Caldwell County
North Carolina
Board of Commissioners Meeting

April 8, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

Call to Order ***Chairman Randy T. Church***

Public Comment Period

Invocation ***Senior Pastor, David Brown, North Catawba Baptist Church***

Pledge of Allegiance ***Commissioner, Robbie Wilkie***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Proclamation *Anna Martin*	National Public Health Month
2.	Proclamation *Kim Arnett*	Child Abuse Prevention Month
3.	Proclamation *Leslie Griffin*	Local Library Week 2024
4.	Resolution *Dino DiBernardi*	Supporting the Reclassification of Telecommunicators
5.	Proclamation *Dino DiBernardi*	2024 Telecommunicators Week
6.	Resolution *Dino DiBernardi*	Conveyance of Surplus Property to Nonprofit Organization
7.	Budget Revisions *Dino DiBernardi*	Forestry Service Truck Upfitting
8.	Items for Decision *Shelley Stevens*	RA-20 to GB Rezoning Request
9.	Public Hearing *Donald Duncan*	Ordinance Revisions and Adoption

Consent

10.	Items for Decision	Approval of Application Submission for BJA Adult Court Grant
11.	Items for Decision	Approval of Grant Submission for 2024 SAMHSA Outpatient Treatment Program

12.	Items for Decision	Approval of Submission for DPS MAT Grant Local Sheriffs
13.	Items for Decision	Approval of Grant Submission for Operation Underground Railroad Grant
14.	Items for Decision	Approval for Submission of the North Carolina Department of Natural and Cultural Resources (DNCR) America 250 North Carolina Local Grants County Committees Application
15.	Budget Revisions	Budget Revision - Town of Gamewell Sewer Funds
16.	Budget Revisions	Replacement of Wrecked Patrol Vehicle
17.	Budget Revisions	Health Department Public Health Services Grant Funding
18.	Budget Revisions	Health Department Food and Lodging Grant
19.	Budget Revisions	Caldwell County Schools Lottery Funding Flow Through
20.	Items for Decision	Approval of Legal Contract for County Attorney
21.	Budget Revisions	Legal Fees for Contract Services
22.	Budget Revisions	DSS Donated Funds
23.	Items for Decision	Reappointment of Dr. Jeff Church to the Planning Board
24.	Items for Decision	Appointment of Suzanne Kymer to the Council on Aging
25.	Items for Decision	Amity Creek Fireworks Application
26.	Items for Decision	Town of Sawmills Fireworks Application
27.	Items for Decision	Letter of Support for VAYA Health
28.	Items for Decision	Approval of Minutes from March 11, 2024, Meeting

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Health	Anna Martin

AGENDA ITEM # 1

National Public Health Month

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Proclamation 03-2024 Public Health Month

PROCLAMATION

03 - 2024

PUBLIC HEALTH RESOLUTION

WHEREAS, the goal of National Public Health Month in April 2024 is to recognize the contributions of public health in improving the health of the people in Caldwell County; and

WHEREAS, from 2019 to 2021, the life expectancy at birth for the population of the United States declined by 2.7 years, which is the biggest two-year decline in life expectancy since 1921-1923; and

WHEREAS, many of the leading causes of death for individuals in the United States result from chronic conditions, which are among the most common, costly and preventable of all health challenges; and

WHEREAS, 49,449 people died by suicide in 2022, with firearms being used in over 50 percent of suicides; and

WHEREAS, an estimated 1 in 7 children in the United States experienced child abuse and neglect in the past year; and

WHEREAS, significant progress has been made in reducing the infant mortality rate in the United States to a historic low of 5.4 infant deaths per 1,000 live births in 2021; and

WHEREAS, an estimated 60 percent of maternal deaths in the United States are preventable; and

WHEREAS, there was an estimated increase of nearly 15 percent drug overdose deaths in 2021; and

WHEREAS, cigarette smoking is the leading cause of preventable disease and death in the United States; and

WHEREAS, e-cigarettes have been the most used tobacco product among youth since 2014; and

WHEREAS, vaccination is one of the most significant public health achievements in history and has resulted in substantial decreases in the number of cases, hospitalizations, and deaths associated with vaccine-preventable diseases; and

WHEREAS, public health professionals help communities prevent, prepare for, mitigate, and recover from the impact of a full range of health threats, including disease outbreaks, natural disasters, such as wildfires, flooding, and severe storms; and other disasters; and

WHEREAS, public health professionals collaborate with partners outside of the health sector, including city planners, transportation officials, education officials, and private sector businesses, recognizing that other sectors can influence health outcomes; and

Resolved, the Caldwell County Commissioners—

- Supports the goals and ideals of National Public Health Month;
- Recognizes the role of public health in preventing and responding to infectious disease outbreaks; mitigating short-term and long-term impacts of infectious disease outbreaks on the health and wellness of individuals in Caldwell County;
- Addressing social and other determinants of health, including health disparities experienced by minority populations

NOW, THEREFORE, BE IT PROCLAIMED that the Caldwell County Board of Commissioners hereby proclaim April 2024 as Public Health Month and call upon the people of Caldwell County to observe this month by helping our families, friends, neighbors, co-workers, and leaders to better understand the value of public health and supporting great opportunities to adopt preventive lifestyle habits.

Adopted this the 8th day of April 2024.

_____
Randy T. Church, Chairman

Attest: _____
Abigail Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	Kim Arnett

AGENDA ITEM # 2

Child Abuse Prevention Month

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Proclamation 02-2024 for Child Abuse Prevention

PROCLAMATION

02 - 2024

CHILD ABUSE PREVENTION MONTH
APRIL 2024

WHEREAS, we recognize that children are vital to our county, state and nation's future success, prosperity and quality of life, as well as, being our most vulnerable assets;

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

WHEREAS, Caldwell County, received 1631 reports of child abuse and neglect and investigated reports involving 1401 children in 2023;

WHEREAS, children who experience abuse and neglect have higher rates of academic failure, chronic long-term health issues and increased propensity to violence, if gone untreated;

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human services agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Caldwell County does herby proclaim April 2024 as Child Abuse Prevention Month, and calls upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support children and families, thereby preventing child abuse and strengthening the community in which we live.

Adopted this the 8th day of April 2024.

_____	_____
Randy T. Church, Chairman	Donnie Potter
_____	_____
Mike LaBrose, Vice Chairman	Robbie Wilkie
_____	Attest: _____
Jeff Branch	Abby Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Public Library	Leslie Griffin

AGENDA ITEM # 3

Local Library Week 2024

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Proclamation 05-2024 for Local Library Week 2024

PROCLAMATION

05-2024

NATIONAL LIBRARY WEEK 2024

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey; and

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of any criteria except behavior, and without discrimination; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow; and

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations; and

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the rights to education, literacy, to choose and to read, and promote the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; and

NOW, THEREFORE, be it resolved that the Caldwell County Board of Commissioners proclaim National Library Week, April 7-13, 2024. During this week, the Board encourages all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Adopted this the 8th day of April, 2024.

_____
Randy T. Church, Chairman

Attest: _____
Abigail Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	Dino DiBernardi

AGENDA ITEM # 4

Supporting the Reclassification of Telecommunicators

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Request for Resolution - Telecommunications
2. Resolution 04-2024 Support of Telecommunicators

CALDWELL COUNTY
EMERGENCY SERVICES
P.O. Box 2200 • Lenoir, NC 28645
Ronald D. Rombs Jr, Communications Manager

"A Legacy of Service and Dedication"

Request for Resolution

As the new 911 Director for Caldwell County, showing support and appreciation to my telecommunicators is paramount to building a strong team going forward as we prepare to take the future steps of building a new 911 center as well as begin the process for consolidation of Caldwell, Lenoir and possibly Alexander Counties. One of the major issues facing the telecommunications community currently is that the Office of Management and Budget's Standards Occupational Classification (SOC) catalog classifies telecommunicators as "Office and Administrative Support." It is my request that the Caldwell County Board of Commissioners would consider signing and passing a resolution in support of reclassifying Caldwell County telecommunicators to "Protective Service Occupations" or First Responders, as a 911 telecommunicator is the First, First Responder. This would be a great first step in joining other agencies across the state and nation to push telecommunications to resources and funding that they typically wouldn't have access to. Attached below is an example of the requested resolution.

Thank you for your time and consideration,

Ronald D. Rombs Jr

Communications Division Chief/Communications Manager

RESOLUTION

04-2023

RESOLUTION
RESOLUTION SUPPORTING THE RECLASSIFICATION OF CALDWELL COUNTY 911 EMERGENCY TELECOMMUNICATORS

WHEREAS, in September of 2021, U.S. Representatives Norma J. Torres and Brian Fiztpatrick announce their 9-1-1 SAVES Act passed the House as part of the Fiscal Year 2022 National Defense Authorization Act. The 9-1-1 SAVES Act is a bipartisan legislation to reclassify 911 telecommunicators from "Office and Administrative Support" to "Protective Service Occupations" in the Office of Management and Budget's Stand Occupational Classification (SOC) catalog, and

WHEREAS, 911 telecommunicators are the first line of response during an emergency, and they deserve to be classified in a way that recognizes their work is on par with the work of other public servants classified as first responders, and

WHEREAS, Former Senator Richard Burr introduced the reclassification bill in the Senate, where it remained, and

WHEREAS, 911 telecommunicators are working with elected officials to re-introduce this legislation with the next Congress, and local support will assist this effort, and

WHEREAS, the Caldwell County Board of Commissioners are in support of such a legislative change.

NOW, THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners that the Caldwell County Commissioners are in support of bipartisan legislation to reclassify 911 telecommunicators from "Office and Administrative Support" to "Protective Service Occupations" in the Office of Management and Budget's Standards Occupational Classification (SOC) catalog.

Adopted this the 8th day of April 2024.

_____

Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

_____

Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Emergency Services	Dino DiBernardi

AGENDA ITEM # 5

2024 Telecommunicators Week

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Proclamation 04-2024 Telecommunicators Week 2024

PROCLAMATION

04 - 2024

National Public Safety Telecommunicators Week
April 14-20, 2024

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Caldwell County Emergency Communications Center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Caldwell County Emergency Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

THEREFORE, BE IT PROCLAIMED that the Board of Commissioners of Caldwell County declares the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in Caldwell County, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this ___ day of _____, 2024

Chairman of Board of Commissioners _____

Caldwell County, North Carolina

_____
Randy T. Church, Chairman

Attest: _____
Abigail Rich, County Clerk

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	Dino DiBernardi

AGENDA ITEM # 6

Conveyance of Surplus Property to Nonprofit Organization

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution 03-2024 Conveyance of Surplus Vehicle to Little River

RESOLUTION

03-2023

RESOLUTION APPROVING CONVEYANCE OF PROPERTY TO A NONPROFIT ORGANIZATION PURSUANT TO G.S. 160A-279

WHEREAS, the Caldwell County owns personal property in the form of an automobile

A) 2002, Chevrolet Tahoe, VIN # 1GNEK13Z72J318301 NCTAG CEK-4466

WHEREAS, this vehicle is currently not in service, transferred from Caldwell County Sheriff's office to the RESTART Division of Emergency Services, it is not marked and has no emergency lighting or warning systems, and in excess of 133,987 miles on the odometer; and

WHEREAS, North Carolina General Statute §160A-279 authorizes a county to convey real or personal property by private sale to a nonprofit corporation if the city or county is authorized by law to appropriate money to the corporation; and

WHEREAS, Caldwell County agrees to convey these personal properties for the sum of $1.00 each to A) Little River Volunteer Fire Department, for the intended public use of this property in the service of all Caldwell County citizens; and

WHEREAS, if these personal property items are to be sold or otherwise disposed of, all proceeds are remitted back to Caldwell County, or the vehicle may be returned and disposed of by the County.

NOW THEREFORE, THE BOARD OF COMMISSONERS RESOLVE THAT:

1) The County Manager is authorized to execute all documents necessary to convey title to aforementioned personal property, with the caveat that any proceeds generated from sale be returned.
2) The County clerk shall publish a notice summarizing the contents of this resolution.

Adopted this the 8th, day of April 2024.

_____
Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

_____
Kevin Richards, Fire Chief
Little River Fire Department

ATTEST:

_____
Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Emergency Services	Dino DiBernardi

AGENDA ITEM # 7

Forestry Service Truck Upfitting

BACKGROUND

This budget revision provides funding to the Forestry Service to allow them to finish the upfit on a new brush truck.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Fund Balance Appropriation

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Forestry Service Truck

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This revision provides funding for the Forestry Service to allow them to finish equipping a new truck provided by the state.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balance App	I	$	39,000.00	10.6571.469303.5004	Forestry Service	I	$	39,000.00
Total				**39,000.00**	**Total**				**39,000.00**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			03/26/24		

North Carolina Department of Agriculture and Consumer Services

N.C. Forest Service

Steven W. Troxler
Commissioner

Caldwell County Office
1543 Wilkesboro Boulevard
Lenoir, North Carolina 28645-4734
Phone: 828-757-5612
Fax: 828-757-5614

Gregory M. Hicks
Assistant Commissioner

Caldwell County Commissioners and County Manager Duncan,

The North Carolina Forest Service, District 2 Caldwell County Ranger's office, is asking for your consideration in the assistance of funding a new County Ranger vehicle, A type 6 engine.

In last year 2023, the Caldwell County Rangers Office responded to 201 calls county wide. That response amount is also the highest number of calls in all of Region 3, which includes 31 of the western counties in North Carolina. The Caldwell County Ranger's office responsibilities include Wildfire Prevention and Safety, Prescribed Fire and Debris Burning, Forest Management and above all else Fire Control. Our Ranger's office also assists the U.S. Forest Service on federally owned land as well in Caldwell County. Fire Control on private property is our main focus as there are well over 450sq miles of land in Caldwell County alone. That amount of land puts us sitting 48th out of the 100 counties in NC for land mass.

The emergency firefighter program employs many community members and firefighters throughout our county, during our two fire seasons which include a spring and fall season. Last year our emergency firefighters worked a total of 1,740.5-man hours and paid out more than $28,000. Caldwell county had 201 calls for 105.8 acers last year 2023, which is approximately 1.05 acers for each fire. In turn we are catching wildfires in the county at a small size due to the quality of equipment we have. This truck and what we have requested to outfit it, will help us better serve the citizens and those that visit Caldwell County.

The State of North Carolina, in cooperation with Caldwell County, purchased a 2023 Ford F-350 truck during this fiscal year. However, the truck was not delivered to us completed and ready for service. For the vehicle to be complete, the truck needs the following items: Emergency lighting, radios and its accessories, a skid unit which includes a pump, tank, motor, and all the proper fittings, a winch, and finally the NC Forest Service logo on the driver and passenger doors. This is an additional cost of $39,000.00 in order to get the truck operational for emergency calls. This 2023 Ford F-350 will be replacing the current 2012 Ford F-350. The 2012 Ford F-350 is now 12 years old and has 135,000 miles on it. At the rate the calls are growing and with us about to enter Spring Fire Season, pushing and running the current truck puts us at risk of low to no response time if the truck happens to need maintenance and/or parts to replace, as it is 12 years old.

The Caldwell County Ranger's office would like to extend a thank you to the County, the Commissioners, and the County Manger Donald Duncan for their continued support of the North Carolina Forest Service.

If you have any further questions, please feel free to contact the Caldwell County Ranger's office.

Respectfully submitted by,

Jason Noble
Caldwell County Ranger

Harley Andrews
Caldwell County Assistant Ranger

Type 6 Engine Price List - 2024 (Caldwell)

Item Description	Quantity	Unit Cost	Total	Remarks/Vendor	comments
Slip On Unit					
Fire Supperssion Skid Unit	1	$17,000.00	$17,000.00	Wildland Warehouse, includes shipping	200 gal. tank, pump, & all fittings
Interior					
Console	1	$967.82	$1,005.10		
Radio (BK)	1	$3,300.00	$3,300.00		
Radio (Motorola) Mobile	1	$9,000.00	$9,000.00		
Motorola in car charger	1	$450.00	$450.00		
Magnetic mic holder	2	$29.00	$58.00		Plus tax
Weather Tec floor mats	1	$233.90	$233.90		
Viking 1,000 Peak AMP Jump box	1	$89.00	$89.00		Plus tax
Radio Portible	1	$4,400.00	$4,400.00		
Exterior					
Light bar w/ siren & strobe lights	1	$960.00	$960.00		
LED strip light for tool box	1	$22.50	$22.50		
ROM R0300034 34" COMP. LIGHT	1	$55.00	$55.00		
LED bumper lights / UnderBody Lights	4	$49.00	$196.00		
LED backup lights	2	$36.50	$73.00		
Misc. bolts, caulk, etc.	1	$100.00	$100.00	Misc. vendors	
Trailer light Plug	1	$30.74	$30.74		
Spring Kits	1	$550.00	$550.00		
ROM R0300027.5 27.5" COMP. LIGHT	4	$90.00	$360.00		
ROM R0300034 34" COMP. LIGHT	1	$113.00	$113.00		
Badlaod Apex 12,000 LB. Winch	1	$600.00	$600.00		
EcoHitch Hidden Front Mount Trailer Hitch	1	$375.64	$375.64		
		Total	$38,971.88		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Planning	Shelley Stevens

AGENDA ITEM # 8

RA-20 to GB Rezoning Request

BACKGROUND

Applicant: Derrick W Dollar (owner of Hogwild Barbecue, LLC)

Property Owners: Hogwild Barbecue, LLC

NCPIN: 2755036304

Location: Adjacent (east) Connelly Springs Rd and south of Dry Ponds Rd, in southwestern Caldwell County

Site Conditions: forested field; in Watershed Protected Area of the county

Acreage: 5.022 acres (according to GIS)

Zoning: Residential Agricultural (RA-20)

Elevation: 1,175’ (per GIS)

Surrounding Zoning: GB (General Business) to the north, and northwest; and R-20 (Low-Density Residential) to the west; RA-20 (Residential-Agricultural) to the east and south

Request: Rezoning from RA-20 to GB

Request

Derrick Dollar is requesting a rezoning from residential-agricultural zoning to general business, according to the application submitted. This site is located on a 5.022-acre lot off Connelly Springs Rd.

When a rezoning hearing occurs, it is not regarding a particular use itself, it is regarding the property and all potential future uses allowed within the proposed district (in this case, General-Business).

The assessment of reasonableness and potential impact of a proposed rezoning is for that district rather than a particular use within the district, per state law.

Staff Comments

The site is located in an area identified in the Comprehensive Plan's Future Land Use Map with a Commercial land use designation. This designation suggests rezonings to General-Business are appropriate for this area.

There is no Special Flood Hazard Area on the parcel.

Staff reviewed the rezoning application's consistency with the following:

- The Caldwell County Comprehensive Plan
- Caldwell County Zoning Ordinance
- Caldwell County Watershed Ordinance
- Reasonableness and public health, safety and general welfare

The Planning Board reviewed the application materials against their copies of the Comprehensive Plan, Zoning Ordinance, and Watershed Ordinance and decided if they would like to recommend the rezoning based on consistency with these documents and on the effect the rezoning might have on public health, safety and welfare.

There has been no evidence presented to Planning Staff or Planning Board that this rezoning request would negatively impact the health, safety or welfare of the community.

RECOMMENDED MOTION

Planning Board Recommendation: Approval of consistency and reasonableness statement [GS 160D-605 (a-b)] followed by approval of map amendment (rezoning).

Consistency and Reasonableness Statement:

Approval of this request is reasonable and in the public interest because the amendment is consistent with the County's Comprehensive Plan which contains a future land use map that aligns with the request by suggesting General-Business zoning for this area (via the Commercial Corridor Node).

There is no evidence that the rezoning would negatively impact the surrounding neighborhood and adjacent properties, and it can promote public health, safety and welfare by allowing a retailer or other business to provide goods or services to the public.

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Connelly Springs Rd - RA-20 to GB Rezoning App

BUILDING INS
D S/W STE B
OIR, NC 2864
(828)42[illegible]-8418

SALE

Store: 4053
REF#: 00000010
Batch #: 308 RRN: 401720498471
01/17/24 15:42:48
Trans ID: 464017745687567
APPR CODE: 185229
VISA Chip
**********9603 **/**

AMOUNT $650.00

APPROVED
X
DOLLAR/ DERRICK

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

I AGREE TO PAY ABOVE TOTAL AMOUNT
IN ACCORDANCE WITH CARD ISSUER'S
AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
RETAIN THIS COPY FOR STATEMENT
VERIFICATION

THANK YOU

MERCHANT COPY

Caldwell County

Official Rezoning - Amendment Application

NFORMATION

Derrick W. Dollar (Hogwild BBQ)

2757 Connelly Springs Rd.
Falls, N.C. 28630

uired 08-05-20

y (Address or Description) Beside Dollar General
om Tri-County Marina

Property Identification Number (PIN #; obtained from the land records department)
2755036304

DESCRIPTION OF PROPERTY

Size (Sq. Ft./Acres) 5.022 Street Frontage (Ft.) 562

Current Land Use VACCANT

Surrounding Land Use:
North Dollar General
South VACANT
East Cementary (think he meant west)
West VACCANT + Tri County Marine Prop. LLC

Names and addresses of all adjacent property owners (including those across any streets:

north Dollar General – TArget Investment 7812 Cloverdale Dr.
NC PIN 2755036769 Waxhaw N.C. 28173

west/across st Tri County Marine Prop. LLC – 1203 Premier Rd
NC PIN 2755031880 Granite Falls, NC 28630

east Sunnyside Real Estate LLC – 1422 E Main St, Lincolnton, NC 28092 ? mailing
NC PIN 2755114623

west/across St Baton Baptist Church – 1115 Apple Ln, Granite Falls, NC 28630
NC PIN 2755032560

west/across St Steve Kalicharan – 15 Blue Mtn Pl, Georgetown, Ontario, Can L7G4S4
Divina Laderas NC PIN 2755020907

Caldwell County

Official Rezoning - Amendment Application

OWNERSHIP INFORMATION

Property Owner Derrick W. Dollar (Hogwild BBQ)

Owner's Address 2757 Connelly Springs Rd. Granite Falls, N.C. 28630

Date Property Acquired 08-05-20

Deed Reference

Location of Property (Address or Description) Beside Dollar General Across from Tri-County Marina

Property Identification Number (PIN #; obtained from the land records department) 2755036304

DESCRIPTION OF PROPERTY

Size (Sq. Ft./(Acres)) 5.022 Street Frontage (Ft.) 562

Current Land Use VACCANT

Surrounding Land Use:
North Dollar General
South VACANT
East Cementary (think he meant west)
West VACCANT + Tri County Marine Prop. LLC

Names and addresses of all adjacent property owners (including those across any streets:

North Dollar General – Target Investment 7812 Cloverdale Dr. Waxhaw N.C. 28173
NC PIN 2755036769

West/across st Tri County Marine Prop. LLC – 1203 Premier Rd Granite Falls, NC 28630
NC PIN 2755031880

east Sunnyside Real Estate LLC – 1422 E Main St, Lincolnton, NC 28092 ? mailing
NC PIN 2755114623

west/across st Baton Baptist Church – 1115 Apple Ln, Granite Falls, NC 28630
NC PIN 2755032560

west/across st Steve Kalicharan – 15 Blue Mtn Pl, Georgetown, Ontario, Can L7G4S4
Divina Laderas NC PIN 2755020907

South - Raymond Dollar - PO Box 662, Rutherford College, NC 28671
NC PIN 2755026746

ZONING REQUEST

Existing Zoning RA20 Requested Zoning General Business Commercial

Purpose of Zoning Change: Build Storage buildings

Application Filing Date 01-17-24

Application must be completed in full and returned with the $650.00 application fee to the Planning Department at least thirty (30) days prior to the regularly scheduled public meeting for the purpose of zoning amendments. No application will be considered until all required information is submitted.

CERTIFICATION: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

I the applicant understand that as part of the application process it will be necessary for the Planning Department to come on or near my property. Any code violations found therein will be dealt with accordingly as part of the process.

Name of Agent

Derrick W. Dollar
Name of Petitioner (s)

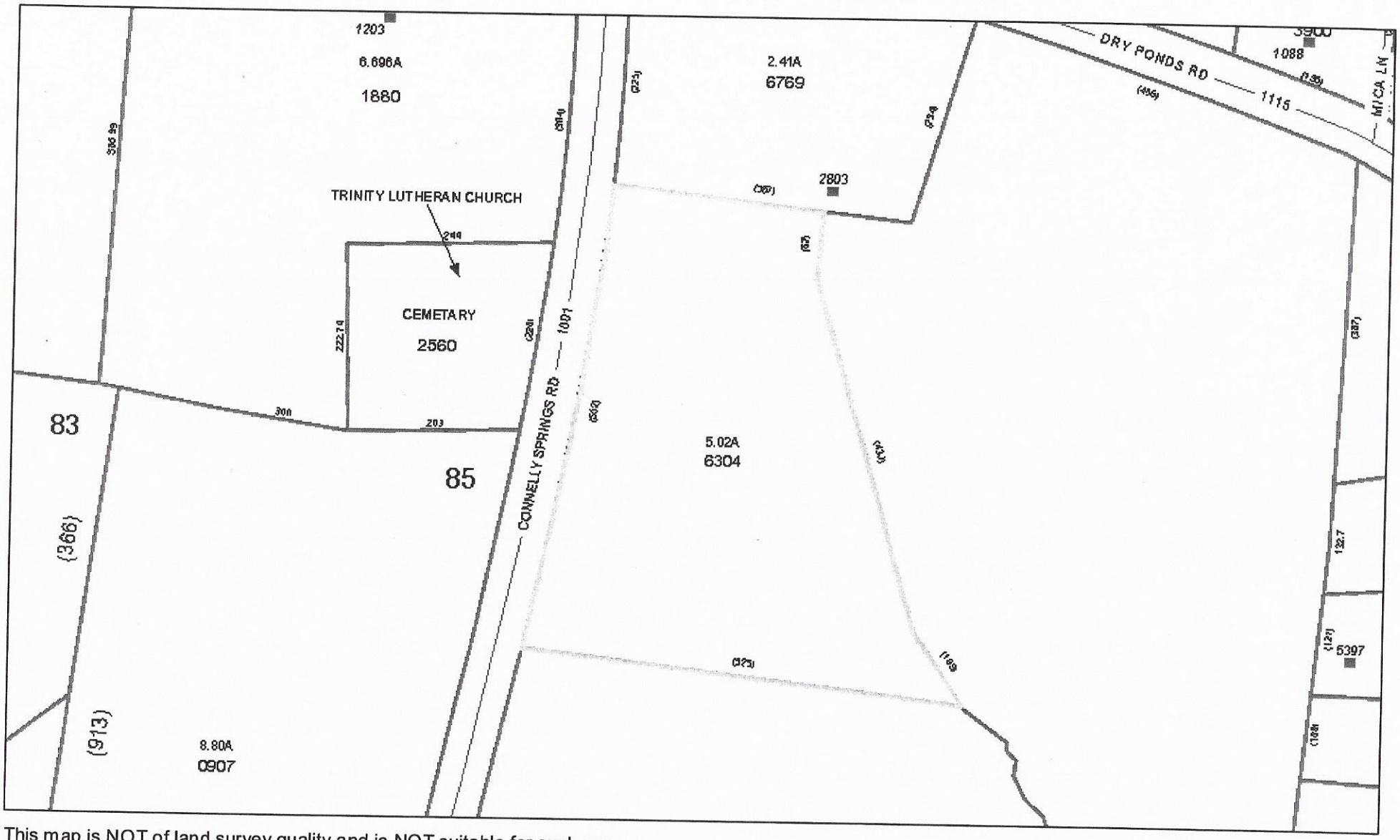
Agent's Address

2257 Connelly Springs Rd.
Granite Falls, N.C. 28630
Address of Petitioner (s)

Telephone Number

828-217-2476
Telephone Number

Derrick W. Dollar
Signature of Property Owner



This map is NOT of land survey quality and is NOT suitable for such use.

Owner	HOGWILD BARBECUE LLC
	2757 CONNELLY SPRINGS RD Granite Falls, NC 28630
Acct Number	169324
Parcel ID	11 57 1 1F
NCPIN	2755036304

Deferred Val	$0
Assessed Val	$52,200
Calc Acreage	5.022
Land Units	5.02 (AC)
Legal Desc	BK 1995 PG 631 YR 20 ST 140.00
Plat Ref	00036/00145
Property Addr	0

08/05/20

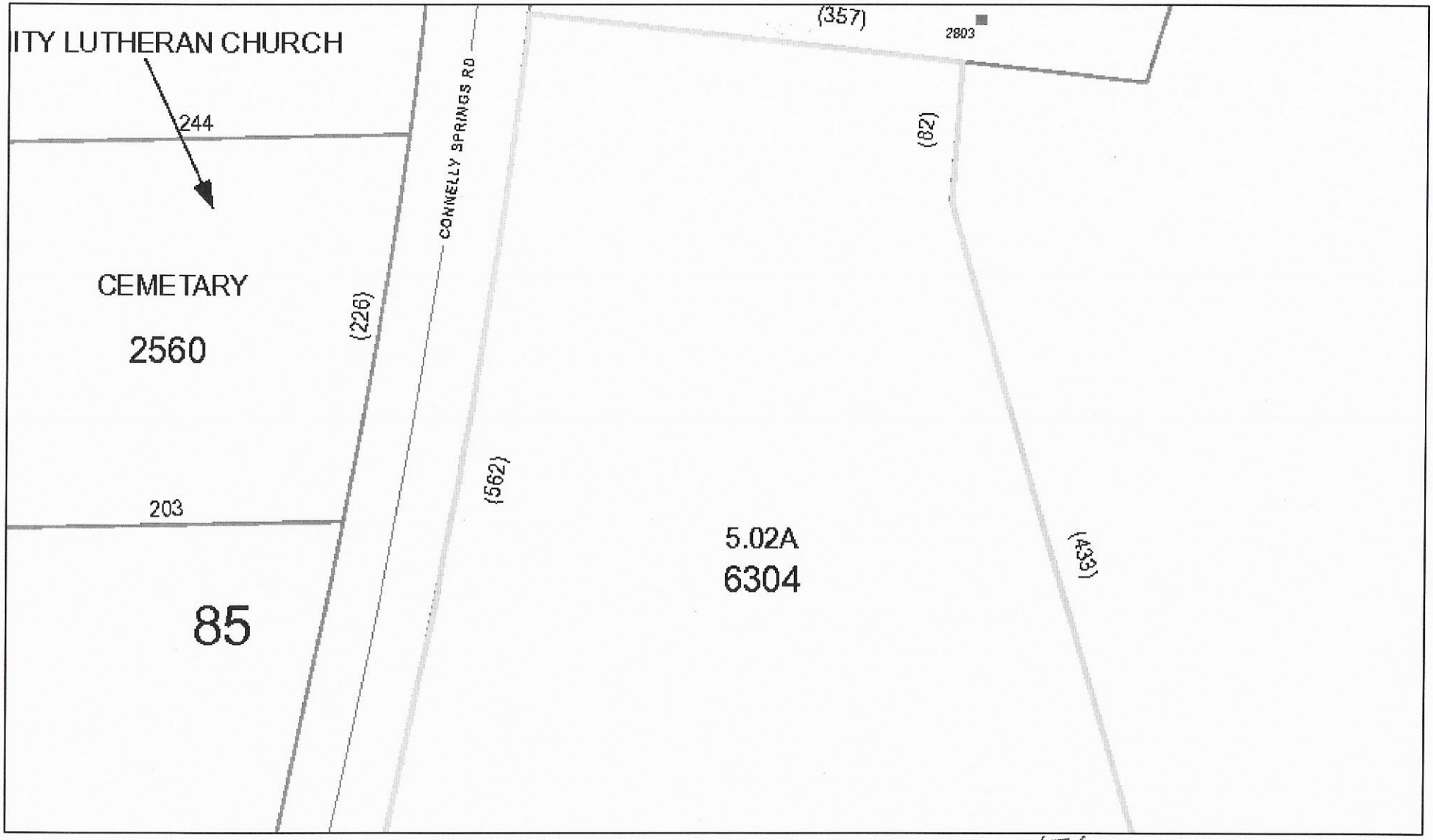
Caldwell County

1:1,956

0 0.015 0.03 0.06 mi

0 0.025 0.05 0.1 km

January 17, 2024



This map is NOT of land survey quality and is NOT suitable for such use.

828 217 2476

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Caldwell County

1:978

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

January 17, 2024

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	Donald Duncan

AGENDA ITEM # 9

Ordinance Revisions and Adoption

BACKGROUND

These Ordinances have been revised and require a vote for adoption by the Board. This is the first reading of two.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Alcoholic Beverages on County Property Prohibited Ordinance
2. Begging or Soliciting Prohibited Ordinance
3. Minimum Housing & Non-Residential Building Standards Ordinance
4. State of Emergency Ordinance
5. Animal Care and Enforcement Ordinance
6. Building Code Inspections Ordinance
7. Concealed Weapons on County Property Ordinance
8. Emergency Management Ordinance
9. Emergency Medical Services Ordinance
10. Fire and Life Safety Ordinance
11. Noise Regulations Ordinance
12. Racetracks and Drag Strips Ordinance
13. Public Water System Ordinance
14. Septage Collection, Transportation and Disposal Ordinance

CHAPTER ___ ALCOHOLIC BEVERAGES ON COUNTY PROPERTY PROHIBITED

SECTION 1. AUTHORITY

Pursuant to NCGS Chapter 153A Caldwell County hereby establishes this Ordinance.

SECTION 2. DEFINITIONS

Alcoholic Beverage means any beverage in liquid form which contains not less than one-half of 1% of alcohol by volume and is intended for human consumption including, but not limited to, wine, beer, and distilled spirits.

NCGS means the North Carolina General Statutes.

SECTION 3. CONSUMPTION OF ALCOHOLIC BEVERAGE IN COUNTY BUILDINGS

Consuming or possessing any Alcoholic Beverage on property owned or leased by the County is prohibited.

SECTION 2. PENALTY

Any person violating this Ordinance, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

CHAPTER ___ BEGGING OR SOLICITING PROHIBITED

SECTION 1. AUTHORITY

Pursuant to North Carolina General Statute 153A-126, Caldwell County hereby establishes this Ordinance.

SECTION 2. BEGGING, SOLICITING ON COUNTY PROPERTY PROHIBITED

It shall be unlawful for any person to beg, solicit or otherwise canvass the public for contributions for the private benefit of the solicitor or any other person or entity while upon the premises of any County owned or leased property, including the Courthouse and judicial buildings.

SECTION 3. PENALTY

Any person violating this Ordinance, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

CHAPTER ___ MINIMUM HOUSING AND NON-RESIDENTIAL BUILDING STANDARDS

SECTION 1. AUTHORITY

Pursuant to NCGS Chapter 160D, and other applicable law, Caldwell County hereby establishes these Ordinances.

SECTION 2. PURPOSE

(a) To establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as authorized by NCGS 160D-1205.

(b) The existence and occupation of dwellings unfit for human habitation are inimical to the welfare of, and dangerous and injurious to the health and safety of, the people of the County. A public necessity exists for the repair, closing or demolition of such dwellings, as allowed by NCGS 160D-1201.

(c) The County finds there exists within the County non-residential buildings and structures which fail to meet minimum standards of maintenance, sanitation, and safety, and which result in conditions dangerous and injurious to public health, safety, and welfare, and which may result in the need for repair, closing or demolition of such buildings pursuant to NCGS 160D-1129.

(d) Pursuant to NCGS 160D-1201, it is hereby found and declared there exists in the County dwellings unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, accumulations of garbage, trash and/or rubbish on the premises, or overgrowth adversely affecting the health, safety and/or well-being of the occupants, or other conditions rendering such dwellings unsafe or unsanitary, dangerous and detrimental to the health and welfare of the people of the County.

(e) The provisions of this Ordinance shall apply to all residential and non-residential Buildings and Structures within the County regardless of when constructed.

(f) To protect the health, safety, and welfare of the people of the County, this Chapter establishes minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by State Law.

SECTION 3. JURISDICTION

The provisions of this Ordinance are applicable to all places of human habitation within the planning jurisdiction of the County, as well as any portion of a planning jurisdiction of any municipality where an interlocal agreement is established in accordance with State Law, without regard to when they were constructed, altered, repaired, or improved.

SECTION 4. DEFINITIONS

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

Abandoned and/or Unsafe Structure means a non-residential Building or Structure which has not been occupied by authorized persons for at least six months and which persistently or repeatedly becomes unprotected or unsecured, or which has been occupied by unauthorized Persons, or which presents a danger of structural collapse, fire, disease, or a threat to people.

Accessory Dwelling Unit means a residential dwelling unit, but not a mobile home, located on the same lot as a single-family dwelling unit, either within the same building as the single-family dwelling unit or in a detached building. Secondary dwelling units shall be developed in accordance with the standards set forth in the NC Building Code for Residential Dwellings and only in those zoning districts where the use is listed.

Agent means any person, firm, or corporation, who is responsible for the management, maintenance, operation, renting, leasing, or sale of any property, who makes an application for or seeks a permit on behalf of the Owner of any property, or who in any other way represents the owner of the property in any case.

Alteration means a change in or rearrangement of structural components.

Apartment means a room or suite of rooms occupied, or which is intended or designed to be occupied as the home or residence of one individual, family, or household. See “Place of Habitation” and “Dwelling, Multi-family.”

Basement means a story of a Building which is partly or entirely below finish grade.

Board means the Caldwell County Board of Commissioners.

Building means any structure used or intended for supporting or sheltering any use or occupancy. The term Building shall be construed as if followed by the words “or part thereof.”

