

AGENDA



Keith Wood, Chairman
Wayne Barneycastle, Vice Chairman
Brad Chandler, Commissioner
Sonya Cox, Commissioner
Rick Morris, Commissioner

REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
Monday, March 24, 2025
1014 MAIN STREET
DANBURY, NC 27016
2:00 PM

Call to Order

Invocation

Pledge of Allegiance

I. Approval of the Agenda

II. Public Comments

III. Comments - Managers/Commissioners

IV. Conflicts Of Interest

V. Consent Agenda

- a. Budget Amendments**
- b. Tax Office Agenda**

VI. Discussion Agenda

- a. Moratock Park Hours and Bridge Replacement Project**
- b. Vehicle Use Policy**
- c. Request to Amend the Stokes County Animal Control Ordinance**
- d. Stokes County Fees and Charges Schedule**

VII. Action Agenda

- a. Parks and Recreation Steering Committee Appointments**

VIII. Adjournment

*Anyone with a disability(is) who needs an accommodation to participate in this meeting is requested to inform us 48 hours prior to the scheduled time of the affected group meeting

*Attachments may be delivered before or at the time of the meeting

*Times may vary due to times preset for agenda items



Board of County Commissioners
March 24, 2025
2:00 PM

Item number: V.a.

Budget Amendments

Contact: Tammy Keaton Finance Director

Summary:

Budget Amendments #64-#68:

Budget Amendment #64 - Amend Sheriff's Office budget to align Salaries and Wages - Extra Duty for the remaining fiscal year.

Budget Amendment #65 - Amend DSS budget for replacement of leased vehicles, laptops for E-Courts, and scanners for implementation of NC Path.

Budget Amendment #66 - Amend for Medicaid Hold Harmless Distribution received in excess of the original budget.

Budget Amendment #67 - Amend Service District Fund for payoff of loan for Lawsonville Volunteer Fire & Rescue.

Budget Amendment #68 - Amend Health Department budget in receipt of one-time funds to be used for software and training.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments #64-#68	3/21/2025	Budget Amendment

Joey Lemons
Sheriff



Eric Cone
Chief Deputy

Emergency
Dial 9-1-1

COUNTY OF STOKES
OFFICE OF THE SHERIFF

www.co.stokes.nc.us

March 14, 2025

Stokes County Board of Commissioners

Ref: Budget Amendment

This amendment is being requested to move money into our Salaries and Wages-Extra Duty account to balance out the account and add additional funds for the remainder of the year. The funds we are requesting to be moved is from the Sheriff's Office Extra Duty Fees revenue account.

The transfer of funds is not costing the county any additional money.

Thank you,

A handwritten signature in dark ink, appearing to be "JL" or "Joey Lemons".

Sheriff Joey Lemons
Stokes County Sheriff's Office

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			
	Sheriff			
100-4310-5000021	Salaries & Wages-Extra Duty	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
	TOTAL	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00

This budget amendment is justified as follows:

This will result in a net increase of \$50,000.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			
100-3431-3431413	Sheriff's Dept-Extra Duty Fees	\$ 75,000.00	\$ 50,000.00	\$ 125,000.00
	TOTAL	\$ 75,000.00	\$ 50,000.00	\$ 125,000.00

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer and to the Finance Director.

Adopted this 24th day of March, 2025

Verified by the Clerk of the Board

Department Head's Approval

3-14-25
Date

County Manager's Approval

3/18/25
Date

Finance Director's Approval

3/18/25
Date



Stokes County
Department of Social Services
Post Office Box 30
Danbury, North Carolina 27016
www.co.stokes.nc.us/dss

#65
Stacey S. Elmes
Director

Agency - Phone - (336)593-2861 - Fax - (336)593-9362
Child Welfare Fax - (336)593-2431
Child Support Fax - (336)593-2477

MEMORANDUM

TO: Jeff Sanborn, County Manager
FROM: Stacey Elmes, Director *SE*
DATE: March 20, 2025
RE: Budget Amendment

The attached amendment will increase monies in Equipment Capitalized and in Equipment Non-Capitalized expenditure accounts for needed items (see below) and decrease funding in the Social Service County Federal account. This transfer of funds will have \$0 effect in the county expenditures annual budget.

Equipment Capitalized:

- With the current budgeted amount in this line (\$70,000), we are in process of replacing two leased vehicles. With the additional request (\$25,000), we would like to replace the final leased vehicle in our fleet.

Equipment Non-Capitalized:

- We are increasing this line to assist in purchasing additional laptops needed for our child support workers with the implementation of E-Courts and scanners needed for social workers and the implementation of NC Path.

Thank you for consideration of this request.

I can be available for questions, if needed.

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100-5310-5000510	Equipment Capitalized	\$ 70,000.00	\$ 25,000.00	\$ 95,000.00
100-5310-5000511	Equipment - Non Capitalized	\$ 25,000.00	\$ 13,000.00	\$ 38,000.00
				\$ -
	TOTALS	\$ 95,000.00	\$ 38,000.00	\$ 133,000.00

This budget amendment is justified as follows:

To appropriate funding for Equipment Capitalized to purchase a vehicle for Department of Social Services.
And to purchase Scanners & Laptops for Non Capitalized equipment.

This will result in a net increase of \$38,000 monies in the expenditures and other financial use to the County's annual budget.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100-3301-3301202	SS County Federal	\$ 3,247,793.00	\$ (38,000.00)	\$ 3,209,793.00
				\$ -
	TOTALS	\$ 3,247,793.00	\$ (38,000.00)	\$ 3,209,793.00

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer and to the Finance Director.

Adopted this day of , 2025.

Verified by the Clerk of the Board

Stacey Elmes
Department Head's Approval

3/20/25
Date

[Signature]
County Manager's Approval

3/20/25
Date

Sammy E. Hefner
Finance Director's Approval

3/20/25
Date

#666

COUNTY OF STOKES

Tammy E. Keaton

Finance Director
tkeaton@co.stokes.nc.us
(336) 914-9188



Tracy J. Aaron

Assistant Finance Director
taaron@co.stokes.nc.us
(336) 593-2443

FINANCE

Post Office Box 20 • 1014 Main Street • Danbury, NC 27016 • www.co.stokes.nc.us

MEMORANDUM

To: Board of Commissioners

From: Tammy Keaton, Finance Director

Date: March 19, 2025

RE: Budget Amendment
Medicaid Hold Harmless Distribution FY 24-25

Pursuant to G.S. 105-523, eligible counties must receive a hold-harmless payment for exchanging a portion of the local Sales & Use Tax for the State's agreement to assume the responsibility for the non-administrative costs of Medicaid.

This distribution will result in a net increase of \$660,953.71 in revenues and other financial use to the County's annual budget. Additional monies will be budgeted in the Hold Harmless Contingency expenditure line item.

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			
100-9910-5000106	Hold Harmless Contingency	\$ -	\$ 660,953.71	\$ 660,953.71
	TOTAL	\$ -	\$ 660,953.71	\$ 660,953.71

This budget amendment is justified as follows:

Revenues received for Medicaid Relief-Hold Harmless exceeded the Fiscal Year 24-25 budgeted amount

This will result in a net increase of \$660,953.71 in the revenues and other financial use to the County's annual budget. Additional revenue monies will be budgeted in the Hold Harmless Contingency expenditure line item.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			
100-3327-3327200	Medicaid Relief- Hold Harmless	\$ 1,000,000.00	\$ 660,953.71	\$ 1,660,953.71
	TOTAL	\$ 1,000,000.00	\$ 660,953.71	\$ 1,660,953.71

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer and to the Finance Director.

Adopted this 24th day of March, 2025

Verified by the Clerk of the Board

Department Head's Approval

Date

County Manager's Approval

Date

Finance Director's Approval

Date

#67

To: Stokes County Board of County Commissioners

From: Stokes County Fire Commissioners

Date: March 19, 2025

RE: Budget Amendment

In the Fiscal Year 2024-25, the Board approved the loan payoff for equipment using Fund Balance Appropriation as the revenue source. The following Budget Amendment is in addition to Budget Amendment #62 for a total of \$301,155.79.

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
Service District Fund				
209-4345-5000510	Equipment Capitalized	\$ 468,384.21	\$ 265,669.94	\$ 734,054.15
	TOTAL	<u>\$ 468,384.21</u>	<u>\$ 265,669.94</u>	<u>\$ 734,054.15</u>

This budget amendment is justified as follows:

See attachment from Civic Federal Credit Union for loan payoff information for Lawsonville Volunteer Fire & Rescue, Inc.

This will result in a net increase of \$265,669.94 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
Service District Fund				
209-3991-3991000	Fund Balance Appropriation	\$ 509,406.21	\$ 265,669.94	\$ 775,076.15
	TOTAL	<u>\$ 509,406.21</u>	<u>\$ 265,669.94</u>	<u>\$ 775,076.15</u>

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer and to the Finance Director.

Adopted this 24th day of March, 2025

Verified by the Clerk of the Board

Department Head's Approval

Date

County Manager's Approval

Date

Finance Director's Approval

Date

[Signature] 3/19/25
[Signature] 3-19-25



Stokes County Health Department

#68



Tammy Martin, MS MPH, Health Director
Lisa Cassidy-Vu, MD, Medical Director

PO Box 187
1009 N Main Street
Danbury, NC 27016
(336) 593-2400

To: Stokes County Board of County Commissioners
Jeff Sanborn, County Manager

The health department has received one-time funds in the amount of \$11,094.00, to invest in performance management for public health staff. This funding is a result of the Covid-19 pandemic leading to a historic investment in the infrastructure of U.S. public health agencies. The health department would like to use these funds to cover the annual cost of Symplr Learning software that is used to provide clinical trainings to all health department staff. These trainings are required for accreditation and Symplr Learning provides a streamlined training approach. Thank you for your consideration.

Sincerely,

Tammy Martin, Health Director
Stokes County Health Department

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100.5100.5000180	PROFESSIONAL SERVICES	\$ 277,623.00	\$ 11,094.00	\$ 288,717.00
	TOTALS	\$ 277,623.00	\$ 11,094.00	\$ 288,717.00

This budget amendment is justified as follows:

The Health Department has received one-time funds from the state to invest in performance management for public health staff, as a result of the Covid-19 pandemic. The Health Department would like to use these funds to pay for an additional year of Sympplr Learning software used to provide virtual clinical trainings for all health department staff.

This will result in a net increase of \$11,094.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received in this fiscal year and must be expended by 6/30/25.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
100.3301.3301224	COVID-19 CARES ACT	\$ 20,000.00	\$ 11,094.00	\$ 31,094.00
	TOTALS	\$ 20,000.00	\$ 11,094.00	\$ 31,094.00

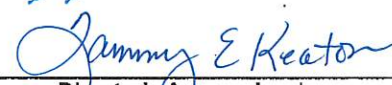
SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer and to the Finance Director.

Adopted this _____ day of March, 2025.

Verified by the Clerk of the Board _____


 Department Head's Approval _____ 3/18/25
 Date


 County Manager's Approval _____ 3/19/25
 Date


 Finance Director's Approval _____ 3/19/2025
 Date



Board of County Commissioners
March 24, 2025
2:00 PM

Item number: V.b.

Tax Office Agenda

Contact: Richard Brim, Tax Administrator

Summary:

Consent:

1. Monthly Reports for the month of February 2025.
 - a. Tax Collections Status Report FY 2025
 - b. Real and Personal Releases less than \$100 per N.C.G.S. 105-381(b).
2. Real and Personal Refunds more than \$100 per N.C.G.S. 105-381(b).

ATTACHMENTS:

Description	Upload Date	Type
Tax Office Agenda	3/20/2025	Cover Memo

TAX COLLECTION STATUS REPORT
TOTAL AMOUNT COLLECTED BY MONTH FY 2024-2025

CURRENT 2024 TAX	COUNTY	SCHOOL OPERATING EXP	USE VALUE TAX BILLS	INTEREST PEN & FEES	OCCUPANCY TAX	KING (FIRE)	RURAL HALL (FIRE)	WALNUT COVE (FIRE)	SERVICE (FIRE)	CITY OF KING	TOWN OF WALNUT COVE	DANBURY	EDU DEBT BLDG FUND
JULY	1,028,852.63	969.40	2,396.11	437.48	8,053.36	19,134.45	2,839.18	13,049.18	76,170.52	163,710.07	29,054.16	640.83	61,695.23
AUGUST	14,842,662.46	1,053.11	3,460.57	493.87	11,048.51	338,315.43	49,512.86	186,727.81	1,097,668.68	2,060,502.08	371,619.50	17,887.62	886,470.93
SEPTEMBER	1,092,635.72	795.51	21,118.77	2,973.35	10,029.22	29,453.83	3,039.88	10,902.46	85,961.29	137,087.36	26,968.22	524.64	66,752.77
OCTOBER	515,030.39	465.92	3,289.10	1,130.06	10,032.22	11,912.39	2,128.10	6,571.99	41,960.28	58,157.50	7,576.66	126.39	31,019.90
NOVEMBER	626,521.34	205.30	696.77	161.96	9,701.58	9,011.14	1,810.73	11,629.26	54,587.61	62,003.38	12,467.96	1,059.18	37,548.29
DECEMBER	2,830,470.36	720.50	6,448.44	957.06	8,689.46	47,062.24	8,178.15	51,089.41	223,168.24	353,442.73	67,427.42	5,414.95	169,504.20
JANUARY	7,523,806.38	761.53	2,207.73	10,059.93	7,072.87	43,604.64	6,972.63	61,337.97	952,409.65	197,049.96	62,119.82	3,952.32	449,913.03
FEBRUARY	290,675.32	367.67	143.59	10,059.50	7,979.24	4,297.92	870.35	3,973.40	27,649.61	26,646.96	3,759.11	29.59	17,888.86
MARCH	-	-	-	-	-	-	-	-	-	-	-	-	-
APRIL	-	-	-	-	-	-	-	-	-	-	-	-	-
MAY	-	-	-	-	-	-	-	-	-	-	-	-	-
JUNE	-	-	-	-	-	-	-	-	-	-	-	-	-
SUB TOTAL	\$28,750,654.60	\$ 5,338.94	CONT'D	CONT'D		\$502,792.04	\$ 75,351.88	\$ 345,281.48	\$2,559,575.88	\$3,058,600.04	\$ 580,992.85	\$29,635.52	CONT'D
BUDGET AMT	\$29,776,629.00	\$ -	CONT'D	CONT'D		\$517,320.00	\$ 79,562.00	\$ 368,325.00	\$2,646,073.00				CONT'D
BALANCE	\$ 1,025,974.40	\$ (5,338.94)				\$ 14,527.96	\$ 4,210.12	\$ 23,043.52	\$ 86,497.12				
PERCENTAGE	96.55%					97.19%	94.71%	93.74%	96.73%				
PRIOR	COUNTY	SCHOOL OPERATING EXP	USE VALUE TAX BILLS	INTEREST PEN & FEES	DOGS	KING (FIRE)	RURAL HALL (FIRE)	WALNUT COVE (FIRE)	SERVICE (FIRE)	CITY OF KING	TOWN OF WALNUT COVE	TOWN OF DANBURY	EDU DEBT BLDG FUND
JULY	34,571.29	27,868.19	-	14,008.20	6.00	935.49	366.15	1,332.83	4,224.27	4,829.13	2,048.09	63.03	4,626.53
AUGUST	30,901.17	23,781.18	-	15,072.63	6.00	251.31	281.19	1,355.14	4,163.85	5,235.63	618.24	80.20	4,207.46
SEPTEMBER	22,653.64	20,044.95	-	6,896.92	-	716.78	149.02	282.80	3,768.66	2,829.29	750.53	1,155.67	3,040.24
OCTOBER	31,145.99	24,141.67	63.32	12,755.34	6.00	1,495.97	143.79	850.44	4,266.26	1,157.89	695.10	-	4,209.57
NOVEMBER	16,637.57	12,202.64	-	9,996.44	42.00	172.21	32.93	309.98	2,332.52	2,812.44	1,645.35	-	2,082.41
DECEMBER	24,731.84	21,118.41	-	14,310.61	12.00	1,269.82	8.51	441.24	3,739.10	1,717.03	1,129.13	-	3,602.87
JANUARY	15,375.53	12,205.22	276.13	8,952.80	-	232.39	87.03	509.21	2,533.65	675.71	571.54	-	2,227.97
FEBRUARY	15,118.81	11,968.47	-	9,121.65	5.91	146.79	159.47	493.69	2,074.23	1,729.13	1,982.86	-	2,158.33
MARCH	-	-	-	-	-	-	-	-	-	-	-	-	-
APRIL	-	-	-	-	-	-	-	-	-	-	-	-	-
MAY	-	-	-	-	-	-	-	-	-	-	-	-	-
JUNE	-	-	-	-	-	-	-	-	-	-	-	-	-
SUB TOTAL	\$ 191,135.84	\$ 153,330.73	\$ 40,100.53	\$117,387.80	\$ 77.91	\$ 5,220.76	\$ 1,228.09	\$ 5,575.33	\$ 27,102.54	\$ 20,986.25	\$ 9,440.84	\$ 1,298.90	\$ 1,746,948.59
BUDGET AMT	\$ 265,000.00	\$ 235,000.00	\$ 40,000.00	\$200,000.00	\$ -	\$ 5,600.00	\$ 1,000.00	\$ 7,000.00	\$ 35,000.00				\$ 1,777,709.00
BALANCE	\$ 73,864.16	\$ 81,669.27	\$ (100.53)	\$ 82,612.20	\$ (77.91)	\$ 379.24	\$ (228.09)	\$ 1,424.67	\$ 7,897.46				\$ 30,760.41
PERCENTAGE	72.13%	65.25%	100.25%	58.69%		93.23%	122.81%	79.65%	77.44%				98.27%

STOKES COUNTY TAX ADMINISTRATION RELEASE REPORT FOR FEBRAURY 2025

REAL AND PERSONAL PROPERTY RELEASES LESS THAN \$100 PER NCGS 105-381(b)

<u>NAME</u>	<u>ADDRESS</u>	<u>BILL NUMBER</u>	<u>AMOUNT</u>
COLE, BRENT COLE, RHONDA	1211 STEVENS RD, WESTFIELD, NC 27053	6175-2024-2024	\$8.91


RICHARD T. BRIM
TAX ADMINISTRATOR

3/17/25
DATE

TOTAL AMOUNT \$8.91

STOKES COUNTY TAX ADMINISTRATION REFUND REPORT FOR FEBRUARY 2025

REAL AND PERSONAL PROPERTY REFUNDS MORE THAN \$100 PER NCGS 105-381(b)

<u>NAME</u>	<u>ADDRESS</u>	<u>BILL NUMBER</u>	<u>LEDGER</u>	<u>AMOUNT</u>	<u>REASON</u>
CAMPBELL, KERRI DRISCOLL	1370 E WESTMORELAND RD KING, NC 27021	81491482	100-3100-3100113	\$116.69	VEHICLE SOLD
			206-3100-3100112	\$17.42	
			211-3100-3100001	\$6.97	
CAMPBELL, KERRI DRISCOLL	1370 E WESTMORELAND RD KING, NC 27021	81491439	100-3100-3100113	\$162.20	VEHICLE SOLD
			206-3100-3100112	\$24.21	
			211-3100-3100001	\$9.68	
CHEEK, LAURENCE CHRISTIAN I CHEEK, CAROL MUELLER	521 TURKEY HILL DR KING, NC 27021	79910044	100-3100-3100113	\$131.43	VEHICLE SOLD
			601-6200-5001444	\$92.20	
			211-3100-3100001	\$7.85	
COLLINS, TONY GAYLE	424 MAVERICK TRAIL DR KING, NC 27021	80811141	100-3100-3100113	\$133.24	VEHICLE SOLD
			601-6200-5001444	\$93.47	
			211-3100-3100001	\$7.95	
LONG, JEFFREY DONALD	2229 FLAT SHOALS RD KING, NC 27021	75128243	100-3100-3100113	\$102.61	VEHICLE SOLD
			209-3100-3100112	\$15.31	
			211-3100-3100001	\$6.13	
SPENCER, JOHNNY WAYNE SPENCER, JANICE ARGUELLES	3167 ROSEBUD RD WALNUT COVE, NC 27052	68229355	100-3100-3100113	\$83.08	VEHICLE SOLD
			209-3100-3100112	\$12.40	
			211-3100-3100001	\$4.96	

TOTAL AMOUNT

\$1,027.80


RICHARD T. BRIM
TAX ADMINISTRATOR

3/17/25
DATE

KEITH WOOD
CHAIRMAN-STOKES COUNTY
BOARD OF COMMISSIONERS

DATE



Board of County Commissioners

March 24, 2025

2:00 PM

Item number: VI.a.

Moratock Park Hours and Bridge Replacement Project

Contact: Stewart Easter, Public Works Director

Summary:

The NC Department of Transportation is currently working on a project with replacing the bridge located over the Dan River near the County-owned Moratock Park. During the bridge replacement project, there will be active construction near the park and around the river on the upper side. For the safety and well-being of Stokes County citizens and employees, County Management is recommending the closure of the upper side of Moratock Park for the upcoming park season and for the foreseeable future until the project is complete. The recommendation is to close the side of the park to the left after passing over the bridge and restrict access to the bank area and water near and under the bridge. The lower side of the park where the Iron Furnace is located at, is recommended to be left open for public use. Director Easter will present this request to the commissioners at the meeting. Attached is a memo from Miriam Powell from the NCACC County Risk Pool that Stokes is a part of regarding the insurance side and liability.

ATTACHMENTS:

Description	Upload Date	Type
NCACC Risk Pool Memo	3/21/2025	Cover Memo

Memo

To: Michael Felts and Charlie Eaton
From: Miriam Powell
cc: Stewart Easter
Date: 3/6/25
Re: Moratock Park Bridge Replacement

I met with Stewart Easter from Stokes County Public Works. We toured the park and discussed options for use of the grounds while The Department of Transportation is replacing the bridge.

The left turn after the bridge enters the park. Mr. Easter would like to close that side of the park. Thus, by locking that gate preventing access to that side of the park. This will prevent access to the bank area and water near and under the bridge. There is signage and exit on the opposite side of the bridge to remove canoes and kayaks.

He would like to leave access to the park by the community on the right side of the bridge. It appears to have safer access when flaggers are on the bridge. There is a gate that can be locked to prevent access to the bridge area. The playground that was in the space has been disassembled and removed.

This will still give access to the park but avoid exposure to the hazards of bridge construction.

Mortock Park Left side of Bridge



Mortock Park Left side of Bridge



Mortock Park Left side of Bridge



Exit out of River



Right side of Park behind gate.

Mortock Park Left side of Bridge





Board of County Commissioners

March 24, 2025

2:00 PM

Item number: VI.b.

Vehicle Use Policy

Contact: County Manager's Office and HR

Summary:

The County Manager's Office in coordination with HR is presenting for consideration and approval a Vehicle Use Policy for Stokes County. The policy is attached for review.

ATTACHMENTS:

Description	Upload Date	Type
Vehicle Use Policy	3/21/2025	Cover Memo



Vehicle Use Policy

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Purpose

This policy establishes uniform vehicle use practices and requirements for Stokes County employees. Unless stated otherwise, this policy applies to vehicles owned by the County, vehicles leased or rented by the County, as well as personal vehicles, to ensure safe driving and efficient use of public property and/or resources.

This policy applies to all Stokes County departments, employees, partners, and affiliated agencies who receive pay and benefits from Stokes County Government. Where there is conflict with any department-specific policy, this document will supersede.

