount for Alternate Number 8, and were to list in Alternate Number 8 whether non-generic items increased or decreased the amount of the base bid.
6. Salcoa calculated the amount for Alternate Number 8 based on the value of generic items listed, listed the value of the generic items, but failed to include the total value ($376,000) in its base bid.
7. As a result of this error, Salcoa’s bid was the lowest bid received by the City. If the error had been accounted for in the bid, Salcoa’s bid would not have been the lowest bid received by the City.

Based on the foregoing findings of fact, the City Council makes the following Conclusions of Law:

1. Salcoa’s bid was submitted in good faith.
2. The price bid was based upon a mistake, which constituted a substantial error.
3. The error was clerical in nature as opposed to an error in judgment and was an unintentional and substantial arithmetic error.
4. The request to withdraw the bid was made in writing to the City within seventy-two (72) hours of the bid opening and prior to the award of the contract.
5. The base bid price submitted was based upon a mistake, which constituted substantial error. Additionally, Salcoa’s bid calculation error was clerical in nature as opposed to a judgment error and was actually due to an unintentional and substantial arithmetic error.
6. The error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid.
Now, Therefore, the Salisbury City Council, pursuant to N.C. Gen. Statute § 143-129.1, hereby allows Salcoa Contracting, Inc., to withdraw its bid for Fire Station 6 without forfeiture of the bidder’s security.

Thereupon, Councilmember Miller made a motion that the suggested findings support the general requirements as required by the North Carolina General Statute 143-129.1. Mayor Pro Tem Post seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

Thereupon, Councilmember Miller made a motion to approve Salcoa Contracting Incorporated bid withdraw for the construction of Fire Station #6. Councilmember Alexander seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RESOLUTION TO APPROVE BIDS FROM HOLDEN BUILDING COMPANY

City Engineer Wendy Brindle presented Holden Building Company as the apparent low bidder for the construction of Fire Station #6 and asked for Council’s consideration to direct staff to start the process for the financing of Fire Station 6, name the City’s authorized representative, and set a public hearing. She noted once bids were received, alternates one, three, six, and eight were accepted as part of the project with a bid of $6,420,500, and she noted staff has asked for the ability to source financing for $8 million.

Finance Director Shannon Moore stated the request must be submitted to the Local Government Commission (LGC) to approve financing and service fees.

Mayor Pro Tem Post asked if the additional seven items indicated by Holden Building Company is included in its base bid. Ms. Brindle agreed.

Thereupon, Councilmember Miller made a motion to award a contract with Holden Building Company in the amount of $6,420,500 regarding Fire Station Number 6 construction. Mayor Pro Tem Post seconded the motion.

City Manager Lane Bailey commented the bid amount exceeds Capital Improvement Plan (CIP) budgeted amounts, and he noted the CIP has been adjusted to provide coverage. Ms. Moore commented the CIP includes a $5 million expenditure for the construction of Fire Station 6.

Councilmember Miller suggested approaching the construction with a mindset to keep expenses as low as possible, and he noted otherwise the City would have to restart the LGC process. Mr. Bailey reviewed some funds have been spent to acquire the property and design fees.

Mr. Bailey commented after a conversation with the Architect Bill Burgin he suggested delaying Fire Station 3 construction’s until 2023.

Mayor Pro Tem Post stated interest rates, construction cost, and tariffs are a concern for
construction. Mr. Bailey noted interest and construction rates play a role in the cost for Fire Station 6 construction but tariffs do not and he commented it could affect the future construction of Fire Station 3. He indicated the City would be in a reevaluation year FY19-20.

Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

Thereupon, Councilmember Miller made a motion to adopt a Lease Purchase Resolution for filing an application with the Local Government Commission and financing of acquisition, construction, and equipping of Fire Station #6. Mayor Pro Tem Post seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

LEASE PURCHASE RESOLUTION FOR FILING AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION AND FINANCING OF ACQUISITION, CONSTRUCTION, AND EQUIPPING OF FIRE STATION #6

(The above Resolution is recorded in full in Resolution Book No. 15 at Page No. 32, and is known as Resolution 2018-21.)

Thereupon, Councilmember Miller made a motion to set a public hearing for Tuesday, August 21, 2018 to receive public comments regarding the construction of Fire Station #6. Mayor Pro Tem Post seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

REPORT – CODE ENFORCEMENT ABATEMENTS

This item was postponed.

BOARDS AND COMMISSIONS

Alternate Methods of Design Commission

Upon a motion by Mayor Pro Tem Post, seconded by Councilmember Miller. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voting AYE, the following appointment was made to the Alternate Methods of Design Commission for a term to begin August 7, 2018:

Mr. Jon Palmer

Term Expires 3/31/21
CITY ATTORNEY’S REPORT

City Attorney Graham Corriher thanked Council for allowing him to serve the City and the formal swearing-in ceremony.

CITY MANAGER’S REPORT

City Manager Lane Bailey commented City Clerk Diane Gilmore would send Council members a poll for possible meeting dates regarding Council’s request for a joint meeting with Salisbury-Rowan Board of Education.

ANNOUNCEMENTS

Communications Director Linda McElroy announced the U.S. Department of Justice Programs (DOJ), Diagnostic Center will provide City Council a review of the Salisbury Police Department assessment in a Special Meeting Tuesday, August 14, 2018 at 10:00 a.m. in Council Chambers located in City Hall, 217 South Main Street.

Communications Director Linda McElroy announced the U.S. Department of Justice Programs (DOJ), Diagnostic Center will provide the public an overview of training and technical assistance review of the Salisbury Police Department Tuesday, August 14, 2018 from 5:30 p.m. until 8:00 p.m. at the Salisbury Civic Center, 315 Martin Luther King Jr. Avenue. This forum will provide a summary of the findings, recommendations, and provide a question and answer opportunity for members of the community.

Mayor Heggins recognized Ms. Tammy Pinkston and Mr. Rocky Cabagnot would help initial organization for a parade in Spencer and Salisbury. She encouraged citizens to meet at 1300 West Bank Street. Mayor Pro Tem Post commented Mr. Cabagnot would help organize the non-profit group but would not be a lead for parade details.

MAYOR’S COMMENTS

Mayor Heggins asked if Council would consider holding its comments due to the time, and she suggested Council move into closed session. Councilmembers agreed.

CLOSED SESSION

Mayor Heggins requested a motion to go into closed session.

Thereupon, Councilmember Miller made a motion to go into closed session to consult with an attorney as allowed by NCGS 143-318.11 (a)(3). Mayor Pro Tem Post seconded the motion.
Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RETURN TO OPEN SESSION

By consensus, Council agreed to return to open session.

Mayor Heggins announced no action was taken in closed session.

EMPIRE HOTEL PROJECT

City Attorney Graham Corriher explained the unresolved issues on the Agenda were the Resolutions related to the Empire Hotel documents and the Empire Hotel historic covenant issue. He explained the lease is for the City, Downtown Salisbury, Inc. (DSI) and the developer to enter. He clarified there are three parties to the four total agreements that make up the Empire Redevelopment Project. He added the City is approving the lease as it relates to the City and sending it to the LGC for approval. He noted the lease includes the rental agent agreement by incorporation, and he explained two documents are part of the lease that make up the first Resolution.

Mr. Corriher stated the second Resolution is triggered by the first Resolution and if approved the City would be a party in the real estate sales contract and new development agreement. He added Council would authorize Mayor Heggins to enter into the agreements after the LGC approves the lease and the other parties sign.

Mr. Corriher noted the historic covenants are unrelated to the agreements and it makes sense to approve it last.

Thereupon Councilmember Miller made a motion to adopt a Resolution authorizing the filing of an application for approval by Local Government Commission pursuant to North Carolina General Statutes 159-148. Mayor Pro Tem Post seconded the motion. Mayor Heggins, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL BY LOCAL GOVERNMENT COMMISSION PURSUANT TO NORTH CAROLINA GENERAL STATUTES 159-148.

(The above Resolution is recorded in full in Resolution Book No. 15 at Page No. 28-29, and is known as Resolution 2018-19.)

Thereupon Councilmember Miller made a motion to adopt a Resolution authorizing the City to execute the amended and restated real estate sales contract and revised development agreement upon approval by the Local Government Commission of related development agreement.
agreements. Mayor Pro Tem Post seconded the motion. Mayor Heggies, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RESOLUTION AUTHORIZING THE CITY TO EXECUTE THE AMENDED AND RESTATED REAL ESTATE SALES CONTRACT AND REVISED DEVELOPMENT AGREEMENT UPON APPROVAL BY THE LOCAL GOVERNMENT COMMISSION OF RELATED DEVELOPMENT AGREEMENTS.

(The above Resolution is recorded in full in Resolution Book No. 15 at Page No. 30-31, and is known as Resolution 2018-20.)

Mayor Heggies then asked for a motion regarding the landmark designation for the Empire Hotel and Block – Montgomery Ward Department Store.

Thereupon Councilmember Miller made a motion to adopt an Ordinance designating the Empire Hotel and Block – Montgomery Ward Department Store, located at 214 South Main Street, in Salisbury North Carolina as a Historic Landmark. Councilmember Alexander seconded the motion. Mayor Heggies, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

ORDINANCE DESIGNATING THE EMPIRE HOTEL AND BLOCK – MONTGOMERY WARD DEPARTMENT STORE, LOCATED AT 214 SOUTH MAIN STREET, IN SALISBURY NORTH CAROLINA AS A HISTORIC LANDMARK.

(The above Ordinance is recorded in full in Ordinance Book No. 27 at Page No. 120-123, and is known as Ordinance 2018-39)

HOTWIRE LEASE – AMENDMENT TWO

City Attorney Graham Corriher noted Council needs to consider the second amendment to the Hotwire Lease. He explained a couple of issues arose during the transition of the lease.

Thereupon Mayor Pro Tem Post made a motion to adopt a Resolution to Amendment 2 to the Fibrant System Lease and that it be attached to the record. Councilmember Miller seconded the motion. Mayor Heggies, Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (5-0)

RESOLUTIONS TO APPROVE AMENDMENT NO. 2 TO FIBRANT SYSTEM LEASE.

(The above Resolution is recorded in full in Resolution Book No. 15 at Page No. 33-35, and is known as Resolution 2018-22.)
ADJOURNMENT

Motion to adjourn the meeting was made by Councilmember Miller seconded by Mayor Pro Tem Post. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 11:38 p.m.

_______________________________________
Diane Gilmore, City Clerk

_______________________________________
Al Heggins, Mayor
SPECIAL MEETING

PRESENT: Mayor Pro Tem David B. Post, Presiding; Council Members Brian Miller, Karen K. Alexander and Tamara Sheffield, City Manager William Lane Bailey, Assistant City Manager Zack Kyle, and City Clerk Diane Gilmore, and City Attorney F. Rivers Lawther, Jr.

ABSENT: Mayor Al Heggins.

Mayor Pro Tem Post and members of City Council met in a Special session in Council Chambers in City Hall located at 217 South Main Street. The meeting began at 4:00 p.m.

CLOSED SESSION

Thereupon Councilmember Miller made a motion to go into closed concerning a personnel matter NCGS 143-318.11(a)(6). Mayor Pro Tem Post seconded the motion. Mayor Pro Tem Post, and Councilmembers Alexander, Miller, and Sheffield voted AYE. (4-0)

Mayor Pro Tem Post reported no action was taken during the closed session.

ADJOURN

Motion to adjourn the meeting was made by Councilmember Sheffield and seconded by Mayor Pro Tem Post. All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 4:50 p.m.

_____________________________
Al Heggins, Mayor

_____________________________
Diane Gilmore, City Clerk
Salisbury, North Carolina  
August 23, 2018

SPECIAL MEETING

PRESENT:  Presiding; Mayor Pro Tem David B. Post, Council Members, Karen K. Alexander, William Brian Miller and Tamara Sheffield, City Manager W. Lane Bailey, Assistant City Manager Zack Kyle and City Clerk Diane Gilmore.

ABSENT:  Mayor Al Heggins and City Attorney Graham Corriher.

Mayor Heggins and members of City Council met in a Special session at Destiny City Church, 2324 South Main Street. The meeting began at 5:15 p.m.

CHIT, CHAT AND CHEW

Council met with citizens from the community to listen to concerns regarding issues in the community.

ADJOURN

All Council members in attendance agreed unanimously to adjourn. The meeting was adjourned at 8:15 p.m.

_______________________________
Al Heggins, Mayor

_______________________________
Diane Gilmore, City Clerk
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public □ Council □ Manager □ Staff

Requested Council Meeting Date: 9/4/18

Name of Group(s) or Individual(s) Making Request: Salisbury Police Department/Jerry Stokes

Name of Presenter(s): Chief Jerry Stokes

Requested Agenda Item: Retirement of Police K9 Snitch and gifting the dog to his handler Officer Joseph Martinez.

Description of Requested Agenda Item: Due to age, Police K9 Snitch is no longer able to serve as a police dog. Council approval of retirement and gifting to his handler is required.

Attachments: □ Yes □ No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

Action Requested of Council for Agenda Item: Approve gifting SPD Police K9 Snitch to his handler Officer Joseph Martinez.

Contact Information for Group or Individual: Chief Jerry Stokes 704-638-2133

☒ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

☐ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

finance Manager Signature

Department Head Signature

Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date***

For Use in Mayor’s Office Only

☐ Approved

☐ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  □ Staff

Requested Council Meeting Date:  9/4/18

Name of Group(s) or Individual(s) Making Request:  Salisbury Police Department/Jerry Stokes

Name of Presenter(s):  Chief Jerry Stokes

Requested Agenda Item:  Budget Amendment
Description of Requested Agenda Item:  The City has received funds from North Carolina Substance Taxes. These funds will be used for training ($5,433) and up fitting the crime scene truck ($5,500) in the Police Department. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

Attachments:  □ Yes  □ No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)
These are grant funds with no match. They are being spent on items allowed by grant.

Action Requested of Council for Agenda Item:  Amend the budget to allocate State Drug Tax funds.
Contact Information for Group or Individual:  Chief Jerry Stokes 704-638-2133

□ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

□ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

[Signatures]

S. Wade Forches
Finance Manager Signature

Department Head Signature

Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date***

For Use in Mayor’s Office Only

□  Approved

□ Declined

Reason:
AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE NC CONTROLLED SUBSTANCES TAXES

Be it ordained by the City Council of the City of Salisbury, North Carolina, as follows:

Section 1. The City has received funds from North Carolina Substance Taxes. These funds will be used for training and up fitting the crime scene truck in the Police Department. NC General Statutes require that the City appropriate these revenues so that they can be legally spent.

Section 2. That the 2018-2019 Budget Ordinance of the City of Salisbury, adopted on June 19, 2018, is hereby amended as follows:

(a) That the following General Fund line items be amended as follows:

(1) Increase line item 010-000-000-412504 Controlled Substances Taxes $10,933

(2) Increase line item 010-511-326-516400 Public Safety Vehicle Equipment $5,500
Increase line item 010-514-000-529400 Training $5,433
Total Expenditures $10,933

Section 4. That all ordinances, or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. That this ordinance shall be effective from and after its passage.
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  □ Staff

Requested Council Meeting Date:  September 4, 2018

Name of Group(s) or Individual(s) Making Request:  City Engineering

Name of Presenter(s):  Wendy Brindle

Requested Agenda Item:  Spirit Communications requests encroachment into City Right-of-Ways

Description of Requested Agenda Item:  Spirit Communication requests approval of installation of directional bored duct within the City Right-of-Way along Council Street, Lee Street and alley between Lee Street and Main Street. Spirit Communications must also seek NCDOT approval for Long Street and Main Street. City Council approval is required by Section 11-24 (27) of the City Code.

Attachments:  □ Yes  □ No

Fiscal Note:  (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

There is no budgetary impact on this item.

Action Requested of Council for Agenda Item:  City Council to approve encroachment by Spirit Communication (Section 11-24 (27)).

Contact Information for Group or Individual:  wbrin@salisburync.gov

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

☐ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature  Department Head Signature

Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date****

For Use in Mayor's Office Only

☐ Approved  □ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category: □ Public □ Council □ Manager □ Staff

Requested Council Meeting Date: September 4, 2018

Name of Group(s) or Individual(s) Making Request: Community Planning Services

Name of Presenter(s): N/A (Consent)

Requested Agenda Item: Adopt an ORDINANCE amending the FY2018-2019 budget ordinance in the amount of $121,281 to appropriate funds from the sale of a house from FY2017-2018.

Description of Requested Agenda Item: The City received $121,281 for the sale of a house in May 2018. This ORDINANCE will allow these funds to be available for housing stabilization projects during the current fiscal year. The focus area for these activities will continue to be in the Chestnut Hill neighborhood where Salisbury Community Development Corp. has purchased several properties for rehabilitation or new construction.