Close means secured in such a way unauthorized persons cannot enter the Building.

Condominium means a form of legal ownership of real property where owners each have individual interests in one or more private units, as well as common interest in the underlying real property and other common areas.

County means Caldwell County.

Crawl Space means an area under a floor or roof, giving access to wiring or plumbing.

Demolish means the demolition and removal of the entire Building leaving the property free and clear of any debris and without holes or pockets which may retain water.

Detached Single-Family Rental Development means any site, tract of land, and/or development with contiguous ownership upon which the purpose and/or design is for two or more single-family detached rental dwellings which are to be leased to the tenants by the property Owner.

Deteriorated means a Dwelling unfit for human habitation which can be repaired, altered, or improved to comply with all the minimum standards established by this Ordinance at a cost less than 50% of its value, as determined by findings of the Public Officer.

Dilapidated means a Dwelling unfit for human habitation which cannot be repaired, altered, or improved to comply with all the minimum standards established by this Ordinance at a cost less than 50% of its value as determined by findings of the Public Officer.

Dwelling means a building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed in addition, except it does not include any temporary dwelling or any manufactured home or mobile home, which is used solely for a seasonal vacation purpose. "Manufactured Home" or "Mobile Home" means a structure as defined in NCGS 143-145(7). A Recreational Vehicle (RV) shall not be considered a dwelling and, therefore, is not subject to the Minimum Housing Ordinance standards and inspections.

Dwelling Unit means a single unit providing completely independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Dwelling, Multi-Family Residential means all apartments, condominiums, townhouses, and/or detached single family rental developments. See also "Apartment," "Condominium," "Townhouse" and/or "Detached Single-Family Rental Development."

Egress means the clear and unobstructed way by which a Person may leave a building.

Extermination means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying fumigating, trapping, or by any other recognized and legal pest elimination methods approved by the housing inspector.

Garbage means the byproduct of animal or vegetable food matter resulting from the preparation, cooking, and consumption of food or other matter which is subject to decomposition, decay, or the generation of noxious or offensive gases or odors, or which during or after decay may serve as breeding or feeding material for flies, insects, or animals.

Habitable Room means a room or enclosed floor space occupied by one or more persons used or intended to be used for living, sleeping, cooking, or eating purposes. Bathrooms, water closet compartments, laundries, pantries, foyers, communicating corridors, closets, or storage spaces are not included.

Hearing Officer means the Public Officer.

Housing means the same as Dwelling.

Housing Appeals Board means the Caldwell County Housing Appeals Board.

Infestation means the presence within or around a place of habitation of any insect, rodents, or other pests in such a number as to constitute a menace to health, safety, or welfare of the occupants or the public.

Manufactured Home means a manufactured building designed to be used as a single-family dwelling unit which has been constructed and labeled indicating compliance with the HUD administered National Manufactured Housing Construction and Safety Standards Act of 1974, as amended. Also known as a Mobile Home.

Multi-Family Housing means a building or structure occupied or intended for occupancy as the home or residence of more than two families, living independently of each other, and doing their own cooking within their respective housing units.

NCGS means the North Carolina General Statutes.

Non-Residential Building means any agricultural, commercial, industrial, institutional, public, or other building not occupied as a dwelling, including hotels and motels.

Occupant means any Person living, sleeping, cooking, or eating in, or having actual possession of a place of habitation.

Operator means any Person who has charge, care, or control of a Building in which there are places of habitation.

Owner means any Person who, alone or jointly, or severally with others, has title to any dwelling or dwelling unit, with or without accompanying actual possession thereof or has the charge, care, or control of any dwelling or dwelling unit.

Parties of Interest means any Person having an interest of record in a place of habitation, including a Person who is in possession or control as an agent of the Owner, executor, administrator, trustee, and/or guardian of the estate of the Owner.

Person means any individual, corporation, firm, partnership, association, or other legal entity.

Place of Habitation means any Dwellings, dwelling unit, habitable room, multi-family dwelling, or any other structure used for human habitation, which is occupied under a lease or holds a legal tenancy.

Plumbing means a water supply system, sanitary and storm drainage system, vent system, fixtures, and traps, and includes their respective connections, devices, appliances, and appurtenances within the property lines of the premises.

Public Officer means an inspector of the County, or designee, authorized to exercise the powers prescribed in this Chapter.

Premises means a lot, plot, or parcel of land including the Buildings or Structures thereon.

Public Authority means any officer who oversees any department or branch of the

government of the County or in the State of North Carolina who oversees enforcement of standards relating to health, human services, fire, building regulations, or other activities concerning Dwelling in the County.

Public Space means the space within any place of habitation which is open to use by the public.

Refuse means all accumulations of solid waste consisting of, without limitation, garbage, household trash, or business trash as either defined herein or in the Caldwell County Solid Waste Management Chapter.

Removal means the demolition and removal of the entire structure, leaving the property free and clear of debris and without holes or pockets which may retain water.

Residential Building means any Building or Structure, which is used, or designed or intended to be used, for human habitation, including living, sleeping, cooking, and eating or any combination thereof.

Rooming House means any Dwelling, or part of any Dwelling, containing one or more rooming units, in which space is let by the Owner or operator to three or more people who are not members of the family of the Owner or operator.

Rubbish means combustible and noncombustible waste materials, except garbage. The term includes, but is not limited to, combustible material, wood, paper, rags, cartons, boxes, tires, mattresses, tree branches, yard trimmings, metals, glass, crockery, furniture, or appliances stored in the open which are not intended for outdoor use and including immobilized vehicles or parts thereof.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

Story means the portion of a Building included between the upper surface of any floor and the upper surface of the floor or roof next above.

Structure means something built or constructed, an edifice or Building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term Structure shall be construed as if followed by the words "or part thereof."

Substandard means any condition existing in any place of habitation which does not meet the standards of fitness of this Chapter.

Temporary Housing means any tent, trailer, or other structure which is designed to be transportable, is not attached to the ground, to another structure, or to any

utility system on the same premise.

Tenant means any Person who alone, or jointly, occupies a place of habitation under a lease or holds a legal tenancy in a Building.

Townhouse or Townhome means a residential Dwelling unit built immediately adjacent to another Dwelling with an intervening party wall, and with each Dwelling having an individual exterior entrance. Such structures may be situated on their own lot or have a condominium ownership structure.

Unfit for Human Habitation means the conditions existing in a place of habitation which violates or does not comply with one or more of the minimum standards of fitness, or with one or more of the responsibilities of Owners and Occupants established by this Chapter.

Vacant Industrial Warehouse means any Building or Structure designed for the storage of goods or equipment in connection with manufacturing processes, which has not been used for that purpose for at least one year and has not been converted to another use.

Vacant Manufacturing Facility means any Building or Structure previously used for the lawful production or manufacturing of goods, which has not been used for that purpose for at least one year and has not been converted to another use.

Ventilation means the movement of air by natural or mechanical means.

SECTION 5. CONFLICT WITH OTHER PROVISIONS

(a) This Chapter does not replace or modify requirements otherwise established by the NC Building Code, the County's Unified Development Ordinance, or any other applicable County ordinances for the construction, repair, alteration, or use of buildings, equipment, or facilities except as provided within this Chapter.

(b) In the event any provision, standard, or requirement of this Chapter is found to conflict with another provision of this or any other County ordinance, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of people shall apply.

SECTION 6. PUBLIC OFFICER

(a) The Director of the County Planning and Development Department is hereby designated the Public Officer to exercise the powers herein prescribed. The Public Officer shall have such powers as may be necessary to effectuate the purpose and provisions of this Chapter which include, but are not limited to, the following:

1. To take such an action alone or together with other appropriate

departments and agencies, public and private as may be necessary to effect rehabilitation or removal of buildings which are substandard and/or unfit.

2. To take such action alone or together with other appropriate departments or agencies, public and private, as may be necessary to eliminate vegetation over-growth, clear unauthorized dump sites, or correct other environmental conditions which are harmful to public well-being, and to prevent harboring of rodents, insects, and other similar pests.

3. To serve as hearing officer, administer oaths and affirmations, examine witnesses, and receive evidence.

4. To enter upon premises for the purpose of making examinations and inspections, provided such entries are made in accordance with this Chapter and State Law, and shall be made in such a manner as to cause the least possible inconvenience to the persons in possession.

5. To appoint and fix the duties of such Officers, agents, and employees as necessary to assist in carrying out the purposes of this Chapter and to delegate any functions and powers to such Officers, agents, and employees.

6. To determine when Buildings and accessory Structures are substandard and/or unfit for human habitation if the Public Officer finds, based on the requirements set forth in this Chapter, conditions exist in such Structures or accessory structures which are dangerous or injurious to the health, safety, or welfare of the public.

(b) Except as may otherwise be provided by State Law or County ordinance, no Public Officer, agent, or employee of the County charged with enforcement of the minimum housing and non-residential code shall be personally liable for any damage that may accrue to Persons or property because of any act required or permitted in the discharge of their duties under this Chapter. No Person who institutes or assists in the prosecution of a criminal proceeding under this Chapter shall be liable for damages unless they acted with malice and without reasonable grounds for believing the Person accused was guilty of an unlawful act or omission.

SECTION 7. HOUSING APPEALS BOARD

(a) In accordance with the authority granted under NCGS 160D-305, the Board hereby creates the Caldwell County Housing Appeals Board who shall hear all appeals of any final and binding order, requirement, or determination made by the Public Officer pursuant to this Chapter.

(b) The Board shall appoint 5 members to serve on the Housing Appeals Board. Members shall include the Sheriff, and 4 members who are County citizens.

SECTION 8. ADMINISTRATIVE LIABILITY

To the extent allowed by applicable law, no Public Officer, agent, or employee of the County, charged with the enforcement of this Chapter, shall be personally liable for any damage that may accrue to Persons or property, because of any act required or permitted in the discharge of duties under this Chapter.

SECTION 9. COMPLIANCE

(a) Places used for human habitation shall comply with all the minimum standards and requirements of this Chapter.

(b) All Owners, operators, and occupants shall comply with the requirements of this Chapter to maintain these standards.

(c) No Person shall occupy or allow occupancy of a place of habitation that violates this Chapter.

(d) The County shall not provide, nor permit another to provide, either public or private utility services such as water, gas, electricity, sewer, etc., to any dwelling unit becoming vacant until such dwelling unit has been inspected, brought into compliance with this Chapter and a valid certificate of occupancy, as required, has been issued. This requirement shall not preclude the temporary use of such utility services for alteration. The building official shall be responsible for making the determination as to when such temporary services may be necessary.

(e) No certificate of occupancy may be issued for any single-family or multi-family residential building on which construction is begun on or after January 1, 1978, until it has been certified as complaint with the minimum insulation standards, for residential construction, by the Code Official, as prescribed in the NC Building Code.

(f) It shall be unlawful for any Person to occupy, or allow another to occupy, or offer for rent, a dwelling or dwelling unit until a valid certificate of occupancy has been issued.

SECTION 10. RESPONSIBILITIES OF OWNERS AND OCCUPANTS

The general responsibilities of Owners and Occupants of places of habitation, including, but not limited to, the following:

(a) Owners shall be responsible for maintaining, in a reasonably clean and sanitary condition, the shared or public spaces of the place of habitation and premises. Occupants shall be responsible for maintaining, in a reasonably clean and sanitary condition, the part of the place of habitation and premises which they occupy and control.

(b) Occupants shall be responsible for the extermination of any insects, rodents, or other pests infesting the place of habitation; however, owners shall be responsible for extermination if the place of habitation is not reasonably impervious to pests.

(c) Occupants shall be responsible for disposing of refuse and/or garbage in a clean and sanitary manner by placing it in adequate facilities for such disposal.

(d) Owners shall be responsible for providing adequate, operable plumbing facilities, as required herein, including an adequate water heater, and maintaining such facilities in efficient operating condition. Occupants shall be responsible for exercising reasonable care in the use of such facilities and for maintaining them in a clean and sanitary condition.

(e) Owners shall be responsible for providing adequate and operable heating facilities and appliances, as required herein, and for maintaining them in efficient operating condition. Occupants shall be responsible for exercising reasonable care in the use of such facilities and appliances.

(f) Owners shall ensure the place of habitation remains closed and secured when not occupied.

(g) Occupants shall give Owners, agents, and/or employees access to any part of the place of habitation for the purpose of making repairs or alterations to bring the place of habitation into compliance with this Ordinance or any other lawful order.

(h) Owners shall ultimately be responsible for violations of this Ordinance, irrespective of any agreement between the Owner and the Occupants.

SECTION 11. STRUCTURAL STANDARDS

(a) Walls, floors, and roofs shall not have any rotted, deteriorated, or damaged supporting members that compromise structural integrity resulting in an unsafe condition.

(b) Foundations, foundation walls, piers, or other foundation supports shall not be deteriorated or damaged to a point that compromises supporting strength.

(c) Stairs, porches, and any appurtenance thereto shall be safe to use and capable of supporting a normal load.

(d) Every place of habitation shall be provided with adequate means for egress in the case of fire or panic.

(e) The roof, flashings, exterior walls, basement walls, floors, and all doors and windows exposed to the weather shall be constructed and maintained to be reasonably weatherproof and watertight.

(f) There shall be no chimney or parts thereof which are defective, deteriorated, or in danger of falling, or in such condition or location as to constitute a fire hazard.

(g) There shall be no use of exposed ground as a floor. Wood floors shall not be placed directly on exposed ground.

SECTION 12. BASIC EQUIPMENT AND FACILITIES STANDARDS

(a) Plumbing System

1. Each dwelling unit shall be connected to a potable water supply and public sewer, or an approved and permitted sewage disposal system.

2. All plumbing fixtures shall be maintained in operable condition.

3. Each dwelling unit shall contain a kitchen sink with an adequate supply of hot and cold water.

4. Each dwelling unit shall contain bathroom facilities to include a toilet, a sink, and a tub or shower with an adequate supply of hot and cold water. The tub or shower and toilet shall be in a room or rooms affording privacy to the user.

(b) Heating System

1. Each dwelling unit shall have a central or electric heating system or sufficient chimneys, flues, or gas vents with a heating appliance connected, to heat all habitable rooms to a minimum temperature of sixty-eight (68) degrees Fahrenheit measured three feet above the floor with an outside temperature of 20 degrees Fahrenheit.

2. Portable heaters are not acceptable as permanent heat sources.

(c) Electrical Systems

1. Every Dwelling unit shall be wired for electric lights and convenience receptacles.

2. All fixtures, receptacles, equipment, and wiring shall be safe and maintained in a state of good repair.

3. There shall be installed in every bathroom and laundry room at least one ceiling or wall electric light fixture.

4. Every public hall and stairway in multi-family dwellings shall always be adequately illuminated by electric lights when natural daylight is not sufficient.

5. Smoke alarms shall be provided which are operable and in good repair. The landlord is responsible to provide at least one carbon monoxide alarm when there exists an attached garage or fossil-fuel burning heater, fireplace, and/or appliance. Unless the landlord and tenant have a written agreement to the contrary, the landlord shall place new batteries in the alarms at the beginning of each tenancy and the tenant shall replace the batteries as needed during tenancy, except where the alarm is a tamper-resistant, 10-year lithium battery smoke alarm. The landlord is responsible to repair or replace alarms within fifteen days of receipt of written notification by the tenant of needed repair or replacement.

(d) Room Sizes

Every Dwelling unit shall contain at least the minimum room size in each habitable room as required by the NC Building Code at the time the Dwelling was constructed.

(e) Ventilation

1. Every habitable room and bathroom shall have a permanent means of air circulation or air exchange.

2. Except where provided by mechanical ventilation, every habitable room shall have an operable window, the size of which shall be not less than 8% of the floor area of the room.

3. Every bathroom shall comply with the light and ventilation requirements for habitable rooms, except that no window or skylight shall be required in adequately ventilated bathrooms and water closet rooms equipped with an approved ventilation system.

(f) Window Screens

When air conditioning is not provided, every door opening directly from a dwelling unit to an outdoor space shall have a screen door with a self-closing device. Every window opening to an outdoor space shall be supplied with screens.

(g) Infestation

1. Every occupant of a dwelling unit shall be responsible for the extermination

of any insects, rodents, or other pests therein or on the premises. Every occupant of a dwelling unit within a multi-family dwelling shall be responsible for such extermination whenever their dwelling unit is the only one infested.

2. Extermination shall be the responsibility of the Owner when infestation exists in one of the following circumstances:

   i. Infestation in two or more dwelling units in any multi-family dwelling; or

   ii. Infestation in the shared parts of any dwelling within a multi-family dwelling unit; or

   iii. When infestation is caused by the failure of the Owner to maintain a dwelling in a reasonably rodent and insect proof condition.

SECTION 13. RECEPTACLES AND CONTAINER REQUIREMENT

Every dwelling unit shall have an adequate and suitable receptacle or container with a lid in which garbage and household trash can be stored on a temporary basis per the Caldwell County Solid Waste Management Chapter.

SECTION 14. MOLD

Mold is not addressed under this Chapter.

SECTION 15. ENFORCEMENT – PRELIMINARY INVESTIGATION

(a) The Public Officer shall investigate a place of habitation and associated property, or a non-residential building or structure, when:

   1. A petition is filed with the Public Officer by a public authority or by at least five County residents who are at least 18 years of age in accordance with NCGS 160D-1203(2), or

   2. When it appears to the Public Officer upon inspection any place of habitation is in violation of this Ordinance.

   3. When it appears to the Public Officer any non-residential building or structure has not been properly maintained, which would jeopardize the safety or health of its occupants or members of the general public, for failure of the property to meet the minimum standards established by the Board.

(b) For conducting a preliminary investigation or inspection, the Public Officer, upon presentation of proper credentials, and being given permission, is hereby authorized to enter, examine, and survey at all reasonable hours, all places of habitation and the premises associated therewith.

(c) When permission to inspect a place of habitation or its premises, or a non-residential Building or Structure, is denied, the Public Officer may obtain an administrative warrant, or permission of the tenant.

SECTION 16. COMPLAINT AND NOTICE OF ADMINISTRATIVE HEARING

(a) If the Public Officer's preliminary investigation discloses violations of this Ordinance, they may issue a complaint and cause it to be served upon the property Owner and Parties of Interest in the place of habitation, or upon the Owner of, and Parties of Interest in, the non-residential Building or Structure.

(b) The complaint must state the basis for the charges and contain a notice that a hearing will be held before the Public Officer at a place stated in the notice, within the time required by State Law.

(c) Notice of the hearing for residential properties must also be given to at least one of the five or more people who signed the initial petition.

(d) The Owner or Party of Interest has the right to:

1. Correct the violation and notify the County to obtain approval; or

2. File an answer to the complaint, appear in person, and give testimony.

(e) Any Person may attend the hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be those controlling rules in a hearing before the Public Officer.

SECTION 17. ISSUANCE OF ORDER

(a) Generally

After the notice and hearing, the Public Officer shall issue a written determination which must include findings of fact supporting whether the place of habitation is unsafe or unfit for occupancy and whether it is deteriorated or dilapidated.

(b) Deterioration

1. If the Public Officer finds deterioration, they shall issue and cause to be served upon the Owner and Parties of Interest an order to repair, alter, and improve the place of habitation to comply with the standards of fitness established by this Ordinance within a specified period, not to exceed ninety days.

2. The order may require the Owner to vacate and close such a place of habitation while occupancy would present a significant threat of bodily harm.

3. The Public Officer may grant extensions of up to one hundred eighty days if good cause is shown.

(c) Dilapidation

1. If the Public Officer finds dilapidation, they shall issue and cause to be served upon the Owner and Parties of Interest an order to vacate and close the place of habitation.

2. The order shall require the place of habitation to be removed or demolished within a specified period, not to exceed ninety days.

3. The Public Officer may grant extensions of up to ninety days for good cause shown.

(d) If the Public Officer determines the non-residential building or structure has not been properly maintained, they shall state in writing findings of fact in support of the determination and issue and cause to be served upon the Owner the order. The order may require the Owner to take remedial action, within a reasonable time specified. The order may require the Owner to take remedial action within a specified time:

1. Repair, alter, or improve the non-residential Building or Structure to bring it into compliance; or

2. Vacate and close the non-residential Building or Structure for any use; or

3. Remove or demolish the non-residential Building or Structure if the cost of repair, alteration, or improvement of the Building or Structure exceeds fifty percent (50%) of its then-current value. If the non-residential Building or Structure is designated as a local historic landmark, listed in the National Register of Historic Places, or located in a locally designated historic district, pursuant to State Law, or in a historic district listed in the National Register of Historic Places, and the Board determines the non-residential Building or Structure is of individual significance or contributes to maintenance of the district's character, has not been condemned as unsafe, the order may require the non-residential Building or Structure be vacated and closed until it is brought into compliance.

SECTION 18. AFFORDABLE HOUSING PROVISION

(a) If the notice of order is for dilapidation, the notice of order shall be sent by first class mail to any organization involved in providing or restoring dwellings for affordable housing which has filed a written request for such notices, in accordance with State Law.

(b) A minimum period of forty-five days from the mailing of notices shall be given before the removal or demolition by action of the Public Officer, to allow the

opportunity for any organization to negotiate with the Owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing.

(c) The Public Officer shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud.

(d) Only an organization which has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the Public Officer to wait forty-five days before causing removal or demolition.

SECTION 19. FAILURE TO COMPLY WITH ORDER

(a) General Provisions

1. The duties of the Public Officer set forth in this ordinance, shall not be exercised until the Board has ordered the Public Officer to proceed to effectuate the purpose of this Chapter with respect to the particular property or properties the Public Officer has found to be unfit for human habitation.

2. The property or properties shall be described in the ordinance.

3. The ordinance shall be recorded in the Caldwell County Office of the Register of Deeds and indexed in the name of the property Owner in the grantor index.

(b) Repair, Closing and Posting

1. If the Owner fails to comply with an order to repair, alter, improve, or vacate and close the dwelling, then the Public Officer may cause the dwelling to be repaired, altered, improved, or vacated and close the dwelling.

2. The Public Officer may cause to be posted on the main entrance of any dwelling closed a placard with the following notice: “This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful.”

3. Any person, contractor, firm, or corporation who violates the provisions of this Chapter shall, upon conviction, be guilty of a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

4. Any Person occupying a non-residential building shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate

occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

5. If the Owner fails to comply with an order to remove or demolish the Dwelling, the Public Officer may cause such Dwelling to be removed or demolished.

6. No Ordinance shall be adopted to require demolition of a Dwelling until the Owner has first been given a reasonable opportunity to bring it into conformity with the standards of this Chapter.

(c) Abandonment of Intent to Repair

1. If the Dwelling has been vacated and closed for a period of one year pursuant to an ordinance adopted pursuant to this Chapter, or after the Public Officer issues an order or proceedings have commenced under the substandard housing regulations regarding a Dwelling to be repaired or vacated and closed as provided in this Chapter, pursuant to NCGS 160D-1203(6), the Board may find the following:

    i. The Owner has abandoned the intent and purpose to repair, alter, or improve the Dwelling to render it fit for human habitation; or

    ii. The continuation of the dwelling in its vacated and closed status would be harmful to the health, safety, and welfare of people of the County because the Dwelling could:

        A. Continue to deteriorate,

        B. Create a fire and safety hazard,

        C. Threat children and vagrants,

        D. Attract persons intent on illegal activities,

        E. Cause or contribute to blight and the deterioration of property values in the area, and

        F. Render unavailable property and dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing.

(d) Failure to Comply with Order for Non-Residential Buildings and Structures

1. If the Owner fails to comply with an order to repair, alter, or improve or to vacate and close the non-residential Building or Structure, the Board may adopt an ordinance ordering the Public Officer to proceed to effectuate the

purpose of this Chapter with respect to the particular property or properties that the Public Officer found to be jeopardizing the health or safety of its occupants or members of the general public. The property or properties shall be described in the ordinance. The ordinance shall be recorded in the Caldwell County Office of the Register of Deeds and shall be indexed in the name of the property Owner or Owners in the grantor index. Following adoption of an ordinance, the Public Officer may cause the building or structure to be repaired, altered, or improved or to be vacated and closed. The Public Officer may cause to be posted on the main entrance of any non-residential building or structure so closed a placard with the following notice: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful." Any Person who occupies or knowingly allows the occupancy of a Building or Structure so posted is guilty of a Class 3 misdemeanor.

2. Any Person violating a provision of this Chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

3. If the Owner fails to comply with an order to remove or demolish the non-residential Building or Structure, the Board may adopt an ordinance ordering the Public Officer to proceed to effectuate the purpose of this section with respect to the particular property or properties that the public officer found to be jeopardizing the health or safety of its occupants or members of the general public. No ordinance shall be adopted to require demolition of a non-residential building or structure until the Owner has first been given a reasonable opportunity to bring it into conformity with the minimum standards established by the Board. The property or properties shall be described in the ordinance. The ordinance shall be recorded in the Caldwell County Office of the Register of Deeds and shall be indexed in the name of the property Owner or Owners in the grantor index. Following adoption of an ordinance, the Public Officer may cause the Building or Structure to be removed or demolished.

4. In the case of a non-residential Building or Structure, if the Board adopted an ordinance or the Public Office issued an order requiring the building or structure to be repaired, or vacated and closed, and the Building or Structure has been vacated and closed for two years pursuant to the ordinance or order, the Board may make findings the Owner has abandoned the intent and purpose to repair, alter, or improve the Building or Structure and the continuation of the Building or Structure in its vacated and closed status would be harmful to the health, safety, and welfare of the

people of the County, in that it would continue to deteriorate, create a fire or safety hazard, threaten children and vagrants, attract persons intent on illegal activities, or cause or contribute to blight and the deterioration of property values in the area. Upon such findings, the Board may, after the expiration of the two-year period, enact an ordinance and serve such ordinance on the Owner, setting forth the following:

i. If the cost to repair the non-residential Building or Structure to bring it into compliance with the minimum standards is less than or equal to 50% of its then-current value, the ordinance shall require the Owner either repair or demolish and remove the Building or Structure within ninety days.

ii. If the cost to repair the non-residential Building or Structure to bring it into compliance with the minimum standards exceeds 50% of its then-current value, the ordinance shall require the Owner to demolish and remove the Building or Structure within ninety days.

5. In the case of vacant manufacturing facilities or vacant industrial warehouse facilities, the Building or Structure must have been vacated and closed pursuant to an order or ordinance for a period of five years before the Board. The ordinance must be recorded in the Caldwell County Office of the Register of Deeds and indexed in the name of the property Owner in the grantor index.

6. Then in such circumstances, the Board may, after the expiration of such one-year period, enact an ordinance and serve such ordinance on the Owner, setting forth the following:

i. If it is determined that the dwelling is deteriorated, the ordinance shall require that the Owner either repair or demolish and remove the Dwelling within 120 days.

ii. If it is determined that the dwelling is dilapidated, the ordinance shall require the Owner to demolish and remove the Dwelling within 120 days.

(e) Liens

1. The amount of the costs of repairs, alterations, improvements, vacating of, and closing, or removal or demolition by the County shall constitute a real property lien, upon which the cost was incurred. The real property lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in State Law.

2. If the Dwelling is removed or demolished by the County, the local government it shall sell the materials of the Dwelling, and any personal

property, fixtures, or appurtenances found in or attached to the Dwelling.

i. The proceeds of the sale will be credited against the cost of the removal or demolition, and any balance remaining shall be deposited in the Clerk of Court.

ii. It shall be secured in a manner directed by the Clerk of Court and shall be disbursed by the Clerk of Court to the Persons found to be entitled thereto by final order or decree of the Clerk of Court.

iii. If the County contracts for demolition, the contractor shall verify by affidavit the proceeds from the sale of any salvaged materials, including personal property, fixtures, or appurtenances, have been credited against the cost of demolition.

3. Nothing in this Chapter shall impair or limit in any way the authority of the County to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

(f) Civil Action

If any Owner or Occupant fails to comply with a lawful order to vacate a place of habitation, the County may file a civil action for summary ejectment to remove the occupant as authorized by State Law.

SECTION 20. METHOD OF SERVICE

(a) Complaints or orders issued by the Public Officer shall be served on Parties of Interest personally, or by certified mail, return receipt requested.

1. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed effectuated if the certified mail, return receipt requested, is unclaimed or refused, but the regular mail is not returned by the post office within ten days after mailing.

2. If regular mail is used, notice of the pending proceedings shall also be posted in a conspicuous place on the affected premises pursuant to State Law.

(b) If, after reasonable due diligence, the Public Officer cannot locate Persons to be served with notice, the Public Officer shall sign an affidavit to that affect and the complaint or order shall be published in a newspaper of general circulation within the County. Notice of the pending proceedings shall also be posted in a conspicuous place on the affected premises pursuant to State Law.

(c) Failure on the part of any Owner or Party of Interest to receive or have served upon them any complaint, notice, or order herein provided for shall not affect or invalidate the proceedings with respect to any other Owner or Party of

Interest, or any other person.

SECTION 21. APPEALS

(a) Generally

1. Any Owner or Party of Interest who has received an order under this Chapter may appeal to the Housing Appeals Board.

2. The appeal must be filed with the Public Officer and the Housing Appeals Board within ten days following service of the order. The notice of appeal must specify the grounds upon which the appeal is based.

3. Upon the filing of a notice of appeal, the Public Officer must provide the Housing Appeals Board with all documents constituting the record upon which the decision appealed from was made.

(b) Appeal of Decision

1. When an appeal is from a decision of the Public Officer refusing to allow a person to do any act, the decision shall remain in effect until modified or reversed.

2. When an appeal is from a decision of the Public Officer requiring a person to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Housing Appeals Board, unless the Public Officer certifies to the Housing Appeals Board a suspension of the requirement would cause imminent harm to life or property. In that case the requirement shall not be suspended except by a restraining order or injunction issued by a court of competent jurisdiction.

(c) The Housing Appeals Board

1. The Housing Appeals Board shall fix a reasonable time for hearing appeals, give notice to the parties, and shall render its decision within a reasonable time. Any party may appear themselves or be represented by an attorney.

2. The Housing Appeals Board may reverse, affirm, or modify the decision or order appealed.

3. The Housing Appeals Board shall have all the powers of the Public Officer. A vote of at least four members is necessary to reverse or modify any decision or order of the Public Officer.

4. Every appellate decision of the Housing Appeals Board shall be subject to review by proceedings in certiorari instituted in the Superior Court within fifteen days of the decision of the Housing Appeals Board, but not otherwise.

5. Within 30 days of the issuance of the Housing Appeal Board's decision, a Person with standing may apply to the Superior Court for relief.

SECTION 22. PENALTIES

(a) Generally

1. The remedies provided in this Section are cumulative and not exclusive. They may be independently pursued against the same person for any activity constituting a violation of this Chapter.

2. Nothing in this Chapter shall be constructed to impair or limit in any way the power of the County to define and declare nuisances, and to cause their removal or abatement by summary of proceedings or otherwise. The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies in any other ordinances or laws.

(b) Civil Penalties

1. In addition to any other penalty imposed by this Chapter, a violation may subject the Owner or Party of Interest to a penalty which shall be in accordance with the Board's Fee Schedule.

2. Any penalty must be paid at the Tax Department of the County.

3. Failure of the Owner or Party of Interest to issue payment within thirty days from the initial date of noncompliance may result in the County initiating an action for collection of the debt.

4. In addition to any other penalty imposed by this Ordinance, the County may seek any other legal remedy under the law.

(c) Criminal Penalties

1. In addition to any other penalty imposed by this Ordinance, an Owner or Party of Interest which occupies a residential building which has been posted preventing occupancy shall, upon conviction, be guilty of a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

2. In addition to any other penalty imposed by this Ordinance, an Owner or Party of Interest which occupies a non-residential building which has been posted preventing occupancy shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate

occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

(d) Injunction

1. In addition to an injunction, the Court may also enter an order of abatement directing specific action be taken to bring the property into compliance with this Chapter.

2. If the Owner or Party of Interest fails or refuses to comply, the County is authorized to carry out the Court's order including attaching a lien to the property for all costs associated with execution of the Order, including attorney's fees.

(e) Ejectment

1. If any occupant fails to comply with an order to vacate a non-residential Building or Structure, the County may file a civil action to remove the occupant. The action to vacate is in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties any person occupying the non-residential Building or Structure.

2. An action to remove an occupant of a non-residential Building or Structure who is a tenant of the Owner may not be in the nature of a summary ejectment proceeding unless the occupant was served with notice, at least thirty days before the filing of the summary ejectment proceeding, that the Board has ordered the Public Officer to proceed.

CHAPTER ___ STATE OF EMERGENCY

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 130A and 153A, and other appliable law, Caldwell County hereby establishes this Ordinance.

SECTION 2. DEFINITIONS

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

NCGS means the North Carolina General Statutes.

Person means any individual, corporation, firm, partnership, association, or other legal entity.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

SECTION 3. STATE OF EMERGENCY; RESTRICITON AUTHORIZED

(a) A State of Emergency shall be deemed to exist whenever the Chair of the Board makes a finding and declaration that an emergency exists. Emergency means (i) any man-made disaster including any condition following an attack by an enemy or foreign nation upon the United States, resulting in substantial damage to property or injury to persons, and may include the use of bombs, missiles, shell fire, or nuclear, radiological, chemical, or biological means or other weapons or by overt paramilitary actions; terrorism, foreign and domestic; cyber incidents; and any industrial, nuclear, or transportation accident, explosion, conflagration, power failure, resources shortage, or other condition such as sabotage, oil spills, and other injurious environmental contaminations that threaten or cause damage to property, human suffering, hardship, or loss of life; (ii) any natural disaster including any hurricane, tornado, storm, flood, high water, earthquake, drought, fire, communicable disease of public health threat, or other natural catastrophe resulting in damage, hardship, suffering or possible loss of life and (iii) otherwise defined in NCGS 166A-19.3(6) or other applicable statutes.

(b) In the event of an existing or threatened State of Emergency endangering the lives, safety, health and welfare of people within the County or any part thereof, or threatening damages to or destruction of property, the Chair of the Board is hereby authorized and empowered under NCGS 166A-19.22 and 166A-19.31

to make a finding of an Emergency and to issue a public declaration declaring to all persons the existence of a State of Emergency, and, in order to more effectively protect the lives and property of people within the County, to place in effect any or all of the restrictions hereinafter authorized.

Within 48 hours of the issuance of the State of Emergency declaration, the Chair shall contact each member of the Board and ensure they have been advised of the declaration. Upon request of any commissioner, if the declaration remains in effect, the Chair shall call an emergency meeting or a special meeting of the Board to discuss the reason for the issuance of the declaration, its provisions and expected duration.

(c) The Chair is hereby authorized and empowered to limit by the declaration the application of all or any part of such restrictions to any area specifically designated or described within the County and to specific hours of the day or night; and to exempt from all or any part of such restrictions, while acting in the line of and within the scope of their respective duties, law enforcement officers, firefighters and other public employees, rescue personnel, doctors, nurses, employees of hospitals and other medical facilities; on-duty military personnel, whether state or federal; on-duty employees of public utilities, public transportation companies and newspaper, magazine, radio broadcasting, and television broadcasting entities and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of people within the County.

SECTION 4. DECLARATION IMPOSING PROHIBITION AND RESTRICTIONS

(a) The Chair of the Board, by declaration, may impose the prohibitions and restrictions specified in Sections 5 through 10 of this Chapter in the manner described in those Sections. The Chair may impose as many of those specified prohibitions and restrictions necessary or appropriate, because of an emergency, to maintain an acceptable level of public order and services, and to protect lives, safety, and property. The Chair shall recite the findings in the declaration.

(b) The declaration shall be in writing. The Chair must take reasonable steps to give notice of the terms of the declaration to those affected by it, including the (i) posting of a signed copy of the declaration on the County website and (ii) submittal of notice and a signed copy of the declaration to the NC Department of Public Safety Web EOC critical incident management system. The Chair must send reports of the substance of the declaration to the mass communications media which serve the affected area. The Chair and Clerk to the Board shall retain a copy of the declaration and upon request, furnish certified copies of it.

SECTION 5. EVACUATION

The Chair may direct and compel the voluntary or mandatory evacuation of all or part of the population of the County; prescribe routes, modes of transportation, and destination in connection with evacuation; and control ingress and egress of an emergency area, the movement of persons within the area, and the occupancy of premises therein. Details of the evacuation may be set forth in the declaration or in a subsequent declaration which shall be publicized.

SECTION 6. CURFEW

The declaration may impose a curfew prohibiting, in certain areas and during certain periods, the appearance in public of anyone who is not a member of an exempted class. The declaration shall specify the geographical area or areas and the period during each 24-hour day to which the curfew applies. The Chair may exempt from some or all the curfew restrictions classes of people whose exemption the Chair finds necessary for the preservation of public health, safety, and welfare. The declaration shall state the exempted classes and the restrictions from which each is exempted.

SECTION 7. RESTRICTIONS ON POSSESSION, CONSUMPTION, OR TRANSFER OF ALCOHOLIC BEVERAGES

The declaration may prohibit the possession or consumption of any alcoholic beverage, including beer, wine, and spirituous liquor, other than on one's own premises, and may prohibit the transfer, transportation, sale, or purchase of any alcoholic beverage within the area of the County described in the declaration. The prohibition, if imposed, may apply to transfers of alcoholic beverages by employees of Alcoholic Beverage Control stores as well as by anyone else within the geographical area described.