Policy

Use of Vehicles for County Business

All vehicle operators must be properly licensed and insured to operate a motor vehicle to conduct business on behalf of Stokes County.

Vehicle operators are responsible for ensuring their vehicle is in good working condition according to the vehicle manual.

County vehicles may be assigned to one or more vehicle operators for their primary use for County business and obligations. At the end of the workday, all County vehicles are to be parked in their assigned parking area unless otherwise authorized by the respective department/agency head.

Vehicle operators assigned County-owned vehicles are expected to maintain the interior and exterior cleanliness of the vehicle.

When fueling vehicles, vehicle operators are expected to select the lowest available fuel grade. Fuel-specific credit cards (WEX Cards) are issued with each vehicle.

Driver's Responsibilities

Vehicle operators are expected to operate all vehicles in a safe and courteous manner. Operators will obey all traffic laws, to always include the wearing of a seat belt.

Violations, citations, fines, and other actions taken by any enforcement agency against a vehicle operator while operating a motor vehicle are the responsibility of the employee and may be cause for disciplinary action by the County.

Employees are required to notify their department/agency head immediately of any change in their driving status, which includes reporting all vehicle accidents that occur while conducting County business. This includes but is not limited to fines, citations, suspensions, and revocations. Failure to notify the department/agency head may result in disciplinary action up to and including termination.

In the case of an accident involving any level of damage while conducting County business, the employee driving the vehicle shall immediately (or as soon as practically possible) notify their supervisor. When the accident involves another vehicle, involves any property damage or causes injury, the appropriate Law Enforcement Agency should be notified to obtain a full accident report.

The County will not be responsible for any increase in the employees' automobile insurance premium as a result of an accident or fines, as well as any increases as a result of carrying adequate coverage for business use.

Driving after the consumption of alcohol or while under the influence of any controlled substance is prohibited per the Drug-Free and Substance Abuse policy.

The use of tobacco products or E-Cigarettes/vaping products are prohibited in a County-owned vehicle.

Possession, transportation or consumption of alcohol or illegal drugs by anyone in the vehicle is prohibited per the Drug-Free and Substance Abuse policy. The exceptions are emergency and law enforcement

personnel who may transport lawfully confiscated items as required and within the scope and course of their official duties or residents with known or unknown substances.

Open carrying of handguns is strictly prohibited in all county-owned vehicles. The use of concealed handguns must comply with the county's concealed handgun policy. Adherence to these guidelines is required at all times.

Distracted Driving

Stokes County has a vital interest in maintaining a safe, healthy and efficient working environment for its employees. This includes a safe and appropriate environment while traveling on County business.

Distracted driving is a serious safety risk, not only to the driver, but also to other occupants in the vehicle, other vehicles on the road and pedestrians. To reduce the risks associated with distracted driving, certain conduct is prohibited while driving a County-owned vehicle or while driving a personal vehicle while on County business, including but not limited to:

- Manually entering multiple letters or text on an electronic device or mobile telephone as a means of communicating with another person.
- Distractions by passengers.
- Distractions caused by eating or drinking while driving.
- Operating laptops, tablets, portable media devices, and GPS devices.
- Reading maps or any type of document, printed or electronic.

Drivers must pull over safely to the side of the road or another safe location before reading messages, returning calls, text messaging, emailing, reading maps for directions, or programming/resetting GPS devices. The provisions of this section do not apply to any of the following while in the performance of their official duties:

- Law Enforcement Officers
- Members of Emergency Management
- Members of the Fire Marshal's office
- Operators of a County ambulance

Use of County Vehicles

County-owned vehicles are to be operated exclusively by employees of Stokes County. No unauthorized individuals are permitted to drive these vehicles under any circumstances.

Per North Carolina General Statute 14-247, personal use of County-owned or leased vehicles is prohibited. Violations may result in disciplinary action up to and including termination.

Per North Carolina General Statute 143-341(8)i7a, County vehicles are to be used for official County business only and shall not be used for the convenience of the employee regarding transportation needs or other non-business-related activities.

The County acknowledges that its employees may need at times, to keep personal items and information stored in or on County-owned property. However, due to security and accountability concerns, personal items/ information stored on or in a County-owned vehicle are subject to inspection at any time without

any prior notice. This includes the installation of a GPS device to track the whereabouts of the County-owned vehicle.

When conducting County business in the field, County vehicles may be used to travel to a nearby restaurant for lunch where the cost-benefit in travel time to the work quarters for a personal vehicle would not be in the best interest of the County.

Department/agency heads should notify Human Resources and Purchasing of any operator changes including assignment of take-home vehicles within five (5) business days.

It is the responsibility of the vehicle operator to ensure County-owned vehicles are serviced as needed. This includes notifying the County Garage of any issues needing repair as well as ensuring the vehicle is scheduled for regular maintenance as instructed by Garage personnel.

Use of Personal Vehicles

Employees using a personal vehicle for County business will be reimbursed for mileage pursuant to the Travel Policy. Per IRS Publication 5137: "A standard mileage rate is considered to cover all expenses of operating a vehicle, including insurance, maintenance, tires, oil and so on."

Operators using a personal vehicle for County business should carry adequate personal vehicle liability insurance as required by law. All County officials and employees using a personal vehicle for County-related business are expected to consult with their insurance provider to ensure they are appropriately covered for business use.

Employees using a personal vehicle for County business must ensure that the vehicle is inspected annually, and that the vehicle is in safe operating condition with no pre-existing damage.

The County assumes no responsibility for accidents and damages to privately owned vehicles.

Take-Home Vehicle Use

The County's policy is to only authorize the assignment of a take-home (overnight) vehicle when the best interest of the public is served by providing County employees with transportation according to the criteria listed in this section. The assignment of a County vehicle is neither a privilege nor a right of any County employee. Assignment of a County vehicle will not be made based on employee merit or employee status.

Authorization for continual use of County vehicles for commuting purposes may be granted by the County Manager to specified positions based on the following criteria:

- The position is full-time **AND** requires work in the field, away from a physical office or workplace, more than 75% of the position's total work time **AND** the position starts the day from home directly to the field three (3) or more days per week **AND** special equipment is needed that cannot reasonably be kept in a personal vehicle, **OR**
- The position is full-time **AND** responds to after-hours business calls away from the office or workplace at least one (1) time per week **AND** the position is expected to respond to after-hours business calls within thirty (30) minutes **AND** special equipment is needed that cannot reasonably be kept in a personal vehicle

Employees assigned county-owned take-home vehicles for commuting are considered to be receiving a taxable fringe benefit. The value of the taxable fringe benefit will be calculated based on the IRS guidelines and added to the employee's taxable income. The county payroll department will report the taxable fringe benefit on the employee's W-2 form.

For more detailed information, you can refer to the [IRS Publication 15-B](#) and the [Fringe Benefit Guide](#) . These documents provide comprehensive guidelines on how to handle taxable fringe benefits, including employer-provided vehicles.

Certain take-home vehicles are excluded from the commuting reimbursement requirement. These exceptions are consistent with those as outlined in [IRS Publication 15-B](#). Take-home vehicles for Law Enforcement, Emergency Management and Fire Marshal may qualify as "qualified non-personal use vehicles" under IRS guidelines, which would exempt them from being considered taxable fringe benefits. To qualify, the vehicles must be clearly marked and primarily used for official duties, such as responding to emergencies.

Employees permitted to take a County-owned vehicle home (commute) from their workstation may do so for job-related reasons and not as a compensatory measure.

Employees must be able to reasonably keep the assigned take-home vehicle at their home or at a County approved location after work hours.

Each department/agency head will provide the Human Resources and Purchasing Departments with a list of manager approved County vehicles assigned for take-home (overnight) use and provide updates a vehicle assignments change. The list must include the vehicle number, driver's name, driver's license number, and valid business reasons for take-home use.

If an employee with an assigned take-home vehicle is on a leave of absence for longer than five (5) working days, the County-owned vehicle should be parked at a County-owned facility until the employee resumes the duties assigned to their position.

Occasional Overnight Vehicle Assignment

Occasional overnight usage of County-owned vehicles is permitted with the approval of the department/agency head. Such occasional usage of County vehicles may occur when an employee conducts County business away from the employee's normal place of work, and outside an employee's normally scheduled workday. Other types of occasional overnight usage are permitted when the following conditions exist:

- Inclement weather conditions: When employee is on-call and has primary responsibility to respond.
- Emergency preparedness or seasonal assignment: County-owned vehicles are permitted when an employee is on-call and vehicles are taken home less than four (4) times per quarter on average.

Marking of County-owned Vehicles

All county-owned vehicles will be clearly marked to indicate their ownership and purpose, ensuring transparency and accountability. Exceptions to this requirement include vehicles assigned to law

enforcement officers performing detective duties. Additionally, the use of confidential license plates on county-owned vehicles must be expressly approved by the County Manager.

Maintaining Valid Driver's Licenses

All employees who are required to operate county-owned vehicles or equipment as part of their job responsibilities must maintain a valid driver's license or Commercial Driver's License (CDL), as appropriate for the type of vehicle or equipment operated. Employees must present proof of a valid driver's license or CDL upon hire and provide updates periodically as requested by the department/agency head.

Employees operating vehicles or equipment requiring a CDL must comply with all federal, state, and local regulations, including U.S. Department of Transportation (DOT) guidelines. This includes mandatory drug and alcohol testing, adherence to hours-of-service rules, and proper vehicle inspections.

It is the responsibility of all employees to immediately notify their supervisor if their driver's license or CDL becomes invalid, suspended, or revoked for any reason. Failure to maintain a valid driver's license or CDL or to comply with applicable regulations may result in reassignment of duties, suspension of driving privileges, or disciplinary action, up to and including termination. Stokes County the right to conduct routine checks to verify the status of employees' licenses and ensure compliance with this policy.

Vehicle Accidents

When a County employee is involved in a vehicle accident involving a County-owned vehicle, the employee shall:

1. Notify his/her supervisor immediately.
2. The supervisor/director will immediately notify the County Vehicle Maintenance Supervisor of the accident.
3. The employee will complete and submit a Stokes County Vehicle Accident Report to their supervisor/director as soon as possible following the accident. The supervisor/director will forward a copy of the Accident Report to the Vehicle Maintenance Supervisor and the Human Resources department immediately after receipt of the completed form from the employee.

Failure to follow the steps outlined may result in disciplinary action against the employee

Accident Review Board

When an employee is involved in a vehicle accident while operating a County-owned vehicle, he/she shall appear before the Accident Review Board for a determination as to whether the accident was preventable or non-preventable. The Accident Review Board shall be comprised of the current Safety Committee.

Purpose of Accident Review Board

- To establish a fair and impartial review system for all accidents involving motorized equipment and operators with the primary objective being to improve the driving safety of County-owned motorized vehicles.
- To identify problem drivers, unsafe conditions, and pursue remedial steps to reduce damage to County-owned vehicles and prevent injury to County employees.
- To establish the responsibilities for each vehicle accident.

Appearance before the Board

Approximately five (5) working days prior to a regularly scheduled Board meeting, the Board Secretary shall notify all relevant County personnel to appear. Notification shall be directed through the appropriate department/agency heads.

- All personnel shall appear before the Board at its regularly scheduled meeting.
- Any employee unable to appear due to sickness, personal injury, or death to an immediate family member, must notify the Board Secretary twenty-four (24) hours in advance.
- Other than those cases which have been deferred, all vehicle accident cases scheduled shall be heard and action taken, whether the individual is present. Department/agency heads shall be notified of the action taken by the Accident Review Board.

Definitions

For the purposes of this policy, the following definitions shall apply to ensure clarity and consistent interpretation.

County-Owned Vehicle: Any motor vehicle, equipment, or machinery that is registered, leased, or owned by the county and used for official business purposes.

Marking: Any insignia, decal, logo, or other identifying feature applied to a county-owned vehicle, indicating that it belongs to the county or is used for county business purposes.

Maintenance and Inspection: Routine actions required to ensure the safety and operability of a county-owned vehicle, including scheduled servicing, pre- and post-operation inspections, and addressing repairs promptly.

Employee: Any individual employed by the county, including full-time, part-time, temporary, and contract workers, as well as interns and volunteers acting on behalf of the county.

County Business: Any county sanctioned activity performed within the scope of an individual's assigned duties.

Policy Approval

This policy has been reviewed and approved by the Stokes County Board of County Commissioners on this day ____ of _____ 2025.

Keith Wood, Chairman

Jeff Sanborn, County Manager

Jamie Clark, Human Resources Director



Board of County Commissioners
March 24, 2025
2:00 PM

Item number: VI.c.

Request to Amend the Stokes County Animal Control Ordinance

Contact: Tommy Reeves, Animal Control Director

Summary:

Animal Control Director Tommy Reeves is presenting for consideration an Amended Animal Control Ordinance for Stokes County. Director Reeves is also requesting approval of Amended Animal Control Advisory Board (ACAB) bylaws. Both documents have been reviewed and approved by legal.

Attached for viewing is the current Animal Control Ordinance, recommended new Animal Control Ordinance, and the recommended new bylaws for the ACAB.

ATTACHMENTS:

Description	Upload Date	Type
Current Animal Control Ordinance	3/21/2025	Cover Memo
New Amended Animal Control Ordinance	3/21/2025	Cover Memo
Amended Animal Control Advisory Board Bylaws	3/24/2025	Cover Memo

STATE OF NORTH CAROLINA)	AN ORDINANCE CREATING A STOKES COUNTY
)	ANIMAL CONTROL DEPARTMENT, PRESCRIBING
)	THE DUTIES OF THE DEPARTMENT,
)	REGULATIONS REGARDING ANIMAL,
)	AND PROVIDING FOR THE ENFORCEMENT OF
COUNTY OF STOKES)	SAID REGULATIONS

ARTICLE I. GERERAL

Section 1. Definitions.

As used in this ordinance, the following words mean:

Acceptable restraint: To tether an animal to a running line, pulley, or trolley system using a properly fitting buckle-type collar, or body harness (cannot be made of metal, rope, wire or any material that would be hazardous to the animal's health) Any tethering device used shall be at least ten feet in length and attached in such a manner as to prevent strangulation or other injury to the animal or entanglement with objects. It must have swivels on both ends and does not exceed ten percent of the animal's body weight. All collars or harnesses used for the purpose of the lawful tethering of an animal must be made of nylon or leather. The tethering device must not deprive the animal full access to adequate food, water and shelter.

Adequate Shelter for Dogs: The shelter shall have access that is suitable for the species, age, condition, size and type of animal. It shall consist of 4 walls, a roof, a raised / elevated floor, be structurally sound and in good repair. It must protect the animal from the elements (wind/rain/ice/sleet/snow/sun). The structure should be provided with a sufficient quantity of suitable bedding material consisting of straw, cedar or pine shavings or equivalent to help provide protection against cold and promote retention of body heat. When sunlight is likely to cause heat stroke of an animal tied or confined outside, sufficient shade by natural or artificial means (not to include the dog house) must be provided to protect the animal.

Animal Control Officer: The person designated by the Stokes County Board of Commissioners to enforce this Ordinance and carry out such other duties with respect to Animal Control as may be designated by the Board.

Agricultural operation: means an activity that is necessary for the commercial growing and harvesting of crops or the raising of livestock or poultry.

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

At Large: Any animal shall be deemed to be at large when he is off the property of his owner and not under the control of a competent person.

Exposed to Rabies: An animal has been exposed to rabies within the meaning of this ordinance, if it has been bitten by, or exposed to, any animal known or suspected to have been infected with rabies.

Dangerous Dog: A dog that:

- a) Without provocation has killed or inflicted severe injury on a person; or
- b) Is determined by the Animal Control Officer to be potentially dangerous because the dog has engaged in one or more of the behaviors listed under “Potentially Dangerous Dog”.
- c) Is owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.
- d) When unprovoked: (a) Inflicts severe injury on a human being on public or private property; or (b) kills a domestic animal or livestock while off the owner's property; or (c) has been previously declared potentially dangerous and the owner having received notice of such declaration and the dog subsequently aggressively bites, attacks or endangers the safety of humans or domestic animals or livestock.

Kennel, Dealer, Breeder or **Pet Shop:** Any person, group of persons, partnership or corporation engaged in buying, selling, breeding, or boarding pet animals on a commercially zoned property.

Neutered Male: Any male which has been operated upon to prevent reproduction.

Nuisance: Any animal is deemed a public nuisance and a threat to public health, safety, welfare, and tranquility if it repeatedly:

- a) Chases pedestrians, bicycles, animals, or motorized vehicles; or
- b) Snaps at people; or
- c) Roams in packs; or
- d) Fights with other animals; or
- e) Barks or howls; or
- f) Destroys or defaces lawns, shrubs, trees, agricultural crops, or other property; or
- g) Scatters garbage out of cans or other containers; or
- h) Takes personal property from where it belongs; or
- i) Creates a nuisance in any other way

Owner: Any person, group of persons, firm, partnership or corporation owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions and behavior of his animals.

Potentially Dangerous Dog: a dog that the Animal Control Officer determines 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.

Restrain: Any animal is under restraint within the meaning of this ordinance if it is controlled by means of a tether or leash or it is within a vehicle being driven or parked; or is within a secure enclosure.

Restraint of a dangerous or potentially dangerous dog: Confinement in a securely enclosed pen or other structure having a roof, cement floor, and secured by a padlock. When this type of dog is outside this pen or structure, it must be restrained and held by the owner, or one who is in direct control, by an adequate leash, and the dog must be muzzled with a humane muzzle at all times. At no time shall restraint of this type of dog be accomplished by tethering it outside the pen or structure.

Running at Large: A dog or cat is considered to be running at large if it is off the premises of its owner and not under the control of the owner or some other person.

Spayed Female: Any female which has been operated upon to prevent conception.

Stray: Any dog or cat that appears stray, homeless or unwanted, and any dog that is not displaying a valid rabies tag, except when the dog is being displayed or performing at a show, hunting, performing at obedience trials, tracking tests, field trials, schools or other similar events sanctioned and supervised by a recognized organization.

Tethering: Attaching an animal to a stationary object by means of a chain, cable, rope, or similar device that has swivels on both ends that is of appropriate size for the animal so not to obstruct its ability to move freely.

Vicious Animal: An animal that has made an unprovoked attack on a human by biting or in any manner causing abrasions or cuts of the skin that requires a visit to the doctor, urgent care or hospital; or one which habitually or repeatedly attacks farm stock and other pets.

Section 2. Establishment and Composition of an Animal Control Department, Appointment, and Compensation of Department Employees

There is hereby created an Animal Control Department of the county, which shall be composed of such employees as shall be determined by the Board of County Commissioners. Such employees shall be hired and compensated in accordance with the policies of the County of Stokes Personnel Policies Handbook.

Section 3. General Duties of Animal Control Department

The Animal Control Department shall be charged with the responsibility of:

- a) Enforcing in this county, all state and county laws and ordinances relating to the care, custody, and control of animals
- b) Cooperating with the Health Director and assisting in the enforcement of laws of the state with regard to animals and especially with regard to vaccination of dogs and cats against rabies and the confinement or leashing of vicious animals
- c) Investigating cruelty or animal abuse with regard to all animals.
- d) Making such canvasses of the county, including the homes in the county, as it deems necessary for the purpose of ascertaining that all dogs are duly and properly listed for tax purposes, and that all dogs, cats and ferrets are vaccinated against rabies
- e) Operating the Animal Control Shelter pursuant to policies of the Board of County Commissioners and the State of North Carolina.

Section 4. Records to be kept by the Animal Control Department

It shall be the duty of the Animal Control Department to keep or cause to be kept, accurate and detailed records of:

- a) Impoundment and disposition of all animals coming into animal shelter
- b) Bite cases, violations and complaints, and investigation of same.
- c) All monies belonging to the county which were derived from impoundment fees, penalties, adoptions and sales of animals.

- d) All other records deemed necessary by the county manager.

Section 5. Animal Control Advisory Council

There is hereby created an Animal Control Advisory Council to advise the Board of County Commissioners and the county manager with respect to animal control matters. The Animal Control Advisory Council shall be composed of members appointed by the Board of County Commissioners to serve at the pleasure of the Board.

Section 6. General Duties of Keepers of Animals

It shall be unlawful for any person to keep animals under unsanitary or inhumane conditions or to fail to provide proper food and fresh water daily, proper shelter from weather and reasonably clean-living quarters for such animals, or to fail to provide proper medical, attention for sick, distressed, or injured animals, as well as adequate inoculation against disease, according to the species of animals kept.

Section 6.1 Adequate Shelter for Dogs

The shelter shall have access that is suitable for the species, age, condition, size and type of animal. It shall consist of 4 walls, a roof, a raised / elevated floor and be structurally sound and in good repair and must protect the animal from the elements (wind/rain/ice/sleet/snow/sun). The structure should be provided with a sufficient quantity of suitable bedding material consisting of straw, cedar or pine shavings or equivalent to help provide protection against cold and promote retention of body heat. When sunlight is likely to cause heat stroke of an animal tied or confined outside, sufficient shade by natural or artificial means (not to include the dog house) must be provided to protect the animal.

Section 7. Cruelty to Animals

It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to its health or general welfare of any animal, or to cause or procure such action. The words "torture" and "torment" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be constructed to prohibit lawful shooting of birds, deer, or other game for humane food; nor to prohibit the animal control department or its agents or veterinarians from destroying dangerous, unwanted or injured animals in a humane manner. (reference- N.C.G.S. 14-360)

Section 8. Confinement, Muzzle, and Control of Vicious or Dangerous Dogs or Animals

It shall be unlawful for any owner to keep any vicious, fierce, dangerous, or potentially dangerous dog or animal within the county, unless it is confined within a secure building, pen or enclosure as defined in this Ordinance, or unless it is securely muzzled and under restraint by a competent person who, by means of a secure leash, and have such animal firmly under control at all times.

Violators of this section shall be guilty of a Class Three (3) Misdemeanor under N.C.G.S. 14-49(a) and shall be fined not more than \$500 per violation.

Section 9. Animals Creating Nuisance Subject to Specific Security Measures

- a) If an animal is reported to an Animal Control Officer as being a nuisance, the Animal Control Officer shall investigate to determine whether the animal in question falls within the definition of Nuisance in Section 1. If the Animal Control Officer finds that the animal is a Nuisance, the Animal Control Officer shall order the animal to be secured and subject to the following specific security measures:
- b) Specific Security Measures Required:
 - 1) While the animal is outside unsupervised, the animal must be secure on the owner's property in a 10 ft. x 10 ft. kennel with a solid floor and solid roof with padlock on kennel door. While outside the animal still must be in compliance with all county and North Carolina State Laws regarding proper housing and life sustaining substances.
 - 2) While the animal is outside being supervised, the animal may be on a non-retractable leash controlled by someone at least 18 years of age who has full control of the animal at all times.
 - 3) Animal must be current on Rabies Vaccinations at all times as outlined in North Carolina General Statue 130A-185. A vaccination – the owner of a cat, dog, or ferret over 4 months of age shall have the animal vaccinated against rabies.
 - 4) The animal's owner may not sell, give away or in any way move the animal from the location where the animal lives without 24 hours prior notification to the Stokes County Animal Control Department.
- c) In addition to criminal penalties, any person violating the order set forth in subsection (a) above shall be subject to the following civil penalties:
 - 1) First Offense – Written Warning
 - 2) Second Offense - \$100 civil penalty
 - 3) Third Offense - \$200 civil penalty
 - 4) Fourth Offense - \$300 civil penalty
 - 5) Fifth Offence - \$400 civil penalty
 - 6) Sixth Offense and subsequent offense - \$500 civil penalty and seizure of the animal
- d) The animal's owner shall comply with the ORDER no later than the due date specified by implementing the specified security measures which must be approved by Stokes County Animal Control Department unless a written appeal is filed within three (3) days of service of the order with the Stokes County Manager at the Stokes County Administrative Building, 1014 Main Street, Danbury, NC 27016.