Attachments: ☑ Yes ☐ No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

The proceeds from the sale of the home in May were not appropriated or spent in FY18, and therefore, increased the City’s Fund Balance available for appropriation. These proceeds will be used along with other City funds appropriated in the FY19 Budget Ordinance for Housing Stabilization.

Action Requested of Council for Agenda Item: Adopt an ORDINANCE amending the FY2018-2019 budget ordinance in the amount of $121,281 to appropriate housing stabilization funds.

Contact Information for Group or Individual: Janet Gapen 704-638-5230 jgape@salisburync.gov

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

☐ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

S. Wade Furches  
Finance Manager Signature

Janet Gapen  
Department Head Signature

Anna Bumpass  
Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date***
For Use in Mayor's Office Only

☐ Approved

☐ Declined

Reason:
AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF SALISBURY, NORTH CAROLINA TO
APPROPRIATE HOUSING STABILIZATION FUNDS

Be it ordained by the City Council of the City of Salisbury, North Carolina, as follows:

Section 1. The City received $121,281 from the sale of a home in May 2018, and the Community Planning Services staff wishes to appropriate these funds for additional housing stabilization projects. NC General Statutes require that the City appropriate this revenue so that it can be legally spent.

Section 2. That the 2018-2019 Budget Ordinance of the City of Salisbury, adopted on June 19, 2018, is hereby amended as follows:

(a) That the following General Fund line items be amended as follows:

(1) Increase line item 010-491-000-5450.00 $121,281
    Special Projects

(2) Increase line item 010-000-000-4999.00 $121,281
    Fund Balance Appropriated

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage.
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  ☑ Staff

Requested Council Meeting Date:  September 4, 2018

Name of Group(s) or Individual(s) Making Request:  Salisbury-Rowan Utilities

Name of Presenter(s):  Jason Wilson

Requested Agenda Item:  Residuals Land Application Program

Description of Requested Agenda Item:  Salisbury-Rowan Utilities opened two (2) sealed proposals on August 2, 2018 from qualified vendors to provide services related to the Residuals Land Application Program. Proposals were evaluated based on a number of criteria, including qualifications, experience and price of services. SRU recommends that a 1-year contract, renewable up to five (5) years, be awarded to EMA Resources, Inc. in Mocksville, N.C. in the amount of $183,225.00.

Attachments:  ☑ Yes  □ No

Fiscal Note:  (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

This item is within the current fiscal budget of $200,000 for land application services.

Action Requested of Council for Agenda Item:  Council to consider authorizing the City Manager to execute a contract with EMA Resources, Inc. in the amount of $183,225.00 for services related to the Residuals Land Application Program.

Contact Information for Group or Individual:  Jason Wilson, Utilities Engineering Manager
704-216-7553, jason.wilson@salisburync.gov

☑ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

□ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Shannon Moore
Finance Manager Signature

[Signature]
Department Head Signature

Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date****
For Use in Mayor's Office Only

☐ Approved  ☐ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  ■ Public  □ Council  □ Manager  □ Staff

Requested Council Meeting Date:  SEPTEMBER 4, 2018

Name of Group(s) or Individual(s) Making Request:  KAREN BARBEE FOR CITY OF SALISBURY

Name of Presenter(s):  SAME

Requested Agenda Item:  PROGRAM (RAP)

Description of Requested Agenda Item:  RAP COORDINATOR TO PROVIDE AN ACTIVITY UPDATE ON THE REMEDIAL ACTION PROGRAM AND ADVERTISE UPCOMING LANDLORD TRAINING ON 9-26-2018.

Attachments:  ■ Yes  □ No

Fiscal Note:  (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

Action Requested of Council for Agenda Item:  NO ACTION NEEDED

Contact Information for Group or Individual:  #7586 or kbarb@salisburync.gov

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

■ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

________________________________________  ______________________________________
Finance Manager Signature                  Department Head Signature

Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date****

For Use in Mayor’s Office Only

☐ Approved  □ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  ☐ Public  ☐ Council  ☐ Manager  ☒ Staff

Requested Council Meeting Date:  September 4, 2018

Name of Group(s) or Individual(s) Making Request:  Engineering Department

Name of Presenter(s):  Wendy Brindle

Requested Agenda Item:  Council to consider adopting a Resolution authorizing the upset bid process for the sale of Parcels 011-391 and 011-039-01, 200 block of W Henderson Street

Description of Requested Agenda Item:
Choua Vue, through Century 21 Towne and Country, has submitted an offer of $15,000 to the City to purchase the above referenced property. These parcels have a combined size of approximately 0.80 acres a total assessed tax value of $59,650. The information contained herein was obtained via the Rowan County Property Record Card. Parcel 011-039-01 is covered about 75% by 100-year floodplain, while Parcel 011-391 is covered about 40% (see attached map).

In order to proceed, a Resolution must be adopted authorizing the use of the upset bid process for the sale of this property. Upon adoption of the Resolution, the upset bid process will begin. The offeror is required to submit a bid deposit of 5% of the offer to the City. Once received, the offer is published for a period of ten days. During this period, upset bids may be submitted. An upset bid must raise the current offer by an amount of at least 10% of the first $1,000 of that offer and 5% of the remainder.

If the bid is raised, the new bid becomes the current offer, and the City will conduct another upset bid, using the same procedure. This process will continue until a ten-day period passes without receipt of a qualifying upset bid. Council will receive notice of the final offer and may at that time reject or accept the offer.

Attachments:  ☒ Yes  ☐ No

Fiscal Note: (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

There is no budgetary impact on this item.

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)
City Council to adopt the attached Resolution authorizing the sell of Parcels 011-391 and 011-039-01 using the upset bid process.

Contact Information for Group or Individual:
Wendy Brindle, City Engineer 704-638-5201 or wbrin@salisburync.gov

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

☒ Regular Agenda (item to be discussed and possibly voted on by Council)
RESOLUTION SUPPORTING  
UPSET BID PROCESS FOR THE SELL OF  
PARCELS # 011-391 AND 011-039-01 LOCATED IN THE 200 BLOCK OF  
WEST HENDERSON STREET

WHEREAS, the City of Salisbury owns certain property; being approximately 0.80 acres. The same being located in the 200 block of West Henderson Street, as illustrated on the attached map, and

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

WHEREAS, the City has received an offer to purchase the property described above, in the amount of $15,000 submitted by Century 21 Towne & Country on behalf of Choua Vue; and

WHEREAS, Choua Vue has committed to pay the required 5% deposit upon Council adoption of this resolution;

WHEREAS, the City of Salisbury agrees to follow the upset bid procedures as outlined in NCGS 160A-269;

THEREFORE, the Salisbury City Council resolves that:

1. The Council authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269.

2. The City Engineer shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Engineer within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Engineer shall open the bids, if any, and the highest such bid will become the new offer if it satisfies the requirements of NCGS 160A-269. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the City Engineer shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.

5. A qualifying higher bid is one that raises the existing offer by not less than 10% of the first $1,000 of that offer and 5% of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5% of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the
Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraph 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent": Century 21 Town & Country, Salisbury NC

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCRROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCRROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialed is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(m) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on

TIME BEING OF THE ESSENCE.

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STANDARD FORM 12-T
Revised 7/2018
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W henderson & W
(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on September 14, 2018, unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(n) and 6(k).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) Loan: Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) Property Investigation: Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
(i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.

(ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

(iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

(iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(v) **Appraisals:** An appraisal of the Property.

(vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

**NOTE:** NC General Statutes Section 136-102.6(f) (the “Statute”) requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(c) **Buyer’s Obligation to Repair Damage:** Buyer shall, at Buyer’s expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer’s agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer’s agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller’s negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer’s Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the “Termination Notice”) during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer □ does □ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: □ Conventional □ Other: ______________________

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STANDARD FORM 12-T

Revised 7/2018

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W henderson & W
4. BUYER OBLIGATIONS:
(a) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.
(b) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to:
   (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
   (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
   (iii) determining restrictive covenant compliance;
   (iv) appraisal;
   (v) title search;
   (vi) insurance;
   (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
   (viii) recording the deed; and
   (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
(c) Authorization to Disclose Information: Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:
(a) Ownership: Seller represents that Seller:
   X has owned the Property for at least one year.
   □ has owned the Property for less than one year.
   □ does not yet own the Property.
(b) Assessments: To the best of Seller's knowledge there □ are □ are not any Proposed Special Assessments. If any Proposed Special Assessments, identify:
    Seller warrants that there □ are □ are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify:

NOTE: Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

(c) Owners' Association(s) and Dues: To best of Seller's knowledge, ownership of the Property □ subjects □ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and
Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) Sewage System Permit: (☐ Applicable ☐ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) Private Drinking Water Well Permit: (☐ Applicable ☐ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys; and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) Removal of Seller's Property: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of

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Revised 7/2018

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W handsom & W
the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(b) Deed, Taxes, and Fees: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Choua Vue

(i) Agreement to Pay Buyer Expenses: Seller shall pay at Settlement $ ____________________________ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) Owners' Association Fees/Charges: Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) Payment of Confirmed Special Assessments: Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) Late Listing Penalties: All property tax late listing penalties, if any, shall be paid by Seller.

(m) Owners' Association Disclosure and Condominium Resale Statement Addendum (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

(a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) Rents: Rents, if any, for the Property;

(c) Dues: Owners' association regular assessments (dues) and other like charges.

8. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does

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Buyer initials ____________________ Seller initials ____________________

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W Henderson & W
10. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, trees or vegetation removal or other such activities may be done before possession is delivered.

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- Loan Assumption Addendum (Form 2A6-T)
- Owners' Association Disclosure Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda:

---

**NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.**

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or
communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the “Notice Information” section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party’s agent. Seller and Buyer agree that the “Notice Information” and “Acknowledgment of Receipt of Notice” sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term “days” shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of “days” shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer’s failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: ________________

Buyer: Choua Vue

Date: ________________

Buyer: 

Entity Buyer: (Name of LLC/Corporation/Partnership/Trust/etc.)

By: 

Name: 

Title: 

Date: 

Date: 

Seller: City of Salisbury

Date: 

Seller: 

Entity Seller: (Name of LLC/Corporation/Partnership/Trust/etc.)

By: 

Name: 

Title: 

Date: 

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W Hernandez & W
WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WİRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:
Mailing Address:

Buyer Fax#:

Buyer E-mail:

SELLER NOTICE ADDRESS:
Mailing Address:

Seller Fax#:

Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Century 21 Towne & Country
Acting as ☐ Buyer's Agent ☑ Seller's (sub)Agent ☑ Dual Agent
Firm License #: C3397
Mailing Address: 474 Jake Alexander Blvd W,
Salisbury, NC 28147

Individual Selling Agent: Cary Grant
☐ Acting as a Designated Dual Agent (check only if applicable)
Selling Agent License #: 195224
Selling Agent Phone#: (704) 239-5274
Selling Agent Fax#: (704) 637-7724
Selling Agent E-mail: scarygrant@hotmail.com

Listing Firm Name: Century 21 Towne & Country
Acting as ☐ Seller's Agent ☑ Dual Agent
Firm License #: C3397
Mailing Address: 474 Jake Alexander Blvd, W,
Salisbury, NC 28147

Individual Listing Agent: Cary Grant
☐ Acting as a Designated Dual Agent (check only if applicable)
Listing Agent License #: 195224
Listing Agent Phone#: (704) 239-5274
Listing Agent Fax#: (704) 637-7724
Listing Agent E-mail: scarygrant@hotmail.com

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W henderson & W
ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Salisbury

Buyer: Choua Vue

Property Address: N Lafayette St and W Henderson St, Salisbury, NC 28144

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the payment to Seller of a Due Diligence Fee in the amount of $_____, receipt of which Listing Agent hereby acknowledges.

Date: ________________

Firm: Century 21 Towne & Country

By: ________________

(Signature)

Cary Grant

(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $_____, receipt of which Seller hereby acknowledges.

Date: ________________

Seller: ________________

(Signature)

City of Salisbury

Date: ________________

Seller: ________________

(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(f) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of $_____, Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: ________________

Firm: Century 21 Towne & Country

By: ________________

(Signature)

Salisbury, NC

(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(f) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of $_____, Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: ________________

Time: ________________ □ AM □ PM

Firm: Century 21 Towne & Country

By: ________________

(Signature)

Salisbury, NC

(Print name)
**STATE OF NORTH CAROLINA**

**MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.

2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.

3. You must respond to each of the following by placing a check ✓ in the appropriate box.

### MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

<table>
<thead>
<tr>
<th>Buyer Initials</th>
<th>Yes</th>
<th>No</th>
<th>No Representation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mineral rights were severed from the property by a previous owner.</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>2. Seller has severed the mineral rights from the property.</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>4. Oil and gas rights were severed from the property by a previous owner.</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>5. Seller has severed the oil and gas rights from the property.</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
<tr>
<td>6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.</td>
<td>☐</td>
<td>☐</td>
<td>✗</td>
</tr>
</tbody>
</table>

**Note to Purchasers**

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner’s agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

---

Property Address: W Lafayette St and W Henderson St, Salisbury, NC 28144

Owner's Name(s): City of Salisbury

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: ___________________________ City of Salisbury Date __________

Owner Signature: ___________________________

Owner(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner’s agent; and that the representations are made by the owner and not the owner’s agent(s) or subagent(s).

Purchaser(s) Signature: ____________________________________________ Choua Vue Date __________

Purchaser Signature: ___________________________

C-21 Towne & Country, 474 Jake Alexander Blvd, West Salisbury, NC 28147
Phone: (704)637-7721 Fax: (704)637-7724 Tammy Petron
Produced with z-index by ziLogic 18670 Filer Mile Road, Fraser, Michigan 48026  www.ziLogic.com
CONFIRMATION OF COMPENSATION
See Guidelines (Standard Form 770G) on proper use of this form.

Property Address: W Lafayette St and W Henderson St, Salisbury, NC 28144 ("Property")

☐ Buyer or ☐ Seller: Choua Vue, ("Client")

Real Estate Firm: Century 21 Towne & Country ("Firm")

1. Disclosure. A real estate firm is required by law to timely disclose to their client the receipt of (or promise or expectation of receiving) any compensation, incentive, bonus, rebate and/or other valuable consideration of more than nominal value ("Compensation") from any other party or person in a real estate sales transaction and confirm such disclosure in writing before making or accepting any offer.

2. Confirmation. Firm hereby confirms that in connection with the sale or purchase of the Property, Firm expects to receive the following Compensation (check all applicable boxes):

☐ Monetary: $ ______________ or 10.000 percent of sales price of Property received/to be received from ________ 

☐ Non-monoeyary: (describe) ______________________________ received/to be received from ___________________________ estimated value: $ __________ 

☐ Other: __________________________ 

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Firm Century 21 Towne & Country
Real Estate Firm Name

By: ___________________________ Date: August 23, 2018
Individual agent signature
Cary Grant

ACKNOWLEDGEMENT BY CLIENT

Client hereby acknowledges receipt of a completed copy of this form.

Client: Choua Vue Date: x-23-18

Client: ___________________________ Date: ___________________________

Client: ___________________________ Date: ___________________________

Entity Client: ___________________________ (Name of LLC/Corporation/Partnership/Trust/etc.)

By: ___________________________ Date: ___________________________

Name: ___________________________ Title: ___________________________

North Carolina Association of REALTORS®, Inc.
C-21 Towne & Country, 474 Lake Alexander Blvd, West Salisbury, NC 28147
Phone: (704)337-7721 Fax: (704)337-7724 Tammy Petree 

STANDARD FORM 770
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W Henderson & W
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  ☐ Public  ☐ Council  ☐ Manager  ☑ Staff

Requested Council Meeting Date:  September 4, 2018

Name of Group(s) or Individual(s) Making Request:  Engineering Department

Name of Presenter(s):  Wendy Brindle

Requested Agenda Item:  Council to consider adopting a Resolution authorizing the upset bid process for the sale of Parcel 010-2-562, located at 110 North Main Street.

Description of Requested Agenda Item:
Pete Bogle has submitted an offer to the City to purchase the property located at 110 N Main Street, which was renovated by the City in 1996. Current tax value is $200,498. An appraisal from 2015 was performed by Robinson Associates. At that time, the fee simple market value was determined to be $240,000. Parcel # 010-2-470, located at 106 North Main Street and Parcel # 010-2-469, located at 108 North Main Street, each sold for $155,000 in August of 2016. Conditioned square footage for both of these properties is 3,040 sq ft, which is equivalent to $50.97/sq ft. The property located at 110 North Main Street has conditioned space of 3,256 sqft. Mr. Bogle’s offer of $150,000 is equivalent to $46.07/sq ft. This information was obtained via the Rowan County Property Record Card.