SECTION 8. RESTRICTION ON POSSESSION, TRANSPORTATION, AND TRANSFER OF DANGEROUS WEAPONS AND SUBSTANCES

(a) The declaration may prohibit the transportation or possession, except on one's own premises, or the sale or purchase of any dangerous weapon or substance. The Chair may exempt from some or all, the restricted classes of people whose possession, transfer, or transportation of certain dangerous weapons or substances is necessary to the preservation of the public health, safety, and welfare. The declaration shall state the exempted classes and the restrictions.

(b) Dangerous weapon or substance means:

1. Any deadly weapon, ammunition, explosive, incendiary device, radioactive material, or device as defined in State Law,

gasoline, or other instrument or substance designed for a use that carries a threat of serious bodily injury or destruction of property.

2. Any other instrument or substance capable of being used to inflict serious bodily injury or destruction of property.

3. Any other illegal substance under State Law.

(c) Notwithstanding anything in this Chapter to the contrary, "dangerous weapon or substance" shall not be deemed to include "lawfully possessed firearms or ammunition." The term "firearm" shall have the same meaning as that term is used in NCGS 14-409.39(2): a handgun, a shotgun, or rifle which expels a projectile by action of an explosion. The term "handgun" shall have the same meaning as the term used in NCGS 14-409.39(3): a pistol, revolver, or other gun that has a short stock and is designed to be held and fired using a single hand.

(d) If imposed, the restrictions shall apply throughout the jurisdiction of the County, or such part thereof, as designated in the declaration.

SECTION 9. RESTRICTIONS ON ACCESS TO AREAS

(a) The declaration may prohibit obtaining access or attempting to obtain access to any area designated in the manner described in this Section, in violation of any order, clearly posted notice, or barricade indicating access is denied or restricted.

(b) Areas to which access is denied or restricted shall be designated by the Sheriff or subordinates or other law enforcement officer when directed in the declaration to do so by the Chair. When acting under this authority, the Sheriff or subordinates may restrict or deny access to any area, street, highway, or location within the County if the restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.

SECTION 10. PROHIBITION OR RESTRICTION ON MOVEMENT, OPERATION, OR ACTIVITIES

Depending on the type of emergency, the declaration may include restrictions or prohibitions on any or all the following:

(a) Movement of people in public places; and

(b) The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate; and

(c) Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives, within the area designated in the declaration or property during the State of Emergency.

SECTION 11. TERMINATION OR REMOVAL OF PROHIBITIONS AND RESTRICTIONS

By declaration, the Chair shall terminate the entire declaration of emergency or remove any of the prohibitions and restrictions when the emergency no longer requires them, or when directed to do so by the Board.

SECTION 12. SUPERSEDING AND AMENDATORY DECLARATION

The Chair has discretion to invoke the restrictions authorized by this Chapter in a separate declaration and may amend any declaration by means of a superseding declaration in accordance with the procedures set forth in this Chapter.

SECTION 13. TERRITORIAL APPLICATION

This Chapter applies throughout the County, outside of the municipalities except where a municipality's mayor or governing body has authorized the County to enforce this Chapter within the municipality.

SECTION 14. PENALTY

Any Person violating this Chapter, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisoned for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

SECTION 15. PERIODIC REVIEW

The Caldwell County Emergency Management Coordinator will review the State of Emergency Ordinance procedure on an annual basis; as well as perform an analysis of the procedure's effectiveness in an After-Action Report of a declared State of Emergency.

Chapter ___ ANIMAL CARE AND ENFORCEMENT

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 67, 130A, and 153A, and other applicable law, Caldwell County hereby establishes these Ordinances.

SECTION 2. PURPOSE

(a) Animal cruelty. To define and prohibit the abuse of animals.

(b) Rabies. To protect citizens and other animals from rabies transmitted by unconfined, uncontrolled, or unimmunized dogs, cats, ferrets, or other animals.

(c) Dangerous and potentially Dangerous Dogs. To regulate, restrict and/or prohibit the harboring of dogs which are dangerous or potentially dangerous to persons.

(d) Stray animals. To regulate, restrict or prohibit the keeping of any stray domestic animals.

(e) Animal nuisance. To regulate animals which may be a nuisance.

(f) Wild or exotic animals, poisonous reptiles, and dangerous animals. To regulate, restrict and/or prohibit the harboring or keeping or ownership of wild or exotic animals, poisonous reptiles, and dangerous animals.

(g) Animal bites. To establish rules and procedures for dealing with animal bites.

(h) Impoundment of animals. To regulate and establish procedures for the impoundment and confinement of animals.

(i) Redemption of impounded animals. To regulate and establish procedures for redeeming animals impounded in the County's Animal Shelter.

(j) Destruction of animals. To regulate and establish procedures for destroying diseased, stray, unwanted or unclaimed animals.

SECTION 3. DEFINITIONS

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

Adequate Environment means the provisions of a safe and sanitary environment for an animal which is free of debris, hazards, waste, and filth.

Adequate Food means provisions at suitable intervals, not to exceed 24 hours of a sufficient quantity of wholesome foodstuff suitable for the species and age to maintain a reasonable level of nutrition for the animal.

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

Adequate Water means constant access to a supply of clean, fresh, unfrozen, and potable water is provided in a sanitary manner.

Animal Enforcement Officer means Animal Control Officers as defined by State Law.

Animal Shelter means any premises designated by the County for the purpose of impounding and caring for all animals found running at large or otherwise subject to impounding in accordance with the provisions of this Chapter.

Appeal Board means the Dangerous Dog Appeal Board.

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

Board means the Caldwell County Board of Commissioners.

Breeder means any person or establishment which breeds animals for the purpose of resale to the public or dealers.

Cat means all domestic felines.

Cold Weather Shelter means a shelter which provides a secondary source of heat, with or without the inclusion of additional resources such as cedar shavings or straw, when the outside temperature is below 32 degrees Fahrenheit.

County means Caldwell County, North Carolina.

Dangerous Dog means any dog owned or harbored primarily, or in part, for the purpose of dog fighting, is trained for dog fighting, or has without provocation, killed or inflicted severe injury on a Person.

(a) This term includes, but is not limited to, any dog which either assaults, bites, attacks, or inflicts serious injury on a human being, without provocation on

public or private property, and/or has killed or injured a pet or domestic animal without provocation.

(b) Exceptions: No dog is dangerous pursuant to this definition if:

1. At the time the threat, injury, or damage was sustained, the person attacked was teasing, tormenting, abusing, or assaulting the dog; or was committing or attempting to commit a crime; or

2. The dog is used by a law enforcement officer to carry out the law enforcement officer's official duties.

3. The dog has attacked or injured a pet or domesticated animal in defense of an attack by another animal or is protecting or defending its young.

Dog means all domestic canines.

Domestic Animal means animals, such as dogs, cats, horses, sheep, cattle, goats, hogs, poultry, domesticated by man, to live and breed in a tame condition.

Exposed to Rabies means any person or animal which has bitten, been bitten by, or otherwise been exposed to the bodily fluids of any animal known or suspected to have been infected with rabies.

Hot Weather Shelter means an Adequate Shelter which shall be in a shaded area when the temperature exceeds 80 degrees Fahrenheit.

Inherently Dangerous Mammal means any live member of the Canidae, Felidae, or Ursidae families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans and which include:

(a) Canidae, including any member of the dog (canid) family not customarily domesticated by humans, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and a domestic dog, but not including domestic dogs (Canis familiaris);

(b) Felidae, including any member of the cat family weighing over 15 pounds not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (Felis catus); and

(c) Ursidae, including any member of the bear family, or any hybrids thereof.

Kennel means any Person or group of Persons engaged in boarding animals.

NCGS means the North Carolina General Statutes.

Neutered means any male animal that has been operated upon to prevent reproduction.

Nuisance means any act of an animal which annoys or disturbs rights and privileges common to the public or enjoyment of private property. The commission of a nuisance act on more than one occasion shall be evidence of a nuisance. A nuisance act includes, but is not limited to, the following:

(a) Turning garbage containers or removing garbage from a container.

(b) Damaging gardens, foliage or other real or personal property of another person.

(c) Defecating or urinating on property, other than the owners', without permission.

(d) Offensive odors of animals imminating from another property or are dangerous to public health.

(e) Continuously or frequently roaming or found on the property of another person.

(f) Not confined to a building or secure enclosure when in estrus.

(g) Diseased or dangerous to the health of the public.

(h) Loitering on school grounds or in a public recreation area.

(i) Chasing, harassing or otherwise molesting other animals, pedestrians, bicyclists, or vehicles.

Owner means any Person or group of Persons owning, keeping, having custody or control over, sheltering, feeding, harboring, or allowing an animal to remain on or about their property for more than 14 consecutive days. In the event the Owner of an animal is a minor, for purposes of this Chapter, the parent or guardian of the minor shall be considered the Owner of that animal. The Owner of an animal is responsible for the care, actions, and behavior of their animals.

Person means any individual, corporation, firm, partnership, association, or other legal entity.

Pet means a domesticated animal kept for pleasure rather than utility.

Potentially Dangerous Dog means a dog determined by the County to have:

(a) Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or

(b) Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or

(c) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

Restraint means a portion of land owned or occupied by an Owner, not including any portion of land accessible to the public as a right-of-way.

Restraint means an animal which is:

(a) Controlled by means of a chain, leash, or other like device.

(b) On or within a vehicle being driven or parked.

(c) Within a secure enclosure.

(d) Within the dwelling house of the Owner.

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

Spayed means any female animal that has been operated upon to prevent reproduction.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

Stray means any dog, cat, or ferret appearing to be stray, homeless, or unwanted, or is not displaying a valid rabies tag.

SECTION 4. ESTABLISHMENT OF THE OFFICE OF ANIMAL CONTROL

(a) The Department of Animal Care Enforcement is established to enforce this Chapter.

(b) Employees or agents enforcing this Chapter are designated as Animal Enforcement Officers. In the performance of their duties, Animal Enforcement Officers have all the powers, authority and immunity granted under this Chapter and State Law to enforce the provisions of this Chapter, and State Law, as they are related to the care, treatment, control or impounding of animals.

(c) Except as may be otherwise provided by State Law, local laws or ordinances, no officer, agent, or employee of the County charged with the duty of enforcing the provisions of this Chapter or other applicable laws shall be personally liable for any damage which may accrue to persons or property as a result of any act required or permitted in the discharge of those duties, unless acting with malice.

SECTION 5. GENERAL DUTIES OF THE OFFICE OF ANIMAL CARE ENFORCEMENT

(a) The Office of Animal Care Enforcement has the following responsibilities:

1. Enforcing all state laws, rules and regulations, and all County ordinances relating to the care, custody and control of domesticated dogs and cats.

2. Assisting in the enforcement of State Law regarding animals, including the vaccination of animals against rabies, and the confinement or controlling of dangerous animals and Dangerous Dogs.

3. Investigating allegations of animal cruelty or abuse.

4. Canvassing the County, including homes within the County, as deemed necessary, to confirm all animals are vaccinated against rabies, as required by local ordinance or State Law.

5. Operating in compliance with the policies of the Board and County Animal Shelter.

6. Keeping accurate and detailed records including:

    i. Impoundment and disposition of all animals coming into the County Animal Shelter.

    ii. Bite cases, violations and complaints, and related investigations of same.

iii. All County funds derived from the operation of the Animal Control Program.

iv. All rabies vaccinations administered within the County by veterinarians, Animal Care Enforcement staff and any certified rabies vaccinator appointed by the local Health Director.

v. All other records deemed necessary.

SECTION 6. ESTABLISHMENT OF A DANGEROUS DOG APPEAL BOARD

There is hereby created a The Dangerous Dog Appeal Board, hereby established, to serves as the official appellate body hearing all Dangerous Dog appeals pursuant to State Law. The Appeal Board convenes at the direction of the County Animal Care Enforcement Director or designee. The Appeal Board is composed of 5 members and 1 alternate appointed by the County Board of Public Health who serves 3-year staggered terms. The following criteria will be considered when appointing members to the Appeal Board:

(a) A person familiar with animals and experience working with them on a regular basis.

(b) A person active in animal welfare issues.

(c) A law enforcement officer.

(d) Two citizens at large.

SECTION 7. ENFORCEMENT IN MUNICIPALITIES

Animal Care Enforcement officers have no authority to enforce this Chapter within the boundaries of any municipality unless the governing body of the municipality adopts an authorizing resolution.

SECTION 8. DECEASED ANIMALS

(a) The Owner or person in charge of an animal which dies from any cause, and the Owner, lessee or person in charge of any land upon which any animals die, must bury the dead animal to a depth of at least 3 feet beneath the surface of the ground within 24 hours after the death of the animal is known, or otherwise dispose of the animal in a manner approved by the state veterinarian.

(b) It shall be unlawful for any Person to remove the carcasses of dead animals from their premises to the premises of another, without the written permission of the Person and without burying the animal in accordance with this Section.

(c) The Animal Care Enforcement Officer is not responsible for picking up any deceased animal from properties or roadways.

(d) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 9. ANIMAL CRUELTY

(a) It shall be unlawful for any Person to molest, tease, torture, torment, deprive of necessary sustenance, cruelly beat, mutilate, wound, injure, poison, abandon, kill or subject to conditions detrimental to the health or general welfare of any animal, or to cause or procure that action. The terms torture and torment include every act, omission, or neglect where unjustifiable physical pain, suffering or death is caused or permitted. Exceptions include:

1. The lawful taking of animals under the jurisdiction and regulations of the North Carolina Wildlife Resources Commission.

2. Lawful activities conducted for purposes of biomedical research or training or for purposes of production of livestock, poultry, or aquatic species.

3. Activities conducted for lawful veterinary purposes.

4. The lawful destruction of any animal by its Owner, veterinarian, Health Director, or Animal Care Enforcement Officer, for the purpose of protecting the public, other animals, property, or the public health.

(b) General care; prohibited acts. All animals shall be kept and treated in an Adequate Environment, and it shall be unlawful for any person to engage in any of the following:

1. Failure to provide Adequate Food, Adequate Water, and cold and hot weather shelter:

    i. All animals, unless otherwise indicated in this Chapter, shall be given at suitable intervals, not to exceed 24 hours, a quantity of wholesome

foodstuff in proper containers suitable for the age and species of the animal, and sufficient to maintain a healthy level of nutrition.

ii. All animals shall have access to a constant supply of clean, fresh water.

iii. All animals shall have Adequate Shelter from the weather.

iv. Examples of inadequate shelter include, but are not limited to, the following:

A. Underneath outside steps, decks, and stoops.

B. Underneath houses.

C. Inside or underneath motor vehicles.

D. Inside metal barrels.

E. Inside cardboard boxes.

F. Inside temporary animal carriers or crates.

G. Shelters situated in flood-prone areas.

H. Shelters surrounded by debris, obstructions, or impediments which may endanger an animal.

2. Failure by any Owner to keep an animal in good health and comfort, failure to provide veterinary care when needed to prevent suffering, and failure to provide humane care and treatment.

3. Examples of cruel treatment include, but are not limited to, the following:

i. Permitting a collar, rope, or chain to become embedded in, or cause injury, to an animal's neck.

ii. Permitting a choke or pinch collar to be used as a primary collar when an animal is left unsupervised.

iii. Permitting a dog, cat, or ferret to be tethered or contained in such a way as to prevent it from having Adequate Shelter.

iv. Intentionally permitting animals to engage in fighting.

v. Permitting animals to live in crowded or unsanitary conditions.

vi. Failure or refusal to obtain medical treatment for an animal when the need for treatment is apparent.

vii. Chaining or tethering an animal to a stationary object for a period or under conditions which are harmful or potentially harmful to the animal. Examples of improper chaining or tethering include, but are not limited to, the following:

A. Using length or weight of a chain or tether which is not appropriate for the size, weight, and age of the animal.

B. Using a chain or tether made of rope, twine, cord, or similar material.

C. Using a chain or tether less than 12 feet in length and/or without swivels on one end. All chains or tethers must be attached to the animal by a properly fitted harness or collar.

D. Allowing an animal to be chained or tethered which would prevent confinement to the owner's property, or which chain or tether could become entangled and prevent the animal from moving about freely, lying down comfortably, or having access to Adequate Food, Water and Shelter.

E. Using a chain as a primary collar. All collars used for the purpose of chaining or tethering animals must be made of nylon or leather.

viii. Selling or offering for sale, bartering or giving away within the County baby chicks, ducklings or other fowl under 6 weeks of age, or rabbits under 8 weeks of age, as pets, toys, premiums or novelties; provided, however, this Section shall not be construed to prohibit the sale or display of baby chicks, ducklings or other fowl or rabbits in proper facilities by breeders or stores engaged in the business of selling for purposes other than for pets or novelties.

ix. Coloring, dyeing, staining, or otherwise changing the natural color of baby chickens or other fowl or rabbits.

(c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 10. FEMALE IN ESTRUS (HEAT)

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

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 11. KEEPING OF INHERENTLY DANGEROUS MAMMALS

(a) Inherently Dangerous Animal means either an Inherently Dangerous Mammal or an Inherently Dangerous Reptile as defined in this Section.

(b) Inherently Dangerous Mammal means any live member of the Canidae, Felidae, or Ursidae families, including any hybrid thereof, which, due to its inherent nature, may be considered dangerous to humans and includes:

1. Canidae, means any member of the dog (Canid) family not customarily domesticated by people, or any hybrids thereof, but not including a domestic dog (Canis lupus familiaris) or wolf hybrids which are a cross between a wolf and a domestic dog;

2. Felidae, means any member of the cat family not customarily domesticated by people, and any hybrid thereof, but not including a domestic cat (Felis catus);

3. Ursidae, means any member of the bear family, and any hybrid thereof; and

4. Nonhuman primates and prosimians.

(c) Inherently Dangerous Reptile means any live member of the class reptilia which:

1. Is venomous, including, but not limited to, all members of the following families: Helodermidae, Viperidae, Crotalidae, Altractaspidae, Hydrophilidae and Elapidae;

2. Is a “rear fanged” snake of the family Colubridae known to be dangerous to humans, including, but not limited to, all members of the following families: Dispholidus typus, Thebtornis kirtlandii and Rhabdophis spp.; or

3. Is a member of the order Crocodilia.

(d) Inherently Dangerous Animal at Large means an Inherently Dangerous Animal permitted or allowed to be at large outside of the approved confinement or on other property, including the property of the owner, or within the premises of the owner in such manner as to endanger any person lawfully entering such premises.

(e) Harboring an Inherently Dangerous Animal means to allow an Inherently Dangerous Animal to remain, lodge, be fed, or to be given shelter or refuge within the person's home or any other premises in which the person resides or over which the person has control.

(f) The Harboring of an Inherently Dangerous Animal is prohibited unless a person harbored the Inherently Dangerous Animal prior to the effective date of the ordinance codified in this Chapter (Second date the board adopted this Chapter). No Inherently Dangerous Animals shall be permitted to be harbored within the county after the (Second date the board adopted this Chapter).

(g) The following are exempt from all provisions of this Chapter:

1. Any facility accredited by the Association of Zoos and Aquariums (AZA);

2. Any licensed or accredited research or medical institution;

3. Any licensed or accredited educational institution;

3. A veterinary clinic in possession of an inherently dangerous animal for treatment or rehabilitation purposes;

4. A traveling circus or carnival as long as the circus or carnival does not maintain a permanent location within the County and is in compliance with all state laws; and

5. A person temporarily transporting an Inherently Dangerous Animal through the County if the transit time is not more than 24 hours, and the animal is at all times maintained within a confinement sufficient to prevent the animal from being at large.

(h) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 12. CONFINEMENT AND PROCEDURE OF POTENTIALLY DANGEROUS DOGS

(a) The Owner of a dog deemed Potentially Dangerous by the Office of Animal Care Enforcement is notified in writing and provided with the reasons for the determination.

(b) The Owner must immediately confine the dog in a humane secure enclosure; and

(c) If no humane, secure enclosure is available at the Owner's residence, the dog shall be confined at the Animal Control Shelter or a boarding facility approved by the County, at the Owner's expense.

(d) Within 3 days of the determination, the Owner may appeal by filing written objections with the Appeal Board.

1. The Appeal Board will schedule a hearing within 10 days of the filing of the objections. Based upon testimony and evidence, the Appeal Board will determine if the dog should be considered dangerous or overturn the declaration.

2. The Owner of the dog and any complainants will be notified of the determination by first class mail or email.

3. If the Appeal Board finds the dog is a Dangerous Dog, the Owner of the dog is required to keep the dog in accordance with all state and local laws pertaining to Dangerous Dogs.

(e) If the Owner of a dog that has been deemed Potentially Dangerous does not file an appeal with the Appeal Board within 3 business days of the notification of the determination, the dog shall automatically be a Dangerous Dog.

SECTION 13. CONFINEMENT REQUIREMENTS AND CONFISCATION OF DANGEROUS DOGS

(a) The Owner of a dog which has been deemed dangerous will be notified in writing and provided the reasons for the determination. The Owner shall immediately confine the dog in a humane secure enclosure. If no secure enclosure is available at the Owner's residence, the dog shall be confined at the Animal Care Enforcement shelter or a boarding facility, approved by the County, at the Owner's expense, until a humane secure enclosure is constructed on the Owner's property. The enclosure must meet the approval of the Animal Care Enforcement Director, who has the authority to mandate additional confinement requirements. If no adequate humane secure enclosure is constructed upon the Owner's property after the expiration of 30 days of notice of declaration, the dog shall be euthanized.

(b) The Owner shall conspicuously and securely display the County's Dangerous Dog warning sign on the secure enclosure. Additional uniform Dangerous Dog warning signs shall be conspicuously and securely posted at all points of entrance to the residence and must be visible and legible from the public highway or street. Uniform Dangerous Dog warning signs must be purchased from the Animal Care Enforcement Department at the Owner's expense.

(c) The Owner of a dog which has been deemed dangerous shall have the dog spayed/neutered at the Owner's expense and provide proof of the spay/neuter to the Animal Care Enforcement Department within 30 days of the date of written notification.

(d) The Owner of a dog which has been deemed dangerous shall have the dog micro-chipped at the owner's expense and register the micro-chip number with the Animal Care Enforcement Department within 2 business days of the date of written notification.

(e) A dog which has been deemed dangerous either by Animal Care Enforcement or by the Appeal Board shall be kept in a humane secure enclosure. The Owner shall post a plainly visible sign upon the secure enclosure warning a Dangerous Dog is on the premises. The humane secure enclosure shall be locked to prevent the escape of the dog or the entry of young children. The dog may be removed from the secure enclosure for exercise or veterinary care so long as it is under the control of its Owner using a securely attached leash and muzzle.

(f) An Animal Care Enforcement officer is empowered to confiscate a dog and harbor it at the Owner's expense if the dog is found in violation of state and/or local laws pertaining to Dangerous Dogs. If any Dangerous Dog is confiscated under this Section, the Owner of the Dangerous Dog shall be given written notice at the time of confiscation advising the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.

(g) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 14. <u>REQUIRED NOTIFICATION TO ANIMAL CARE ENFORCEMENT BY OWNERS OF DANGEROUS DOGS</u>

(a) The Owner of a Dangerous Dog shall inform the Office of Animal Care Enforcement, as soon as practicable, but no later than 24 hours after the occurrence of any of the following:

1. An assault, attack or biting upon any human being committed by a Dangerous Dog.

2. An assault, attack or biting upon any domesticated animal or pet by a Dangerous Dog.

3. The destruction of or damage to the property of another by a Dangerous Dog.

4. The roaming or escape of any animal required to be restrained or confined to a secure enclosure.

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 15. TRANSFER OF OWNERSHIP OR RELOCATION OF DANGEROUS DOGS

(a) If the Owner of a Dangerous Dog wishes to transfer ownership or possession of the dog to another Person, the Owner shall provide written notice to the authority which made the determination under this Chapter, providing the name and address of the new Owner or possessor of the dog before the ownership of the dog is transferred.

(b) If the Owner of a Dangerous Dog plans to relocate and/or change address, the Owner shall provide written notice to the authority which made the determination under this Chapter, providing the new address and or date of relocation prior to this occurrence.

(c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 16. LAW ENFORCEMENT DOGS PARTIALLY EXCLUDED

Any dog used by a law enforcement agency in the investigation of crimes, or as otherwise necessary in the enforcement of the law, is excluded from the requirements of this Chapter, except for rabies and bite requirements pursuant to State Law.

SECTION 17. DOGS USED FOR GUARD DUTY

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

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 18. ENFORCEMENT INTERFERENCE

(a) It shall be unlawful for any Person to interfere with, hinder or molest the Animal Care Enforcement Office agents, officers, or veterinarians in the performance of any duty authorized by this Chapter or State Law, or to seek to release any animal in the custody of those agents.

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 19. ANIMALS CREATING A NUISANCE

(a) Pursuant to State Law, a County may define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety or welfare of its citizens, and the peace and dignity of the County; and may define and abate nuisances.

(b) Nothing in this Chapter shall prevent a private citizen from bringing an action to abate a nuisance, or from bringing an action for damage, loss, or injury to the private citizen or their property resulting from an animal being a public nuisance.

(c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 20. EXCLUSION FOR HUNTING DOGS

This Chapter shall not be interpreted as restricting persons owning specially trained hunting/working dogs from using the dogs for hunting/working in the presence of the Owner or an agent of the Owner and are lawfully being used for hunting or training in compliance with applicable statutes, regulations or ordinances of the State and the County.

SECTION 21. NUISANCES PROHIBITED

It shall be unlawful for any Owner to permit a dog, cat, or ferret to create a nuisance as defined by this Chapter.

(a) Nuisance acts. It shall be unlawful for an Owner to permit an animal or animals to create a public nuisance, or to maintain a public nuisance created by an animal or animals. The commission of a nuisance act on more than one occasion shall be evidence of a nuisance. A nuisance act, includes but is not limited to:

1. Continuously or frequently roaming or found on the property of another person.

2. Turning over garbage containers or removing garbage from a container.

3. Damaging gardens, foliage, or other real or personal property of another.

4. Urinating or defecating on private property without the permission of the property owner.

5. Walking on or sleeping on an automobile of another.

6. Maintaining in an unsanitary condition which is offensive to sight or smell.

7. Not confining to a building or secure enclosure while in estrus.

8. Chasing, snapping at, attacking, or otherwise molesting pedestrians, cyclists, motor vehicle passengers, farm stock, or domestic animals.

9. Housed or restrained less than 5 feet from a public street, road, or sidewalk.

10. Habitually loiters on school grounds or County recreational property.

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 22. PROCEDURE FOR COMPLAINT

Any citizen who personally witnesses a violation of this Chapter may file an animal nuisance complaint by completing a nuisance/complaint form. Before initiating a civil or criminal proceeding pursuant to this Chapter or any State statute, the Animal Services Director or designee has the option of requesting the complaining party sign a sworn statement of the alleged offense and require the cooperation of the complaining party in court appearances arising from the complaint.

SECTION 23. RABIES CONTROL

(a) It shall be unlawful for any animal owner or other person to fail to comply with State Law relating to the control of rabies.

(b) It is the purpose of this Chapter to supplement State Law by providing a procedure for the enforcement of rabies control, in addition to the criminal penalties provided by State Law.

(c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 24. RABIES VACCINE OF DOGS, CATS, AND FERRETS

(a) It shall be unlawful for an Owner to fail to provide current vaccine against rabies for any dog, cat, or ferret 4 months of age or older. Should the County Animal Care Enforcement, County Board of Health, the Board, or the State Public Health Veterinarian order pets be inoculated to prevent a threatened epidemic, or to

control an existing epidemic, it shall be unlawful for an Owner to fail to provide current inoculation against rabies for that pet.

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 25. RABIES VACCINE TAG

(a) Upon complying with provisions of State Law, the vaccinator shall issue to the Owner of the animal vaccinated, a metallic tag, stamped with the number and the year issued, indicating the animal has been vaccinated against rabies.

(b) It shall be unlawful for any dog to fail to provide the dog with a collar or harness to which a current tag issued under this Section is securely attached. The collar or harness, with attached tag, must be worn at all times.

(c) Pursuant to State Law, cat owners are not required to provide a cat with a collar or harness to which a current tag is attached, however, the cat owner must be able to immediately provide a current vaccine tag upon being asked by the County.

(d) It shall be unlawful for any Person to use for any animal a rabies vaccine tag issued for another animal.

(e) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 26. REPORT AND CONFINEMENT OF ANIMALS BITING PERSONS OR SHOWING SYMPTOMS OF RABIES

(a) Every dog, cat, or ferret, which has bitten any person or which shows symptoms of rabies shall be confined immediately and be promptly reported to the Animal Care Enforcement Office, and thereupon shall be securely quarantined at the direction of the Animal Care Enforcement Office for a period of 10 days and shall not be released from the quarantine except by written permission from the Animal Care Enforcement Office.

(b) Dogs, cats, and ferrets quarantined under this Section shall be confined in a veterinary hospital, boarding kennel approved by the Office of Animal Care Enforcement, or County Animal Shelter, at the expense of the Owner; provided, however, if an Animal Care Enforcement officer determines the Owner of an animal requiring quarantine has adequate confinement facilities upon his or her own premises, the animal control officer shall authorize the animal to be confined on the premises. The Animal Care Enforcement officer may not authorize the animal to be confined on the Owner's premises unless the Owner has a fenced-in area in his or her yard, and the fenced-in area has no entrances or exits which are not locked, and the animal is currently vaccinated against rabies. Proof will be required at the time of investigation. If the animal is confined on the Owner's premises, the Animal Care Enforcement officer shall revisit the premises for inspection purposes, midway through the confinement period, and again at the conclusion of the confinement period.

(c) In the case of stray dogs or cats whose ownership is not known, the dogs, cats, or ferret may be euthanized, and the head examined for rabies, or kept for the supervised quarantine period required by this Section at the County Animal Shelter.

(d) If rabies does not develop within 10 days after a dog, cat is quarantined under this Section, the dog, cat, or ferret may be released from quarantine with the written permission of the Animal Care Enforcement Office. If the dog, cat, or ferret has been confined in the County Animal Shelter, the Owner shall pay any applicable veterinarian fees and boarding fees set by and approved by the Board. Any animal which has bitten a Person, and which has not been reclaimed within 24 hours following the mandatory 10-day rabies observation quarantine period, shall be destroyed by the Animal Care Enforcement Office.

(e) In the case of any carnivore or bat, the animal may be euthanized, and the head examined for rabies.

(f) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 27. DESTRUCTION OF ANIMAL EXPOSED TO RABID ANIMAL

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

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 28. AREA-WIDE EMERGENCY QUARANTINE

(a) When reports indicate a positive diagnosis of rabies, the County Health Director may order an area-wide quarantine for such period as deemed necessary. Upon invoking of such emergency quarantine, no dog, cat, or other carnivore shall be taken into the streets or permitted to be in the streets during such period. During such quarantine, no dog, cat, or ferret, or other carnivore may be taken or shipped from the County without written permission of the Office of Animal Care Enforcement. During the quarantine period, the local health authorities shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the County.

(b) In the event there are additional positive cases of rabies occurring during the period of quarantine, the period of quarantine may be extended at the discretion of the County Health Director.

(c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 29. POSTMORTEM DIAGNOSIS

(a) If an animal dies while under observation for rabies, the head of the animal shall be submitted to the County Health Department for shipment to the State Laboratory of Public Health for rabies diagnosis.

(b) The carcass of any animal suspected of dying of rabies shall be surrendered to the County Animal Care Enforcement Office. The head of the animal shall be submitted to the County Health Department for shipment to the State Laboratory of Public Health for rabies diagnosis.

(c) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 30. UNLAWFUL KILLING, RELEASING AND THE LIKE OF CERTAIN ANIMALS

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

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 31. FAILURE TO SURRENDER ANIMAL FOR QUARANTINE OR DESTRUCTION

(a) It shall be unlawful for any Person to fail or refuse to surrender any animal for quarantine or destruction as required by this Chapter and State Law when demand is made by the Animal Control Officer.

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 32. IMPOUNDMENT

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

SECTION 33. TRAPPING

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

(b) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 34. REDEMPTION BY OWNER GENERALLY

(a) The Owner of an impounded animal may redeem the animal within 72 hours from the time of notification of impoundment is given, as required by State Law, by complying with all applicable provisions of this Chapter, and paying any applicable veterinary fees and a boarding fee.

(b) No animal Owner may be permitted to adopt their own animal under the provisions of this Section to reclaim an animal which has been impounded pursuant to State Law or this Chapter.

SECTION 35. DESTRUCTION OR ADOPTION OF UNREDEEMED ANIMALS GENERALLY

(a) Disposition of animals in Animal Services custody.

1. Stray animals are held for a period of 96 hours to allow Owners to reclaim the animals.

2. Cats deemed to be feral by the Animal Services Director or designee are held for a period of 72 hours. For the purposes of this Section, feral shall mean a cat which has escaped from a domestic or captive status and is living as a wild animal or a cat which was never domesticated.

(b) Animals can be reclaimed by Owners for fees in accordance with the fee schedule. The Owner of an impounded animal shall be entitled to redeem the animal, except as provided in this Chapter, upon the payment of all applicable fees, and upon furnishing proof of ownership. Animals cannot be reclaimed without proof of a

current rabies vaccine, or a rabies vaccine given by Animal Services Certified Rabies Vaccinators (CRVs).

(c) Dogs must wear rabies inoculation tags upon being reclaimed.

(d) If not claimed within 96 hours, stray animals are made available for adoption, transferred to a rescue group, or euthanized.

(e) Upon proof of ownership, owner-surrendered animals are made available for disposition by the Director of Animal Services or designee after a period of 24 hours.

(f) Nothing in this Section shall prevent an animal which is seriously ill or injured from being euthanized for humane reasons prior to the end of a stray hold.

(g) No animal which has been impounded by reason of being a stray or unclaimed by its Owner, shall be allowed to be adopted from the County Animal Shelter during a period of emergency rabies quarantine, except by special authorization of the County Health Director.

(h) Any person adopting an animal from the County Animal Shelter is required to sign an adoption contract with the Animal Shelter.

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

1. Persons less than 18 years of age.

2. Persons who have previously been cited for violations of this Chapter.

(j) The maximum number of animals adopted to the same household is 3 per calendar year.

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

(l) Any Person violating this Section shall, upon conviction, be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

SECTION 36. PROCEDURE FOR REDEMPTION OR ADOPTION OF UNVACCINATED DOG, CAT, OR FERRET

All dogs, cats, or ferrets 4 months of age or older which leave the County Animal Shelter, or any animal hospital or veterinary clinic, shall be required to have a current rabies vaccination.

SECTION 37. DESTRUCTION OF WOUNDED OR DISEASED ANIMALS

Notwithstanding any other provision of this Chapter, any animal impounded which is badly wounded or diseased, shall be destroyed humanely, only after consultation with the Office of Animal Control and a veterinarian licensed to practice in the State of North Carolina. This consultation will include a physical review of the animal by a licensed veterinarian, and the veterinarian's agreement the animal is suffering and should be euthanized. If the animal has identification, the Office of Animal Care Enforcement shall attempt to notify the Owner before consulting with a licensed veterinarian and euthanizing the animal.

SECTION 38. PENALTY

(a) Fees shall be charged in accordance with the County's fee schedule. The Animal Care Enforcement Director has the authority, in their discretion, to reduce or waive fees for special circumstances.

(b) Any Person violating any of the provisions of this Chapter shall be subject to the imposition by citation of a civil penalty for each such violation in the amount of $25, which shall be paid in full within 30 business days of the service of the citation by a representative of the County Animal Care Enforcement Office or any law enforcement officer, or both in accordance with NCGS 153A-123. If the offender does not pay the penalty within 30 business days, the County may recover the penalty plus court costs and attorney fees in a civil action in the nature of a debt.

(c) Each subsequent violation of any of the provisions of this Chapter shall subject the violator to the imposition by citation of a civil penalty in the amount of $100, which shall be paid in full within 30 business days of the service of the citation. If the offender does not pay the penalty within 30 business days, the County may recover said penalty plus court costs and attorney fees in a civil action in the nature of a debt.

(d) Failure to make payment and correct the violation or violations within 30 business days will result in an additional penalty of $25 per violation per day until the violation is corrected and the citation is paid. All funds derived from the civil penalties collected shall be used in the operation and maintenance of the County Animal Shelter.

(e) If any dangerous animal or Dangerous Dog as defined in this Chapter shall, when unprovoked, attack, assault, wound, bite or otherwise injure or kill a human being, the Owner shall pay a $300 civil penalty and, after a 10-day waiting period, exclusive of Sundays and holidays, the dog shall be destroyed by the Office of Animal Care Enforcement.

(f) If any dangerous animal or Dangerous Dog shall, when unprovoked, kill, wound, or worry or assist in killing or wounding any domestic animal or pet, the Owner of the animal or dog shall pay a $200 civil penalty, and the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.

(g) If any dangerous animal or Dangerous Dog is found in violation of State Law, the Owner of the animal or dog shall pay a $150 civil penalty, and the dog will be humanely euthanized by the Animal Care Enforcement Department at the expiration of 3 business days.

(h) Any person in possession of or keeping an inherently dangerous mammal within the County shall be in violation of this Chapter and shall be subject to the imposition by citation of a civil penalty for each such violation in the amount of $300, which shall be paid in full within 72 hours of the service of the citation by an Animal Care Enforcement Department, or any law enforcement officer. If the offender does not pay the penalty within 30 business days, the County may recover the penalty plus court costs and attorney fees in a civil action in the nature of a debt. Failure to make payment and correct the violation or violations within the 30 business days will result in an additional penalty of $600 per violation per day until the violation is corrected. All funds derived from the civil penalties collected shall be used in the operation and maintenance of the County Animal Shelter.

