



**Town of Valdese  
Town Council Meeting  
Valdese Town Hall  
102 Massel Avenue SW, Valdese  
Monday, June 3, 2019  
6:00 P.M.**

- 1. Call Meeting to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**

**4. Informational Items:**

- A. Communication Notes
- B. Reading Material

**5. Open Forum/Public Comment**

**6. Consent Agenda**

All items below are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event, the item will be removed from the Consent Agenda and considered under Item 7.

- A. Approval of Regular Meeting Minutes of May 6, 2019
- B. Approval of Special Meeting Minutes of May 9, 2019
- C. Approval of Valdese ABC Board Travel Policy
- D. VEDIC Board of Directors Appointments
- E. Renewal of Lease Agreement at the Old Rock School with Dream Connections
- F. Resolution Eliminating Schedule of Discounts Applied to Taxes

**7. New Business**

- A. Introduction of New Employee
- B. Appointment of Kimberly Cline as Tax Collector
- C. Presentation of FY 2019-2020 Proposed Budget and Scheduling of Public Hearing for Monday, June 24, 2019
- D. Edelweiss Subdivision Preliminary Plat Approval Request
- E. Façade Grant Request

**8. Manager's Report**

- A. Next WNC Rail Committee Meeting is scheduled for Monday, June 17, 2019, 11:30 a.m. at Valdese Town Hall
- B. Next Regular Council meeting scheduled for Monday, June 24, 2019, 6 p.m.
- C. Independence Day Celebration, Friday, June 28, 2019, 7 p.m.

**9. Mayor and Council Comments**

**10. Adjournment**

## COMMUNICATION NOTES

**To:** Mayor Black  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** May 31, 2019

**Subject:** Monday, June 3, 2019 Council Meeting

### 6. Consent Agenda

#### A. Approval of Regular Meeting Minutes of May 6, 2019

#### B. Approval of Special Meeting Minutes of May 9, 2019

#### C. Approval of Valdese ABC Board Travel Policy

Enclosed in the agenda packet is the Valdese ABC Board Travel Policy for FY 19-20. It is required that the appointing authority annually approve the policy as the Valdese ABC Board does not use the state's ABC travel policy. After approval, the Clerk will certify the minutes and Ms. Caruso will submit the approved policy to the ABC Commission in Raleigh.

#### D. VEDIC Board of Directors Appointments

The VEDIC Board of Directors recommends the reappointment of TR Robinson (second term) and appointment of Forrest Fleming (first term) to the VEDIC Board. The three-year-terms will expire July 1, 2022.

#### E. Renewal of Lease Agreement at the Old Rock School with Dream Connections

Enclosed in the agenda packet is a lease agreement with Dream Connections for rental space at the Old Rock School, in the amount of \$1,045.00 per month. The monthly rate for FY 18-19 was \$970.00 per month.

#### F. Resolution Eliminating Schedule of Discounts Applied to Taxes

Enclosed in the agenda packet is a memo from Finance Director Bo Weichel and Resolution Eliminating Schedule of Discounts Applied to Taxes. The Town offers an early payment discount on ad valorem taxes for payments made in July and August; a 2% discount is given for payments received in July and 1% for payments received in August. Upon approval, all tax discounts will be eliminated for tax year 2019 and all subsequent years.

### 7. New Business

#### A. Introduction of New Employee

Finance Director Bo Weichel will introduce Accounting Technician Kimberly Cline. Ms. Cline is filling the vacancy from Apryl Hardin transferring to Public Works.

**B. Appointment of Kimberly Cline as Tax Collector**

Mayor Black will offer the charge to collect taxes and Deputy Town Clerk Courtney Kennedy will administer the oath.

**C. Presentation of FY 2019-2020 Proposed Budget and Scheduling of Public Hearing for Monday, June 24, 2019**

Town Manager Seth Eckard will present the FY 2019-2020 Proposed Budget to Council.

**Requested Action:** Staff requests that Council set the Public Hearing date for Monday, June 24, 2019, 6:00 p.m., Valdese Town Hall.

**D. Edelweiss Subdivision Preliminary Plat Approval Request**

Enclosed in the agenda packet is a memo and map from Planning Director Larry Johnson regarding the Edelweiss Subdivision Preliminary Plat. This subdivision will be developed at the former Harris Avenue Wastewater Treatment Facility property. At their meeting on May 28<sup>th</sup>, the Valdese Planning Board found that the preliminary plat is in compliance with requirements of the Valdese Subdivision Regulations.