A condition of the sale of the property is that the property is sold as-is, and the purchaser abate the mold in the basement area and perform a final air clearance test. Mr. Bogle has agreed to this condition and has an estimate from a certified mold remediation company. The offer letter, which is attached, also outlines the proposed use of the building and the plan for further renovations.

In order to proceed, a Resolution must be adopted authorizing the use of the upset bid process for the sale of this property. Upon adoption of the Resolution, the upset bid process will begin. The offeror is required to submit a bid deposit of 5% of the offer to the City. Once received, the offer is published for a period of ten days. During this period, upset bids may be submitted. An upset bid must raise the current offer by an amount of at least 10% of the first $1,000 of that offer and 5% of the remainder.

If the bid is raised, the new bid becomes the current offer, and the City will conduct another upset bid, using the same procedure. This process will continue until a ten-day period passes without receipt of a qualifying upset bid. Council will receive notice of the final offer and may at that time reject or accept the offer.

Attachments:  ☑ Yes  ☐ No

Fiscal Note:  (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

There is no budgetary impact on this item.

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)
City Council to adopt the attached Resolution authorizing the sell of parcel # 010-2-562 using the upset bid process.
Contact Information for Group or Individual:
Wendy Brindle, City Engineer 704-638-5201 or wbrin@salisburync.gov

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)
☒ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature ___________________________ Department Head Signature ___________________________

Budget Manager Signature ___________________________

★★★All agenda items must be submitted at least 7 days before the requested Council meeting date★★★

For Use in Mayor’s Office Only

☐ Approved

☐ Declined

Reason:
RESOLUTION SUPPORTING
UPSET BID PROCESS FOR THE SELL OF
PARCEL # 010 2 562 LOCATED AT 110 NORTH MAIN STREET

WHEREAS, the City of Salisbury owns certain property; 23’ x 74’ and being approximately 0.04 acres. The same being located at 110 North Main Street, as illustrated on the attached map, and

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

WHEREAS, the City has received an offer to purchase the property described above, in the amount of $150,000 submitted by Pete Bogle; and

WHEREAS, Pete Bogle has committed to pay the required 5% deposit upon Council adoption of this resolution;

WHEREAS, the City of Salisbury agrees to follow the upset bid procedures as outlined in NCGS 160A-269;

THEREFORE, the Salisbury City Council resolves that:

1. The Council authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269.

2. The City Engineer shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Engineer within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Engineer shall open the bids, if any, and the highest such bid will become the new offer if it satisfies the requirements of NCGS 160A-269. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the City Engineer shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.

5. A qualifying higher bid is one that raises the existing offer by not less than 10% of the first $1,000 of that offer and 5% of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5% of the bid; the deposit may be made in cash, cashier’s check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a
qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that the buyer purchase the property as-is and shall remediate the mold and provide a final air clearance test, and must pay with cash, cashier's check or certified check at the time of closing.

8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and reserves the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is presented to Council at which time the Council may award to the highest offeror or reject the offer. If awarded, the appropriate City officials are hereby authorized to execute the instruments necessary to convey the property.

This the 4th day of September, 2018

____________________________________
Al Heggins, Mayor

____________________________________
Diane Gilmore, City Clerk
August 24, 2018

Wendy Brindle
Engineering Director
City of Salisbury, NC
132 N. Main Street
Salisbury, NC 28144

Subject: Offer to Purchase Property
110 North Main Street, Salisbury

Wendy

THE BOGLE FIRM is pleased to make an offer to purchase the City owned property at 110 North Main Street, Salisbury. We understand that this offer, if accepted by City Council, would start the mandatory upset bid process.

Our intent for the property would be to locate our architectural offices on the second floor and develop the main level as a leased retail space. I have been in discussion with a local coffee store owner and also some community leaders who work with special needs adults. The goal is to bring these together into a working concept that would bring a new coffee store to the heart of our downtown that also provides jobs, training, and purpose to members of our special needs community. The SOAR program at RCCC, ARC of Rowan, and the Access Ministry of First Baptist Church have been part of these discussions and have each expressed excitement about the concept.

We understand that a condition of the sale of the property will be agreeing to perform a mold abatement of the basement, including final air clearance testing. We agree to this condition and have an estimate in hand from a certified mold remediation company. This work will be performed prior to occupancy of the building.

It is also our intent to immediately replace the failing windows on the front façade, replace the missing awning, and repaint the existing stucco. We would utilize the City's MSD and/or Innes Street Corridor grant programs as part of this work. Other major works, including an entire roof replacement and all new HVAC rooftop units, will likely be required within the first five years. Assuming we meet the minimal investment thresholds, we would apply for the City's Building Renovation grant for this more involved work.

If our offer if successful, we will form a separate LLC that will make the actual purchase. We also request that we would be allowed to break our current lease in the Plaza with no penalty.

We offer to purchase this property for $150,000. Thank you for your consideration.

In your service,

Pete Bogle, AIA, LEED-AP
Principal • NC License 10100
The Bogle Firm Architecture

www.boglefirm.com • 100 W. Innes Street, Suite 200A, Salisbury, NC 28144 • 704.213.4553
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  ☒ Public  ☐ Council  ☐ Manager  ☒ Staff

Requested Council Meeting Date:  September 4, 2018

Name of Group(s) or Individual(s) Making Request:  Diane Gilmore

Name of Presenter(s):

Requested Agenda Item:  Council to consider making appointments to boards and commissions. A worksheet is attached showing the current number of seats open either through vacancies or members who are rolling off of the board for each the boards and commissions.

Description of Requested Agenda Item:

Attachments:  ☒ Yes  ☐ No

Fiscal Note:  (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

There is no fiscal impact.

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)

Council to consider making appointments to boards and commissions.

Contact Information for Group or Individual:  Diane Gilmore, 704-638-5224

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

☒ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

_________________________________  ______________________________
Finance Manager Signature  Department Head Signature

______________________________
Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date****

For Use in Mayor’s Office Only
☐ Approved  ☐ Declined

Reason:
### Alternate Methods of Design Commission

<table>
<thead>
<tr>
<th>Current Member</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>All Vacancies Filled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Wagoner</td>
<td>3/31/18</td>
<td>No</td>
<td>Jon Palmer</td>
</tr>
</tbody>
</table>

**Applicants:**
- Tenkamenin Crowder

**Notes:** Members shall have demonstrated experience, education, or licensure in the design, construction, and/or development field.

### Community Appearance Commission

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>Need 1 Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Levonia Corry</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Jane Creech</td>
</tr>
<tr>
<td>Jane Creech</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Carlton Jackson, Jr.</td>
</tr>
<tr>
<td>Carlton Jackson, Jr.</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Levonia Corry</td>
</tr>
<tr>
<td>Vacant (Judy McDaniel)</td>
<td>3/31/18</td>
<td>n/a</td>
<td>Lewellen Padgett</td>
</tr>
<tr>
<td>Karl Sale</td>
<td>3/31/18</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**Applicants:**
- Nancy Vick
- David Moore

**Notes:** The CAC is seeking individuals with construction and/or design experience.

### Greenway Committee

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>All Vacancies Filled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darryl Blackwelder</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Darryl Blackwelder</td>
</tr>
<tr>
<td>Edward Hirst</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Edward Hirst</td>
</tr>
<tr>
<td>Lisa Wear</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Lisa Wear</td>
</tr>
</tbody>
</table>

**Applicants:**

**Notes:**

### Historic Preservation Commission

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>All Vacancies Filled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jon Planovsky</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Jon Planovsky</td>
</tr>
<tr>
<td>Elizabeth Trick</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Elizabeth Trick</td>
</tr>
<tr>
<td>Mr. Jonathan Chamberlain</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Larry Richardson</td>
</tr>
<tr>
<td>Vacant</td>
<td>3/31/20</td>
<td>n/a</td>
<td>Steven Cobb</td>
</tr>
</tbody>
</table>

**Applicants:**
- William Boyd
- Kaloni Brincefield
- Edword Clark
- Emelia Duren
- Larry Richardson
- Arnethia Alexander

**Notes:** All members must have a demonstrated interest, competence, or knowledge in historic preservation. The Certified Local Government must document in writing its good faith effort to appoint professionals from the disciplines of architecture, history, architectural history, planning, archaeology, or other related disciplines, to the extent such professionals are available in the community and willing to serve. The CLG program recognizes that a mix of professional and lay members makes the strongest commission.
### Housing Advocacy Commission

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>All Vacancies Filled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greta Conner (Neighborhood)</td>
<td>3/31/18</td>
<td>No</td>
<td>Greta Conner</td>
</tr>
<tr>
<td>Jayne Helms (Landlord)</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Jayne Helms</td>
</tr>
<tr>
<td>Sean Meyers (At-large)</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Sean Meyers</td>
</tr>
</tbody>
</table>

**Applicants:**
- Katherine Boyd
- Michael Brown
- Myra Byarm
- Rocky Cabagnot
- Frances Day
- Emilia Duren
- Velveeta Reid-Hairston
- Heather Fidler
- Jayne Land
- Whitney Peckman
- Bianca Warren
- William Clements
- Keya Ruston

**Notes:** Seats have been designated for representatives from Neighborhoods, Landlords and At-large.

### Human Relations Council

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>Need 1 Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annie Boone-Carroll</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Annie Boone-Carroll</td>
</tr>
<tr>
<td>Lorenzo Debose (resigned)</td>
<td>3/31/18</td>
<td>Yes</td>
<td>John Schaffer</td>
</tr>
<tr>
<td>Linda Hunt (resigned)</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Gemale Black</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mark Hill</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Liliana Spears</td>
</tr>
</tbody>
</table>

**Applicants:**
- Katherine Boyd
- William Boyd
- Kaloni Brincefiled
- Myra Byarm
- Tenkamemin Crowder
- Frances Day
- Emelia Duren
- Whitney Peckman
- John Struzick (withdrew on 02/01/2018)
- Kelly Vanager
- Biana Warren
- Latasha Wilks
- Emily Rivers
- John Schaffer
- Gemale Black
- Mark Hill

**Notes:** Eight members of the HRC are appointed by City Council and eight members are appointed by the HRC.
### Hurley Park Advisory Board

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>All Vacancies Filled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathryn Davis</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Kathryn Davis</td>
</tr>
<tr>
<td>Laura Thompson</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Laura Thompson</td>
</tr>
</tbody>
</table>

**Applicants:**
- Annie Boone-Carroll
- Latasha Wilks

**Notes:** The City will ensure that a member of the Hurley Family Foundation and a person who lives within 100 feet of the park are appointed to the board.

### Parks and Recreation Advisory Board

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>All Vacancies Filled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roy Bentley</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Roy Bentley</td>
</tr>
<tr>
<td>Vacant</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Russell Smyre</td>
</tr>
<tr>
<td>Vacant</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Jon Post</td>
</tr>
</tbody>
</table>

**Applicants:**
- George Benson
- William Boyd
- Heather Fidler
- Kia Reeves
- Kelly Vanager
- Nancy Vick
- Latasha Wilks

**Notes:**

### Planning Board

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>Need 2 ETJ Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Josh Canup (ETJ)</td>
<td>3/31/18</td>
<td>No</td>
<td>Cress Goodnight</td>
</tr>
<tr>
<td>Cress Goodnight</td>
<td>3/31/18</td>
<td>Yes</td>
<td>Jon Post</td>
</tr>
<tr>
<td>Jon Post</td>
<td>3/31/18</td>
<td>Yes</td>
<td>John Struzick</td>
</tr>
<tr>
<td>Randy Reamer (ETJ)</td>
<td>3/31/18</td>
<td>No</td>
<td>Patricia Ricks</td>
</tr>
<tr>
<td>John Struzick</td>
<td>3/31/19</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Patricia Ricks</td>
<td>3/31/20</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

**Applicants:**
- Michael Brown
- Myra Byarm
- Edword Clark
- Heather Fidler
- Velveeta Reid-Hairston
- Jayne Land
- Whitney Peckman
- Russell Smyre
- Kelly Vanager
- Mark Hill
- Liliana Spears
### Transportation Advisory Board

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>Need 2 Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy Brindle</td>
<td>3/31/18</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Vacant</td>
<td>3/31/21</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Franklin Barnes</td>
<td>3/31/18</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Laura Schmidt</td>
<td>3/31/18</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Vacant (rider)</td>
<td>3/31/20</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**Applicants:**
- George Benson
- Michael Brown
- Rocky Cabagnot
- Velveeta Reid-Hairston
- Kia Reeves
- Annie Boone-Carroll
- Nan Buehrer

**Notes:** Membership shall be representative of the population of the service area and include representatives from human service agencies, transportation providers, business sector, government sector, and the public within the service area.

### Tree Board

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Term Expires</th>
<th>Eligible for Reappointment</th>
<th>All Vacancies Filled</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Lewis</td>
<td>3/31/18</td>
<td>No</td>
<td>Katherine Boyd</td>
</tr>
<tr>
<td>Vacant</td>
<td>3/31/17</td>
<td>n/a</td>
<td>Carolyn Brown</td>
</tr>
<tr>
<td>Vacant</td>
<td>3/31/18</td>
<td>n/a</td>
<td>Edword Clark</td>
</tr>
<tr>
<td>Vacant</td>
<td>3/31/19</td>
<td>n/a</td>
<td>Melisa Williams</td>
</tr>
</tbody>
</table>

**Applicants:**
- Katherine Boyd
- Carolyn Brown
- Edword Clark
- Lewellen Padgett
- Melisa (Lisa) Williams

**Notes:**
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  ☐ Public  ☐ Council  ☐ Manager  ☒ Staff

Requested Council Meeting Date:  September 4, 2018

Name of Group(s) or Individual(s) Making Request:  Graham Corriher, City Attorney

Name of Presenter(s):  Graham Corriher

Requested Agenda Item:  Amendment of Animal Control Ordinance

Description of Requested Agenda Item:  Since 2009, Rowan County Animal Control has handled animal control matters within the City of Salisbury pursuant to an agreement between the City and the County. The County's animal control ordinance is not inconsistent with and is more comprehensive than the City's ordinance. The purpose of this requested agenda item is to clarify which ordinance controls within the City, and what officials are authorized to enforce the ordinance.

Attachments:  ☒ Yes  ☐ No

Fiscal Note:  (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

None

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)

1) Adopt a Resolution adopting Rowan County's Animal Control Ordinance to be in effect in the City limits.
2) Adopt an Ordinance amending Chapter 5, Article IV of the City of Salisbury Code of Ordinances.

Contact Information for Group or Individual:

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

☒ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

Finance Manager Signature  Department Head Signature

Budget Manager Signature

***All agenda items must be submitted at least 7 days before the requested Council meeting date***
For Use in Mayor’s Office Only

☐ Approved  ☐ Declined

Reason:
RESOLUTION PERMITTING THE ROWAN COUNTY ANIMAL CONTROL ORDINANCE TO BE APPLICABLE WITHIN THE CITY LIMITS

WHEREAS, the City of Salisbury has an Animal Control ordinance codified in Chapter 5, Article IV, of its Code of Ordinances; and

WHEREAS, Rowan County entered into an agreement with the City of Salisbury in 2009 to consolidate its Animal Control Services; and

WHEREAS, pursuant to that Agreement, Rowan County Animal Control has been providing Animal Control services within the city limits since 2009; and

WHEREAS, the Rowan County Animal Control ordinance, codified in Chapter 5, Article II, of the Rowan County Code of Ordinances, is not inconsistent with the City of Salisbury’s current Animal Control ordinance; and

WHEREAS, the City Council desires to provide more clarity to its citizens and to Rowan County Animal Control about the ordinance that is enforced.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council hereby adopts, in its entirety, the Rowan County Animal Control Ordinance, as amended from time to time by the Rowan County Board of Commissioners.

2. Rowan County’s Animal Control Ordinance shall, upon adoption of this Resolution, be in effect within the City of Salisbury’s corporate limits.

3. A copy of Rowan County’s Animal Control Ordinance shall be appended to the City of Salisbury’s Code of Ordinances.

Adopted this 4th day of September, 2018.

________________________________________
Al Heggins, Mayor

ATTEST:

________________________________________
Diane Gilmore, City Clerk
AN ORDINANCE AMENDING CHAPTER 5, SECTION IV OF THE CODE OF ORDINANCES TO CLARIFY ANIMAL CONTROL SERVICES

Be it ordained by the City Council of the City of Salisbury, North Carolina, as follows:

Section 1. Chapter 5, Section IV, of the Code of Ordinances, is hereby amended as follows:

1) **Rowan County Animal Control Ordinance adopted.** Pursuant to G.S. 153A-122, the City has adopted, in its entirety, the Rowan County Animal Control Ordinance, as amended from time to time by the Rowan County Board of Commissioners, which has been and will be deemed adopted as a resolution of the City. Such ordinance shall be in full force and effect to the same extent as if set out at length in this section. The ordinance shall be in effect within the City’s corporate limits. A copy of the Rowan County Animal Control Ordinance is appended to this Code.