(i) Violation of this Chapter may subject the violator to criminal as well as civil action. Violation of this Chapter shall be a misdemeanor for which a criminal summons may be issued. Any person convicted of this violation shall be punishable as provided in NCGS 14-4. Each day's violation of this Section is a separate offense.

(j) In addition, enforcement of this Chapter may be by appropriate equitable remedy, injunction or order of abatement issued by a court of competent jurisdiction.

CHAPTER ___ BUILDING CODE INSPECTIONS

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 153A, 160D, and other applicable law, Caldwell County hereby establishes these Ordinances.

SECTION 2. JURISDICTION

This Chapter applies throughout Caldwell County, outside of the municipalities, except where a municipality's governing body has adopted a resolution authorizing the County to enforce this Chapter within its jurisdictional limits and has entered into an agreement with the County to perform building code services.

SECTION 3. DEFINITIONS

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

Board means the Caldwell County Board of Commissioners.

Building means any structure having a roof supported by columns or by walls, and intended for shelter, housing or enclosure of persons, animals, or chattels.

Building Inspector means a person authorized by the North Carolina Code Council to enforce the provisions of this Chapter.

Building Permit means a permit used by Caldwell County Central Permitting authorizing a person, contractor, firm, or corporation to construct, reconstruct, alter, repair, remove or demolish a structure in accordance with the most recent Code adopted by the North Carolina Code Council.

Building Setback Line means a line establishing the minimum allowable distance between the nearest portion of any building and the street or highway right-of-way line, when measured perpendicularly thereto.

Central Permitting means Caldwell County Central Permitting, including authorized inspectors.

Certificate of Compliance means a certificate issued by Central Permitting indicating a building is code-compliant to the point it was permitted.

Certificate of Occupancy means a certificate issued by Central Permitting indicating a building is compliant to the point it is ready to be occupied.

County means Caldwell County, North Carolina.

Dilapidated means a structure or dwelling unit which has decayed, deteriorated, or fallen into partial ruin, especially through neglect or misuse, and is unsafe for habitation.

Health Director means the Caldwell County Health Director or designee.

Lot means a parcel of land occupied, or capable of being occupied, by a building or group of buildings devoted to common use, together with the customary accessories and open spaces belonging to the same.

Lot Depth means the distance of the side lines of the lot measured.

Lot Width means the distance between the side lot lines measured at the building setback line.

Manufactured Home means a portable, manufactured housing unit designed for transportation on its own chassis and for placement on a temporary or semi-permanent foundation, having a measurement of over 32 feet in width. As used in this Section, Manufactured Home also means a double-wide manufactured home, which is 2 or more portable manufactured housing units designed for transportation on their own chassis, which connect on-site for placement on a temporary or semi-permanent foundation, having a measurement of over 32 feet in length and over 8 feet in width.

NCGS means the North Carolina General Statutes.

NC Building Code Council (BCC) means the North Carolina Building Code Council, which consists of 17 members appointed by the Governor, for the purpose of adopting and amending the NC State Building Code.

NC Building Code means the current editions of the NC State Building Code, NC State Residential Code, NC State Plumbing Code, NC State Mechanical Code, NC State Fuel Gas Code, NC State Energy Conservation Code, National Electrical Code, NC State Building; Existing Building Code, NC State Building; Fire Code, and State of NC Regulations for Manufactured Homes.

Person means any individual, corporation, firm, partnership, association, or other legal entity.

Rental Structures means dwelling units, structures, or properties available on a rental or lease basis.

Specialty Contractor means any licensed electrician, plumber or heating and air-conditioning contractor.

State Law means the laws, regulations, and rules of North Carolina.

Stop Work Order means a written directive issued by a code official for any

building, or part thereof, which is being demolished, constructed, reconstructed, altered or repaired in a manner in violation of State or local law, or is in a hazardous condition, and must state what is required to correct all violations.

SECTION 4. SCOPE AND ADOPTION OF REGULATORY CODES BY REFERENCE

This Chapter applies to the following:

(a) The location, design, materials, equipment, construction, reconstruction, alteration, repair, maintenance, moving, demolition, removal, use and occupancy of buildings or structures, including, but not limited, to manufactured homes and manufactured buildings; and

(b) The installation, erection, alteration, repair, use and maintenance of plumbing systems consisting of house sewers, building drains, waste and vent systems, hot and cold-water supply systems and all fixtures and appurtenances thereof; and

(c) The installation, erection, alteration, repair, use and maintenance of electrical systems and appurtenances thereof; and

(d) The installation, erection, alteration, repair, use and maintenance of heating and air conditioning systems and appurtenances thereof.

SECTION 5. COMPLIANCE WITH REGULATORY CODES

(a) All buildings or structures which are placed, manufactured, constructed, reconstructed, erected, altered, extended, enlarged, repaired, demolished, or moved shall conform to the requirements, minimum standards, and other provisions of the NC Building Code.

(b) All electrical wiring, installations and appurtenances shall be erected, altered, repaired, used, and maintained in accordance with the minimum standards, requirements, and other provisions of the NC Building Code.

(c) Every building or structure intended for human habitation, occupancy or use shall have plumbing, plumbing systems or plumbing fixtures installed, constructed, altered, extended, repaired, or reconstructed in accordance with the minimum standards, requirements, and other provisions of the NC Building Code.

(d) All heating, air conditioning, refrigeration and ventilation installations and appurtenances shall be erected, repaired, used, and maintained in accordance with minimum standards, requirements, and other provisions of the NC Building Code.

SECTION 6. INSPECTION PROCEDURES

(a) Where required, Central Permitting inspects all buildings and structures, and any work therein, for which a permit of any kind has been issued, as often as necessary

to determine whether the work complies with this Chapter and the NC Building Code.

(b) When deemed necessary by the appropriate inspector, materials and assemblies may be inspected at the point of manufacture or fabrication, or inspections may be made by approved and recognized inspection organizations; provided, no approval shall be based upon reports of those organizations unless the same are in writing and certified by a responsible officer of the organization.

(c) All holders of permits, or their agents, must notify Central Permitting at each of the following stages and obtain approval before further work is performed:

1. Building permits.

    i. Site inspection occurs following an application and issuance of a building permit; and

    ii. Footing inspection occurs after trenches are excavated and the necessary reinforcement and forms are in place, but before concrete is poured. Drilled footings, piles and similar types of foundations are inspected as installed.

    iii. Foundation inspection occurs after all foundation support is installed.

    iv. Framing inspection occurs after all structural framing is in place and all roughing-in of electrical, plumbing, heating and duct work is installed, after all fire blocking, chimneys, bracing, and vents are installed, but before any of the structure is enclosed or covered. Poured-in-place concrete structural elements must be inspected before each pour of any structural component.

    v. Insulation inspection occurs after an approved framing and rough-in inspection, and after permanent roof covering is installed, with all insulation and vapor retarders in place, but before any wall covering or ceiling covering is applied.

    vi. Fireproofing inspection occurs after all areas required to be protected by fireproofing are lathed, but before the plastering or other fireproofing is applied.

    vii. Final inspection occurs after the building or structure has all doors hung, fixtures set, and it is ready for occupancy, but before the building is occupied.

2. Plumbing permits.

    i. Inspection of plans occurs before the installation of any plumbing materials.

ii. Inspection of plumbing. As required in the most current edition of the appliable code.

3. Electrical permits.

i. Temporary service inspection occurs when temporary service has been installed.

ii. Inspection of rough wiring occurs following as required in the most recent addition of the applicable code.

iii. Construction of temporary power with all electrical components includes a minimum of one installed ground fault circuit interrupter, and all other aspects of electrical system in a safe condition.

iv. Final inspection is required when the structure is ready for occupancy but before the building is occupied.

4. Heating, air conditioning, and venting permits.

i. An inspection of rough ducts, wiring and plumbing is required after the installation of all plumbing, wiring, ductwork, or other materials related to a heating, venting, or an air conditioning system.

ii. Final inspection of the heating, air conditioning, or venting systems will be required when the structure is ready for occupancy, but before the building is occupied.

SECTION 7. REQUESTS FOR INSPECTIONS

(a) Requests for inspections must be made to Central Permitting, then inspections are scheduled within 2 business days of the request.

(b) Re-inspections are made upon request. No inspections shall be requested unless all relevant work has been completed and is ready for inspection. Any work which has been concealed before a timely inspection shall be uncovered at the request of the inspector and placed in a condition to allow for proper inspection, provided the inspection. Approval or rejection of the work will be furnished by the inspector in the form of a notice posted on the building or given to the permit holder, agent, or contractor. Failure to request inspections or proceeding without approval at each stage of construction shall be deemed a violation of this Chapter.

SECTION 8. CERTIFCATE OF COMPLIANCE

No new building, or part thereof, shall be occupied, and no addition or enlargement of any existing building shall be occupied, and no existing building, after being altered or moved, shall be occupied, and no change in occupancy regarding permitted uses shall be made in any existing building or part thereof, until Central Permitting issues a Certificate of Compliance. Under hardship conditions, a temporary certificate of

compliance may be issued for occupancy of part of a building before its final completion. The contractor is responsible for calling in all inspections.

SECTION 9. OVERSIGHT NOT TO LEGALIZE VIOLATION

No oversight or error on the part of any inspector or employee of Central Permitting shall be deemed to legalize the violation of any provision of this Chapter or the NC State Building Code.

SECTION 10. POWERS OF INSPECTION OFFICIALS

(a) Inspectors are authorized, empowered, and directed to enforce all provisions of this Chapter and the most current code adopted by the NC BCC.

(b) Inspectors have the right of entry to any premises for the purpose of inspection or enforcement of the requirements of this Chapter. Should permission be denied, an inspector will seek an administrative warrant to enter the premises.

(c) Whenever any building, structure or part thereof is being demolished, constructed, reconstructed, altered or repaired in a hazardous manner or in violation of any provision of this Chapter, the NC State Building Code or any other law, or there are violations of the terms of any permit, or conditions exist to potentially endanger life or property, an inspector may order a Stop Work Order for the specific part of work which is in violation or presents the hazard(s). The Stop Work Order will list the specific work to be stopped, the reasons therefore, as well as the conditions under which the work may be resumed.

SECTION 11. SEWAGE SYSTEM INSPECTION

(a) The lot size of any structure or manufactured home requiring a private sewage system must comply with all State and County Regulations.

(b) All necessary permits and fees must be paid before electricity can be obtained.

SECTION 12. PERMITS

(a) No person shall commence or proceed with the construction, reconstruction, alteration, repair, removal, or demolition of any building or other structure, or any part thereof, without first securing a written permit from Central Permitting. No building permit is required for work estimated to cost less the amounts determined by State Law, and which does not involve any change of the structural parts or the stairways, elevators, fire escapes or other means of egress of the building or the structure.

(b) A permit for any electrical, plumbing, heating, air conditioning or refrigeration installations shall only be issued to North Carolina licensed persons, firms or corporations before any work has begun.

(c) A permit and inspection shall be required, regardless of cost of construction, for the following structures:

i. The installation of heating, electrical equipment, or service change in any structure, including a; or

ii. Any change in electrical service, installation of water heaters, electric ranges, or any other electrical equipment in any structure, including a manufactured home, if a new circuit is required.

(d) Once a person, owner, contractor, corporation, or firm has satisfied all requirements, a Certificate of Compliance and Certificate of Occupancy is issued through Central Permitting.

SECTION 13. APPLICATION

(a) Written application must be made for all permits required by this Chapter on forms provided by Central Permitting. The application must be made by the owner of the building or structure affected, or their agent or contractor.

(b) The application must provide the following information:

1. Name of the property owner.

2. The address of the property to be inspected.

3. Where applicable, the name and business address of the contractor, as well as the certificate from the appropriate NC State licensing board.

4. Where applicable, permits from Environmental Health for such things as septic, well, or food and lodging.

5. Any other information an inspector deems necessary.

SECTION 14. PLANS AND SPECIFICATIONS

Adequate working drawings or detailed plans and specifications must accompany each permit application for any building or structure where plans and specifications are deemed necessary by the inspector to determine whether the proposed work complies with all requirements. Plans must be drawn to scale with sufficient clarity to indicate the nature and extent of the work proposed, and the plans and specifications must contain information sufficient to indicate the work proposed will conform to the provisions of this Chapter and the NC Building Code. Where plans and specifications are required, a copy shall be kept at the work site until all authorized operations have been completed and approved by Central Permitting.

SECTION 15. LIMITATIONS ON ISSUANCE OF PERMITS

(a) Where any provision of the North Carolina General Statutes or any County

Ordinances require work be done by a licensed specialty contractor of any kind, or a subdivision plat approved and recorded with the Register of Deeds, no permit for the work shall be issued unless it conforms to the minimum requirements.

(b) Where detailed plans and specifications are required, no building permit shall be issued unless the plans and specifications have been provided, which are identified by the name, address, and contact number of the author, and when required by North Carolina General Statutes, the state seal of a registered architect or registered engineer.

SECTION 16. ISSUANCE OF PERMIT

After a complete application is filed, and the fees paid, an inspector reviews the proposed work to ensure compliance with all requirements.

SECTION 17. REVOCATION OF PERMITS

An Inspector may revoke and require the return of any permit by notifying the permit holder in writing and stating the reason for the revocation. Permits shall be revoked for any material departure from the approved application, plans or specifications; for refusal or failure to comply with requirements of this Chapter or NC State Building Code, or for false statements or misrepresentations made in securing the permit. Permits issued based upon incorrect, false, or fraudulent information may be revoked by the County.

SECTION 18. TIME LIMITATIONS ON VALIDITY OF PERMITS

All permits issued shall expire 6 months after the date of issuance if the work authorized by the permit has not commenced. If, after commencement, the work is discontinued for a period of 12 months, the permit shall immediately expire. No work authorized by any permit which has expired shall thereafter be performed until a new permit has been secured, including the payment of applicable fees.

SECTION 19. CHANGES IN WORK

After a permit has been issued, no changes or deviations from the terms of the application, plans and specifications of the permit can be made, except where the changes or deviations are clearly permissible under the NC State Building Code and until specific written approval of the changes or deviations has been obtained from Central Permitting.

SECTION 20. PERMIT FEES

(a) Fees for permits shall be charged at the time of the issuance of the permit and are based on the Board's adopted fee schedule. All fees must be paid before a permit can be issued.

(b) Any person, firm, contractor, or corporation who performs any construction work

or installation of electrical, heating, air conditioning, plumbing, ventilation, or refrigeration systems before obtaining a permit shall be charged double the applicable fee.

(c) Applicable fees cover all trips for all inspections, except for re-inspections.

SECTION 21. PERSONAL CONSTRUCTION AND ELECTRICAL WORK PERMITTED

Any person may be permitted to perform construction and electrical work upon their own property, except property intended or used for rent, sale, or gift, provided they obtain a permit from Central Permitting to do the specific work. The Building Inspector must be satisfied with the owner's competency to perform the work and the person cannot be assisted by another person in performing the work.

SECTION 22. EROSION AND RUNOFF CONTROL

(a) Contractors and property owners are required to place gravel, and maintain the gravel on all work site driveways, including residential, commercial, and industrial construction sites.

(b) Contractors and property owners must place bales of hay, straw or silt fencing to stop the threat of any dirt and/or mud runoff onto the land of an adjoining property or into a stream, waterway, or roadway, of less than 1 acre in size or when deemed necessary by Central Permitting. Sites of more than 1 acre must comply with the North Carolina Sedimentation Control Act.

(c) The Inspector will not make any inspections until these protective measures are in place. After subsequent inspections, if the Inspector finds evidence of mud and silt runoff, a Stop Work Order will be issued, and no further inspections will be made until the appropriate measures have been taken to correct the issue.

SECTION 23. LIABILITIES FOR DAMAGE

This Chapter shall not be construed to relieve from, or lessen the responsibility or liability of, any party owning, operating, controlling, or installing any electrical wiring, devices, appliances, or equipment for damages to person or property caused by any defect therein, nor shall the County be held as assuming any liability by reason of the inspection.

SECTION 24. ELECTRICAL RECONNECTIONS

Electrical inspections shall be conducted on all properties, including manufactured homes, by the Building Inspector prior to new electrical hookups, reconnections, or when required by a utility company.

SECTION 25. PLUMBING SYSTEMS TO BE TESTED

(a) To prevent the use of defective materials and to provide for water-tight joints, the piping of the entire drainage and ventage system shall be tested in the presence of the Plumbing Inspector by application of a water test, air test or other approved method. If the test is applied to the entire system, all openings in the piping shall be tightly closed except a minimum of 3 feet above the highest fixture, and the entire system filled with water to the point of overflow. If the system is tested in sections, each opening shall be tightly plugged, except the highest openings of the section under testing, and each section filled with water. No system shall be tested with less than a 10-foot head of water. In testing successive sections, at least the upper 10 feet of the next succeeding section shall be tested so no joint or pipe in the building is submitted to a test of less than a 10-foot head of water.

(b) In lieu of a water test, the Plumbing Inspector may require an air test, to consist of not less than 5 pounds per square inch for a period of not less than 15 minutes.

(c) If the water or air test reveals defective materials or workmanship, the defective portions shall be replaced or corrected, and the tests repeated. A roughing-in test is required before any piping of the plumbing system is concealed or fixtures set.

SECTION 26. MANUFACTURED HOME INSPECTIONS

(a) Manufactured Home specifications and regulations are in the North Carolina Regulations for Manufactured Homes.

1. After approval of septic and well permits from Environmental Health, and before any inspection can be made, the owner, agent or contractor must obtain a permit for:

    i. Any manufactured home being introduced into the County; or

    ii. Any manufactured home where there is a change of ownership.

(b) No permit for electrical, plumbing, heating, air conditioning or any other construction involving manufactured home s shall be issued by Central Permitting until a septic tank improvement permit and Certificate of Completion are issued by Environmental Health.

(c) Exceptions to the permit requirement include:

1. A manufactured home in a mobile home park; or

2. A manufactured home connected to a public or community sewerage system; or

3. A manufactured home located in the County prior to October 1, 1973.

(d) The owner, agent or contractor must provide a complete description of the manufactured home, including size, serial number, and address where the is to be placed.

(e) Only licensed electricians are allowed to install an electrical system on manufactured homes.

(f) Once all the required steps have been taken to comply with all requirements, a Certificate of Compliance will be issued.

SECTION 27. SPECIFICATIONS FOR SETTING UP MANUFACTURED HOMES

(a) Gravel, sand, or grout is permissible to level piers using 8-foot by 16-foot blocks, doubled and crisscrossed every 8 feet with 4-inch cap blocks to start piers.

(b) When wooden wedges are used to level a manufactured home, the total thickness of wood blocking plus wooden wedges must not be over 4 inches thick, and a cap block or wood must cover the entire surface of block.

(c) Foundation piers around the manufactured home shall not exceed 48 inches in height as measured from the inside floor surface of the manufactured home to the ground elevation.

(d) Manufactured homes shall be anchored to the ground according to the NC Building Code. The depth of anchor would depend on the type of soil and uplift requirements for sliding or over-turning, but in no case should be less than 4 feet deep.

(e) The electrical connection must comply with the NC Building Code.

(f) Sewage connections.

i. The connection must have at least one cleanout for one bath, or two cleanouts for two baths, one at each end of the manufactured home.

ii. The sewer riser pipe must be manufactured so a noncorrosive plug can be installed when a manufactured home is relocated, or if this is not possible, the sewer riser pipe shall be cut off 12 inches underground and buried.

iii. Before a manufactured home is relocated, either on the same parcel of land or to a different parcel of land, the property owner must obtain a Zoning Permit and any other applicable permits before Central Permitting can issue a permit.

iv. Travel trailers located in the County for occupancy more than 30 days must pass an electrical inspection and a sanitary sewage connection.

SECTION 28. RECREATIONAL VEHICLES (RVs)

(a) RVs are prohibited from being used as permanent housing; and

(b) A permit for the placement of an RV for temporary housing is required and will be issued only under the following circumstances:

1. The landowner is building a stick-built home for which Central Permitting has issued a permit; and

2. The temporary occupants of the RV are the same landowners where the RV is situated; and

3. Pursuant to a permit issued by the County, septic has been installed and temporary electric is permitted and in place.

(c) Temporary RV permits are valid for 1 year. Upon a documented hardship, a permit may be extended for up to 6 months; upon additional documented hardship, a permit may be extended for an additional 6 months, for a maximum total of 24 months. After 24 months, the permit shall automatically expire, and the RV must be removed from the property.

SECTION 29. PENALTY

Any person, contractor, firm, or corporation who violates the provisions of this Chapter shall, upon conviction, be guilty of a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

CHAPTER ___ CONCEALED WEAPONS ON COUNTY PROPERTY

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 130A and 153A, Caldwell County hereby establishes this Ordinance.

SECTION 2. DEFINITIONS

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

Board means the Caldwell County Board of Commissioners.

County means Caldwell County.

County Property means real property owned, leased, operated, or otherwise controlled by the County.

Handgun means any weapon designed or redesigned, or made or remade, and intended to be fired while held in a single hand and to use the energy of an explosive to expel a projectile through a smooth or rifled bore.

NCGS means the North Carolina General Statutes.

Person(s) means any individual, firm, governmental unit, organization, partnership, corporation, or company.

Weapon means any item designed, or used for, inflicting bodily harm or physical damage.

SECTION 3. CONCEALED HANDGUNS AND OTHER WEAPONS

(a) Except as provided in Section 3(b) herein, all Persons are prohibited from carrying a concealed Handgun, or other Weapon on County Property.

(b) The prohibition in this Ordinance shall not apply to the following Person(s):

1. Officers and enlisted personnel of the armed forces of the United States, when in discharge of their official duties and acting under orders requiring them to carry arms and weapons; or

2. Civil officers of the United States while in the discharge of their official duties; or

3. Officers and members of the National Guard engaged in active service; or

4. Sworn law enforcement officers.

(c) A conspicuous notice shall be posted on County Property stating, “Carrying a concealed Handgun and/or Weapon on these premises is prohibited.

SECTION 4. PENALTIES

Penalty. Any Person(s) violating this Ordinance, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

CHAPTER ___ EMERGENCY MANAGEMENT

SECTION 1. AUTHORITY

Pursuant to NCGS 166A-19 and Chapter 153A, and other applicable law, Caldwell County hereby establishes this Ordinance.

SECTION 2. INTENT AND PURPOSE

(a) The Office of Emergency Management exists to ensure the complete and efficient utilization of all resources of the County in the event of Disaster.

(b) The Office of Emergency Management is the coordinating agency for all activity in connection with emergency management within the County; and will be the agency through which the Board exercises its authority and discharges its responsibilities during states of disaster or local emergency.

(c) This Chapter does not relieve any County department or agency of the responsibilities or authority given to it by State law or by local ordinance, nor will it adversely affect the work of any volunteer agency organized for relief in disaster situations.

(d) This Chapter shall not abridge or modify the authority of the Governor or his or her delegates to implement emergency measures during declared states of disaster.

(e) The Office of Emergency Management is the central coordinating agency for activities and programs relating to emergency and disaster mitigation, preparedness, response and recovery among agencies and officials of the County and with similar agencies and officials of other counties, the state and federal agencies, the City of Lenoir, the Towns of Granite Falls, Hudson, Sawmills, Cajahs Mountain, Gamewell, Village of Cedar Rock, and with other private and quasi-official organizations.

SECTION 3. DEFINITIONS

The following definitions shall apply in the interpretation of this Chapter unless the context clearly indicates or requires a different meaning:

Attack means a direct or indirect, actual, or threatened, assault against the County, its government, or its environs, or against the State or nation, by the forces of a hostile nation or the agents thereof, including but not limited to assault by bombing, conventional, radiological, or nuclear, chemical, or biological warfare, sabotage, cyber-attack or other impending or actual calamity.

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

Disaster means an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made accidental, military, or paramilitary cause.

Emergency means any man-made disaster including any condition following an attack by an enemy or foreign nation upon the United States resulting in substantial damage or property or injury to persons and may include the use of bombs, missiles, shell fire, or nuclear, radiological, chemical, or biological means or other weapons or by overt paramilitary actions; terrorism, foreign and domestic; cyber incidents; and any industrial, nuclear, or transportation accident, explosion, conflagration, power failure, resources shortage, or other condition such as sabotage, oil spills, and other injurious environmental contaminations that threaten or cause damage to property, human suffering, hardship, or loss of life; and any natural disaster including any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, communicable disease of public health threat, or other natural catastrophe resulting in damage, hardship, suffering or possible loss of life; and otherwise as defined in NCGS 166A-19.3(6), or other applicable statutes.

Emergency Management means the governmental function which coordinates and integrates all activities to build, sustain, and improve the capability to prepare for, protect against, respond to, recover from, or mitigate against threatened or actual natural disasters, acts of terrorism or other man-made disasters. This includes plans and preparations for minimizing the adverse effect of any kind of Disaster, including prevention, mitigation, warning, response, movement, shelter, emergency assistance and recovery. Any activity that is the primary responsibility of the military forces of the United States is not included.

Emergency Management Forces means the employees, equipment, and facilities of all County departments, boards, councils, and institutions, acting in further in furtherance of the purposes of this Chapter and includes all volunteer personnel, equipment and facilities contributed by or obtained from volunteer persons or agencies while acting in the capacity of emergency management volunteers.

Emergency Management Volunteer means any County or agency contributing a service, equipment, or facilities to an emergency management agency without remuneration and assigned to participate in the emergency management activity.

Hazardous Materials means any material defined as a Hazardous Substance in 29 CFR 1910.120.

Hazardous Materials Incident or Hazardous Materials Emergency means an uncontrolled release or threatened release of a hazardous material requiring assistance to contain, control and clean up the release.

Incident Command System (ICS) means the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in domestic incident management activities.

Mutual Aid Agreements means written agreements between the County and other governments or entities, including, but not limited to, the furnishing or exchange of such supplies, equipment, facilities, personnel, and services as may be needed; the reimbursement of costs and expenses for equipment, supplies, personnel, and similar items; and on such terms and conditions as deemed necessary.

National Incident Management System (NIMS) means a system prescribed by the Department of Homeland Security under the direction of Presidential Directive #5 which strengthens response capabilities through a balance between flexibility and standardization, and use of common doctrine, terminology, concepts, principles, and processes. The purpose of NIMS is to provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

NCGS means the North Carolina General Statutes.

Regulations means plans, programs, and other emergency procedures deemed essential to emergency management.

Responsible Party means a person or entity who directly or indirectly causes the release of a hazardous material, creating a hazardous materials incident, and who shall be liable for all reasonable costs incurred in responding to and mitigating the incident. If the Responsible Party cannot be determined or is unable to pay, the owner of, or person in possession of, hazardous materials at the time of the incident is liable for the costs.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

SECTION 4. ORGANIZATION AND APPOINTMENTS

(a) Emergency Management consists of the following:

1. The Office of Emergency Management within the Emergency Services Department of County Government, under the direction of the Board, through the County Manager, as authorized by NCGS 166A-19.15. The Emergency Manager works through the Director of Emergency Services.

The assistants and other employees as are deemed necessary by the Board for the proper functioning of the agency shall be appointed.

2. The employees and resources of all County departments, boards, institutions, and councils. The same shall participate in the emergency management activities. Duties assigned to the County departments shall be the same as or like the normal duties of the departments, where possible.

3. Volunteer personnel and agencies offering service to and accepted by the County.

(b) The County Manager shall appoint an Emergency Manager who is well versed and trained in planning operations involving the activities of many different agencies which will operate to protect the public health, safety, and welfare in the event of Disaster.

(c) The Emergency Manager designates deputy managers to assume the emergency duties of the Emergency Manager in the event of absence or disability.

SECTION 5. EMERGENCY POWERS AND DUTIES

(a) The Emergency Manager shall promulgate local emergency management plans and must be approved by the Board, and which are activated whenever a local state of emergency is declared by the Board or Chair pursuant to local ordinance and NCGS 166A-19, or when the Governor of the State declares a state of disaster in all or any part of the County. The local programs and plans must be in accordance with the policies and standards set by the State.

(b) During states of declared disaster or local emergency, the Board may delegate to the Emergency Manager the power to implement additional plans as are necessary for the efficient administration of state or federal disaster plans and for the preservation of public health, safety, and welfare.

(c) During states of declared disaster or local emergency, the Emergency Manager is authorized to utilize all available County resources as reasonably necessary to cope with an emergency, including the transfer and direction of personnel or functions of County agencies for the purpose of performing or facilitating emergency services in consultation with the County Manager or designee.

SECTION 6. EMERGENCY MANAGER DUTIES AND RESPONSIBILITES

(a) The Emergency Manager shall report to the Board, through the Emergency Services Director and County Manager, regarding all phases of emergency management activity. The Emergency Manager is responsible for the planning, coordination, and operation of emergency management activities in the County. The Emergency Manager shall maintain communication with the state and federal

authorities and the authorities of nearby political subdivisions to ensure the most effective operation of the emergency management plans.

(b) No person shall be employed or associated in any capacity in any emergency management agency established under this Chapter if the person:

1. Advocates or has advocated a change by force or violence in the constitutional form of the government of the United States; or

2. Advocates or has advocated the overthrow of any government in the United States by force or violence; or

3. Has been convicted of any subversive act against the United States; or

4. Is under indictment or information charging any subversive act against the United States.

(c) Duties of the Emergency Manager include, but are not limited to:

1. Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the County for emergency management purposes; and

2. Developing and coordinating plans for the immediate use of all facilities, equipment, manpower, and other resources of the County for the purpose of minimizing or preventing damage to persons and property; and protecting or restoring governmental services and public utilities necessary for the public health, safety, and welfare; and

3. Negotiating and concluding agreements with owners or persons in control of real property for the use of buildings and properties for emergency management purposes, pursuant to the agreements designating suitable buildings as public shelters; and

4. Educating the populace through public information programs about procedures required for the protection of its persons and property in case of disaster, as defined herein; and

5. Conducting public exercises to ensure efficient operation of the emergency management forces and to familiarize residents with emergency management regulations, procedures, and operations; and

6. Coordinating the activity of other public and private agencies engaged in any emergency management activities and implementing state disaster procedures; and

7. Negotiating agreements with other political subdivisions for mutual aid assistance, for approval by the Board, providing such agreements are consistent with the state emergency management program and plans.

SECTION 7. EMERGENCY MANAGEMENT PLANS

(a) Comprehensive emergency management plans shall be adopted and maintained by resolution of the Board. In the preparation of these plans, the services, equipment, facilities, and personnel of all existing departments and agencies shall be fully utilized. When comprehensive emergency management plans are approved, each County department or agency shall perform those functions assigned to it by these plans and always maintain a current state of readiness. The basic emergency operation plan shall have the full effect of local law whenever a State of Emergency or Disaster has been declared.

(b) Emergency Plans must describe the positions within the disaster organization, including lines of succession. In each instance, the responsible person shall designate and file, with the Office of Emergency Management, a current list of 3 people who are successors. The list must be in order of succession and designate people most capable of carrying out all duties and functions assigned to the position. The Emergency Manager will review and must concur on all changes in positions or responsibilities.

(c) Each service chief and department head designated in the basic plan is responsible for carrying out designated duties and functions. Duties include the organization and training of assigned employees and volunteers. Each chief formulates an operating procedure to implement the plan.

(d) Amendments to these plans must be submitted to the Office of Emergency Management. The Emergency Manager may submit proposed amendments and recommendations to the Board. The amendments shall take effect as provided by the Board.

(e) When a skill required for an emergency or disaster relief function is not available within local government, the Emergency Manager is authorized to seek assistance beyond local government resources. Duties of a supervisory nature include implicit authority to carry out the ancillary duties necessary before and after the occurrence of an emergency or disaster for the fulfillment of functions authorized by this Chapter. Services from persons other than government employees may be accepted by local government on a volunteer basis. Such citizens are enrolled as emergency management volunteers subject to approval of the department heads or service chiefs affected.

SECTION 8. HAZARDOUS MATERIALS

(a) The intent and purpose of this Section is to establish the duties of the Office of Emergency Management related to hazardous materials emergencies. Such incidents include, but are not limited to, spills, accidents, illegal dumping, and other releases or threatened releases of hazardous materials requiring control. The Office of Emergency Management has the authority to summarily remove, abate, or remedy hazardous material emergencies within the jurisdiction of the County that are, or potentially are, a threat to public safety.

(b) In the event the County forms a Hazardous Materials Team, the Emergency Manager has the authority to designate another person to coordinate the operations of the team.

(c) Liability for a hazardous material incident lies with the Responsible Party who shall be responsible for all reasonable costs incurred in responding to and mitigating the incident.

SECTION 9. NATIONAL INCIDENT MANAGEMENT SYSTEM RECOGNITION AND COMPLIANCE

(a) The County recognizes the National Incident Management System (NIMS) and adopts the principles and policies of the NIMS to ensure the complete and efficient utilization of all the County's resources to combat disasters.

(b) NIMS principles and policies must be followed by everyone involved during emergencies to provide a comprehensive approach to incident management. The Incident Command System (ICS) is used within the NIMS framework for the handling of any large scale or hazardous materials incident.

(c) The Office of Emergency Management, with guidance from the NIMS Integration Center (NIC), is the coordinating agency for all activity in connection with NIMS.

SECTION 10. NO COUNTY OR PRIVATE LIABILTY

(a) All functions and actions related to emergency management by the County are governmental functions for the protection of public health, safety, and welfare.

(b) The County, its authorized agents and representatives and any individual, receiver, firm, partnership, corporation, association, or trustee, including agents thereof, who in good faith comply with or attempt to comply with this Chapter or rules, or regulations promulgated pursuant to the provisions of this Chapter, shall be liable for the death of or injury to persons, or for damage to property as a result of the activity.

(c) Any person owning or controlling real estate or other premises who voluntarily, and without compensation, grants to the County the right to inspect, designate and use the whole or any part or parts of the real estate for the purpose of sheltering

persons during an actual, impending or practice disaster situation shall not be civilly liable for the death of or injury to any persons on or about the real estate under the license, privilege or permission, or for loss of or damage to the property of the persons.

SECTION 11. VIOLATIONS

Any Person violating this Chapter, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisoned for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

SECTION 12. CONFLICTING ORDINANCES, ORDERS, RULES, AND REGULATIONS SUSPENDED

Whenever a declared state of emergency or disaster exists, the provisions of this Chapter shall supersede all local rules and ordinances inconsistent therewith and to the extent permitted by applicable law.

CHAPTER ___ EMERGENCY MEDICAL SERVICES

SECTION 1. AUTHORITY

Pursuant to NCGS 153A, and other applicable law, Caldwell County hereby establishes these Ordinances for the operation of emergency medical services within its jurisdiction.

SECTION 2. DEFINITIONS

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

Ambulance means any publicly or privately owned vehicle which is specifically designed, constructed, or modified, and equipped, and is intended to be used, maintained, or operated for, transportation, of people who are sick, injured, wounded, or otherwise incapacitated.

Ambulance Advisory Committee means a committee which consists of the Caldwell County Office of Emergency Services Director, by virtue of position, and four members, who are appointed by the Board: two members in the healthcare field, and two members with EMS knowledge.

Ambulance Service means any publicly or privately owned enterprise engaged in the transportation of patients of emergency and nonemergency status to medical facilities.

Backup Ambulance Service means the system periodically staffed with personnel and equipment meeting the same criteria as Ambulance Service, which may be dispatched when the Ambulance Service is unavailable to respond.

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

Department means the NC Office of Emergency Medical Services (OEMS), which is regulated by the health service regulation assistance, a division of the North Carolina Department of Health and Human Services.

Dispatcher means an emergency telecommunicator who has completed an educational and/or training program approved by the employing agency and is credentialed by the agency, who dispatches emergency services and advises the Caldwell County Sheriff's Office, emergency medical personnel, and some police and fire departments, of any existing or threatened emergencies. The Caldwell County 911 Communication Center serves as the primary Public-Safety

Answering Point (PSAP), Lenior Police Department serves as the backup, and Burke and Catawba Counties serve as secondary PSAPs.

Emergency Medical Services (EMS) means services rendered by emergency medical services personnel responding to improve the health and wellness of the community and addresses people's needs for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with State Law to prevent loss of life or further aggravation of physiological or psychological illness or injury.

Emergency Medical Technician (EMT) means an individual who is credentialed by the Department.

Emergency Medical Technician-Advanced (EMT-A) means an individual who has been credentialed as an Emergency Medical Technician-Advanced by the Department.

Emergency Medical Technician-Paramedic (EMT-P) means an individual who has been credentialed as an Emergency Medical Technician-Paramedic by the Department.

Emergency Services Personnel means Dispatcher, EMT, EMT-A, EMT-P, emergency medical services instructor, or Medical Responder.

EMS Provider means a firm, a corporation, or association which engages in Emergency Medical Services within the rules and regulations of the Department.

First Responder means the first dispatched medical or rescue aid to arrive at the scene and provide emergency medical assistance to stabilize a Patient while waiting for further medical aid and/or transport.

Franchise means a permit issued by the Board to a corporation or other legal entity for the operation of an Ambulance Service.

Franchisee means any corporation or other legal entity having been issued a franchise by the Board for the operation of an Ambulance Service.

License means any driver's license or permit to operate a motor vehicle issued under or granted by State Law.

Medical Responder means an individual who has been credentialed as a medical responder by the Department.

NCGS means the North Carolina General Statutes.

Nonemergency Transportation Service means the operation of an Ambulance for any purpose other than an emergency.

Office of Emergency Services means the County's office of emergency services. The emergency services director serves as the department director and the department's mission is to develop and maintain a comprehensive emergency management program to reduce or eliminate the vulnerability of citizens to natural and/or manmade hazards and respond quickly and appropriately to emergencies.

Operator means a person in actual physical control of an Ambulance in motion or has the engine running.

Owner means a person or legal entity, authorized to do business in the State by the Secretary of State or is a political subdivision of the State, which owns and operates an Ambulance Service.

Patient means an individual who is sick, injured, wounded, or otherwise incapacitated and needs medical assistance.

Person means any individual, firm, partnership, association, corporation, or organization of any kind, including any government agency other than the United States.

Rescue means situations where the victim cannot escape an area through the normal exit or under their own power.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

SECTION 3: INSPECTIONS TO ENSURE COMPLIANCE

The County may inspect a Franchisee's records, premises, and equipment at any time to ensure compliance with this Chapter and any Franchise granted under this Chapter. Any Franchisee shall also comply with any inspections requested by a state or federal agency.

SECTION 4: PERMITS, CERTIFICATIONS AND EXEMPTIONS

(a) No Person shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or nonemergency transportation of Patients within the County unless the Person holds a valid permit for each Ambulance used in such business or service issued by the Department and has been granted a

Franchise for the operation of such business or service by the Board pursuant to this Chapter.

(b) No person shall drive an Ambulance, attend to a Patient in one, or permit one to be operated when transporting a Patient within the County unless they hold a current, valid certification issued by the State.

(c) No Franchise is required for:

1. An entity rendering assistance to a franchised Ambulance Service, upon request, when the services franchised by the Board are insufficient or unable to cope, in the event of a major catastrophe or emergency.

2. An entity operating from a location or headquarters outside the County which passes through the County for the purpose of transporting Patients from outside the County to facilities outside the County, or transporting Patients picked up outside the County to facilities within the County. No such entity shall pick up Patients within the County for transporting to locations within the County, or other locations, unless the entity is rendering County authorized assistance.

SECTION 5: APPLICATION

Application for a Franchise to operate an Ambulance Service in the County must be made upon County forms and shall include:

(a) The legal name and address of the applicant and the owner of the Ambulance Service, including registration, and authorization to do business in NC, as determined by the NC Secretary of State's office.

(b) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy, filed with the Caldwell County Register of Deed's Office, of an assumed name certificate.

(c) A resume of the training and experience of the applicant in the transportation and medical care of patients.

(d) A description and copy of state certification for each Ambulance owned and operated by the applicant.

(e) The location and description of the places from which the applicant intends to operate.

(f) An audited financial statement of the applicant as it pertains to the operations in the County, if requested by the County. The financial statement must include all details required by the County.

(g) A full description of the type and level of service to be provided, including the location of the places from where the applicant intends to operate, the process for obtaining assistance, and how the vehicles will be dispatched.

(h) Any other information the County deems necessary for a fair determination of the capability of the applicant to provide Ambulance Service in the County in accordance with State Law and this Chapter.

(i) A full description of how each component listed in the North Carolina Administrative Code is being accomplished.

SECTION 6: GRANTING

(a) Prior to accepting applications for the Franchise to operate Ambulances in the County, the Board may designate specific service areas of franchise districts. The districts will be established using criteria which include geographic size, road access, the location of existing medical transportation services, population, and response time. The Board has the authority to establish, rearrange, or dissolve districts at any time, at its discretion, in accordance with State Law.

(b) An applicant may apply for a Franchise to operate emergency transportation, nonemergency transportation, rescue, or first responder services. Each type of service requires a separate application. If more than one type of service is to be provided, separate applications must be filed for each type. The Board has sole discretion to require an applicant to operate some or all the services, regardless of the services the applicant offered within the application.

(c) Upon receipt of an application for a Franchise, the Board will schedule a time and place for hearing the applicant(s).

(d) A Franchise may be granted if the Board finds:

1. Public convenience and necessity require the proposed Ambulance Service and a need exists for the proposed service to improve the level of Ambulance Service available to residents of the County, and the Franchise is a reasonable and cost-effective manner to meet the need.

2. Each Ambulance of the applicant is permitted by OEMS.

3. Only State credentialed EMTs, EMT-As, and EMT-Ps are employed to provide Ambulance Service.

SECTION 7: TERM SUSPENSION, REVOCATION OR TERMINATION

(a) A Franchise issued pursuant to this Chapter is valid for a term to be determined by the Board, provided either party, at its option, and without cause, may terminate the franchise upon six months prior written notice to the other party subject to the terms of a contract. After a notice of service termination is given, the Ambulance Service must reapply for a Franchise if continued service is desired.

(b) Upon suspension, revocation or termination of a Franchise granted pursuant to this Chapter, the franchised Ambulance Service shall immediately cease operations. Upon suspension, revocation, or termination of EMT, EMT-A, or EMT-P's credentials or driver's license, such person shall immediately cease to drive an Ambulance or provide medical care.

SECTION 8: STANDARDS GENERALLY

(a) Each franchised Ambulance Service shall always comply with the requirements of this Chapter, the terms of the Franchise agreement granted pursuant to this Chapter, the health, sanitation, safety, equipment and Ambulance design, and local and State Law.

(b) Assignment of a Franchise permit or agreement is prohibited unless approved by the Board in writing in advance of such assignment.

SECTION 9: STANDARDS FOR VEHICLES AND EQUIPMENT

At all times vehicles and equipment shall be maintained and in compliance as required by State Law and permitted by the Department.

SECTION 10: STANDARDS FOR COMMUNICATIONS

(a) Each Ambulance or rescue vehicle designed for on-road use must be equipped with an operational 2-way radio capable of establishing good quality voice communications from within the geographic confines of the County to each hospital(s) emergency department in the County in which the Ambulance is based, all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere in the state, and to the emergency services dispatching agencies within the County.

(b) Each Franchisee must maintain current authorizations of FCC licenses for all frequencies, equipment, and radio transmitters it operates. Copies of all authorizations and licenses must be on display and available for inspection according to FCC rules and regulations.

(c) Each base of operations must have at least one telephone landline and telephone numbers registered with each law enforcement agency and communications center in the County.

(d) Nonemergency transportation service may be dispatched by the County dispatch center or in any manner approved by the Board.

SECTION 11: INSURANCE

(a) No Ambulance Franchise shall be issued under this Chapter, nor shall such Franchise be valid after issuance, nor shall any Ambulance be operated in the County unless there is, at all times, in full force and effect occurrence-based insurance coverage issued by an insurance company licensed to do business in North Carolina, for each and every Ambulance owned and/or operated by or for the Ambulance Service providing for the payment of damages as follows:

1. Commercial general liability, medical professional liability, employment practices liability, and errors and omissions. For each respective policy, coverage shall extend to all EMTs, EMT-As, EMT-Ps, first responders, medical director(s), assistant medical directors, and all staff of the Ambulance Service franchise and include minimum limits of $2,000,000 per occurrence with a $4,000,000 annual policy aggregate.

2. Business auto coverage with a minimum limit of $2,000,000 with a combined single limit for bodily injury liability and property damage liability. This coverage shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicle.

3. Management or directors' and officers' liability coverage shall include at least minimum limits of $1,000,000 per claim and a $2,000,000 aggregate.

4. Umbrella liability coverage shall include at least a minimum limit of $3,000,000 per occurrence. Coverage shall be in excess over the underlying business auto coverage, commercial general liability coverage, and employers' liability coverage.

5. Workers' compensation coverage shall extend to all paid and volunteer members as required by law, and in amounts required by State Law.

(b) A franchisee must annually supply a certificate of insurance for all requirements contained within this Section. Additionally, Franchisee must immediately notify the Board if Franchisee's insurance lapses, or is otherwise suspended, voided, canceled, or reduced in coverage or in limits for any reason.

(c) A franchisee shall indemnify, defend, and hold harmless the County for everything under this Chapter.

(d) A franchisee must name the County as an additional insured on a primary basis for all policies required in this Chapter. Waiver of Subrogation shall be issued in favor of the County with respect to all policies as required by this Chapter.

(e) A franchisee's insurance shall be considered primary for losses which occur as a direct result of actions attributable to Franchisee. Further, Franchisee's insurance shall cover the County for any liability arising out of the activities performed by or on behalf of Franchisee, including products or completed operations of Franchisee; or automobiles owned, leased, hired, or borrowed by Franchisee. This coverage cannot contain any special limitations as to the scope of the protection afforded to the County, its elected officials, officials, officers, employees, agents, or volunteers.

(f) Any insurance maintained by the County shall be in excess of the Franchisee's insurance.

(g) Failure to comply with any portion of this Section may result in immediate termination of the Franchise upon written notice to the Franchisee by the County.

SECTION 12: FRANCHISE RECORDS

Each Ambulance Franchisee shall maintain the following records:

(a) Record of dispatch. Records shall show the time a call was received, time personnel dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

(b) Trip record. The trip record must provide the Patient with a copy containing all required information. A copy of the trip record may serve as a receipt for any charges paid.

(c) Biweekly checklists. There shall be a minimum of biweekly driver and attendant checklists of contents and equipment of each vehicle and organization signed by the individuals verifying vehicle operation and equipment.

SECTION 13: RATES AND CHARGES

(a) Each Franchisee must submit a schedule of rates to the Board for approval and shall not charge more or less than the approved rates without prior written authorization of the Board.

(b) No Ambulance Service shall attempt to collect rates on calls for service until the Patient:

1. Has reached the point of destination, received medical attention and is in a condition, deemed by the physician, fit to consult with the Ambulance Service. The Ambulance Service may attempt to secure guarantee of payment with the Patient's family or guardian once the Patient is in the process of receiving medical attention; or

2. Refuses to be transported to a medical facility to receive additional medical attention after the Patient received medical attention from the Ambulance Service.

(c) A Patient may be required to pay for transportation to a nonemergency facility in advance of the Ambulance trip only for nonmedically necessary transports.

SECTION 14: EMERGENCY MEDICAL SERVICES MUTUAL AID

(a) To promote and improve safety, the County uses emergency medical services from other jurisdictions when possible.

(b) Nothing in this Section shall be construed to require the County or its departments or agents to be responsible for the payment or collection of emergency medical services provided within any other county other than the County, except a county requesting mutual aid in a disaster should make provisions to reimburse the County, expenses incurred, as a result of the disaster response.

(c) The County must authorize mutual aid to surrounding counties for the use of the County gas pumps for emergency vehicles coming through the County when private gas stations are closed. The County shall be reimbursed for such costs.

SECTION 15: PENALTIES

Any Person violating a provision of this Chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

CHAPTER ___ FIRE AND LIFE SAFETY

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 143, 153A, and 160D, and other applicable law, Caldwell County hereby establishes these Ordinances.

SECTION 2. PURPOSE

The purpose of this Chapter is to establish a program for the prevention of fires and the protection of life and property in Caldwell County from the damage caused by uncontrolled fire and other conditions which are otherwise dangerous to human life, public welfare, or structural integrity of a building or structure. This Chapter incorporates the North Carolina State Building Codes as law for Caldwell County; prescribes and enforces regulations in a manner consistent with the laws of North Carolina and generally recognized practices for fire prevention; defines the duties of the Caldwell County Fire Marshal; defines and implements the powers and duties of Caldwell County and the Fire Marshal in the investigation and prevention of fire and the enforcement of the North Carolina Fire Prevention Code; and prevents interference with firefighting and fire prevention activities.

SECTION 3. DEFINITIONS

The definitions outlined in NC Building Code, which are not expressly set forth in this Chapter, shall apply to and are incorporated by reference into this Chapter.

The following words, terms and phrases, when used in this Chapter, shall the meanings ascribed to them in this Section, except were the context clearly indicates a different meaning:

Administrative Code & Policies, North Carolina means a document adopted by the NC Building Code Council, intended to provide for administration and enforcement of the NC Building Code and enforced by Code Officials legally authorized to practice such enforcement and employed by Caldwell County Government. The Administrative Code & Policies are incorporated by reference into the North Carolina Building, Accessibility, Plumbing, Mechanical, Electrical, Fire Prevention, Fuel Gas, Energy Conservation, Existing Buildings, Rehabilitation, and Residential Code, hereinafter referred to collectively as the Technical Codes; and are intended to provide for the administrative aspects of each.

Alteration means a reconfiguration or addition to an existing building system, equipment, or components regulated by the NC Building and Technical Codes to meet a new or specific objective for code compliance.

Approved means acceptable to the code official for compliance with the provisions of the

applicable code or referenced standard.

Board means the Caldwell County Board of Commissioners.

Building Official means the public officer appointed as the Caldwell County Building Official and authorized assistants, deputies, agents, and/or designees.

Compliance Inspection means a follow-up, or subsequent inspection, conducted by the appropriate Code Official to verify code compliance of a specific violation discovered during an inspection.

County means Caldwell County, North Carolina.

Fire Chief means the chief officer of the Fire Department serving the fire district or their authorized representative.

Fire Code Official means the Fire Chief or authorized representative charged with the administration and/or enforcement of the NC Fire Prevention Code.

Fire Department means any organization or agency which provides fire protection, public education, fire prevention, emergency medical care, and rescue services within Caldwell County.

Fire District means a designated boundary established by Caldwell County, where fire protection, public education, fire prevention, emergency medical care, and rescue services are provided for by a specific Fire Department within the district.

Fire Marshal means the Caldwell County Fire Marshal and authorized representatives.

Good Cause means adequate or substantial grounds or reason to permit a particular action based on specific information.

High-Piled Combustible Storage means storage of combustible materials in closely packed piles or combustible materials on pallets, racks, or shelves where the top of storage is greater than 12 feet in height. High-piled combustible storage also includes certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets, and similar commodities, where the top of storage is greater than 6 feet in height.

Imminent Danger/Threat means any condition existing within a building or structure, or within a space within a building or structure, posing a dangerous or threatening condition or situation that, if not immediately corrected, could result in an event which could lead to severe harm or death.

Modification means the redesign or replacement of existing building systems, equipment, or components regulated by the NC Building and Technical Codes to current or modern standards and requirements.

NCGS means the North Carolina General Statutes.

Notice of Violation means a written document detailing a list of violations associated with a specific building, structure, or premises resulting from an inspection.

NC Building Code means the current editions of the NC State Building Code, NC State Residential Code, NC State Plumbing Code, NC State Mechanical Code, NC State Fuel Gas Code, NC State Energy Conservation Code, National Electrical Code, NC State Building; Existing Building Code, NC State Building; Fire Code, and State of NC Regulations for Manufactured Homes.

Occupant means a person who, by legal contract with an owner of a building, structure, or property, occupies a specific building structure, property, or space within for the purpose of operating a business or other occupation.

Occupancy Classification means every building or structure, and any portion thereof which is classified based on its primary function or use into one of the occupancy groups, or subgroups in accordance with the NC State Building Code.

Owner means any individual, corporation, firm, partnership, association, organization, and/or any other group acting as a unit holding legal title to any structure and/or premises with or without accompanying actual possession thereof, including an authorized agent or attorney, purchaser, devisee, fiduciary and any person having a vested or contingent interest in the premises.

Periodic Inspection means any inspection scheduled according to the outlined inspection schedule in the NC Fire Prevention Code per occupancy classification.

Permit Applicant means a person applying for a permit through the procedures required by the Code Official.

Permit Holder means a person who is appropriately credentialed and/or is legally responsible for any actions specifically designated on a permit.

Permit Scope means the specifically approved actions, work, or operations covered by a permit issued for a permit-required construction or operation.

Permit Type means a specific permit category in accordance with the NC State Building Code.

Plan of Action means a written plan submitted by the responsible party stating in detail the actions to be taken to correct violations found during an inspection including specific timeframes and/or dates for completion.

Re-occurring Violation means a specific violation of the NC Building Code, found to be

consistently occurring, within the same building, structure, or property where a prior Notice of Violation has been given for same.

Responsible Party means an individual, including heirs, executors, administrators, assigns and personal representatives of the individual, and/or a firm, partnership, corporation, governmental agency or other legal entity and successors, assigns, and agents of such individuals or entities who control a property through ownership, lease, occupancy and/or other forms of possession. The term shall also include a person or entity with direct or indirect control or management of a specific property.

Scope of Work means a document provided by a permit applicant or permit holder detailing the operation and/or construction project.

Self-Certification/Self-Certified means a method of proving a code violation has been corrected or remedied by providing proof through means acceptable to the Code Official.

Service System means any building system associated with providing a service to a particular building, structure, or premises, and regulated by the Technical Codes.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

Stop Work Order means a written directive issued by a code official for any building, or part thereof, which is being demolished, constructed, reconstructed, altered, or repaired in a manner in violation of local or State Law, or is in a hazardous condition, and must state what is required to correct all violations.

Technical Codes means those referred to in the North Carolina Administrative Code & Policies definition.

Unsafe Condition means structures or existing equipment that are, or could become, unsafe or deficient because of inadequate means of egress or which constitute a fire hazard or are otherwise dangerous to human life or public welfare, or which involve illegal or improper occupancy or inadequate maintenance.

Violation means a condition or situation not in compliance with the NC Building Code.

SECTION 4. JURISDICTION

This Chapter applies within the area of Caldwell County and shall be enforced within the area of Caldwell County outside of municipal corporate limits. Upon request by resolution from the governing body of any municipality within Caldwell County, the County may, but is not required to, exercise jurisdiction in such municipality for purposes of this Chapter.

SECTION 5. FIRE MARSHAL'S ADMINISTRATION OF ORDINANCE

The Board shall appoint a duly qualified Fire Marshal responsible for this Chapter's impartial administration of this Chapter.

SECTION 6. INVESTIGATION OF FIRES AND EXPLOSIONS

As authorized by NCGS 58-79-1, the Fire Marshal, or the Fire Chief of a Fire Department, shall have authority to investigate or cause to be investigated the circumstances, events, and actions leading to the ignition of a fire or to any explosion and to collect evidence and data to determine the origin and cause of any fire or explosion that occurs within the jurisdictional boundaries. The Fire Marshal may conduct fire or explosion origin and cause investigations or participate in such investigations in other jurisdictions upon request.

The Fire Chief of a Fire Department may request the Fire Marshal to conduct an origin and cause investigation for a fire or an explosion. Prior to requesting assistance from the Fire Marshal, a preliminary investigation should be made by the Fire Chief of the Fire Department to gather any critical information pertinent to the incident. The Fire Chief must report any preliminary findings to the Fire Marshal.

SECTION 7. ADDITIONAL DUTIES OF THE FIRE MARSHALL

In addition to enforcement of the provisions of this Chapter, the Caldwell County Fire Marshal shall:

(a) Advise the Board on improvements in the firefighting and training activities under the supervision and control of the County;

(b) Coordinate firefighting and training activities under the County's supervision or control;

(c) Coordinate fire prevention activities under the County's supervision or control;

(d) Assist contracted fire protection agencies in developing and improving firefighting and fire prevention capabilities;

(e) Make periodic inspections and reports of school buildings and childcare facilities as required by State Law. A Fire Marshal shall not make electrical inspections unless qualified to do so under State Law and holds a valid certificate issued by the North Carolina Code Officials Qualification Board;

(f) Perform those duties and activities as set forth in the Caldwell County Emergency Operation Plan;

(g) Perform necessary duties as it pertains to the operation of emergency management;

and

(h) Perform any other duties and activities as the Board may from time to time require of the Fire Marshal.

SECTION 8. RIGHT OF ENTRY, INSPECTION AND NC BUILDING CODE ENFORCEMENT AUTHORITY

The Fire Marshal is authorized to enter and examine any building, structure, marine vessel, vehicle, or premises, except for one- and two-family dwellings, within the jurisdiction of this Chapter pursuant to State Law.

SECTION 9. RESPONSE AUTHORITY

The Fire Marshal, Emergency Manager, or designee has the authority to respond to any incident within the jurisdictional boundaries of the County and to participate in any function or capacity necessary to ensure the mitigation of any incident as requested by the incident commander.

SECTION 10. NC STATE BUILDING AND TECHNICAL CODES ADOPTED

The County hereby adopts the NC State Building and Technical Codes. The codes, standards, and appendices referenced in the NC Building and Technical Codes shall be part of the requirements of this Chapter.

SECTION 11. COMMERCIAL BUILDING AND STRUCTURE PLAN REVIEW PROCESS

A person or entity wishing to make application for new commercial building construction, repair, alteration, change of occupancy, or addition, to an existing building; or alteration or modification of an existing building service system shall first complete and submit the required permit application along with required documentation to Central Permitting for review. Documents are reviewed for compliance with the NC Building and Technical Codes. The person making the application is the Permit Applicant and is responsible for all required submittals. The permit applicant is responsible for submitting the necessary documentation to inquire as to the extent of documentation necessary to meet code compliance per the Building and Technical Code, as required by the Code Official.

SECTION 12. REQUIRED DOCUMENTATION

(a) Based on the scope of work, the following are required on all commercial projects, for permit-required construction for a Building Permit:

1. Scope of Work;

2. Completed Commercial Plan Review Application;

3. Site Plan;

4. Structural Plan;

5. Life Safety Plan; and

6. Project Value Letter.

(b) The following are required for a permit-required construction pertaining to the appropriate Technical Codes:

1. Plumbing Plan;

2. Electrical Plan;

3. Mechanical Plan; and

4. Fire Protection Plan.

SECTION 13. PERMIT REQUIRED FOR CONSTRUCTION & OPERATIONS REGULATED BY THE NC FIRE PREVENTION CODE

An Owner who intends to conduct an operation or business or install or modify a fire protection system and independent equipment, regulated by the NC Fire Prevention Code, or to cause any such work to be performed, shall first make application to the Fire Marshal to secure the required permit.

When required by the NC Fire Prevention Code, a permit shall be issued by the Fire Marshal. Permits are issued to a single Permit Holder. The Permit Holder is responsible for all work being conducted within the permit scope. The Permit Holder must provide an application for permit, associated documentation or specifications, and any other requirements in accordance with the NC Administrative Code and Policies. When required by the Building and Technical Codes, associated permits must be applied for and issued in conjunction with the required construction or operational permits of the NC Fire Prevention Code.

(a) Operational Permits:

1. A permit application and a Scope of Work are required to be submitted for review and must detail the operation being performed. The details must be represented on the permit upon issuance and is known as the Permit Scope.

2. Each different permit-required operation in accordance with of the NC Fire Prevention Code requires separate permitting and is known as the Permit Type.

3. A separate fee shall be assessed for each different Permit Type in accordance with the Board's fee schedule.

4. Where a single building, or multiple buildings within an associated property of a single business or facility, has two or more permit-required operations of the same permit type, even though the Permit Scope may not be identical, a single permit can be issued to cover the Permit Scope for all operations provided each Permit Scope is specifically listed on the permit.

5. A permit issued for a permit-required operation remains valid until the permit-required operation is no longer within the parameters of the Permit Scope, the entity associated with the permit ceases to exist, or the entity is sold to another entity.

(b) Construction Permits:

1. Permit applications for permit-required construction must specifically detail the work being performed, and all details represented on the permit.

2. Each different permit-required construction in accordance with the NC Fire Prevention Code requires separate permitting.

3. Where a permit-required construction for a specific permit type requires work from more than one entity, each different entity must be permitted and inspected.

4. A separate application and fee are required for each permit issued when two or more permit scopes are associated with a single permit type for permit-required construction.

5. Where permit-required construction of the same permit type is required for more than one building or structure on the same lot or associated property of a business or facility, a single permit shall not be allowed to extend beyond the footprint of each independent building or structure, unless permitted by the NC State Building Code.

6. Where a single building has two or more permit-required construction projects of the same permit type but requires different design criteria and/or different acceptance criteria, a single permit is required for each additional design and/or acceptance criteria.

7. A permit holder for a new construction project must be a NC licensed contractor.

SECTION 14. ALTERATIONS & MODIFICATIONS OF EXISTING EQUIPMENT OR SERVICE SYSTEMS

Alterations or modifications to existing equipment or a Service System, regulated by the NC Fire Prevention Code, shall not commence before a permit is applied for and secured

when required. The permit holder for an existing building may be the Owner, Occupant, or Responsible Party, provided all work is performed by the appropriate, licensed entity when required by State Law and acceptable to the Fire Code Official.

SECTION 15. SUPPORTING DOCUMENTATION

Supporting documentation required for a permit must be submitted in the format and detail required by the Code Official. Drawings and specifications shall be provided to scale with sufficient clarity and detail to indicate the work's nature and character. The Code Official may require any details or documentation necessary to determine compliance. Documents may be required to be sealed by a registered design professional when required by State Law or the Code Official.

SECTION 16. COMMERCIAL BUILDING & STRUCTURE PLAN REVIEW PROCESS

All submitted applications for construction or operational permits are subject to plan review pursuant to the North Carolina Fire Prevention Code, local ordinances, state laws, and/or other regulatory documents prior to a permit being issued.

SECTION 17. APPROVAL OF PLANS

All commercial plans or plan sets are reviewed by the appropriate code enforcement official for compliance with the NC Building Code.

SECTION 18. DURATION OF PERMITS

An operational permit remains in effect until reissued, renewed, or revoked for such a time as prescribed on the permit. Permits are non-transferable, and any change in occupancy, operation, tenancy, or ownership requires a new permit. Construction permits are valid as specified in State Law or until the permitted work has passed final inspection and a Certificate of Compliance is issued.

SECTION 19. INSPECTIONS ON PERMITS

Inspections shall be conducted to verify compliance with permit-required construction and operations regulated by the NC Building and Technical Codes. The Code Official is authorized to conduct as many inspections as necessary to ensure compliance, based upon permit type and acceptance procedures.

SECTION 20. SCHEDULING INSPECTIONS

Only the Permit Holder is authorized to schedule inspections on permits. The Permit

Holder is permitted to authorize a designated representative who can schedule inspections on permits.

SECTION 21. FEES FOR INSPECTIONS

Fees shall not be assessed for initial inspections required on permits. The Code Official is authorized to assess a fee, when the Permit Holder schedules an inspection on a permit which is not ready or does not have the permitted work in compliance.

SECTION 22. CERTIFICATE OF COMPLIANCE

The Code Official issues a Certificate of Compliance when the conditions of a permit are deemed to be in full compliance and all inspections are completed.

SECTION 23. STOP WORK ORDER

When in the course of their duties, a Code Official discovers a commercial building or structure, or part thereof, is being demolished, constructed, reconstructed, altered, or repaired in a hazardous manner, or in substantial violation of a State Law or local building law or local building ordinance or regulation, or in a manner that endangers life or property, the Code Official will notify the responsible party when possible. The Code Official places a Stop Work Order in accordance with State Law. The Stop Work Order must be in writing and directed to the person doing the work and state the specific work to be stopped, the exact reasons for the stoppage, and the conditions under which the work may be resumed. Appeals to the issuance of a Stop Work Order shall be in accordance with State Law.

SECTION 24. PERIODIC INSPECTIONS FOR HAZARDOUS OR UNLAWFUL CONDITIONS

In order to preserve and protect public health, safety and welfare, and to satisfy the requirements of State Law. The County has a periodic inspection schedule, based upon the minimum frequency outlined in the NC Fire Prevention Code, to identify activities and conditions in buildings, structures, and premises posing a danger of fire, explosion, or related hazards, and conditions posing an inimical threat to human life, safety, and health.

SECTION 25. INSPECTION AUTHORITY

Under the Fire Marshal’s authority, the Fire Code Official has the authority to enter and examine any building, structure, marine vessel, vehicle, or premises, for the purpose of conducting inspections, in accordance with the NC Fire Prevention Code. The Fire Code Official is authorized to conduct inspections deemed necessary to determine the extent of compliance needed to remain in compliance with NC Building Code.

SECTION 26. EXISTING BUILDINGS

Existing buildings, structures, and premises shall be maintained to the extent required by the NC State Building Code cycle in effect when initially approved for occupancy. Changes in occupancy/use, additions, alterations, repairs, changes, or modifications to components of the means of egress, or storage features shall not be permitted unless a new permit is obtained, the permitted work inspected, and approval granted by the appropriate Code Official(s).

SECTION 27. EXISTING BUILDINGS

It shall be unlawful for a person, firm, or corporation to erect, construct, alter, repair, remove, demolish, or utilize a building, occupancy, premises, or system regulated by the NC Building Code, or cause same to be done, in conflict with, or in violation of any of the provisions of the NC Building Code and this Chapter.

SECTION 28. VIOLATIONS

If during a scheduled inspection, the Fire Code Official discovers a violation of the NC Building Code, the Code Official will prepare a written Notice of Violation. The notice must be served upon the Owner, Occupant, or the Responsible Party, and enforcement procedures followed. Hazards or violations identified during an inspection pertaining to the Technical Codes must be brought to the attention of the appropriate Code Official for remedy. Any Code Official who is authorized to practice code enforcement within the County's jurisdiction, upon receiving notification of a violation, is authorized at all reasonable hours, for the purpose of examination, to enter all buildings and premises within the jurisdiction upon presenting proper credentials. If entry is refused, an administrative search warrant will be sought.

SECTION 29. PENALTIES

(a) Criminal. Any person, contractor, firm, or corporation who violates the provisions of this Chapter shall, upon conviction, be guilty of a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

(b) Civil. When a violation constitutes an unsafe condition, as defined by State Law, the County may assess fees in accordance with State Law and the County’s fee schedule.

SECTION 30. OWNER / OCCUPANT & RESPONSIBLE PARTY

Correction and abatement of violations are the responsibility of the Responsible Party. Where an Owner or Occupant creates or permits a violation of the NC Building Code, the Owner or Occupant shall be held responsible for the abatement of such violations.

SECTION 31. COMPLIANCE WITH NOTICES OF VIOLATION

A Notice of Violation issued or served shall be complied with by the Owner, Occupant, or Responsible Party responsible.

SECTION 32. ENFORCEMENT OF VIOLATIONS OF NC STATE BUILDING CODES

(a) Violations of State Building Codes. When a violation is discovered during an inspection, the Fire Code Official provides a Notice of Violation to the Responsible Party who is responsible for repairing or remedying the violation.

(b) Correction of Violations. The Responsible Party is required to provide self-certification of corrections of any violation by a means acceptable to the Code Official. If the violation is not self-certified, and the same violation is discovered during the following scheduled periodic inspection or subsequent inspections, a civil penalty shall be assessed in accordance with State Law and the County's fee schedule.

(c) Unsafe Buildings and Conditions. If a premises, a building or structure, or any Service System, in whole or in part, constitutes a clear and inimical threat to human life, safety, or health, the Code Official shall issue orders for the Responsible Party to remedy the condition within a specified time frame. In addition, temporary alternatives may be required by the Code Official, to minimize exposure or subjection to unsafe conditions.

(d) Initial inspection. The Responsible Party is given a specific, reasonable period to repair or remedy the unsafe condition. A first compliance inspection is scheduled for a period of no less than 30 days from the initial inspection.

(e) Approved Plan of Action. The Fire Code Official has the authority to approve an extended time frame for abating a violation and/or unsafe condition. The Responsible Party must make such a written request and specify a reasonable time frame and specific measures to be enacted to meet compliance. The Responsible Party must demonstrate good cause as to the reason for the request. If approved, the plan of action must be followed, and a temporary alternative may be required by the Code Official to permit continued use.

(f) Extension of an Approved Plan of Action. The Fire Code Official is authorized to permit one extension of an approved plan of action due to extenuating circumstances, based upon proof hardship, or circumstances beyond the control of the Responsible Party.

(g) Imminent Danger and/or Imminent Threat of Danger. If an imminent threat or a dangerous condition is discovered, the building shall be evacuated immediately.

(h) Structural Hazards. Where an apparent structural hazard is caused by the faulty

installation, operation, or malfunction of any of the items or devices governed by the NC Building Code, the Fire Code Official shall immediately notify the Building Code Official.

(i) Evacuation. The Fire Code Official or the Fire Department official in charge of an incident is authorized to order the immediate evacuation of any occupied building, structure, or space within a building deemed unsafe or having hazardous conditions presenting an imminent danger to building occupants. People must immediately leave the structure or premises, and not enter until authorized to do so by the Fire Code Official or the Fire Department official in charge of the incident.

(j) Summary Abatement. Where violations of the NC Building Code are deemed hazardous to life and property, the Fire Code Official or Fire Department official in charge of an incident is authorized to abate the conditions or require the Responsible Party to abate the conditions.

(k) Service Utilities. The Fire Code Official has the authority to authorize disconnection of utility service to a building, structure, or Service System to safely execute emergency operations or to eliminate an immediate hazard constituting an imminent danger. The Fire Code Official will notify the serving utility and, when possible, the Owner, Occupant, or Responsible Party of the decision to disconnect before taking such action. When the Responsible Party is not available, or cannot be located, notification will be sent via certified mail, return receipt requested.

(l) Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof is prohibited. The Fire Code Official, upon finding any overcrowding conditions or obstructions in aisles, passageways, or other means of egress, or upon finding any condition constituting a life safety hazard, is authorized to cause the event or business to be stopped until the condition or obstruction is corrected.

SECTION 33. KEY BOXES FOR EMERGENCY ENTRY BY FIRE DEPARTMENTS

A key box conforming to UL 1037 shall be provided for: any newly constructed structure or facility; an existing structure or facility undergoing a change in use or occupancy classification; or if travel along a fire apparatus access road is restricted because of a secured doors, gates, or other type of barricade; and the associated structure of facility has a means of automatically initiating a fire department response. The location of the key box must be approved by the Fire Chief of the district in which the structure or facility is located.

SECTION 34. APPROVED WATER SUPPLY REQUIRED

Subject to the Fire Code Official's approval of an adequate water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings, or portions of buildings are constructed or changes to occupancy or use occur.

SECTION 35. LOCATION OF FIRE HYDRANTS

Public fire hydrants shall be located along an apparatus access within 1,000 feet of any newly constructed building or structure. Where a building or structure is situated on a property and is located more than 400 feet from a fire hydrant along an apparatus access, the Fire Code Official is authorized to require a private fire hydrant to be installed on the property. The installation of a public fire hydrant must be contracted with the responsible water purveyor. Where it is not feasible or possible to install a fire hydrant, the Fire Code Official is authorized to permit alternative methods of supplying water, such as a Fire Department water tanker.

SECTION 36. POSTING OF OUCCPANT LOAD IN COMMERCIAL BUILDINGS OR STRUTURES USED FOR ASSEMBLY PURPOSES

Commercial Buildings and Structures, or portions of buildings and structures with an occupancy classification as a Group A, Assembly occupancy, shall be required to post an occupant load posting, signed by a Fire Code Official. The occupant load shall be based on the interior design and layout and egress features associated with the same, notwithstanding the design occupant load required for building construction as required by the NC Building Code.

SECTION 37. FIRE DEPARTMENT CONNECTIONS

Where a building or structure has an automatic sprinkler system installed requiring a demand of greater than 0.25 over 2,500 square feet, the fire department connection shall be a Large Diameter Hose (L.D.H., Storz) connection acceptable to the Fire Chief of the department providing fire protection for that district. Fire department connections shall be located so that fire apparatuses and hoses connected to supply the system do not obstruct access to the buildings for other fire apparatuses. The location of fire department connections must be approved by the Fire Chief of the department serving that district.

SECTION 38. COUNTY FIRE PROTECTION & CONTRACTS FOR FIRE PROTECTION SERVICES

The County may do any of the following: establish, organize, equip, support, prescribe the duties of, and maintain a fire department; provide financial assistance to incorporated volunteer fire departments; contract for firefighting or prevention services with one or more counties, cities, or other units of local government or with an agency of the State government, or with one or more incorporated volunteer fire departments; and for these purposes appropriate funds. The Board may also designate fire districts or parts of existing districts and prescribe the boundaries thereof for the purpose of insurance grading, fire service districts, and response districts.

A contract pursuant to this Section shall not exceed 10 years in duration and have at

least a 180-calendar day termination provision.

Where the County is under contract with an entity for the provision of fire protection services and the entity merges or dissolves or ceases to provide fire protection services for any reason, any real or personal property purchased, in whole or in part, with funds provided by the Board, shall revert to the County for allocation for the purposes of insuring fire protection.

SECTION 39. CONSTRUCTION OR USE OF A STRUCTURE FOR FIRE PROTECTION

Prior to the use, construction, erection, relocation of any building, structure, or property as a fire department or fire station to which public funds provided through property tax assessments are utilized to secure, erect, finance, or otherwise encumber, the Fire Marshal and the NC Department of Insurance shall be consulted and be participating parties in the planning of such. The Fire Chief of the Fire District shall present such plans to the Board and receive approval prior to proceeding to bids for contract purposes.

SECTION 40. INJUNCTIVE RELIEF

As authorized by NCGS 153A-123(e), the County may enforce this Chapter through an action in the appropriate division of the General Court of Justice in the County to restrain any violation of this Chapter and to compel compliance with any provision of this Chapter. The County may seek a mandatory or prohibitory injunction and an abatement order commanding the violator to correct the unlawful condition or cease the unlawful use of the property. In any such action, the County may seek an order to direct that any building or other structure on the property which causes or contributes to or is used in any violation of this Chapter be closed, demolished or removed; that fixtures, furniture, or other movable property that causes or contributes or facilitates a violation be removed from buildings on the property; and any other action necessary to allow the property to be used in conformity with this Chapter be taken.

SECTION 41. COMPUTATION OF TIME

Neither the County nor any of its Commissioner's, agents, employees, or officers shall be liable for any damage to persons or property arising from any inspection or re-inspection authorized or required by this Chapter or from the failure to inspect or re-inspect or from the issuance or denial of a permit or the approval or disapproval of any equipment as authorized in this Chapter.