Section 10. Dog Privilege Tax Tag

- a) It is the purpose of this Section to supplement State Law by providing a procedure for the enforcement of laws and requiring dogs to wear a privilege tax tag
- b) It shall be unlawful for any dog owner or keeper to fail to provide his dog with a dog privilege tax tag to be issued annually by Stokes County and to take such action as is necessary to ensure that said privilege tax tag is worn by said dog at all times except as otherwise provided in this ordinance.
- c) It shall be the duty of the Stokes County Tax Department to provide the animal shelter with a privilege tax list so that tags may be mailed. The tag is to contain a number or other designation, and a record is to be kept of the person whom the tag has been mailed or otherwise deferred. After the initial mailing by September 1, dog tags may be obtained at the animal shelter only.
- d) In addition to all other penalties prescribed by law, a dog is subject to impoundment in accordance with the provisions of this ordinance if the dog is found not to be wearing a currently valid dog privilege tax tag. Provided, however, that the provisions of this section shall not apply to any dog being kept in any governmental facility or veterinary hospital.

- e) It shall also be unlawful for any individual moving into Stokes County who has or keeps a dog to fail to obtain a valid rabies tag and dog privilege tax tag within (30) days of moving into the County.
- f) The fee for the privilege tax tag shall be six dollars (\$6.00) per animal. In the event the tag is lost or stolen, a replacement tag can be obtained at the animal shelter for six dollars (\$6.00) per animal.

Section 11. Exemptions from Ordinance

Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals and exempt from of the provisions of this ordinance, except Sections 6,7,8,9.

Section 12: Interference with Enforcement of Ordinance

It shall be unlawful for any person to interfere with, hinder or molest the animal control department or its agents or animal control officers or veterinarians in the performance of any duty authorized by this ordinance, or to seek to release any animal in the custody of such agents, except as otherwise specifically provided.

ARTICLE II. RABIES CONTROL

Section 13. Compliance with State Law; Article as Supplement to State Law

- a) It shall be unlawful for any dog, cat, or ferret owner to fail to comply with the state laws relating to the control of rabies. A civil penalty for non-compliance of one hundred (\$100) shall be imposed if owner does not comply within 72 hours of a written warning. (G.S. 130A-192)

Section 14. Inoculation of Dogs, Cats and other Animals

- a) It shall be unlawful for an owner to fail to provide current inoculation against rabies (hydrophobia) for any dog, cat or ferret four (4) months of age or older. Should it be deemed necessary by the County Health Director or the State Public Health Veterinarian that other pets be inoculated in order to prevent a threatened epidemic or to control an existing epidemic, it shall be unlawful for an owner to fail to provide current inoculation against rabies for that animal.
- b) A dog, cat, or ferret that has not been previously vaccinated against rabies is considered “currently vaccinated” against rabies 28 days after the date of the initial, or primary, rabies vaccination.

Section 15. Inoculation Tag for Dogs

- a) Upon complying with the provisions of Section 14, there shall be issued to the owner of the dog inoculated a numbered metallic tag, stamped with the number and the year for which issued, and indicating that the dog has been inoculated against rabies.
- b) It shall be unlawful for any dog owner to fail to provide his dog with a collar or harness to which a current tag issued under this section is secure attached. The collar or harness, with attached tag, must be worn at all times, except during the time the dog is performing at shows, obedience trials, tracking tests, field trails, training schools or other events sanctioned and supervised by a recognized organization.
- c) It shall be unlawful for any person to use for any dog a rabies inoculation tag issued for a dog other than the one using the tag.

Section 15.1 Evidence of Inoculation of Cats and Ferrets

Cats and Ferrets shall not be required to wear the metallic tag referred to in Section 15, but the owner of the cat or ferret shall maintain sufficient written evidence to prove that his/her cat or ferret has a current rabies inoculation

Section 16. Reports and Confinement of Animals Biting Persons or Showing Symptoms of Rabies.

- a) Every animal which has bitten any person or which shows symptoms of rabies shall be confined immediately and shall be promptly reported to the animal control department, and thereupon shall be securely quarantined, at the direction of the animal control department, for a period of ten (10) days, and shall not be released from such quarantine except by written permission from the animal control department.
- b) Animals quarantined under this section shall be confined in a veterinary hospital or at the county animal shelter, at the expense of the owner; provided, however, that if any animal control officer determines that the owner of an animal which must be quarantined has adequate confinement facilities upon his own premises, the animal control officer shall authorize the animal to be confined on the owner's premises, the animal control officer shall revisit the premises for inspection purpose at approximately the middle of the confinement period and again at the conclusion of the confinement period.
- c) In the case of stray animals whose ownership is not known, the supervised quarantine required by this section shall be at the county animal shelter.
- d) If rabies does not develop within ten (10) days after an animal is quarantined under this section, the animal may be released from quarantine with the written permission of the animal control department. If the animal has been confined in the county animal shelter, the owner shall pay the sum equal to ten dollars (\$10.00) for each day of confinement to defray the cost of feeding, upon reclaiming the animal.

Section 17. Destruction or Confinement of Animal Bitten by Rabid Animal

In accordance with General Statute 130A-197 when the local health director reasonably suspects that an animal required to be vaccinated under this Ordinance has been exposed to the saliva or tissue of a rabid animal or animal reasonably suspected of having rabies, the animal shall be considered to have been exposed to rabies. An animal exposed to rabies shall be destroyed immediately by its owner, the county Animal Control Officer or a peace officer unless the animal has been vaccinated against rabies in accordance with this Ordinance for more than 28 days prior to being exposed, and has been given a booster dose of rabies vaccine within five days of the exposure. As an alternative to destruction, the animal may be quarantined at a facility approved by the local health director for a period up to six months, and under reasonable conditions imposed by the local health director.

Section 18. Area-wide Emergency Quarantine

- a) When reports indicate a positive diagnosis of rabies, the county director of public health shall order an area-wide quarantine for such period as it deems necessary. Upon invoking of such emergency quarantine, no animal shall be taken into the streets or permitted to be in the streets during such period. During such quarantine, no animal may be taken or shipped from the county without permission of the animal control department, each member of the animal control department and the police and sheriff's department hereby fully authorized, during such emergency, to impound any animal found running at large in the county.

During the quarantine period, the animal control department or 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, such period of quarantine may be extended at the discretion of the county director of public health.

Section 19. Postmortem Diagnosis

- a) If an animal dies while under observation of rabies, the head of such animal shall be submitted to the state laboratory in Raleigh for diagnosis.
- b) The carcass of any dead animal exposed to rabies shall be surrendered to the Animal Control Department. The head of such animal shall be submitted to the state laboratory in Raleigh for diagnosis.

Section 20. Unlawful Killing or Releasing of Certain Animals.

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies, any animal that has bitten a human, or to remove such animal from the county without written permission from the animal control department and the county director of public health.

Section 21. Failure to Surrender Animal for Quarantine or Destruction

It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required in this article, when demand is made therefore by the animal control department.

ARTICLE III. IMPOUNDMENT

Section 22. General Provisions

- a) Any animal which appears to be lost, strayed or unwanted, or which is found to be not wearing a currently valid rabies vaccination tag, as required by state law or this ordinance, or which is found at large or not under restraint in violation of this ordinance shall be impounded by the animal control department and confined in the animal shelter in a humane manner. Impoundment of such an animal shall not relieve the owner thereof from any penalty which may be imposed for violation of this ordinance.
- b) It shall be unlawful for any owner or his agent to permit a female animal to run at large or be tethered or kept where more animals can breed during estrus. Any such animal must be kept in an enclosure that cannot be breached or have accessible openings of 1" or more or be, at all times, under restraint or direct control of the owner or agent.
- c) Any person violating the order set forth in subsection (b) above shall be subject to the following civil penalties:
 - 1) First Offense – Written Warning
 - 2) Second Offense - \$100 civil penalty
 - 3) Third Offense - \$200 civil penalty
 - 4) Fourth Offense - \$300 civil penalty
 - 5) Fifth Offense - \$400 civil penalty

- 6) Sixth Offense and subsequent offense - \$500 civil penalty and seizure of the animal

Section 23. Notice to Owner

Immediately upon impounding an animal, the animal control department shall make reasonable effort to notify the owner and inform such owner of the conditions whereby the animal may be redeemed. If the owner is unknown, notice of such impoundment shall be posted for 72 hours, or until the animal is disposed of, on a bulletin board at the animal shelter, and the time and place of the taking of such animal, together with the time and date of posting the notice shall be stated therein.

ARTICLE IV. FEES

Section 24. Redemption by Owner

The owner of an animal impounded under this article may redeem the animal and regain possession thereof within seventy-two (72) hours (three days) after notice of impoundment is given or posted, as required by Section 23, by complying with all applicable provisions of this ordinance and paying a redemption fee of twenty-five dollars (\$25.00) plus a boarding fee of ten dollars (\$10.00) for each day the animal is held at the animal shelter. Valid proof of ownership is required for redemption of animal. Examples of valid proof of ownership could be but is not limited to current rabies vaccination certificates, vet records, current county tax tag, or receipt of purchase. The owner of an animal impounded and not redeemed within the required holding period shall be responsible for the fees incurred, whether or not the animal is claimed.

Redemption Fee	\$25.00
Boarding Fee	\$10.00
Rabies vaccination	\$10.00
County Taxes	\$6.00

Section 24-1. Kennel Permits

Any individual who operates a breeding kennel that has five (5) or more female breeding dogs must acquire breeding permit from the Animal Control Department. The fee for this breeding permit applies per year per location used for housing breeding animals. The permit allows inspection by animal control Monday-Friday (8:30 am to 5:00 pm). The fee for a permit is as follows:

0 – 50 dogs	\$300.00
51 – 75 dogs	\$500.00
76 – 100 dogs	\$850.00
100 + dogs	\$850.00 plus \$5.00 per dog over 100

Section 25. Destruction or Adoption of Unredeemed Animals

- a) If an impounded animal is not redeemed by the owner within the period prescribed in Section 24, it may be destroyed in a humane manner or offered for adoption by any responsible adult who is willing to comply with this ordinance. Such animal may be adopted by an approved adopter and pays an adoption fee. There will be no tag required for cats or out of county dogs. The services included in the adoption fee for dogs are as follows:

1. Spay or neuter
2. Heart worm test
3. Rabies shot or voucher
4. Stokes County taxes for current year
5. Parasite treatment
6. First dhpp shot

The services included in adoption for cats are as follows:

1. Spay or neuter
 2. Rabies shot or voucher
 3. FIV & Feline leukemia test
 4. FVRCP & leukemia shots
 5. Parasite treatment
- b) Any person that elects to surrender an animal that they have had in their custody and care for at least 72 hours (3 days) to the animal shelter, shall pay a fee of forty dollars (\$40.00). Also, any person that elects to surrender a litter of puppies or kittens shall pay a fee of forty dollars (\$40.00) and will receive forty dollars (\$40.00) voucher towards the spay or neuter of an animal.
- c) No dog owner may be permitted to adopt his own dog under the provisions of this section, but he must comply with the provisions of Section 24, in order to reclaim a dog that has been impounded pursuant to state law or this article.
- d) No animal which has been impounded by reason of being a stray, unclaimed by its owner, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine invoked pursuant to Section 18, except by special authorization of the public health officials.

ARTICLE V. TETHERING

Section 26. Tethering

- a) No person shall tether, fasten, chain, tie, or restrain an animal, or cause an animal to be tethered, fastened, chained, tied, or restrained, to a structure, tree, fence, or any other stationary object, except as specifically set forth in this Article V.
- b) During periods of acceptable restraint, no animal shall be tethered to a running line, pulley, or trolley system by means of a pinch, choke, or prong collar. No tow chains or logging chains are permitted. The line connecting the animal to the trolley system must have a swivel at each end. No more than one animal may be tethered to one restraint device at one time.

- c) No person shall tether or restrain an animal outdoors by any means during extreme weather (at or below freezing temperatures/ high heat) or during periods of driving rain, tornado, hurricane, or periods when a severe weather warning has been issued for the area where the animal is located.
- d) No person shall tether outdoors an animal who is severely sick, diseased, injured or a puppy under the age of 6 months.
- e) Under no circumstances may the tethering device itself be placed around the animal's neck.
- f) Notwithstanding subdivision (a), a person may do any of the following:
 - 1. Tether an animal pursuant to the requirements of a camping or recreational area, not to exceed 7 days.
 - 2. Tether an animal while engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by the State of North Carolina if the activity for which the license is issued is associated with the use or presence of an animal. Nothing in this paragraph shall be construed to prohibit a person from restraining an animal while participating in activities or using accommodations that are reasonably associated with the licensed activity.
 - 3. Tether an animal while actively engaged in any of the following:
 - i. Conduct that is directly related to the business of shepherding or herding cattle or livestock.
 - ii. Conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the animal.
 - iii. Conduct involving law enforcement activities.
- g) Nothing in this Article shall be construed to prohibit a person from walking a dog with a hand-held leash.
- h) The minimum enclosure size for dogs must be 100 square feet per dog up to 50 pounds. Dogs 51 pounds or more must have 200 square feet per dog per kennel. Excrement must be removed daily from any dog enclosure.
- i) Violations:
 - 1. A person who violates this Article is guilty of a violation or a misdemeanor as defined by Section 31 of this ordinance.
 - 2. Notwithstanding subdivision (f), animal control may issue a correction warning to a person who violates this chapter, requiring the owner to correct the violation, in lieu of a civil violation or misdemeanor, unless the violation endangers the health or safety of the animal, the animal has been wounded as a result of the violation, or a correction warning has previously been issued to the individual.
 - 3. A correction warning must be in writing and can be no longer than 3 days to correct unless it is not safe for the animal and then corrective measures must be immediately taken.

ARTICLE VI. RUNNING AT LARGE

Section 27. Running at large

- a) It shall be unlawful for:
 - 1. a female dog or cat to be at large during its estrus period. During this period, the owner must restrain the animal in a manner that will prevent it from coming in contact with a male of its

species. This sub-section shall not be construed to prohibit the intentional breeding of animals on the premises of the owner of the animal.

b) Exceptions.

1. A dog or cat which is not dangerous may be at large in the course of a show, obedience school, tracking tests, field training or other events sanctioned or supervised by a recognized organization. Hunting dogs may be at large in the course of hunting, provided they are under the control of the owner.
 2. A dog or cat that is running freely and remains on the owner's property.
 3. A dog in a designated dog park, school, building or other area approved for dogs to run off of a leash. The dog must have a current rabies vaccination. Proof of a current rabies vaccination must be with the dog or cat at all times as required by Article II Section 15 of this ordinance.
 4. This exception does not exempt an owner from otherwise complying with any other provision of this Chapter.
- c) Animal Control shall impound at the county animal shelter any dog or cat found to be at large in violation of this section.
- d) A dog or cat impounded for running at large may be reclaimed by its owner only upon the owner's agreement to have the animal microchipped at the owner's expense within thirty days of the date the animal is reclaimed. Proof of microchipping the animal impounded must be provided to Animal Control. Animal control may microchip the animal at the owners request and expense.
- e) Dogs and cats shall be vaccinated by the animal shelter when reclaimed at the owner's expense or written proof of rabies vaccination must be provided at the time of reclamation by the owner.
- f) A dog or cat impounded for running at large for a second or subsequent time may be reclaimed by its owner only upon the owner's agreement to have the animal altered at the owner's expense within thirty days of the date the animal is reclaimed. Notwithstanding this requirement, a dog or cat impounded for running at large a second or subsequent time will not be required to be altered provided the owner has notified the animal shelter of the missing animal within three (3) business days of impoundment.

Section 28. Procedure with Respect to Redemption or Adoption of Unvaccinated Animals

- a) Unless proof of a current rabies vaccination can be furnished, every person who either adopts or redeems an animal at the animal shelter shall be given a "proof of rabies vaccination card" at the time of the redemption or adoption. This card shall be stamped with the date stating the maximum time limit allowed to take the animal to the veterinarian of such person's choice for rabies vaccination. The time limit for dogs and cats four (4) months and older will be forty-eight (48) hours, with Sundays and Holidays excluded. For puppies and kittens under four (4) months, the time limit will vary according to their age.
- b) The proof of rabies vaccination card will be completed and returned to the animal shelter by the veterinarian. If this card is not returned to the animal shelter within the time specified on the card, an animal control officer will be dispatched to retrieve the dog or cat.
- c) Payment for the rabies vaccination provided for in this section will be the responsibility of the person redeeming or adopting the dog or cat.
- d) The adoption fee includes rabies vaccine or voucher.

Section 29. Suspected Rabid Animals Not to be Redeemed or Adopted

Notwithstanding any other provision of this article, an animal impounded which appears to be suffering from rabies shall not be redeemed or adopted, but shall be dealt with in accordance with Article II of this Ordinance.

Section 30. Destruction of Wounded or Diseased Animals

- a) Notwithstanding any other provisions of this article, any animal impounded which is badly wounded or diseased (not a rabies suspect) and has no identification shall be destroyed immediately in a humane manner. If the animal has identification, the animal control department shall attempt to notify the owner before disposing of such animal, but if the owner cannot be reached readily, and the animal is suffering, the animal control department may destroy the animal at its discretion in a humane manner.
- b) If an animal is determined by the animal control officer or any law enforcement officer to pose an immediate danger to the health and safety of any person, the animal may be destroyed on-site with or without prior notification to the owner if all other means of capture have been unsuccessful, or if trying to capture the animal would put the officer in a dangerous situation.
- c) If the animal control officer and/or law enforcement officer does destroy an animal on site, he/she shall submit a written report of the incident to the Chief Animal Control Officer within twenty-four (24) hours (weekends and holidays excluded) of the incident and shall make a good faith attempt to notify the owner of the destroyed animal. The Chief Animal Control Officer will review the incident with the County Manager.

Section 31. Penalties

- a) Criminal Penalties – Persons violating this ordinance shall be guilty of a Class Three (3) Misdemeanor and shall be fined not more than Five Hundred Dollars (\$500). Each day of a violation shall constitute a separate offense. The payment of a fine imposed in criminal proceedings does not relieve the person of liability for any taxes, fees, costs or civil penalties otherwise imposed by this ordinance.
- b) Civil Penalties – In addition to criminal penalties, persons who violate this ordinance shall be subject to civil penalties for each violation in the amount established by this Ordinance. Each day of a violation shall constitute a separate offense. (References- Section 22. General Provisions(c))
- c) Citations – The Animal Control Officer is authorized to issue criminal and civil citations to violators of this ordinance. All civil penalties must be paid within 72 hours. No impounded animal may be redeemed until all civil penalties, fees and costs are paid in full.
- d) Civil Action – Civil penalties may be recovered against violators in a civil action by the County. In addition to the civil penalties, the County may recover court costs including reasonable attorney fees incurred by the County.
- e) Equitable Remedies – Enforcement of this ordinance may also be by appropriate equitable remedy, injunction or order of abatement issued by the District Court of Stokes County.

Section 32. Severability

If any section or part of this ordinance should be held invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this ordinance are severable.

Section 33. Effective Date

This ordinance shall become effective May 1, 1975 as adopted by the Stokes County Board of Commissioners on April 7, 1975 and readopted on September 12, 1977, and amended on December 16, 1985, December 21, 1987, February 7, 1994, June 21, 2001, July 1, 2004, May 24, 2010, June 27, 2012, February 9, 2015, December 28, 2015, February 8, 2016, November 12, 2019, and April 12, 2021

Andy Nickelston, Chairman
Stokes County Board of Commissioners

ATTESTED BY: _____
Shannon B. Shaver
Clerk to the Board

Animal Control & Animal Welfare Ordinance

Stokes County, North Carolina

ARTICLE I: ORGANIZATIONAL MATTERS

SECTION 1: TITLE AND PURPOSE

- a. Title. This Ordinance shall be known as the Stokes County Animal Control & Animal Welfare Ordinance.
- b. Purpose. The purpose of this Ordinance is to:
 - 1) Protect the people of Stokes County from dangerous, exotic or uncontrolled animals; and
 - 2) Supplement, but not supersede, the North Carolina Rabies Control Statutes; and
 - 3) Ensure the humane treatment of animals within the county.
 - 4) Supplement, but not contravene, any animal control laws of the State of North Carolina or the Federal Government.

SECTION 2: DEFINITIONS

For the purpose of this Ordinance the following terms, phrases, words, and their derivations shall have the meaning defined herein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future and past tense; words in the plural number include the singular number; words in the singular number include the plural number; and words in the masculine gender include the feminine gender. The definitions within this Section are not exclusive and other terms may be defined within additional Sections of this Ordinance.

- a. Abandon: To intentionally, knowingly, or negligently leave an animal at any location for more than (48) consecutive hours without providing for the animal's continued care.
- b. Adequate Food: The provision on a daily basis of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal, as well as maintain the animal in good health and comfort. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean and from which agents injurious to health have been removed or destroyed to a practical minimum.

- c. Adequate Shelter: An enclosure which is structurally sound, has a minimum of three sides, is large enough for the animal to turn around, is maintained in good repair, and constructed in such a manner that is water and wind resistant. The enclosure shall not have a metal floor nor be a metal barrel. An adequate shelter provides some shade from the direct rays of the sun and assures adequate ventilation and light.
- d. Adequate Water: Constant access to a supply of clean, fresh water, provided in a sanitary manner. In near or below freezing temperatures, the water must be changed frequently so as to prevent freezing.
- e. Aggression-Trained Dog: A dog that has been trained or conditioned to bite, attack, or exhibit aggressive behavior toward humans or other domestic animals for any purpose. This includes but not limited to, the security of business property and personal security.
- f. Animal: Every vertebrate non-human species of animal, wild or domestic, including but not limited to dogs, cats and ferrets.
- g. Animal Control Department: The Stokes County Animal Control Department as established in this Ordinance.
- h. Animal Control Officer (ACO): A County employee designated as an animal control, rabies control officer, rabies control official, or other designated County representative or agent, whose responsibility includes rabies and animal control.
- i. Animal Shelter: Any premises operated 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 Ordinance, or any other County ordinance, directive, or State law.
- j. At Large. An animal shall be deemed to be “at large” when it is off the property of its owner and not under the restraint of a competent person.
- k. Cat: A domestic feline of the genus and species *Felis catus*.
- l. Commercial Breeding Kennel: A facility where dogs or cats are raised, in which five (5) or more litters per year are produced.
- m. Complaint: A formal allegation against a party, in written or verbal format.
- n. County: The County of Stokes.
- o. Dog: A domestic canine of the genus, species, and subspecies *Canis lupus familiaris*.