2) **Authority of Police Officers.** Members of the Salisbury Police Department shall be empowered to perform the duties of Animal Control Officer as specified in the ordinance.

Section 2. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. That this ordinance shall be effective from and after its passage.

Adopted this 4th day of September, 2018.

__________________________
Al Heggins, Mayor

ATTEST:

__________________________
Diane Gilmore, City Clerk
ARTICLE II. - ANIMAL CONTROL

DIVISION 1. - GENERALLY

Sec. 5-26. - Authorization.

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

(Ord. of 6-7-95, § I(A); Ord. of 11-6-00, § I(A); Amend. of 10-3-16)

Sec. 5-27. - Purpose.

It is the purpose of these rules to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by state law.

(Ord. of 6-7-95, § I(B); Ord. of 11-6-00, § I(B); Amend. of 10-3-16)

Sec. 5-28. - Policy.

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

(Ord. of 6-7-95, § I(C); Ord. of 11-6-00, § I(C); Ord. of 9-8-15; Amend. of 10-3-16)

Sec. 5-29. - Scope.

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

(Ord. of 6-7-95, § I(D); Ord. of 11-6-00, § I(D); Amend. of 10-3-16)

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

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

(Ord. of 6-7-95, § I(E); Ord. of 11-6-00, § I(E); Amend. of 10-3-16)

Sec. 5-31. - Right of entry.

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

(Ord. of 6-7-95, § I(F); Ord. of 11-6-00, § I(F); Amend. of 10-3-16)

Sec. 5-32. - Interference with enforcement.
It shall be unlawful for any person to interfere with, hinder or molest the employees of the animal services department in their enforcement of these rules, or to seek to release any animal in the custody of such person, except as otherwise specifically provided.

(Ord. of 6-7-95, § 1(G); Ord. of 11-6-00, § 1(G); Amend. of 10-3-16)

Sec. 5-33. - Appeals.

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

(Ord. of 6-7-95, § 1(H); Ord. of 11-6-00, § 1(H); Amend. of 10-3-16)

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

(a) Authority is hereby granted to the county to establish and maintain an animal control program. The animal services department shall employ animal control officers and such other employees as shall be determined necessary, and approved by the county board of commissioners. The animal services director, through his/her authorized designee, shall:

1. Have responsibility, along with law enforcement agencies, to enforce the laws of North Carolina and the rules of the board pertaining to animal control and shall cooperate fully with all law enforcement officers within the county in support of these laws/rules.

2. Enforce and carry out the laws of the state and the rules of the board pertaining to rabies control, except those areas assigned to another agency.

3. Be responsible for the investigation of all reported animal bites of humans, for the quarantine of any dog or cat involved and suspected of having rabies for a period of not less than ten (10) days and reporting to the health director as soon as practicable the occurrence of any such animal bite and the condition of any quarantined animal.

4. Make such canvasses of the county as necessary for the purpose of ascertaining compliance with these rules and state laws pertaining to animal control.

5. Be responsible for the operation of the county animal shelter.

6. Keep or cause to keep, accurate and detailed records of:
   a. Bite cases, violations and complaints and investigation of these cases.
   b. Seizure, impoundment and disposition of all animals coming into the custody of the animal control program.
   c. All monies belonging to the county derived from fees, penalties, or other sources and to deposit all funds so collected daily.
   d. Any other matters required by the state law or directed by the health director.

7. Issue notices of violations of these rules in such form as the board may prescribe.
(8) Investigate cruelty to and abuse of animals.

(9) Be responsible for the seizure and impoundment, where deemed necessary, of any dog or cat or other animal in the county involved in a violation of these rules or state law pertaining to animal control.

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

(b) Penalty for interference with enforcement. Failure to comply with the requirements in subsection (10) shall result in a fine for each offense. Fee: One hundred dollars ($100.00).

(Ord. of 6-7-95, § II; Ord. of 11-6-00, § II; Amend. of 10-3-16)

Sec. 5-35. - Definitions.

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

Adequate food means the provision at suitable intervals, not to exceed twenty-four (24) hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.

Adequate shelter means that shelter which will keep a nonaquatic animal dry, out of the direct path of winds and out of the direct sun, at a temperature level that is healthful for the animal. For dogs and other non-feline small animals, the shelter shall be a structure of suitable size to accommodate the animal and allow retention of body heat. It shall include a roof and four (4) walls that provide protection from all directions from the wind and moisture and a solid floor raised up off of the ground, with an opening entrance large enough to allow access to the animal, but placed in such a way as to keep the animal out of the direct path of winds. Metal barrels and three (3) sided boxes do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. The structure shall be provided with a sufficient quantity of suitable bedding material consisting of hay, straw, cedar shaving, or the equivalent. The shelter shall be placed where it will be adequately shaded from excessive heat from direct sun. For all animals the containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to eliminate rapidly excess water or moisture. Does not apply to cats and the following domesticated livestock: cattle, oxen, bison, sheep, swine, goats, horses, ponies, mules, donkeys, hinnies, llamas, alpacas, lagomorphs, ratises, and poultry (except within municipal corporate limits the term "poultry" applies only to poultry flocks greater than twenty (20) birds).

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

Aggressive means forceful, hostile, injurious or destructive behavior.

Animal means every live vertebrate other than human beings.

Animal enforcement officer means a county employee designated by the animal services director to enforce the county animal control rules, county ordinances and state laws pertaining to animal control.

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

Animal services department means the county department that includes the animal enforcement, animal shelter, and nature center facilities and staff.
Animal services director means the county employee responsible for the management of the animal services department.

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

Animal trap means a humane live trap.

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

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

Cat means a domesticated carnivorous mammal of the genus Felis.

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

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

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

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

Dog means a domesticated carnivorous mammal of the genus Canis.

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

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

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

Health department means the county health department.

Health director means the director of the county health department or a duly authorized representative.

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

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

Injury means the wounding of an animal.

Keeper means a person or group having custody of an animal or who keeps or harbors an animal or who knowingly permits an animal to remain on or about any premises occupied or monitored by such person.

Owner means a person having a possessory property right in an animal.
Owner's or keeper's real property means any real property owned or leased by the owner of the animal.

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

Pet means an animal kept for pleasure rather than utility.

Public nuisance. See section 5-38.

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

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

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

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

Strict owner's control means an animal that is for the duration of an observation period under the owner's strict supervision and control. They are to be either leash walked, kept in a fenced yard, with no travel or boarding unless approved in advance by the local health director, no outings at parks or activities that allows contact with other animals or people until the animal has been released from its observation period by the health department director.

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

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

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

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

(Ord. of 6-7-95, § III; Ord. of 11-6-00, § III; Ord. of 9-8-15; Amend. of 10-3-16; Amend. of 2-19-18)

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

(a) Sufficient restraint shall include, but is not be limited to, restraint by a leash, harness, or similar effective or humane device that is capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, or similar secure enclosure or temporarily in a vehicle for travel whether the vehicle is in motion or stopped. Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.

(b) It shall be unlawful for any person to keep any animal unless it is restrained, whether on or off the owner or keeper's property.

(c) Preferable containment of a dog is by keeping it within an occupied dwelling or confined within a fence or a kennel with the required minimum dimensions of ten (10) feet by ten (10) feet per dog. If kept on an outside restraint, all restraints must be designed and placed so as to prevent choking or strangulation, and be of such design as to restrain the animal during its utmost physical attempts to free itself.
Dogs over six (6) months old may be tethered to a restraint system outdoors. A restraint system can be an overhead pulley trolley system, a retractable cable system, or a swivel cable anchored into the ground. All of these must allow the dog a minimum of ten (10) feet of travel perpendicular to the anchor point. For a pulley system, the stationary cable that the pulley runs on must be at least ten (10) feet in length and anchored on each end to a stationary object. The line attached to the pulley must allow the dog to move perpendicularly at least ten (10) feet from the stationary cable. The restraint line must be attached to the dog with a buckle type collar or body harness and the line can weigh no more than ten (10) percent of the animal’s body weight. A swivel to prevent entanglement should be on at least one (1) end of the restraint line attached to the animal. In cases where deemed necessary for public safety, written exemptions may be made by the animal services director’s discretion for other restraint methods but only after opportunities to verify those methods are needed and that they serve the purpose and intent of this section.

Dogs that are used for hunting, sporting, or as working dogs are exempt from these specific restraint requirements.

(d) Nothing contained in these rules is intended to be in conflict with the laws of the state regarding dogs while being used in hunting. Nor are these rules intended to interfere with legal sporting events or exhibitions involving dogs, cats, or other animals. However, while engaged in such activities, the owner or keeper of such animals shall be strictly liable for damages done by those animals to the person, possessions or property of others.

(e) All female dogs and cats in heat (estrus) must be confined. The owner or keeper of any female dog or cat in heat must confine the animal in a building or enclosure in such manner that it will not be in contact with another dog or cat. Restraining the animal in an open area with a chain or leash to a fixed object does not constitute confinement, and is a violation of these rules. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner or keeper of an animal involved in the breeding process.

(f) An owner or keeper of any animal shall be held strictly liable for any damages done by the animal while on or off the owner’s or keeper’s real property.

(g) Animals may not remain on uninhabited property such as a vacant lot or a lot without an occupied domicile.

(h) Penalty.

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

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

(Ord. of 6-7-95, § V; Ord. of 11-6-00, § V; Amend. of 10-3-16; Amend. of 2-19-18)

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

(a) **Dogs, cats and livestock.** It shall be unlawful for any person in the county to knowingly and intentionally harbor, feed, keep in possession by confinement, or otherwise, any stray animal which does not belong to that person, unless that person has, within twenty-four (24) hours from the time such animal came into his/her possession, notified an animal control officer of his/her intentions to either surrender the stray animal to the animal control officer or advertise such stray animal in the local newspaper for three (3) consecutive days. If the individual holding the stray animal elects to advertise the animal in the local newspaper and the prior owner does not respond by the tenth day from the last day of publication of the notice, the individual who has advertised shall be deemed the legal owner. If the advertisement has not appeared within seventy-two (72) hours, the animal shall be surrendered to the animal control officer. It shall be unlawful for any person to refuse to surrender any such animal to the animal control officer upon demand.

(b) **Dangerous exotic animals.** Any person finding or capturing an exotic or dangerous exotic animal shall immediately notify animal enforcement of the same, and shall surrender the exotic animal to the animal services director or his designee upon request.

(c) **Penalty.** Failure to comply with the requirements in subsections (a) and (b) shall result in a fine of twenty-five dollars
($25.00) for each offense.

(d) Registered feral feline colonies under the community cat program in section 5-112 shall be exempt from this section for the purposes herein.

(Ord. of 6-7-95, § VII; Ord. of 11-6-00, § VII; Ord. of 9-8-15; Amend. of 10-3-16)

Sec. 5-38. - Public nuisances prohibited.

(a) If an animal has bitten a human or another animal, it shall be declared a public health nuisance and the owner or keeper shall be fined as provided for in subsection (f).

(b) An animal may be determined by the animal services director, or his designee, to be a public nuisance when it commits any of the following acts two (2) or more times or any combination of two (2) or more of the following acts one (1) or more times.

1. Chases, snaps at, or otherwise molests pedestrians, bicyclists, motor vehicles, farm stock or domestic animals; or
2. Turns over garbage pails; or
3. Damages gardens, lawns, or other foliage or other real or personal property.

(c) Upon determining that an animal is a public nuisance, the animal control officer shall make a good faith attempt to notify the owner in writing of such determination and of such requirements as may be necessary to prevent the continuation of the nuisance condition.

(d) It shall be unlawful for the owner or keeper of an animal, which has been determined to be a public nuisance in accordance with this section or G.S. 130A-200, to allow the nuisance to continue if the owner or keeper has received notice and a reasonable time to correct the nuisance.

(e) Any owner or keeper shall be held strictly liable for any damages to any person or another person’s possessions or property done by any of the owner or keeper’s animals while such animals are running at large or declared a nuisance.

(f) Failure to comply with the requirements in subsections (a)—(e) shall result in a fine for each of the following offenses.

1. First violation of public nuisances: Twenty-five dollars ($25.00).
2. Second violation of public nuisances: Fifty dollars ($50.00).
3. Third violation of public nuisances: Seventy-five dollars ($75.00).
4. Fourth violation or more: Two hundred dollars ($200.00).

(Ord. of 6-7-95, § VIII; Ord. of 11-6-00, § VIII; Amend. of 10-3-16)

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

(a) The purpose of the dangerous dog rule is to protect persons and animals from unprovoked attacks from a dog or dogs that are dangerous or potentially dangerous.

(b) As used in this section, unless the context clearly requires otherwise, and except as modified in subsection (b) of this section, the term:

1. "Dangerous dog" means a dog that:
   a. Without provocation has killed or inflicted severe injury on a person; or
   b. Is determined by the responsible authority designated by the board to be potentially dangerous because the dog has engaged in one (1) or more of the behaviors listed in subsection (2) of this section.
   c. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
(2) "Potentially dangerous dog" means a dog that the responsible authority designated by the board determines to be:
   a. Inflicted severe injury on a person; or
   b. Killed or inflicted severe injury upon a domestic animal when not on the owner's or keeper's real property; or
   c. Approached a person when not on the owner's or keeper's property in a vicious or terrorizing manner in an apparent attitude of attack.

(c) The provisions of this section do not apply to:
   (1) A dog being used by a law enforcement officer to carry out law enforcement duties;
   (2) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or
   (3) A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, assaulting the dog, had tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.

(d) For the purpose of enforcing the dangerous or potentially dangerous dog rule, the board designates the health director, the environmental health supervisor or the animal services director each as the responsible authority for declaring a dog to be a potentially dangerous dog or a dangerous dog. The board shall also designate a subcommittee of the board to hear any appeals. The animal services director shall have the authority to gather evidence and request hearings before the appellate board concerning dangerous or potentially dangerous dogs. The person making the determination that a dog is a potentially dangerous dog or a dangerous dog must notify the owner or keeper in writing, giving the reasons for the determination before the dog may be considered potentially dangerous or dangerous under this section. The owner or keeper may appeal the determination by filing written objections with the appellate board within three (3) days. The appellate board shall schedule a hearing within twenty (20) days of the filing of the objections. Any appeal from the final decision of such appellate board shall be taken to the superior court by filing notice of appeal and a petition for review within ten (10) days of the final decision of the appellate board. Appeals from rulings of the appellate board shall be heard de novo before a superior court judge sitting in Rowan County.

(e) Any animal declared a dangerous dog or potentially dangerous dog is required to remain confined at the county animal shelter until such time as the owner constructs or makes available confinement facilities which are adjudged by county animal control officials to be secure and in keeping with all requirements.

(f) Redemption fees and daily boarding fees at a rate established by the board shall continue to accrue each day the animal remains confined at the county animal shelter. All charges and fees are required to be satisfied before the animal can be released to its owner.

(g) Minimum cage requirements for any animal declared as a dangerous dog or potentially dangerous dog are as follows:
   (1) Ten (10) feet × ten (10) feet × six (6) feet heavy gauge chain link fence.
   (2) Four-inch concrete slab.
   (3) Roof suitable to contain the dog.
   (4) Double pad lock.
   (5) "Beware of dog" signs posted on the lot.

(h) Once the animal owner is notified that any animal has been declared to be a dangerous or potentially dangerous dog, the owner will have three (3) weeks to construct the dog lot and have it approved by the county animal services director.
(i) The dog must stay caged in accordance with the county animal control rules until all appeals are exhausted.

(j) Precautions required against attacks by dangerous dogs or potentially dangerous dogs.

(1) It is unlawful for an owner or keeper to:

a. Leave a dangerous dog or potentially dangerous dog unattended on the owner's or keeper's real property unless the dog is confined in a securely enclosed and padlocked chain link pen, with a concrete bottom and a secure top, along with the posting of the premises with four (4) clearly visible warning signs adequate to inform the public, including children, of the presence of a dangerous dog, and strategically placed on the property as designated by the health director or his designee.

b. Permit a dangerous dog to go beyond the owner's or keeper's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.

c. Even in the presence of an owner or keeper or others, permit a dangerous or potentially dangerous dog on the owner's or keeper's property, not confined in a secured enclosure, to be without a muzzle.

(2) If the owner or keeper of the dangerous dog transfers ownership or possession of the dog to another person as identified in G.S. 12-2(6), the owner or keeper shall provide written notice to:

a. The authority that made the determination under this section stating the name and address of the new owner or possessor of the dog; and

b. The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the authority's determination.