In computing any period prescribed by this Chapter for performing an act, the day of the act, or event upon which the designated period begins to run is not to be included. The last day of the period is to be included unless the last day is a Saturday, Sunday, a day recognized by resolution of the Board as a holiday for employees of the County Government, or a day on which weather or other conditions have caused the County to close its offices for the transaction of business, in which event the period to perform an act runs until the end of the

next day which is not one of the days mentioned in this sentence for which the last day of the period is not included.

CHAPTER ___ NOISE REGULATIONS

SECTION 1. AUTHORITY

Pursuant to NCGS Chapter 153A and NCGS 14-4, and other applicable law, Caldwell County hereby establishes these Ordinances.

SECTION 2. PURPOSE

This Chapter prohibits certain unusually loud, excessive, disturbing, or continuous noises which seriously disturb a person of ordinary sensibilities, or are a detriment to public health, safety, and welfare.

SECTION 3. DEFINITIONS

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

County means Caldwell County.

Board means the Caldwell County Board of Commissioners.

NCGS means the North Carolina General Statutes.

Noise means any sound or combination of sounds which, because of volume, duration or intensity annoys, disturbs, injures, harms, or otherwise endangers the comfort or peace of persons of ordinary sensibilities or negatively impacts public health, safety, and welfare. Noise includes repeated dog barking.

Person means any individual, corporation, firm, partnership, association, or other legal entity.

Sound means any disturbance of air detectable by the unaided human ear, or which produces vibrations detectable by persons of ordinary sensibilities.

Sound Amplification Device means any electronically powered, operated, or assisted device or instrument used to amplify the human voice, music, or other sound, including but not limited to, loudspeakers, audio equipment, stereos, and radios.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

SECTION 4. NOISE GENERALLY

It shall be unlawful for any Person to authorize, allow, or cause to be emitted from any property or source under their control any noise which is unreasonably loud, excessive, continuous, or disturbing, so as to frighten, pose a danger to the health, safety and welfare of, or seriously disturb any person of ordinary sensibilities who:

(a) If the noise emanates from a source located on private property, is located on other property; or

(b) If the noise emanates from a source located on a street or other public property, is located on private property or the street or other public property.

SECTION 5. PARTICULAR NOISE

Without limiting the generality of Section 4, the following acts are specifically declared to be unlawful and a violation of this Chapter:

(a) The blowing of a horn on any motor vehicle except when the horn is used as a warning device.

(b) The operation of any motor vehicle or any engine without a muffler, or with a muffler so defective or so designed that the vehicle emits an unusually loud noise.

(c) The operation of a motor vehicle which creates unusual noises through the screeching of tires or racing of engines.

(d) The operation of a motor vehicle so loaded or so out of repair or is operated in such a manner as to create loud grating, grinding, rattling, backfiring, or similar noises.

(e) The use of any mechanical device operated by compressed air unless the noise created is effectively muffled and reduced.

(f) The excavation, erection, demolition, alteration, or repair of any building in any area not zoned for commercial or industrial use at any time other than between the hours of 7:00 am and 6:00 pm on weekdays and Saturdays, except in case of urgent necessity in the interest of public safety.

(g) The keeping of any animal or bird which causes frequent, habitual, repeated, or excessive noise.

(h) The discharging of squibs, firecrackers, gunpowder, or other combustible substances without a permit issued by the County fire marshal's office.

(i) The discharge of all manner of firearms is prohibited between the hours of 11:00 pm and 7:00 am, except as required in the hunting and taking of animal prey or in the defense of person or property, so long as the discharge is in conformance with all other laws.

(j) The playing or use of any sound amplification device, television, or any musical instrument, so as to unreasonably disturb the comfort, quiet or repose of persons in any place of residence or so as to interfere substantially with the operations of any church, school, theater, library or other similar place of assembly.

(k) The use of any sound amplification device, musical instrument, or other device for the purpose of attracting attention by the creation of noise to any performance, show, sale, display, advertisement or merchandise, or other commercial venture.

(l) Operation of garage or service station machinery or equipment between the hours of 11:00 pm and 7:00 am except where such activity is being operated in conformity with the County's zoning ordinance.

(m) Operation of construction machinery or equipment between the hours of 11:00 pm and 7:00 am.

(n) Operation of lawn mowers or other power-operated domestic tools out-of-doors between the hours of 11:00 pm and 7:00 am.

SECTION 6. EXCEPTIONS

The following are excepted from the applications of Sections 4 and 5 of this Chapter:

(a) Noise or sound emanating from scheduled outdoor, school-sanctioned athletic events.

(b) Noise or sound of safety signals, warning devices, emergency pressure relief valves or church bells, provided the church bells are not sounded for more than five minutes in any hour.

(c) Noise or sound emanating from properly equipped aircraft operated in accordance with applicable federal rules and regulations.

(d) Noise or sound emitted from any authorized emergency or public safety vehicle.

(e) Noise or sound emanating from parades, street fairs, festivals or similar events which are conducted, sponsored, or authorized by the County or a municipality.

(f) Noise or sound from railroad operations.

(g) Noise or sound emanating from farm equipment.

SECTION 7. NOISE COMPLAINT PROCEDURE

A Person with reasonable grounds for believing a provision of this Chapter is being violated may make a report to the County Sheriff's Office. The investigating officer may issue a criminal citation.

SECTION 8. PENALTIES

Any Person violating a provision of this Chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

CHAPTER ___ RACETRACKS AND DRAG STRIPS

SECTION 1. AUTHORITY

Pursuant to NCGS Chapters 130A and 153A, Caldwell County hereby establishes this Ordinance.

SECTION 2. DEFINITIONS

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

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

NCGS means the North Carolina General Statutes.

Person means any individual person, corporation, partnership, association, or legal entity.

Race Vehicle means any motorized vehicle, including but not limited to, cars, trucks, motorcycles, or go-carts, used for racing.

Racetrack means a track for racing Race Vehicles.

Drag Strip means a straight track or section of road for racing.

SECTION 3. LIMITED TIMES OF OPERATION

(a) Hours of Operation. It shall be unlawful for any Person to operate, or to permit or allow any other Person to operate, any Race Vehicle, whether or not the Race Vehicle is engaged in speed competition with any other Race Vehicle, and including testing, practicing or otherwise running the motor of any Race Vehicle designed to engage in racing or speed competition on the premises of any Racetrack or Drag Strip in the County, except during the following times:

1. The months of March, April, May, June, July, August, September, and October, and the first full weekend in November; and

2. Thursdays, Fridays, and Saturdays; provided, however, no Racetrack or Drag Strip may operate on more than 2 of the permitted days in any one week; and

3. Between the hours of 12:00 pm and 9:00 pm on one of the 2 permitted days of operation each week, and between the hours of 12:00 pm and 11:00 pm on the other permitted day of operation each week.

(b) This Section is intended, and shall be construed, to apply only to commercial Racetracks and Drag Strips determined by engagement in one of more of the following practices: charging admission for spectators; awarding prizes to participants either by trophies, money or things of monetary value; selling food, drink, t-shirts, or other items; having seating for spectators; using the services of track officials; and/or intending to make money for the owner and/or operator of the Racetrack or Drag Strip. This Section is not intended, and shall not be construed, to apply to those venues constructed by, or for one or more individuals on their property consisting of circular tracks, jumps or mounds of dirt used for recreational activity such as 4-wheelers, off-road bikes and motorcycles, go carts, and other all-terrain vehicles which are used exclusively for any family members, neighbors and friends, and which do not engage in any of the activities described above.

SECTION 4. OPERATION AT TIMES NOT AUTHORIZED

The Board is authorized to grant, upon application, a permit to allow a Racetrack or Drag Strip to operate at specified date(s) and times not otherwise permitted by this Chapter, subject to the following limitations and considerations:

The application and permit must specify the date(s) and beginning and ending times of the event.

(a) Applications for all requested permits for any one year must be submitted to the Board at the same time.

(b) An application for a permit may include a requested rain date in case the event cannot be held on the primary requested date due to inclement weather.

(c) In determining whether to grant the permit, the Board may consider the following:

1. The nature of the proposed activity;

2. Previous experience with the applicant;
3. The time and duration of the proposed event;

4. Other activities in the specified geographical area at the same time as the proposed activity which could be disturbed by the proposed activity;

5. The cultural or social benefit of the proposed activity;

6. The economic benefit to the community;

7. Any economic hardship on the applicant if the permit is denied or on others if it is allowed;

8. The effect of the activity on residential areas;

9. Any previous violations of this Chapter by the applicant; and

10. Any objections raised by neighbors potentially affected by the activity.

(d) Any violations of the conditions of an issued permit are a violation of this Chapter.

(e) Permits are subject to the following limitations:

1. No more than 4 permits will be issued in any calendar year for any Racetrack or Drag Strip.

2. 3 of the 4 permits shall be issued for 1 day only.

3. One of the 4 allowable permits may be issued to accommodate a special event for 3-4 consecutive days, as follows: It may be issued to allow practice on a Thursday and racing on Friday and Saturday. This permit may conditionally allow racing on Sunday, with no firing of engines, warm-up or racing to begin earlier than noon on Sunday, and only if all racing on either Friday or Saturday is canceled because of inclement weather.

SECTION 5. PENALTIES

(a) Criminal Penalties. Any Person(s) violating this Chapter, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisoned for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

(b) Civil Penalties. Any violation under the provisions of this Chapter subjects the offender to a civil penalty assessed by code enforcement. The penalty is in addition to the costs incurred by the County to correct violations of this Chapter. The penalty for a first violation of this Chapter shall be $250.00. The penalty for second and subsequent violations of this Chapter by the same Person shall

be $500.00 per violation. Each occurrence of a violation shall be treated as a separate offense. Civil penalties must be paid in full within 10 days after service of the citation.

(c) Equitable Remedies. This Ordinance may be enforced by equitable remedies, including, but not limited to, those in accordance with NCGS 153A-123 and 153A-140.

CHAPTER ___ PUBLIC WATER SYSTEM

SECTION 1. AUTHORITY

Pursuant to NCGS Chapter 160D, and other applicable laws, Caldwell County hereby establishes this Ordinance.

SECTION 2. APPLICABILITY

This Ordinance shall apply to the public water system owned, operated, and maintained by Caldwell County.

SECTION 3. DEFINITIONS

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

Application for Service means a written County application submitted by the prospective User to the Water Department prior to paying any fees and connecting to the water system.

Board means the Caldwell County Board of Commissioners.

Building Connection means any privately-owned water line which extends from the County-owned, operated and maintained service connection, interconnected with the service connection and capable of being used by a Customer for water service.

County means Caldwell County, North Carolina.

Cross-Connection means a connection from the County Water System carrying potable public water to any secondary system, the water supply source of which is distinct from and unrelated physically to that of the potable public supply. Cross-Connection shall also be defined as any connection from an authorized metered-service line of a water user to the plumbing system of an unauthorized user, as well as private wells and natural springs, the purpose of which is to evade the legitimate processes for obtaining water.

Customer, Consumer or User means the actual user of record, on the billing account, of the water service.

Development means a portion of land, including any land from single-family property to a subdivision, which is being improved to the extent water service is desirable.

Disconnection of Service means the stoppage of water service to a property as a result of a request by a Customer for stoppage, or for any other reason set forth in this Chapter. Disconnection of Service may be accomplished by removal of water

service connection or by locking, sealing, capping, or other action to affect water service connection.

Fire Service Connection means the portion of the water line beginning at the water main and terminating at the edge of the street right-of-way, the purpose of which is the provision of fire protection.

Fixture Unit Demand means the amount of water required to properly operate the water fixtures installed in the plumbing system of the structure.

NCGS means the North Carolina General Statutes.

Oversized Mains means a water main which is sized larger than required for servicing future demands.

Owner means the Person holding legal title to the serviced premises.

Person means any individual, corporation, firm, partnership, association, or other legal entity.

Petition means a written request on a County form submitted by the prospective users to the Water Department requesting water services be extended to their properties.

Plumbing means all pipes, fittings, and appurtenances interconnected with the delivery side of service connection, beginning at the public right-of-way, and extending to, and including, all structural plumbing, the purpose of which is the delivery of water.

Plumbing Inspector means a duly authorized employee or agent of the County, delegated with the responsibility for ensuring building connections are installed in compliance with NC building codes.

Public Water Line means a water line, installed, or acquired, owned, operated, and maintained by the County.

Publicly Dedicated Easement means a portion of land across private land, on which the Owner has given written permission for the County to install, operate, and maintain a public water line.

Reconnection Fee means a non-refundable fee charged by the County for restoration of service to a property where a disconnection of service has occurred, and where no transfer of service from one Customer to another is involved.

Reconnection of Service means any action by the County to restore water service to a property where service has been disconnected.

Renter means any Person occupying a property, other than the Owner.

Service Line means the water line from the distribution main to the meter box, and other appurtenances installed, owned, operated, and maintained by the County.

State Law means the laws, regulations, and rules of North Carolina.

Subdivision means the division of a tract of land into 2 or more lots in compliance with the County's Unified Development Ordinance.

Transfer of Service Fee means a non-refundable fee charged for the transfer of a billing account for water service from one Customer's name to another, regardless of whether a physical reconnection of the service is involved.

Water Service Connection (TAP) means all County-owned, operated and maintained appurtenances, including the service line, meter and/or curb box, and metering appurtenances, the purpose of which is the delivery of water service from the County's water system to a Customer.

SECTION 3. FACILITY LOCATION

No water facilities shall be installed and accepted for ownership and maintenance by the County unless they are in a dedicated public right-of-way, dedicated public street, or dedicated public easement.

SECTION 4. OWNERSHIP OF WATER FACILITIES AND APPURTENANCES

All water facilities and appurtenances, when installed or accepted by the County, shall become, and remain the property of the County; and no person, by payment of a charge or fee, or by any construction of facilities accepted by the County, may acquire any interest or right in any of these facilities or any portion thereof, other than for the privilege of having property connected for water service.

SECTION 5. RIGHT TO REFUSE SERVICE

(a) The payment of any costs or fees, the submittal of any petition or any other act of requesting water service does not guarantee the commencement of service. The County has the right to refuse to extend service upon any reasonable grounds; specifically, for any use considered detrimental to the water system, nonpayment of required fees, or in the sole determination of the County it is not economically feasible to do so.

(b) The County has the right to refuse service to any Person who was a previous Customer of the County water system, with an unpaid balance remaining on an account, until payment in full of the unpaid balance has been paid.

SECTION 6. WATER BILLING AND RATES

The reading of meters, billing frequency, and water rates are established by the Board. A water bill is deemed to be correct if no appeal is filed within 10 days from the date of billing.

SECTION 7. BILL ADJUSTMENT(S)

(a) A meter reading and/or billing error by the County resulting in an incorrect bill will be adjusted without penalty to the Customer. An adjustment to make a correction is based upon verification of the actual amount of water consumed by the Customer during the billing period. If the error is due to failure of the metering device(s) and results in incorrect recording of consumption and no accurate verification is possible, the bill for that month will be adjusted to the average consumption for the Customer over the most recent 11-month period. If less than 11 months' history is available, the average of the total history for the Customer determines the amount to be billed. If overpayment has occurred, the correction is applied as credit to the Customer's account.

(b) If a Customer receives a correct bill for unusually high consumption resulting from a leak in the building connection plumbing, upon request, the bill will be adjusted based on submitted evidence, including parts and/or labor invoices of repairs made to correct the leak. Upon verification of a leak occurred, and repairs made to correct the leak, the County will compute the average water consumption over the most recent 11-month period, excluding the period when the leak occurred, noting the average charges for that amount. Excess gallons above the average consumption are calculated at the actual cost to the County to purchase or produce the water. The sum of these 2 calculations determines the adjusted amount to be charged. This adjustment is limited to 1 event per 5-year period.

SECTION 8. WATER SERVICE CONNECTION APPLICATION

All water service connection applications must be completed through the County Water Department, or at any other County sites authorized to accept applications. Applications for service must be made a minimum of 10 working days prior to desired service date. Once the service connection is made, billing begins at the rate in accordance with the County's Fee Schedule.

SECTION 9. WATER SERVICE CONNECTION FEES

All service connections are charged in accordance with the County's Fee Schedule. All standard, fixed service connection fees must be paid in full at the time of application.

SECTION 10. MANIFOLD CONNECTIONS

The Owner of the property is billed, as follows:

(a) The person in whose name the account is billed, is charged the standard minimum monthly charge of the nonresidential rate, multiplied by the total number of single-family units on the property, less a unit in which the person in whose name the account is billed resides, if applicable;

(b) The single-family unit water charge is in the County's Fee Schedule; and

(c) The monthly bill is the greater of the actual charge for water consumed, or the amount of the standard minimum monthly charge, when multiplied by the total number of single-family units on the property.

SECTION 11. RENTER; TRANSFER OF SERVICE / RENTER DEPOSIT / CHARGES

A person renting or leasing a property where a service connection is in place, and where a billing account has previously been established, and the account is being placed under the renter's name, may obtain service by paying the applicable fee, and by advancing a standard (refundable) renter's deposit. The County, as a guarantee of payment for water used, holds the renter's deposit. The deposit may be applied toward payment of the final water bill. The remainder, if any, is refunded to the person who made the deposit. A renter may not be charged any portion of a previous renter's unpaid account balance.

SECTION 12. TRANSFER OF SERVICE FEE / CHARGES

(a) A property where a County-owned service connection is in place and an account has been established, becomes a new Customer, and obtains service by paying a nonrefundable transfer of service fee. The new Customer may not be charged any unpaid balance of the previous owner.

(b) A person purchasing a property where a service connection is not in place must complete a Tap application and pay the applicable fee.

SECTION 13. DISCONNECTION OF WATER SERVICE BY REQUEST

(a) No Person, other than the Person in whose name an account is billed, may request a disconnection of service.

(b) A request for disconnection of the water service must be made to the County at least 3 working days prior to the date termination of service is desired. The bill includes all water consumption of water used to the time of disconnection. No liability is assumed by the County for damage to a Customer's property resulting from disconnection of the service.

SECTION 14. DISCONNECTION OF WATER SERVICE FOR NON-PAYMENT

A delinquent water bill of 45 days or more constitutes grounds for disconnection of water service. To have the service reconnected, the applicable fee, along with any past due balance, must be paid.

SECTION 15. UNAUTHORIZED WORK OR ACCESS ON SYSTEM

(a) No unauthorized person shall tamper with, work on, or in any way alter or damage any County water facility.

(b) Unauthorized work includes the opening or closing of valves, operating fire hydrants, breaking a lock or seal on a County-owned appurtenance, or causing any water not legally paid for (bypassing) to flow from the system. No Person, except those authorized by the County, shall cut into or make any connection to the system. A Person violating this Section is responsible for all costs associated with the illegal tampering and is subject to all penalties by County Code and State Law.

(c) Absent the consent of the County, or applicable city, it shall be unlawful for any Person to tap any water or sewer pipe, or water or sewer main for the purpose of taking or using water, or to take or use any water from any water pipe, water main or water hydrant belonging to the County or applicable city, or to utilize a sewer system in any manner without the consent of the applicable city and the payment of required fees.

SECTION 16. MAINTENANCE BY CUSTOMER

(a) The Customer is responsible for the maintenance of all building connection plumbing, from the discharge side of the service connection into and including the structural plumbing. The County has the right to disconnect service to any property where the plumbing is not properly maintained, or where applicable codes are violated.

(b) The Customer is responsible for the installation and maintenance of all devices and appurtenances necessary to increase or decrease the pressure from the County water system.

SECTION 17. LIABILITY OF COUNTY

The County shall not be liable to consumers, owners or any Person for the failure to furnish water for any reason; for the quantity (pressure and/or volume) of the water furnished; or for any damage resulting from the shutting off or turning on of water from the mains or reservoirs, or opening or closing of valves and/or hydrants, even though no notice of the shutting off or turning on of water has been given. All permits and contracts for the use of water from the County water system are expressly made subject to the provisions of this Chapter.

SECTION 18. METERING DEVICES

All metering devices must be installed, owned, operated, and maintained by the County, and the County reserves the right to remove, test, seal and interfere with a metering device for any cause(s) deemed necessary without notice.

SECTION 19. BYPASS

(a) No bypass around any metered service connection shall be installed unless approved by the County in writing. The installation must be performed and inspected by the County; and where these devices exist, the use shall be regulated by the County.

(b) Unauthorized use of any bypass may result in disconnection of service as well as all other penalties, civil and/or criminal, as provided by law.

SECTION 20. CROSS-CONNECTIONS

Cross-connections are expressly prohibited and may result in removal of the service connection supplying the cross-connection, as well as all other penalties, civil and/or criminal, as provided by State Law, including the inter-connection of a well water supply with a potable public water supply. Upon discovery of a cross-connection upon

any property being furnished water through the County water system, the owner of the property will be notified the cross-connection must be shut off immediately and physically disconnected within 24 hours and a failure to remove or correct the cross-connection within 24 hours will result in the disconnection of service. If the correction is not made within the 24-hour period, the service will be disconnected and not be reconnected without payment of the applicable fee.

SECTION 21. INSPECTION OF PLUMBING

The County reserves the right to make a meter reading(s) and inspect the plumbing on a customer's property without notice. This may be done in the case of an abnormally large water bill, use of water considered detrimental to the County system, or for any other reason, as deemed necessary by the County.

SECTION 22. REFUSAL TO ACCEPT REDUCED-CHARGE SERVICE CONNECTION

Following action taken by the Board, should any person pay a reduced service connection charge during a sign-up period, and refuse to permit or allow a service connection to be installed at the time the water line is installed, and refuse to pay the minimum rate from the date water becomes available through the line, the Person is refunded the service connection charge. Thereafter, to receive water, the Person must pay the standard service connection charge.

SECTION 23. DISCONNECTED SERVICE

The County may disconnect the water service for any Customer due to a violation of this Chapter, for nonpayment of bills, or for any reason which may be detrimental to the system. Service will not be reinstated until the conditions bringing about disconnection have been rectified. These costs may include, but are not limited to, delinquent water bills, reconnection fees and any damage to the water system. If a disconnected service is reinstated without authorization, the service connection will be removed, an additional charge levied, and the owner or Person responsible for the unauthorized reinstatement of service is subject to all penalties provided by this Chapter or State Law.

SECTION 24. EXTENSION BY PETITION

A petition on a County form is required for a request for extension of water service. The petition must be filed with the County Water Department and specify the name, mailing address, block and lot numbers, name of person responsible for payment of water billing, if different than that on the petition, and type of service required. Each petitioner must agree to be responsible for the standard service connection fee, as a minimum, and not less than the minimum monthly water charge from the time water becomes available through a service connection.

SECTION 25. PROCESSING OF PETITIONS

Upon receipt of a petition, a cost estimate is calculated to determine the feasibility of installing the requested water mains. If it is determined a petition is not feasible, the petition is kept on file for later consideration. By the petitioner's signature, the petitioner

agrees to accept a service connection when or if the requested lines are installed, and to pay not less than the minimum monthly charge for a period of 7 years, after becoming a County Water Customer.

SECTION 26. RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SUBDIVISION EXTENSIONS

(a) All existing subdivisions which have been previously developed and which are no longer under single ownership, shall follow the extension policy by petition. Developers of new subdivisions shall be responsible for all line extensions within the subdivision. A registered professional engineer licensed to practice in the State of North Carolina shall engineer the extension(s).

(b) The extensions shall be engineered in accordance with the County's Standard Technical Specifications for Water Line Construction, using sound engineering principles and in adherence to all local, state, and federal regulations. The cost of the design, state approval fees, materials and construction of the water lines and appurtenances shall be borne by the developer, except where monetary and/or in-kind participation by the County has been authorized by administrative action or policy. If during review of the design for any proposed water line extension the County decides to oversize or enlarge the line, then the County shall bear all cost differences between the original and new design.

SECTION 27. EXTENSION OF RIGHT-OF-WAY

Should it be necessary for a developer or any Person to extend the County water system along an existing street in order to reach a property or subdivision, a sign-up period of not more than 30 days may be designated, during which time a property owner(s) may obtain a service connection at the standard price, or at a reduced or surcharged price, provided the Board has taken action to reduce or increase the price.

SECTION 28. FIRE PROTECTION CONNECTIONS

(a) All fire service connections installed for the purpose of providing large quantities of water to sprinkler heads or other appurtenances, if installed by the County, shall be paid for on an actual cost basis including materials, labor, and equipment rental plus 15%.

(b) Owners may have a fire connection installed by any contractor licensed to perform water line construction in the state, after first having the plan approved in writing by the authorized agent of the County.

SECTION 29. UNAUTHORIZED USE OF WATER THROUGH FIRE CONNECTION

No water service, other than for fire protection, is permitted through the fire connection. Any use of water through an unmetered fire service is unlawful.

SECTION 30. LIABILITY OF COUNTY FOR FIRE PROTECTION

The County shall not be liable to Consumers, owners, or any person for failure to furnish water for fire protection for any purpose or under any conditions, or for the quantity

of the water furnished, or for the damages that may result from the shutting off or turning on of water from the mains, reservoirs, valves, or hydrants, even if no notice is given. All permits and contracts for the use of water from the water system of the County are expressly made subject to the provisions of this Chapter.

SECTION 31. FIRE CONNECTION INSPECTION

The County reserves the right to inspect any fire connection and the complete fire system, to ensure the system was constructed as planned and creates no hazard to public health.

SECTION 32. VIOLATIONS AND PENALTIES

(a) Any person who creates, causes to be created or maintains a cross-connection with the County Water System; any person who performs or causes to be performed any bypass or unauthorized work on system as defined under State Law; and any person who obtains water through an unmetered fire connection shall be liable to the County for a civil penalty in the sum of $1,500 for each violation; which civil penalty shall be in addition to any and all compensatory damages that the County may be entitled to recover for damage caused to the County Water System by the violation(s).

(b) Any person who is cited by the County for a violation must cease the violation and demonstrate to the County the violation has ceased within 24 hours after the citation is served. Failure to cease the violation and/or to demonstrate the violation has ceased within 24 hours after service of the citation shall result in an immediate disconnection from the County water system and the imposition of an additional $1,500 civil penalty. The County may initiate litigation in the appropriate court to enjoin the violation, to collect civil penalties and to recover compensatory damages for damage caused to the County water system.

(c) In lieu of assessing a civil penalty, the County may, in its discretion, cause any person who commits a violation to be prosecuted for violation of this Chapter pursuant to State Law, and upon conviction, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

CHAPTER ___ SEPTAGE COLLECTION, TRANSPORTATION AND DISPOSAL

SECTION 1. AUTHORITY

Pursuant to NCGS Chapter 153A, Caldwell County hereby establishes this Ordinance.

SECTION 2. DEFINITIONS

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

County means Caldwell County.

Domestic Septage means either liquid or solid material removed from a septic tank, cesspool, portable toilet, type III marine sanitation device, or similar treatment works receiving only domestic sewage. The term “domestic septage” does not include liquid or solid material removed from a septic tank, cesspool, or similar treatment works receiving either commercial wastewater or industrial wastewater and does not include grease removed from a grease trap a restaurant.

Health Department means the Caldwell County Health Department.

Industrial or Commercial Septage means material pumped from septic tanks or other devices used in the collection, pretreatment, or treatment of any water-carried waste resulting from any process of industry, manufacture, trade, or business where the design disposal of the wastewater is subsurface. Domestic septage mixed with any industrial or commercial septage is considered industrial or commercial septage.

NCGS means the North Carolina General Statutes.

Owner/Operator means the individual who owns, or is responsible for, management and/or day-to-day operations of the septage management firm.

Septage means a solid waste which is a fluid mixture of untreated and partially treated sewage solids, liquids, and sludge of human or domestic origin and is removed from septic tanks; septage as defined in NCGS; and washings from the interior of septage handling containers, including pumper trucks.

Septage Management Firm means a person involved in the activity of pumping, transporting, storing, treating, or disposing of septage. The term does not include public or community sanitary sewer systems that treat or dispose of septage. The

Owner/Operator shall be responsible for ensuring the firm's compliance with all statutory and regulatory requirements.

SECTION 3. SEPTAGE LAND APPLICATION AND SEPTAGE DETENTION SYSTEMS

(a) All Septage Management Firms discharging Septage within the boundaries of the County shall discharge into one of the designated dumping stations determined by the County. Industrial or commercial septage is not allowed to be dumped into County dumping stations.

(b) The use of a Septage detention system is prohibited.

(c) All Septage sourced from the County may be discharged into designated County dumping stations.

SECTION 4. PENALTIES AND REMEDIES

(a) Criminal Penalties. Any person violating this Ordinance, or any Section thereof, shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each occurrence of a violation shall be treated as a separate occurrence.

(b) Civil Remedies. In accordance with the County fee schedule, adopted by the County Board of Commissioners.

(c) Equitable Remedies. The County may seek to enforce this Ordinance through any appropriate equitable action. The public health director may bring a civil proceeding to enforce this Ordinance or abate a public health nuisance.

(d) Any violation of this Ordinance will be reported to agencies governing septage management.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Sheriff's Office	

AGENDA ITEM # 10

Approval of Application Submission for BJA Adult Court Grant

BACKGROUND

2024 Adult Treatment Court Program. This program is available to all agencies that are eligible, and Caldwell County is eligible. The funding that Caldwell County could possibly receive for this grant is in the amount of $900,000. The grant would have a duration of four years beginning in October 2024 through October 2028. If received, this would allocate the funding to plan and implement an Adult Treatment Court for the County.

RECOMMENDED MOTION

Approval to submit application

BUDGET IMPACT

Budget Impact: This is a 25%match grant, so county funding for the project would be $300,000 for the lifespan of the grant.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Sheriff's Office	

AGENDA ITEM # 11

Approval of Grant Submission for 2024 SAMHSA Outpatient Treatment Program

BACKGROUND

This is only in the beginning stages of the application process.
2024 SAMHSA Assisted Outpatient Treatment Program for Individuals with Serious Mental Illness. This program is available to all agencies that are eligible, and the County is eligible. The funding the County could possibly receive for this grant is in the amount of $500,000-$700,000. The grant would have a duration of four years beginning in October 2024 through October 2028. If received, this would allocate the funding to plan and implement an Adult Treatment court for our County.

RECOMMENDED MOTION

Approval to submit application

BUDGET IMPACT

This is a 0% match grant, County funding for the project would not be necessary for the lifespan of the grant.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Sheriff's Office	

AGENDA ITEM # 12

Approval of Submission for DPS MAT Grant Local Sheriffs

BACKGROUND

NC DPS Medication-Assisted Treatment Grant. This grant has opened up to assist local sheriffs in establishing a Medication-Assisted Treatment program in their facilities. The Sheriff's Office would be applying for the establishment of a new MAT program category within this grant funding. This is a 3-year performance period grant with no match funding required.

RECOMMENDED MOTION

Approval to begin grant application and submission.

BUDGET IMPACT

There is no match required for this grant so no budget impact.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Sheriff's Office	

AGENDA ITEM # 13

Approval of Grant Submission for Operation Underground Railroad Grant

BACKGROUND

This is only in the beginning stages of the application process.
This grant would provide a forensic computer, forensic software, and training for our ICAC investigator. The projected cost of the project is in the amount of $24,805.69.

RECOMMENDED MOTION

Approval to apply for the funding

BUDGET IMPACT

If there is a match needed, then the cost would come out of the investigation's budget up to $3,000 for its completion.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Public Information	

AGENDA ITEM # 14

Approval for Submission of the North Carolina Department of Natural and Cultural Resources (DNCR) America 250 North Carolina Local Grants County Committees Application

BACKGROUND

America 250 NC grants are funded by appropriations provided by the 2023-2025 state budget, and support a variety of public programs; scholarly research, tourism projects, and educational outreach. If received, the grant will be utilized to generate a historical exhibit of Caldwell County that will be on display in the Aldean Starnes Building.

RECOMMENDED MOTION

Approval of Grant Application Submission

BUDGET IMPACT

If awarded, the grant amount is $10,000 and does not necessitate a cash match.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Water	

AGENDA ITEM # 15

Budget Revision - Town of Gamewell Sewer Funds

BACKGROUND

The Town of Gamewell's Sewer receipts flow through the County's books. This revision increases both the revenues and expenditures to allow more funds to flow through.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% flow through funds with no county funds included

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision - Town of Gamewell Sewer

ic

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting:

Subject:

Background and explanation for the Budget Revision:

To cover increase in Revenue and Ependitures for Gamewell Sewer
This request requires no local funds.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Revenue	Increase		**Expenditures:**	Increase	
Line Item #	Title	Amount	Line Item #	Title	Amount
607120-449702	Gamewell Sewer	$ 30,000.00	603000-340023	Gamewell Sewer	$ 30,000.00
Total		**30,000.00**	**Total**		**30,000.00**

Attachments (Yes or No): NO
Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Finance Director	Date	County Manager	Date
HCOG 3/6/2024	3/7/24			

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Sheriff's Office	

AGENDA ITEM # 16

Replacement of Wrecked Patrol Vehicle

BACKGROUND

A Sheriff's Office patrol vehicle was wrecked and declared a total loss. This budget revision uses insurance proceeds and fund balance to replace the unit.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

$11,519.65 in proceeds from the insurance check and the remainder from fund balance.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2025 Ford PI Utility Patrol Vehicle
2. Budget Revision- Wrecked Patrol Vehicle
3. Caldwell Co. Sheriff Dept APX8500 Quote
4. Caldwell Co. Sheriff's 2025 Ford PIU Q-240406

Prepared for: , Caldwell County

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420



Client Proposal

Prepared by:
Jeff Williams
Office: 182-869-34281
Email: jeffwilliams@parksautogroup.com
Quote ID: 0226202405
Date: 02/26/2024

Prepared for:
Caldwell County
Prepared by: Jeff Williams
02/26/2024

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 0226202405

, Caldwell County

Re: Quote ID 0226202405 02/26/2024

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913RR. Specification # 92

Sincerely,

Jeff Williams
Fleet Manager
182-869-34281
jeffwilliams@parksautogroup.com

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 0226202405

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Prepared for:
Caldwell County
Prepared by: Jeff Williams
02/26/2024

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 0226202405

As Configured Vehicle

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A *Includes:* *- Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).* *- Transmission: 10-Speed Automatic* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
Powertrain	
99W	Engine: 3.3L V6 Direct-Injection Hybrid System *(136-MPH top speed).*
44B	Transmission: 10-Speed Automatic
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
Wheels & Tires	
STDTR	Tires: 255/60R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*
65L	18" 5-Spoke Full Face Wheel Covers w/Metal Clips
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 0226202405

As Configured Vehicle (cont'd)

Code	Description
	Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.

Other Options

PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*
153	Front License Plate Bracket
43D	Dark Car Feature *Courtesy lamps disabled when any door is opened.*
942	Daytime Running Lamps Replaces standard configurable daytime running lamps for agencies that require always on daytime running lamps. *(Permanently on - cannot be turned off or reprogrammed).*
17T	Switchable Red/White Lighting in Cargo Area *Deletes 3rd row overhead map light.*
51R	Driver Only LED Spot Lamp (Unity)
55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.*
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert *Includes:* *- Manual Fold-Away Mirrors w/Heat* *Without memory and without puddle lamps.*
76P	Pre-Collision Assist w/Pedestrian Detection *Includes forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use.*
47A	Police Engine Idle Feature *This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.*
76R	Reverse Sensing System
17A	Rear Auxiliary Air Conditioning

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 0226202405

As Configured Vehicle (cont'd)

Code	Description
19K	H8 AGM Battery (850 CCA/92-amp)
Emissions	
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Exterior Color	
YZ_01	Oxford White
Interior Color	
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Caldwell County
Prepared by: Jeff Williams
02/26/2024

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 0226202405

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$51,620.00
Subtotal	$51,620.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-$3,719.41
Ford Gvmnt GPC	Government GPC	-$2,000.00
Total		$45,900.59

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision appropriates funds to allow for the replacement of a wrecked patrol car. Estimated cost breaks down as follows Vehicle Purchase $45,900.59, Upfit $16,226.09, Radio $7,476.76, Stripes estimated at $2,000. An insurance check was received for $11,519.65. Please see attached quotes

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
10.9800.392001	Sale of Assets	I	$	11,519.65	10.9000.451001.4318	Vehicles	I	$	71,603.44
10.9800.397000	Fund Balance App	I	$	60,083.79					
Total				**71,603.44**	**Total**				**71,603.44**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

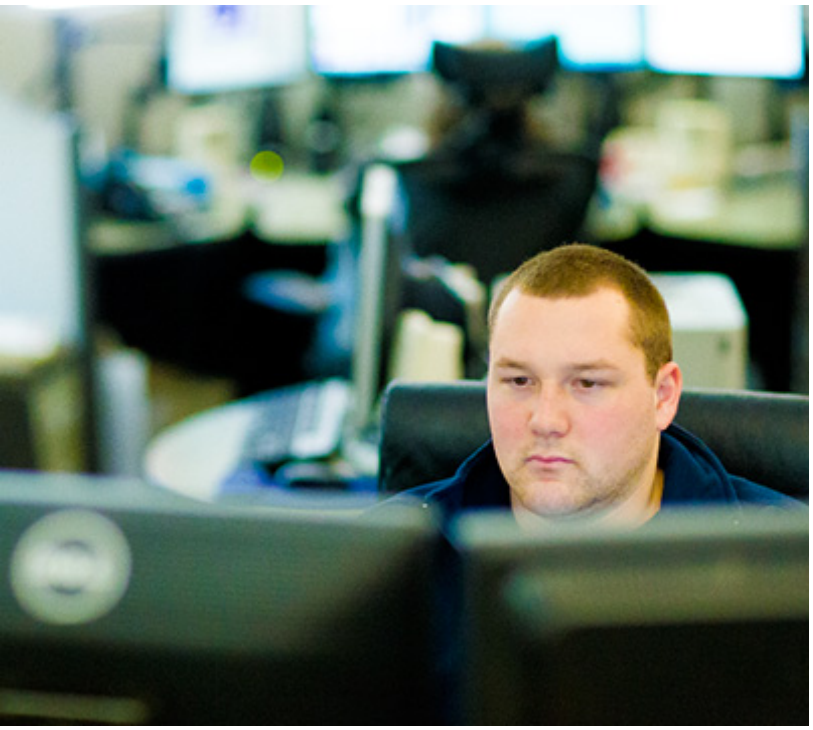
Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			03/18/24		

MOTOROLA SOLUTIONS







CALDWELL COUNTY SHERIFF'S OFFICE

Caldwell Co Sheriff APX8500 dual band

01/22/2024

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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01/22/2024

CALDWELL COUNTY SHERIFF'S OFFICE
P O BOX 2200
LENOIR, NC 28645

RE: Motorola Quote for Caldwell Co Sheriff APX8500 dual band
Dear Captain Steve Rich,

Motorola Solutions is pleased to present CALDWELL COUNTY SHERIFF'S OFFICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CALDWELL COUNTY SHERIFF'S OFFICE with the best products and services available in the communications industry. Please direct any questions to Randy Heaton at randyheaton@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Randy Heaton
Account Executive

Motorola Solutions Manufacturer's Representative

DRAFT

Billing Address:
CALDWELL COUNTY SHERIFF'S OFFICE
P O BOX 2200
LENOIR, NC 28645
US

Quote Date:01/22/2024
Expiration Date:03/22/2024
Quote Created By:
Randy Heaton
Account Executive
randyheaton@callmc.com
828-455-2904

End Customer:
CALDWELL COUNTY SHERIFF'S OFFICE
Captain Steve Rich
randyheaton@callmc.com
828-455-2904

Contract: North Carolina State Contract 725G

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	$5,893.68	$4,420.26	$4,420.26
1a	G831AD	ADD: SPKR 15W WATER RESISTANT	1	$66.00	$49.50	$49.50
1b	GA00580AA	ADD: TDMA OPERATION	1	$495.00	$371.25	$371.25
1c	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1	$105.00	$78.75	$78.75
1d	G51AT	ENH:SMARTZONE	1	$1,650.00	$1,237.50	$1,237.50
1e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	$288.00	$288.00	$288.00
1f	GA01438AB	ADD:GATEWAY RSM	1	$138.00	$103.50	$103.50
1g	GA05509AA	DEL: DELETE UHF BAND	1	-$800.00	-$800.00	-$800.00
1h	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	$0.00	$0.00	$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
1j	G67EH	ADD: REMOTE MOUNT E5 MP	1	$327.00	$245.25	$245.25

DRAFT

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	$0.00	$0.00	$0.00
1l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$425.25	$425.25
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	1	$717.00	$537.75	$537.75
1n	QA09113AB	ADD: BASELINE RELEASE SW	1	$0.00	$0.00	$0.00
1o	W969BG	ADD: MULTIKEY OPERATION	1	$363.00	$272.25	$272.25
1p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	$0.00	$0.00	$0.00
1q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	$330.00	$247.50	$247.50

Grand Total $7,476.76(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

DRAFT

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Sales Quote

Q-240406

February 5, 2024

Caldwell County Sheriff's Office
2351 Morganton Blvd Sw
Lenoir NC 28645-4973
USA

NC Statesville Shop
1886 Old Mountain Road
Statesville, NC 28677

Salesperson: Katie Stewart

Your Reference:
Bill-to Customer No.: C01920
Bill-to Customer Email: strich@caldwellcountync.org

Vehicles

Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
					/

Details

No.	Description	QTY	Unit Price	Line Total
ENFWB	ENFWB006EY: nForce Front Visor B/W	1	1,054.00	1,054.00
	QSF026624			
ENFWB	ENFWB0103M: nForce Rear Visor B/A	1	818.00	818.00
	QSF026624			
EMPS4STS4E	mpower® HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens,	2	122.50	245.00
	For Front Bumper			
EMPS2QMS4E	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-3	2	122.50	245.00
EMPS2QMS2B	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-3	2	104.50	209.00
ENT2B3E	Intersector Under Mirror Mount Light, 9-32 Vdc, w/ 4-Wedges, Mounting Gasket & Hardware, 16 LEDs, Du	2	186.00	372.00
ETTFFUT-16	Flashback Plug-In Alternating Taillight Flasher, Solid State - 2.4 f.p.s. for Ford PI Utility 2016-2	1	92.50	92.50
ELUC3H010E	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes	2	83.00	166.00
ENGSA5100RSP	500 Siren - 100W - Remote - Push Button	1	874.50	874.50

Details				
No.	**Description**	**QTY**	**Unit Price**	**Line Total**
ENGLMK008	bluePRINT Link® Micro Module and Vehicle Harness for Ford Transit 2020-2021, Ford Explorer / Police	1	324.00	324.00
ENGND04102	bluePRINT® Remote Node with Magnetic ID	1	227.00	227.00
ENGHNK05	18 inch Harness Kit for Remote Node	1	43.00	43.00
ETSKLF201	LF Aftershock Siren System, includes: (2) 100 Watt Speakers, 200 Watt Amplifier & Universal Brackets	1	634.00	634.00
ETSSLFVBK07	Aftershock Speaker Bracket (no drill) for Ford Utility 2020 - 2022, Frame Mount Passenger Side	1	29.50	29.50
ETSSLFVBK07	Aftershock Speaker Bracket (no drill) for Ford Utility 2020 - 2022, Frame Mount Passenger Side	1	29.50	29.50
ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	194.50	194.50
7170-0734-04	KIT - 2020+ Ford Utility Low Profile Console Box with Cup Holder, Rear Armrest, and Mongoose motion	1	858.44	858.44
7160-0250	NotePad™ V Universal Computer Cradle	1	310.00	310.00
425-6701	FP Assy, 2" Blank w/ 2.1A USB x2 & 12V Outlets x2	1	83.36	83.36
7160-0321	Faceplate, Motorola XTL 5000 and 2500 Control Head	1	0.00	0.00
20033	SoundOff Signal 500 Series One Piece Console Unit Faceplate	1	0.00	0.00
P1300UINT20AOSB	Single Compartment, Pro-Cell, 1/3 Partition, w/ Passenger Side Only Outboard Seat Belts	1	2,708.16	2,708.16
GPC4713D-K	Vertical Pro-cell Mount Dual Weapon Tri-Lock Gun Rack w/Straight Key	1	535.08	535.08
CSC47UINT20	Steel Cargo Security Cover (for use w/ Pro-gard cargo barrier only)	1	504.66	504.66
5344T-2L52	2020- 2023 Ford Interceptor Utility 2-Light-Soundoff Signal mPower-Includes Light Mask, Wire Covers	1	539.53	539.53
5344WHDT	2020-2021 Interceptor Utility : Mounts to Steel or Aluminum Push Bumper	1	496.86	496.86
75812	Stream Light 75812 Stinger DS LED..with DC charger	1	145.00	145.00
CG-X	ChargeGuard-Select	1	82.50	82.50
SHIPPING & HANDLING	SHIPPING & HANDLING	1	500.00	500.00
INSTALL SUPPLIES	Installation Shop Supplies	1	295.00	295.00
LABOR-INSTALLATION	Installation	1	3,610.00	3,610.00
CUSTOMER ITEM	CUSTOMER PROVIDED RADIO	1	0.00	0.00

Subtotal	**16,226.09**
Total Tax	0.00
Total	**16,226.09**

SecurePayments

Click Here to Pay

Terms and Conditions,
Quotes are good for 30 days. By signing this document, you are acknowledging that you have verified the descriptions and specifications of the products listed on this quote. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Cancellation of Order
No cancellation of any Order(s) by the Customer shall be effective unless written notice thereof is given to Global Public Safety before the Equipment is delivered to the Customer and unless Global Public Safety agrees to accept such cancellation in which event the Customer shall pay to Global Public Safety immediately on presentation of invoice, a cancellation charge of 25% of the price agreed for the delivery and installation of such Equipment.

In the event a customer cancels an Order(s) for any customized Product which has been accepted by Global Public Safety or due to Supplier cancellation of vehicle(s) order. The buyer shall still be liable for the full payment of the Purchase Price.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Health	

AGENDA ITEM # 17

Health Department Public Health Services Grant Funding

BACKGROUND

This allows an additional $50,000 in grant funding to be spent by the Health Department.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funded with no local dollars used.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Health Department TSF Public Health

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 121 ARPA TSF Public Health Services

Background and explanation for the Budget Revision:

Caldwell County Health Department received an Agreement Addenda in the amount of $50,000. This Agreement Addendum further enhances the abilitly of local health departments to deliver the essential services and core functions of publlic helath to address the specific health needs or health status indicators selected by the health department.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5110.330000.10194	PH Services	50,000.00	10.5110.429000.10194	PH Services	50,000.00
Total		**50,000.00**	**Total**		**50,000.00**

Attachments (Yes or No):

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Martin	3.11.24		3/18/24		

Division of Public Health
Agreement Addendum
FY 23-24

Caldwell County Health Department
Local Health Department Legal Name

Local and Community Support /
Local Technical Assistance & Training
DPH Section / Branch Name

121 ARPA TSF Public Health Services
Activity Number and Description

Susan H. Little, 919-215-4471
susan.little@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

07/01/2023 – 05/31/2024
Service Period

DPH Program Signature **Date**
(only required for a negotiable Agreement Addendum)

04/01/2024 – 06/30/2024
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. Background:

This funding, provided through budget receipts transferred from the ARPA Temporary Savings fund and made available through the NCGA 2023 Appropriations Act, HB 259, provides a $50,000 grant in each year of the 2023-2025 fiscal biennium to each local health department to support activities authorized under the General Aid-to-Counties Agreement Addendum including the delivery of the 10 Essential Public Health Services per GS § 130A-1.1.[1], the core functions of public health (Assessment, Policy Development, Assurance), and the specific health needs or health status indicators selected by each local health department.

Per HB 259, Section 4.7.(i), "The funds appropriated from the State Fiscal Recovery Fund in this act and in prior enactments of the General Assembly shall not revert at the end of each fiscal year of the 2023-2025 fiscal biennium but shall remain available to expend and appropriate until the date set by applicable federal law or guidance."

II. Purpose:

This Agreement Addendum for Activity 121 further enhances the ability of local health departments to deliver the essential services and core functions of public health to address the specific health needs or health status indicators selected by the local health department.

[1] https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name: _____
Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

The North Carolina General Statute § 130A-1.1(b) states: a local health department shall ensure that the following **10 Essential Public Health Services** are available and accessible to the population in each county served by the local health department:

Assessment

1. Monitor health status to identify community health problems.
2. Diagnose and investigate health problems and health hazards in the community.

Policy Development

3. Inform, educate, and empower people about health issues.
4. Mobilize community partnerships to identify and solve health problems.
5. Develop policies and plans that support individual and community health efforts.

Assurance

6. Enforce laws and regulations that protect health and ensure safety.
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.
8. Assure a competent public health and personal health care workforce.
9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.
10. Research for new insights and innovative solutions to health problems.

III. Scope of Work and Deliverables:

These funds may be used for any public health program or purpose, any locally identified need or current health status indicator, and to support the delivery of the core functions of public health and 10 Essential Public Health Services. The Local Health Department must report at the end of the fiscal year how the funds were spent related to the 10 Essential Public Health Services and core public health functions to address priority health needs or health status indicators selected by each local health department. Use of these funds may NOT supplant current state, federal or local funding.

To qualify for these funds, the Local Health Department must have a Permanent or Interim Health Director per NC GS § 130A-40. In addition, if that Health Director has never served in that role in North Carolina previously, that Health Director must participate in the *Orientation for New Local Health Directors* coordinated by the North Carolina Association of Local Health Directors. Additionally, the Local Health Department must be currently accredited by the North Carolina Local Health Department Accreditation Board.

IV. Performance Measures / Reporting Requirements:

1. Performance Measures

a. **Measure #1:** The LHD shall invest this funding in specific health needs or health indicators including but not limited to the 10 Essential Public Health Services or core public health functions.

b. **Measure #2**: The LHD shall identify the specific health needs or health status indicators selected for prioritization under this funding.

c. **Measure #3:** The LHD shall identify the impact funding will have/had on the identified health needs or health status indicators selected for prioritization.

2. Reporting Requirements

By July 24, 2024, the LHD shall complete the following reports via the Smartsheet dashboard.[2]

[2] https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb

a. **Expenditures by Type Report**: LHD will provide funding expenditures by type for the annual reporting period.

1. Personnel (Salaries, Fringe, Benefits, etc. Do not include contracted staff)
2. Training and Education
3. Travel and Mileage
4. Medical Supplies
5. Office/Administrative Supplies
6. Contracted Services (included contracted staff)
7. Other administrative costs (specify)
8. Other (specify)

b. **Prioritized Health Needs or Indicators and Statement of Impact Reports**: LHD will select one or more of the following health needs or indicators prioritized for the annual reporting period:

1. Environmental Health
2. Communicable Disease
3. Maternal Health
4. Child Health
5. Chronic Disease
6. Injury Prevention
7. Access to or Linkage to Care
8. Mental Health
9. Behavioral Health
10. Other health needs or indicators

Statement of Impact: LHD will provide a statement that demonstrates what impact these funds had on prioritized health needs or indicators.

V. Performance Monitoring and Quality Assurance:

The LTAT Branch will monitor performance by reviewing the annual Expenditures by Type Report, the Prioritized Health Needs or Indicators and Statement of Impact Reports. These financial and performance reports are provided by the LHD via the Smartsheet dashboard.

If the LHD seeks assistance in clarifying any part of this Agreement Addendum's requirements, LTAT Branch staff shall provide technical assistance upon request. If additional information is required, a phone conference will be conducted.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

DPH-Aid-To-Counties **For Fiscal Year: 23/24** **Budgetary Estimate Number : 0**

Activity 121 Service Period Payment Period		AA	131204 2BTS190 2000400000 07/01-05/31 08/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	50,000	$0.00	50,000	50,000
D1 Albemarle	*	0	50,000	$0.00	50,000	50,000
02 Alexander	*	0	50,000	$0.00	50,000	50,000
04 Anson	*	0	50,000	$0.00	50,000	50,000
D2 Appalachian	*	0	50,000	$0.00	50,000	50,000
07 Beaufort	*	0	50,000	$0.00	50,000	50,000
09 Bladen	*	0	50,000	$0.00	50,000	50,000
10 Brunswick	*	0	50,000	$0.00	50,000	50,000
11 Buncombe	*	0	50,000	$0.00	50,000	50,000
12 Burke	*	0	50,000	$0.00	50,000	50,000
13 Cabarrus	*	0	50,000	$0.00	50,000	50,000
14 Caldwell	*	0	50,000	$0.00	50,000	50,000
16 Carteret	*	0	50,000	$0.00	50,000	50,000
17 Caswell	*	0	50,000	$0.00	50,000	50,000
18 Catawba	*	0	50,000	$0.00	50,000	50,000
19 Chatham	*	0	50,000	$0.00	50,000	50,000
20 Cherokee	*	0	50,000	$0.00	50,000	50,000
22 Clay	*	0	50,000	$0.00	50,000	50,000
23 Cleveland	*	0	50,000	$0.00	50,000	50,000
24 Columbus	*	0	50,000	$0.00	50,000	50,000
25 Craven	*	0	50,000	$0.00	50,000	50,000
26 Cumberland	*	0	50,000	$0.00	50,000	50,000
28 Dare	*	0	50,000	$0.00	50,000	50,000
29 Davidson	*	0	50,000	$0.00	50,000	50,000
30 Davie	*	0	50,000	$0.00	50,000	50,000
31 Duplin	*	0	50,000	$0.00	50,000	50,000
32 Durham	*	0	50,000	$0.00	50,000	50,000
33 Edgecombe	*	0	50,000	$0.00	50,000	50,000
D7 Foothills	*	0	50,000	$0.00	50,000	50,000
34 Forsyth	*	0	50,000	$0.00	50,000	50,000
35 Franklin	*	0	50,000	$0.00	50,000	50,000
36 Gaston	*	0	50,000	$0.00	50,000	50,000
38 Graham	*	0	50,000	$0.00	50,000	50,000
D3 Gran-Vance	*	0	50,000	$0.00	50,000	50,000
40 Greene	*	0	50,000	$0.00	50,000	50,000
41 Guilford	*	0	50,000	$0.00	50,000	50,000
42 Halifax	*	0	50,000	$0.00	50,000	50,000
43 Harnett	*	0	50,000	$0.00	50,000	50,000
44 Haywood	*	0	50,000	$0.00	50,000	50,000
45 Henderson	*	0	50,000	$0.00	50,000	50,000
47 Hoke	*	0	50,000	$0.00	50,000	50,000
48 Hyde	*	0	50,000	$0.00	50,000	50,000
49 Iredell	*	0	50,000	$0.00	50,000	50,000
50 Jackson	*	0	50,000	$0.00	50,000	50,000

51 Johnston	*	0	50,000	$0.00	50,000	50,000
52 Jones	*	0	50,000	$0.00	50,000	50,000
53 Lee	*	0	50,000	$0.00	50,000	50,000
54 Lenoir	*	0	50,000	$0.00	50,000	50,000
55 Lincoln	*	0	50,000	$0.00	50,000	50,000
56 Macon	*	0	50,000	$0.00	50,000	50,000
57 Madison	*	0	50,000	$0.00	50,000	50,000
D4 M-T-W	*	0	50,000	$0.00	50,000	50,000
60 Mecklenburg	*	0	50,000	$0.00	50,000	50,000
62 Montgomery	*	0	50,000	$0.00	50,000	50,000
63 Moore	*	0	50,000	$0.00	50,000	50,000
64 Nash	*	0	50,000	$0.00	50,000	50,000
65 New Hanover	*	0	50,000	$0.00	50,000	50,000
66 Northampton	*	0	50,000	$0.00	50,000	50,000
67 Onslow	*	0	50,000	$0.00	50,000	50,000
68 Orange	*	0	50,000	$0.00	50,000	50,000
69 Pamlico	*	0	50,000	$0.00	50,000	50,000
71 Pender	*	0	50,000	$0.00	50,000	50,000
73 Person	*	0	50,000	$0.00	50,000	50,000
74 Pitt	*	0	50,000	$0.00	50,000	50,000
75 Polk	*	0	50,000	$0.00	50,000	50,000
76 Randolph	*	0	50,000	$0.00	50,000	50,000
77 Richmond	*	0	50,000	$0.00	50,000	50,000
78 Robeson	*	0	50,000	$0.00	50,000	50,000
79 Rockingham	*	0	50,000	$0.00	50,000	50,000
80 Rowan	*	0	50,000	$0.00	50,000	50,000
82 Sampson	*	0	50,000	$0.00	50,000	50,000
83 Scotland	*	0	50,000	$0.00	50,000	50,000
84 Stanly	*	0	50,000	$0.00	50,000	50,000
85 Stokes	*	0	50,000	$0.00	50,000	50,000
86 Surry	*	0	50,000	$0.00	50,000	50,000
87 Swain	*	0	50,000	$0.00	50,000	50,000
D6 Toe River	*	0	50,000	$0.00	50,000	50,000
88 Transylvania	*	0	50,000	$0.00	50,000	50,000
90 Union	*	0	50,000	$0.00	50,000	50,000
92 Wake	*	0	50,000	$0.00	50,000	50,000
93 Warren	*	0	50,000	$0.00	50,000	50,000
96 Wayne	*	0	50,000	$0.00	50,000	50,000
97 Wilkes	*	0	50,000	$0.00	50,000	50,000
98 Wilson	*	0	50,000	$0.00	50,000	50,000
99 Yadkin	*	0	50,000	$0.00	50,000	50,000
00 Yancey	*	0	50,000	$0.00	50,000	50,000
Totals			4,300,000	0	4,300,000	4,300,000

Sign and Date - DPH Program Administrator DocuSigned by: signed on behalf of Susan Little by Lindsay Novacek 03/06/2024	Sign and Date - DPH Section Chief DocuSigned by: 03/07/2024
Sign and Date - DPH Budget Office – ATC Coordinator 3/7/2024	Sign and Date - DPH Budget Officer 3/7/2024

SH 3/7/2024

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Health	

AGENDA ITEM # 18

Health Department Food and Lodging Grant

BACKGROUND

This allows the Health Department to spend additional grant funds on Environmental Health Food and Lodging programs

RECOMMENDED MOTION

Approval of Budget Revision.

BUDGET IMPACT

100% grant funded with no local dollars used.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Health Department Food and Lodging

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 874 Food & Lodging

Background and explanation for the Budget Revision:

Caldwell County Health Department received an Agreement Addenda in the amount of $7,614. This Agreement Addendum allows for the local health departments environmental health program to implement state-mandated sanitation regulations.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5111.334506	EH- Food/Lodging	7,614.00	10.5111.426000	Supplies	7,614.00
Total		**7,614.00**	**Total**		**7,614.00**

Attachments (Yes or No):

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Martin	3.11.24		3/18/24		

Division of Public Health
Agreement Addendum
FY 23-24

Caldwell County Health Department
Local Health Department Legal Name

Environmental Health Section /
Food Protection and Facilities Branch
DPH Section / Branch Name

874 Food and Lodging
Activity Number and Description

Shane Smith (919) 707-5872
shane.smith@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

04/01/2024 – 05/31/2024
Service Period

DPH Program Signature **Date**
(only required for a negotiable Agreement Addendum)

05/01/2024 – 06/30/2024
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. Background:

In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

II. Purpose:

The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities. The disbursement and fund purpose are described under "Regulation of food and lodging establishments" in North Carolina General Statute 130A-248(d) and under "Disbursements of Funds" in North Carolina Administrative Code 15A NCAC 18A .2901.

III. Scope of Work and Deliverables:

The Local Health Department Food and Lodging funds are distributed based on the attached *Food and Lodging Distribution Calculations* spreadsheet. The Local Health Department shall use this funding for food, lodging, and institution sanitation programs and activities.

Assuring consistency and quality of Food and Lodging permitting and inspection activities is essential to effective program implementation. Inconsistency or failure to apply permitting and inspection rules creates liability for the county and the Local Health Department and may lead to a loss of confidence from the public and operators. To provide for consistency and quality within the Food and Lodging

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name: _____
Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

Program, and as part of this Agreement Addendum, the Local Health Department shall maintain an internal Quality Assurance Plan.

A summary of the previous year's approved Quality Assurance Plan activities (January 1, 2023 - December 31, 2023) must be submitted to the Environmental Health Regional Specialist for review by **April 30, 2024**.

IV. Performance Measures / Reporting Requirements:

1. Performance Measures
   a. The Local Health Department shall ensure funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).
2. Reporting Requirements
   Complete the following report via the Smartsheet dashboard, which can be accessed at https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb.
   a. By May 31, 2024, provide an attestation ensuring that funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).
   b. By April 1, 2024, submit a summary of the previous year's Food Protection Program Quality Assurance Plan activities (January 2023–December 2023) by email to the Environmental Health Regional Specialist.
   c. By April 1, 2024, submit its current Food Protection Program Quality Assurance Plan (January 2024–December 2024) by email to the Environmental Health Regional Specialist.

V. Performance Monitoring and Quality Assurance:

The Food Protection and Facilities Branch will review annual required inspection data submitted electronically to the Environmental Health Inspections Data System to assure required food, lodging, and institution inspections are completed at the frequency required. Failure to complete required inspections will cause the Local Health Department to lose funding.

During program monitoring activities, Environmental Health Regional Specialists may review documentation to verify that the approved Quality Assurance Plan is being implemented.

If the Local Health Department Food and Lodging program is not in compliance with an approved Quality Assurance Plan, a corrective action plan must be submitted via the Smartsheet link above within 30 days, to the Environmental Health Regional Specialist indicating how deficiencies will be addressed.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

874 Food and Lodging Distribution Calculations Spreadsheet FY2023-2024, April 1-May 31, 2024

Co. ID	County	% for FY22-23	1st (1)	2nd (2a)	3rd (2b)	Total
001	ALAMANCE	100%	$750	$34,856	$32,939	$68,545
002	ALEXANDER	98%	$750	$4,576		$5,326
D2	ALLEGHANY	89%	$750	$2,658		$3,408
004	ANSON	93%	$750	$3,635		$4,385
D2	ASHE	90%	$750	$5,766		$6,516
D6	AVERY	3%	$750	$184		$934
007	BEAUFORT	100%	$750	$11,184	$10,569	$22,503
D1	BERTIE	91%	$750	$3,409		$4,159
009	BLADEN	77%	$750	$5,477		$6,227
010	BRUNSWICK	99%	$750	$30,476		$31,226
011	BUNCOMBE	66%	$750	$56,115		$56,865
012	BURKE	36%	$750	$5,238		$5,988
013	CABARRUS	91%	$750	$41,946		$42,696
014	CALDWELL	47%	$750	$6,864		$7,614
D1	CAMDEN	60%	$750	$847		$1,597
016	CARTERET	100%	$750	$22,749	$21,498	$44,997
017	CASWELL	100%	$750	$1,900	$1,796	$4,446
018	CATAWBA	100%	$750	$37,191	$35,145	$73,086
019	CHATHAM	100%	$750	$15,093	$14,263	$30,106
020	CHEROKEE	100%	$750	$7,872	$7,439	$16,061
D1	CHOWAN	81%	$750	$2,990		$3,740
022	CLAY	100%	$750	$2,932	$2,771	$6,453
023	CLEVELAND	73%	$750	$14,070		$14,820
024	COLUMBUS	59%	$750	$7,271		$8,021
025	CRAVEN	99%	$750	$21,285		$22,035
026	CUMBERLAND	31%	$750	$21,476		$22,226
D1	CURRITUCK	58%	$750	$5,133		$5,883
028	DARE	100%	$750	$26,441	$24,986	$52,177
029	DAVIDSON	53%	$750	$14,186		$14,936
030	DAVIE	100%	$750	$7,818	$7,388	$15,956
031	DUPLIN	55%	$750	$6,958		$7,708
032	DURHAM	67%	$750	$51,872		$52,622
033	EDGECOMBE	45%	$750	$4,544		$5,294
034	FORSYTH	97%	$750	$73,045		$73,795
035	FRANKLIN	77%	$750	$7,441		$8,191
036	GASTON	86%	$750	$39,081		$39,831
D1	GATES	52%	$750	$791		$1,541
038	GRAHAM	61%	$750	$1,358		$2,108
D3	GRANVILLE	76%	$750	$7,303		$8,053
040	GREENE	76%	$750	$3,136		$3,886
041	GUILFORD	62%	$750	$68,535		$69,285
042	HALIFAX	100%	$750	$11,890	$11,236	$23,876
043	HARNETT	98%	$750	$16,601		$17,351
044	HAYWOOD	89%	$750	$16,284		$17,034
045	HENDERSON	72%	$750	$21,031		$21,781
D1	HERTFORD	53%	$750	$2,849		$3,599
047	HOKE	91%	$750	$6,423		$7,173
048	HYDE	82%	$750	$2,760		$3,510
049	IREDELL	65%	$750	$23,645		$24,395
050	JACKSON	100%	$750	$14,550	$13,750	$29,050
	Subtotal:		$37,500	$801,735	$183,780	$1,023,015

Co. ID	County	% for FY22-23	1st (1)	2nd (2a)	3rd (2b)	Total
051	JOHNSTON	100%	$750	$44,954	$42,482	$88,186
052	JONES	100%	$750	$1,140	$1,077	$2,967
053	LEE	41%	$750	$5,899		$6,649
054	LENOIR	32%	$750	$4,152		$4,902
055	LINCOLN	80%	$750	$10,902		$11,652
056	MACON	82%	$750	$10,418		$11,168
057	MADISON	27%	$750	$1,129		$1,879
D4	MARTIN	100%	$750	$5,321	$5,028	$11,099
D7	MCDOWELL	100%	$750	$9,393	$8,876	$19,019
060	MECKLENBURG	94%	$750	$246,500		$247,250
D6	MITCHELL	4%	$750	$139		$889
062	MONTGOMERY	98%	$750	$5,108		$5,858
063	MOORE	99%	$750	$25,639		$26,389
064	NASH	77%	$750	$16,388		$17,138
065	NEW HANOVER	94%	$750	$61,599		$62,349
066	NORTHAMPTON	81%	$750	$2,639		$3,389
067	ONSLOW	100%	$750	$34,042	$32,169	$66,961
068	ORANGE	100%	$750	$26,712	$25,243	$52,705
069	PAMLICO	98%	$750	$3,139		$3,889
D1	PASQUOTANK	74%	$750	$7,031		$7,781
071	PENDER	81%	$750	$11,566		$12,316
D1	PERQUIMANS	75%	$750	$2,280		$3,030
073	PERSON	75%	$750	$5,701		$6,451
074	PITT	100%	$750	$37,353	$35,299	$73,402
075	POLK	84%	$750	$5,473		$6,223
076	RANDOLPH	85%	$750	$22,705		$23,455
077	RICHMOND	100%	$750	$9,067	$8,568	$18,385
078	ROBESON	16%	$750	$3,909		$4,659
079	ROCKINGHAM	84%	$750	$14,047		$14,797
080	ROWAN	99%	$750	$25,047		$25,797
D7	RUTHERFORD	100%	$750	$13,465	$12,724	$26,939
082	SAMPSON	75%	$750	$9,121		$9,871
083	SCOTLAND	87%	$750	$5,715		$6,465
084	STANLY	92%	$750	$12,587		$13,337
085	STOKES	76%	$750	$5,818		$6,568
086	SURRY	99%	$750	$18,329		$19,079
087	SWAIN	71%	$750	$5,165		$5,915
088	TRANSYLVANIA	95%	$750	$8,923		$9,673
D4	TYRRELL	100%	$750	$1,140	$1,077	$2,967
090	UNION	100%	$750	$35,725	$33,760	$70,235
D3	VANCE	80%	$750	$7,558		$8,308
092	WAKE	77%	$750	$175,541		$176,291
093	WARREN	32%	$750	$1,216		$1,966
D4	WASHINGTON	100%	$750	$2,606	$2,463	$5,819
D2	WATAUGA	89%	$750	$15,318		$16,068
096	WAYNE	80%	$750	$20,371		$21,121
097	WILKES	100%	$750	$11,782	$11,134	$23,666
098	WILSON	100%	$750	$20,197	$19,086	$40,033
099	YADKIN	93%	$750	$8,735		$9,485
100	YANCEY	73%	$750	$2,378		$3,128
	Subtotal:		$37,500	$1,041,082	$238,986	$1,317,568

	1st (1)	2nd (2a)	3rd (2b)	Total
TOTALS:	$75,000	$1,842,817	$422,766	$2,340,583

D1-Albemarle Regional Health Services	$31,330	Bertie, Camden, Chowan, Currituck, Gates, Hertford, Pasquotank, Perquimans
D2-Appalachian District Health Department	$25,992	Alleghany, Ashe, Watauga
D3-Granville-Vance Health Department	$16,361	Granville, Vance
D4-Martin-Tyrrell-Washington District Health Department	$19,885	Martin, Tyrrell, Washington
D6-Toe River District Health	$1,823	Avery, Mitchell
D7-Foothills Health District	$45,958	McDowell, Rutherford

DPH-Aid-To-Counties **For Fiscal Year: 23/24** **Budgetary Estimate Number : 0**

Activity 874 Service Period Payment Period		AA	131106 2B04752 200SZ00000 04/01-05/31 05/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	68,545	$0.00	68,545	68,545
D1 Albemarle	*	0	31,330	$0.00	31,330	31,330
02 Alexander	*	0	5,326	$0.00	5,326	5,326
04 Anson	*	0	4,385	$0.00	4,385	4,385
D2 Appalachian	*	0	25,992	$0.00	25,992	25,992
07 Beaufort	*	0	22,503	$0.00	22,503	22,503
09 Bladen	*	0	6,227	$0.00	6,227	6,227
10 Brunswick	*	0	31,226	$0.00	31,226	31,226
11 Buncombe	*	0	56,865	$0.00	56,865	56,865
12 Burke	*	0	5,988	$0.00	5,988	5,988
13 Cabarrus	*	0	42,696	$0.00	42,696	42,696
14 Caldwell	*	0	7,614	$0.00	7,614	7,614
16 Carteret	*	0	44,997	$0.00	44,997	44,997
17 Caswell	*	0	4,446	$0.00	4,446	4,446
18 Catawba	*	0	73,086	$0.00	73,086	73,086
19 Chatham	*	0	30,106	$0.00	30,106	30,106
20 Cherokee	*	0	16,061	$0.00	16,061	16,061
22 Clay	*	0	6,453	$0.00	6,453	6,453
23 Cleveland	*	0	14,820	$0.00	14,820	14,820
24 Columbus	*	0	8,021	$0.00	8,021	8,021
25 Craven	*	0	22,035	$0.00	22,035	22,035
26 Cumberland	*	0	22,226	$0.00	22,226	22,226
28 Dare	*	0	52,177	$0.00	52,177	52,177
29 Davidson	*	0	14,936	$0.00	14,936	14,936
30 Davie	*	0	15,956	$0.00	15,956	15,956
31 Duplin	*	0	7,708	$0.00	7,708	7,708
32 Durham	*	0	52,622	$0.00	52,622	52,622
33 Edgecombe	*	0	5,294	$0.00	5,294	5,294
D7 Foothills	*	0	45,958	$0.00	45,958	45,958
34 Forsyth	*	0	73,795	$0.00	73,795	73,795
35 Franklin	*	0	8,191	$0.00	8,191	8,191
36 Gaston	*	0	39,831	$0.00	39,831	39,831
38 Graham	*	0	2,108	$0.00	2,108	2,108
D3 Gran-Vance	*	0	16,361	$0.00	16,361	16,361
40 Greene	*	0	3,886	$0.00	3,886	3,886
41 Guilford	*	0	69,285	$0.00	69,285	69,285
42 Halifax	*	0	23,876	$0.00	23,876	23,876
43 Harnett	*	0	17,351	$0.00	17,351	17,351
44 Haywood	*	0	17,034	$0.00	17,034	17,034
45 Henderson	*	0	21,781	$0.00	21,781	21,781
47 Hoke	*	0	7,173	$0.00	7,173	7,173
48 Hyde	*	0	3,510	$0.00	3,510	3,510
49 Iredell	*	0	24,395	$0.00	24,395	24,395
50 Jackson	*	0	29,050	$0.00	29,050	29,050

51 Johnston	*	0	88,186	$0.00	88,186	88,186
52 Jones	*	0	2,967	$0.00	2,967	2,967
53 Lee	*	0	6,649	$0.00	6,649	6,649
54 Lenoir	*	0	4,902	$0.00	4,902	4,902
55 Lincoln	*	0	11,652	$0.00	11,652	11,652
56 Macon	*	0	11,168	$0.00	11,168	11,168
57 Madison	*	0	1,879	$0.00	1,879	1,879
D4 M-T-W	*	0	19,885	$0.00	19,885	19,885
60 Mecklenburg	*	0	247,250	$0.00	247,250	247,250
62 Montgomery	*	0	5,858	$0.00	5,858	5,858
63 Moore	*	0	26,389	$0.00	26,389	26,389
64 Nash	*	0	17,138	$0.00	17,138	17,138
65 New Hanover	*	0	62,349	$0.00	62,349	62,349
66 Northampton	*	0	3,389	$0.00	3,389	3,389
67 Onslow	*	0	66,961	$0.00	66,961	66,961
68 Orange	*	0	52,705	$0.00	52,705	52,705
69 Pamlico	*	0	3,889	$0.00	3,889	3,889
71 Pender	*	0	12,316	$0.00	12,316	12,316
73 Person	*	0	6,451	$0.00	6,451	6,451
74 Pitt	*	0	73,402	$0.00	73,402	73,402
75 Polk	*	0	6,223	$0.00	6,223	6,223
76 Randolph	*	0	23,455	$0.00	23,455	23,455
77 Richmond	*	0	18,385	$0.00	18,385	18,385
78 Robeson	*	0	4,659	$0.00	4,659	4,659
79 Rockingham	*	0	14,797	$0.00	14,797	14,797
80 Rowan	*	0	25,797	$0.00	25,797	25,797
82 Sampson	*	0	9,871	$0.00	9,871	9,871
83 Scotland	*	0	6,465	$0.00	6,465	6,465
84 Stanly	*	0	13,337	$0.00	13,337	13,337
85 Stokes	*	0	6,568	$0.00	6,568	6,568
86 Surry	*	0	19,079	$0.00	19,079	19,079
87 Swain	*	0	5,915	$0.00	5,915	5,915
D6 Toe River	*	0	1,823	$0.00	1,823	1,823
88 Transylvania	*	0	9,673	$0.00	9,673	9,673
90 Union	*	0	70,235	$0.00	70,235	70,235
92 Wake	*	0	176,291	$0.00	176,291	176,291
93 Warren	*	0	1,966	$0.00	1,966	1,966
96 Wayne	*	0	21,121	$0.00	21,121	21,121
97 Wilkes	*	0	23,666	$0.00	23,666	23,666
98 Wilson	*	0	40,033	$0.00	40,033	40,033
99 Yadkin	*	0	9,485	$0.00	9,485	9,485
00 Yancey	*	0	3,128	$0.00	3,128	3,128
Totals			2,340,583	0	2,340,583	2,340,583

Sign and Date - DPH Program Administrator DocuSigned by: Shane Smith A3EE406CB0F147A... 02/28/24 | 3:47 PM EST	Sign and Date - DPH Section Chief DocuSigned by: Larry Michael BE3FD889D7104BD... 02/28/24 | 3:48 PM EST
Sign and Date - DPH Budget Office – ATC Coordinator Sarah Griffin 2/28/2024	Sign and Date - DPH Budget Officer S. Rosfeld 2/29/2024

ag 2/29/2024

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Finance	

AGENDA ITEM # 19

Caldwell County Schools Lottery Funding Flow Through

BACKGROUND

This revision allows the school system to pull down lottery funds. The funds flow through the County's budget.

RECOMMENDED MOTION

Approval of budget revision.

BUDGET IMPACT

100% sState lottery funds, no County dollars used.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Lottery Funds Flow Through

Budget Revision # _____
Item No. _____
Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This revision allows additional lottery money to flow through the county to the public school system.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount	Line Item #	Title	I/D		Amount
74.5910.334302	Lottery Revenue	I	$	99,000.00	74.5910.465810	Lottery Expense	I	$	99,000.00
Total				**99,000.00**	**Total**				**99,000.00**

Attachments (Yes or No): No
Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			03/25/24		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	

AGENDA ITEM # 20

Approval of Legal Contract for County Attorney

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. County Attorney Contract 2024

GENERAL COUNSEL AGREEMENT

BETWEEN

Wilson, Lackey, Rohr & Hall, P.C.

AND

BOARD OF COMMISSIONERS OF CALDWELL COUNTY

A NORTH CAROLINA BODY CORPORATE

THIS CONTRACT, made and entered into on the date it is executed by the last of the parties, by and between The Board of Commissioners of CALDWELL COUNTY, a body corporate and politic existing under the law of North Carolina (hereinafter referred to as the "Board"), party of the first part; and Wilson, Lackey, Rohr & Hall, P.C. (hereinafter referred to as the "Firm"), parties of the second part;

W I T N E S S E T H:

Whereas, the Board wishes to retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law.

NOW, THEREFORE, for and in consideration of the sums and mutual agreements contained herein, the parties hereto agree as follows:

1. The Board does hereby retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law.

2. This contract shall exist and continue for an initial period beginning April 1, 2024 through June 30, 2025. Either party may terminate this contract at any time, with or without cause, upon 30 days' notice to the other party of the terminating party's intent to terminate this contract. Unless terminated by either party, this contract shall automatically renew for successive one year terms.

3. The Board shall pay a monthly retainer to Firm in the sum of $3,000.00 each month, payable on the 1st day of each month. The retainer fee shall be for and in consideration of the following services:

   a. Continuous availability for representation of the Board both in and out of court, and availability for the performance of any legal services for the Board. All time spent on representation and the performance of any legal services for the Board by Firm shall be billed at the hourly rates listed in section 4 of this contract, except for the regular monthly business meeting of the Board.

   b. Attendance and participation as legal counsel at the regular monthly business meeting of the Board as necessary, not including special, work-session, emergency, or other meetings of the Board.

   c. The Board shall refer to the Firm all legal matters arising in the course of the business of the Board and shall notify the Firm of all meetings of the Board and provide the Firm with a copy of agenda in advance of said meetings.

4. For such services rendered by the Firm which are not covered by the said annual retainer, the Board shall pay, to the Firm, the sum of THREE-HUNDRED DOLLARS ($300.00) per hour for attorneys and ONE-HUNDRED FIFTY DOLLARS ($150.00) per hour for paralegals/legal assistants. Time shall be charged in minimum units of one-tenth (.10) of an hour. The time charged may include, but is not limited to, court appearances, travel time, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for trials, hearings, and conferences, drafting of pleadings, instruments, office memoranda and correspondence. Firm shall use its discretion in staffing to provide services in the most economical manner possible. All time spent on the Board's behalf, including time spent in telephone and email communications, will be charged to the Board. Said hourly fee may be modified at the end of each term of the contract by agreement of the parties.

5. The Board shall reimburse Firm all actual expenses incurred by the Firm in the course of such employment, including but not limited to copying costs, court fees advanced by Firm, travel, and, lodging & meals incurred while attending conferences or meetings of the NC Association of County Attorneys or other similar groups, together with the annual dues for any such association. Board will not be charged an hourly rate for time spent by Firm attending conferences or meetings of the NC Association of County Attorneys or other similar groups.

6. For all matters regarding legal advice directly to the Caldwell County Sheriff's Office or the Caldwell County Department of Social Services, Firm shall have no obligation to provide services to Board and Board shall obtain other counsel for such services if Firm determines that it has a conflict in any such matter. This provision shall not prohibit Firm from representing Board on any matter where the Caldwell County Sheriff's Office or the Caldwell County Department of Social Services is a party to an Agreement or is impacted by the matter at issue, so long as Firm, in its sole discretion, accepts such representation of Board.

7. It is understood and agreed by and between the parties hereto that the Firm shall be responsible for all legal services performed pursuant to this contract and that it will perform any and all legal services requested that are within the scope of reasonable and sound legal practice. Such services or expenses enumerated herein or performed in accordance with this agreement shall be billed by the Firm to the Board on a monthly basis and the Board shall pay for such services or expenses so billed within 30 days of receipt of such billings.

The Board executed this contract by the authority of the majority vote of the Board, meeting in regular session.

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

ATTEST:

CALDWELL COUNTY BOARD OF COMMISSIONERS

_____
Abby Rich, County Clerk

BY: _____
Randy T. Church Chairman

WILSON, LACKEY, ROHR & HALL, P.C.

BY: _____
David S. Lackey, President

Pre-Audit Certificate:
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By:_____
Chief Financial Officer

Date Signed:_____

NORTH CAROLINA
CALDWELL COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Randy T. Church personally came before me this day and acknowledged that he is Chairman of the Caldwell County Board of Commissioners, a North Carolina Body Corporate, and that by authority duly given and as the act of the Caldwell County Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested Abby Rich as its Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2024.

My Commission Expires: _____

_____
Notary Public

NORTH CAROLINA
CALDWELL COUNTY

I, _____, a Notary Public of the county and state aforesaid, do hereby certify that David S. Lackey personally appeared before me this day and acknowledged that he is President of WILSON, LACKEY, ROHR & HALL, P.C., a North Carolina Professional Corporation, and that he, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notaries seal, this ____ day of _____, 2024.

My Commission Expires: _____

_____
Notary Public

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	

AGENDA ITEM # 21

Legal Fees for Contract Services

BACKGROUND

RECOMMENDED MOTION

Approval of budget revision.

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Admin Legal Fees

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This budget revision is needed to cover legal expenses related to the updating of the county's ordinances.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D	Amount
10.9800.397000	Fund Balance App	I	$ 49,000.00
Total			**49,000.00**

Line Item #	Title	I/D	Amount
10.4110.419900.	Legal Fees	I	$ 49,000.00
Total			**49,000.00**

Attachments (Yes or No): No
Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			04/02/24		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	DSS	

AGENDA ITEM # 22

DSS Donated Funds

BACKGROUND

Request to increase the County budget appropriation for Donated Funds.

RECOMMENDED MOTION

Approval of budget revision.

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- DSS Donated Funds

Budget Revision # _____
Item No. _____
Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting May 13, 2024

Subject:

Background and explanation for the Budget Revision:
Request to increase county budget appropriation for Donated Funds

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being

SUPPLEMENTAL APPROPRIATION

Revenues: (Increase) / Decrease (Circle One)			**Expenditures: (Increase) / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10 5392 364601	DSS Donated Funds	50,000.00	10 5392 432900	Exp of Donated Funds	50,000.00
Total		**50,000.00**	**Total**		**50,000.00**

Attachments (Yes or No):
Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
[signature]	4/2/24				

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	

AGENDA ITEM # 23

Reappointment of Dr. Jeff Church to the Planning Board

BACKGROUND

Dr. Jeff Church has submitted an application requesting reappointment to the Planning Board.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	

AGENDA ITEM # 24

Appointment of Suzanne Kymer to the Council on Aging

BACKGROUND

The Council on Aging has approved Suzanne Kymer for appointment.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Emergency Services	

AGENDA ITEM # 25

Amity Creek Fireworks Application

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Amity Creek Fireworks Display April 2024 Letter
2. Amity Creek Fireworks Display Application April 2024 (2)_Redacted

Commissioners
Randy T. Church, Chairman
Michael W. LaBrose, Vice Chairman
Jeff Branch
Donnie Potter
Robbie Wilkie

Donald Duncan, County Manager

County of Caldwell
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757- 1295

www.caldwellcountync.org

To: Mr. Duncan

From: Ricky K Brown

Ref: Fireworks Display

Date: March 5th, 2024

Due to some changes in the North Carolina law, fireworks displays are now required to be approved by the County Board of Commissioners. This change came in effect February 1, 2010, and the approval must be granted prior to a permit being issued by the Fire Marshal's Office. I have attached a copy of General Statute 14-413, and copies of one (1) application packet for fireworks display in Caldwell County. The date of the display is April14th, 2024 and conducted by Skyworks Pyro for Amity Creek Farms. The display is located at Amity Creek Farms at 6088 Petra Mill Road, Granite Falls NC, 28630. The General Statute requires that the County ensures proof of insurance prior to providing approval. A copy of the insurance certificate is provided in the packet. I have required that the information be submitted by each applicant that is required by the North Carolina Fire Code and this office will conduct the necessary inspections of these sites prior to the display. I would respectfully request that this fireworks display be placed on the next agenda for consideration by the Board. It is my understanding that most Counties are placing these items on the consent agenda once the insurance certificate has been verified. As always, if I can be of any further assistance in this matter, please do not hesitate to contact me.

Ricky K Brown, CFI
Caldwell County Fire Marshal
828-757-1277
rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Date: 3/3/2024

Attention: Caldwell County Fire Marshal's Office

Re: application for fireworks permit

Please find the attached documents listed below in support of our request for a permit for an outdoor fireworks display.

- Application
- Shot list
- Certificate of insurance
- Site display
- Copy of operator license

Date/time of show: Sunday 04/14/2024, time TBD
Sponsor & location: Wedding, Amity Creek Farms
Ignition system: Hand fired
Size of product: 1.4g

Please let me know if further information is needed.

Thank you,
Eric Wright

Eric Wright, President
Skyworks Pyro

Caldwell County Fire Marshal's Office

Phone (828)757-1277 | Ricky K. Brown, Fire Marshal | Fax (828)757-1182
2345 Morganton Blvd.
PO Box 2200
Lenoir NC, 28645

APPLICATION FOR FIREWORKS DISPLAY PERMIT

- Name: JECO / SkyWorks Pyro (individual, group or organizational sponsor)
- Address: 195 Rogers Ridge Rd
  Newland, NC 28657
- Location of Display: Amity Creek Farms 6088 Petra Mill Rd. (Street Address)
  Granite Falls, NC 28630
- Name, Address and Phone number of fireworks display operator: [redacted]
- Date and Time of Fireworks Display: 4-14-24 approx 9:30 pm
- Proposed Rain/Wind date if event is postponed: N/A
- Provide a copy of approval for the fireworks display from the Caldwell County Commissioners or from the Municipality if authority has been transferred by the Board of Commissioners.
- Provide the qualifications of the operator which demonstrate experience with use of fireworks and knowledge of all safety precautions related to the storage, handling or use of fireworks. Operators **must have a Permit from the Office of State Fire Marshal** and provide a copy of permits of all personnel involved in the display to this office or provide documentation as required for assistants on site.
- Provide Evidence of Financial Responsibility by the sponsor of the event or the operator of the fireworks display. (Insurance Certificate) **Caldwell County is to be included in the Certificate Holder section.**
- Provide a "Procedure Plan for Failures" which establishes procedures to follow and actions to be taken in the event that a shell fails to ignite or other malfunctions.
- Provide a diagram (including distances) of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience is to be restrained, and the location of other possible overhead obstructions.
- Provide information regarding the number and types of fireworks which will be discharged.
- Provide information regarding the manner and place of storage of such fireworks prior to delivery to the outdoor fireworks display site.

By signing this document, the applicant agrees that the operation of this outdoor fireworks display will conform to the terms of NFPA 1123 or NFPA 1126, and the General Statutes of North Carolina.

[signature] 3-3-24

(Signature of Applicant) (Date)

rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Shot List

Display Date: 04/14/2024

Show Sponsor: Amity Creek Farms

Location of Show:
6088 Petra Mill Rd
Granite Falls, NC 28630

Shots to be fired:

Number of shots	Description
224	1.75" shells
19	500 gram cakes
10	200 gram cakes

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 **FAX (A/C, No):** 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JECO Pyrotechnics Inc
195 Rogers Ridge Rd
Newland NC 28657

COVERAGES **CERTIFICATE NUMBER:** 913521633 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			CPS4054488	10/25/2023	10/25/2024	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Additional Insured: Amity Creek Farms; Caldwell County, NC
Date: 4/14/2024
Location: 6088 Petra Mill Rd, Granite Falls NC

CERTIFICATE HOLDER

Amity Creek Farms
6088 Petra Mill Rd.
Granite Falls NC 28630

CANCELLATION

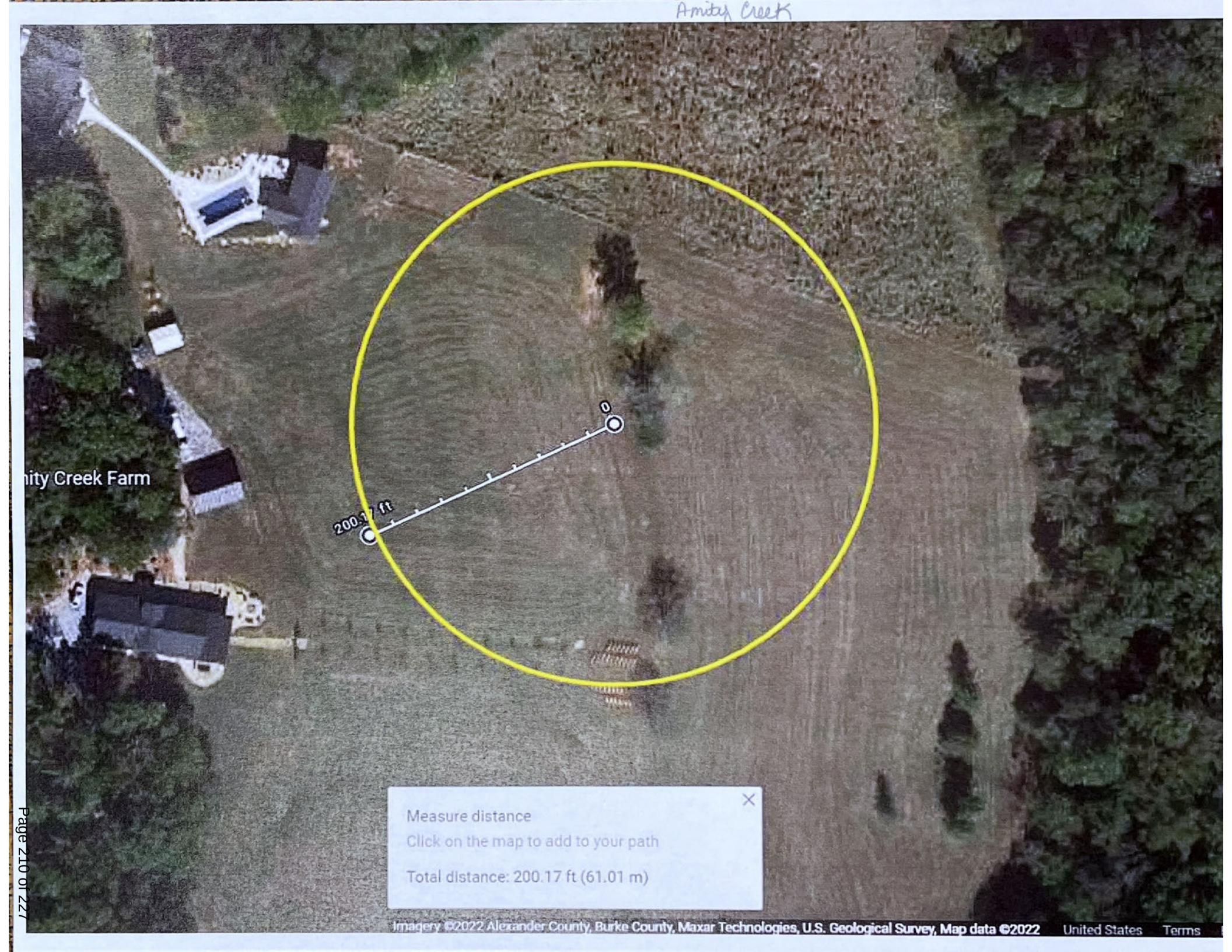
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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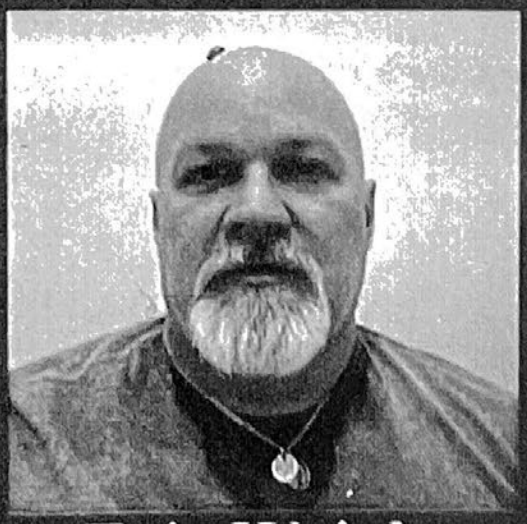
Amity Creek


ity Creek Farm
0
200.17 ft
Measure distance
Click on the map to add to your path
Total distance: 200.17 ft (61.01 m)
Imagery ©2022 Alexander County, Burke County, Maxar Technologies, U.S. Geological Survey, Map data ©2022
United States
Terms

Outdoor Pyrotechnics Display

OPERATORS LICENSE

JUN



2026

Eric Wright
License # 3822

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Emergency Services	

AGENDA ITEM # 26

Town of Sawmills Fireworks Application

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Town of Sawmills Baird Park Fireworks Display Letter May 2024
2. Town of Sawmills Fireworks Display Application May 2024 (1)_Redacted

Commissioners
Randy T. Church, Chairman
Michael W. LaBrose, Vice Chairman
Jeff Branch
Donnie Potter
Robbie Wilkie

Donald Duncan, County Manager

County of Caldwell
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757- 1295

www.caldwellcountync.org

To: Mr. Duncan

From: Ricky K Brown

Ref: Fireworks Display

Date: March 5th, 2024

Due to some changes in the North Carolina law, fireworks displays are now required to be approved by the County Board of Commissioners. This change came in effect February 1, 2010, and the approval must be granted prior to a permit being issued by the Fire Marshal's Office. I have attached a copy of General Statute 14-413, and copies of one (1) application packet for fireworks display in Caldwell County. The date of the display is May 11th, 2024 and conducted by Skyworks Pyro for the Town of Sawmills Baird Park located at 4077 Baird Dr, Hudson NC 28638. The General Statute requires that the County ensures proof of insurance prior to providing approval. A copy of the insurance certificate is provided in the packet. I have required that the information be submitted by each applicant that is required by the North Carolina Fire Code and this office will conduct the necessary inspections of these sites prior to the display. I would respectfully request that this fireworks display be placed on the next agenda for consideration by the Board. It is my understanding that most Counties are placing these items on the consent agenda once the insurance certificate has been verified. As always, if I can be of any further assistance in this matter, please do not hesitate to contact me.

Cc: File

Ricky K. Brown
Caldwell County Fire Marshal
Phone# 828-757-1277
Email: rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Date: 3/3/2024

Attention: Caldwell County Fire Marshal's Office

Re: application for fireworks permit

Please find the attached documents listed below in support of our request for a permit for an outdoor fireworks display.

- Application
- Shot list
- Certificate of insurance
- Site display
- Copy of operator license

Date/time of show: Saturday, 05/11/2024, time TBD
Sponsor & location: Town of Sawmills, 4077 Baird Dr, Hudson, NC 28638
Ignition system: Hand fired
Size of product: 1.3g

Please let me know if further information is needed.

Thank you,
Eric Wright

Eric Wright, President
Skyworks Pyro

Caldwell County Fire Marshal's Office

Phone (828)757-1277
Ricky K. Brown, Fire Marshal
2345 Morganton Blvd.
PO Box 2200
Lenoir NC, 28645
Fax (828)757-1182

APPLICATION FOR FIREWORKS DISPLAY PERMIT

- Name: Town of Sawmills (individual, group or organizational sponsor)
- Address: 4076 US Hwy 321-A Sawmills, NC 28630
- Location of Display: 4077 Baird Dr. Hudson, NC 28638 (Street Address)
- Name, Address and Phone number of fireworks display operator: [redacted]
- Date and Time of Fireworks Display: 5/11/2024 9:00 pm
- Proposed Rain/Wind date if event is postponed: N/A
- Provide a copy of approval for the fireworks display from the Caldwell County Commissioners or from the Municipality if authority has been transferred by the Board of Commissioners.
- Provide the qualifications of the operator which demonstrate experience with use of fireworks and knowledge of all safety precautions related to the storage, handling or use of fireworks. Operators **must have a Permit from the Office of State Fire Marshal** and provide a copy of permits of all personnel involved in the display to this office or provide documentation as required for assistants on site.
- Provide Evidence of Financial Responsibility by the sponsor of the event or the operator of the fireworks display. (Insurance Certificate) **Caldwell County is to be included in the Certificate Holder section.**
- Provide a "Procedure Plan for Failures" which establishes procedures to follow and actions to be taken in the event that a shell fails to ignite or other malfunctions.
- Provide a diagram (including distances) of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience is to be restrained, and the location of other possible overhead obstructions.
- Provide information regarding the number and types of fireworks which will be discharged.
- Provide information regarding the manner and place of storage of such fireworks prior to delivery to the outdoor fireworks display site.

By signing this document, the applicant agrees that the operation of this outdoor fireworks display will conform to the terms of NFPA 1123 or NFPA 1126, and the General Statutes of North Carolina.

Eric Wright
(Signature of Applicant)

3-3-2024
(Date)

rbrown@caldwellcountync.org

SKYWORKS
PYRO

Skyworks Pyro
195 Rodgers Ridge Rd
Newland, NC 28657
Ph. 828-260-2619
events@skyworkspyro.com

Shot List

Display Date: 05/11/2024

Show Sponsor: Town of Sawmills

Location of Show:
4077 Baird Dr.
Hudson, NC 28638

Shots to be fired:

Number of shots	Description
198	2.5" Shells
272	3" Shells
124	4" Shells
18	5" Shells

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2024

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PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 **FAX (A/C, No):** 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JECO Pyrotechnics Inc
195 Rogers Ridge Rd
Newland NC 28657

COVERAGES **CERTIFICATE NUMBER:** 1793442556 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CPS4054488	10/25/2023	10/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Additional Insured: Town of Sawmills; Caldwell County, NC
Location of show: 4077 Baird Drive, Hudson NC, 28638
dates of display: 05/11/2024 & 10/19/2024

CERTIFICATE HOLDER
Town of Sawmills
4076 US Highway 321-A
Sawmills NC 28630

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Sawmills 4077 Baird Dr Hudson NC 28638



Display Site

Discharge Site

Outdoor Pyrotechnics Display

OPERATORS LICENSE

APR 2025



Laura Wright

License # 3962

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
April 8, 2024	Administration	

AGENDA ITEM # 27

Letter of Support for VAYA Health

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Vaya Support Letter 2024

Caldwell County
NORTH CAROLINA
PO Box 2200 • Lenoir, NC 28645
828-757-1300 • CaldwellCountyNC.org

April 1, 2024

Secretary Kody H. Kinsley
N.C. Department of Health and Human Services
2001 Mail Service Center
Raleigh, NC 27699-2000

Dear Secretary Kinsley:

As County Commissioners in Caldwell County, we recognize that caring for children and youth in foster care is one of the most important functions of government. As such, we applaud the Department's increased resources and attention for this population reflected in the NCDHHS Children and Families Specialty Plan (CFSP) waiver Request for Proposals (RFP).

I am writing to extend Caldwell County's support for Vaya Health to become the statewide administrator for the CFSP, in collaboration with Partners Health Management.

Vaya is highly qualified to administer a specialty plan for children and families served by the child welfare system. For more than 50 years, Vaya has been a trusted partner in the State's public behavioral health system. Vaya's service to the State includes more than 12 years of experience administering a Medicaid health plan covering a full array of mental health, substance use disorder, and intellectual/ developmental disability (I/DD) services. In the coming months, Vaya will begin operating the Behavioral Health and I/DD Tailored Plan that includes physical health, pharmacy services and behavioral health services for its members. Vaya currently operates in nearly one-third of the state's 100 counties, understands the needs of our community, and is invested in the well-being of North Carolinians.

Vaya's expertise and experience will offer the best support for the complex needs of the population to be served by the CFSP. CFSP members will depend on plan services for supporting and maintaining family systems, preventing entry into foster care, and ensuring permanency when foster care placements are necessary. These efforts will require close coordination with local Departments of Social Services (DSS). Many years ago, Vaya pioneered on-site, embedded care management, growing the concept to include almost all counties it serves. Embedding staff in county social service agencies ensures DSS-involved youth and their families receive timely, appropriate support and services. Vaya has fostered these partnerships through regular meetings with county social service agencies, state child welfare leadership, and its peer LME/MCOs to discuss successes, challenges, and solution-oriented opportunities for collaboration.

One notable example of Vaya's continual investment in North Carolina's child welfare system, provider agencies, and involved children and families is the Pathways to Permanency project. Launched in March 2021, the project is an ongoing partnership among Vaya, local DSS agencies, providers, and a lived experience advisory council. Resources created through this project include a pathway for assessing the clinical needs of children entering custody, cross-systems training, and the "Adventure Awaits" foster care recruitment campaign.

Vaya's committed and long-serving executive leadership team has successfully administered services and support on behalf of the people of North Carolina while maintaining quality standards and fiscal responsibility. Vaya staff have achieved this success via dedication to members and recipients and extensive state and local partnerships with government agencies, individuals and families, health care providers, and community-based organizations. By adhering to best practices and implementing innovative programs to address service gaps, Vaya meets individual and community needs and offers wraparound services and support to help them live lives that are meaningful to them.

Awarding the CFSP to Vaya will allow North Carolina to build on the solid foundation that counties have built through

LME/MCOs—a legacy of stable, personalized care available through dedicated local providers who are deeply rooted in the communities they serve. Expanding Vaya's work statewide will utilize those established foundations in the 47 counties currently served by Vaya and Partners, retaining the local focus and community voice we hold dear, while allowing the state's other counties to benefit from that proven model.

Sincerely,

Randy T. Church, Chairman

Mike LaBrose, Vice Chairman

Jeff Branch, Commissioner

Donnie Potter, Commissioner

Robbie Wilkie, Commissioner

Caldwell County
North Carolina
Board of Commissioners Meeting

March 11, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Attendance

Randy Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
David Lackey, County Attorney
Donald Duncan, County Manager
Abby Rich, County Clerk

Absent: Robbie Wilkie, Commissioner

Call to Order
Chairman Church called the Board of Commissioners Regular Session to order at 6:10 PM.

Public Comment Period
The public comment period began at 6:04 PM. There were two individuals signed up for public comment.

The first individual to speak was John Nichols. Mr. Nichols spoke about Tri-County Motor Speedway and his support for the County. Mr. Nicholas continued by saying he was there for the years when there was a boom at the Speedway and the years that it went downhill. He also stated the new owners are a good asset to the community and he is at this meeting simply as a fan. He spoke about the shortages the Speedway faced during the COVID-19 pandemic and mentioned the grant funding that was received to assist with facility updates. Mr. Nichols told the Board the owners of the Speedway have indicated they had opportunities for events, but had to turn them down due to the inability to operate during the week. Mr. Nichols thanked the Board.

Rhonda Marsh was the next individual to speak. Ms. Marsh came to speak about an event that she is organizing called the Caldwell Faith Fair that will be hosted at the Caldwell Fairgrounds. Ms. Marsh mentioned the events that would be taking place during the fair, including games, vendors, and food trucks. She continued by stating everything is free other than the vendors and food trucks. Ms. Marsh said she is doing this as an act of faith and asked if the County would sponsor the fair. The Board thanked Ms. Marsh for coming and putting the information together. Ms. Marsh thanked the Board.

Invocation

Caldwell County Chaplain, Jason Hines, provided the invocation for those in attendance.

Pledge of Allegiance
Commissioner Jeff Branch led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
There were no proposed amendments to the agenda.
Vice Chairman LaBrose made the motion to adopt the agenda as presented by the County Manager and Clerk.
The motion carried unanimously.

1. Recognition of Retirees

Chairman Church recognized the recent retirees that were in attendance, and those that could not make it to the meeting. Those retirees were:

Kaiser Isbell	*Caldwell County Sheriff's Office*
Patricia Hall	*Department of Social Services*
Diana Kirk	*Caldwell County Health Department*
Sharon Alley	*Caldwell County Health Department*
Janie Mangum	*Department of Social Services*
Deborah Clark	*Department of Social Services*
Eric Byrd	*Caldwell County Sheriff's Office*
Tina Green	*Department of Social Services*
C.V. Morris	*Department of Social Services*
Lucy McCarl	*Department of Social Services*
Audrey Frazier	*Department of Social Services*
Teresa Spears	*Department of Social Services*
Matthew Mace	*Caldwell County EMS*

Chairman Church also noted the approximate combined years of service between all of the retirees was 345 years.
The Board thanked the previous employees for their time served with Caldwell County.

2. Tri-County Motor Speedway

Ronnie Crate Payne came to the podium, thanked the Board for their time, and introduced Senator Eddie Settle. Mr. Settle addressed the Board about the North Wilkesboro Speedway. He told the Board that his goal as a Commissioner was to get the track fixed and that when the track left in 1996 it was a hollow place. Mr. Settle continued by telling the Board in 2013 he began to campaign for the track, and in 2016, the momentum picked up with some major players, such as Dale Earnhardt Jr. getting on board.

In 2022 they had a month of racing and the attendance was twice what had been estimated. Senator Settle said grown men stood in the stands and cried. The NASCAR All Star Race brought in $100,000,000 to the area from room, meals, etc. When it was announced that the North Wilkesboro Speedway would be hosting the All Star Race, every hotel in Surry County was booked in an hour. Senator Settle asked if there were any questions from the Board. Vice Chairman LaBrose said that they have done a great job and the Speedway looks great. Chairman Church thanked Senator Settle for coming.

Senator Dean Proctor then came to the podium. He said that he grew up going to Hickory's Speedway. He continued by saying he knows what a speedway can be for a family. Senator Proctor told the Board that Tri-County Motor Speedway is going to ask for a review of their requirements and that he believes they deserve it. He asked for the Board's consideration on the review of the Racetrack and Drag Strips Ordinance and said that it's a pleasure representing Caldwell County.

Shad Higgins with Tri-County Motor Speedway came to the podium. He said that 2024 is looking to be a great year for the Speedway. There will be multiple events hosted that will air on television. Mr. Higgins said that Tri-County Motor Speedway will be the premier short track and this will have a great impact on Caldwell County. Mr. Higgins told the Board that they want to continue being a great neighbor and community member, and briefly mentioned all of the programs the Speedway donates to and other community efforts they are involved in. He said that they would appreciate a review of the current Ordinance. It was noted that the Speedway does not want to operate on Sunday's. Mr. Higgins then continued to ask for a review, told the Board they have proved they are a great neighbor, and stated Tri-County is ready to be beneficial to the County. The Board thanked Mr. Higgins for coming.

3. Naming of Unnamed Road- Woodstone Dr.

GIS Administrator, Micah Kelly, came to the podium. Mr. Kelly told the Board that this is an unnamed road and per Board request, the homeowners have revised the name from Woods Rd. to Woodstone Dr. There are 6 out of 8 landowners that have voted in favor of the name Woodstone Dr.
Chairman Church declared the public hearing open and with there being no individuals signed up for comment, the public hearing was declared closed.
Commissioner Branch made the motion to name the unnamed road Woodstone Dr.
The motion carried unanimously.

4. Target Industries Updates

Caldwell County Economic Development Director, Ashley Bolick, came to the Podium to provide a brief update on target industries for Caldwell County. Mrs. Bolick said one of the key steps in recruiting is understanding who the target industries are. The target industries when Mrs. Bolick arrived a little over a year ago were Wood Technology and Furniture, Green Technology, Biotechnology, Textiles, Data Centers, Food Processing, and Plastics. This list was last updated in July of 2011. There was a new evaluation conducted based on 3 criteria. Those criteria were local concentration, past growth performance, and average salaries. The industries were then ranked according to this criteria and input from Economic Development Advisory Committee. Plastics was ranked as number 1, Textiles was ranked as number 2, Wood Technology and Furniture were ranked as numbers 5 and 6. Data Centers, Food Processing, and Biotechnology are doing well, they are just represented in low quantities. The recommendation is to remove Green Technology and Biotechnology was renamed to Biopharmaceuticals as this is more relevant to local employers. In addition, Emerging Technologies and Aerospace have been added to this list as well. Wood Technology and Furniture, Food Processing, Textiles, and Plastics are being kept and placed under the header of Advanced Manufacturing. The next steps are to update the website and marketing resources, and to research, evaluate, and recommend improvements to the incentive structure.

5. Golden Leaf Foundation Grant Pre-Application for Economic Development

Economic Development Director, Ashley Bolick, presented a potential grant funding

opportunity with the Golden Leaf Foundation that would require no local match. The Golden Leaf Foundation is working to strengthen North Carolina's supply of products. The application is for a due diligence grant for up to $50,000 for the Foothills Regional Airport and for up to $1,500,000 in grading for the Evergreen Industrial Park. The only expense is the grant administration cost and this expense would come out of the Economic Development budget. If awarded the grant, 5% would go to the Western Piedmont Council of Governments for their assistance in writing the full grant application.

Commissioner Potter made the motion to approve the application for the Golden Leaf Foundation Grant.
The motion carried unanimously.

Consent

6. Board of Equalization and Review 2024

This resolution ratifies the appointments made at the February 12th Board of Commissioners meeting.

7. Computer Equipment Purchase for County Plaza and ROD

A server that runs most of the County Office needs to be replaced as it's 22 years old and cannot be updated anymore. There is a $200,000 grant the County has applied for, but the Board is being asked for the funding in case the grant does not go through. $216,180 of the budget revision will come from a Fund Balance Appropriation and the other $100,000 comes from a Fund Balance Appropriation from the Register of Deeds.

8. Roadside Litter Pickup

So far in 2024, there has been over 6,000 pounds of litter picked up off of the roadways. Commissioner Branch asked if the gas funds were not enough to cover the cost of the litter pick-up. The County Manager told Commissioner Branch that the funds are enough, however, the County did not budget enough because the service is being used more than estimated. Commissioner Potter asked if the contracting company was short handed last year and the County Manager confirmed this. Chairman Church asked for the total with adding the $50,000. The total would be $90,000. Chairman Church noted that there has been criticism about the County not doing enough about the littering issue, but the County is spending $90,000 a year. Commissioner Potter added that the roads being cleaned are secondary State roads and the State does not clean these roads. Chairman Church concluded by stating the County needs everyone's help to fight the issues with litter.

9. Building Outdoor Communities Grant Acceptance

The County was awarded this grant in the amount of $25,000. Caldwell's local contribution is $6,250 and the City of Hickory has agreed to contribute $1,250.

10. Animal Care and Enforcement use of Donated Funds

Animal Care and Enforcement is requesting to use $1,000 in donated funds to purchase rabies vaccines and syringes for its upcoming Rabies Vaccination Clinic.

11. Emergency Management Grant

$55,000 in awarded grant funding will be utilized to purchase portable facilities.

12. Fire Department Radio Purchase

$850,000 was awarded to the County by the State. This funding will provide for 28 mobile and 131 portable radios for the County Fire Departments. Various vendors were reviewed for pricing. The purchase will put 8 portable and 2 mobile radios at each station. The County will own these for 5 years and then they will become property of these fire departments.

13. Sheriff's Office Purchase of Detective Vehicle

The Sheriff's Office is requesting to use Asset Seizure funds to purchase a detective vehicle in the amount of $22,600.

14. Appointments to Grace Chapel Relief Board

Grace Chapel Fire Department is requesting the appointment of Aaron Haas and Jerry Teague to the Fire Department's Relief Fund Board.

15. Approval of Mowing Contract

The contract for mowing services was bid out twice. Hatton's Mowing Service was the lowest bidder and awarded the contract. The amount of the contract is $181,620.

16. Approval of Audit Contract with Martin & Starnes

The approval of the audit contract with Martin and Starnes is requested.

17. Approval of Minutes from February 12, 2024, Meeting

Approval of the minutes from the January 8th, 2024 meeting was requested.

Commissioner Potter said the County needs to look at the mowing contract harder next budget season and possibly bring this service in house. There was discussion about the cost of doing this. Chairman Church said the County would need more than two people to complete the mowing. There was then a brief discussion about the use of prisoners to conduct labor and why this is no longer a practice of local governments.

Vice Chairman LaBrose made the motion to accept the consent agenda as presented. The motion carried unanimously.

Adjourn

With there being no more business to attend to, Commissioner Potter made the motion to adjourn at 7:11 PM.
The motion carried unanimously.