- p. Estrus: The period of maximum sexual receptivity of a female animal, commonly called “heat” or “rut”.
- q. Fenced Enclosure: Any enclosed area surrounded by a fence which is reasonably adequate to secure an animal, so as to prevent it from escaping from property owned or leased by, or under the constructive possession of, the animal’s owner. This definition includes properly operating radio controlled and wireless controlled underground fence installation.
- r. Feral Cat: An unowned cat which is not an identified animal, as defined in paragraph (t) below, and which is not socialized.
- s. Ferret: A domestic mammal of the genus, species, and subspecies *Mustela putorius furo*.
- t. Guard Dog: A dog on premises specifically for the purpose of protecting said premises from any intruder, and for attacking a person coming in the vicinity of the dog.
- u. Identified Animal: An animal with an identification tag, tattoo, microchip or other marking on which is inscribed the owner’s name, address, and telephone number.
- v. Investigation: Inquiry by the Animal Control Officer, Director or their designee, upon complaint of a violation of an article of this ordinance to determine whether such violation has occurred and whether impoundment of an animal is appropriate or required under the provisions of this Ordinance. Investigations may include, but are not limited to, the interviewing of witnesses and taking of written statements, inspection of premises where an animal is owned or held, reasonable examination of a person or property to determine if injury or damage has been inflicted by an animal under the provisions of this Ordinance, reasonable examination of an animal being investigated, and such other steps as shall be determined to be necessary or appropriate in carrying out investigations of violations of this Ordinance.
- w. Owner: Any person, group of persons, firm, association, partnership, corporation, or other entity owning, keeping, having charge of, sheltering, feeding, harboring, or taking care of any animal, or allowing the animal to remain on or about their property for (30) days. The owner is responsible for the care, actions, and behavior of his animals. This definition shall also apply to the term “ownership” as used in this Ordinance.
- x. Person: Any individual, partnership, corporation, organization, trade or professional association, firm, limited liability company, joint venture, association, trust, estate, or any other legal entity, and any officer, member shareholder, director, employee, agent, or representative thereof.

- y. Public Nuisance Animal. Any animal that unreasonably annoys humans, endangers the life or health of domestic animals or persons, or substantially interferes with the rights of citizens, other than its owner, to enjoyment of life or property. Further definition is contained in Article IV Section 1 herein.
- z. Restraint. An animal is under restraint within the meaning of this Ordinance if it is:
 - (i) On or within a vehicle being driven or parked and secured in such manner as to prevent the animal from escaping or causing injury to persons approaching or passing by the vehicle; provided, that an animal shall not be deemed to be under restraint if it is in the back of an open-bed pickup, regardless of whether or not it is secured therein;
 - (ii) Under the control of a competent person utilizing a leash or lead;
 - (iii) within a secure enclosure, as defined in paragraph (z) below; or
 - (iv) within the boundaries of an above ground fence in good repair and/or a properly operating radio controlled or wireless underground fence installation.
- aa. Secure Enclosure. A structure designed to securely house and restrain a dog that has been determined to be a potentially dangerous dog under Article V, Section 3(b) of this Ordinance.
- bb. Severe Injury: As defined in N.C.G.S. 67-4.1(a) Any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.
- cc. Stray: As defined in N.C.G.S. 130A-184(6a) An animal that meets both of the following conditions: (a.) Is beyond the limits of confinement or lost. (b.) Is not wearing any tags, microchips, tattoos, or other methods of identification.
- dd. Tethering: Attaching an animal to a stationary object by means of a chain, cable, rope, or similar device that has swivel on two ends that is of appropriate size for the animal so not to obstruct its ability to move freely.

SECTION 3: ANIMAL CONTROL ADVISORY BOARD

- a. Creation and Purpose: The Animal Control Advisory Board is hereby created, the purpose of which shall be to:
 - (i) Advise the Stokes County Animal Control Department with respect to rabies control and other animal related matters.
 - (ii) Hear any appeals regarding the determination of a potentially dangerous dog

by Animal Control in accordance with N.C.G.S. 67-4.1.5(c); and

(iii) Carry out such other functions as may be established under this Ordinance.

- b. Composition: The Animal Control Advisory Board shall be composed of five (5) members for two-years rotating terms in compliance with the Stokes County Animal Control Advisory Board By-Laws established and approved by the Stokes County Board of Commissioners. The Board shall have the authority and responsibility conferred by said by-laws. Members shall be appointed by the Stokes County Board of Commissioners in accordance with said by-laws.

ARTICLE II: ANIMAL CONTROL DEPARTMENT

SECTION 1: ANIMAL CONTROL DEPARTMENT

- a. The Animal Control Department of Stokes County, hereinafter referred to as the Animal Control Department, is composed of the Stokes County Animal Control Director and employees in accordance with the terms and conditions set forth in this Ordinance.

SECTION 2: ENFORCEMENT

- a. The Stokes County Health Director may designate employee(s) of the Stokes County Animal Control Department to enforce the rabies Vaccination laws as required by NCGS 130A-185. In the performance of said duties, any ACO, as defined in Section 2(h) shall have all the powers, authority and immunity granted under this Ordinance and by the general laws of this state to enforce the provisions of this chapter, and the General Statutes of North Carolina as they relate to the care, treatment, control, or impoundment of animals.
- b. The Stokes County Animal Control Director shall coordinate with the Stokes County Health Director in conducting at least one rabies vaccine clinic per year in accordance with NCGS 130A-187.
- c. Except as may be otherwise provided by statute, local law, or ordinance, no officer, agent or employee of the county charged with the duty of enforcing the provisions of this chapter or other applicable laws shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duties unless he acts with actual malice.
- d. The Animal Control Department shall assist Stokes County municipalities experiencing animal control issues. In those areas over which municipal animal control departments are not applicable, the Animal Control Department shall apply, and assist each municipality enforcement of their regulations.

- e. The Animal Control Department may, if necessary, request the assistance of the Stokes County Sheriff's Office or municipal police in impounding any animal as permitted under the provisions of this Ordinance.

SECTION 3: OBJECTIVES OF ANIMAL CONTROL DEPARTMENT

The Animal Control Department shall be charged with the responsibility of:

- a. Enforcing, in this county, all state and county laws, ordinances and resolutions relating to the care, custody, and control of animals.
- b. Assisting in the enforcement of the laws of the state with regard to animals, especially with regard to vaccination of animals against rabies and the confinement or leashing of dangerous animals, dangerous dogs and exotic animals.
- c. Investigating all reported animal bites or other human physical contact with suspected rabid animals.
- d. Investigating allegations of cruelty, neglect, or abuse of animals.
- e. Making such canvasses of the county, as is deemed necessary for the purpose of ascertaining that all animals are vaccinated against rabies as required by local ordinance or state statute.
- f. Operating the county animal shelter pursuant to policies of the Stokes County Animal Control division and as defined in NCGS 19A Section 3 & 02 NCAC 52J.
- g. Seizing and impounding, where deemed necessary, any animal involved in a violation of this or any other county ordinance or state law.
- h. Placing live-capture animal traps on private property, with the consent of the landowner, or on public property, in order to trap and remove stray, at large, abandoned, or nuisance domestic animals.

SECTION 4: RABIES CONTROL OFFICER

Any ACO may be designated by the Stokes County Health Director as the Rabies Control Officer for Stokes County and shall have such powers, duties, and responsibilities as are provided by the provisions of the North Carolina General Statutes; however, such powers, duties, and responsibilities as the Rabies Control Officer shall not conflict with or supersede the powers, duties, and responsibilities of the Health Director, or rabies inspectors appointed under the provisions of the North Carolina General Statutes.

If an ACO is designated as a Certified Rabies Vaccinator by the Health Director, the vaccinator shall complete the training course required by the State Division of Public Health; shall vaccinate

only in Stokes County shall vaccinate only for business related to the animal control department; and shall not vaccinate personal animals or outside any parameters defined by the Animal Control Department.

ARTICLE III: LOST OR STRAY ANIMALS

SECTION 1: IDENTIFICATION OF ANIMALS

Every owner of an animal shall provide the same with an identification tag, tattoo, microchip identification, or other marking on which is inscribed the owner's name and phone number.

SECTION 2: IMPOUNDMENT

Any domestic animal which, in the sole discretion of the ACO, appears to be lost, a stray, unwanted, abandoned, or in imminent danger, shall be impounded by the Animal Control Department and confined in the Stokes County Animal Shelter as governed by the North Carolina Department of Agriculture. Impoundment of such an animal shall not relieve the owner thereof from any penalty which may be imposed for a violation of this Ordinance.

SECTION 3: AUTHORITY TO TRANQUILIZE OR DESTROY

An ACO may, when attempting to impound an animal that the owner is not known which cannot otherwise be captured for impoundment, tranquilize said animal. If attempts to tranquilize the animal are unsuccessful, and all other reasonable efforts at impoundment have failed, the ACO may destroy said animal.

SECTION 4: NOTICE TO OWNER

Immediately upon impounding an identified animal, the Animal Control Department shall make reasonable efforts to notify the owner and inform such owner of the conditions under which the animal may be redeemed. Such conditions include, but shall not be limited to, the charging of those fees as are described in Section 5 below. Pursuant to NCGS 19A-32.1 if, after 72 hours, the owner is unknown or cannot be located, or if the owner has not contacted the Animal Control Department, the animal shall then become the property of the Stokes County Animal Shelter as described in Section 6 (a).

SECTION 5: REDEMPTION BY OWNER

The owner of an animal impounded under this Article may redeem the animal and regain possession thereof at any time during normal business hours within 72 hours after notice of impoundment is given, by complying with all applicable provisions of this Ordinance and paying such redemption fee and daily boarding fee as may be established by the County. The Owner also must show proof of ownership and proof of a valid Rabies vaccination.

SECTION 6: DISPOSITION OF UNREDEEMED ANIMALS

- a. Failure to Redeem. If an impounded animal is not redeemed by the owner in compliance with Article III, Section 3, it may be disposed of in accordance with North Carolina Statute 19A-32.1.
- b. Rabies Quarantine. No impounded animal shall be allowed to be adopted from the Animal Shelter during a period of rabies quarantine as invoked by the Stokes County Health Director or their designee.

SECTION 7: REDEMPTION OF UNVACCINATED DOG OR CAT

Payment for the required rabies vaccination will be the responsibility of the person redeeming the animal at the time the animal is redeemed.

SECTION 8: RABID ANIMAL NOT REDEEMED OR ADOPTED

Notwithstanding any other provision of the Article, an impounded animal which appears to be suffering from rabies shall not be redeemed or adopted and shall be destroyed in a humane manner and sent to the state lab for testing.

SECTION 9: INJURED, SICK, OR DISEASED ANIMALS

When the owner of an injured, sick, or diseased animal can be located, it shall be the owner's responsibility to provide veterinary care for the animal or authorize Animal Control to humanely euthanize the animal. If the animal is determined by an ACO to be severely injured, sick, or diseased, the animal shall be destroyed in a humane manner.

SECTION 10: PENALTY FOR VIOLATION

The penalty for a violation under this Article III shall be as set forth in Article IX.

ARTICLE IV: ANIMALS CREATING A NUISANCE

SECTION 1: "PUBLIC NUISANCE ANIMAL" DEFINED

For purposes of this Article, "public nuisance animal" is defined as follows:

- a. An animal that is repeatedly found at large and off the property of its owner or keeper and not under physical restraint.
- b. An animal that continuously barks for one hour from the hours of 6:00 a.m. until 11:00 p.m. and/or for twenty minutes from 11:00 p.m. until 6:00 a.m.)
- c. An animal that habitually or repeatedly chases, snaps at, attacks, or harasses persons or other domestic animals and livestock. "Persons" includes, but is not limited to, pedestrians, joggers, and persons operating vehicles or other modes of transportation.
- d. An animal that repeatedly tips over garbage cans or damages yards, gardens,

- flowers, vegetables, or other personal property.
- e. An animal that repeatedly interferes with, molests, or attacks persons or other animals while off its own property.

SECTION 2: DETERMINATION OF PUBLIC NUISANCE ANIMAL AND SUBSEQUENT PROCEDURE

- a. If, after adequate investigation of a Complaint, the ACO reasonably determines that an animal is a public nuisance animal the ACO shall notify the owner of same and shall instruct the owner to always keep the animal under restraint at all times.
- b. If an animal previously deemed to be a public nuisance animal is determined to have engaged in the same behavior under Section 1 above which led to the initial determination of the animal as a public nuisance animal, the ACO may issue a citation for violation of this Section.

SECTION 3: ESTROUS ANIMAL

It shall be unlawful for any person owning or having possession, charge, custody or control over a female dog or female cat to allow that animal to be at large during its estrous period.

- a. Procedure: If, after investigation of a complaint, the ACO determines that a female is or has been at large during estrous, the ACO shall notify the owner of such animal and shall instruct the owner to keep the animal in such a manner that it will prevent the animal from coming in contact with a male of its species.
- b. Subsequent Violations: If the ACO thereafter determines, upon investigation of a subsequent complaint, that the animal is or has been at large again during estrous, the ACO shall issue a misdemeanor citation for violation of this section.
- c. Non-Identified Estrous Animals: Notwithstanding the foregoing, if upon any investigation the ACO determines that a female animal which is or has been at large during estrous is not an identified animal, the ACO may impound said animal and may hold and dispose of the same in accordance with the provisions of said Article III. This Section shall not be construed to prohibit the intentional breeding of animals on the premises of the owners or keepers of the animals involved.

SECTION 4: AUTHORITY TO TRANQUILIZE OR DESTROY

An Animal Control Officer, when attempting to impound an animal that the owner is not known under Article IV which cannot otherwise be captured for impoundment, may tranquilize said animal or, if attempts to tranquilize and all other reasonable efforts at impoundment have failed, may destroy said animal.

ARTICLE V:
DANGEROUS, POTENTIALLY DANGEROUS, OR VICIOUS DOGS

SECTION 1: PURPOSE

The purpose of this Article shall be to supplement the provisions of the North Carolina General Statutes governing dangerous and vicious dogs, and more specifically G. S. 130A-200 and Article IA of Chapter 67.

SECTION 2: DEFINITIONS

- a. Dangerous Dog – Pursuant to N.C.G.S 67-4.1(a)(1), a dangerous dog is one that:
 - (i) Without provocation has killed or inflicted severe injury on a person; or
 - (ii) Is determined by the person or Board designated by the county or municipal authority responsible for animal control to be potentially dangerous because the dog has engaged in one or more of the behaviors listed in N.C.G.S. 67-4.1(a)(2)
- b. Potentially Dangerous Dog – Pursuant to N.C.G.S. 67-4.1(a)(2), a potentially dangerous dog is a dog that is determined to have:
 - (i) Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or
 - (ii) Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
 - (iii) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.
- c. Secure Enclosure. A structure designed to securely house and restrain a dog that has been determined to be a potentially dangerous dog under Article V, Section 3(b) of this Ordinance. Said structure shall comply with each and every one of the following requirements:
 - (i) The structure shall be located on property owned or leased by, or under the constructive possession of, the dog's owner, shall be a minimum size of 15 feet by 6 feet by 6 feet, and shall be enclosed by a floor, walls, and roof. The floor shall consist of a concrete pad at least 4 inches thick. If more than one dog is to be kept in the enclosure, the floor area shall provide at least 45 square feet for each dog. The walls and roof of the structure shall be constructed of chain link fencing of a minimum thickness of 9 gauge, supported by galvanized steel poles at least 2½ inches in diameter. The vertical support poles shall be sunk in concrete filled holes at least 18 inches deep and at least 8 inches in diameter. The chain link fencing shall be anchored to the concrete pad with galvanized steel anchors placed at

intervals of no more than 12 inches along the perimeter of the pad. The entire structure shall be freestanding and shall not be attached or anchored to any existing fence, building, or structure. The structure shall have no more than one entrance door, which shall be secured by a child resistant lock that must remain locked at all times except when the dog's owner or an authorized veterinarian enters to feed, water, clean, or treat the dog.

- (ii) A perimeter fence shall be constructed around the entire structure, no less than 3 feet from the interior fencing walls of the structure itself. The perimeter fence shall be at least 6 feet in height, shall be of chain link construction with a minimum thickness of 9 gauge, shall be anchored to concrete along the entirety of all four sides in the same manner as the interior fencing walls (except for a single door as specified below), and shall be topped by chain link fencing which shall be of a minimum thickness of 9 gauge and which shall cover the entire area between the top of the perimeter fence and the top of the structure. A single door shall be located in the perimeter fence, on the opposite side from the entrance door to the structure. The door to the perimeter fence shall be secured by a child resistant lock and shall remain locked at all times except when the dog's owner or an authorized veterinarian enters to feed, water, clean, or treat the dog. The door to the perimeter fence shall be locked from the inside before the entrance door to the structure is opened.
- (iii) Provided there is no conflict with applicable zoning regulations, a warning sign of at least 120 square inches but no more than 240 square inches shall be visible from each exposure of the perimeter fence which is visible to any adjoining property. Each sign shall have a graphic representation of an appropriate animal such that the dangerousness or viciousness of the animal housed within the structure is communicated to those who cannot read, including young children. In the event of a conflict with applicable zoning regulations, the warning sign shall comply with the requirements of this subdivision (iii) as nearly as shall be practicable under said regulations.
- (iv) The owner of the dog shall be responsible for ensuring that the structure and perimeter fence are always maintained in such condition as to meet the requirements stated herein. The structure and perimeter fence shall be inspected and approved by the Stokes County Building Inspections Department and an Animal Control Officer for compliance with this Ordinance and any applicable state or local building codes, and the owner shall pay any fees in connection therewith, before the same may be used to house a dog hereunder.

SECTION 3: DETERMINATION

Pursuant to G. S. 67-4.1 (c), the Stokes County Animal Control Director, or their designee, is hereby designated as the person responsible for determining when a dog is a "dangerous dog" or a "potentially dangerous dog" under Article 1A of Chapter 67 of

the North Carolina General Statutes. The Animal Control Advisory Board is further designated as a “separate board” as contemplated by G.S. 67- 4.1 (c) which shall hear any appeal from a determination of the Director or his designee pursuant to NCGS 67 - 4.2c.

SECTION 4: IMPOUNDMENT OF “DANGEROUS DOGS”; AND “POTENTIALLY DANGEROUS DOGS”; DISPOSITION

In addition to the remedies provided in Article 1A of Chapter 67 of the North Carolina General Statutes, the Director or his designee shall impound a “dangerous dog” or a “potentially dangerous dog” as defined under G. S. 67-4.1 (a) (1) or (2), as follows:

- (i) Impoundment of Dangerous Dog: If, following investigation of a complaint under Article IX below, a determination is made by the Animal Control Director or his designee that the dog is a dangerous dog under either G.S. §§67-4.1(a)(1)a.1. or 67-4.1(a)(1)b., or both of said sections, such dog shall be impounded immediately upon delivery to the owner of the written notification as required under G.S. §67-4.1(c), which statute shall apply under this subsection (a) the same as in cases involving potentially dangerous dogs.
 - a. Appeals: Such dog shall be held at the Animal Shelter pending the resolution of all appeal proceedings pursuant to the Stokes County Animal Control Advisory Board By-Laws and G.S. §67-4.1(5)(c).
 - b. Destruction: In the event of a final determination that the dog is a “dangerous dog” under either or both of said sections, the dog shall be destroyed by the Animal Control Department.
- (ii) Impoundment of Potentially Dangerous Dog: If, following investigation of a complaint, a determination is made by the Animal Control Director or his designee that the dog is a potentially dangerous dog, the owner shall receive written notification as required under G.S. §67-4.1(c).
 - a. Appeals: In the event of an appeal, such dog shall be held at the Animal Shelter pending the resolution of all appeal proceedings under the Stokes County Animal Control Advisory Board By-Laws and G.S. §67-4.1(5)(c).
 - b. Release and Redemption: In the event of a final determination that the dog is neither a “dangerous dog,” nor a “potentially dangerous dog,” such dog shall immediately be released to its owner upon compliance by the owner with all applicable provisions of this Ordinance, and payment of such redemption fee and daily boarding fee as may have been established by the County.
 - c. Procedure after Determination of Potentially Dangerous Dog: In the event of a final determination that the dog is a “potentially dangerous dog,” such dog shall be disposed of as follows:

1. If the owner of the dog is not known, shelter staff/director will make individualized determinations as to whether the animal is unadoptable due to temperament. If so determined, the dog shall be destroyed by the Animal Control Department after required 72-hour hold.
2. Where said final determination is based on one or more of the behaviors described in G.S. §67- 4.1(a)(2)a then, if the owner of the dog is known, said owner may redeem the dog by payment of such redemption fee and daily boarding fee as may have been established by the County provided, that it shall be an express condition of any such redemption that the owner at all times thereafter keep the dog within a secure enclosure as defined in Article V, Section 2, Paragraph (c) above. The dog may not be redeemed until the secure enclosure has been completed, inspected, and approved, as provided above.
3. The Animal Control Department may establish a deadline for completion, not to be less than sixty (60) days, after which, if said secure enclosure is still not sufficiently completed to allow for inspection and approval, the dog may be destroyed by the Animal Control Department. If a dog is destroyed pursuant to any of the provisions of this subdivision (i), the owner shall be responsible for payment of such daily boarding fee as may have been established by the County and as shall have accrued between the time of impoundment and the time of destruction.
4. The owner shall at all times be and remain in compliance with the requirements of Article V, Section 2, Paragraph (c) as to any secure enclosure required and upon failure to comply the owner shall be subject to such civil penalties as are permitted under Article IX below.
5. It shall be a further express condition of redemption under this subdivision that, within thirty (30) days after redemption, the dog must be spayed or neutered and fitted with microchip identification, at the owner's expense. Prior to release rabies vaccination shall be current. The Animal Control Department may require written evidence, in the form of receipts or other records from a licensed veterinarian, confirming that this condition has been satisfied. If the owner of the dog fails to satisfy this condition within the time stated, the Director or his designee shall issue a citation to the owner for such civil penalties as are permitted under Article IX below.
6. If, within thirty (30) days after issuance of the citation, the condition still has not been satisfied and the civil penalty paid, the dog shall be destroyed by the Animal Control Department.
7. Upon redemption under this subdivision, the Animal Control Department shall serve upon the owner a notice of final determination which shall state that the dog has been determined to be a potentially dangerous dog under G.S. §67- 4.1(a)(2)a. and that the dog and its owner are subject to all of the requirements

hereunder.

- d. Where said final determination is based on one or more of the behaviors described in G.S. §67-4.1(a)(2)b. or 67- 4.1(a)(2)c., then, if the owner of the dog is known, said owner may redeem the dog by payment of such redemption fee and daily boarding fee as may have been established by the County; provided, that it shall be an express condition of any such redemption that the owner at all times thereafter keep the dog in a secure enclosure as defined in Article V, Section 2, Paragraph (c), or under restraint as defined in Article I, Section 2, Paragraph (z). Provided that, however:
1. It shall be a further express condition of redemption under this subdivision (ii) that, within thirty (30) days after redemption, the dog must be spayed or neutered and fitted with microchip identification, at the owner's expense. The Animal Control Department may require written evidence, in the form of receipts or other records from a licensed veterinarian, confirming that this condition has been satisfied.
 2. If the owner of the dog fails to satisfy this condition within the time stated, the Director or his designee shall issue a citation to the owner for such civil penalties as are permitted under Article IX below.
 3. Upon redemption under this subsection, the Animal Control Department shall serve upon the owner a notice of final determination which shall state that the dog has been determined to be a potentially dangerous dog under G.S. §67- 4.1(a)(2)b. or G.S. §67-4.1(a)(2)c., as the case may be, and that the dog and its owner are subject to all of the requirements hereunder.
- e. **Violations of Secure Enclosure or Restraint Provisions** - If, after redemption of a potentially dangerous dog as set forth above, the Director or his designee makes a determination following investigation of a complaint that said dog has not been kept within a secure enclosure by the owner at all times, or has not been kept under restraint at all times, the following actions shall be taken:
1. First & Second Violation: The Director or his designee shall issue a citation to the owner for such civil penalties as may be applicable.
 2. Third Violation: The subject dog shall be impounded immediately. Such dog shall be held at the Animal Shelter pending the resolution of all appeal proceedings under G.S. §67-4.1(c). In the event of a final determination that the owner did not in fact fail to keep the dog within a secure enclosure at all times or under restraint at all times, as the case may be, such dog shall immediately be released to its owner in compliance with and under

the requirements of subdivision (i) or subdivision (ii) above, whichever is applicable. In the event of a final determination that the owner did in fact fail to keep the dog within a secure enclosure at all times or under restraint at all times, as the case may be, the dog shall be euthanized by the Stokes County Animal Control Department.