(3) Violation of this section is a misdemeanor punishable by a fine not to exceed five hundred dollars ($500.00) or imprisonment for not more than thirty (30) days or both.

(k) The owner or keeper of a dangerous dog shall be strictly liable in civil damages for any injuries or property damage the dog inflicts upon a person, his/her property, or another animal.

(l) Penalties.

(1) The owner or keeper of a dangerous dog that attacks a person and causes physical injuries requiring medical treatment in excess of one hundred dollars ($100.00) shall be guilty of a misdemeanor punishable by a fine of up to five thousand dollars ($5,000.00), imprisonment up to two (2) years, or both.

(2) The fee for failure to comply with this section 5-39 is five hundred dollars ($500.00).

(Ord. of 6-7-95, § IX; Ord. of 11-6-00, § IX; Amend. of 10-3-16)

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

(a) *Exotic and dangerous animals constitute a potential risk to public health and safety.* Fully effective rabies vaccines are not available at this time for exotic mammals. In order to more adequately protect the public from rabies, animal control officers must be aware of the location of these animals. Exotic and dangerous exotic animals constitute a potential risk to public health and safety due to the possibility of human injury or death resulting from attacks by such animals.

(b) *Dangerous exotic animal; registration.* Owners or keepers of exotic and/or dangerous exotic animals as property or pets shall register each animal with the animal services director or his designee. No fee shall be charged for this registration. Any person who brings a dangerous exotic animal into this county for a period exceeding twenty-four (24) hours shall register the animal within one (1) business day.

(c) *Dangerous exotic animal; federal and state permits required.* Every owner of an exotic and/or dangerous exotic animal shall be subject to the following requirements:

(1) *Permits required.* No owner or keeper may possess a dangerous exotic animal in the county without first obtaining all permits required by the federal government, the state and the registration requirements by the board.
(2) **Application.** An owner of a dangerous exotic animal must complete a registration application, which shall be submitted to the board. The application, once completed, shall contain the following information:

a. Name, address and telephone number of the applicant.

b. A description of the animal, including species, sex and body weight.

c. The address of the premises where the animal will be kept.

d. Proof of the applicant's ability to respond in damages for bodily injury or death of any person or for damages to property owned by another person who may result from the ownership, keeping or maintenance of such animal. Proof of ability to respond in damages shall be given by filing with the animal services director a certificate of insurance from an insurance company authorized to do business in the state, stating that the applicant is insured by a policy with a minimum coverage of one million dollars ($1,000,000.00) per claim to compensate persons for personal injury and property damage. In lieu of insurance the owner may post with the animal services director a surety bond in the same amounts conditioned upon payment of such damages. Such certificate of insurance or bond shall provide that no cancellation of the insurance or bond will be made unless ten (10) days' written notice is first given to the health director.

e. Copies of all federal and state permits and licenses required for such animal.

(3) **Penalty.** The fee for failure to register exotic or dangerous exotic animal(s) with county animal shelter is twenty-five dollars ($25.00) per animal.

(Ord. of 6-7-95, § X; Ord. of 11-6-00, § X; Amend. of 10-3-16; Amend. of 2-19-18)

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

(a) All animals shall be kept and treated under sanitary and humane conditions and failure of the owner or keeper of the animal to abide by the following provisions shall be subject to the penalties described in subsection (c) listed below:

(1) All animals in the possession of any person shall be provided proper and adequate food and water. All animals, unless otherwise indicated in this chapter, shall be given at suitable intervals, not to exceed twenty-four (24) hours, a quantity of wholesome food suitable for the species and age, sufficient to maintain a healthful level of nutrition. All animals shall have access to a supply of clean, fresh water.

(2) All animals shall be kept in a clean area and provided adequate shelter as described by definition on section 5-35. The enclosure shall be ventilated and must have sufficient room for the animal(s) to move around freely and to lie down comfortably. The following shall not constitute adequate shelter:

a. Underneath outside steps, decks and stoops;

b. Inside vehicles during the summer;

c. Inside metal barrels placed in direct sunlight during the summer;

d. Inside cardboard boxes.

(3) All owners or keepers of animals shall provide proper medical attention for sick, diseased, or injured animals. A sick animal shall go no longer than twenty-four (24) hours without veterinary care.

(b) No person shall beat, torment, overload, overwork, tease, molest or bait an animal as defined in section 5-41. No person shall shoot a dog, either on or off the owner's property, unless the dog is in the act of attacking a human being, livestock or poultry. No person shall trap a dog or cat that they are not the legal owner of without the permission of the county animal services director. By way of example and not limitation, the following acts or conditions shall constitute prima facie evidence of animal cruelty:

(1) Animals that have not been fed or watered adequately;

(2) Allowing animals to live in unsanitary and crowded conditions, and allowing animals to be exposed to extreme
damp, hot or cold weather without shelter;
(3) Failure or refusal of an owner to obtain medical treatment for an animal when in an animal control officer's opinion such treatment is needed;
(4) A collar, rope or chain embedded in or causing injury to an animal's neck;
(5) Causing, permitting or instigating any dog fight, cock fight, bull fight or other illegal contest or combat between animals or animals and humans;
(6) Exposing any known poisonous substance or mix a poisonous substance with food so that it will likely be eaten by any animal. This does not include acts or attempts of persons to rid their own property of rats or any other acts permitted by the state wildlife department;
(7) Anyone leaving an animal in a closed car, truck or other vehicle for such duration or at temperatures as an animal control officer in his/her sole discretion, deems harmful or potentially harmful to the animal. No person shall carry or cause to be carried in or upon any vehicle or other conveyance any animal in a cruel or inhumane manner;
(8) Turning loose or discarding any animal with the intent of abandoning such animal.

(c) Penalty. Failure to comply with section 5-41 will result in a fine for cruelty to animals.

Per event per animal .... $100.00

Abandonment of animal ..... 75.00

(Ord. of 6-7-95, § XI; Ord. of 11-6-00, § XI; Ord. of 9-8-15; Amend. of 10-3-16)

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

(a) It shall be unlawful to seize any animal by luring or enticing that animal off its owner's or keeper's property.

(b) It shall be unlawful to seize, molest or tease any animal belonging to another person or which is legally held or controlled by another person or while the animal is on the property of its owner or keeper.

(c) An animal control officer of the county may not set an animal trap within fifty (50) yards of the animal owner's property without first notifying the owner that his/her animal has been in violation.

(d) Any animal that follows an animal control officer off the owner's property may not be impounded without first notifying the owner that the animal is in violation.

(e) Nothing in this section shall prevent authorized animal control personnel or other designated and approved groups / agencies registered under section 5-112 from humanely trapping animals for the purpose of enforcing these rules.

(f) Anyone caught luring, enticing, seizing, molesting or teasing an animal illegally will be fined fifty dollars ($50.00) per event per animal.

(Ord. of 6-7-95, § XII(1); Ord. of 11-6-00, § XII(1); Ord. of 9-8-15; Amend. of 10-3-16)

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

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

(Ord. of 6-7-95, § XII(2); Ord. of 11-6-00, § XII(2); Amend. of 10-3-16; Amend. of 10-3-16)
Sec. 5-44. - Destruction of animals which cannot be seized by reasonable means.

(a) The health director, animal services director, or their designee is authorized to destroy animals which cannot be seized by reasonable means, under the following conditions:

(1) A dangerous dog, a rabid animal, an animal suspected of having rabies, an animal biting humans or other animals, or seriously threatening humans or animals, or killing or injuring livestock, may be considered a serious and immediate threat by the health director.

(2) An animal at large which constitutes a serious and immediate threat to the public or other domesticated animals and cannot be captured by reasonable means, may be destroyed by order of the health director in a reasonable and safe manner.

(Ord. of 6-7-95, § XII(3); Ord. of 11-6-00, § XII(3); Amend. of 10-3-16)

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

(a) At large animals are often involved in animal biting humans cases. It is necessary to observe these animals for ten (10) days, in confinement, in order to determine if they have rabies, for the protection of the victim and the public. The injured or killed animal may be the one sought after in a bite case and never be located if it is killed or injured and no report is made.

(b) Any person injuring or killing a dog, cat or dangerous exotic animal, accidentally or intentionally, shall immediately notify the owner or keeper of the animal or the animal shelter.

(c) Any person that intentionally kills or injures an animal will be fined fifty dollars ($50.00) per animal per event.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4); Amend. of 10-3-16)

Sec. 5-46. - Miscellaneous concerns.

(a) All keepers or owners of animals that die, from any cause, shall bury the dead animal to a depth of at least three (3) feet beneath the surface of the ground on his leased or owned property. No animal shall be buried within three hundred (300) feet of any flowing stream or public body of water. In the alternative, the animal shall be disposed of in a manner approved by the health director or the animal services director. In any event, all dead animals shall be disposed of within twenty-four (24) hours after knowledge of the death.

(b) All persons who injure or kill a domesticated animal by running over, into or otherwise coming in contact with such an animal with an automobile, motorcycle, bicycle or other vehicle shall notify the owner of the animal immediately. If the owner is not known the person who injured or killed the animal shall immediately notify the animal services director or the police department if the injury or death occurred in the city. If the injury or death occurred in the county, the owner should notify the sheriff's office. An owner or lessee of real property who finds an injured or suffering domesticated animal on his property shall report the same to animal control as soon as the animal is discovered on the real property.

(c) No live animal shall be given away, raffled or offered as a prize, premium of advertising device for or at an inducement to enter any contest, game or other competition involving skill or chance.

(d) Animal control shall have the authority to inspect public exhibits of animals which are part of fairs, carnivals, festivals, fundraising events, petting zoos and any other activity or function carried on in the county. Animal control shall have the authority to close down any exhibit, function or activity if it is determined that the animals are being cruelly treated or animals run the risk of causing injury or harm to the public or to themselves.

(Ord. of 6-7-95, § XII(4); Ord. of 11-6-00, § XII(4); Ord. of 9-8-15; Amend. of 10-3-16)

Sec. 5-47. - Citations and penalties for violations.
(a) The health director, animal services director, or his designee is hereby empowered to issue civil citations to any person probable cause to believe that such person has violated any of the provisions of these rules.

(1) Citations so issued may be served in person upon the violator by the health director or his designee, or the citation may be mailed by registered or certified mail, return receipt requested or by other means reasonably calculated to give actual notice.

(2) Any citation so served or mailed shall describe the violation with reasonable particularity and shall state the time period within which the alleged violator shall make payment of the fine and shall specifically warn that failure to pay such fine shall result in an additional civil action as hereinafter set forth.

(3) If payment is not received within the time limits specified in the citation or if other equitable settlement has not otherwise been made, the health director, animal services director, or his designee may thereupon institute a civil action in the appropriate division of the general courts of justice for recovery of the penalties prescribed by these rules. Such civil action must be filed within three (3) years of the date that the civil citation was served on the violator.

(4) All citation forms shall be serially numbered in triplicate, and all records with respect to the citation forms and the disposition of the same shall be maintained so that all such forms shall be capable of an immediate accounting.

(b) Any person who shall violate the provisions of these rules as adopted by the board shall be guilty of a Class 1 misdemeanor as set forth in G.S. 130A-25.

(Ord. of 6-7-95, § XIII; Ord. of 11-6-00, § XIII; Amend. of 10-3-16; Amend. of 2-19-18)

Secs. 5-48—5-70. - Reserved.

DIVISION 2. - COMPLIANCE WITH STATE RABIES LAWS

Sec. 5-71. - Supplemental to state laws.

(a) It shall be unlawful for any animal owner, keeper or other person to fail to comply with all applicable state laws pertaining to the control of rabies.

(b) It is the purpose of these rules to supplement the state laws by providing a procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by state law.

(Ord. of 6-7-95, § IV; Ord. of 11-6-00, § IV; Ord. of 9-8-15; Amend. of 10-3-16)

Sec. 5-72. - Vaccination of dogs and cats.

(a) It shall be unlawful for an owner or keeper to fail to provide a current vaccination against rabies (hydrophobia) for any dog or cat four (4) months of age or older. Should it be deemed necessary, by the animal services director or health director, that other domestic animals be vaccinated in order to prevent or control a threatened epizootic or epidemic or to control an existing epizootic, it shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for any such animal.

(b) A rabies vaccination shall be deemed current if administered according to the most recent state department of health and human services recommendations, and an approved rabies vaccine must be utilized.

(c) All rabies vaccines shall be administered by a person authorized to do so in accordance with state law.

(d) The health director or animal services director can authorize a canvass of the county to determine if there are any dogs or cats not wearing the required vaccination tag. If a dog or cat is found not wearing the required rabies vaccination tag, the animal control officer shall check to see if the owner’s or keeper’s identification can be found on
the animal. If the animal control officer does not know whom the owner or keeper is, the animal control officer may impound the animal.

(e) Rabies vaccinations are not approved for exotic animals, except as authorized by the state public health veterinarian.

(f) Penalty. Failure to comply with the requirements in subsection (a) shall result in a fine of one hundred dollars ($100.00) for each offense.

(Ord. of 6-7-95, § IV(1); Ord. of 11-6-00, § IV(1); Amend. of 10-3-16; Amend. of 2-19-18)

Sec. 5-73.- Vaccination tag and certificate.

(a) Upon compliance with the provisions of division 2 of this article, the owner or keeper of the vaccinated dog or cat shall be issued a rabies tag, containing the words "North Carolina" or the initials "N.C." and stamped with a number and the year for which issued, and a rabies vaccination certificate.

(b) It shall be unlawful for any dog or cat owner or keeper to fail to provide the dog or cat with a collar or harness to which a current rabies tag issued under this section is securely attached or an implanted microchip that allows for animal control to determine the vaccination is current. The collar or harness, with attached tag or an implanted microchip that allows for animal control to determine that the vaccination is current must be present at all times.

(c) In addition to all other penalties as prescribed by law, a dog or cat is subject to impoundment in accordance with the provisions of these rules if the dog or cat is found not to be wearing a currently valid rabies tag.

(d) It shall be unlawful for any person to use, for any animal, a rabies vaccination tag issued for another animal.

(e) Failure to comply with the requirements in subsection (b) shall result in a fine of twenty-five dollars ($25.00) for each offense.

(Ord. of 6-7-95, § IV(2); Ord. of 11-6-00, § IV(2); Ord. of 9-8-15; Amend. of 10-3-16)

Sec. 5-74.- Notice to health director when person bitten; confinement of animal.

(a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or his/her parent or guardian if such person is a minor, and the person owning such animal or having the same in his/her possession or under his/her control, to notify the health director or the animal shelter immediately and give their names and addresses; and the owner or the keeper or person having such animal in his/her possession or under his/her control shall immediately and securely confine it for ten (10) days at the expense of the owner in such place as may be designated by the health director. Exotic animals shall be confined for a period to be determined by the state public health veterinarian or surrendered for rabies examination if required by the state public health veterinarian. It shall be the duty of every physician, after his/her professional attendance upon a person bitten by any animal having rabies, or suspected of having rabies to report to the health director the name, age, and sex of the person so bitten, and the precise location of the bite wound, within twenty-four (24) hours after having first knowledge that the person was bitten.

(b) If the owner of, or a person who has in his/her possession or under his/her control, an animal having rabies or suspected of having rabies refuses to confine the animal as required by these rules and G.S. 130A-197, the health director may order seizure of the animal and its confinement for ten (10) days in such a place as the health director shall designate.

(c) Law enforcement agencies investigating animal bites shall report such bites immediately to the health director and give the names and addresses of person bitten and of the owner or keeper of such animal.

(d) Animals confined, pursuant to this section, shall not be released from confinement except by permission of the health director.

(e) Animals confined, pursuant to this section, shall be confined at the expense of the owner or keeper.
(f) In the case of an animal whose owner or keeper is not known, the animal shall be kept at the animal shelter for the specified confinement period required by these rules. Exotic animals shall be kept at a secure location not accessible to the public. Confinement arrangements shall be approved by the health director or his designee. Staff access to the animal shall be subject to the minimum number reasonably required to provide adequate care.

(g) Badly wounded, diseased, or suffering animals which, are suspected of having rabies, may be humanely destroyed immediately and the head forwarded to the state department of health and human services for examination.

(h) Any dog or cat confined for observation of rabies shall be confined in a secure enclosure which shall be: A padlocked pen of sufficient strength to contain the animal, with a concrete bottom and a secured top, or a locked home or locked outbuilding with a concrete bottom and secure windows or no windows. Any requests for home confinements shall be approved at the discretion of the health director, or animal services director.

(i) Penalties.

   (1) Failure to report a bite when a person is bitten by an animal (subsection (a)) shall result in a fine of fifty dollars ($50.00).

   (2) Failure to confine or give up for confinement an animal that has bitten (subsection (b)) shall result in a fine of five hundred dollars ($500.00).

