

April 4, 2022, MB#31

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
APRIL 4, 2022**

The Town of Valdese Town Council met on Monday, April 4, 2022, 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 Charles Watts, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, Councilman Paul Mears, and Councilman Keith Ogle. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilwoman Frances Hildebran

A quorum was present.

Mayor Watts 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: Mayor Watts read the Rules & Procedures for Public Comment:

Rule 5. Public Comment

Any individual or group who wishes to address the council shall inform the town clerk, any time prior to the start of the meeting, and provide their name, address and subject matter about which they wish to speak. Comments should be limited to five minutes per speaker.

VALDESE POOL – JEAN MARIE COLE, 705 BERTIS ST., VALDESE: Ms. Cole shared that she was concerned with the Valdese pool being closed because the pool boiler was broken. Ms. Cole requested that her membership be put on hold until it is back open. Ms. Cole encouraged the Council to approve the purchase a new pool boiler.

Councilman Ogle shared with Council that Marc Demiter wanted to come to speak tonight but was unable to due to sickness. Councilman Ogle shared that he was concerned about the Public Safety Building being built on the Pineburr Property because of the noise.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF MARCH 7, 2022

APPROVED BUDGET RETREAT MINUTES OF MARCH 23 & 24, 2022

APPROVED SUNDAY, APRIL 10, 2022 AS TAX LIEN ADVERTISING DATE FOR REAL PROPERTY

SPRING LITTER SWEEP, APRIL 16-30, 2022

APPROVED REQUEST FROM AMERICAN LEGION POST 234 TO SELL BEER AT TOWN SPONSORED EVENTS: The Ladies Auxiliary has been authorized to sell beer at the Independence Day Celebration on July 1, 2022, from 5:00 p.m. until 11:00 p.m., and the 47th Annual Waldensian Festival events on August 12, 2022, from 5:00 p.m. until 11:00 p.m. and April 13, 2022, from 5:00 p.m. until 10:00 p.m.

APPROVED DATE FOR PUBLIC HEARING DATE FOR RE-ZONING OF TOWN-OWNED PROPERTY ON PINEBURR AVE., MONDAY, MAY 2, 2022

Councilman Ogle made a motion to approve the aforementioned items on the Consent Agenda, seconded by Councilman Mears. The vote was unanimous.

End Consent Agenda

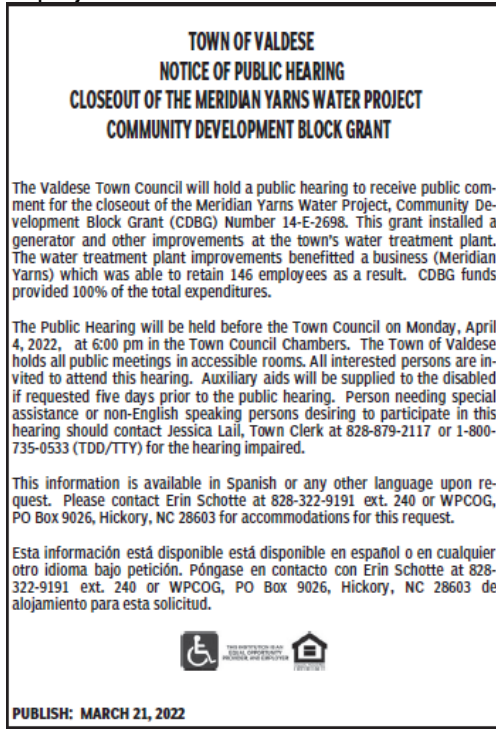
ITEMS REMOVED FROM CONSENT AGENDA: None

April 4, 2022, MB#31

INTRODUCTION OF NEW EMPLOYEES: Police Chief Jack Moss introduced Police Officer Jason Xaysana. Finance Director Bo Weichel introduced Customer Service Representative Angel Mitchell. Public Services Director Greg Padgett introduced Street Maintenance Worker Josh Davis.

PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT CLOSEOUT: Mayor Watts opened the Public Hearing.

Sherry Long, WPCOG Assistant Executive Director, reminded Council that the Town received a grant for funding for a Community Development Block Grant and received \$1,000,000. Ms. Long shared that the grant #14-E-2698 funds installed a generator, valve, and associated appurtenances at the Valdese Water Treatment Plant. Ms. Long shared that providing these improvements enabled Meridian Yarns to expand their operations into a new building addition and retained 146 employees. Ms. Long shared that this Public Hearing would close out the grant project.



Mayor Watts asked if anyone wished to speak either for or against the proposed grant closeout.

There being no one else wishing to speak, Mayor Watts closed the public hearing.

Councilman Ogle made a motion to approve the community block grant #14-E-2698 closeout and allow WPCOG to submit the final documentation, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED RESOLUTION FOR LOAN APPLICATION – DIVISION OF WATER INFRASTRUCTURE:

RJ Mozeley with McGill Associates presented the following Resolution for improvements at the Valdese Water Treatment Plant:

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works, and

WHEREAS, The Town of Valdese has need for and intends to construct a drinking water treatment works project described as Valdese Water Treatment Plant Improvements, and

WHEREAS, The Town of Valdese intends to request State loan and/or grant assistance for the project,

April 4, 2022, MB#31

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF VALDESE:

That Town of Valdese, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Valdese to make scheduled repayment of the loan, to withhold from the Town of Valdese any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Seth Eckard, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 4th of April, 2022 at Valdese, North Carolina.

Charles Watts, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting _____ (title of officer) of the Town of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Valdese Town Council duly held on the 4th day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of April, 2022.

Jessica Lail, Town Clerk

Councilman Ogle made a motion to approve the aforementioned Resolution, seconded by Councilman Thompson. The vote was unanimous.