- f. Additional Determination of Potentially Dangerous Dog - If, after redemption of a dog deemed to be a potentially dangerous dog as set forth in either subdivision (i) or subdivision (ii) above, the Director or his designee makes a determination following investigation of a separate and new complaint that the dog has engaged in any of the behaviors prohibited under G.S. §67-4.1(a)(1) or (2) following said redemption, the dog shall be impounded immediately upon delivery to the owner of the written notification. Such dog shall be held at the Animal Shelter pending the resolution of all appeal proceedings under G.S. §67-4.1(c), which statute shall apply under this subdivision (vi) the same as set forth elsewhere in this subsection (b). In the event of a final determination that the dog did not in fact engage in any of said behaviors, such dog shall immediately be released to its owner in compliance with and under the requirements of subdivision (i) or subdivision (ii) above, whichever is applicable. In the event of a final determination that the dog did in fact engage in any of said behaviors, the dog shall be destroyed by the Animal Control Department.
- g. Release - In the event of a final determination that the dog is neither a "dangerous dog," nor a "potentially dangerous dog," such dog shall immediately be released to its owner upon compliance by the owner with all applicable provisions of this Ordinance, and payment of such redemption fee and daily boarding fee as may have been established by the County.
- h. Copy of Ordinance and Proof of Receipt - Whenever the Director or his designee is required by the terms of this Section to deliver to the owner of a dangerous or potentially dangerous dog the written notification as set forth under G.S. §67-4.1(c), the Director or his designee shall simultaneously deliver to the owner a copy of this Ordinance and shall obtain from said owner a signed receipt as to both.

SECTION 5: REGISTRATION OF POTENTIALLY DANGEROUS DOGS

- a. Registration Required. A current registration shall be maintained by the Stokes County Animal Control Department as to every dog for which a final determination has been issued that the same is a potentially dangerous dog under this article. The owner of said dog is responsible for ensuring that the dog is registered hereunder. Registrations required under this Section 4 shall be made upon issuance of the final determination and

shall include the name and address of the owner, identifying information concerning the dog, and such other information as the Stokes County Animal Control Department may reasonably request. Thereafter the owner shall register the dog annually with the Animal Control Department during the month of January unless the dog has died, has been sold, or its ownership has been transferred to any other person, in which event the provisions of subsection (b) below shall apply.

b. Sale, Transfer, or Death of Dog.

(i) Sale or Transfer of Dog to New Owner Residing Within County.

The sale or transfer of any dog for which a registration is required under Section 5 shall be subject to prior approval by the Animal Control Department if the new owner resides within the County. The following procedure shall apply:

- a) The owner of the subject dog shall first notify the Animal Control Department. Said notification shall include the information as required under subsection (a) above as to the new owner.
- b) The Animal Control Department shall have a period of thirty (30) days from receipt of said notification in which to contact the new owner and investigate and determine whether said new owner has the capability to comply with the requirements of this Ordinance concerning potentially dangerous dogs. As a part of said determination, the Animal Control Department shall, no later than ten (10) days after receipt of notification from the current owner, deliver a copy of this Ordinance to the new owner and request from said new owner a signed written statement, on such form as shall be approved by the Animal Control Department, certifying that said new owner has received such copy and will at all times be and remain in compliance with the requirements of the same.
- c) The new owner shall furnish a signed written statement to the Animal Control Department within the ten (10) days, and shall cooperate with and provide such further information to the Animal Control Department as may be reasonably requested in connection with the proposed sale or transfer of the dog.
- d) If the Animal Control Department, upon timely receipt of said written statement and completion of the investigation required hereunder, determines that the new owner is able and willing to comply with the requirements of this Ordinance, the Animal Control Department shall so notify

both the current owner and the new owner in writing within the above stated ten (10) day period. Thereafter the sale or transfer of the dog may take place, and the new owner shall thereupon be responsible for compliance with the provisions of this Section 4 and for compliance with all other requirements of this Ordinance. If the new owner fails to timely furnish the signed written statement as required herein, the Animal Control Department shall not approve the proposed sale or transfer until such time as the same has been furnished.

- (ii) Sale or Transfer of Dog to New Owner Residing Outside County. In the event the owner of a dog for which a registration is required under this Article intends to sell or transfer the same to a person residing outside the County, the following procedure shall apply:
 - a) The selling or transferring owner shall notify the Animal Control Department as to the same prior to such sale or transfer.
 - b) As soon as practical following receipt of said notification the Animal Control Department shall notify the Animal Control Department of the county of residence of the new owner, by registered or certified letter, return receipt requested, as to the sale or transfer of said dog and as to its designation under this Ordinance as a potentially dangerous dog, together with such other information as the Animal Control Department may deem appropriate.
- (iii) Bringing Dog into County. In the event a dog which has been determined by another county or jurisdiction to be a dangerous dog or potentially dangerous dog under Article 1A of Chapter 67 of the North Carolina General Statutes, or under similar provisions of any other applicable statute, ordinance, or law of any other jurisdiction, is sold or transferred to an owner residing within the County, or is brought into the County for any reason (other than temporary veterinary care), the following procedure shall apply:
 - a) The owner to which said dog is being sold or transferred, or the person responsible for bringing said dog into the County, shall immediately notify the Animal Control Department as to the same and shall cause said dog to be registered in accordance with the requirements of this Section 4. Any dog which is registered or required to be registered with the Animal Control Department under this subdivision (iii) shall be deemed to be a dangerous dog or potentially dangerous dog under this Article V, as the case may be, and

the owner of said dog shall comply with all of the applicable requirements hereof within such times as shall be established by the Animal Control Department, but in no event less than thirty (30) days.

- (iv) Death of Dog. In the event a dog for which a registration is required under subsection (a) dies, the owner shall immediately notify the Animal Control Department as to the same and shall, within twenty-four (24) hours of said dog's death, present the dog's body for scanning as to the microchip identification required under this Article V. Said scanning may be performed either by a licensed veterinarian or by the Animal Control Department. A licensed veterinarian performing a scan under this subdivision (iv) shall report the results of the same to the Animal Control Department, which shall maintain a written record of all scans performed hereunder for the purpose of verifying the death of potentially dangerous dogs registered pursuant to this Section 4. Payment of all fees and expenses for compliance with the foregoing requirements shall be the responsibility of the dog's owner.
- c. Penalty for Violation. The penalty for a violation of any of the requirements under this Section shall be as set forth in Article IX below.

ARTICLE VII: ANIMAL WELFARE

SECTION 1: PURPOSE OF THIS SECTION

It is the purpose of this section to supplement Article 47 of the North Carolina General Statutes, and all other state laws regarding animals for which the Animal Control Division has enforcement authority pursuant to Article II, Section 3.

SECTION 2: CRUELTY TO ANIMALS

It shall be unlawful for any person to abuse, molest, maim, disfigure, torture, torment, deprive of necessary sustenance, cruelly beat, mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to the health or general welfare any animal, or to cause or procure such action. As used in this section the words "torture", "torment" and "cruelty" include or refer to any act, omission or neglect causing or permitting unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit lawful taking of animals under the jurisdiction and regulation of the Wildlife Resources Commission; nor to prohibit the Animal Control Department or persons duly authorized by the County of Stokes or veterinarians from destroying dangerous, unwanted or injured animals in a humane manner; nor to prohibit the lawful use of pesticides for control of insects, rodents, or household and farm pests.

SECTION 3: ANIMAL WELFARE

- (a) Food, Shelter & Water: Owners of animals must provide the animals with adequate food, shelter, and water as defined in Article I.
- (b) Tethering or Trolley Systems: Tethering or trolley systems must be at least seven feet in length. The tethering device must be attached in such manner as to prevent strangulation or other injury to the dog and entanglement with objects. Tethers must be made of rope, twine, cord, chain or similar material with a swivel on two ends or must be made of a chain that is at least seven feet in length with swivels on both ends and which does not exceed 10% of the dog's body weight. All collars or harnesses used for the purpose of the lawful tethering of a dog must be made of nylon or leather. No person shall tether a dog with a chain or wire or other device to, or cause such attachment to, any collar other than a buckle type collar or body harness. No person shall tether with a chain or a wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog. No person shall tether with a chain, wire or other device to a dog where the weight of the tethering device and the collar combined exceeds 10% of the dog's body weight. No person shall tether with a chain or wire or other device a dog in such a manner that does not allow the dog access to adequate food, water or shelter. No person shall tether a sick, diseased and/or injured dog or an estrous dog.

SECTION 4: REGISTRATION OF COMMERCIAL BREEDING KENNEL

Current registration shall be maintained by the Animal Control Department for each breeding kennel located within the County. The owner or operator of said commercial breeding kennel is responsible for ensuring that the same is registered hereunder. Registrations and a \$500.00 permit fee are required under this Section shall be made no later than thirty (30) days following the effective date of this Ordinance and shall thereafter be renewed in January of each year. All registrations shall include the name, address, and telephone number of the owners and/or operators of the same, the address and physical location of the commercial breeding kennel, and the number of dogs over the age of six (6) months being kept at the commercial breeding kennel as of January 1 of the year for which the registration is made.

SECTION 5: IMPOUNDMENT

- (a) General Provision: If the Animal Control Department determines in its discretion that an animal's life is in immediate danger due to a violation of any of the provisions of this Article, the Animal Control Department may impound the same.
- (b) Non-Exclusive Remedy: Impoundment under this subsection (a) shall not affect the application or imposition of such penalties as may be authorized under Article below.

- (c) Holding and Redemption: An animal impounded hereunder shall be held for three full business days and disposed of in accordance with the provisions of Article III above, provided that no right of redemption by the owner shall be allowed if the animal was impounded due to the owner's violation of any of the provisions of this Article; and provided further, that the owner shall be liable for the costs of impoundment, boarding, care, and disposition of the animal, as incurred by the Animal Control Department, which costs may be recovered by the County in the form of additional civil penalties as set forth under Article IX below.

SECTION 6: PENALTY FOR VIOLATION

The penalty for violation under this Article shall be as set forth in Article IX below.

ARTICLE VIII: RABIES CONTROL

SECTION 1: RABIES CONTROL

The owner of every dog and cat over four (4) months of age shall have the animal vaccinated against rabies and shall comply with all of the terms and provisions of Part 6 of Article 6 of Chapter 130A of the North Carolina General Statutes pertaining to rabies control.

SECTION 2: RABIES VACCINATION TAGS

It shall be unlawful and a violation of this Ordinance for the owner of any dog to cause or permit the same to fail to wear at all times a valid rabies vaccination tag as required under the provisions of G.S. §130A-190. Pursuant to the authority of G.S. §130A-190(a), this Section 2 shall apply only to dogs and shall not apply to cats or ferrets.

SECTION 3: IMPOUNDMENT OF DOGS NOT WEARING REQUIRED RABIES VACCINATION TAGS

(a) **Duration of Impoundment.** The duration of impoundment for a dog impounded by an Animal Control Officer pursuant to G.S. §130A-192 shall be seventy-two (72) hours. At the expiration of said time, if the dog has not been reclaimed by its owner, it shall be disposed of as authorized by G.S. §130A-192.

(b) **Impoundment Fee.** A dog impounded by an Animal Control Officer pursuant to G.S. §130A-192 shall not be returned to its owner until the owner shall have paid to the Animal Control Shelter such impoundment fee as has been established by the County.

SECTION 4: PENALTY FOR VIOLATION

The penalty for a violation under this Article VIII shall be as set forth in Article IX

below.

ARTICLE IX: PENALTIES AND ENFORCEMENT

SECTION 1: PENALTIES

- (a) Misdemeanors. Notwithstanding any civil penalties which may be assessed under subsection (b) below, any person violating any of the provisions of this Ordinance may be found guilty of a Class 3 Misdemeanor under G. S. 14-4 and 153A-123.
- (b) Non-Exclusivity of Penalties: Civil penalties and criminal penalties are not mutually exclusive in application under this Ordinance.
- (c) Civil Penalties. In addition to, and not in lieu of, the criminal penalties and other remedies provided by this Ordinance or by State law, a violation of any of the provisions of this Ordinance may also subject the offender to the civil penalties hereinafter set forth.
- (d) Continuing Violation: For a continuing violation, each day's violation shall be deemed to be a separate offense.
- (e) Issuance of Citation: The ACO shall be authorized to issue a citation to such person, giving notice of the violation. Citations so issued may be delivered in person or mailed by registered or certified mail, return receipt requested, to the person charged if such person cannot otherwise be readily located.
- (f) Time for Payment/Failure to Pay: The civil penalty or penalties set forth in the citation must be paid within Thirty (30) days of the receipt of the citation and shall be paid to the Animal Control Section. The Animal Control Section shall forward all such penalties collected to the Finance Office for the County of Stokes for application as by law provided. If the person charged fails to pay the civil penalty within the time prescribed, a criminal summons shall be issued against such person charging a misdemeanor violation of this Ordinance under subsection (a) above and upon conviction, such person shall, in addition to the penalties prescribed for said misdemeanor violation of this Ordinance, be punished as the court prescribes for failure to pay the civil penalties imposed hereby.
- (g) Civil Penalty Schedule: The civil penalties for a violation of this Ordinance shall be assessed follows:
 - i. For a violation of any provisions of Article III, IV, V, VI, VII, or XI, the civil penalty shall be:
 - First Offense - One Hundred Dollars (\$100.00)
 - Second Offense - Two Hundred Fifty Dollars (\$250.00)

- Third or Subsequent Offense - Four Hundred Dollars (\$400.00)
- ii. For the following specific violations of Article V, Section 4, the civil penalty shall be the following:
- Failure to receive prior approval for sale or transfer of Potentially Dangerous Dog to new owner by current owner - \$500.00 fine to new owner and current owner.
 - Failure to submit required signed written statement to Animal Control Department within 10 day period by new owner - \$500 fine to new owner and current owner.
- iii. For the following specific violations of Article VIII, the civil penalty shall be the following:
- Tampering with traps - \$25;
 - Stealing traps - Replacement Value

SECTION 2: EQUITABLE REMEDY

This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

ARTICLE X: ANIMAL SHELTER FEES

The Stokes County Board of Commissioners shall set the fees to be assessed by the Animal Shelter. The director of said Department is given the discretion to waive, change, or reduce these fees to assist in the adoption of animals or to help citizens with financial needs related to animal care and welfare.

ARTICLE XI: REGULATION OF OWNERSHIP, KEEPING OF AND HARBORING OF INHERENTLY DANGEROUS EXOTIC ANIMALS

SECTION 1: PURPOSE AND AUTHORITY

The purpose of this Article is to protect the public against health and safety risks that inherently dangerous exotic animals pose to the community and to protect the welfare of the individual animals held in private possession. By their very nature, certain exotic animals are wild and potentially dangerous, do not adjust well to a captive environment, and present a genuine threat to the safety and well-being of the public.

It is a further purpose of this Article to complement those rules already in existence in

the State of North Carolina with respect to the regulation of wild animals by the North Carolina Wildlife Resources Commission, which includes animals such as raccoons, skunks, foxes, bats, and others, that present a danger to the safety and well-being of the public through their inherently dangerous nature, through carrying rabies, or otherwise. Accordingly, the County intends to exempt from this Article those wild animals which are subject to said rules.

For the reasons set forth above, and pursuant to the authority granted in G.S. §§153A-121, 153A-131, and 113-133.1, the County enacts and adopts the regulations set forth herein.

SECTION 2: DEFINITIONS

For purposes of this Article, the following terms, phrases, words, and their derivations shall have the meaning defined herein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future and past tense, words in the plural number include the singular number, words in the singular number include the plural number, and words in the masculine gender include the feminine gender. These definitions are in addition to, and not in lieu of, those definitions set forth in Article I of this Ordinance; provided, that the scope of this Article shall be as set forth in Section 3 below.

- (a) **Inherently Dangerous Exotic Animal:** Any mammal, reptile, or arachnid which is a member of a species that, due to the inherent nature of the species, may be considered dangerous to humans; provided, however, that expressly excluded from this definition are animals which are indigenous to Stokes County and which are subject to the requirements for captivity permits under the rules of the North Carolina Wildlife Resources Commission as contained in 15A N.C.A.C. 10H Section .0300 or any successor rules or regulations thereto. Inherently dangerous exotic animals specifically include, but are not limited to, any or all of the following orders and families, whether bred in the wild or in captivity, and any or all hybrids. The animals listed in parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

- (1) **Class Mammalia:**

- (i) **Order Artiodactyla** (such as hippopotami, giraffes, and camels, but not cattle, swine, sheep, goats, llamas, or alpacas);

- (ii) **Order Carnivora:**

- (a) **Family Felidae** (such as lions, tigers, panthers, leopards, jaguars, ocelots, and servals, but not domestic cats);
 - (b) **Family Canidae** (such as wolves and jackals, but

not domestic dogs);

- (c) Family Ursidae (all bears);
- (d) Family Mustelidae (such as weasels, martins, and minks, but not ferrets);
- (e) Family Procyonidae (such as coatis);
- (f) Family Hyaenidae (all hyenas);
- (g) Family Viverridae (such as civets, genets, and mongooses);

(iii) Order Edentalia (such as anteaters, armadillos, and sloths);

(iv) Order Marsupialia (such as kangaroos and wallabies);

(v) Order Perissodactyla (such as rhinoceroses and tapirs, but not horses, donkeys, or mules);

(vi) Order Primates (such as lemurs, monkeys, chimpanzees, baboons, gorillas, and all other non-human primates);

(vii) Order Proboscidea (all elephants);

(viii) Order Rodentia (but not guinea pigs, rats, mice, gerbils, hamsters, prairie dogs, or chinchillas);

(2) Class Reptilia:

(i) Order Squamata:

- (a) Family Varanidae (only water monitors and crocodile monitors);
- (b) Family Iguanidae (only rock iguanas);
- (c) Family Boidae (only those whose actual length exceeds eight (8) feet);
- (d) Family Colubridae (only boomslangs and African twig snakes);
- (e) Family Elapidae (such as coral snakes,

cobras, mambas, etc.) - all species;

(f) Family Natricidae (only keelback snakes);

(g) Family Viperidae (such as cottonmouths, etc.) - all species;

(h) Family Helodermodae (such as gila monsters and Mexican beaded lizards);

(i) Family Crotalidae (pit vipers);

(j) Family Atractaspidae (burrowing asps);

(k) Family Hydrophilidae (sea snakes);

(ii) Order Crocodilia (such as crocodiles, alligators, caimans, gavials, etc.) – all species.

(3) Class Arachnida:

(i) Order Araneae (only spiders which are venomous, but excluding tarantulas);

(ii) Order Scorpionida (all scorpions).

(b) Owner: The term “Owner” shall have the same meaning as defined in Animal Control Ordinance Article 1 Section 2. As used with Exotic Animals, Owner also includes one who allows an exotic animal to remain in, be lodged, fed, given shelter or refuge within the Owner’s home, store, yard, enclosure, out-building, abandoned vehicle or building, place of business, or any other premises in which the person resides or over which the person has control.

SECTION 3: PROHIBITIONS

(a) It shall be unlawful to own, possess, keep, or harbor, bring into the County, have in one's possession, act as a custodian for, or have custody of an inherently dangerous exotic animal within the County; provided, that the Owner of any inherently dangerous exotic animal as defined in this Ordinance who owned, possessed, kept or harbored or be fed or be given shelter or refuge within the person’s home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, or any other premises on which the person resides or over which the person has control such inherently dangerous exotic animal on or before the effective date of this Ordinance shall remove said animal(s) from the

County within one (1) year following the adoption of this Ordinance.

- (b) It shall be unlawful and a violation of this Ordinance for any person who violates subsection (a) of this Section 6 to release or abandon an inherently dangerous exotic animal, in such manner as to cause or permit the animal to be at large in the County, for the purpose of evading prosecution under said subsection (a).

SECTION 4: EXEMPTIONS

This Article shall not apply to:

- i. Veterinary clinics in possession of such animals for treatment or rehabilitation purposes;
- ii. Institutions regulated by the USDA;
- iii. Institutions accredited by the American Zoo and Aquarium Association;
- iv. Animal control authority or law enforcement officers acting under authority of this Act;
- v. Persons temporarily transporting such animals through the County, providing that such transport shall not be longer than 24 hours, and the animal is at all times maintained within a confinement sufficient to prevent it from escaping.
- vi. Any licensed or accredited research medical institution or educational institution.

Notwithstanding the foregoing, any such exempt entity or person from which an inherently dangerous exotic animal escapes or is released for any reason whatsoever (without regard to fault) shall be liable for the costs of capturing said animal as provided in Section 6(a) below.

SECTION 5: ENFORCEMENT OF ARTICLE

The Animal Control Department and its Officers and employees, and any law enforcement agency having authority within the territorial jurisdiction of this Ordinance, shall be empowered to enforce the provisions of this Article.

SECTION 6: IMPOUNDMENT AND/OR DISPOSITION OF INHERENTLY DANGEROUS EXOTIC ANIMALS

The following provisions shall govern the impoundment and/or disposition of inherently dangerous exotic animals present in the County in contravention of this Article:

- (a) The Animal Control Department may immediately take up and impound an inherently dangerous exotic animal if the Animal Control Department

determines in its discretion that it has facilities sufficient to safely house the animal and that the impoundment can be undertaken without injury to persons or property. The possessor is liable for the costs of capture, placement, and care for the inherently dangerous exotic animal from the time the attempt to capture begins or impoundment occurs (whichever happens first) until the time the animal has been relocated to an approved facility as set forth hereunder, or has been returned to the possessor (in the case of an exempt entity or person), or has been destroyed. Said costs may be recovered by the County in the form of additional civil penalties as set forth under Article IX of this Ordinance.

- (b) If an inherently dangerous exotic animal is impounded as set forth above, the possessor must, within seventy-two (72) hours of impoundment, post a security bond or cash deposit with the Animal Control Department in an amount sufficient to guarantee payment of all reasonable expenses incurred and expected to be incurred in capturing, caring and providing shelter for the animal.
 - (i) **Reasonable Expenses** - Reasonable expenses shall include, but are not limited to, the estimated cost of feeding, medical care, and boarding for at least thirty (30) days, plus the cost of relocating the animal as set forth hereunder.
 - (ii) **Relocation** - Said security bond or cash deposit shall not prevent the Animal Control Department from relocating the animal at any time; provided, that upon such relocation the Animal Control Department shall recover under the security bond or cash deposit only those sums actually incurred in connection with the above listed expenses;
 - (iii) **Extension of impoundment** - The Animal Control Department may, in its discretion, keep the animal under impoundment for a period of up to sixty (60) days if the possessor has posted a security bond or cash deposit sufficient to cover such period.
 - (iv) **Calculation of Amount of Bond or Deposit** - In all cases the amount of the security bond or cash deposit shall be determined by the Animal Control Department and shall be based on the current rate to feed, provide medical care for, and house the animal, plus the expected cost of relocating the animal, plus costs already incurred for the same and for capturing the animal. The form for security bonds as required herein shall be approved by the Animal Control Department.
- (c) If an inherently dangerous exotic animal is impounded as set forth above, and the possessor of said animal complies with the bond or cash deposit provisions listed above; the Animal Control Department shall, attempt to find proper and safe housing for the animal outside the County through placement of the animal with an institution or location accredited by the

American Zoo and Aquarium Association (AZA).