(Ord. of 6-7-95, § IV(3); Ord. of 11-6-00, § IV(3); Amend. of 10-3-16)

Sec. 5-75. - Destruction or confinement of animal bitten by a known rabid animal.

(a) Required. Pursuant to G.S. 130A-197, animals that have never been vaccinated against rabies and that are bitten by a known rabid animal or an animal suspected of having rabies that is not available for diagnosis, shall be immediately destroyed for testing purposes unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for the period of four (4) months at the owner’s expense and the animal also receives immediate veterinary care with a rabies vaccination within ninety-six (96) hours of the bite. If the exposed animal is overdue for it's booster and has documentation of at least one prior rabies vaccination, it must receive veterinary care with a rabies booster within ninety-six (96) hours of exposure and may be home quarantined for forty-five (45) days under “strict owner observation as defined.” If the animal has a current rabies vaccination, it shall be re-vaccinated at the expense of the owner or keeper and returned to the owner or keeper.

(b) Area-wide emergency quarantine.

   (1) When reports indicate a positive diagnosis of rabies to the extent the lives of persons and animals are endangered, the health director may declare an area-wide quarantine for such a period as he/she deems necessary. Upon invoking of such emergency quarantine, no dog or cat may be taken or shipped from the county without written permission of the health director. During such quarantine, the health director and law enforcement officers may seize and impound at large dogs and cats in the county. During the quarantine, the health director shall be empowered to provide for a program of mass immunization for rabies by the establishment of temporary emergency rabies vaccination facilities. No animal that has been impounded as a stray, unclaimed by its owner or keeper, shall be allowed to be adopted during the period of emergency.

   (2) In the event there are additional positive cases of rabies occurring during the period of quarantine, the quarantine may be extended at the discretion of the health director.

(c) Post mortem diagnosis.

   (1) If an animal dies while under observation for rabies, the head of such animal shall be submitted to the health department for shipment to the laboratory section of the state department of health and human services for rabies diagnosis.

   (2) The carcass of any animal suspected of dying of rabies shall be processed in the same manner as an animal that died under observation.

(d) Penalties.
(1) Failure to comply with destruction or confinement of animal bitten by a known rabid animal (subsection (a)) shall result in a fine of five hundred dollars ($500.00).

(2) Failure to comply with wide area emergency quarantine (subsection (b)(1)) shall result in a fine of five hundred dollars ($500.00).

(Ord. of 6-7-95, § IV(4); Ord. of 11-6-00, § IV(4); Amend. of 10-3-16; Amend. of 2-19-18)

Sec. 5-76. - Unlawful killing or releasing of certain animals.

(a) It shall be unlawful for any person to kill or release any animal under observation for rabies, or any animal under observation for biting a human or another animal, or to remove such animal from the county without written permission from the health director. The health director may authorize any animal to be euthanized for rabies diagnosis.

(b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars ($500.00).

(Ord. of 6-7-95, § IV(5); Ord. of 11-6-00, § IV(5); Amend. of 10-3-16)

Sec. 5-77. - Failure to surrender animal for confinement or destruction.

(a) It shall be unlawful for any person to refuse to surrender any animal for confinement or destruction as required by these rules, when required by the health director or animal services director.

(b) Failure to comply with subsection (a) shall result in a fine of five hundred dollars ($500.00).

(Ord. of 6-7-95, § IV(6); Ord. of 11-6-00, § IV(6); Amend. of 10-3-16; Amend. of 2-19-18)

Secs. 5-78—5-100. - Reserved.

DIVISION 3. - IMPOUNDMENT

Sec. 5-101. - Authorized; duration; records required.

(a) Any dog/cat/animal which appears to be lost, stray or unwanted, or not wearing a currently valid rabies vaccination tag, as required by state law and these rules, or not under restraint in violation of these rules, may be seized, impounded, and confined in a humane manner in an animal shelter.

(b) The duration of the impoundment of these dogs/cats/animals may be established by the animal services director or his/her designee, but the duration of the impoundment shall not be less than seventy-two (72) hours. During the impoundment period, an animal control officer shall make a reasonable effort to locate the owner or keeper of the dog/cat/animal. If the dog/cat/animal is not reclaimed by its owner or keeper during the impoundment period, the animal shall be disposed of in the following manner:

(1) Returned to the owner or keeper;

(2) Adopted as a pet by a new owner;

(3) Or euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or the American Humane Association.

(c) The animal shelter shall maintain a record of all dogs/cats/animals impounded under this section; which shall include the date of impoundment, the length of impoundment, the method of disposal of the dog/cat/animal and the name of the person or institution to whom any dog/cat/animal has been released.

(d) Impoundment of such dogs/cats/animals shall not relieve the owner or keeper thereof from any penalty: which may be imposed for violations of these rules.

(Ord. of 6-7-95, § VI; Ord. of 11-6-00, § VI; Amend. of 10-3-16; Amend. of 2-19-18)
Sec. 5-102. - Notice to owner or keeper of dogs or cats.

Upon impoundment of a dog or cat, notice of such impoundment shall be posted at the animal shelter until the dog or cat shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the dog or cat. Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(1); Ord. of 11-6-00, § VI(1); Amend. of 10-3-16)

Sec. 5-103. - Redemption by owner or keeper of dogs and cats.

(a) The owner or keeper of an animal impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and notified and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.

(b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-104 in order to redeem an animal that has been impounded pursuant to state law and these rules.

(c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the animal services department for immediate adoption or destruction as provided for in section 5-106(a).

(Ord. of 6-7-95, § VI(2); Ord. of 11-6-00, § VI(2); Amend. of 10-3-16; Amend. of 2-19-18)

Sec. 5-104. - Procedure with respect to redemption or adoption of dogs or cats.

(a) All dogs or cats adopted from or redeemed from the animal shelter must have a rabies vaccination, unless written proof of a current rabies vaccination can be furnished. Every person who adopts or redeems a dog or cat must make a deposit at the animal shelter toward the cost of a rabies vaccination. Upon making the deposit, the person will be given a receipt for the deposited amount. The person may then take the dog or cat to any veterinarian in the county, have the dog or cat vaccinated, and present the receipt to the veterinarian. The amount deposited and shown on the receipt shall be counted toward the cost of the vaccination. The person must then supply the animal shelter with written proof of vaccination from the veterinarian. The time limit for dogs and cats over four (4) months of age will be three (3) days, excluding Saturdays, Sundays and holidays. For those animals under the age of four (4) months, the time limit will vary according to their age.

(b) All dogs and cats, which are to be adopted from the animal shelter, must be spayed or neutered. Any person wishing to adopt a dog or cat is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:

1. Pay a deposit established by the county for the veterinarian who performs the spay/neuter within the timeframe spelled out in subsection (3) listed below.
2. Take the dog or cat to any veterinarian in the county for the spay/neuter treatment.
3. The time limit to complete spay/neuter for dogs or cats over four (4) months of age shall be thirty (30) days or at the discretion of the veterinarian.
4. Any adoption of a dog or cat that dies of natural causes within thirty (30) days of the adoption date, may be replaced for any dog or cat chosen by the adopter that is the property of the animal shelter and deemed
suitable for adoption. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.

(5) An adopted dog or cat may be exempt from this provision if the owner furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.

(6) A dog or cat known to have bitten a human or known to have killed livestock shall not be offered for adoption unless the animals services director rules that a bite was in self defense and the adoption is made by a rescue organization and with full disclosure of the animals history nor shall a known fighting dog be offered for adoption.

(7) Sick or injured dogs or cats shall not be offered for adoption except by rescue organizations deemed by the animal services director qualified to address these issues.

(8) Aggressive dogs or cats shall not be offered for adoption.

(c) Adoption of dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA-APHIS). The dangerous exotic classification of an animal shall be disclosed in writing to a prospective adopter prior to adoption of such animal.

(Ord. of 6-7-95, § VI(3); Ord. of 11-6-00, § VI(3); Amend. of 10-3-16; Amend. of 2-19-18)

Sec. 5-105. - Destruction or adoption of unredeemed dog or cat.

(a) If an impounded dog or cat is not redeemed by the owner or keeper within the period prescribed in section 5-103(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-104.

(b) No animal, which has been impounded by reason of its being a stray, unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(4); Ord. of 11-6-00, § VI(4); Amend. of 10-3-16)

Sec. 5-106. - Immediate placement for adoption or destruction of owner surrendereed dogs or cats.

(a) Any dog or cat surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption or humanely euthanized by a procedure approved by the American Veterinary Medical Association, the Humane Society of the United States or of the American Humane Association when:

(1) The owner or keeper directs in writing that the dog or cat be placed for adoption or humanely destroyed; and

(2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the dog or cat; and that the dog or cat has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and

(3) The owner or keeper agrees that he/she will indemnify and hold the county harmless from any loss or damage it may sustain, including attorney’s fees, by reason of destruction or placement for adoption of the dog or cat; and

(4) The owner or keeper transfers ownership or custody of the dog or cat to the animal services department and releases the animal services department from any future claims with respect to the dog or cat.

(b) Upon receiving said assurances, the animal services department may rely on the same and place the dog or cat for adoption, or euthanize the dog or cat by accepted standards. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(5); Ord. of 11-6-00, § VI(5); Amend. of 10-3-16; Amend. of 2-19-18)

Sec. 5-107. - Notice to owner or keeper of other animals and exotic animals.
Upon impoundment of an other animal(s), notice of such impoundment shall be posted at the animal shelter until the other animal(s) shall be disposed of as hereinafter provided, which shall be a minimum of seventy-two (72) hours, beginning with the time the animal enters the animal shelter. Reasonable effort shall be made to identify the owner or keeper and to inform him/her of the requirements for redeeming the other animal(s). Notice may be by telephone or by written notice mailed by regular mail to the owner or keeper when the identity and address are known or obtained. The seventy-two-hour holding period will not include Saturdays, Sundays or holidays.

(Ord. of 6-7-95, § VI(6); Ord. of 11-6-00, § VI(6); Amend. of 10-3-16)

Sec. 5-108. - Redemption by owner or keeper of other animals and exotic animals.

(a) The owner or keeper of any other animals impounded under these rules, except those animals suspected of being rabid, may redeem the animal within three (3) days following the impoundment date. If the owner is known and is notified in writing or by telephone and does not redeem the animal within three (3) days, not including Saturdays, Sundays, and holidays, the animal may be processed under these rules. All applicable fees concerning redemption shall be paid as a condition of redemption by the owner or keeper.

(b) No owner or keeper may be permitted to adopt his/her own animal under these rules. Such owner or keeper must comply with section 5-109 in order to redeem an animal that has been impounded pursuant to state law and these rules.

(c) The rules of this section shall have no application with respect to animals surrendered by the owner or keeper to the animal services department for immediate adoption or destruction as provided for in section 5-111(a).

(Ord. of 6-7-95, § VI(7); Ord. of 11-6-00, § VI(7); Amend. of 10-3-16; Amend. of 2-19-18)

Sec. 5-109. - Procedure with respect to redemption or adoption of other animals and exotic animals.

(a) Any person wishing to adopt another animal is subjected to these rules and shall sign all necessary documents concerning the adoption. The applicant shall agree not to hold the county or the animal shelter responsible for any claims related to or resulting from the adoption of an animal and shall:

1. Pay the appropriate administrative fee for adoption.

2. Any adopted animal that dies of natural causes within thirty (30) days of the adoption date, may be replaced by a similar animal if available or any dog or cat chosen by the adopter that is the property of the animal shelter and deemed suitable for adoption. The appropriate vaccination and spay/neuter fees will have to be paid prior to the adoption of a dog or cat. If the adopter requests, the original adoption/neuter/vaccination fee will be refunded.

3. An adopted animal or dog or cat may be exempt from this provision if the owner/adopter furnishes a statement from a licensed veterinarian that the animal, due to health reasons, could not withstand spay/neuter surgery.

4. An animal known to have bitten a human or known to have killed livestock shall not be offered for adoption, nor shall a known fighting cock be offered for adoption.

5. Sick or injured animals shall not be offered for adoption.

6. Aggressive animals shall not be offered for adoption.

(b) Adoption or redemption of exotic or dangerous exotic animals is restricted to persons licensed to keep such animals by the United States Department of Agriculture or the Animal and Plant Health Inspection Service (USDA-APHIS).

(Ord. of 6-7-95, § VI(8); Ord. of 11-6-00, § VI(8); Amend. of 10-3-16)
Sec. 5-110. - Destruction or adoption of unredeemed other animals or exotic animals.

(a) If an impounded animal is not redeemed by the owner or keeper within the period prescribed in section 5-108(a), it may be destroyed in a humane manner or shall become the property of the county animal shelter and offered for adoption under the requirements of section 5-109(a).

(b) No animal which has been impounded by reason of its being a stray or unclaimed by its owner or keeper, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine.

(Ord. of 6-7-95, § VI(9); Ord. of 11-6-00, § VI(9); Amend. of 10-3-16)

Sec. 5-111. - Immediate placement for adoption or destruction of owner surrendered other animals or exotic animals.

(a) Any animal surrendered by its owner or keeper to an animal control officer may be immediately placed for adoption (exception exotic or dangerous exotics) or humanely euthanized by accepted standards when:

(1) The owner or keeper directs in writing that the animal be placed for adoption or humanely destroyed; and

(2) The owner or keeper affirmatively represents in writing that he/she is in fact the legal owner or keeper of the animal; and that the animal has not bitten a person within the past ten (10) days or, in the case of exotic animals, a period to be determined by the state public health veterinarian; and

(3) The owner or keeper agrees that he/she will indemnify and hold the county, including the animal services department, harmless from any loss or damage it may sustain, including attorney's fees, by reason of destruction or placement for adoption of the animal; and

(4) The owner or keeper transfers ownership or custody of the animal to the health department and releases the animal services department from any future claims with respect to the animal.

(b) Upon receiving said assurances, the animal services department may rely on the same and place the animal for adoption, or destroy the animal, as it sees fit. The waiting period provided in section 5-102 shall not apply to this section.

(Ord. of 6-7-95, § VI(10); Ord. of 11-6-00, § VI(10); Amend. of 10-3-16)

Sec. 5-112. - Community cats.

(a) Organizations or individuals that engage in trap-neuter-return are required to register through a sponsoring organization approved by the animal control director. Organizations performing or supporting trap-neuter-return in Rowan County shall identify and nominate a community cat sponsoring organization, which shall be recognized by the county animal control director.

(b) The community cat sponsoring program shall make available to the public information about the trap-neuter-return and feral cats, shall attempt to notify the appropriate community cat caregiver when notified by the animal control director about an impounded eartipped cat, and shall provide a single point of contact to the animal control director for the coordination of trap-neuter-return, calls about at large cats, and calls about complaints related to community cats.

(c) Responsibilities of the community cat caregiver:

(1) Cats must be trapped using humane trapping techniques.

(2) Cats must be assessed by a veterinarian and deemed healthy at the time of spay/neuter surgery.

(3) Cats must be spayed or neutered.

(4) Cast must be vaccinated for rabies and FVRCP (Feline Viral Rhinotracheitis Calicivirus, and Panleukopenia).

(5) Cats must be eartipped and microchipped.

(6) Cat bites must be reported to county animal control.

(d) Responsibilities of county animal control:
(1) Persons that contact county animal control about stray or community cats shall be provided information about return and referred to the community cat sponsoring organization.

(2) When a person contacts county animal control with a complaint about an eartipped community cat, county staff will contact the community cat sponsoring organization for assistance in resolving the complaint.

(Ord. of 9-8-15; Amend. of 10-3-16)
Sec. 5-36. - Restraint of non-vicious animals.

(a) Sufficient restraint shall include, but is not be limited to, restraint by a leash attached to a harness or collar, or similar effective or humane device that is physically capable of restraining an animal, or confinement indoors or within a cage suitable for the animal, fence, or similar secure enclosure or temporarily in a vehicle for travel whether the vehicle is in motion or stopped. Electronic control devices such as correction collars are not considered restraint off of the owners property. Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper.

(b) It shall be unlawful for any person to keep any animal unless it is restrained, whether on or off the owner or keeper's property.

(c) Preferable containment of a dog is by keeping it within an occupied dwelling or confined within a fence or a kennel with the required minimum dimensions of 10 feet by 10 feet per dog. If kept on an outside restraint, all restraints must be designed and placed so as to prevent choking or strangulation, and be of such design as to restrain the animal during its utmost physical attempts to free itself.