**Requested Action:** Staff recommends that Council approve the Edelweiss Subdivision Preliminary Plat.

**E. Façade Grant Request**

Enclosed in the agenda packet is a memo from Community Affairs Director Morrissa Angi and a request from The Valdese Stitchery for a Main Street Program Façade Grant in the amount of \$5,000 to assist with the replacement of windows and installation of an ADA compliant front door. The estimated cost of the project is \$18,000.

**Requested Action:** Staff recommends that Council approve the request for a Façade Grant from The Valdese Stitchery in the amount of \$5,000.

# READING MATERIAL



**VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT****April 1st-30th, 2019**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF APRIL, 2019. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<b><u>ACTIVITY / FUNCTION</u></b>	<b><u>TOTAL HOURS</u></b>
STATION DUTY	107 HOURS
VEHICLE DUTY	128 HOURS
EQUIPMENT DUTY	45 HOURS
FIRE ADMINISTRATION	235 HOURS
TRAINING ADMINISTRATION	6 HOURS
MEETINGS	24 HOURS
FIRE PREVENTION ADMINISTRATION	30 HOURS
FIRE PREVENTION INSPECTIONS	26 HOURS
<b><u>TYPE / NUMBER OF INSPECTIONS:</u></b>	
ASSEMBLY	1
BUSINESS	8
EDUCATIONAL	0
FACTORY	0
HAZARDOUS	0
MERCANTILE	4
RESIDENTIAL	6
STORAGE	3
<b>TOTAL INSPECTIONS:</b>	<b>22</b>
<b><u>VIOLATIONS NOTED:</u></b>	<b>320</b>
SAFE KIDS ADMIN/CRS INSPECTIONS	18 HOURS
PUBLIC RELATIONS	4 HOURS
HYDRANT MAINTENANCE	10 HOURS
SAFETY ADMINISTRATION	20 HOURS
PHYSICAL TRAINING	1 HOURS
TRAINING	49 HOURS
ON-DUTY EMERGENCY RESPONSES	46 HOURS
OFF-DUTY EMERGENCY RESPONSES	30 HOURS
FIRE/MEDICAL STANDBY	0 HOURS
OFF-DUTY TRAINING	38 HOURS
<b>TOTAL TRAINING MANHOURS:</b>	
(INCLUDES VOLUNTEER FIREFIGHTERS)	<b>200 HOURS</b>

**FIRE DEPARTMENT EMERGENCY RESPONSES:****FIRE:**

ALARM	5
GAS ODOR/SPILL	1
TREE/LINE DOWN	1
MUTUAL AID TO STATION 63	3
MUTUAL AID TO STATION 67	1
MUTUAL AID TO STATION 74	1
ELECTRICAL	2
COOKING	2
OUTSIDE FIRE	2
STANDBY	1
GOOD INTENT	<u>1</u>
	<b>20</b>

**MEDICAL:**

ABDOMINAL PAIN	0
ALLERGIC REACTION	1
ASSAULT	0
ASSIST EMS	1
BACK PAIN	1
CANCELLED ENROUTE	0
CARDIAC	1
CHEST PAIN	5
CHOKING	0
CODE BLUE	0
DIABETIC	0
DOA	0
FAINTING	0
FALL	7
HEADACHE	1
LACERATION/HEMORRAGE	0
MOTOR VEHICLE ACCIDENT	1
OTHER	0
OVERDOSE/INTOXICATED	0
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	4
SEIZURE	2
SICK	6
STABBING	0
STROKE	1
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>0</u>
	<b>31</b>

**FIRE AND MEDICAL:****0****TOTAL: 51 RESPONSES**

Respectfully Submitted,  
Charles Watts, Chief  
Valdese Fire Department



**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
MAY 6, 2019**

The Town of Valdese Town Council met on Monday, May 6, 2019, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, Deputy Town Clerk Courtney Kennedy, and various department heads.

Absent: None.

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:** None.

**CONSENT AGENDA:** (enacted by one motion)

**APPROVED REGULAR MEETING MINUTES OF APRIL 1, 2019**

**APPROVED BUDGET WORKSHOP MINUTES OF APRIL 15, 2019**

**APPROVED AMENDED VEDIC BYLAWS** The Valdese Economic Development Investment Corporation recommended the following bylaws amendment:

BYLAWS  
OF  
VALDESE ECONOMIC DEVELOPMENT  
INVESTMENT CORPORATION

ARTICLE I  
OFFICE

SECTION 1.1 PRINCIPAL OFFICE. The principal office of the Corporation shall be located at such place as the Board of Directors may fix from time to time.