- (d) If said security bond or cash deposit is not timely posted, or if the possessor of the animal is unknown or cannot be located, the Animal Control Department may nonetheless, in its discretion, attempt to find proper and safe housing for the animal outside the County as stated above; provided, that if the possessor is subsequently identified or located, said possessor shall be liable for all costs of placement and care incurred by the Animal Control Department as set forth in subsection (a) of this Section.
- (e) The provisions of subsections (b) and (c) of this Section shall not apply to an exempt entity or person as set forth in Section 4 above and Animal Control Department shall allow the exempt entity or person to recapture the animal or, if the animal is impounded, shall return the same to the exempt entity or person upon payment in full of all costs of capture as provided hereinabove, only if all of the following criteria are met:
 - (i) The impounded animal escaped or was released from an exempt entity or person as set forth in Section 4 above; and
 - (ii) The animal can safely be impounded and returned to the exempt entity or person or can safely be recaptured by said entity or person; and
 - (iii) The exempt entity or person has taken reasonably sufficient steps to assure that the animal will not escape or be released in the County again; and
 - (iv) The animal has not previously escaped or been released in the County.
- (f) If the Animal Control Department determines in its discretion that an inherently dangerous exotic animal cannot be captured and impounded within the requirements of subsection (a) above, the Animal Control Department may authorize and direct the possessor to retain the animal and, within a fixed period of time not to exceed sixty (60) days, relocate the animal to proper and safe housing outside the County through placement with an institution or location accredited by the AZA.
 - (i) The foregoing provision shall apply only if the Animal Control Department determines, in its discretion, that the animal has not caused injury to persons or property and that the possessor has facilities sufficient to safely house the animal and prevent it from escaping or causing such injury during the period when it is being relocated.
- (g) The decision of the Animal Control Department to proceed under this

Section shall in no way affect the applicability or imposition of civil penalties as to the possessor for violating the provisions of Section 2 above, and during any period of relocation hereunder the civil penalties so imposed shall continue until the possessor presents documentation or other satisfactory proof to the Animal Control Department that the animal has been relocated as required herein.

- (h) Unless otherwise prohibited by the Federal Endangered Species Act or other applicable Federal or State law, the Animal Control Department may immediately destroy an inherently dangerous exotic animal in a humane manner if:
 - (i) The Animal Control Department determines, in its discretion, that the animal cannot be taken up and impounded within the requirements of subsection (a) above, and further determines in its discretion not to proceed under the provisions of subsection (e) above; or
 - (ii) The possessor of the animal fails to timely post the security bond or cash deposit as required therein; or
 - (iii) proper and safe housing cannot be found for the animal as set forth therein; or
 - (iv) The animal has escaped or been released from an exempt entity or person but does not fall within the provisions of subsection (d) above.

SECTION 7: PENALTY FOR VIOLATION

The penalty for a violation under this Article shall be as set forth in Article IX above.

ARTICLE XI: COMPLAINTS

SECTION 1: COMPLAINT TYPES & PROCEDURES

- (a) Emergency Complaint - Any person may in the case of an emergency make a verbal complaint through the County Communications Center or directly to Animal Control or his designee, of a violation of Article III, IV, V, VI or VII above. Determination of whether or not the complaint qualifies as an emergency shall be in the discretion of the investigating ACO.
- (b) Verbal Complaint - Any person may make a verbal report to the County of a

violation of Article II, III and VIII of this Ordinance, all such reports shall be made by telephone to the Animal Control Department, County Communications Center, by telephone or in person to the Animal Control Department. Telephone reports received by the County Communications Center shall be relayed to the Animal Control Section or appropriate municipal police for such action as may be authorized or appropriate under this Ordinance.

- (c) Written Complaint - Any person may make a complaint to the County about a violation of Article IV, V, VI or VII of this Ordinance. All such complaints shall be written and shall be on a form prescribed by the County. Such complaints shall be presented as follows and may not be third party:
- (d) Article IV, V, VI or VII Complaints - A written complaint of a violation of Article IV, V, VI, or VII shall be presented to the Animal Control Department. The Animal Control Department shall develop a written complaint form and shall always maintain copies of same, which shall be made available for inspection upon request to any person. The form shall require such information as shall be deemed sufficient by the Animal Control Section to permit a sufficient investigation to determine if a violation of Article IV, V, VI or VII has occurred, along with any other information deemed appropriate by the ACO.

ARTICLE XII: GENERAL PROVISIONS

SECTION 1: PROHIBITIONS

- (a) No person shall interfere with, hinder or molest the Animal Control Officer or any officers or employees of the Animal Control Department, or the Stokes County Public Health Director or his designee, in their performance of any duties under this Ordinance, nor shall any person seek to release any animal in the custody of the same or of the Animal Shelter unless otherwise specifically authorized by law. The penalty for a violation of this Section shall be as set forth in Article IX above.
- (b) No person shall conceal any animal from Animal Control, for the purpose of evading the requirements of this ordinance.
- (c) No person shall refuse to show proof of a rabies vaccination to any member of the Animal Control Division upon demand.
- (d) No person, other than a member of the Animal Control Section, shall remove any animal from a live-capture animal trap placed on private or public property by the Animal Control Section. It shall also be unlawful for any person to damage, destroy, move or otherwise tamper with a trap placed by the Animal Control Section on private or public property.

SECTION 2: SEVERABILITY

If any part of this Ordinance or any portion or provision hereof, or the application hereof to any person or condition, is held to be invalid, such invalidity shall not affect the remaining parts of this Ordinance or their application to any other person or condition, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 3: IMPOUNDMENT AND DESTRUCTION STATE LAW

All provisions of this Ordinance with respect to the impoundment or destruction of animals shall be subject to the requirements of State law concerning the same, including but not limited to all State statutes and regulations pertaining to rabies control.

SECTION 4: SUPERSEDES ALL PREVIOUS ORDINANCES

This ordinance supersedes Animal Control & Animal Welfare Ordinance as set forth in Stokes County Ordinance Book adopted April 07, 1975 and became effective May 01 1975 and readopted on September 12, 1977, and amended on December 16, 1985, December 21, 1987, February 07, 1994, June 21, 2001, July 01, 2004, May 24, 2010, June 27, 2012, February 09, 2015, December 28, 2015, February 08, 2016, November 12, 2019, and April 12, 2021.

SECTION 5: EFFECTIVE DATE

This Ordinance shall take effect and be in force upon adoption by the Stokes County Board of Commissioners.

Stokes County Animal Control Advisory Board By-Laws

Article 1: Name and Purpose

The Stokes County Board of County Commissioners desire to establish a body to be called the Stokes County Animal Control Advisory Board. The purpose of which will be to provide review and evaluation of animal related issues and to hear appeals of potentially dangerous dog notices.

Article 2: Duties

The Advisory Board shall have the following specific duties and responsibilities as have been directed by the Stokes County Board of County Commissioners:

- a. To hear appeals on dangerous and/or potentially dangerous dog determinations.
- b. To review and evaluate, on an ongoing basis, animal-related issues, needs and services in Stokes County.
- c. To report to the Stokes County Board of Commissioners upon request, on animal services issues within Stokes County.

The Advisory Board shall not be responsible for and shall have no authority over the day-to-day operations of Stokes County Animal Control.

Article 3: Membership

The Advisory Board shall consist of five (5) members who shall be appointed by the Stokes County Board of County Commissioners in accordance with the approved county appointment procedure. Appointments shall attempt to fulfill, but are not limited to, the following affiliations and categories:

- a. One member shall be the Stokes County Health Director or Designee appointed by the Stokes County Health Director.
- b. One member shall be a member of an Animal Advocacy Organization
- c. Three members at large, who are Stokes County residents living in separate geographic areas of Stokes County.

a. Terms of Appointment

In forming the Advisory Board, the Stokes County Board of County Commissioners shall appoint two of the non-county employee members to a term of one year and the remaining two non-county employee members to a two-year term. Thereafter, all non-county employee members shall be appointed for two-year terms.

b. Vacancies

If a vacancy occurs, the Stokes County Board of County Commissioners shall appoint someone to fill the unexpired term in accordance with the position designation and approved county appointment procedure.

A vacancy may be declared by the chair of the Advisory Board when any member misses two (2) consecutive regular meetings without notifying the Animal Control Director or the chair of the Advisory Board; or when a member resigns from said appointment.

c. Officers

The Health Director or the Health Director's designee shall be the chair of the advisory board. The chair shall assign one appointed member to keep the minutes of the meeting and all resolutions and recommendations.

d. Meetings

1. The Advisory Board will meet semiannually. The dates to be voted on by the board.
2. The board can be called to hear appeals on dangerous and/or potentially dangerous dog determinations when an appeal has been made.
3. The Board can be called for an emergency meeting upon request of the County Commissioners, County Manager, or Director of Animal Control.
4. All meetings of the Advisory Board shall be open to the public and the Advisory Board will give public notice of these meetings consistent with the provisions of the open meetings law.
5. A majority of the voting board members serving shall constitute a quorum.

6. The Advisory Board shall keep a written record of meetings, resolutions, recommendations, findings, etc... which shall be a public record.
7. In the absence of the chair, an acting chair shall be appointed by the board members present.

ARTICLE 4: Appeals

The Advisory Board shall hear any appeals regarding the determination of a dangerous or potentially dangerous dog by Stokes County Animal Control in accordance with N.C.G.S. 67-4.1.5(c), subject to the following provisions:

- a. The owner of a dog that has been declared dangerous or potentially dangerous pursuant to Article V, Section 3 of the Stokes County Animal Control Ordinance has the right to appeal the determination by filing a written objection, stating the grounds for appeal, with the Stokes County Animal Control Director within three business days of the receipt of the dangerous or potentially dangerous dog determination letter.
- b. Within ten business days of a duly filed written objection, the Advisory Board shall hold an appeal hearing. The appeal hearing shall be open to the public, and the person requesting the appeal may be represented by an attorney.
- c. The person requesting the appeal will be notified in writing of the decision of the Advisory Board within ten business days after the conclusion of the appeal hearing.
- d. Any appeal from the final decision of the Advisory Board shall be to Superior Court by filing a notice of appeal and petition for review within ten business days after the receipt of the final decision of the appellate board. This written notice must be served on the Animal Control Director as well as the Clerk of Superior Court.

Adopted by the Stokes County Board of Commissioners -



Board of County Commissioners

March 24, 2025

2:00 PM

Item number: VI.d.

Stokes County Fees and Charges Schedule

Contact: County Manager's Office

Summary:

Attached for review and consideration is the Stokes County Fees and Charges Schedule.

The departments included in the schedule currently have fee schedules of their own. However, creating a comprehensive fee schedule for the County allows for all fees and charges to be located in one place with uniformity for the public and employees to access. Having a comprehensive fee schedule also allows for an easier annual review of all fees and updates of those fees when needed on a yearly basis. After departments recently reviewed their fee schedules to make sure they were current, several departments have recommended increases in their fees: EMS, Environmental Health, the Fire Marshal's Office, and the Health Department. Each of the changes in these departments can be found redlined in the attached document along with the other current fees for all departments. The County Fees and Charges Schedule is being presented for approval with the recommended updates.

ATTACHMENTS:

Description	Upload Date	Type
Stokes County Fee Schedule	3/21/2025	Cover Memo



Stokes County Fees and Charges Schedule

Effective July 1, 2025

ANIMAL CONTROL/SHELTER FEE SCHEDULE

Adoption Fees:

Dogs/Puppies	\$175.00
Cats/Kittens	\$125.00

Surrender Fees:

Per animal	\$40.00
For three (if puppies or litter of kittens)	\$40.00

Other Fees/Services:

Quarantine Fee	\$15.00 per day
Boarding Fee	\$15.00 per day
Redemption Fees	\$25.00 plus boarding fees
Rabies Vaccination	\$10.00

COOPERATIVE EXTENSION FEE SCHEDULE

Soil Probe	No fee
Hay Probe	No fee
Hay Temp/Moisture Meter	\$5.00 per rental
Mobile Processing Unit	\$75.00 for up to four days
Cattle Scales	\$20.00 for up to three days
Meat Grinder/Butcher Kit	\$50.00 for up to three days
Cattle Panels	\$35.00 for up to three days
Plasticulture Equipment	\$25.00 per day
Programs	Varies depending on the program
Pressure Canner Testing	No fee

ELECTIONS FEE SCHEDULE

Filing fees are based on General Statute, 163-107, 163-291(3), 139-6, 163-108, 7A-101 (A) and 163-284

Data Fees:

Paper List	.03 per page
Mailing Labels	.35 per page
USB/CD	\$10.00 each

Candidate Filing Fees:

Municipal Officials	
Town of Danbury	\$5.00
City of King	\$5.00
Town of Walnut Cove	\$5.00
Soil and Water Conservation District Supervisor	\$5.00
Board of Education Member	1% of Salary
County Commissioner	1% of Salary
Clerk of Court	1% of Starting Salary
Register of Deeds	1% of Starting Salary
Sheriff	1% of Starting Salary
State Senate Member	1% of Annual Salary
State House of Representatives Member	1% of Annual Salary

Miscellaneous:

Expense Related to Conducting Municipal Election	Reimbursed by Municipality
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EMERGENCY MEDICAL SERVICES FEE SCHEDULE

HCPCS	CHARGE DESCRIPTION	CONTRACTOR/ CARRIER	MEDICARE ALLOWABLE	STOKES COUNTY'S CHARGE
A0425	Ground Mileage	11502	\$9.15 per mile	\$12.00 <u>\$14.00</u> per mile
A0426	ALS Non-Emergency	11502	\$323.78	\$475.00 <u>\$485.00</u>
<u>A0426</u>	<u>ALS Non-Emergency OOC</u>	<u>11502</u>	<u>\$323.78</u>	<u>\$607.00</u>
A0427	ALS Emergency	11502	\$512.66	\$600.00 <u>\$769.00</u>
<u>A0427</u>	<u>ALS Emergency OOC</u>	<u>11502</u>	<u>\$512.66</u>	<u>\$1,025.00</u>
A0428	BLS Non-Emergency	11502	\$269.82	\$350.00 <u>\$405.00</u>
<u>A0428</u>	<u>BLS Non-Emergency OOC</u>	<u>11502</u>	<u>\$269.82</u>	<u>\$540.00</u>
A0429	BLS Emergency	11502	\$431.71	\$500.00 <u>\$648.00</u>
<u>A0429</u>	<u>BLS Emergency OOC</u>	<u>11502</u>	<u>\$431.71</u>	<u>\$864.00</u>
A0430	Air Ambulance Fixed	11502	\$3,645.82	N/A
A0431	Air Ambulance Rotary	11502	\$4,238.82	N/A
A0432	Paramedic Intercept	11502	\$472.18	\$400.00 <u>\$708.00</u>
A0433	ALS 2 Emergency	11502	\$742.00	\$850.00 <u>\$1,113.00</u>
<u>A0433</u>	<u>ALS 2 Emergency OOC</u>	<u>11502</u>	<u>\$742.00</u>	<u>\$1,484.00</u>
A0434	Specialty Care Transport	11502	\$876.91	N/A
A0435	Fixed Wing Mileage	11502	\$10.75	N/A
A0436	Rotary Wing Mileage	11502	\$28.66	N/A
A0998	Treat No Transport			\$150.00 <u>\$200.00</u>
A0998	Critical Treatment No Transport			\$450.00
<u>36430</u>	<u>Blood Services</u>			<u>\$200.00</u>
	<u>BLS Treatment – No Transport After 3 Calls</u>			<u>\$100.00</u>
	Garnishment Fee			\$30.00

	Sheriff's Service Fee			\$30.00
	Service Fee			\$2.00
	Return Check Fee			\$30.00

ENVIRONMENTAL HEALTH FEE SCHEDULE

Residential Septic:

	Auger Improvement Permit (IP)	Construction Authorization (CA)
2 BR	\$225.00 150.00	\$175.00 125.00
3 BR	\$250.00 175.00	\$200.00 150.00
4 BR	\$275.00 200.00	\$260.00 175.00
5 BR	\$340.00 225.00	\$300.00 200.00
6 BR *	0.50/GAL	0.50/GAL
Backhoe Pit Option No Auger \$100.00		

Non-Residential/Commercial:

Improvement Permit (IP)	0.50 Per Gallon with 700 Max
Construction Authorization (CA)	0.50 Per Gallon with 700 Max

Engineered Option Permits:

Engineered Option or AOWE Permit Filing	\$35.00
LSS A3 IP Only	\$200.00 100.00
LSS (A5) CA or (A3/A5) IP/CA Combo	40% of Normal Cost total IP/CA Fee

Other WasteWater Fees:

Existing System Check	\$120.00 100.00
Expansion Improvement Permit	
Backhoe IP	\$150.00 100.00
Auger IP	\$200.00 150.00
MHP Existing System Check	\$125.00
Change in Use/Health Dept Release	\$50.00
Revisit	\$75.00
Redraw of IP/CA	\$45.00 35.00
Septic Repairs	\$0.00

Wells:

New	\$ 325.00 300.00
Repair	\$ 100.00 25.00
Abandonment	\$0.00
Variance Request	\$50.00

Water Samples:

Bacteria	\$28.90
Inorganic	\$73.00
Petroleum	\$74.00
Pesticide	\$74.00
VOC	\$74.00
Water Collection Fee	\$ 50.00 30.00

Food Service and Lodging Facilities:

New Food Service Plan Review	\$250.00
Food Service Remodel	\$100.00
Mobile Food Unit Plan Review	\$ 200.00 150.00
Pushcart Plan Review	\$ 150.00 100.00
Temporary Food Permit	\$75.00

Public Swimming Pools and Spas:

Annual Fee (Per Pool)	\$ 150.00 100.00
Public Swimming Pools Plan Review	\$250.00

Tattoos:

Annual Fee Per Artist	\$ 250.00 300.00
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FIRE MARSHAL FEE SCHEDULE

Construction Permit Fees:

Automatic Fire-Extinguishing Systems	\$100.00 N/A
Battery Systems	\$100.00
Compressed Gases	\$100.00
Cryogenic Fluids	\$100.00
Dry Chemical Extinguishing Systems	\$100.00
Emergency Responder Radio Coverage Systems	\$100.00
Fire Alarm and Detection Systems (and Related Equipment)	\$150.00 (Any Size)
Small Systems (less than 20 total devices)	\$75.00
Medium Systems (total of 20-50 devices connected)	\$100.00
Large Systems (total of 50-100 devices connected)	\$125.00
Extra Large Systems (more than 100 devices)	\$175.00
Fire Pumps (and Related Equipment)	\$150.00 75.00
Flammable and Combustible Liquids	\$100.00 See code
Gates and Barricades Across Fire Apparatus Access Roads	\$100.00
Hazardous Materials Installation	\$100.00
Industrial Ovens	\$100.00 50.00
Other Auto Extinguishing Systems	\$100.00
Private Fire Hydrants	\$100.00 50.00
Smoke Control or Smoke Exhaust Systems	\$100.00 50.00
Solar Photovoltaic Power Systems	\$100.00 50.00
Spraying or Dipping	\$100.00 50.00
Sprinkler System Installation	\$100.00 125.00
Standpipe Systems:	\$100.00 (Any Size)
Small Standpipe System Install (Systems with ten or less standpipe connections)	\$75.00
Large Standpipe System Install (Systems with more than ten standpipe connections)	\$100.00
Storage Tank Installation: Aboveground/Underground (per tank)	\$100.00 50.00
Storage Tank Removal: Aboveground/Underground (per tank)	\$100.00 50.00
Temporary Membrane Structures and Tents	\$100.00 50.00
Wet Chemical Extinguishing Systems	\$100.00

Other Inspection Fees:

System Renovation or Addition (When less than 25% altered)	\$50.00 35.00
All other required permits (Not listed above)	\$50.00 40.00
Rate for Non-Permitted Events (Construction-related services not applicable elsewhere)	\$30.00 50.00 per hour

Violation Fees:

Deliberate or Neglect Burning 1 st Violation 2 nd , 3 rd , etc.	Warning \$350.00 200.00 (Report to Air Quality)
Exits and Egress Ways (For each door locked or blocked) 1 st Violation 2 nd Violation 3 rd Violation	Warning \$250.00 200.00 \$500.00 400.00 (Power Pulled)
Failure to Submit required plans and obtain required permit	\$250.00 plus fee50.00
Fire and Life Safety System Not Maintained	\$150.00 per day50.00
General Violations of N.C. Fire Code (per item)	\$50.00 25.00
<u>Key Box Maintenance: Found with incorrect kys</u>	<u>\$100.00</u>
Overcrowding: Exceeding Occupant Load	\$200.00
Maintaining a Fire Hazard	\$100.00 50.00
Unauthorized Tampering	\$100.00 50.00
Unsafe Conditions	\$100.00 50.00

Operational Permit Fees:

Amusement Buildings (Mandatory)	\$100.00 50.00
Carnivals and Fairs (Mandatory)	\$100.00 50.00
Combustible Dust-Producing Operations (Mandatory)	\$100.00 50.00
Covered and Open Mall Buildings (Mandatory)	\$100.00 50.00
Exhibits and Trade Shows (Mandatory)	\$100.00 50.00
Explosives (Mandatory) <u>Initial 30-Day Permit</u> <u>Each 30-Day Extension up to 180 Days</u>	\$50.00 <u>\$200.00</u> <u>\$50.00</u>
Flammable and Combustible Liquids (Mandatory)	\$150.00 50.00
Fumigation and Insecticidal Fogging (Mandatory)	\$100.00 50.00
Liquid-or Gas-Fueled Vehicles or Equipment in Assembly Buildings (Mandatory)	\$100.00 50.00
Private Fire Hydrants (Mandatory)	\$100.00 50.00
Pyrotechnic Special Effects Materials (Mandatory) <u>Sale of Fireworks</u> <u>Conduct Fireworks Display, Outdoors</u> <u>Conduct Fireworks Display, Indoors</u> <u>Display Pyrotechnic Special Effects Outdoors</u>	\$50.00 <u>\$100.00</u> <u>\$150.00</u> <u>\$250.00</u> <u>\$150.00</u>
Spraying or Dipping (Mandatory)	\$100.00 50.00
Temporary Membrane Structures and Tents	\$100.00 50.00

Temporary Sleeping Units for Disaster Relief Workers (Mandatory)	\$100.00 50.00
Aerosol Products	\$100.00 50.00
Aviation Facilities	\$100.00 50.00
Cellulose Nitrate Film	\$100.00 50.00
Compressed Gases	\$100.00 50.00
Cryogenic Fluids	\$100.00 50.00
Dry Cleaning	\$100.00 50.00
Hazardous Materials	\$100.00 50.00
HPM Facilities	\$100.00 50.00
High-Piled Storage	\$100.00 50.00
Pyroxylin Plastics	\$100.00 50.00
Storage of Scrap Tires and Tire Byproducts	\$100.00 50.00

Service Fees:

Fire Reports	\$20.00
ALE License Inspection	\$100.00 50.00
Hazardous Materials Response Each County employee utilized on scene	\$50 30.00 per hour
Bomb Scare Response Each employee on scene Each additional County vehicle that responded	\$50.00 30.00 per hour \$75.00 40.00 each
Digital Images 8x10 Color Image (Limit three per event) Smaller Color Image (Limit three per event) 8x10 B&W Laser Prints (Limit five per event)	\$5.00 each \$3.00 each \$1.50 each
Other Professional Service Work	\$50.00 30.00
Disaster Preparedness and Response (DRP Assets)	\$30.00 Regular Rate per employee \$40.00 for Overtime

Plan Review:

New Construction Plan Review 0-5,000 Square Foot 5,001-15,000 Square Foot 15,001-45,000 Square Foot 45,001 and above	\$150.00 \$50.00 \$75.00 \$100.00 \$150.00
Existing Construction Plan Review	\$150.00 50.00
Sprinkler Plans	Price included in permit \$100.00

Fire Alarm Service Plans	\$100.00 Price included in permit
Fire Extinguisher System Plans	\$100.00 Price included in permit
Storage Tank Plans	\$75.00 50.00
Performance Testing – (No plans)	\$75.00 50.00
Other Plan Review	\$75.00 50.00
Third and Subsequent Submission of Plans for Review	\$150.00 per submission
Any Work Performed Without a Permit	\$250.00 fine plus cost of permit
Lift an Issued Stop Work Order	\$100.00

Inspections Fees:

Annual/ Initial Inspection	\$0.00
First re-inspection for non-compliance (if corrections are made)	\$0.00 50.00 plus \$50.00 fine per violation not abated
Fire-Second re-inspection for non-compliance (if corrections are not made)	\$100.00 plus \$50.00 fine per violation not abated50.00
Second-Third and subsequent re-inspections for non-compliance (plus \$25.00 per violation not corrected)	\$250.00 plus \$50.00 fine per violation not abated100.00
Initial Inspection for New Daycare & Nursing Home License	\$100.00
Exempt from Fire Inspection Fee: Churches Public Schools (This does not include private schools or church schools) County, City, State, Federal owned buildings Emergency Services Organizations (Fire, Rescue, EMS Stations) Senior Center, Community Centers, Non-Profit Organizations Stokes County DSS Licensed Foster Homes *While the above classifications are exempt from fire inspection fees, they are not exempt from fines.	

HEALTH DEPARTMENT CLINIC FEE SCHEDULE

Immunizations:

DT (Pediatric)	\$35.00
DTAP - Infanrix	\$20.00 40.00
DTAP-Hep B-IPV-Pedarix	\$65.00 90.00
Rabies Vaccine - Imovax	\$364.12 380.00
Hepatitis A (Children Only) - Vaqta	\$65.00 41.00
Hepatitis A (Adults Only) - Vaqta	\$60.00 41.00
Hepatitis B (0-19) Recombivax Peds	\$40.00 30.00
Hepatitis B (20 & Older) - Engerix B	\$65.00 75.00
HIB - Pedvax HIB PRP - OMP	\$45.00 22.00
HPV - Gardasil	\$335.00 152.00
IPV - Polio	\$45.00 30.00
Meningococcal Conjugate, IM - Menquadfi	\$150.00 111.00
MMR - Measles Mumps Rubella	\$100.00 66.00
Prevnar Children Only	\$245.00 125.00
Prevnar Adults Over 50	\$245.00 162.00
Rotavirus - Rotateq oral	\$115.00 90.00
TD (Adult Tetanus) - Tenivac	\$45.00 35.00
TDAP - Adacel	\$60.00 35.00
TWINRIX - Hep A & B	\$125.00 116.00
Varivax - Varicella	\$180.00 114.00
Trumenba (Men B)	\$200.00 140.00
Covid-19 Vaccine	\$145.00 115.64
Injectable Administration (1 vaccine)	\$25.00 20.00
Injectable Administration (2 or more) x__Units	\$20.00 10.00
Injectable Administration (Covid-19 Vaccine Only)	\$65.00
Intranasal/Oral Admn. (No other vaccine on same day)	\$20.00
Intranasal/Oral Adm. (with any other vaccine on same day)	\$10.00
Administration - Flu (Medicare)	\$25.00 20.00
Administration - Hepatitis B (Medicare)	\$25.00 20.00
Administration - Pneumona (Medicare)	\$25.00 20.00

Flat Rate Exams:

Sport/Camp Physical/Special Olympics	\$25.00
College/BLET Exam	\$50.00
Daycare Exam (Child)	\$25.00

Daycare Employee Exam	\$15.00
Head Start/Kindergarten Exam	\$25.00
DOT Physical	\$125.00
Employment Exam	\$50.00
Missionary Trip	\$50.00
Foster Exam	\$15.00
County Employee Exam	\$50.00

Office Visit:

Minimal Nurse (Est. Pt.)	\$50.00 43.00
Problem Focused (New Pt.)	\$88.00
Problem Focused (Est. Pt.)	\$88.00
Exp. Problem Focus (New Pt.)	\$153.00
Exp. Problem Focus (Est. Pt.)	\$150.00
Detailed (New Pt.)	\$222.00
Detailed (Est. Pt.)	\$225.00
Comprehensive (New Pt.)	\$346.00
Comprehensive (Est. Pt.)	\$250.00
Comp/High Severity (New Pt.)	\$435.00

Well Check-Up:

Age: 0-1 (New Pt.)	\$260.00
Age: 0-1 (Est. Pt.)	\$228.00
Age: 1-4 (New Pt.)	\$280.00
Age: 1-4 (Est. Pt.)	\$247.00
Age: 5-11 (New Pt.)	\$280.00
Age: 5-11 (Est. Pt.)	\$247.00
Age: 12-17 (New Pt.)	\$245.00
Age: 12-17 (Est. Pt.)	\$213.00
Age: 18-39 (New Pt.)	\$245.00
Age: 18-39 (Est. Pt.)	\$214.00
Age: 40-64 (New Pt.)	\$287.00
Age: 40-64 (Est. Pt.)	\$234.00
Age: 65 & Older (New Pt.)	\$316.00
Age: 65 & Older (Est. Pt.)	\$267.00

Family Planning:

Depo Provera x150/1unit	\$40.00 3.17
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Insertion of IUD	\$163.00
Kyleena	N/A
Mirena IUD (FP MOD)	\$450.00 249.00
Nexplanon 68 mg implant (FP MOD)	\$700.00
Nexplanon Insertion	\$150.00
Nexplanon Removal	\$175.00
Nexplanon Removal w/ Reinsertion	\$275.00
Paragard IUD (FP MOD)	\$400.00
Plan B/Ella	\$19.01
Removal of IUD	\$125.00
Skyla	\$750.00 428.00

Medications:

Albuterol x____ Units	\$4.00
Azithromycin 1mg x____ Units	\$30.00
Benedryl up to 50 mg x____ Units	\$10.00 2.00
Bicillin (100000 units) x____ Units	\$4.00
Clonidine 0.1 mg x____ Units	\$0.10
Depo Medrol 40mg x____ Units	\$6.00
Depo Medrol 80mg x____ Units	\$10.00
Duonebs x____ Units	\$2.00
Ipratropium Bromid x____ Units	\$4.00
Metronidazole 500mg x____ Units	\$2.00 0.90
Phenergan up to 12.5mg x____ Units	\$5.00
Rocephin 250mg x____ Units	\$3.00
Toradol 15mg x____ Units	\$4.00 2.00

Screening:

Annual Wellness - Initial - Medicare	\$160.00
Annual Wellness - Subseqt - Medicare	\$125.00
Initial Exam-New Benf.-1st 12 months - Medicare	\$160.00
Visit Complexity/Add on- Medicare	\$22.00
Alcohol & Substance Abuse Counseling 15-30 Mins.	\$35.00
Annual Depression Screening (Medicare)	\$18.00
Alcohol & Substance Abuse Counseling 30+ Mins.	\$65.00
Brief Emotional or Behavioral Assessment	\$6.00 5.00
Caregiver Focused Risk Assessment	\$7.00 4.00
Dental Varnish	\$45.00 40.00
Dental Varnish (fluoride) x____ U	\$26.00 20.00
Developmental Screening (ASQ)	\$15.00

Hearing Test	\$23.00
Preventive Medicine Counseling	\$100.00
Pt. Focused Risk Assessment	\$5.00 4.00
Tobacco Cessation Counseling 10+ Mins.	\$25.00
Tobacco Cessation Counseling 3-10 Mins.	\$13.00
Vision Screening	\$5.00

Procedures:

Destruction of Lesion (1)	\$60.00
Destruction of Lesion (2-14) <i>Each</i>	\$6.00
Destruction of Penile Lesion	\$140.00 135.00
Destruction of Vulva Lesion	\$160.00 156.00
Diabetes Foot Exam	--
Ear Irrigation	\$58.00
EKG	\$32.00
Endometrial Biopsy	\$85.88
I&D of Abscess; muliple, complex	\$150.00 138.00
I&D of Abscess; simple of single	\$100.00 81.00
I&D of Hematoma or Seroma	\$144.00
Nebulizer Treatment	\$15.00 12.00
Peak Flow Meter	\$5.00
Pulse Ox	\$5.00
Removal of Nail Plate	\$102.00
Respiratory Care (Instructions)	\$16.00
Skin Tag Removal (1-15)	\$70.00 60.00
Skin Tage Removal (16-25)	\$14.00
Wedge Skin & Excision Nail Fold	\$93.00
Wound Care	\$12.00

In-House Laboratory Tests:

Blood Glucose (QW MOD)	\$12.00
Borrelia (State Lab)	--
Capillary Puncture	\$5.00
Chlamydia	--
Flu Swab	\$28.00
Flu-SARS (QW MOD)	\$142.65
GC Culture	--
GC/CT Amplification	--
HCV-State-No Pay	--
Hemocult	\$5.00

Herpes HSV Culture (State Lab)	--
Hgb (QW MOD)	\$13.00
HIV (QW MOD) State Lab	--
Lead Done (QW MOD)	\$17.00
Pregnancy Test (Urine)	\$22.00
Rapid Strep A (QW MOD)	\$28.00
Redwood/Abbott UDS	\$50.00
Rickettsia (State Lab)	--
RPR (State Lab)	--
RSV Test (QW MOD)	\$23.00
SARS Rapid Test	\$52.00
Serum and Drug Screens	\$50.00
Specimen Collection - SARS	\$25.00
Urinalysis Without Micro	\$8.00
Urine Drug Screen - 14 - POCT	\$10.00
Wet Mount (QW MOD)	\$13.00
Venipuncture	\$11.00

PLANNING AND INSPECTIONS FEE SCHEDULE

Residential:

	Building	Electrical	Plumbing	Mechanical	Gas Appliances
New Single-Family Dwelling (SFD)	.25	.125	.125	.125	See fee schedule
Additions	.25	.125	.125	.125	See fee schedule
Alterations	.15	.10	.10	.10	See fee schedule
Townhomes	.25	.125	.125	.125	See fee schedule
Duplex Units (per Sq Ft.)	.25	.125	.125	.125	See fee schedule
Apartments (first unit)	.25	.125	.125	.125	See fee schedule
Apartments – Each additional unit	.125	.6	.6	.6	See fee schedule
Small Footprint Home (Tiny Homes) <i>If over 400 Sq ft. – see above fees for SFD.</i>	\$100.00	\$60.00	\$60.00	\$60.00	See fee schedule

*Alterations and additions minimum: \$100.00 for building and \$60.00 per trade. Unheated space such as attics for possible future use and basements: 0.10 per square foot.

Commercial (New Construction and Modular Type Construction):

	Building	Electrical	Plumbing	Mechanical
Assembly				
0 to 5,000 Sq ft.	.18	.075	.075	.075
5,001 to 20,000 Sq ft.	.10	.055	.055	.055
20,001 Sq ft. and up	.075	.035	.035	.035
Business				
0 to 15,000 Sq ft.	.18	.06	.06	.06
15,001 to 35,000 Sq ft.	.145	.04	.04	.04
35,001 Sq ft. and up	.10	.03	.03	.03
Educational				
0 to 5,000 Sq ft.	.15	.05	.05	.05
5,001 to 10,000 Sq ft.	.11	.04	.04	.04
10,001 Sq ft. and up	.07	.03	.03	.03
Factory/Industrial				

0 to 15,000 Sq ft.	.19	.05	.05	.05
15,001 to 30,000 Sq ft.	.125	.04	.04	.04
30,001 Sq ft. and up	.055	.03	.03	.03
Hazardous				
0 to 20,000 Sq ft.	.20	.06	.06	.06
20,001 Sq ft. and up	.125	.04	.04	.04
Institutional				
0 to 15,000 Sq ft.	.19	.06	.06	.06
15,001 to 30,000 Sq ft.	.125	.05	.04	.04
30,001 Sq ft. and up	.055	.04	.03	.03
Mercantile				
0 to 15,000 Sq ft.	.175	.05	.05	.05
15,001 to 40,000 Sq ft.	.14	.04	.04	.05
40,001 Sq ft. and up	.10	.03	.03	.03
Residential (Hotels/Motels)				
First 16 Units (Per Sq ft.)	.15	.075	.075	.075
17-32 Units (Per Sq ft.)	.125	.055	.055	.055
33 Units and Up (/Sq. ft)	.08	.03	.03	.03
Storage (Per Sq. ft)	.125	.05	.05	.05
Utility (Per Sq. ft)	.17	.075	.075	.075
*Picnic Shelter, Retaining walls, etc.				

Commercial (Repairs/Renovations/Replacements/Upfits):

Building	.17 per Sq ft.
Electrical	.12 per Sq ft.
Plumbing	.12 per Sq ft.
Mechanical	.12 per Sq ft.

*Minimum Fee for each: \$60.00

Manufactured Housings:

Singlewide	\$240.00
Multisection:	
Doublewide	\$480.00
Triplewide	\$600.00
Modular Homes	Based on square footage for SFD
In addition to above fee, there is a \$60.00 Zoning Fee.	
For Singlewides and multisections: Additional \$60.00 for decks of 6x6 (36 Sq ft.) or greater.	
For Modular Homes: Minimum \$60.00 for decks. Anything greater than 350 Sq. ft is .125 per Sq. ft.	

*Unheated space (basements, attics, bonus room) for possible future use is \$.15 per Sq. ft.

Electrical Service Change:

125 amp or less	\$60.00
200 amp	\$80.00
400 amp	\$100.00
600 amp	\$120.00
800 amp	\$140.00

Mechanical Change Out:

Minimum Charge	\$60.00
Per each 2.5 Kw	\$10.00
Per 0.5 ton	\$10.00
Per each 10,000 Btu	\$10.00

Miscellaneous Permits and Fees:

ABC License	\$125.00 (and add zoning)
Commercial Building Evaluation	\$125.00
Commercial Mechanical (Chillers/roof top units/etc.)	\$10.00 per ton up to 25 tons \$2.50 for every ton after
Commercial Mechanical Hoods	\$100.00 (includes all rated shafts or heat wrap)
Commercial Solar Panels (includes ditches, inverters and transformers, panel frame construction) First 1,000 Sq ft. Each additional 500 Sq. ft.	\$625.00 \$325.00
Day-Care, Adult Day-Care, Family Group Home Inspections	\$150.00
Decks/Covered Porches	Minimum Fee: \$60.00 or .175 per Sq ft. whichever is greater after 350 Sq ft.
Demolition Permit Commercial Residential	\$90.00 \$60.00
Detached Storage Building	\$0.15 per Sq ft. (Minimum \$60.00)
Electric Vehicle (EV) Charging Station for SFD	\$60.00
Gas Appliances (Gas logs, furnace, stove top, range, grills, hot water tanks, etc.) First Appliance Each Additional Appliance	\$60.00 \$15.00
Gas Pumps First Pump	\$60.00

Each Additional Pump	\$45.00 (plus electrical and plumbing)
Generators Commercial	\$225.00 Add \$60.00 for Plan Review and \$60.00 for LP/Natural Gas/Diesel Fuel (see fee schedule for electrical)
Residential	\$125.00 Add \$60.00 for electrical and \$60.00 for LP/Natural Gas
Hot Water Tanks Tankless Heaters and Storage Tanks	\$60.00 for gas/electrical and \$60.00 for plumbing
Straight Change Out (gas or electrical)	\$60.00
Minimum Inspections	\$60.00
Mini-Splits HVAC First Unit	\$60.00
Each Additional Unit	\$15.00 *\$60.00 electrical fee
Office Trailer	\$150.00
Pools Above Ground Pools	\$150.00 plus \$60.00 electrical Any decks \$60.00 up to 350 Sq ft. or .175 per Sq ft. (whichever is greater)
Below Ground Pools	\$250.00 plus \$60.00 electrical
Recreational Vehicles (for construction purposes residential SFD) First 18 Months	\$500.00
Additional 6 Months (if approved)	\$250.00
Refrigeration First Unit	\$65.00
Each Additional Unit	\$35.00 *\$60.00 minimum electrical fee
Reinspection Fees First Failure	\$50.00
Each Additional Failure	\$75.00
Re-roof (both commercial and residential)	\$0.025 per Sq ft.
Signs Ground (On premises)	\$75.00
Ground (Off premises)	\$125.00
Panel Change Outs First Sign	\$65.00

Each Additional Special Event Signs	\$20.00
First Sign	\$20.00
Any Additional Sign	\$40.00
Wall/Roof/Projecting	
First Sign	\$250.00
Any Additional Sign	\$40.00
Solar Panels	
Residential Ground Mounted Panels	\$425.00 (per array)
Residential Roof Mounted Panels	\$500.00
Stocking Fee (for Commercial Buildings)	\$125.00
Storage Tanks	
First Tank	\$60.00
Each Additional Tank	\$45.00
	*If electrical - \$60.00
Temporary Certificate of Occupancy	
Commercial	\$125.00
Residential	\$60.00
Temp Saw Service	
Commercial	\$100.00
Residential	\$60.00
Wall Generator Batteries	\$70.00 per unit

Plan Review:

Under 4,000 Sq ft.	\$125.00
4,001 to 15,000 Sq ft.	\$250.00
15,001 to 40,000 Sq ft.	\$325.00
Over 40,000 Sq ft.	\$800.00
Condos/Apartments	\$500.00
Townhomes	\$65.00 per unit
Solar Farms	\$800.00
Residential Solar Panels	\$60.00

Administrative Fees:

Zoning Permits, Permit Amendments and Addendums	\$60.00
Inspector Consultation	\$60.00
Each Resubmittal Site Plan	\$60.00
Special Inspections (After Hours)	
First Hour	\$200.00 minimum
Each Additional Hour	\$100.00

Tech Fee (per permit)	\$2.50 for each permit
Printing Fee	\$0.25 per page

REGISTER OF DEEDS FEE SCHEDULE

General Documents:

First Page through Page 15	\$26.00
Each Additional Page	\$4.00
Each Additional Name in Excess of 20	\$2.00

Deeds of Trust and Mortgages:

First Page through Page 35	\$64.00
Each Additional Page	\$4.00
Each Additional Name in Excess of 20	\$2.00
Additional (multi-instrument)	\$10.00

Plats:

First Page (G.S. 61-10)	\$21.00
Each Additional Page	\$21.00
Each Additional Name in Excess of 20	\$2.00
Certified Copy (per first page)	\$5.00

Highway Maps:

First Page	\$21.00
Two Plus Pages	\$5.00
Certified Copy (per first page)	\$5.00

Marriage Licenses:

License	\$60.00
Corrections	\$10.00

Notary:

Notary Oath	\$10.00
Verification of Commission	\$3.00

Vital Records (Certified):

Certified Birth, Death, or Marriage Records	\$10.00 Each
Amendments to Death and Birth Records	\$20.00
Delayed Birth Certificate	\$20.00
Certified Birth Issued in EBRs	\$24.00
Additional Certified Birth Issued in EBRs	\$15.00
Certified Death Issued in NC DAVE	\$24.00
Legitimation	\$20.00

Uniform Commercial Code:

Initial, Corrections, Amendments, and Terminations	
1-2 Pages	\$38.00
3-10 Pages	\$45.00
Over 10 Pages	\$45.00 + \$2.00 each additional page

Uncertified Copies:

Plats (18" x 24")	\$2.00 per page
Plats via Mail	\$3.00 per page
Copies	\$0.25

Certified Copies:

First Page	\$5.00
Each Additional Page	\$2.00

Excise Tax Stamps:

\$2.00 per thousand

SHERIFF'S OFFICE FEE SCHEDULE

Concealed Weapon Permit	\$45.00
Concealed Weapon Permit Renewal	\$35.00
Fingerprints	\$5.00
Sheriff Commission	5% on first \$500.00
	2.5% on anything over \$500.00
DV Weapon Storage	
Administrative Fee	\$20.00
Long Guns	\$5.00 per month
Handguns	\$3.00 per month
Ammunition	\$3.00 per month
Vehicle Storage Fees	
Administrative Fee	\$100.00
Storage Fee	\$25.00 per day
Inmate Housing	
SMCP	\$40.00 per day
Non-SMCP	\$55.00 per day

SOCIAL SERVICES FEE SCHEDULE

Adoption Services:

Pre-Placement Assessment	\$1,000.00
Pre-Placement Assessment Update	\$350.00
Report to the Court (for children not in DSS custody)	\$200.00
Report to the Court (for each additional child)	\$50.00
Services to Adult Adoptees Up to one hour Beyond one hour	No Charge \$25.00 per hour
Post Adoption Services (for family and/or child)	\$25.00 per hour

SOIL AND WATER FEE SCHEDULE

No-Till Seed Drill Rental	\$10.00 per acre (minimum rental: \$50.00)
No-Till Seed Drill Rental – Late Return	\$25.00 per day
No-Till Seed Drill Rental – Hitch Pin (Lost or Destroyed)	\$25.00
No-Till Seed Drill Rental – Equipment Damaged	\$50.00 Minimum or Cost of Repair

SOLID WASTE FEE SCHEDULE

Construction and Debris Residential Minimum (Transfer Station)	\$6.00
Construction and Debris Residential (per Ton)	\$60.00
Construction and Debris Commercial (per Ton)	\$79.00
Household Garbage	No Charge
Over 200 lb. minimum	\$6.00
Each additional 100 lbs. over 200 lbs.	\$3.00
Household Garbage (Over 200 lb. minimum)	\$6.00
NC DOT Roadside Collections, Debris	No Charge
All Recycling that includes scrap tires, oil and oil filters, white goods, plastic, metal, glass, televisions, computers, and other electronics.	No Charge

TAX OFFICE FEE SCHEDULE

Copy/Personal Fax (over 10 pages)	\$0.25 per copy
Document Scan to CD	\$25.00
Black and White Map Copy 8.5 x 11	\$1.00
Color Map Copy 8.5 x 11	\$2.00
Color Map Copy 18 x 24	\$6.00
Black and White Map Copy 18 x 24	\$3.00
Color Custom Map (up to 36")	\$20.00
Returned Check Fee	\$25.00 or 10% of the amount (whichever is greater)
Black and White Plat Copy 18 x 24	\$2.00
Tax Lien Advertisement	\$7.50
Garnishment to Employer	\$30.00
Garnishment to Taxpayer	\$30.00

DANBURY WATER AND SEWER RATES AND FEES

Water Rates:

Basic Monthly Service Fee: Includes up to 3,000 gallons usage	\$32.00
Availability Fee	\$16.00
Residential/Small Business	\$8.25 per 1,000 gallons used
Hospital	\$8.50 per 1,000 gallons used
Institutional/Industrial	\$25.87 per 1,000 gallons used
Non-User (Sale of Water)	\$50.00 per day Base charge + \$6.75 per 1,000 gallons used

Water Tap and Meter Fees:

Tap Size	Tap Fee	Meter Fee
¾" Tap	\$2,500.00	Included
1" Tap	Cost + 20%	Included
2" Tap	Cost + 20%	Included
3" Tap	Cost + 20%	Included
4" Tap	Cost + 20%	Included
6" Tap	Cost + 20%	Included

*Note a cost recovery fee may be applicable, depending on location. Where the County's cost exceeds these tap fees, the charge will be based on actual cost plus 20%.