Dogs over 6 months old may be tethered to a restraint system outdoors. A restraint system can be an overhead pulley trolley system, a retractable cable system, or a swivel cable anchored into the ground. All of these must allow the dog a minimum of 10 feet of travel perpendicular to the anchor point. For a pulley system, the stationary cable that the pulley runs on must be at least 10 feet in length and anchored on each end to a stationary object. The line attached to the pulley must allow the dog to move perpendicularly at least 10 feet from the stationary cable. The restraint line must be attached to the dog with a buckle type collar or body harness and the line can weigh no more than 10 percent of the animal's body weight. A swivel to prevent entanglement should be on at least one end of the restraint line attached to the animal. In cases where deemed necessary for public safety, written exemptions may be made by the Animal Services Director's discretion for other restraint methods but only after opportunities to verify those methods are needed and that they serve the purpose and intent of this section.

Dogs that are used for hunting, sporting, or as working dogs are exempt from these specific restraint requirements.

(d) Nothing contained in these rules is intended to be in conflict with the laws of the State of North Carolina regarding dogs while being used in hunting. Nor are these rules intended to interfere with legal sporting events or exhibitions involving dogs, cats, or other animals. However, while engaged in such activities, the owner or keeper of such animals shall be strictly liable for damages done by those animals to the person, possessions or property of others.

(e) All female dogs and cats in heat (estrous) must be confined. The owner or keeper of any female dog or cat in heat must confine the animal in a building or enclosure in such manner that it will not be in contact with another dog or cat. Restraining the animal in an open area with a chain or leash to a fixed object does not constitute confinement, and is a violation of these rules. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner or keeper of an animal involved in the breeding process.

(f) An owner or keeper of any animal shall be held strictly liable for any damages done by the animal while on or off the owner's or keeper's real property.

(g) Animals may not remain on uninhabited property such as a vacant lot or a lot without an occupied domicile
(h) Penalty.

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

Fee for failure to properly confine females in heat, subsection (e): Fifty dollars ($50.00).
ARTICLE IV. - ANIMAL CONTROL[4]

DIVISION 1. - GENERALLY

Sec. 5-80. - [Applicability.]

The provisions of this article do not apply to:

1. A dog being used by a law enforcement officer to carry out the officers official duties;
2. A dog being used in a lawful hunt;
3. A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under 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;
4. 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.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-81. - Definitions.

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

**Animal** means every live vertebrate creature including, but not limited to, dogs and cats and farm animals.

**Animal control officer** means a city employee designated by the city manager to enforce the city ordinances.

**Animal shelter** means a place provided and operated by the city or other governmental unit or subdivision for the restraint, care and disposition of animals.

**At large** means on any public street or other public place in the city or on private property without the permission of the owner or occupant of such private property, and not under control either by leash, cord or chain, or not under the immediate and effective control of the owner or other responsible person (keeper).

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

**Dangerous dog** means a dog that:

1. Without provocation has killed or inflicted severe injury on a person; or
2. Is determined by the person or board designated by the city responsible for animal control, to be potentially dangerous because the dog has engaged in one or more of the behaviors listed:
   a. Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or
   b. Killed or inflicted severe injury upon a domestic animal when not on the owner's 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.
(3) Is owned or harbored primarily or in part for the purpose of fighting, or any dog training for dog fighting.

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

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

*Exotic animals* means those animals that are not naturally found in this region or accepted as household pets. This includes livestock, reptiles, wildlife, and pets that are the product of cross breeding between domesticated animals and those found in the wild.

*Head of household* means the owner of any dog owned, kept or harbored by any person residing in such household and kept on such premises.

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

*Keeper* means a person having custody of an animal or who keeps or harbors an animal or who knowingly permits an animal to remain on or about any premises occupied by such person.

*Owner* means any person owning, keeping or harboring a domestic or exotic animal.

*Potentially dangerous dog* means a dog that the person or board designated by the city for animal control determines to have:

1. Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or
2. Killed or inflicted severe injury upon a domestic animal when not on the owner's property; or
3. Approached a person when on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

*Severe injury* shall mean any physical injury that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization.

*Stray* means any domesticated or exotic animal not under restraint and off the property of its owner or keeper and/or any animal not under restraint and there is no known owner.

*Vicious animal* means:

1. Any animal which has bitten one (1) or more persons; or
2. Any animal in which a propensity to attack humans without provocation exists, and such propensity is known, or ought to be known, to the owner.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-82. - Responsibility of owners.

Owners of dogs are responsible for the acts of their animals. The owner of any dog or other domesticated or exotic 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 such acts.

(Ord. No. 1998-13, 2-17-98)
Sec. 5-83. - Running at large.

(a) It shall be unlawful for any owner or keeper to permit an animal to run at large. It shall be unlawful for any person to keep any animal unless it is restrained. Restraint shall mean restriction or control of an animal's movement. Sufficient restraint shall include, but is not limited to, restraint by leash, harness, or similar effective or humane device that is capable of restraining an animal, or confinement indoors or within a cage, fence, or similar secure enclosure. Being loose in the back of an open truck does not constitute being restrained. Sufficient restraint shall also include immediate supervision of an animal by a competent person when both are in the limits of the real property of the animal's owner or keeper. All chains, leashes or similar restraints shall be designed and placed so as to prevent choking or strangulation and be of such design so as to restrain the animal during its utmost physical attempts to free itself. Such form of restraint while on the owner's or keeper's property line shall be of such a length so as to not permit the animal to cross the owner's or keeper's property while restrained. The form of restraint shall have at least one (1) swivel designed to prevent choking or strangulation or on a chain run with a swivel or be restrained in a securely fenced area, secured building or dwelling.

(b) All female dogs and cats in heat (estrus) must be confined. The owner or keeper of any female dog or cat in heat must confine the animal in a building or enclosure in such a manner that it will not be in contact with another dog or cat. Restraining the animal in an open area with a chain or leash to a fixed object does not constitute confinement and is a violation. This section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner or keeper of an animal involved in the breeding process.

(c) It shall be unlawful to seize any animal by luring or enticing that animal off its owners or keepers property.

(d) Nothing in this section shall prevent authorized animal control personnel from humanely trapping animals for the purpose of enforcing these rules.

(e) It shall be unlawful for any person to fail to surrender a stray animal to an authorized animal control officer.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-84. - Restraint of vicious animal.

It shall be unlawful for any person owning, keeping or having charge of any declared vicious animal within the city limits to allow such vicious animal to be outside the confines of a house, fenced yard or other such restricted area, except on a leash, cord or chain, or cage, and under the control of a responsible person.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-85. - Identification and marking.

Any dog declared potentially dangerous or dangerous must have a permanent type of identification mark i.e. tattooed, microchip. Tattoo is to be placed on the inside of the thigh with letters/numbers at least two (2) inches in height. The microchip is to be placed at the discretion of the veterinarian. Failure to comply with this article will result in a two hundred fifty dollar ($250.00) fine.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-86. - Wearing of a collar.
Any dog potentially dangerous or dangerous and any vicious animal must at all times wear an orange collar marked, "DANGER," and when off the owner's or keeper's property, must be walked on the orange leash marked, "DANGER." Failure to comply with this article will result in a two hundred fifty dollar ($250.00) fine.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-87. - Teasing and molesting.

It shall be unlawful for any person to tease, molest or bait any animal not belonging to them or legally under their control.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-88. - Rabies inoculation.

(a) No dog or cat, four (4) months old or older, shall be permitted within the corporate limits unless it has been inoculated against rabies as required by the General Statutes of North Carolina, and proof of such inoculation shall be attached to such animal.

(b) It will be considered a violation of this section if any animal is found not wearing the required vaccination tag. In addition, the switching of valid tags from one animal to another will also be considered a violation of this section. A rabies vaccination shall be deemed current if administered according to the most recent North Carolina Department of Environmental Health and Natural Resources recommendations. If a dog or cat is found not wearing the required rabies vaccination tag, animal control officers will check for an owner's or keeper's identification tag. If the neither can be found the animal may be impounded.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-89. - Cruelty to animals.

It shall be unlawful for any person to willfully overdrive, overload, wound, injure, torture, torment, deprive of necessary sustenance and shelter, abandon, cruelly beat, needlessly, mutilate or kill or cause or procure to be overdriven, overloaded, wounded, injured, tortured, tormented, deprived of necessary sustenance and shelter, abandon cruelly beaten, needlessly mutilated or killed as aforesaid, any useful beast, fowl or animal. This is not intended to prohibit the lawful taking of animals under the jurisdiction and regulation of the wildlife resources commission nor the process of animals for food under humane conditions.

In addition, it shall be unlawful for any person to expose any known poisonous substance, or to mix a poisonous substance with food, so that it can be eaten by any person or animal. This does not prevent the use of poison for the express purpose of killing rodents.

Fines for violations of this ordinance shall be based on the number of animals involved.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-90. - Abandonment.

It shall be unlawful for any owner or keeper, or person having charge or custody of any animal to willfully and without justifiable reason abandon an animal.
Sec. 5-91. - Care of animals.

It shall be unlawful for any owner or keeper to fail to provide their animal with sufficient, good and wholesome food and water, shelter and protection for the weather, veterinary care when needed to prevent suffering, and humane care and treatment.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-92. - Dog fighting.

It shall be unlawful for any person to cause, instigate or permit any dog fight, bull fight, or other combat between animals or humans.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-93. - Cock fighting.

It shall be unlawful for a person to instigate, promote, conduct, be employed at, allow property under his ownership or control to be used for, participate as a spectator at, or profit from an exhibition featuring the fighting of a cock or stag.

(Ord. No. 1998-13, 2-17-98)

Secs. 5-94—5-105. - Reserved.

DIVISION 2. - IMPOUNDMENT

Sec. 5-106. - Animal control officer.

The city manager is hereby authorized to appoint one (1) or more city animal control officers and to determine the amount of salary.

(Ord. No. 1998-13, 2-17-98)

Cross reference— Administration, Ch. 2.

Sec. 5-107. - Authority of police officers.

Members of the police department of the city shall be empowered to perform the duties of the animal control officer.

(Ord. No. 1998-13, 2-17-98)

Cross reference— Police, Ch. 20.

Sec. 5-108. - Animals subject to impoundment.

Any animal within the city may be picked up and impounded by the animal control officer or police officer which:

(1) Is without an owner or,
(2) Is found running at large, or

(3) Has bitten a person, or

(4) Is found without proper rabies tags, or

(5) Has been determined to be a threat to public safety.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-109. - Citation in lieu of impoundment.

If the animal control officer can determine the ownership of an animal which has been impounded under the provisions of this division by tag or other means, in lieu of impoundment the animal may be taken to the owner and a notice of violation shall be served charging the owner with a violation of this chapter.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-110. - Redemption by owner.

The owner of an animal which has been impounded under the provisions of this division shall have the right to redeem the dog upon the payment of any and all fees which may be due and payable for the impoundment of such animal; provided, however, the payment of such impoundment fees shall not bar the imposition of any fine which may be imposed for the violation of this chapter.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-111. - Disposition of receipts.

All proceeds (penalties and fees) derived through enforcement of this section by the animal control officer or officers under the provisions of this division, except the fees for boarding, feeding and redemption fees, shall be turned over to the city treasurer and placed on the account of the general fund.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-112. - Obstructing or interfering with impoundment.

It shall be unlawful for any person to obstruct or interfere with in any way the impoundment of any animal found in violation of the provisions of this article. It shall be unlawful for any person, without lawful authority, to release or attempt to release any animal which has been impounded.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-113. - Public nuisances

(a) An animal may be determined to be a public nuisance by the animal control officer in the following conditions, but not limited to:

(1) Chases, snaps at, or otherwise molests pedestrians, bicyclists, motor vehicles, farm stock or domestic animals; or

(2) Turns over garbage pails; or

(3) Damages gardens, lawns, or other foliage or other real or personal property; or
Salisbury, NC Code of Ordinances

(4) Barks or howls for a continuous time period so as to become a nuisance or cause irritation of others; or
(5) Causes fouling of the air by odors; or
(6) Cause unsanitary conditions of enclosures or surroundings.

(b) When an animal is determined to be a public nuisance, the animal control officer shall make a good faith attempt to notify the owner in writing of such determination and of such requirements as may be necessary to prevent the continuation of the nuisance condition.

(c) It shall be unlawful for the owner or keeper of an animal, which has been determined to be a public nuisance in accordance with this section, to allow the nuisance to continue if the owner or keeper has received notice and a reasonable time, to be determined by animal control officers, to correct the nuisance.

(d) Fines for any violations will be on a graduated system. The first violation will be twenty-five dollars ($25.00) and will increase twenty-five dollars ($25.00) for each additional violation up to two hundred dollars ($200.00) for the fourth and subsequent violations.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-114. - Notification of bite by animal.

(a) When a person has been bitten by an animal having rabies or suspected of having rabies, it shall be the duty of such person, or their parent or guardian if such person is a minor, and the person owning such animal or having the same in their possession or under their control, to notify the health director or animal control officer immediately and give their names and addresses.

(b) The owner or keeper or person having such animal in their possession shall immediately securely confine the animal for ten (10) days at the expense of the owner in such place as may be designated by the health director or animal control officer. It shall be the duty of every physician, after their professional attendance upon a person bitten by an animal having rabies, or suspected of having rabies to report to the health director or animal control officer the name, age and sex of the person bitten and the precise location of the bite wound, within twenty-four (24) hours after having first knowledge that the person was bitten. If the owner of, or a person who has in their possession or under their control an animal having rabies or suspected of having rabies refuses to confine the animal as required by these ordinances and North Carolina General Statute 130A-195, the health director or animal control officer may seize the animal and confine the animal for ten (10) days.

(c) Animals seized under this ordinance shall not be released except by permission from the animal control officer or health director.

(d) Animals confined pursuant to this section shall be confined at the expense of the owner or keeper.

(e) In the case of an animal whose owner or keeper is not known, the animal shall be kept at the animal shelter for the supervised confinement period required.

(f) Badly wounded, diseased, or suffering animals which are suspected of having rabies maybe humanely destroyed immediately and the head forwarded to the North Carolina Department of Environment, Health and Natural Resources for examination.

(g) Any animal confined for observation for rabies shall be confined in a secure enclosure which shall be a padlocked pen of sufficient strength to contain the animal, with a concrete bottom and a secured top, or a locked home or locked outbuilding with a concrete bottom and secure windows or no windows. Any requests for home confinement shall be approved at the discretion of the animal control supervisor or health supervisor.

(h) Unlawful for any person to kill or release any animal under observation for rabies, or any animal under
observation for biting a human, or to remove such animal from the city without written permission from the animal control officer.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-115. - Destruction of animals which cannot be seized by reasonable means.

The animal control officer and law enforcement officers are authorized to destroy animals which cannot he seized by reasonable means, under the following conditions:

1. A dangerous dog, rabid animal, an animal suspected of having rabies, an animal biting humans or other animals, or seriously threatening humans or animals, or killing or injuring livestock, may be considered a serious and immediate threat by the animal control officer or law enforcement officer.

2. An animal at large which constitutes a serious and immediate threat to the public or other domesticated animals and cannot be captured by reasonable means, may be destroyed by order of the county health director or enforcement officer at the scene, in a reasonable and safe manner.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-116. - Designation of dangerous/potentially dangerous dog.

For the purpose of enforcing the dangerous or potentially dangerous dog regulations the city manager designates the animal control officer as the primary position responsible for declaring a dog to be a potentially dangerous dog or a dangerous dog. The Salisbury City Council shall also designate a board to hear any appeals from the animal control officer. The animal control officer and city law enforcement officers shall have the authority to gather evidence and request hearings before the appellate board concerning dangerous or potentially dangerous dogs. The person making the determination that a dog is a potentially dangerous dog or a dangerous dog must make reasonable attempts to notify the owner or keeper in writing, giving the reasons for the determination before the dog may be considered potentially dangerous or dangerous under this section. Reasonable in this section shall mean certified mail or notification in person. If no one can be located there shall be no requirements of notification. The owner or keeper may appeal the determination by filing written objections with the appellate board within three days. The appellate board shall schedule a hearing within twenty (20) days of the filing of the objections. Any appeal from the final decision of such appellate board shall be taken to the superior court by filing notice of appeal and a petition for review within ten (10) days of the final decision of the appellate board. Appeals from rulings of the appellate board shall be heard de novo before a superior court judge.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-117. - Dangerous dog/potentially dangerous dog owner requirements,

(a) It is unlawful for an owner or keeper of a dangerous dog or potentially dangerous dog to:

1. Leave a dangerous dog or potentially dangerous dog unattended on the owner's or keeper's property unless the dog is confined in a securely enclosed and padlocked chain link pen, with a concrete bottom and a secure top, along with the posting of the premises with four (4) clearly visible warning signs adequate to inform the public, including children, of the presence of a dangerous dog, and strategically place on the property as designated by animal control officers.

2. Permit a dangerous or potentially dangerous dog to go beyond the owner's or keeper's property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.

3. Even in the presence of an owner, keeper or others, permit a dangerous or potentially dangerous dog on
the owner's or keeper's property, not confined in a secured enclosure, to be without a muzzle.