ADOPTED FY 22-23 UTILITY CAPITAL IMPROVEMENTS PLAN: RJ Mozeley with McGill Associates explained to Council that in order to be competitive for the SRF/ARPA funding grant, the Utility CIP would need to be adopted with that project included. Town Manager Seth Eckard explained that the adoption of the CIP does not bind the Council to the CIP; it will just help with receiving the grant.

RESOLUTION BY THE VALDESE TOWN COUNCIL

WHEREAS, The Town of Valdese has committed to developing and maintaining an up-to-date 10-year Water and Sewer Capital Improvements Plan (CIP) and associated financial analysis of user rates and charges, and

April 4, 2022, MB#31

WHEREAS, McGill Associates prepared the Town's regular annual update for the CIP and presented the updated CIP to the Town Council of the Town of Valdese on the 24th day of March, 2022 during the Town's annual budget retreat.

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF VALDESE: That the Town of Valdese, does hereby adopt and enact the aforementioned CIP effective the 4th day of April, 2022.

Adopted this the 4th day of April, 2022 at Valdese, North Carolina.

Charles Watts, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the adoption of a 10-year Capital Improvements Plan (CIP), as regularly adopted at a legally convened meeting of the Valdese Town Council duly held on the 4th day of April, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of April, 2022.

Jessica Lail, Town Clerk

Councilman Ogle made a motion to approve the aforementioned Resolution to adopt the CIP, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED SEWER LINE REPAIR ACROSS FROM TOWN HALL: Public Services Director Greg Padgett reminded Council that at the March 7, 2022, Council meeting, Benjie Thomas presented the results of our AIA Wastewater study. One of the pressing issues discovered was a section of a sewer line across from Town Hall. Mr. Padgett explained that the creek runs through the sewer line, which needs to be addressed immediately. Mr. Padgett talked to three contractors, one never gave a quote, and one said it was too big of a project. Mr. Padgett recommends Hickory Sand Co., to complete the project in the amount of \$59,025.

Councilman Ogle made a motion to approve sewer line repair work in the amount of \$59,025 with Hickory Sand, Co., seconded by Councilman Mears. The vote was unanimous.

APPROVED ENGINEERING CONTRACT FOR VALDESE BLUFFS WATER/SEWER DESIGN: Public Services Director Greg Padgett presented an Agreement for Engineering Services with McGill Associates, P.A. for the Valdese Bluffs Water/Sewer Design. Mr. Padgett explained that the Town received a grant in the amount of \$801,983 to get water and sewer to the proposed Valdese Bluffs Development. The project may require more money, but this will be a good start. Mr. Padgett said that we would receive the funds as we requested.

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ___ day of 2022, by and between Town of Valdese (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled Valdese Bluffs Water and Sewer Extension Project as generally described in Attachment "A", and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder. The ENGINEER shall designate a representative to be the central point of contact with the OWNER during execution of the work included herein.

1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.

1.3 The ENGINEER shall assist in the pursuit of obtaining, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.

1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.

1.5 The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 PLANNING AND DESIGN PHASE

2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.

2.1.2 Coordinate and conduct initial coordination meeting with the OWNER as needed to establish communication lines, review project schedules and gather data and information from the OWNER.

2.1.3 Complete a topographical survey of the project area to develop construction documents.

2.1.4 Coordinate the provision of subsurface investigation by others, including assisting with solicitations and preparing site maps identifying locations for testing.

2.1.5 Prepare a preliminary layout for review with the Owner for concurrence and acceptance.

2.1.6 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work of the Project.

2.1.7 Review design documents described above with the OWNER for comments and approval.

2.1.8 Prepare and submit plans and specifications to NCDEQ Division of Water Infrastructure to assist in obtaining the funding approval.

2.1.9 Prepare and submit permit application and supporting documents to NCDEQ Division of Water Resources (Water Quality Section), NCDEQ Division of Water Resources (Public Water Supply Section), and NC DEMRL Land Quality Section to assist in obtaining the construction approvals.

2.1.10 Perform an internal quality control and constructability review of the project.

April 4, 2022, MB#31

- 2.1.11 Prepare an updated opinion of probable cost upon completion of the final design plans, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.12 Furnish one (1) hard copy and one (1) electronic PDF copy of the final design documents to the OWNER.
- 2.1.13 Assist the OWNER with outreach to Disadvantaged Business Enterprise (DBE) contractors in accordance with SB 914.
- 2.1.14 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.1.15 Schedule a Pre-Bid Conference with the all prospective bidders and the OWNER to address any bidding questions.
- 2.1.16 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.1.17 Coordinate funding, DBE, and award documentation with DWI.
- 2.1.18 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.1.19 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The ENGINEER and OWNER agree that time is of the essence in order to meet funding deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing and submitting permit applications or other documents to any agency or entity except for NCDWR and NCDEQ-PWSS as listed in Section 2.
- 3.4 Preparing design documents, calculations, design plans, or technical specifications for a sewer pump station in the event that gravity sewer extension is deemed infeasible.
- 3.5 Preparing documents for alternate bids, phasing of construction, or multiple contracts requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Design Phase.
- 3.6 Value engineering and negotiation with the lowest responsive, responsible bidder, in an effort to reduce the project's construction cost.
- 3.7 Preparation of easement maps or supporting documents for either the water or sewer system extensions.
- 3.8 Construction phase services, as requested, will be provided as part of an amendment to this contract.

April 4, 2022, MB#31

- 3.9 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.10 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.11 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.
- 3.12 Additional services in connection with administering project funding.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project. Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.2 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.5 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.6 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.7 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.8 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.10 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in this Agreement.
- 4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services

April 4, 2022, MB#31

described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall endeavor to achieve the milestones issued by the Division of Water Infrastructure .

5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fees, inclusive of all reimbursable expenditures.

Sewer Planning Phase Services \$56,455
Sewer Design Phase Services \$44,110
Water Planning Phase Services \$6,015
Water Design Phase Services \$6,200
Total Lump Sum Fee \$112,780

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing

fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of fifteen (15) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.

7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. After the ENGINEER has been paid in full, the OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER, which permission shall not be unreasonably withheld, and shall entitle him to further reasonable compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 OPINIONS OF PROBABLE COSTS

7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.

7.3.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.4 INSURANCE AND CLAIMS

7.4.1 The ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Such insurance shall be provided by Insurer(s) satisfactory to the OWNER, and evidence of such insurance in the form of an industry-standard ACORD Certificate of Insurance satisfactory to the OWNER shall be delivered to the OWNER on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall require that the OWNER be given written notice at least thirty (30) days in advance of any modification or termination of any insurance coverage.

7.4.2 AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance shall be carried covering all owned, non-owned, and hired automobiles for a limit of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence.

7.4.3 COMMERCIAL GENERAL LIABILITY – Bodily injury and property damage liability shall be carried to protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$2,000,000. This insurance shall include coverage for product / completed operations liability, personal and advertising injury liability, and contractual liability.

7.4.4 PROFESSIONAL LIABILITY – Insuring against professional negligence / errors and omissions on a claims-made basis with policy limits of \$2,000,000 per claim / \$2,000,000 annual aggregate.

7.4.5 WORKERS' COMPENSATION – Workers' Compensation Insurance coverage shall be carried meeting the statutory requirements of the State of North Carolina, even if the ENGINEER is not required by law to maintain such insurance. Said Workers' Compensation Insurance coverage shall have at least the following limits of Employer's Liability coverage - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.4.6 EXCESS / UMBRELLA LIABILITY – Excess or Umbrella Liability coverage shall be carried providing coverage above the above stated limits of Automobile Liability, Commercial General Liability, and Workers' Compensation (Employer's Liability) in an amount of not less than \$3,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$3,000,000.

7.4.7 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

7.5 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 INDEMNIFICATION

OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

7.6 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

(SEAL) TOWN OF VALDESE

Jessica Lail Clerk

Seth Eckard Town Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Bo Weichel Finance Director

ATTACHMENT "A" PROJECT UNDERSTANDING

April 4, 2022, MB#31
MAIN STREET WATER AND SEWER LINE REPLACEMENTS

The 2021 American Rescue Plan (ARP) provides funds, through the State Fiscal Recovery Fund, that the NC General Assembly allocated as 100% grants. The Town of Valdese received a grant in the amount of \$801,983 for the extension of water and wastewater service to the Valdese Bluffs Development.

The project includes the extension of an existing 12-inch water main in the project area for a length of approximately 725 LF with ductile iron pipe (DIP). The project also includes the extension of approximately 1,985 LF of 12-inch gravity sewer lines, aerial pier supports and associated manholes and new precast concrete manholes. Sanitary sewer pipe will be long-span ductile iron type where necessary for aerial spans and as required by depth. The water main and gravity sewer extensions shall be configured to coordinate with utility plans provided by the Developer's Engineer within the proposed subdivision site near Lovelady Road and Lake Rhodhiss.

ATTACHMENT "B" STANDARD RATE AND FEE SCHEDULE

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$255			
Principal – Regional Manager – Director	\$210	\$220	\$235	\$245
Practice Area Lead	\$180	\$200	\$215	\$225
Senior Project Manager	\$190	\$210	\$215	\$220
Project Manager	\$165	\$180	\$185	\$190
Project Engineer	\$130	\$140	\$150	\$160
Engineering Associate	\$110	\$115	\$120	\$125
Planner- Consultant – Designer	\$110	\$125	\$145	\$160
Engineering Technician	\$100	\$115	\$125	\$135
CAD Operator – GIS Analyst	\$85	\$90	\$100	\$105
Construction Services Manager	\$140	\$155	\$165	\$180
Construction Administrator	\$105	\$120	\$130	\$135
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$115	\$130	\$145	\$155
Construction Field Representative	\$90	\$100	\$105	\$110
Environmental Specialist	\$90	\$100	\$105	\$110
Surveyor	\$95	\$110	\$120	\$125
Surveying Associate	\$75	\$80	\$85	\$90
Survey Technician	\$80	\$85	\$90	\$95
Survey Field Technician	\$70	\$75	\$80	\$85
Administrative Assistant	\$75	\$80	\$90	\$100

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

April 4, 2022, MB#31

Councilman Ogle made a motion to approve the Engineering Contract for the Valdese Bluffs Water/Sewer Design with McGill Associates, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED TOWN WIDE PAVING ASSESSMENT: Public Services Director Greg Padgett shared that the last time the Town had a paving assessment was in 2015, and it is recommended by the Federal Highway Administration to be completed every three-five years. Mr. Padgett is recommending that J.M. Teague perform the paving assessment in the amount of \$14,300. Council was interested in also performing a sidewalk assessment at the same time. Town Manager Seth Eckard suggested that if Council wanted to approve the sidewalk assessment, we could follow up with a contract/budget amendment once we get the amount.

Councilman Mears made a motion to approve the Town-wide paving assessment and sidewalk assessment by J.M. Teague, seconded by Councilman Ogle. The vote was unanimous.

APPROVED RESOLUTION OF SALE OF TOWN-OWNED PROPERTY LOCATED AT 204 JANAVEL AVE. SW: Planning Director Larry Johnson shared that on March 7, 2022, Council adopted a Resolution for authorizing upset bids on 0.26 acres of town-owned property located at 204 Janavel Avenue SW. Mr. Johnson did not receive any upset bids.

Mr. Johnson presented the following Resolution for the final sale of property.

RESOLUTION

(Sale of 0.259 Acres of 204 Janavel Avenue SW, Valdese, NC)

WHEREAS, Ned Fowler ("**Buyer**") offered to purchase from the Town of Valdese (the "**Town**") for the sum of \$25,000.00 certain property located at 204 Janavel Avenue SW, Valdese, North Carolina (the "**Property**"), which is described as follows:

Beginning at a point said point being located in the northern right of way margin of Janavel Avenue SW said point being the southeast corner with Blue Ridge Housing of Burke, LLC Deed Book 2578, Page 145, Burke County Registry; and running thence with the line of Blue Ridge Housing of Burke, LLC North 14° 05' 13" East 134 feet to a point in the southern line of Foothills Service Project Deed Book 1811, Page 783, Burke County Registry; and running thence with the line of Foothills Service Project South 72° 55' 00" East 85.60 feet to a point; continuing thence a new line South 14° 10' 00" West 131.65 feet to a point in the northern line of Janavel Avenue; and running thence with the line of Janavel Avenue right of way North 73° 13' 59" West 85.40 feet to the point in place of beginning and being a total 0.259 acres and being according to a survey prepared by West Consultants, PLLC, titled Property Of: Town of Valdese, and being a portion of PIN: 2733950313 and Deed Book 592 Page 904, Burke County Registry.

DEED REF: Book 592, Page 904, Burke County Public Registry
REID NO.: 38646
PIN NO.: 2733950313

WHEREAS, at its March 7, 2022, regular meeting, the Town council adopted a Resolution Authorizing Upset Bid Process proposing to accept this offer;

WHEREAS, as required by N.C.G.S. § 160A-269, the Town council directed Town representatives to publish notice of the Town's intent to accept the offer and notice that persons could raise the bid, and that notice was published;

WHEREAS, more than ten (10) days expired without there being an upset bid, and the \$25,000.00 offer made by Buyer is the last and highest bid for the Property; and

WHEREAS, the Town does not need the Property, and the Town therefore desires to accept the offer made by Buyer and sell the Property to him upon the terms hereafter set forth.

IT IS THEREFORE RESOLVED that, pursuant to N.C.G.S. § 160A-269, the sale of the Property to Buyer for the purchase price of \$25,000.00 is approved; that the Property shall be sold "as is" and subject

April 4, 2022, MB#31

to all existing easements; that the Town shall reserve easements for all Town utility lines located on or under the property, if any; and that the Town manager is authorized and directed to deliver to Buyer a special warranty deed for the Property upon receipt of the purchase price, subject to the above terms and conditions.

THIS RESOLUTION IS ADOPTED APRIL _____, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Ogle made a motion to approve the aforementioned Resolution, seconded by Councilman Mears. The vote was unanimous.

ADOPTED AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE: Police Chief Jack Moss presented the following changes to the Animal Control Ordinance:

ORDINANCE NO. 22-_____
ORDINANCE AMENDING ANIMAL CONTROL ORDINANCE

WHEREAS, Town Council passed a pay classification schedule in 2021 identifying the position of Animal Control Officer as a new position. The Town Manager then exercised his powers under Section 8-2005 of the Animal Control Ordinance to reorganize the departments and designate the Chief of Police as the Town's Animal Control Officer. The authorities previously granted to the Director of Public Works under the Animal Control Ordinance are now, therefore, held by the Chief of Police; and

WHEREAS, Town Council desires to amend certain sections of the Animal Control Ordinance to substitute the Chief of Police for the Director of Public Works as the Town's Animal Control Officer.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Section 8-2005 Definitions.

Animal control officer. An employee or agent of the town, designated by the Town Manager or the Chief of Police or some other authorized person to administer and enforce the permitting, inspection and enforcement requirements of this chapter and applicable state laws.

Section 8-2011 Supervision.

This chapter and other ordinances or state laws dealing with dogs, cats and animals shall be administered under the direction and supervision of the Town Manager and the Chief of Police who shall be responsible for the development and implementation of policies and procedures providing for the enforcement of this chapter. Specific duties and responsibilities assigned to the Town of Valdese Police Department, or to the Chief of Police, by this chapter may be delegated to animal control officers and other personnel.

Section 8-2013 Personnel.

The Chief of Police may appoint animal control officers and assign such personnel as is necessary to effectively administer this chapter."

Section 8-2014 Policies.

The Chief of Police, with the consent of the Town Manager, may issue and implement policies necessary or convenient for the orderly administration of this chapter including requirements concerning uniforms, the

April 4, 2022, MB#31

possession and use of weapons, use of vehicles, use of tranquilizer guns, and the manner of impounding animals. Further, the Chief of Police, with the consent of the Town Manager, may also issue and implement policies concerning the adoption and redemption of animals, the manner and method of destroying or disposing of animals, methods of investigation, the entry into premises with or without search warrants and all other matters pertaining to this chapter. However, all policies and procedures shall be in writing and shall be consistent with the terms and provisions of this chapter.

In the event the services of a county animal shelter or an independent shelter operated by some other private or public entity is used by the town, it is recognized that the rules and regulations issued by the governing body of that facility concerning the adoption and redemption of animals, the manner and method of destroying or disposing of animals and other operational matters may be controlling and therefore to the extent possible, policies issued by the Chief of Police shall be consistent with the policies of that facility.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Chief Moss explained that in July 2021, the Animal Control position moved under the supervision of the Police Department. Chief Moss shared that this moves Animal Control under the Police Department instead of Public Works which needed to reflect in our Ordinance. The Town Attorney reviewed the Ordinance and made a few revisions.

Councilman Ogle made a motion to approve the aforementioned Ordinance amendment, seconded by Councilman Thompson. The vote was unanimous.

SENATE BILL 300 POLICE ORDINANCE CHANGES: Town Attorney Tim Swanson explained that these proposed revised ordinances, which call for or allow for penalties under 14-4, must be raised at an initial council meeting and then adopted at the next meeting. Mr. Swanson presented a draft of the ordinance changes for Councils review. Mr. Swanson has identified the provisions that will require revision under Senate Bill 300 by adding criminal penalties. Mr. Swanson has interpreted the "unsafe building" more broadly, carrying criminal penalties forward in areas where safety is an issue.

DRAFT ORDINANCE NO. 22-_____

ORDINANCE AMENDING ENFORCEMENT OF CERTAIN SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES BY ADDING/REVISING CRIMINAL PENALTIES

WHEREAS, Part XIII of Session Law 2021-138 (S.L. 2021-138) removes the presumption that all local ordinances may be enforced criminally as provided in North Carolina General Statute 160A-175; and

April 4, 2022, MB#31

WHEREAS, S.L. 2021-138 amends G.S. 160A-175(b) to state that ordinances may be enforced criminally as provided in N.C.G.S. 14-4 "only if the city specifies such in the ordinance;" and

WHEREAS, to comply with the session law, Town Council desires to amend certain sections of the Code by specifying which sections carry a criminal penalty.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Reference to Section 160A-175 Enforcement of ordinances.

Reference to Section 160A-175 shall be deleted and replaced with the following:

(a) A city shall have power to impose fines and penalties for violation of its ordinances, and may secure injunctions and abatement orders to further insure compliance with its ordinances as provided by this section.

(b) Except for the types of ordinances listed in subsection (b1) of this section, violation of a city ordinance may be a misdemeanor or infraction as provided by G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

(b1) No ordinance of the following types may impose a criminal penalty:

(1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.

(2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing programs.

(3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc.

(4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.

(5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.

(6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels.

(7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.

(8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.

(9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.

(10) Any ordinance regulating trees.

(c) An ordinance may provide that violation shall subject the offender to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after he has been cited for violation of the ordinance.

(c1) An ordinance may provide for the recovery of a civil penalty by the city for violation of the fire prevention code of the State Building Code as authorized under G.S. 143-139.

(d) An ordinance may provide that it may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the city for equitable relief that there is an adequate remedy at law.

(e) An ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement, and the General Court of Justice shall have jurisdiction to issue such orders. When a violation of such an ordinance occurs the city may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action

be taken that is necessary to bring the property into compliance with the ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the city may execute the order of abatement. The city shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(f) Subject to the express terms of the ordinance, a city ordinance may be enforced by any one, all, or a combination of the remedies authorized and prescribed by this section.

(g) A city ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

(h) Notwithstanding any authority under this Article or any local act of the General Assembly, no ordinance regulating trees may be enforced on land owned or operated by a public airport authority.

N.C. Gen. Stat. § 160A-175 (Lexis Advance through Session Laws 2021-179 of the 2021 Regular Session of the General Assembly, but does not reflect possible future codification directives relating to Session Laws 2021-163 through 2021-179 from the Revisor of Statutes pursuant to G.S. 164-10)

Section 1-1005 Penalty; not exclusive remedy; continuing violations.

Section 1-1005 shall be deleted and replaced with the following:

- (a) Unless this code provides otherwise, violation of any provision hereof shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.
- (b) Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person who shall violate a provision of this chapter enforceable as an infraction shall be required to pay a penalty of not more than fifty dollars (\$50.00). An ordinance may provide by express statement that the maximum fine or term of imprisonment to be imposed for its violation shall be some figure or number of days less than the maximum penalties prescribed by G.S. 14-4.
- (c) By express statement, an ordinance contained herein may provide for its enforcement by other remedies, as authorized in G.S. 160-175, including the imposition of civil fines, the ordering of appropriate equitable relief, including injunctions, or a combination of such remedies.
- (d) An ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

Section 3-2004 Same; duties as fire inspector.

Section 3-2004(e) shall be deleted and replaced with the following:

(e) He shall cause the removal of fire hazards by serving proper orders to the owner or agent of premises in question, such orders to state a reasonable time limit. Any person who fails to comply with such order shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 3-2021 Fire prevention and protection.

Section 3-2021(h)(1) shall be deleted and replaced with the following:

(1) Any person(s) who shall violate any of the provisions of the Code hereby adopted, or failure to comply with any judicial warrant, lawful order, or regulation made thereunder, or who builds in violation of any

specifications or plans submitted and approved thereunder, or any permit issued thereunder, shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this Code, whichever is less. Each day that such violation continues shall constitute a separate offense. In the name of the town, the fire chief, through the town attorney, may file suit to enjoin the construction or maintenance of any facility, building, or structure which does not conform to the provisions of the Code.

Section 4-1009 Same; penalty for violation section 4-1008.

Section 4-1009 shall be deleted and replaced with the following:

A violation of section 4-1008 shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-1029 Violation; penalty.

Section 4-1029 shall be deleted and replaced with the following:

Any person who shall violate a provision of this article shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 4-1058 Violations and penalty.

Section 4-1058(1) and (2) shall be deleted and replaced with the following:

In addition to and separated from other remedies provided in this article or otherwise provided by law, a violation shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-2011 Dumping or littering on public or private property.

The State Law Reference shall be deleted.

Section 4-2030 Penalties and remedies.

Section 4-2030 shall be deleted and replaced with the following:

(a) A violation of any of the provision of Articles B or Article C of this chapter shall subject the offender to a civil penalty of \$100. If the offender fails to pay this penalty within fifteen calendar days after being cited for a violation, the penalty may be recovered by the town in a civil action in the nature of a debt.

(b) Each day that any violation continues after a person has been notified that such violation exists and that he is subject to the penalties specified in subsection (a) of this section shall constitute a separate offense.

(c) This chapter may also be enforced by any appropriate equitable action, including injunctions or orders of abatement.

(d) The town may enforce this chapter by any one of or any combination of the foregoing remedies.

Section 5-2032 Penalties.

Section 5-2032(b) shall be deleted and replaced with the following:

(b) A continued violation beyond the established time limit specified in the written notice served in Section 5-2032(a) shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each

day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 6-2023 Same; violation.

Section 6-2023 shall be deleted and replaced with the following:

Any person found guilty of violating sections 6-2021 and 6-2022 shall be shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 7-1031 Obedience to signs, etc., generally.

Section 7-1031 shall be deleted and replaced with the following:

Any person failing or refusing to comply with the directions indicated on any sign, marker or device for the control or direction of traffic erected or placed in accordance with the provisions of this chapter when so placed or erected shall be guilty of an infraction as provided by G.S. 14-4(b) and shall be required to pay a penalty of not more than fifty dollars (\$50.00). This section shall not be construed to apply when the driver of a vehicle is otherwise directed by a police officer or when an exception is granted to the driver of an authorized emergency vehicle under section 7-1026.

Section 7-1053 Driving at reduced speeds.

Section 7-1053 shall be deleted and replaced with the following:

(a) No person shall drive a motor vehicle at such slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law. Police officers are hereby authorized to enforce this provision by directions to drivers, and in the event of willful disobedience of this provision and refusal to comply with the direction of an officer in accordance herewith, the continued slow operation by a driver shall be a an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

(b) A violation of any of the provisions of the speeds set forth in this section shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

Section 7-1231 Unauthorized removal of traffic citation from vehicle.

Section 7-1231 shall be deleted and replaced with the following:

It shall be unlawful to remove a traffic citation from a vehicle, or to permit it to be removed, except for the purpose of answering the charge for which it was issued. Any violation of this section shall be shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00). Each separate violation of this section shall be considered a separate offense.

Section 8-2055 Penalties.

Section 8-2055(a) shall be deleted and replaced with the following:

(a) A violation of this chapter shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-3014 General penalty.

Section 8-3014 shall be deleted and replaced with the following:

Violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of debt if the offender does not

pay the penalty within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Citation shall be in writing, signed by the code enforcement officer and shall be delivered or mailed to the offender either at the residence or at the place of business or at the place where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such civil penalty may be joined in action for appropriate equitable or other legal remedy, including injunctions and orders of abatement and including an action to recover damages owing to the town by reason of expenses incurred by the town in abating, correcting, limiting and otherwise dealing with the harmful effects of the offending action.

Section 8-4011 Penalties.

Section 8-4011 shall be deleted and replaced with the following:

(a) Any violation of the articles of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of a debt if the offender does not pay within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Violators shall be issued a written citation. Such citation shall be served by either first class mail, personal service or posted at the front door. Any of these methods of service shall be conclusively presumed to be valid, and no owner or occupant shall refuse service of the citation.

(b) Each day's continuing violation shall be considered a separate and distinct offense.

(c) Notwithstanding subsection (a) above, provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction.

Section 8-6001 Unnecessary noises prohibited; enforcement and penalties.

Section 8-6001(b)(3) shall be deleted and replaced with the following:

(3) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6023 Gambling.

Section 8-6023 shall be deleted and replaced with the following:

If any person play at any game of chance at which any money, property or other thing of value is bet, whether the same be in stake or not, both those who play and those who bet thereon shall be guilty of a Class 3 misdemeanor as provided by G.S. 14-4(a) and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6024 Indecent exposure.

Section 8-6024 shall be deleted and replaced with the following:

Any person who in any place willfully exposes his person, or private parts thereof, in the presence of one or more persons of the opposite sex whose person, or the private parts thereof, are similarly exposed, or who aids or abets in any such act, or who procures another so as to expose his person, or the private parts thereof, shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall willfully make any indecent public exposure of the private parts of his person in any public place, street or highway shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-10005 Penalty.

Section 8-10005 shall be deleted and replaced with the following:

April 4, 2022, MB#31

Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1085 Issue of complaint; hearing; determination of unfit dwelling; abatement procedure.

Section 9-1085(d) shall be deleted and replaced with the following:

(d) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the official may cause such to be repaired, altered or improved or to be vacated and closed, and may cause to be posted on the main entrance of any dwelling so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1088 Unauthorized removal of posted complaint, notice or order.

Section 9-1088 shall be deleted and replaced with the following:

No person without the written consent of the town manager or appointed agent shall remove or permit the removal of any complaint, notice or order posted in accordance with the provisions of this article. Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1099 Failure to comply with order.

Section 9-1099 shall be deleted and replaced with the following:

If the owner of a building or structure fails to comply with an order issued pursuant to G.S. 160A-429 from which no appeal has been taken, or fails to comply with an order of the Town Council following an appeal, he or she shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less, as provided by G.S. 14-4. Every day such person shall willfully fail or refuse to comply with any final order or direction of the code enforcement officer or Town Council made by virtue and in pursuance of this article shall constitute a separate and distinct offense.

Section 9-2006 Penalties for violation.

Section 9-2006 shall be deleted and replaced with the following:

After the effective date of this chapter, any person who, being the owner or agent of the owner of any land located within the jurisdiction of this chapter, thereafter subdivides such land in violation of the chapter or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under such chapter and recorded in the office of the Burke County register of deeds, shall be subject to the penalties listed below. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The town, through its attorney or other official designated by the Council, may enjoin illegal subdivision, transfer, or sale of land by injunction.

(a) A violation of this chapter shall be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the tax collector at the Valdese Town Hall within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) The provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all, or a combination of the remedies authorized herein.

Section 9-3120 Penalties for violations.

Section 9-3120 shall be deleted and replaced with the following:

(a) Any person who shall violate a section of this chapter punishable by criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

(b) A violation of this chapter shall also be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the town within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) In addition to the penalties imposed under Subsections 9-3120(a) and (b) above, the provisions of this chapter may also be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all or a combination of the remedies authorized herein.

Section 9-3133 Proceedings of the Board of Adjustment.

Section 9-3133(b) shall be deleted and replaced with the following:

(b) The Chair of the Board or any member acting as Chair and the Clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the Board of Adjustment, willfully swears falsely shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-3170 Penalties.

Section 9-3170 shall be deleted and replaced with the following:

Any person found guilty of violating any provisions of this article shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3203.8 Penalties for violation.

Section 9-3203.8 shall be deleted and replaced with the following:

A violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations. Nothing herein contained shall prevent the town from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 9-3204.3 Duties and responsibilities of the Floodplain Administrator.

Section 9-3204.3(16) shall be deleted and replaced with the following:

(16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Any person found guilty of violating a stop work order shall be subject to a civil penalty in the amount of fifty dollars (\$50.00)

April 4, 2022, MB#31

per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3204.4 Corrective procedures.

Section 9-3204.4(5) shall be deleted and replaced with the following:

(5) Failure to comply with order. If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, he or she shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3305.2 Remedies and penalties.

Section 9-3305.2(c) shall be deleted.

Section 9-3503 Remedies and penalties.

Section 9-3503(a)(6) shall be deleted.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Ogle made a motion to adopt the ordinance amendment subject to confirmation at the next Council meeting, seconded by Councilman Thompson. The vote was unanimous.

APPROVED KENWOOD RADIOS FOR VIPER SYSTEM: Police Chief Jack Moss shared that the Police Department needs new radios. Chief Moss explained that in 2010, the Police Department purchased VIPER radios to use on the State of North Carolina Viper radio system. All law enforcement agencies in Burke County utilize the same system. Chief Moss said their current radios are not compatible with the new VIPER system requirements and will not be able to program to meet this update. Instead, Chief Moss recommends Kenwood radios to adhere to the new requirements.



Chief Moss is recommending the approval of purchasing 16 handheld radios and 22 mobile radios at the cost of \$83,177.04. Chief Moss will try to surplus the current radios they have.

Councilman Ogle made a motion to approve the purchase of the radios in the amount of \$83,177.04, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED AWARDING CONTRACT FOR POOL BOILER REPLACEMENT: Parks and Recreation Director David Andersen presented an award of contract for the pool boiler replacement. Mr. Andersen shared that he started to have some issues with the six-year-old boiler a few months ago with the heat exchanger. Mr. Andersen feels that it needs to be replaced. Mr. Andersen recommends awarding the contract to Hickory Sheet Metal Co., Inc. in the amount of \$25,000(not to exceed). This company has the most comprehensive scope of work and services. (Other bid: Link Boiler and Mechanical of Hickory, NC - \$24,800) Mr. Andersen explained that there was a crack in the heat exchange leading to high carbon monoxide emissions.

Current Boiler: Installed 2016

- Exclusively heats pool water
- Located adjacent to pump room
- Estimated life span 6-8 years serving as commercial pool heater
- Crack in heat exchange leading to high carbon monoxide emissions

Councilman Ogle made a motion to approve the boiler replacement and contract with Hickory Sheet Metal Co., Inc., in the amount of \$25,000, seconded by Councilman Thompson. The vote was unanimous.

Councilman Mears asked Mr. Andersen to address how this affects the aquatics memberships. Mr. Andersen explained that if they were unable to provide services to patrons, they would freeze their membership until it was available.

APPROVED BUDGET AMENDMENTS: Finance Director Bo Weichel presented the following budget amendments:

Budget Amendment #

12

Subject: Kenwood Radios for Viper System

Description: Kenwood is extending a special limited time pricing for radios that will be compatible with updates to the Viper communications system. These radios cover Police mobile and portable needs as well as Fire mobiles. This does not include Fire portable needs as these are not eligible with the special pricing being offered. This special pricing will save the town \$31,387 compared to waiting until July.

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		77,918
Total		\$0	\$77,918

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5100.740	Capital Outlay	77,918	
Total		\$77,918	\$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.

Budget Amendment #

13

Subject: Donation for Stage project

Description: To accept a private donation to the stage project behind Old Rock School

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3350.000	Donations		2,500
Total		\$0	\$2,500

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6250.740	Capital Outlay	2,500	
Total		\$2,500	\$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.

Budget Amendment #

14

Subject: Sewer Line Repair

Description: This repair was identified as a priority need in the AIA Wastewater Grant study recently presented at the March meeting. This replaces 590 feet of failing sewer line and three manholes that are creating an environmental issue south of the railroad tracks.

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Utility Fund Balance Appropriated		59,025
	Total	\$0	\$59,025

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8120.740	Capital Outlay	59,025	
	Total	\$59,025	\$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.

Budget Amendment #

15

Subject: Paving Assesment Plan

Description: This study of Town street conditions will provide the Town an updated list of priority streets.

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3430.000	Powel Bill Allocations		14,300
Total		\$0	\$14,300

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5700.450	Contracted Services	14,300	
Total		\$14,300	\$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.

Budget Amendment #

16

Subject: Replace Boiler Unit for Pool

Description: The installation of a replacement pool heater consisting of a LAARS Boiler that is a direct fit.
Proposal includes all equipment, removal of the existing unit, and controls.

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		25,000
Total		\$0	\$25,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay	25,000	
Total		\$25,000	\$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 Lowman made a motion to approve the aforementioned Budget Amendments, seconded by Councilman Ogle. The vote was unanimous.

APPROVED CAPITAL PROJECT BUDGET ORDINANCE – VALDESE BLUFFS WATER LINE

EXTENSION: Finance Director Bo Weichel presented the following capital project budget ordinance:

TOWN OF VALDESE
VALDESE BLUFFS WATER LINE EXTENSION
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the Town Council of the Town of Valdese that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted.

Section 1. The project authorized is Valdese Bluffs Water Line Extension. Project proposes extension of an existing 12-inch water main in the project area for a length of approximately 725 LF with ductile iron pipe.

The ARP Project Grant for the Valdese Bluffs Water Line Extension component will be one hundred percent of eligible project costs up to a maximum of \$80,403.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the program ordinance and the budget contained herein.

Section 3. The following revenues are anticipated to be available to contribute to this project:

Source	Amount	Assigned Account Number
--------	--------	-------------------------

April 4, 2022, MB#31

ARP Grant	80,403	51.3000.002

	\$ 80,403	
	=====	

Section 4. The following amounts are appropriated for the project:

Source	Amount	Assigned Account Number
Planning	\$ 6,015	51.8110.100
Design	6,200	51.8110.200
Construction	68,188	51.8110.800

	\$ 80,403	
	=====	

Section 5. The finance officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to town council required by the program procedures, loan agreement(s), grant agreement(s) and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The finance officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of the past and future cost and revenues on this project in every budget submission made to this board.

Section 9: Copies of this project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 4th day of April, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Mears made a motion to approve the aforementioned capital project budget ordinance, seconded by Councilman Ogle. The vote was unanimous.

APPROVED CAPITAL PROJECT BUDGET ORDINANCE – VALDESE BLUFFS SEWER LINE EXTENSION: Finance Director Bo Weichel presented the following capital project budget ordinance:

TOWN OF VALDESE
VALDESE BLUFFS SEWER LINE EXTENSION
CAPITAL PROJECT BUDGET ORDINANCE

Be it ordained by the Town Council of the Town of Valdese that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted.

Section 1. The project authorized is Valdese Bluffs Sewer Line Extension. Project proposes the extension of approximately 1,985 LF of 12-inch gravity sewer lines, aerial pier supports and associated manholes and new precast concrete manholes. Sanitary sewer pipe will be long-span ductile iron type where necessary for aerial spans and as required by depth. The ARP Project Grant for the Valdese Bluffs Sewer Line Extension component will be one hundred percent of eligible project costs up to a maximum of \$721,580.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the program ordinance and the budget contained herein.

Section 3. The following revenues are anticipated to be available to contribute to this project:

April 4, 2022, MB#31

Source	Amount	Assigned Account Number
ARP Grant	721,580	52.3000.002

	\$ 721,580	
	=====	

Section 4. The following amounts are appropriated for the project:

Source	Amount	Assigned Account Number
Planning	\$ 56,455	52.8110.100
Design	44,110	52.8110.200
Construction	621,015	52.8110.800

	\$ 721,580	
	=====	

Section 5. The finance officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to town council required by the program procedures, loan agreement(s), grant agreement(s) and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The finance officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of the past and future cost and revenues on this project in every budget submission made to this board.

Section 9: Copies of this project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 4th day of April, 2022.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Thompson made a motion to approve the aforementioned capital project budget ordinance, seconded by Councilwoman Lowman. The vote was unanimous.

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

Coffee with the Chief, Thursday, April 14, 2022, 9:00 a.m. at Old World Baking Company.

Town Council Budget Workshop Dinner Meeting, Thursday, April 14, 2022, Town Hall, Community Room, 6:00 p.m. (The location was changed from the Waldensian Room ORS to the Community Room TH.)

Town Offices closed Friday, April 15, 2022, in observance of Good Friday Holiday.

Town Council Budget Workshop #2 Meeting, Monday, April 25, 2022, Town Hall, Community Room, 6:00 p.m. (The location was changed from the Waldensian Room ORS to the Community Room TH.)

Spring Craft Market, Saturday, April 30, 2022, ORS Temple Field, 9:00 am.

MAYOR AND COUNCIL COMMENTS:

Councilman Mears asked for an update on the Tiger Gym. Town Manager Seth Eckard shared that staff is working with contractors to get recommendations and cost estimates for repair. Mr. Eckard also shared that at the May meeting, we would have contractors and cost estimates for the Wayne Owens gym renovation project and the locker rooms and bathrooms at the gym.

April 4, 2022, MB#31

Councilman Mears shared that he received a call from a citizen who was parked on Main Street and had her car hit. Councilman Mears asked what are some ways we can make Main Street safer. Police Chief Jack Moss shared that the Police are up and down Main Street all the time and spend time monitoring the speed of cars.

Mayor Watts thanked the staff for their hard work on the Budget Retreat. Mayor Watts also thanked Council for their participation in the Budget Retreat.

Mayor Watts congratulated the Fire Department for receiving a reduction in our fire insurance rating through the NC State Fire Marshall's office. The Fire Department went from a Class 4 to a Class 3.

Mayor Watts had a citizen tell him how wonderful our Downtown looks. Mayor Watts thanked Community Affairs Director Morrissa Angi and Public Works for all their hard work in the Downtown area.

ADJOURNMENT: At 6:52 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 2, 2022, 6:00 p.m.

Town Clerk
jl

Mayor