Sewer Rates:

Basic Monthly Service Fee: Includes up to 3,000 gallons usage	\$20.00
Availability Fee	\$16.00
Residential/Small Business	\$7.00 per 1,000 gallons used
Hospital	\$7.70 per 1,000 gallons used
Institutional/Industrial	\$25.87 per 1,000 gallons used

Sewer Tap Fees:

Tap Size	Tap Fee
4" Tap	\$1,500.00
Larger than 4"	Cost + 20%

*Note a cost recovery fee may be applicable, depending on location. Where the County's cost exceeds these tap fees, the charge will be based on actual cost plus 20%.

Other Fees:

*Deposit Owner	\$75.00
*Deposit Renter	\$150.00
*Reconnection Fee	\$50.00
Unauthorized Tap	\$2,000.00
*Fee applies to water or sewer, not both.	



Board of County Commissioners

March 24, 2025

2:00 PM

Item number: VII.a.

Parks and Recreation Steering Committee Appointments

Contact: Tory Mabe, Tourism and Marketing Coordinator

Summary:

Stokes County Economic Development has been working with the Piedmont Triad Regional Council to kick off a Parks and Recreation Master Plan project, which was funded in the current fiscal year budget. Contracts have been signed and the process is moving along this year to gather community input, conduct community surveys, and have several in-person meetings in each incorporated area and one in the county. Meetings will be conducted to gather first-hand information from residents as to what they would like to see offered as Parks and Recreation services in Stokes County.

The Parks and Recreation Master plan will be an important guideline document outlaying steps to implement new services, a timeline on when needed upgrades may be necessary at the current County-owned Park properties, among other important details of what Parks and Recreation could look like in Stokes County over the next 5-10 years.

The PTRC suggests that we form a local Stokes County Steering Committee for this project, the committee doesn't have to include all residents; it could include members of professional organizations who have an interest in Parks and Recreation such as the Dan River Basin Association who may like to appoint a representative that doesn't live in Stokes County. It is the recommendation of the Economic Development Department to include someone from each township or postal code area of Stokes County. Representatives from the necessary County departments who will be assisting with management of County Parks and Recreation facilities should also be included (Ex. Public Works and Tourism/Economic Development). The steering committee would help to lead community interest meetings, form the survey that would be sent out to residents, and collect or collaborate over information gathered at in person community meetings. The committee would meet as needed or scheduled and would collaborate with County Staff and PTRC planners on the development of a final Master Plan.

At the February 10th Board of Commissioners meeting, the "Parks and Recreation Steering Committee" was created. The committee will be made up of community members and two members from the County. From the received appointment applications, nominations of members could be selected from around the county with recommendations of being from different areas. Eleven individuals have applied to serve on the committee for public community members. The below individuals have applied to serve on the steering committee and their applications are attached:

- Randy Ingram

- Derek Edwards
- Adam Rutledge
- Randy Honeycutt
- Kathryn Converse
- Anna Wheeler
- Bart Stone
- Kim Schott-Schwiegeraht
- Marcie Privetts
- Sid Wise
- Jae Furman
- Tory Mabe - County Representative
- Stewart Easter - County Representative

The Board of Commissioners nominated the above individuals to serve on the steering committee.

ATTACHMENTS:

Description	Upload Date	Type
Randy Ingram Application	3/7/2025	Cover Memo
Derek Edwards Application	3/7/2025	Cover Memo
Adam Rutledge Applicaton	3/7/2025	Cover Memo
Adam Rutledge Resume	3/7/2025	Cover Memo
Randy Honeycutt Application	3/7/2025	Cover Memo
Randy Honeycutt Resume	3/7/2025	Cover Memo
Kathryn Converse Application	3/7/2025	Cover Memo
Anna Wheeler Application	3/7/2025	Cover Memo
Bart Stone Application	3/7/2025	Cover Memo
Kim Schott-Schwiegeraht Application	3/7/2025	Cover Memo
Marcella Privetts Application	3/7/2025	Cover Memo
Sid Wise Application and Background	3/7/2025	Cover Memo
Jae Furman Application	3/7/2025	Cover Memo



STOKES COUNTY APPOINTMENT APPLICATION

NAME: Randy Dean Ingram

AGE: 68

ADDRESS: 1064 Sportsmans Dr

CITY: King

STATE: NC

ZIP: 27021

E-MAIL: randyingram6276@gmail.com

PHONE: 3368175750

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Parks and Recreation Steering Committee

Comments: Please note why you are interested in serving on this committee.

Former Director of Stokes County Recreation Department (1980-1998)

City of Winston Salem Recreation and Parks Recreation Center Supervisor (2010-2022)

Interim Recreation and Parks Director for Town of Pilot Mountain (2022-2023)

Thirty-eight year member of NC Recreation and Parks Association

Well versed in Parks and Recreation Trust Fund (PARTF) Grant Application process, Land and Water

Conservation Fund (LWCF) Grant Application process, and Creating Recreation and Parks Master Plans.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

**IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Thank you for the opportunity to assist with this important work in planning for Stokes Counties service to its citizens
through planning and improvement of the Parks and Recreational facilities throughout the County.

I believe through my work in Stokes County; both in banking and the Y I have built relationships that help understand
the importance of service to all area's of our county and the ability to listen and learn from all to build a better understanding of needs and opportunities.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

No conflicts noted. I am currently a resident of Rural Hall, NC –however I am a 34 year resident of Stokes County and with my work at the Stokes Family YMCA I am in Stokes County more than I'm at home.

**** Reference List: Jeffrey Sanborn, Rick Morris, Sonya Cox, Tory Mabe, Amber Brown**

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APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

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Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

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Email: anbrown@co.stokes.nc.us



AR

ADAM RUTLEDGE

(336) 414-7886

ADAMRUTLEDGE5315@GMAIL.COM

1089 BERRY FARM RD. MADISON, NC 27025

PROFESSIONAL SUMMARY

Hardworking Breeder Manager focused on completing work quickly to consistently exceed targets. Reliable team member accustomed to taking on challenging tasks. Dedicated to business success.

SKILLS

Teamwork

Networking

Problem-solving

Collaboration

Verbal communication

Research

EXPERIENCE

Breeder Manager (Area Manager), Mountaire Farms

November 2021-Present

Responsible for supervising, directing and developing flock supervisors and producers throughout our area. This is inclusive of managing Contractor growers of flocks, ensuring an adequate care and performance of each flock by established SOP's. Responsibilities also include providing feedback to management and Company Technical team to maintain the most effective programs for overall breeder performance. Additional responsibilities include being a liaison between contract producers our team and the company. This requires effectively communicating and listening skills.

Breeder Manager, Mountaire Farms,

April 2021 – Oct 2021 , Statesville, NC

Responsible for supervising, directing and developing Flock Health Coordinator to insure successful implementation of Company's vaccination and serology monitoring program. This is inclusive of managing Contractor performing vaccination of flocks, ensuring an adequate inventory of all vaccines is maintained, stored, handled and administered in compliance with established SOP's. Responsibilities also include providing feedback to Company Technical team to maintain the most effective program for overall breeder and broiler flock health. Additional responsibilities include oversight of new poultry house construction, as well as upgrades/retrofits to

existing housing. This requires effectively communicating with representatives of lending institutions, housing prospects and Contractors constructing and equipping poultry houses. Maintaining and scheduling an adequate supply of new litter to poultry farms is also a responsibility of this position. Recently added the role of weekly scheduling of all birds that are moved each day.

Flock Health and Housing Supervisor, Mountaire Farms,

Nov 2017 - April 2021, Statesville, NC

Responsible for supervising, directing and developing Flock Health Coordinator to insure successful implementation of Company's vaccination and serology monitoring program. This is inclusive of managing Contractor performing vaccination of flocks, ensuring an adequate inventory of all vaccines is maintained, stored, handled and administered in compliance with established SOP's. Responsibilities also include providing feedback to Company Technical team to maintain the most effective program for overall breeder and broiler flock health. Additional responsibilities include oversight of new poultry house construction, as well as upgrades/retrofits to existing housing. This requires effectively communicating with representatives of lending institutions, housing prospects and Contractors constructing and equipping poultry houses. Maintaining and scheduling an adequate supply of new litter to poultry farms is also a responsibility of this position.

Housing Coordinator, Mountaire Farms, Aug 2013 - Nov 2017,

Statesville, NC

Overseen new poultry house construction, as well as upgrades/retrofits to existing housing. This requires effectively communicating with representatives of lending institutions, housing

prospects and contractors constructing and equipping poultry houses.

Broiler Flock Supervisor, Wayne Farms, Dec 2012 - Aug 2013,
Dobson, NC

A liaison between broiler producers and Wayne Farms. Ensuring that flocks placed on contract producer sites are given proper care while maintaining current animal welfare and industry accepted poultry husbandry practices. Manage established company programs on contract grower farms to ensure top performance in relation to industry comparative standards.

Breeder Flock Supervisor, Mountaire Farms, Jan 2010 - Dec 2012,
Statesville, NC

A liaison between pullet and breeder producers and Mountaire Farms. Ensuring that flocks placed on contract producer sites are given proper care while maintaining current animal welfare and industry accepted poultry husbandry practices. Manage established company programs on contract grower farms to ensure top performance in relation to industry comparative standards.

EDUCATION

Bachelor of Science, Poultry Science – Dec 2008

North Carolina State University - Raleigh, NC

High School Diploma – Jun 2003

South Stokes High School - Walnut Cove, NC

REFERENCES

Keith Gore (336) 407-8301

Sam Bowman (336) 552-0880

Ted Larsen (918) 304-9640



STOKES COUNTY APPOINTMENT APPLICATION

NAME: Randy Honeycutt AGE: 47

ADDRESS: 1290 NC 772 Hwy

CITY: Pine Hall STATE: NC ZIP: 27042

E-MAIL: randyhoneycutt@mac.com PHONE: (336) 453-4101

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Stokes County Parks & Rec Steering Committee

Comments: Please note why you are interested in serving on this committee.

Stokes County, with its breathtaking natural beauty and serene atmosphere, offers a unique glimpse into rural Americana. While it may not be suitable for everyone, it's essential to provide everyone with the chance to experience this tranquil environment firsthand. By developing parks, we ensure that this opportunity remains accessible to future generations. Beyond its aesthetic appeal, parks serve as vital economic drivers, fostering job creation and contributing to the county's

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

None that I am aware of at this time.

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Email: anbrown@co.stokes.nc.us



Being a Product Manager for Duke Energy Residential Customers empowers me to fuse project management to the development of products, systems, processes, and operations by reaching into over 20 years of industrial experiences, 17 at Duke Energy. Blending together discovery, ideation and implementation to develop new products and services.

Each experience served as building blocks in an industry that has broadened my diverse development. Ground floor beginnings within warehouse and power plant operations continues to define my perspective each day. Benchmarking between companies widens my knowledge and curiosity into an immeasurable and dynamic path.

Leveraging best practices from my experiences in project management, product & services development, work management/supply chain systems & processes, contract management, MRO procurement, inventory management, and industrial operations of pipelines, power plants, supply chain.

This has enriched my acumen for pioneering processes, for being a student of the business, for leading various projects, for establishing change management guidance, for developing cross functional teams, for introducing solutions and for multitasking within current roles to shape the future so that I may grow and cultivate sustainable growth.

Sincerely yours, Randy Honeycutt

Did This

Duke Energy Supply Chain

Product Manager | Solutions Development

Vulnerable Customer Innovations

Duke Energy | May 2022 to Present | Charlotte, NC

Product Manager: Blending together discovery, ideation and implementation to develop new products and services for income qualified residential customers. Work directly with local, county, state and federal leaders to integrate energy efficiency offering into communities. Negotiating contract with vendors to administrate programs. Maintaining compliance with FERC regulations and guidelines. Developing operation budgets and forecasting participation.

Duke Energy Supply Chain

Manager of FHO/T&D Inventory Control and Maximo Catalog

Duke Energy | November 2020 to May 2022 | Belews Creek, NC

Inventory Optimization: Led Duke and Wesco Inventory Optimization teams that supports the Inventory Control and Inventory Management of Duke Energy's \$1.3B of inventory for Transmission, Distribution and Fossil/Hydro Operations who accomplished \$137M in cost saving and avoidance in 2021. Led the team that manages the catalog for all Maximo users.

Oniqua: Project Manager and Change Management Manger for the implementation of Oniqua to optimize Maximo inventory. Liaison for the relationship between Duke and IBM for SOW and Cyber/IT requirements. Negotiated project adjustments and changes with IBM leadership on behalf of Duke Energy. Developed processes and trained Oniqua inventory analysis for RRE, T&D, Telecom, NGBU, Fleet inventory optimizations teams. Oniqua Application owner for Duke Energy.

Maximo Catalog: Developed processes for the Maximo Catalog and created a SharePoint for all users. Consultant on new project to Optimize and Automate the Maximo Catalog

Projects: Lead projects to Decommission Generation Plant in RRE. Guide the effort to transition Solar Plant construction to operation for Supply Chain and RRE. Sponsor and manager for a new development in VMI automation for programatic material in Supply Chain. Accomplished Liaison to the ISP Category Manager and member of the 2018 ISP bid team. During the last 12 years, participated in two ISP bid reviews and selection. Core team member

Sr Buyer

Duke Energy | January 2016 - October 2018 | Belews Creek, NC

Procurement: Determined needs for all stock material based on reorder levels and reservations for material for Belews Creek and Dan River. Issued RFQ to approved vendors while adhering to all the FERC regulations applicable to a regulated energy suppliers, and issued purchase orders for quoted material. Led and participated in material and service Power Advocate bid events for Belews Creek Steam Station. Maintained strong working relationship with all suppliers, and correcting mismatches to ensure timely payment.

Inventory Management: Responsible for controlling all stock levels and reorder points at both Belews Creek and Dan River. Used trend info to determine necessary levels. Performed duties as the project lead in redeploying material from a decommissioned plant.

Contract Manager

Duke Energy | November 2012 - January 2016 | Belews Creek, NC

Integrated Supply Program: Responsible as Project Manager for developing a project charter, implementing, stabilizing, and managing the Integrated Supply Program for Carolina East after the completion. Key initiative was to develop a change management plan and implement along side the program. Developed metrics for measuring the cost savings and cost avoidances of the program. Utilizing a grassroots approach, we saw the best implementation in the history of the program. Leveraged experience with the market place and master distributors to offer solutions. Served as a liaison to the ISP bid in 2018 and participated in the bid event and selection of the ISP Supplier.

Point of Use Material - PUMA: Responsibilities included implementing and developing a process that can be used by warehouse operations. Developed a project charter and managed the project.

Duke Energy Supply Chain Maximo SME

Served as part of the first team to rollout Maximo to Supply Chain in 2010. In 2014 joined the Enable Core Team for the Supply Chain FHO (RRE) Project with responsibilities that included being a trainer, a process creator, and the development of new applications. Created a FHO (RRE) interface training and process development due to a broad understanding of both FHO's Work Management (Maximo/Pasta), FHO's Operations (Ovation/SCADA) and Supply Chain's (Maximo/Oniqua/PeopleSoft/) systems and processes.

Led or consulted on the majority of Supply Chain Maximo enhancements for purchasing, catalog, and inventory applications in Maximo over the last 12 years. Developed and trained Supply Chain Operations and Sourcing processes and enhancements. Pioneered use of Maximo Start Center Portlets for procurement specialists, inventory business system specialists, catalog business system specialists, ISP buyers, and sourcing specialists.

Learned At

High School Diploma • May 1996

Gospel Light High School • Walkertown NC

Bachelor of Arts Degree • May 1999

Crown College • Powell TN

Endorsed By

Sun Gandara

Duke Energy Manager: Residential Solutions

704-258-4193

Sun.Gandara@Duke-Energy.com

Komal Sundaram

Managing Director: Black & Veatch Management Consulting LLC.

336-317-2146

sundaramkk@BV.com

Wilezol, Scott

CPSM, CPSD, MCIPS, C.P.M., CSPO, CSM, WSET

Duke Energy Director: IT Sourcing

908-406-2722

Scott.Wilezol@duke-energy.com

Michelle Davis

Duke Energy Director: Solutions Development

812-343-3854

michelle.davis@duke-energy.com



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

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STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: Mary Lynn Stone , Bart Stone AGE: 59, 60

ADDRESS: 1030 Beacon Hill Road Pinnacle, NC 27043

E-MAIL: Stonemaly2@gmail.com bstone4464@gmail.com :336.817.4388 / 336.488.0146

THE COMMITTEE YOU ARE INTERESTED IN SERVING:Parks and Rec Steering Committee

We are eager to contribute to the betterment of Stokes County, with a particular focus on enhancing the vibrant community of Pinnacle and its parks. It would be an honor to serve on this committee and support Stokes County. As Pinnacle Lions Club members, we are keenly in tune with the Pinnacle Lions Park and its goals, which it shares with the county, to revitalize it to better serve the community. We strongly believe that strengthening our county parks falls in line with the Lions Club's mission, "We are serving a world in Need, one act of kindness at a time", extending its reach beyond assisting the visually and hearing impaired. We believe we can foster a stronger sense of community by creating opportunities for social interaction and promoting physical well-being for individuals of all ages. Specifically, we envision renovations to Pinnacle Park as a key element in achieving these goals, transforming it into a hub for community engagement, education, healthy living and fundraising.

Please list any conflicts that would limit your ability to serve this committee or board.

Mary Lynn teaches part time at Mount Olive Elementary (retired teacher of 31 years). Bart Stone works part time at Atrium Health (retired Police LT of 30 years) . We are both very active in our church, which meets for Life Group on Monday evenings and we help occasionally with serving meals. We are members of the Lions Club, we enjoy traveling and spending a lot of time with our family.

*IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.

(Will provide upon request)

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346



STOKES COUNTY APPOINTMENT APPLICATION

NAME: KIM SCHOTT - SCHWIEGERANT AGE: 61

ADDRESS: 3514 BEASLEY SCHOOL RD

CITY: SANDY RIDGE STATE: NC ZIP: 27046

E-MAIL: KIMMY7546@YAHOO.COM PHONE: 859 308 9488

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

PARKS & RECREATION STEERING COMMITTEE

Comments: Please note why you are interested in serving on this committee.

IT'S AN OPPORTUNITY TO INTERACT WITH
OTHER SUPPORTERS & TO RECEIVE INFORMATION
ON UPCOMING PROJECTS

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

N/A

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STOKES COUNTY

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APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

I have been a member of the Community for 20+ years and would like to assist in the growth within

the Community. My five children and I have enjoyed the parks in Stokes County and to be

considered in being a part of the organization to further grow Parks and Recreation for Stokes

County years to come would be my honor.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

None

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STOKES COUNTY

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PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Rich history, such as the Great Wagon Road, Moravian migration to the region, and Native American history of the Sauras.

Historic economic drivers, such as agriculture and water-powered mills. Provide educational opportunities for Stokes' students and adults.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

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Sid Wise

I believe our Parks and Recreation efforts should:

1. Enhance the health of citizens, from pre-school to retirees, and be accessible to *all* residents of the county, from Sandy Ridge to Westfield, from Pine Hall to Pinnacle, as well as the incorporated areas. This should include easily-accessible, multi-use, multi-activity facilities.
2. Leverage Stokes' rich heritage, including:
 - o Natural resources (Dan and Little Yadkin Rivers and their tributaries) and Sauratown Mountains for topside and aquatic activities
 - o Rich history, such as the Great Wagon Road, Moravian migration to the region, and Native American history of the Sauras.
 - o Historic economic drivers, such as agriculture and water-powered mills.
3. Provide educational opportunities for Stokes' students and adults.
4. Align with other initiatives, such as agri-tourism or the development at Carrollwood.
5. Support activities that invite and include non-Stokes residents, in order to support Stokes businesses. These include, but aren't limited to: meeting venues, competitive activities, such as sports, school band competitions, cycling races, and others.
6. Where possible, accomplish these through public-private partnerships with companies, non-profits, and volunteer organizations. Doing so reduces the tax burden on Stokes residents, and increases buy-in, support of, and promotion by established organizations.

=====

About me:

On the provider side of parks and recreation, I've done the following:

- Envisioned, designed, and drove development of Mystery Lake Scuba Park in Wendell, NC
- As part of a team in High Springs (Alachua County) FL, I developed the cave diving equipment exhibit, enhanced the cave diving exhibit, and delivered a presentation on the Florida springs in conjunction with the Smithsonian Institute's 2016 Water|Ways traveling exhibition.
- Explored, mapped, and led underwater aquatic life tours in Fantasy Lake (Rolesville NC) and the erstwhile Lake Rawlings, Va.
- Developed and led multi-activity tours of north Florida springs and rivers. Activities include hiking, cycling, wildlife viewing, snorkeling, and scuba diving. The rivers include: Santa Fe, Ichetucknee, Withlacoochee, Suwanee, Rainbow, Crystal, and Silver.

As a consumer of parks and recreation, I have been blessed to enjoy parks as varied as:

- Gathering Place, Tulsa OK (Note: this should be a case study in multi-use park developed by public-private partnership)
- Yates Mill County Park, Wake County NC
- Warinanco Park, Elizabeth NJ
- Hart Springs County Park, Gilchrist County FL
- Delaware Canal Tow Path Park, Bucks County PA
- Headwaters of the Mississippi River at Lake Bemiji MN
- Museum of the Fur Trade park, Chadron NE
- Golden Spike National Historic Site, Promontory UT
- The park at The Great Passion Play site, Eureka Springs, AR
- Pipe Spring National Monument, Fredonia, AZ
- Crystal Palace park, Bangalore, India
- Roman wall ruins, Reading, England
- and many, many others.

Two years ago, we bought our property on Beasley School Road in Sandy Ridge. We hope to live out our days in Stokes County. I look for opportunities to benefit Stokes citizens and, where possible, attract outsiders to come spend time and money here.

We've spent two years immersing ourselves in the Sandy Ridge community and the greater Stokes County community. In order to give back to and enhance the communities we've come to love, I:

- volunteer monthly at the Regal Group food bank in Sandy Ridge.
- volunteer at all the community support activities of the Sandy Ridge Ruritan Club (such as trash pick-ups along the highway, putting on RidgeFest and Christmas on the Ridge, Veterans Appreciation Dinner, etc.)
- Members of Stokes County Arts Council and volunteer at Arts Council events such as Stokes Stomp, Reach the Peaks, and Polar Plunge, and other events as needed.
- Members of Stokes County Historical Society, Rockingham-Stokes Genealogical Association, Friends of Sauratown Mountains, and Stokes County Beekeepers Association.
- Support and partake of events and classes:
 - Stokes County Extension Service
 - Sandy Ridge Music Association
 - Lawsonville Bluegrass jam
- volunteer at Foothills Farm Festival in Lawsonville.



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

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