SECTION 1.2 REGISTERED OFFICE. The registered office required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

SECTION 1.3 OTHER OFFICES. The Corporation may have offices at such other places as the Board of Directors may designate or as the affairs of the Corporation may require from time to time.

ARTICLE II  
MEMBERSHIP

SECTION 2.1 MEMBERS. The Corporation shall have no members.

ARTICLE III  
BOARD OF DIRECTORS

SECTION 3.1 MANAGEMENT OF THE CORPORATION. The property, affairs and business of the Corporation shall be managed by the Board of Directors.

SECTION 3.2 NUMBER AND TENURE. The Corporation shall be governed by a Board of Directors consisting of twenty-two (22) members. The following nonprofit corporations and governmental entities shall appoint fourteen (14) of the directors:

1. Town of Connelly Springs. The Connelly Springs Town Council shall appoint a representative to represent the Town of Connelly Springs.

2. Town of Hildebran. The Hildebran Town Council shall appoint a representative to represent the Town of Hildebran.
3. Burke County. The Burke County Commissioners shall appoint two (2) representatives to represent Burke County.
4. City of Morganton. The Morganton City Council shall appoint a representative to represent the City of Morganton.
5. Burke County Travel and Tourism Authority. The Burke County Travel and Tourism Authority shall appoint a representative to represent the Burke County Travel and Tourism Authority.
6. Town of Rutherford College. The Rutherford College Town Council shall appoint a representative to represent the Town of Rutherford College.
7. Town of Drexel. The Drexel Town Council shall appoint a representative to represent the Town of Drexel.
8. Town of Glen Alpine. The Glen Alpine Town Council shall appoint a representative to represent the Town of Glen Alpine.
9. Town of Longview. The Longview Town Council shall appoint a representative to represent the Town of Longview.
10. Town of Rhodhiss. The Rhodhiss Town Council shall appoint a representative to represent the Town of Rhodhiss.
11. Burke County Chamber of Commerce. The Burke County Chamber of Commerce shall appoint a representative to represent the Burke County Chamber of Commerce.
12. An at large representative appointed by BDI.
13. An at large representative appointed by Western Piedmont Council of Governments.

Each of these fourteen (14) directors shall serve until such time as a replacement for that director is appointed by the governmental entity or nonprofit corporation that director represents and is qualified.

The Town Manager of the Town of Valdese shall be an ex-officio voting member of the Board of Directors. The other seven (7) directors shall be appointed by the Valdese Town Council, and they shall serve three-year staggered terms. The term of three (3) of these directors shall begin July 1, 2012; the term of three (3) of these directors shall begin July 1, 2013; and the term of two (2) of these directors shall begin July 1, 2014. Thereafter, prior to each July 1, the same number of directors whose terms are expiring shall be appointed by the Valdese Town Council. The seven (7) directors appointed by the Valdese Town Council may serve three (3) consecutive three-year terms, after which the director must be off of the board for at least one (1) year before being eligible to serve again.

**SECTION 3.3 RESIGNATION.** Any director, other than the Town Manager, may resign at any time by giving notice thereof in writing to the Chairman or Secretary of the corporation. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time such resignation is received by the Chairman or Secretary.

**SECTION 3.4 VACANCIES.** In the event of a vacancy in the members of the Board of Directors appointed by the Town Council, the remaining directors shall continue to act and such vacancy shall be filled by appointment of a successor by the Town Council of the Town of Valdese. In the event of a vacancy in the members of the Board of Directors appointed by the nonprofit corporations and governmental entities, the remaining directors shall continue to act and such vacancy shall be filled by a successor appointed by the nonprofit corporations and governmental entities as provided in Section 3.2. Any director appointed by the Town Council of the Town of Valdese for the unexpired three-year term of one of the directors the Town Council appoints shall hold office for the unexpired portion of the term of the person who the newly appointed director succeeds, or until he shall resign or shall become disqualified.

**SECTION 3.5 COMPENSATION.** Directors and officers of the Corporation shall not receive any salary or fee for services rendered to the Corporation as a director or officer, but shall be entitled to reimbursement

for reasonable expenses incurred by them on behalf of the Corporation subject to approval of the Chairman or of the Treasurer in the case of expenses incurred by the Chairman; but nothing herein shall be construed to preclude a director from serving the Corporation in any other capacity and receiving reasonable compensation therefore, subject to the approval of the Board of Directors.

**SECTION 3.6 DUTIES.** Each director shall discharge his duties as a director, including his duties as a member of a committee, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the best interest of the Corporation.

#### ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

**SECTION 4.1 PLACE.** The Board of Directors may hold meetings, both regular and special, at such place as the Board of Directors shall determine.

**SECTION 4.2 REGULAR MEETINGS.** Regular meetings shall be conducted at prearranged times and places for the conducting of the business of the Corporation as established by the Board of Directors. The Board of Directors shall hold a regular meeting at least once each quarter.

**SECTION 4.3 ANNUAL MEETING.** The Board of Directors meeting for the election of officers and the transaction of any other business shall be held during the month of July.

**SECTION 4.4 SPECIAL MEETINGS.** Special meetings may be called by the Chairman on at least one days' notice to each director; and special meeting shall be called by the Chairman in like manner and on like notice if requested in writing by two or more directors.

**SECTION 4.5 QUORUM AND VOTING.** At all meetings of the Board of Directors, a majority of the entire board shall constitute a quorum for the transaction of the business, and a vote of the majority of the directors present and voting in person shall be the act of the Board of Directors, except where the Articles of Incorporation, these Bylaws or North Carolina law requires a greater vote. For all votes from the Loan Review Committee established under Section 6.4, a majority of that advisory committee shall constitute a quorum and a majority of the members of that committee present and voting in person or via email shall be the act of the Loan Review Committee.

**SECTION 4.6 MEETING BY TELEPHONE.** Any member of the Board of Directors or a committee may participate in a meeting of the Board of Directors or a committee meeting by means of a conference telephone or similar communications device which allows all persons participating in the meeting to hear each other, and such participation in a meeting shall be deemed to constitute presence in person at such meeting.

**SECTION 4.7 CONSENT.** Whenever a vote of directors is required or permitted to be taken in connection with any action, the meeting of directors may be dispensed with, but only if all of the directors consent in writing to such action being taken.

**SECTION 4.8 REMOVAL.** The Board of Directors may remove any director, other than the Town Manager of the Town of Valdese, who is absent from three (3) consecutive scheduled meetings or who is absent from more than 50% of the board meetings during any fiscal year.

#### ARTICLE V OFFICERS

**SECTION 5.1 OFFICERS.** The officers of the Corporation shall be a Chairman, a Vice Chairman, a Secretary and a Treasurer. All of the officers shall be elected from the membership of the Board of Directors.

**SECTION 5.2 ELECTION.** Each officer shall be elected by the Board of Directors at its organizational meeting and thereafter at its annual meeting and shall hold office until the annual meeting of the Board of Directors held next after his election or until his death or until he shall resign or shall have been disqualified or shall have been removed from office.

**SECTION 5.3 REMOVAL.** Any officer may be removed by a majority vote of all directors at a special meeting called for that purpose whenever in their judgment the officer's removal will be in the best interest of the Corporation.

**SECTION 5.4 ADDITIONAL OFFICERS.** The Board of Directors may create and elect from time to time such additional officers as in its opinion are desirable for the conduct of the business of the Corporation.

**SECTION 5.5 VACANCIES.** If an office becomes vacant for any reason, the Board of Directors shall fill such vacancy. Any officer so elected by the Board of Directors shall fill the unexpired term of his predecessor.

**SECTION 5.6 CHAIRMAN.** The Chairman shall preside at all meetings of the Board of Directors and the Executive Committee at which he may be present. The Chairman shall do and perform such other duties as from time to time may be assigned to him by the Board of Directors.

**SECTION 5.7 VICE CHAIRMAN.** At the request of the Chairman, or in his absence or disability, the Vice Chairman shall perform all of the duties of the Chairman and when so acting, shall have all powers of and be subject to all restrictions upon the Chairman. The Vice Chairman shall perform such other duties and have such authority as from time to time may be assigned to him by the Board of Directors.

**SECTION 5.8 SECRETARY.** The Secretary shall keep the minutes of the meetings of the Board of Directors and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall be the custodian of the records, books, reports, statements, and other documents of the Corporation and seal of the Corporation, and see that the seal is affixed to all documents requiring such seal. In general, the Secretary shall perform all duties and possess all authority incident to the office of secretary, and he shall perform such other duties and have such other authority as from time to time may be assigned to him by the Board of Directors.

**SECTION 5.9 TREASURER.** The Treasurer shall have supervision over the funds, securities, receipts, and disbursements of the Corporation. The Treasurer shall in general perform all duties and have all authority incident to the office of treasurer and shall perform such other duties and have such other authority as from time to time may be assigned or granted to him by the Board of Directors.

**SECTION 5.10 EXECUTIVE DIRECTOR.** The Executive Director will manage all day to day duties associated with VEDIC in accordance with the policies and procedures and bylaws, as approved by the VEDIC Board of Directors. He or she will perform a broad variety of tasks including, but not limited to, managing the process for all loan application requests, meeting with the borrower to analyze organization and proposed project and compilation of all needed loan documents, underwrite and present to the Loan Review Committee, coordinate legal services and attend loan closings, sign loan documents on behalf of the Board of Directors, provide and oversee technical assistance, board operations, maintain records and correspondence, fund development and management, marketing, grant applications, budget officer and manage other VEDIC employees. He or she will be responsible for representing the organization in its lending and helps to set strategic direction in lending based on overall loan portfolio. The Executive Director serves at the pleasure of the Board of Directors. In the absence of the Executive Director, such duties will be given to the Chairman.

**SECTION 5.11 DUTIES OF OFFICERS MAY BE DELEGATED.** In the case of the absence of any officer of the Corporation or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the power or duties of such officer to any other officer or to any director for such period of time as the Board of Directors may determine.

## ARTICLE VI COMMITTEES

**SECTION 6.1 STANDING COMMITTEES.** The Board of Directors shall have the following standing committees: Executive Committee, Nominating Committee and the Loan Review Committee.

**SECTION 6.2 COMPOSITION, DUTIES AND RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE.** The Chairman shall serve as the Chairman of the Executive Committee. The Executive Committee shall consist of the officers of the Corporation and such others as may be designated by the Chairman and approved by the Board of Directors. The duties of the Executive Committee are to advise the Chairman, Executive Director and the Board of Directors on Corporation business, review and recommend loan and grant applications and perform such other duties as may be assigned by the Board of Directors.

**SECTION 6.3 COMPOSITION, DUTIES AND RESPONSIBILITIES OF THE NOMINATING COMMITTEE.** The Nominating Committee shall consist of at least three (3) directors and such other persons, who need not be directors, appointed by the Chairman. The duties of the Nominating Committee are to seek out and recommend qualified individuals to serve as directors of the Corporation. The names of potential directors shall be

submitted by the Nominating Committee to the Board of Directors, and the Board of Directors shall recommend individuals, who need not be persons nominated by the Nominating Committee, to the Town Council for its consideration and approval as directors of the Corporation.

**SECTION 6.4 COMPOSITION, DUTIES AND RESPONSIBILITIES OF THE LOAN REVIEW COMMITTEE.** The Loan Review Committee shall consist of at least five (5) members recommended by the Executive Director and appointed by the Board of Directors. The Loan Review Committee shall make recommendations as to whether to deny or approve all loan applications for which only businesses located within the VEDIC service area are eligible. See VEDIC work plan for service area details. The Board of Directors shall review and vote on such recommendations made by the Loan Review Committee.

**SECTION 6.5 SPECIAL COMMITTEES.** The Board of Directors may from time to time organize such other committees or advisory committees as it deems necessary to carry out the objectives of the Corporation.

**SECTION 6.6 CHAIRMAN OF COMMITTEES.** The Chairman shall act as Chairman of the Executive Committee. The Loan Review Committee shall elect the chairman of that committee. The Chairman shall appoint all other committee chairmen.

## ARTICLE VII NOTICES

**SECTION 7.1 FORM/DELIVERY.** Notices to directors shall be in writing and may be delivered personally or by mail or electronic media to the director's address appearing on the records of the corporation.

**SECTION 7.2 WAIVER.** Whenever a notice is required to be given by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to such notice.

## ARTICLE VIII CONTRACTS, LOANS, CHECK, DRAFTS, ETC.

**SECTION 8.1 CONTRACTS.** The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or to execute or deliver any instruments on behalf of the Corporation, and such authority may be general or confined to specific instances. Any contract or other action that will or may result in the expenditure of more than \$10,000 of Corporation funds must be approved by the Board of Directors.

**SECTION 8.2 LOANS.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name, unless and except as authorized by the Board of Directors. Any officer or agent of the Corporation so authorized may effect loans or advances for the Corporation and for such loans and advances may make, execute, and deliver promissory notes, bonds, or other evidences of indebtedness of the Corporation. Any such officer or agent, when thereunto so authorized, may mortgage, pledge, hypothecate, or transfer as security for the payment of any and all loans, advances, indebtedness, and liabilities of the Corporation any real property and all stocks, bonds, other securities, and other personal property at any time held by the Corporation, and to that end, may endorse, assign, and deliver the same, and do every act and thing necessary or proper in connection therewith. Such authority may be general or confined to specific instances. Any borrowing of an amount in excess of \$10,000 must be approved by the Board of Directors.

**SECTION 8.3 DEPOSITS.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks or trust companies or with such bankers or other depositories as the Board of Directors may select, or as may be selected by any officer or officers or agent or agents of the Corporation to whom such power may from time to time be given by the Board of Directors.

**SECTION 8.4 CHECKS, DRAFTS, ETC.** All notes, drafts, acceptances, checks and endorsements or other evidences of indebtedness shall be signed by the Chairman or a Vice Chairman and by the Secretary or the Treasurer, or in such other manner as the Board of Directors may from time to time determine. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories will be made by the Chairman or Treasurer or by any officer or agent who may be designated by resolution of the Board of Directors in such manner as such resolution may provide.

**SECTION 8.5 GIFTS.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for the any special purpose of the Corporation.



SECTION 8.6 CONFLICT OF INTEREST. No board member may vote or speak to an item that they or an immediate family member may financially benefit from. Immediate family member includes: spouse, children and parents.

## ARTICLE IX GENERAL PROVISIONS.

SECTION 9.1 PURPOSES. This Corporation is organized to assist the Town of Valdese in the promotion, stimulation, development and advancement of the business prosperity and economic welfare of the Town and its citizens; to encourage and assist in any lawful manner the location of new business and industry in the Town; to assist existing business and industry in the Town; and to cooperate and act in conjunction with other organizations, public and private, in the promotion and advancement of industrial, commercial, and recreational developments in the Town. Because a strong county-wide and regional economy is essential to the economic well-being of the citizens of Valdese and the surrounding counties, the Corporation is authorized to seek funding for and establish loan and grant programs to increase the business activity in the entirety of Burke County and the surrounding counties. The Corporation is also authorized to seek funding for and establish loan and grant programs serving such other North Carolina counties as the Board of Directors determines to be in the best interest of the Corporation.

SECTION 9.2 DISSOLUTION. The Corporation may be dissolved only by a two-thirds (2/3) vote of all of the members Board of Directors of the Corporation. Upon dissolution of the Corporation, the remainder of the Corporation's assets, after all liabilities and obligations of the Corporation have been paid and discharged, or adequate provisions made therefore, shall be distributed to the Town of Valdese.

SECTION 9.3 LIMITATION ON LIABILITY. No officers, director, or employee shall be liable for his actions acting in such capacity, which actions are taken in good faith, provided that such officers, directors, or employees, may be liable for gross negligence or willful misconduct. The Corporation agrees to indemnify its officers, directors, and employees for any expenses, claims, or liabilities, suffered by or against any of such persons acting in their respective capacities as officers, directors, or employees of the Corporation, to the extent permissible by law. Such indemnification shall not apply to the extent that such actions of the officers, directors, or employees constitute gross negligence or willful misconduct.

SECTION 9.4 CORPORATE SEAL. The corporate seal shall be in such form as shall be approved from time to time by the Board of Directors.

SECTION 9.5 FISCAL YEAR. The fiscal year of the Corporation shall be from July 1 to June 30.

SECTION 9.6 AMENDMENT TO BYLAWS. These Bylaws may be amended or repealed and new bylaws may be adopted by affirmative vote of a majority of the directors then holding office at any meeting of the Board of Directors; however, notice of the proposed action and text of the proposed bylaw amendment must be provided to the directors at least five (5) days before the meeting at which action on the proposed amendment is to be taken or such notice must have been waived by all of the directors; and provided further that the bylaws relating to the appointment and tenure of the directors appointed by the Valdese Town Council and the bylaws relating to the composition, duties and responsibilities of the Loan Review Committee as provided in Section 6.4 shall not be amended without the prior written consent of the Valdese Town Council.

SECTION 9.7 GENDER. As used in these Bylaws, the masculine gender shall be deemed to include the feminine and feminine the masculine.

THIS THE 6<sup>th</sup> DAY OF MAY, 2019.

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

### **APPROVAL OF ORDINANCE DECLARING ROAD CLOSURES FOR TOWN OF VALDESE SPECIAL EVENTS**

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

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

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

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

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

2019 Independence Day Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on June 28, 2019 from 5:00 PM until 11:00 PM.

2019 Waldensian Festival Kickoff Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 9, 2019 from 5:00 PM until 11:00 PM.

2019 Waldensian Festival Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 10, 2019 from 5:30 AM until 11:00 PM.

2019 Valdese Treats in the Streets (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on October 31, 2019 from 3:30 PM until 6:30 PM.

2019 Valdese Christmas Parade (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on December 7, 2019 from 9:30 AM until 12 Noon.

Signs shall be erected giving notice of the limits and times of these street closures as required by G.S. 20-169.

THIS, the 6<sup>th</sup> day of May, 2019.

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

ATTEST: /s/ Town Clerk

**RENEWAL OF LEASE AGREEMENT AT OLD ROCK SCHOOL WITH STILL WATERS COUNSELING, INC.** Annual Lease Agreement at the Old Rock School with Still Waters Counseling, Inc. in the amount of \$305 per month.

## **BUDGET AMENDMENTS**

Valdese Town Council Meeting

Monday, May 06, 2019

Budget Amendment #

28

Subject:

Contracted Services

Memorandum:

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

Proposed Action:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section I:

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

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.450	Contracted Services	3,500	
Total		\$3,500	

This will result in a net increase of \$3500 in the revenues of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Account	Description	Decrease/ Debit	Increase/ Credit
10.3010.141	2014 Ad Valorem Taxes		3,500
Total			\$3,500

Section I:

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

Valdese Town Council Meeting

Monday, May 06, 2019

Budget Amendment #

29

Subject:

Professional Services

Memorandum:

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

Proposed Action:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section I:

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

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.040	Professional Services	3,260	
Total		\$3,260	

This will result in a net increase of \$3260 in the revenues of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Account	Description	Decrease/ Debit	Increase/ Credit
10.3290.000	Interest Earned on Investments		3,260
Total			\$3,260

Section I:

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.

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

### ***End Consent Agenda***

### **ITEMS REMOVED FROM CONSENT AGENDA:**

**REVISED VALDESE TOWN COUNCIL RULES OF PROCEDURES** The Valdese Town Council Rules of Procedures adopted March 7, 2016 have been revised in "Rule 6. Order of Business" to change the order of the agenda, placing the Manager's Report before Mayor and Council Comments.

(NOTE: Rules of Procedures may be found in Ordinance Book No. 9, pg. 146.)

Councilman Ogle made a motion to approve the revised Valdese Town Council Rules of Procedures, as presented, seconded by Councilwoman Hildebran. The vote was unanimous.

**PRESENTATION OF SAFETY AWARDS** Fire Chief Charlie Watts shared that the goal of the Safety Awards Program is to recognize facilities, towns, and companies that go the extra mile to ensure their employees have a safe workplace. The Town of Valdese has achieved that in several departments. Mr. Watts shared that "this is due, in part, because our department heads take such initiative in ensuring employees safety and employees are taking initiative to ensure their own safety." Mr. Watts presented the following safety awards: Administration – 31<sup>st</sup> consecutive year, Water – 2<sup>nd</sup> consecutive year, Wastewater – 3<sup>rd</sup> consecutive year, Fire – 4<sup>th</sup> consecutive year, Community Affairs – 8<sup>th</sup> consecutive year, Public Works – 1<sup>st</sup> year, and Parks & Recreation – 7<sup>th</sup> consecutive year.

**SPECIAL EVENT ORDINANCE AND PERMIT** Community Affairs Director Morrissa Angi presented the Special Event Ordinance and Special Event Permit Application. Ms. Angi shared that the proposed ordinance and application will provide staff with necessary policy guidance to aid in the preparation of special events on public property and within the Downtown District. Ms. Angi informed Council that staff will assist applicants with the completion of the Special Event Permit Application and that only one application is required for reoccurring events, as long as the details of the event remain unchanged.

### **RESOLUTION ADOPTING TOWN OF VALDESE SPECIAL EVENT ORDINANCE**

WHEREAS, the town is fortunate to be able to host more and more public events; and

WHEREAS, an ordinance that would regulate certain special events and an accompanying permit application form have been presented for the town council's consideration; and

WHEREAS, the proposed ordinance would assist the town in coordinating the scheduling of certain special events and it would enable the town to better provide for the public safety;

IT IS THEREFORE ORDAINED by the town council as follows:

1. The Special Event Ordinance (new code sections 11-1001 through 11-1005) presented to the town council at its May 6, 2019, regular meeting is hereby adopted.
2. The town council approves and adopts the Special Event Permit Application as presented. Town staff is authorized to amend this application from time to time as it determines will enable the town to better coordinate special events and provide for the safety of the public.

THIS ORDINANCE SHALL TAKE EFFECT UPON ADOPTION.

THIS, the 6th day of May, 2019.

/s/ JOHN F. BLACK, JR., MAYOR

ATTEST: /s/ TOWN CLERK

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

After discussion, Councilman Ogle made a motion to set the fee for a Special Event Permit at \$10.00 for non-profit events and \$25.00 for profit events, seconded by Councilwoman Hildebran. The vote was unanimous. The fee will be refunded to the applicant if the permit application is denied; the fee is nonrefundable once the permit application is approved.