(b) If the owner or keeper of the dangerous or potentially dangerous dog transfers ownership or possession of the dog to another person as identified in G.S. 12-2(6), the owner or keeper shall provide written notice to the animal control officer of the city stating:

1. The name and address of the new owner or possessor, of the dog; and
2. The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the authority's determination.

(c) Once dog has been determined to be potentially dangerous or dangerous under this section, the owner shall have three (3) weeks to meet the requirement for confining the dog. While in the process of meeting these requirements, the owner, at the discretion of the animal control officer, shall keep the dog inside a residence or veterinarian facility or at the animal shelter.

(d) Strict liability. The owner or keeper of a dangerous or potentially dangerous dog shall be strictly liable in civil damages for any injury or property damage the dog inflicts upon a person, property or other animal.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-118. - Exotic animals.

Owners or keepers of exotic animals as property or pets shall register them with the animal control officer. No fee will be charged for the registration. Owners are not exempt from this chapter with the exception of rabies vaccinations.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-119. - Citations and penalties for violations.

The animal control officer and law enforcement officers are empowered to issue civil citations to any person if there is probable cause to believe that such person has violated any ordinance listed in this section that does not have specific penalties listed:

1. Citations issued shall be served in person upon the violator when feasible.
2. Citations shall describe the violation with reasonable particularity and shall state the time period within which the alleged violator shall make payment of the fine and shall specifically warn that failure to pay such fine shall result in an additional civil action.
3. If payment is not received within the time limits specified in the citation or if other equitable settlement has not otherwise been made, the animal control officer may institute civil action in the appropriate division of the general courts of justice for recovery of the penalties prescribed by these rules.
4. Each day of violation of any of these rules shall constitute a separate offense.
5. This article is not intended to prevent any enforcement action regarding existing North Carolina General Statute.
6. Penalties:

Sec. 5-83(a) — (d) Animals running at large ..... $50.00

Sec. 5-84 Restrain of vicious animal ..... 250.00

Sec. 5-85 Failure to wear required orange collar ..... 250.00

Sec. 5-86 Failure to mark a dangerous/potentially dangerous dog ..... 250.00
Sec. 5-87 Luring, enticing, seizing, molesting or teasing animals .... 50.00

Sec. 5-88(a), (b) Failure to vaccinate animals .... 50.00

Sec. 5-89 Cruelty .... 100.00

Sec. 5-90 Abandonment per animal .... 100.00

Sec. 5-91 Care of animals .... 100.00

Sec. 5-92 Dog fighting .... 100.00

Sec. 5-93 Cock fighting .... 100.00

Sec. 5-112 Interference with enforcement .... 100.00

Sec. 5-113 Public nuisance:

(a) First violation .... 25.00

(b) Second violation .... 50.00

(c) Third violation .... 75.00

(d) Fourth and subsequent violations .... 200.00

Sec. 5-114(a) Failure to notify officials of animal bite .... 50.00

Sec 5-114(b) Failure to confine or give up for confinement an animal that has bitten .... 500.00

Sec 5-114(h) Unlawful killing or releasing of certain animals .... 500.00

Sec. 5-117 Dangerous or potentially dangerous dogs failure to comply with restrictions .... 500.00

Sec. 5-118 Failure to register exotic animals .... 25.00

(Ord. No. 1998-13, 2-17-98)

Sec. 5-120. - [Conflict.]

All ordinances, or the parts of ordinances in conflict with this article, are hereby replaced to the extent of such conflict.

(Ord. No. 1998-13, 2-17-98)

Sec. 5-121. - [Effective date.]

This article shall be effective upon adoption by the City of Salisbury from and after its passage.

(Ord. No. 1998-13, 2-17-98)
AN AGREEMENT BETWEEN ROWAN COUNTY, HEREIN AFTER THE COUNTY; AND THE CITY OF SALISBURY, HEREINAFTER THE CITY; FOR THE CONSOLIDATION OF ANIMAL CONTROL SERVICES

WHEREAS, the City Council of Salisbury requests the Rowan County Animal Control program to assume responsibility of all animal control issues in the City of Salisbury;

WHEREAS, the County has direct operation of the Rowan County Animal Shelter and has the capability and a shared interest in offering Animal Control Services, outline in this agreement, with the City.

1. The County and City hereby agree as follows:
   a. The City will designate the Rowan County Animal Shelter as its "Office of Animal Control", hereinafter referred to as OAC or the Shelter.
   b. The County is authorized to hire an Animal Control Officer(s) (ACO) to respond to emergency and routine animal control service calls within the City. The County agrees to hire and employ the City of Salisbury's existing animal control officer for the duration of the contract contingent upon satisfactory performance.
   c. County and City personnel will work together to develop a single set of animal control regulations that apply across the city and county; and, that will be adopted by both the Salisbury City Council and the Rowan County Commissioners.

2. The County Agrees to:
   a. Provide 24/7 coverage with at least one Animal Control Officer (ACO) available to provide animal control services for the County and the City during hours outside of the normal working hours of 8 am to 5 pm Monday-Friday. During the off hours, including weekends and Holidays, the ACO will respond to emergency animal control issues only. Emergency issues include the protection of the health and safety of the public and the life and health of animals. Animal protection issues include: responding to potentially rabid animals, managing injured animals, or securing dangerous/potentially dangerous animals.
   b. Allow ACOs to provide first aid treatment and/or take animals requiring care to a veterinarian clinic according to County policy. When immediate veterinary care is not needed, in the judgment of the ACO, an animal may be taken to the Shelter. Sick or injured animals will be handled according to the Shelter operating policy.
   c. Allow the County, in its discretion, to bear the cost of emergency care and Shelter costs for animals that do not appear to have an owner or keeper, or where the owner or keeper can be identified, charge the owner or keeper with the cost of emergency care and Shelter costs of the animals consistent with the Shelter operating policy.
   d. Allows County employees or their designees to contact at a time which is reasonable under the circumstances in each situation, the owner or keeper of each animal involved in an emergency requiring the assistance of the ACO.
   e. Require the ACO to cooperate with City Public Safety and/or City Officers that are on the scene of an animal related emergency.
   f. Provide a quarterly report listing the number and types of calls handled by County ACOs from service request within the City. These reports will be forwarded to the Chief of the City Police Department.

3. The City Agrees to:
   a. Provide the current ACO truck and necessary animal control equipment to the County with the title transferred to the County for insurance, maintenance and
replacement purposes thereafter. City agrees to pay for half the costs of a new ACO truck up to $15,000 during FY2011-2012, at which time the current ACO truck will reach the end of its estimated useful life.

b. Reimburse the County $15,000 per quarter for a total of $60,000 for FY 2009-10. These funds will pay for the ACO position that will be required to assume Animal Control services for the City during FY 09-10.

c. Reimburse the County $7,500 per quarter for a total of $30,000 for FY 2010-11 for the ACO position that will be required to assume Animal Control services for the city during FY 2010-11. The County will assume full financial support of the City funded ACO position in FY 2011-12 and thereafter.

d. Allow the City Police to work with County ACOs, when necessary, for animal control safety issues in the City.

4. This Agreement will be in effect July 1, 2009.

In witness whereof, the parties hereto cause this Agreement to be executed in their respective names on this the 5th day of May 2009 by:

Carl Ford, Chairman Rowan County Board of Commissioners

Susan Kluttz, Salisbury Mayor

Gary Page, Rowan County Manager

David Treme, Salisbury City Manager

Jay Dees, Rowan County Attorney

F. Rivers Lawther, Jr. Salisbury City Attorney

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

Finance Director City of Salisbury

Finance Director Rowan County

Barbara Andrews, Chair Rowan County Board of Health
• Public Street Festival and Special Event Application
• Coordination with Public Services and Police Departments
• Specialty Market Business License

Mr. Morris noted that the BBQ Festival portion of the event will be held in the parking area on Depot Street and Gateway Park. He added that the Art Festival portion of the event will be held at the Gateway Building parking lot.

Mr. Morris also reviewed recommendations for future events:

• Public Information Campaign
• Staff training and “single portal” application process
• Consider adopting a fee to capture actual costs
• “Pre-certify” festival venues to accommodate events based on estimated attendance.

Mr. Morris indicated staff has found that some of the requirements for Street Festivals require quite a bit of staff time and expense and that a fee is proposed to help offset some of these costs. He noted that staff is still trying to determine the recommended amount for the fee. He noted that staff will continue to work on these recommendations and bring information back to Council at a later date.

Councilman Lewis stated that he appreciates the work done to develop this process.

Councilman Burgin suggested staff process several more permits in order to determine an accurate rate for the fee before the fee is established.

(c) Animal Control

Mr. Doug Paris, Assistant to City Manager, updated Council regarding a proposal to combine City and County Animal Control operations. He stated that the Rowan County Board of Health recently passed a Resolution to allow the City of Salisbury and Rowan County to consolidate their Animal Control departments. He noted that the plan is still being developed and more information will be brought back to Council. Mr. Paris clarified that both the City Council and the Board of Commissioners will have to approve the consolidation.

Councilman Burgin asked if the consolidation of City and County services will affect the Dangerous Dog Appeal Board. Mr. Treme indicated that the consolidation could possibly eliminate the Dangerous Dog Appeal Board.

(d) Airport Development Zone

Mr. Doug Paris, Assistant to City Manager, informed Council that during the Rowan County Board of Commissioners meeting, Commissioner Chad Mitchell
CONSENT AGENDA

(a) Approval of Minutes

Approve Minutes of the Regular meeting of April 21, 2009.

Thereupon, Mr. Kennedy made a motion to approve the Consent Agenda as submitted. Mr. Woodson seconded the motion. Messrs. Burgin, Kennedy, Lewis, Woodson, and Ms. Klutz voted AYE. (5-0)

AGREEMENT – ANIMAL CONTROL SERVICES

Deputy Chief Rory Collins stated that last year he was asked to explore the feasibility of combining the Rowan County and City of Salisbury Animal Control Services and noted that this was also a goal of the Rowan County Board of Health. He pointed out that the City currently uses the County Animal Shelter by taking approximately 50 animals to the shelter each month.

Deputy Chief Collins stated that staff from the City and County met to discuss the possible merger and a draft agreement was developed. He reviewed the highlights of the agreement and noted that with Council’s approval, the agreement will become effective July 1, 2009:

- Salisbury will receive animal control coverage 24 hours a day, 7 days a week
- Rowan County will hire the City’s existing Animal Control Officer
- City will turn over its animal control truck and associated equipment to Rowan County
  - Truck has 2 years of service remaining
  - City will pay Rowan County to help replace the animal control truck
    - 2009-2010 – $60,000
    - 2010-2011 – $30,000
    - 2011-2012 – $15,000
    - After final payment, County will assume financial responsibility for the animal control service

Deputy Chief Collins pointed out that Rowan County currently has five full time animal control officers and this agreement will increase the number to six which will provide better coverage for City residents. He stated that the agreement was unanimously approved by the Rowan County Board of Commissioners May 4, 2009.

Councilman Kennedy asked if the Police Department will still investigate if there is a dog attack in the City. Deputy Chief Collins responded that the animal control officer will answer the call, but under the agreement, City police officers will continue to provide assistance when needed.
Thereupon, Mr. Woodson made a motion to authorize the Mayor and City Manager to execute an agreement with Rowan County regarding the consolidation of the Animal Control Services. Mr. Burgin seconded the motion. Messrs. Burgin, Kennedy, Lewis, Woodson, and Ms. Kluttz voted AYE. (5-0)

ECONOMIC DEVELOPMENT INCENTIVE GRANT

(a) Mr. Robert Van Geons, Director of the Economic Development Commission (EDC), introduced Ms. Nancy Lee, Director of Henkel Facility and Ms. Diane Greene, EDC Vice-Chairman. Mr. Van Geons stated that the proposed incentives for the Henkel Facility Project were approved by the Rowan County Board of Commissioners May 4, 2009 and he is now seeking City Council’s approval. He pointed out that the EDC has worked closely with the State of North Carolina and Duke Energy on this project. He noted that this is a competitive project and he appreciates City Council’s consideration adding that with State support he hopes to have a win-win scenario.

Ms. Lee reviewed the history of Henkel Corporation which is located at 485 Cedar Springs Road:

- 1965 – Proctor Chemical Company of Salisbury purchased the 500 acre tract to house a $6 million per year business of organic specialty chemicals
- 1969 – National Starch and Chemical acquired Proctor Chemical and expanded product offerings from textile coatings into cosmetics, pharmaceuticals and ultimately electronic and industrial adhesives
- 2008 – AkzoNobel acquired National Starch in January. In April, they divided the site reselling 53 acres with the electronics and pressure-swing adsorption (PSA) businesses to Henkel Corporation

Ms. Lee reviewed an aerial map of the Cedar Springs site and offered insight to the Henkel Corporation:

- Worldwide Corporation
  - Present in 125 countries
  - Employees 53,300
  - Yearly sales 13,074 million Euros
- Regional Business Units Specialize in Adhesive Technology
  - Industrial Adhesives – currently existing
  - Semiconductor Assembly – currently existing
  - Electronics Assembly – proposed expansion

Ms. Lee stated that the Adhesive Technologies Electronics Division concentrates on an adhesive used in circuit board assembly. She reviewed the Salisbury Adhesive Electronics Project:
### Salisbury City Council Agenda Item Request Form

**Please Select Submission Category:** □ Public □ Council □ Manager □ Staff

**Requested Council Meeting Date:** September 4, 2018

**Name of Group(s) or Individual(s) Making Request:** Fire Chief Parnell

**Name of Presenter(s):** Lane Bailey

**Requested Agenda Item:** Fire Department Fire Prevention and Safety Grant award

**Description of Requested Agenda Item:**

On March 16, 2018, the Fire Department Loss Prevention and Investigations Division applied for FEMA’s 2017 Fire Prevention and Safety Grant. The grant would enable the department to implement an Arson Task Force comprised of highly trained and educated personnel, supplied with state of the art equipment, enabling the LPI Division to aggressively investigate the origin and causes of all fires, explosions and major hazardous materials incidents occurring within the City of Salisbury. On Monday August 27, the department-received notification from the Department of Homeland Security of our grant award for $73,363. As a condition of this award, we are required to contribute a five percent cost match of $3,493 and the Federal share is $69,780 of the approved total project.

**Attachments:** □ Yes □ No

**Fiscal Note:** (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

**Action Requested of Council for Agenda Item:** For informational purposes. Please note if item includes an ordinance, resolution or petition

**Contact Information for Group or Individual:** Fire Chief Parnell

**Consent Agenda** (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

**Regular Agenda** (item to be discussed and possibly voted on by Council) This will be included under the City Manager's report.

**FINANCE DEPARTMENT INFORMATION:**

_________________________________  __________________________________
Finance Manager Signature     Department Head Signature

_________________________________
Budget Manager Signature
All agenda items must be submitted at least 7 days before the requested Council meeting date

For Use in Mayor’s Office Only

☐ Approved  ☐ Declined

Reason:
Salisbury City Council
Agenda Item Request Form

Please Select Submission Category:  □ Public  □ Council  □ Manager  ✔ Staff

Requested Council Meeting Date:  September 4, 2018

Name of Group(s) or Individual(s) Making Request:  Downtown Salisbury, Inc.

Name of Presenter(s):  Announcement

Requested Agenda Item:  Downtown Salisbury Brewbury Fest and Crawl

Description of Requested Agenda Item:  Downtown Salisbury, Inc. will host the first Downtown Salisbury Brew Fest and Crawl on Friday, September 14, 2018 from 5:00-9:00 pm and Saturday, September 15, 2018 from 3:00-8:00 pm. This two day, ticketed event will celebrate the art of craft beer, allowing patrons to experience local and regional craft breweries in a multitude of ways. For detailed information, please visit www.downtownsalisburync.com or call (704) 637-7814.

Attachments:  □ Yes  ✔ No

Fiscal Note:  (If fiscal note requires approval by finance department because item exceeds $100,000 or is related to grant funds, please fill out signature blocks for finance at bottom of form and provide supporting documents)

Action Requested of Council for Agenda Item:  (Please note if item includes an ordinance, resolution or petition)

Contact Information for Group or Individual:
Larissa Harper
704-638-5239

☐ Consent Agenda (item requires no discussion and will be voted on by Council or removed from the consent agenda to the regular agenda)

✔ Regular Agenda (item to be discussed and possibly voted on by Council)

FINANCE DEPARTMENT INFORMATION:

_________________________________  __________________________
Finance Manager Signature          Department Head Signature

_________________________________
Budget Manager Signature

****All agenda items must be submitted at least 7 days before the requested Council meeting date****

For Use in Mayor’s Office Only

□  Approved  □  Declined

Reason: