

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
JANUARY 6, 2020**

The Town of Valdese Town Council met on Monday, January 6, 2020, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, Deputy Town Clerk Jessica Lail, and various department heads.

Absent: None.

A quorum was present.

Mayor Black called the meeting to order at 6:00 p.m. He offered the invocation and led in the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT:

RECOGNITION OF CAROLYN CURTIS, HR COORDINATOR – BIMBO BAKERY TOY DRIVE: Chief of Police Jack Moss recognized Carolyn Curtis, HR Coordinator, for Bimbo Bakery for her leadership in planning the Children's Park Playground updates and for placing a Speed Limit sign on Main Street. Ms. Curtis called Chief Moss this Holiday season to request names of families in need in our community. Ms. Curtis shared the families with the staff at Bimbo Bakery, and the response was overwhelming. Chief Moss thanked Ms. Curtis for all the behind the scenes work she has put into serving our community. Ms. Curtis expressed how proud she is of the Town of Valdese. Ms. Curtis stated that the Town would be getting another Speed Limit sign on the other side of Town in the near future.

BIG BROTHERS BIG SISTERS OF BURKE COUNTY PROCLAMATION Mayor Black presented the following proclamation to Dorian Palmer:

NATIONAL MENTORING MONTH

WHEREAS, the Big Brothers Big Sisters mentoring model is a proven, effective strategy that helps children and young adults by matching them with a caring, responsible adult role model who can provide guidance and direction, and build their confidence; and

WHEREAS, mentoring strengthens Burke County's economic and social well-being by helping young people fulfill their potential, encouraging healthy family relationships, and promoting more vibrant communities; and

WHEREAS, Big Brothers Big Sisters has been making an impact on the lives of young people in the County of Burke since the year 1999 serving a total of 927 children, serving 40 in 2019; and in Western North Carolina since 1982, serving 3,016 children in the 2018-19 calendar year.

WHEREAS, residents of Burke County are making a profound difference in the lives of our young people by serving as mentors; and

WHEREAS, many of Burke County's children are in need of a caring adult mentor in their lives, and closing this mentoring gap will take more investment, partnerships, and volunteers ready to make a difference in a child's life; and

WHEREAS, National Mentoring Month is an opportunity to raise public awareness of the importance of mentoring, recognize the dedicated individuals who serve as mentors, and encourage more citizens to help build a brighter future for Burke County's youth through mentoring; and

WHEREAS, in honor of the mentors, volunteers and staff, the month of January is recognized nationally as Mentoring Month; now

NOW, THEREFORE, BE IT RESOLVED that I, John F. Black, Jr., Mayor of the Town of Valdese, North Carolina; do hereby declare January 2020 as Mentoring Month in Valdese, and call upon all citizens, businesses, public and private agencies, as well as religious and educational institutions, to join the mentoring movement and be a part of Big Brothers Big Sisters of Burke County and Western North Carolina.

IN WITNESS WHEREOF I have here unto set my hand this 6th day of January 2020.

/s/ John F. "Chip" Black, Jr., Mayor

ANIMAL PORTRAITS – ROSE MUELLER, 610 DIXIE AVE., NW, VALDESE: Ms. Mueller invited everyone to visit her drawing show of Animal Portraits in the Play It Again Records window. Ms. Mueller draws animals from Burke County Animal Services that need adopting, and one animal that Ms. Mueller drew, "Gomez," now has a forever home. Ms. Mueller shared what a great job Burke County Animal Services is doing.

RAMSEY STATION – CARLA BERRY, 204 COLOMBO ST., NW, VALDESE: Ms. Berry wished the Mayor and Council a Happy New Year and expressed how proud she is of the Town for all the Christmas events that took place in December. Ms. Berry expressed her amazement for how many people come to events. Ms. Berry shared her main concern with Council regarding Causby's Main Street Station, not receiving gas after they applied for it in February 2019. Causby's Station has plans to become a full-service gas station. Ms. Berry asked Council if they have contacts to please call or give her contact numbers.

RAILROAD CROSSING – JEAN MARIE COLE, 705 BERTIE ST., VALDESE: Ms. Cole expressed her appreciation to Councilwoman Hildebran, Councilman Sweezy, the rest of Council and staff for the help they gave to fix the rough Rail Road crossing on Praley St. SW and Rodoret St. S.

BARK SIDE PET GROOMING – MARKIE JAMES, 8295 OLD NC HWY 10, HICKORY: Ms. James introduced her new business, Bark Side Pet Grooming, at 132 Main St. E. Ms. James has been a professional groomer for over 11 years, and her business has grown so much in her home that she feels she will be very prosperous in Valdese.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF DECEMBER 2, 2019

APPROVED BUDGET AMENDMENTS:

Valdese Town Council Meeting

Monday, January 6, 2020

Budget Amendment #

12

Subject:

Change Order on emergency repairs for sewer line at Old Harris St.

Description:

Original budget amendment of \$29,920 approved 12/2/19 meeting. During repairs, an upstream manhole was found to be partially collapsed and was repaired while contractor was onsite.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2020:

Section I:

The following revenues available to the Town will be increased:

| Account | Description | Decrease/ Debit | Increase/ Credit |
|-------------|-----------------------------------|--------------------|---------------------|
| 30.3990.000 | Fund Balance Appropriated-Utility | | 2,200 |
| | | | |
| | | | |
| | Total | \$0 | \$2,200 |

Amounts appropriated for expenditure are hereby amended as follows:

| Account | Description | Increase/ Debit | Decrease/ Credit |
|-------------|----------------|--------------------|---------------------|
| 30.8120.740 | Capital Outlay | 2,200 | |
| | | | |
| | | | |
| | Total | \$2,200 | \$0 |

Section II:

Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

Valdese Town Council Meeting

Monday, January 6, 2020

Budget Amendment #13

Subject: Emergency repairs for project Dye Branch

Description: This amendment covers reimbursement of \$178,562 to Kellix and an additional \$14,482 of expenses for engineering costs.

Proposed Action:
BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2020:

Section I:
The following revenues available to the Town will be increased:

| Account | Description | Decrease/ Debit | Increase/ Credit |
|-------------|-----------------------------------|--------------------|---------------------|
| 30.3990.000 | Fund Balance Appropriated-Utility | | 193,044 |
| | | | |
| | Total | \$0 | \$193,044 |

Amounts appropriated for expenditure are hereby amended as follows:

| Account | Description | Increase/ Debit | Decrease/ Credit |
|-------------|----------------------|--------------------|---------------------|
| 30.8120.741 | Capital Outlay | 178,562 | |
| 30.8110.150 | Maintenance & Repair | 14,482 | |
| | Total | \$193,044 | \$0 |

Section II:
Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

Councilwoman Hildebran made a motion to approve the aforementioned items on the Consent Agenda, seconded by Councilwoman Stevenson. The vote was unanimous.

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEES: Public Works Director Bryan Duckworth introduced Utility Field Service Technician Jeremy Hudson.

PRESENTATION & OFFER TO PURCHASE CROWHILL PARK PROPERTY: Joy Strassel, Executive Director of the Western NC Housing Partnership, Inc. and Bobby Funk with Mills Construction shared the following presentation:

Valdeese Affordable Housing
December 2, 2019







Who We Are

Western N.C. Housing Partnership, Inc. (WNCHP) is a nonprofit 501(c)3 organization founded in 1994 celebrating 25 years in 2019

We are committed to developing high quality apartment residences for aging populations and workforce families within the thirty-one county region of Western North Carolina



Western N.C. Housing Partnership

We are long-term owners – the first tax credit period is 15 years and it extends to a second term of 15 years automatically- we hold our assets through both terms

We recently refinanced a 64-unit workforce housing development at year 16 and were able to complete a major renovation due to restructuring of the loan

We are good stewards of our communities and perform regular unannounced site visits, asset management reviews and interact with site and regional management teams

It's important to note that residents may stay in their apartment homes even when their income increases- several residents have been able to save and purchase their own home



Experienced Team

We will be working in tandem with Fred G. Mills, a tax credit developer with 51 years of experience in housing development in North Carolina

The organization includes an in-house construction company that we will utilize – jobs will be created during construction

Over 3,000 units developed

Recent developments in: Granite Falls, Mocksville, Dallas NC, Asheville, Greenville NC, Tabor City, Raleigh, Lumberton, Charlotte, Bermuda Run



Understanding Affordable Housing



Housing is considered Affordable when total housing costs are no more than 30% of a household's gross income

Area Median Income (AMI) is the median income of all households in a county

The Low-Income Housing Tax Credit (LIHTC) provides funding to develop, construct and manage high quality housing for households earning 60% or less of AMI

- Not Section-8 or HUD Housing
- Privately owned and managed

Long-term affordability: 30-year affordability commitment

Who Can Live in Affordable Housing

Households earning less than 60% of AMI

Area Median Income for Family of 4 is \$55,100

| Household Size | Income Limits | | |
|----------------|---------------|----------|----------|
| | 40% AMI | 50% AMI | 60% AMI |
| 1 Person | \$16,960 | \$21,200 | \$25,440 |
| 2 Person | \$19,400 | \$24,250 | \$29,100 |
| 3 Person | \$21,800 | \$27,250 | \$32,700 |
| 4 Person | \$24,240 | \$30,300 | \$36,360 |

Burke County, 2019 | Source: Novogradac & Company

Employees who Qualify

Est. 87,000 jobs offer median wages under \$32,700 in the region

| | |
|--|--|
| Retail Workers | Medical Assistants |
| Nursing Assistants | Firefighters |
| Office Clerks | Police, Fire and Ambulance Dispatchers |
| Restaurant Workers | Home Health Aids |
| Teacher Assistants & Substitute Teachers | Receptionists |
| Food Preparation Workers | Delivery Drivers |

Source: Bureau of Labor Statistic, Occupational Employment Statistics 2018 Hickory-Lenoir-Morganton MSA

Frequently Asked Questions

If you income-qualify now, but later get a raise and earn over the income limit, will you be evicted? No

Will there be on-site management? Yes

Is this Section 8 or public housing? No

Extensive background and credit checks are performed on all prospective residents

Proposed Development

66-unit apartment development
Affordable to households earning 60% AMI or less
Five 3-story residential buildings
Conveniently located within walking distance to downtown



Proposed Development

Amenities

| | |
|----------------------------|-------------------------------|
| Community center | On-site management |
| Kids play area and tot lot | 24-hour emergency maintenance |
| Picnic area | On-site security cameras |
| Computer lab | |

Projected Rents

| Unit Size | Unit Count | 40% AMI | 50% AMI | 60% AMI |
|-----------|------------|---------|---------|---------|
| 1 BR | 12 | \$355 | \$460 | \$565 |
| 2 BR | 36 | \$420 | \$515 | \$630 |
| 3 BR | 18 | - | \$590 | \$720 |

Rent includes water/sewer utilities. Note: Rents will be approved by NCHFA



Building Design

Designed to be indistinguishable from market rate housing
Greenville, NC | Completed 2015



Building Design

Designed to be indistinguishable from market rate housing
Dallas, NC | Completed 2014, Phase 2 Completed 2019

Special Events to Foster a Sense of Community



Administrative Office

Administrative office includes managers office, community room, computer lab and more





Residents are Proud to Live in their Homes



Thank You

Mayor Black asked the question if someone is retired, could they rent an apartment. Mr. Funk answered yes, as long as they meet the income qualification.

Ms. Strassel introduced Sherry Long, Chairman of the Board with the Western NC Housing Partnership as well as the Town's representative from the WPCOG. Ms. Long asked Council's permission to enter into an agreement for site control of the property on 605 Pineburr Avenue SW in Valdese, approve to sell the property, and advertise in the Newspaper. Ms. Long explained that there would have to be a special meeting after the 10-day upset bid process and before January 24th. Town Attorney Marc Mitchell explained the process to Council. The NC Housing Partnership has until June 2021 to close on the property. Attorney Mitchell wanted everyone to be aware that once the Housing Partnership has ownership of the property, they can do what they want with it. Ms. Long explained that the reason they want the property is for housing.

Mayor Black asked Attorney Mitchell if it would be appropriate to continue the meeting after the notice runs in the paper for ten days. Planning Director Larry Johnson suggested that Council reconvene on January 21st.

OPTION TO PURCHASE REAL ESTATE (Crow Hill Park Property)

THIS OPTION TO PURCHASE REAL ESTATE is made and entered into as of the 6 day of January, 2020, by and between WESTERN N.C. HOUSING PARTNERSHIP, INC., a North Carolina nonprofit corporation, (Purchaser) and the TOWN OF VALDESE, a North Carolina municipal corporation, (Seller).

RECITALS:

Seller is the owner of property located at 605 Pineburr Avenue SW in Valdese, North Carolina known as the Crow Hill Park Property (the Property). The Property consists of a parcel containing approximately 5.728 acres and a parcel containing approximately 0.42-acres. These parcels have been assigned REID Nos. 38598 and 38599 by the Burke County Tax Office, and they are more particularly described by metes and bounds as shown on the attached metes and bounds descriptions.

Purchaser is investigating the possibility of building housing units on the Property, and Purchaser has asked Seller to grant to Purchaser an option to purchase the Property.

During the requested option period Purchaser will apply to the North Carolina Housing Finance Agency for tax credits that will be used to help fund this project.

Seller has agreed to grant to Purchaser an option the purchase the Property on the terms as set forth in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. OPTION. Seller hereby grants to Purchaser the option to purchase the Property upon the terms and conditions set forth in this agreement.

2. TERM OF OPTION. Purchaser shall have until 5:00 p.m. on August 31, 2020, within which to exercise the option to purchase the Property.

3. EXERCISE OF OPTION. Purchaser may exercise this option to purchase the Property at any time between the date of this agreement and 5:00 p.m. on August 31, 2020, by personally delivering or mailing written notice to that effect to Seller. To be effective, the written notice of Purchaser's exercise of this option to purchase must be accompanied by a deposit in the amount of 5% of the purchase price offered by Purchaser for the purchase of the Property.

4. PURCHASE PRICE. The purchase price set forth in Purchaser's written notice of exercise of its option to purchase the Property must be an amount not less than \$61,800.

5. PROCESS AFTER EXERCISE OF OPTION. Upon timely receipt of Purchaser's written notice of its exercise of this option to purchase, Seller shall treat the exercise of the option to purchase as an offer to purchase the Property from Seller pursuant to G.S. 160A-269. Upon timely receipt of Purchaser's written notice of exercise of its option to purchase accompanied by the 5% deposit, Seller shall promptly advertise the sale of the Property in accordance with the requirements of G.S. 160A-269. The advertisement by Seller shall reflect the purchase price specified in paragraph 4 above as Purchaser's offer price, and Seller shall comply with all other requirements of G.S. 160A-269.

Following advertisement of the offer to purchase as set forth above, should no timely upset bids be filed with respect to the offer under the requirements of G.S. 160A-269, Seller shall at its next regularly scheduled meeting consider whether to accept the offer and sell the Property to Purchaser as the highest bidder. Should Seller not accept the offer and decide not to sell the Property to Purchaser at such meeting, Seller shall promptly return the 5% deposit to Purchaser. As provided in G.S. 160A-269, Seller may at any time reject any and all offers for the purchase of the Property.

6. CLOSING. Should Purchaser become of the purchaser of the Property in compliance with the foregoing provisions, the parties agree to close the purchase as soon as practicable thereafter, at a time and place to be mutually agreed upon by them, but in no event later than June 1, 2021. At closing and upon payment of the purchase price in full by Purchaser, Seller shall convey title to the Property by special warranty deed subject to street rights of way and such other utility easements as may be required by Seller in connection with its utility systems.

Notwithstanding the foregoing, if Seller decides to sell the Property to Purchaser as contemplated under Section 5 above, but Purchaser fails to obtain a tax credit allocation award pertaining to the Property from the North Carolina Housing Finance Agency during its 2020 tax credit award cycle, then Purchaser shall notify Seller of such failure to obtain an award, this document shall become null and void, and the parties shall owe no further duties to each other; in such scenario Seller shall retain the 5% deposit as its sole remedy against Purchaser hereunder.

7. CLOSING COSTS AND PRORATIONS. Seller agrees to pay for deed preparation and any required revenue stamps. Purchaser shall pay for the cost of a title search and owner's title insurance, cost of recording the deed, and for Purchaser's attorney fees. Any taxes subject to proration shall be prorated to the date of closing.

8. REPRESENTATIONS OF SELLER. The Property would be sold "as is" and "with all faults". Seller has not made any representations or warranties regarding the condition of the Property, its suitability for any particular purpose, or with regard to zoning, occupancy restrictions, compliance with environmental laws, or any other legal requirements affecting or relating to the Property.

9. DUE DILIGENCE. During the option period Purchaser and its agents and representatives shall have the right to enter onto the Property for the purpose of conducting such inspections and investigations as Purchaser deems necessary. Purchaser hereby indemnifies and holds Seller harmless from and against any claims, expense, damages, or liability (including without limitation reasonable attorney fees) relating to Purchaser's exercise of its right of entry and Purchaser shall repair any damage to the Property or any improvements location thereon.

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10. ASSIGNMENT. Purchaser shall not assign this agreement or any rights under this agreement without the prior written consent of Seller.

11. TIME OF ESSENCE. Time is of the essence with regard to the performance of all obligation of Purchaser and Seller under this agreement including, without limitation, those relating to the closing.

12. NOTICES. All notices, demands, requests, or communication required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and certified with return receipt requested, upon delivery by a nationally recognized overnight delivery service, or upon the date of receipt of a facsimile which is received any business day on or before 5:00 p.m. in the location of receipt or on the next business day after receipt if received by facsimile after 5:00 p.m. on any business day; provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the next business day after such posting.

Any such notice, demand, request or communication if given to Purchaser shall be addressed as follows:

Joy T. Strassel, Executive Director
Wester N.C. Housing Partnership, Inc.
PO Box 841
Rutherfordton, NC 28139
joy@assetperformancegroup.com
Telephone No.: (828) 279-2654

Any such notice, demand, request or communication if given to Seller shall be addressed as follows:

Seth Eckard, Town Manager
Town of Valdese
102 Massel Ave SW
PO Box 339
Valdese, NC 28690
seckard@valdesenc.gov
Telephone No.: (828) 879-2116
Fax No.: (828) 879-2139

13. Counterparts. This agreement is executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instruments.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

SELLER:

TOWN OF VALDESE

By: _____
John F. Black, Jr., Mayor

PURCHASER:

WESTERN N.C. HOUSING PARTNERSHIP, INC.

By: _____
Joy T. Strassel, Executive Director

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Councilman Ogle made a motion to approve the Option of Purchase of real estate as presented for \$61,800, Councilman Sweezy seconded. The vote was unanimous.

Council agreed to continue the meeting on January 21st at 5:00 p.m. at Town Hall.

AUDIT REPORT PRESENTATION – FY 18-19 – LOWDERMILK CHURCH & CO., LLP: (Copy of audit on file in the Office of Finance Director.) Mr. Rick Hammer of Lowdermilk Church & Co. presented the 2018-2019 audit. Mr. Hammer informed Council that the audit report was submitted timely in early November with no problems. Mr. Hammer reviewed the following highlight sheets:

| TOWN OF VALDESE | | | |
|---|------------------------------|--------------|---------------|
| Financial Highlights | | | |
| Years Ended June 30, 2019 and 2018 | | | |
| | 2019 Summarized Budget | 2019 | 2018 |
| General Fund (Includes Powell Bill Funds) | | | |
| Total assets | | \$ 4,479,555 | \$ 2,549,184 |
| Fund balance | | \$ 4,164,568 | \$ 2,166,052 |
| Fund balance - Reserved for Streets - Powell Bill (included in total fund balance) | | \$ 57,421 | \$ 35,528 |
| Total revenue | \$ 5,136,733 | \$ 5,428,003 | \$ 4,725,397 |
| Total expenditures | \$ 4,749,733 | \$ 5,129,278 | \$ 6,466,899 |
| Revenues over (under) expenditures before other financing sources (uses) | | \$ 298,725 | \$(1,741,501) |
| Other income (expense) | \$ 387,000 | \$ 1,699,790 | \$ 1,566,013 |
| Increase (decrease) in fund balance | | \$ 1,998,515 | \$ (175,488) |
| Ad valorem taxes collected | | \$ 2,015,158 | \$ 1,974,578 |
| Percent of taxes collected - current year levy | | 96.32% | 96.39% |
| Investment income | | \$ 63,668 | \$ 11,611 |
| Projected Fund Balance Available | | | |
| Unassigned Fund Balance | | 3,105,101 | 1,206,161 |
| Expenditures and other financing sources and uses | | 5,129,278 | 6,495,274 |
| Unassigned Fund Balance Percentage | | 60.53% | 18.56% |
| * Local Government Commission <u>minimum</u> recommended general fund balance should be at least 8% of general fund expenditures at the end of the fiscal year. | | | |
| | | 2019 | 2018 |
| Water and Sewer Fund | | | |
| Cash, cash equivalents and investments | | \$ 811,332 | \$ 537,544 |
| Total assets | | \$23,184,697 | \$22,898,369 |
| Net position | | \$20,925,241 | \$20,252,056 |
| Operating revenue | | \$ 4,968,903 | \$ 4,675,456 |
| Operating expenses | | \$ 4,825,593 | \$ 4,460,705 |
| Operating income (loss) | | \$ 143,310 | \$ 214,751 |
| Nonoperating revenue (expenses) | | \$ (194,257) | \$ (66,441) |
| Transfers (to) from | | \$ (387,000) | \$ (815,348) |
| Capital Contributions | | \$ 1,111,132 | \$ 909,142 |
| Change in net position, includes \$916,708 of depreciation expense 2019 | | \$ 673,185 | \$ 242,104 |
| Accounts receivable - customers | | \$ 552,754 | \$ 506,592 |
| Investment income | | \$ 14,075 | \$ 5,561 |
| Days sales in accounts receivable | | 40.60 | 39.54 |
| Projected Fund Balance Available | | | |
| Unrestricted Fund Balance | | \$ 1,322,495 | \$ 1,559,068 |
| Expenditures and other financing sources and uses | | 4,825,593 | 5,276,053 |
| Unrestricted Fund Balance Percentage | | 27.40% | 29.54% |

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The Unassigned Fund Balance of the General Fund and Utility Fund were \$3,105,101 and \$1,322,495, respectively. Ad valorem tax collections were \$2,015,158, which was 96.32 percent of the levy.

Councilman Ogle asked Mr. Hammer if the 2018 taxes collected was 96%. Councilman Ogle felt like it was lower, more like 92-94%, and wanted to make sure it was accurate. After a brief discussion, Mr. Hammer stated that 96% was what was reported in last year's audit.

Mayor Black requested for the next audit that Mr. Hammer include details on the list of town indebtedness. Mr. Hammer said that could be added next time.

Councilwoman Stevenson made a motion to accept the 2018-2019 audit report as presented, seconded by Councilman Sweezy. The vote was unanimous.

APPROVAL OF FY 19-20 AUDIT CONTRACT – LOWDERMILK CHURCH & CO., LLP: Finance Director Bo Weichel informed Council that the FY 2019-2020 audit contract was being presented in the amount of \$15,960. The fee did not increase from last year.

Councilman Ogle made a motion to approve the aforementioned contract for the FY 2019-2020 audit report, seconded by Councilwoman Hildebran. The vote was unanimous.

APPROVAL OF ORDINANCE DECLARING ROAD CLOSURES FOR TOWN OF VALDESE ANNUAL EVENTS:

**AN ORDINANCE DECLARING ROAD CLOSURE
FOR TOWN OF VALDESE SPECIAL EVENTS**

WHEREAS, the Town of Valdese desires to schedule an Independence Day Celebration, Annual Waldensian Festival; Treats in the Streets; and the Annual Valdese Christmas Parade; and

WHEREAS, part of US 70/Main Street in Valdese will need to be closed for each of these special events; and

WHEREAS, G.S. 20-169 provides that local authorities shall have power to provide by ordinance for the regulation of the use of highways by processions or assemblages;

NOW, THEREFORE, be it ordained by the Town Council of the Town of Valdese pursuant to G.S. 20-169 that the following portion of the State Highway System be closed during the times set forth below:

2020 Independence Day Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on July 3, 2020 from 5:00 PM until 11:00 PM.

2020 Waldensian Festival Kickoff Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 7, 2020 from 5:00 PM until 11:00 PM.

2020 Waldensian Festival Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 8, 2020 from 5:30 AM until 11:00 PM.

2020 Valdese Treats in the Streets (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on October 30, 2020 from 3:30 PM until 6:30 PM.

2020 Valdese Christmas Parade (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on December 5, 2020 from 9:30 AM until 12 Noon.

Signs shall be erected giving notice of the limits and times of these street closures as required by G.S. 20-169. THIS, the 6th day of January, 2020.

ATTEST: /s/ Town Clerk

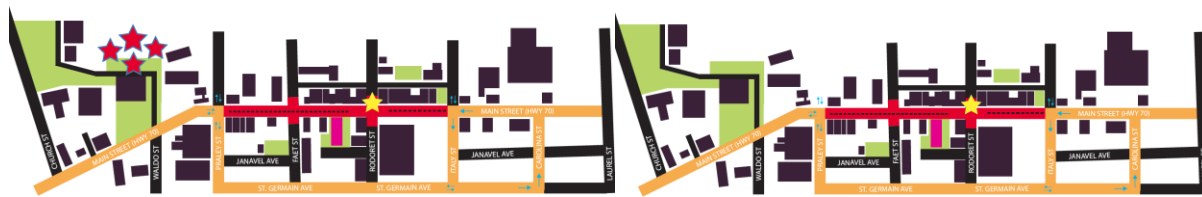
/s/ John F. Black, Jr., Mayor



Road Closure Plan Valdese Independence Day Celebration Friday, July 3, 2020



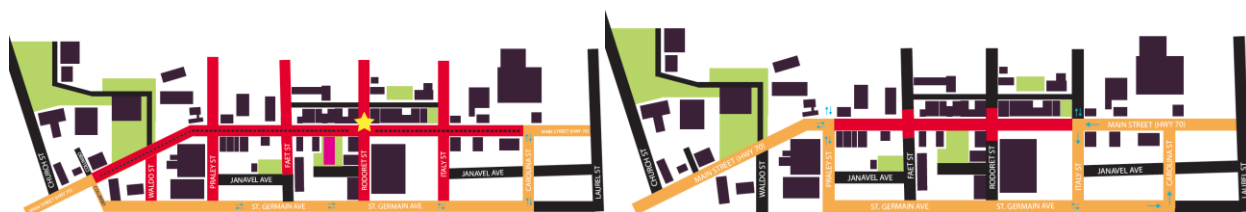
Road Closure Plan Festival Friday Friday, August 7, 2020



Road Closure Plan Festival Saturday Saturday, August 8, 2020



Road Closure Plan Treats in the Streets Friday, October 30, 2020



Road Closure Plan Valdese Christmas Parade Saturday, December 5, 2020



Councilman Ogle made a motion to approve the aforementioned ordinance, seconded by Councilwoman Stevenson. The vote was unanimous.

CENTRIFUGE PROJECT: Water Resources Director Greg Padgett presented a bid tabulation presented by McGill to purchase centrifuge control equipment. The purchasing of this equipment is necessary for the continued operation and compliance of the Wastewater Plant. Staff recommends awarding the bid to Andritz Separation Inc. in the amount of \$219,989.00. Andritz Separation, Inc. was the only bidder. There was one bidder with no response and one that did not show. Mr. Padgett informed Council that staff felt this was a reasonable price. This project is identified in the Capital Improvements Plan and will be funded from the Utility Fund.

Councilwoman Hildebran made a motion to award the contract to Andritz Separation Inc. in the amount of \$219,989.00, seconded by Councilwoman Stevenson. The vote was unanimous.

AWARD OF BID – PAVING WASTEWATER PLANT: Water Resources Director Greg Padgett presented a bid tabulation to pave areas at the Wastewater Plant. Mr. Padgett shared pictures with Council. Staff recommends awarding the contract to the lowest bidder, Evans Construction, in the amount of \$46,050.00. Mr. Padgett informed Council that this is a project identified in the approved Capital Improvement Plan, not the Street Resurfacing fund, and is necessary to the upkeep and maintenance of the Wastewater Plant.

Councilman Ogle made a motion to approve the paving of the Wastewater Plant in the amount of \$46,050.00, seconded by Councilman Sweezy. The vote was unanimous.

CONNELLY SPRINGS WASTEWATER MANAGEMENT SERVICES CONTRACT: Public Works Director Bryan Duckworth presented a renewal of the Connelly Springs Wastewater Management Service Contract. Dr. Duckworth shared that this is a perfect opportunity to partner with another town, which in return will keep rates down for our citizens and makes systems work more efficiently.

**CONTRACT FOR WASTEWATER MANAGEMENT SERVICES
FOR THE TOWN OF CONNELLY SPRINGS
TOWN OF VALDESE – CONTRACTOR**

THIS CONTRACT FOR WASTEWATER MANAGEMENT SERVICES (the “Agreement”), effective as of July 1, 2019, is made and entered into by and between the Town of Connelly Springs, a municipal corporation of the State of North Carolina (“Connelly Springs”) and the Town of Valdese, a municipal corporation of the State of North Carolina (“Valdese” or “Contractor”).

WITNESSETH:

Connelly Springs and Valdese, in consideration of the mutual agreements set forth below, do agree as follows:

1. Valdese shall provide Connelly Springs with services for the operation and maintenance of the wastewater collection system for Connelly Springs.

Standard Services

2. Valdese shall perform Standard Services as set forth in Item Nos. 1,2,3, and 4, of Schedule A, attached hereto and incorporated by reference.
3. The annual cost for Standard Services under this contract shall be Twenty-Three Thousand Dollars (\$23,000.00) per year beginning with the period of July 1, 2019 through June 30, 2020.
4. Valdese will notify Connelly Springs of any annual rate increases ninety (90) days prior to July 1st of the next fiscal/contract year. Annual rate adjustments will not exceed two percent (2%) unless agreed upon by both parties.
5. Valdese shall submit invoices for Standard Services to Connelly Springs twice a year, on or about June 15 and December 15, with one-half of the fee for the Standard Services being billed on each date. Connelly Springs will pay Valdese within thirty (30) days of the date of billing for the Standard Services.

Additional Services

6. Connelly Springs agrees to pay fees to Valdese for Additional Services as set forth in Schedule A, Item Nos. 4 and 5. Those fees shall be billed on the same schedule as the Standard Services and shall be paid within thirty (30) days of the billing for the Additional Services provided.

General Provisions

7. Valdese shall take all reasonably necessary and available measures to insure that the services to Connelly Springs hereunder are in compliance with all applicable codes, rules and regulations promulgated by Connelly Springs, the State of North Carolina, the United States, and any other agency or entity vested with jurisdiction regarding the services that are the subject of the Agreement.
8. Valdese will perform all services in a workmanlike manner and will use materials that meet all applicable standards.

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9. Valdese is hereby designated as an agent of Connelly Springs for the specific purposes of furnishing services and carrying out the terms of this Agreement.
10. When necessary, Valdese shall consult with the Connelly Springs Mayor or Board of Aldermen or its designated representative, relating to any matter involving proper procedures to be followed in unusual circumstances.
11. Valdese shall maintain supervision, responsibility, and control over all personnel providing services pursuant to the terms of this Agreement.
12. The parties may amend this Agreement in writing at any time upon mutual consent. Any such amendment shall not be effective until ratified by both parties by duly adopted resolutions.
13. This Agreement may not be assigned or transferred without the advance written consent of the other party.
14. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of North Carolina.

Liability and Indemnification

15. It is agreed that no employer/employee relationship will exist between the Valdese employees and Connelly Springs. Valdese agrees to maintain all required insurance on its employees, including workers' compensation insurance, and will hold Connelly Springs harmless for any claims or damages arising out of the actions of its agents and/or employees.
16. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability") but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.
17. Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control.

Term and Termination

18. This Agreement is for the period from July 1, 2019 through June 30, 2020.
19. This Agreement shall automatically renew on a year-to-year basis following the expiration of the original term, unless either party shall give the other party written notice of its intent not to renew at least six (6) months prior to the expiration of the term. In the event that the then current terms and conditions are to be modified at the time of such renewal, the proposed modification shall be presented to the governing board of each party for approval not less than sixty (60) days prior to the beginning of the new term.
20. Either party may terminate this Agreement at any time by providing written notice to the other party by certified mail, return receipt requested, no less than sixty (60) days prior to the day of termination.
21. In the event of a default by a party hereunder, the non-defaulting party may (a) terminate the Agreement after thirty (30) day prior written notice, unless the other party cures or commences to cure such breach during such thirty (30) day period and diligently proceeds with such cure (exercising commercially reasonable efforts).

Confidentiality and Return of Records and Property of Connelly Springs

22. Valdese will maintain records pertaining to the Connelly Springs wastewater collection system at the Valdese Town Hall. Valdese shall keep all information coming to it concerning the affairs of Connelly Springs and any of its customers, officers, agents, servants or employers strictly confidential, unless otherwise required by law. All requests for public inspection of any such information shall be directed to Connelly Springs.
23. Upon termination of this Agreement, Valdese will retain all files, computer discs, and/or other electronic information pertaining to Connelly Springs pursuant to its standard retention procedures for similar information, but no less than five (5) years after the termination of the term, and any extension thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day(s) and year written below,

TOWN OF CONNELLY SPRINGS

/s/ Johnny E. Berry, Mayor

ATTEST: /s/ Town Clerk

TOWN OF VALDESE

/s/ John F. Black, Jr., Mayor

ATTEST: /s/ Town Clerk

SCHEDULE A

Connelly Springs Collection System

Maintenance Proposal – 3 year plan

1. Mowing of thirty-four thousand (34,000) feet of sewer line, eighty-three (83) manholes, and one (1) flow meter station. Mowing and clearing will be completed once in the spring and once in the fall season. Inspect lines and manholes in accordance with the NCDENR requirements.
2. GIS mapping of all lines and manholes. (Completed)
3. Work order based maintenance tracking – delivered to Alderman/Chairperson on a 6-month schedule. Documenting all work completed on the collections system.
4. Sewer taps, repairs and other maintenance will be billed as time and material as follows:

| | |
|-------------------|---------------------------|
| Mobilization | \$150.00 per repair |
| Repair Technician | \$ 30.00 per hour/per man |
| Trackhoe | \$ 75.00 per hour |
| Sewer Jetter | \$ 75.00 per hour |
| Push Camera | \$ 50.00 per hour |
5. Preventative maintenance and line cleaning \$0.80 per foot
NCDENR suggests 10% annually
Schedule to be agreed upon by Alderman/Chairman

Councilman Ogle made a motion to approve the Connelly Springs Wastewater Management Service Contract as presented, seconded by Councilman Thompson. The vote was unanimous.

ADOPTION OF BACKFLOW ORDINANCE: Public Works Director Bryan Duckworth presented the Backflow Control/Cross Connection Program that the state is requiring. Mr. Duckworth shared a short informative of "What is Cross Connection," explaining how hazards can enter the Public Water System. Mr. Duckworth shared that Cross Connection prevention has been required as a part of the North Carolina Plumbing Code since the early 1980s. The North Carolina Division of Water Quality now requires the adoption of this ordinance to make the water supply safe for our customers. Many industries already have

Severe Hazards, as shown in the information below, in place. Mr. Duckworth and staff will visit the different industries to inspect what they currently have and determine what is needed to be compliant. Mr. Duckworth explained that a Certified Backflow technician would have to do inspections once a year. This adopted ordinance will be a part of the Utility Ordinance.

CROSS CONNECTION / BACKFLOW CONTROL PROGRAM

For technical information please contact:

Bryan Duckworth

Public Works Director

828-874-6779

Cross Connection/Backflow Control Program

e-mail: bduckworth@valdesenc.gov

Clean Drinking Water

HELP TO PROTECT OUR WATER SUPPLY

Lake Rhodbiss



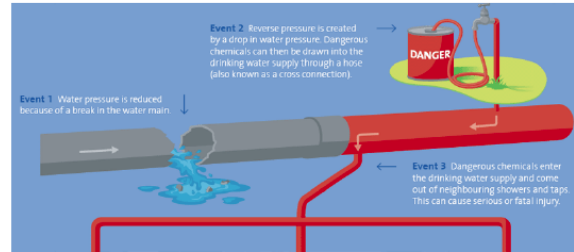
What is Cross Connection?

A cross connection occurs when an unapproved source of water is connected to the public water supply, whether intentionally or not. If this happens, your drinking water or the public water supply can become contaminated.

This contamination can occur when the public water supply has a momentary loss of pressure, which can create a *backflow* effect, or when a customer's private water system creates a higher pressure than the public water supply, known as *backpressure*.

The Town of Valdese has adopted a cross connection control ordinance that puts the town in compliance with state (15A NCAC 18C and 18D 0206), Federal (Safe Drinking Water Act P.L. 93-523 of 1974), and North Carolina Plumbing Code (Volume II) mandates concerning backflow prevention.

Potential Hazards



Why is This Important?

Having safe drinking water is paramount in the prevention of disease and illness. The Town of Valdese is diligent in its efforts to ensure that the potable water supply is safe for all its customers.

The consumer has the primary responsibility of preventing pollutants and contaminants from entering the potable water supply through their privately owned plumbing system. The responsibility of each homeowner, commercial, and industrial user begins at the point of connection and continues throughout the entire facility or home.

The key to protecting your safety is having the proper backflow measures in place and making sure backflow devices are maintained regularly.

Who needs a Backflow Prevention Device?

Most industrial, commercial, and irrigation customers are required to install, maintain, and test backflow prevention devices as directed by the Town of Valdese and the State of North Carolina.

You will be notified if a backflow device is required on your particular service. If notified, you will be required to install, maintain, and test the device on a regular basis. The testing must be completed by a properly certified tester, and the results must be sent to our office. For a list of firms who are approved, contact our office or visit our website at www.townofvaldesa.com.

Moderate Hazard:

Most commercial establishments, bakeries, automotive service stations, tanks that handle non-toxic substances, beauty shops, etc. are required to install a Double Check Valve Assembly (DCVA).



Severe Hazard:

Lawn sprinkler systems, wastewater treatment plants, hospitals, swimming pools, car wash facilities, laundries, chemical processing plants, etc. are required to install a Reduced Pressure Zone Assembly (RPZ).



What do you need to do?

If your service falls under the Cross Connection Program, you will be contacted in writing by the Town of Valdese as to steps you must take. You may be required to install one of these devices, correct an existing cross connection, or test an existing device. Once you are notified that your service connection falls under the Cross Connection/Backflow Control Program, it will be your responsibility to maintain your device and test it in accordance with the schedule provided by Public Works.

Section 5-1023

Cross connection control, backflow prevention assemblies required, program established.

(a) *Application, purpose, authorization.* This section applies to all persons who use, or connect in any way to the Town of Valdese public water system. The purpose of this section is to protect the health

and safety of the public by protecting the public water system from contaminants "backflowing" into the public water system from private water systems. This section:

(1) Requires the installation of backflow prevention assemblies to prevent contaminants from "backflowing" or siphoning through uncontrolled cross connections into the public water system; and

(2) Establishes a backflow prevention program.

(b) *Definitions.* As used in this Section, the following definitions apply:

(1) *Backflow prevention assembly or BPA* means an approved device used to prevent backflow into the public water system from a consumer's water service connection. The type of BPA required by this section depends on the degree of contamination hazard. An "approved" BPA is one that has been approved by the American Society of Sanitary Engineers (ASSE) or the American Water Works Association (AWWA), or USC, or the Foundation for Cross Connection Control and Hydraulic Research.

(2) *Certified Backflow prevention assembly technician or technician* means any person who is certified by the State of North Carolina to install, test, repair, overhaul, or maintain approved backflow prevention assemblies.

(3) *Consumer* means any customer of the town's public water system, or any person, firm, or entity using or receiving water from the town's public water system or owning or possessing property or facilities that receive water from or connect to the town's public water system.

(4) *Contamination hazard* means an existing or potential cross connection that presents the risk of impairment to the quality of the water in the public water system and creates a potential or actual hazard to public health through the introduction of hazardous or toxic substances or waterborne health hazards in the form of physical or chemical contaminants or biological organisms and pathogens.

(5) *Cross connection* means any unprotected actual or potential connection or structural arrangement between the town's public water system and any other pipe, conduit, source or system through which it is possible to introduce any contamination into the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other temporary or permanent devices or arrangements through which or because of which backflow can or may occur are considered to be cross connections.

(6) *Degree of hazard* means whether a hazard is a moderate hazard or a severe hazard as determined by the town from the evaluation of conditions within a private water system and the use to which a property connected to the public system is put. A severe hazard is an actual or potential threat of contamination that presents an imminent danger to the public health with consequences of serious injury. A moderate hazard is one that presents foreseeable and significant potential for pollution, nuisance, aesthetically objectionable or other undesirable alterations to the drinking water supply.

(7) *Health hazard* means an actual or potential threat of contamination of a physical, chemical, biological, pathogenic, or toxic nature to the public or private water system to such a degree or intensity that there would be a danger to health. Examples of waterborne hazards include, but are not limited to:

a. *Physical:* Radioisotopes/radionuclides;

b. *Chemical:* Lead, mercury and other heavy metals, organic compounds, other toxins and hazardous substances;

c. *Biological:* Microorganisms and pathogens such as cryptosporidium, typhoid, cholera, and E. Coli.

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

(9) *Non-health Hazard* means a hazard that, if introduced into the public water supply system, could be a nuisance to water users, but would not adversely affect human health.

(10) *Private water system* means that part of a water service connection to the town's public water system that is located on the consumer's side of the town's water meter. A private water system may be a water service line to a single premise or structure, or it may be a privately owned and maintained water distribution system that serves more than one structure or premises. For the purpose of this section, once water from the town's public water system passes through the meter to the consumer's side, that water is considered part of the private water system.

(11) *Public water system* means the Town of Valdese water system and includes all of the town's system for the provision to the public of potable water for human consumption through pipes or other constructed conveyances and includes:

a. Any collection, treatment, storage, or distribution facility and all appurtenance to those facilities under control of the town and used primarily in connection with the town's water system; and

b. Any collection, treatment, storage, or distribution facility and all appurtenance to those facilities not under the control of the town that is used primarily in connection with the town's water system.

(c) *New unprotected cross-connections prohibited, existing cross-connections to be protected.* All consumers and any other person or entity receiving water from the town's public water system shall be in violation of this section if they fail to comply with any of the following:

(1) *New water service connections.* No new residential or new nonresidential water service connections to the public water system shall be made unless equipped with an approved backflow prevention assembly. The BPA shall be tested and properly functioning as prescribed herein prior to the issuance of a certificate of occupancy for any building. All new nonresidential construction plans and specifications shall be provided to the town for review to determine the hazard level to the town's public water system.

(2) *Existing water service connections.* An approved backflow prevention assembly shall be installed on all existing cross connections to the town's public water system upon notification of the need for installation by the town. Upon determining that a backflow prevention assembly is required to be installed on an existing water service connection, the town will notify the consumer in writing of:

- a. The requirement for installation;
- b. The hazard level that has been established for that consumer by the town based upon the use of their premises;
- c. The type of approved backflow prevention assembly required;
- d. The date by which the backflow prevention assembly must be installed, tested, and approved. The consumer will have a minimum of sixty (60) calendar days and a maximum of 180 calendar days within which to install, test, and have the BPA approved after notice is given.

(d) *Contamination prohibited.* No consumer shall cause or allow any contamination of the town's public water system through uncontrolled backflow or backsiphonage from or through the consumer's private water system.

(e) *No cross-connections.* It shall be unlawful to have plumbing cross-connected or installed so that water from the town's public water system and water from or in any private water system may in any way become intermingled.

(f) *Compliance.* No private water system shall be connected in any manner to the town's public water system nor may any service connection be made or maintained to the town's public water system unless the requirements of this Chapter have been satisfied.

(g) *Approved BPAs and installations required.* Only an approved backflow prevention assembly shall be installed to meet the requirements of this section. Any backflow prevention assembly that is installed that is not an approved BPA, or any installation of any backflow prevention assembly that is not installed in accordance with the provisions hereof shall be a violation of this section.

(h) *Notification of change in use of property.* Within ten (10) calendar days of the date of any change in use of any nonresidential property connected to the town's public water system, the consumer shall notify the town so that the town can reassess the hazard level of that use.

(i) *Certification and testing program.*

(1) Installation, maintenance, testing, and repair of BPAs shall be done only by a certified backflow prevention assembly technician. Consumers shall have a technician test the BPA for proper operation and that technician shall certify the results in writing to the town.

(2) Any consumer or other person who removes or repairs any cross-connection condition shall notify the town for the purpose of securing an inspection or re-inspection by the town.

(3) All backflow prevention assemblies required by this section shall be installed in accordance with the manufacturer's instructions.

(4) All backflow prevention assemblies required by this section shall be installed and maintained on the consumer's premises as part of the consumer's water system.

(5) Ownership, installation, testing and maintenance of a backflow prevention assembly and all costs associated therewith shall be the responsibility of the consumer.

(6) Each backflow prevention assembly required under this section must be accessible by the town.

(7) Any bypass around a backflow prevention assembly, including when the BPA is in need of testing, repair or replacement, is prohibited. When it is not possible to interrupt water service, the consumer shall provide for the parallel installation of an approved backflow prevention assembly.

(8) Backflow prevention assemblies with test ports or test cocks shall not be installed below ground.

(j) *Testing and repair of backflow prevention assemblies.*

(1) *Testing/Certification.* A certified backflow prevention assembly technician shall conduct testing of backflow prevention assemblies at the consumer's expense. Tests shall be conducted upon installation, and annually thereafter, with a record of all testing and repairs retained by the consumer. Each consumer shall send a copy of the report, signed by the certified backflow prevention assembly technician, for each test or repair to the town within 30 days after the completion of each test or repair. Such records in the form approved by the town must be maintained by the consumer for a period of three years.

(2) *Repairs.* Any time that repairs to a backflow prevention assembly are deemed necessary, whether through annual testing or routine inspection by the consumer or by the town, these repairs must be completed within a time specified below, in accordance with the hazard level.

a. Health hazard facilities: Within 14 days of discovery.

b. Nonhealth hazard facilities: Within 28 days of discovery.

(3) *Equipment.* All certified backflow prevention assembly technicians must obtain and employ backflow prevention assembly test equipment that has been approved by the town. All test equipment shall be registered with the town and shall be calibrated annually, and certified to the town as to such calibration, employing a calibration method acceptable to the town.

(4) *Records.* It is unlawful for any consumer or certified backflow prevention assembly technician to submit any record to the town that is false or fraudulent in any material respect. It is unlawful for any consumer or certified backflow prevention assembly technician to fail to submit any record that is required by this section. Such violations may result in any of the enforcement actions outlined in paragraph (m) of this section.

(k) *Protection of the public water system during bulk water sales.* No bulk water may be taken except through a metered assembly provided by the town that includes a reduced pressure backflow prevention assembly. In addition, any truck, tank, or receiving vessel that is directly or indirectly connected to any pipe, hose, or outlet from the town's public water system must be equipped with an approved, permanently installed, air gap designed to create a minimum of 4 inches separation between the receiving tank or vessel and the connection to the town's public water system.

(l) *Backflow prevention assembly protection.* Any backflow prevention assembly that might be subjected to pressure surges or abnormally high pressures shall be protected against possible damage by a device approved by the town, such as a water hammer arrestor or a pressure reducing valve.

(m) *Violations.* Any consumer or other person who fails to comply with any provision of this section, or who fails to comply with any notice, citation, or order made hereunder, or who shall install or alter a private water system in violation of this section or any detailed statement of specifications or plans submitted and approved hereunder, or any certificate or permit issued hereunder, or who shall fail to comply with such a notice, citation, or order within the time fixed therein, or who shall submit a false or fraudulent report, or who shall fail to submit a report shall be in violation of this section for each such occurrence or noncompliance and shall be subject to enforcement as provided in this section. The remedies provided for violations of this section, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(1) The Public Works Director or designee shall serve a written notice of violation to any person who violates this section. Such notice shall be personally delivered, or delivered by certified mail, return receipt requested. A copy of the notice may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, and the regular mail is not returned by the post office within ten (10) days after the mailing.

(2) Such notice of violation shall set forth the violation and the time period within which the violation must be corrected. The violation must be corrected within the time period specified in the notice of violation. If the town determines that the violation has created or contributed to the existence of an imminent health hazard, the consumer may be required to correct the violation immediately. If the violation is cured or corrected within the time period specified in the notice of violation, then the Town shall take no further action against the person.

(3) Any person who, after being given a notice of violation pursuant to paragraph (m)(1) above does not comply within the time period set forth in the notice of violation, and who continues such violation, shall be subject to the penalties and remedies set forth in paragraph (m)(4). The following citation procedure shall be used:

a. *Citation for Violation.* The Public Works Director or designee shall serve a written citation on the alleged violator by any of the methods specified in paragraph (m)(1).

b. *Content of Citation.* The citation shall describe the nature of the violation and any actions that the alleged violator must take to cure or correct the violation, and shall specify the amount of any civil penalty levied against the alleged violator.

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c. Corrective Action Required. The civil penalty shall be paid and the violation shall be cured or corrected, within seventy-two (72) hours of receipt of the citation by the alleged violator, or such other time period, not to exceed thirty (30) days, as the citation may specify.

d. Action for Recovery of Penalty. If payment is not made and the violation is not cured or corrected within the time specified in the citation, then the Town may recover the civil penalty together with all costs by filing one or more civil actions in the name of the Town in the nature of a suit to collect a debt. The town attorney is hereby authorized to file suit on behalf of the town to collect any civil penalties.

e. Suspension or Termination of Water Service; Revocation of Permits. Water service may be suspended or terminated to a consumer, and/or applicable permits revoked, if the consumer fails to correct a violation in a timely manner. Suspension or termination of water service or revocation of permits will be without prejudice to the town's ability to assert any other remedy available to the town against the consumer or any other person responsible for the violation.

(4) Violations of this Section 5-1023 shall subject the offender to the following civil penalties:

| Description | Penalty | Frequency |
|---|---------|---|
| Unprotected cross connection – wholesale customers (as defined in Section 11) or Unprotected cross connection – public water system not under the control of the town | \$1,000 | With first citation and thereafter for each thirty-day period or part thereof in which the violation persists |
| Unprotected cross connection – non-wholesale customers | \$500 | With first citation and thereafter for each thirty-day period or part thereof in which the violation persists |
| Falsifying records | \$500 | Per occurrence |
| Failing to maintain and test residential irrigation backflow prevention assemblies | \$500 | With first citation and thereafter for each thirty-day period or part thereof in which the violation persists |
| Any other violation of this section | \$500 | Per occurrence |

(5) The town may increase any civil penalty assessed by 50 percent of the maximum civil penalty associated with the violation for a second violation of the same provision within a 24-month period. The town may increase any civil penalty by doubling the amount of the penalty for a third violation of the same provision within a 24-month period. Water service may be terminated after a third violation of the same provision within a 4-month period.

(6) Any person violating any provision of this section shall pay to the town all expenses incurred by the town in repairing any damage to the public water system caused in whole or in part by such violation and any expense incurred by the town in investigating such violation. All such expenses shall be in addition to the civil penalty assessed with the violation.

(7) The application of civil penalties shall not prevent the enforced correction or removal of any prohibited condition.

(n) *Administration of program.* The Public Works Director for the town, or designee, shall administer this program.

Councilman Ogle made a motion to adopt the Backflow Ordinance as presented, seconded by Council woman Stevenson. The vote was unanimous.

MANAGER'S REPORT: Town Manager Seth Eckard made the following announcements:

Movies at the Rock, "Wizard of Oz", scheduled on Friday, January 10, 2020 at 7:00 p.m.

Concerts at the Rock, An Evening with Darin & Brooke Aldridge, scheduled on Saturday, January 11, 2020 at 7:30 p.m.

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Town Offices will be closed on Monday, January 20, 2020 in Observance of Martin Luther King Day.

OCP Production of Tennessee William's: Cat on a Hot Tin Roof Show Dates are January 31-February 1-2 and 6-9, 2020. Visit www.oldcolonyplayers.com for more information and to purchase tickets.

MAYOR AND COUNCIL COMMENTS: Councilwoman Hildebran informed Council that she received a call from someone with the County to see if our Council would be interested in a visit from a Pet of the Month from Burke County Animal Services at the Council meeting. Ms. Hildebran shared that they would like to be a partner with the community to get publicity out for the need for the adoption of the animals. Town Manager Seth Eckard said the Town would look into it. Burke County Animal Services would also like for the Council to schedule a visit to tour their facility.

Mayor Black informed Council that the author of the book, *13 Ways to Kill Your Community*, will possibly be at the WPCOG annual meeting and hold a workshop the day following for public officials. More information to come.

ADJOURNMENT: At 7:12 p.m., there being no further business to come before Council, Mayor Black made a motion to continue the meeting until Tuesday, January 21, 2020 at 5:00 P.M. Councilman Ogle made a motion to continue, seconded by Councilwoman Hildebran. The vote was unanimous.

CONTINUATION OF THE JANUARY 6, 2020 COUNCIL MEETING: At 5:00 p.m. Mayor Black reconvened the January 6th Council Meeting to discuss and finalize the Option to Purchase Crowhill Property located on 605 Pineburr Ave. Planning Director Larry Johnson informed Council that the Town did advertise for up-set bids for ten days and did not receive any. The Western NC Housing Partnership did provide the Town with a 5% deposit. Mayor Black asked the Council how they would like to proceed with providing this agreement to the Western NC Housing Partnership.

Councilman Ogle made a motion to accept the Option to Purchase of real estate as presented for \$61,800, seconded by Councilman Sweezy. The vote was unanimous.

ADJOURNMENT: At 5:02 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, February 3, 2020, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

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