**CONTRACT WITH WPCOG FOR CODE ENFORCEMENT SERVICES** WPCOG Code Enforcement Officer William "Billy" Rickles, Jr. presented the Agreement between the Western Piedmont Council of Governments and the Town of Valdese for the Provision of Code Enforcement Services. The term of the agreement is May 1, 2019 through June 30, 2021; in the amount of \$56,669.22. The Contract authorizes WPCOG to receive complaints, identify violations, conduct site visits and investigations, issue code violation warning letters and notices of violations, and other code enforcement duties as described in Attachment A of the contract.

Councilman Sweezy made a motion to approve the Agreement with WPCOG for the Provision of Code Enforcement Services in the amount of \$56,669.22; and to appoint William "Billy" Rickles, Jr. as the Town of Valdese Code Enforcement Officer, seconded by Councilman Ogle. The vote was unanimous. Deputy Town Clerk Courtney Kennedy will administer the oath of office at a later date.

**ADOPTION OF WPCOG CODE ENFORCEMENT ORDINANCES** Code Enforcement Officer Billy Rickles informed Council that revisions have been made to various ordinances related to code enforcement to provide language that is consistent among municipalities that WPCOG provides code enforcement services to. Mr. Rickles presented the four following resolutions:

### **RESOLUTION AMENDING CHAPTER 1 OF PART 9 OF THE CODE OF ORDINANCES OF THE TOWN OF VALDESE**

IT IS HEREBY RESOLVED that Chapter 1 of Part 9 of the Code of Ordinances is amended to read as follows:

#### **"PART 9 – PLANNING AND REGULATION OF DEVELOPMENT**

#### **CHAPTER 1 – BUILDING REGULATION**

#### **ARTICLE D. –MINIMUM HOUSING STANDARDS**

State Law reference— Municipal housing standards authorized, G.S. § 160A-441 et seq.

#### **Sec. 9-1061. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit" and "premises" are used in this article, they shall be construed as though followed by the words "or any part thereof."

Accessory building or outhouse means a building or structure the use of which is incidental to that of the main building or structure and which is located on the same lot or a contiguous lot.

Alter or alteration means any change or modification in construction or occupancy.

Basement means a portion of a building located completely underground or partly underground, having direct access to light and air from windows located above the level of the adjoining ground.

Building means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof."

Cellar means a portion of a building located partly or wholly underground having an inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.

Code Official/Code Enforcement Officer means the official, or code enforcement officer, or other person charged with the administration and enforcement of this article or duly authorized representative.

Dwelling means any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith, except that it does not include any temporary dwelling or any manufactured home or mobile home, which is used solely for a seasonal vacation purpose.

"Manufactured home" or "mobile home" means a structure as defined in G.S. § 143-145(7).

Dwelling unit means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Exit means a clear and unobstructed way of departure from the interior of a building or structure to the exterior at street or grade level.

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

Floor area means the total area of all habitable space in a building or structure.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments and laundries.

Infestation means the presence, within or around a dwelling of any insects, rodents or other pests.

Multiple dwelling means any building or portion thereof which is designed, built, rent, leased, let or hired out to be occupied or which is occupied as the home or residence of more than two (2) families living independently of each other and doing their own cooking in the building, and shall include flats and apartments.

Occupant means any person living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or rooming unit.

Openable area means that part of a window, porch or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator means any person who has the charge, care or control of a building or part thereof in which dwelling units or rooming units are let.

Owner means any person who, alone or jointly, or severally with others:

- (1) Has title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or
- (2) Has the charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this article, and of rules and regulations adopted pursuant thereto, to the same extent as if he is the owner.

Parties in interest means all individuals, associations and corporations who have interest of record in a dwelling, and any who are in possession thereof.

Plumbing means and includes all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinder), waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supply fixtures, together with all connections to water, sewer or gas lines.

Premises means a lot, plat or parcel of land, including the buildings or structures thereon.

Public authority means any housing authority, or any official in charge of any department or branch of the government of the Town, the county or the state relating to health, fire or building regulations, or to other activities concerning housing in the Town.

Rooming/Boarding house means any dwelling or that part of any dwelling containing one (1) or more rooming units, in which space is let by the owner or operator to two (2) or more persons, who are not husband and wife, son or daughter, mother or father or sister or brother of the owner or operator.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating.

Removal means the demolition and removal of the entire building, leaving the premises free and clear of any debris; any excavation properly filled in and with no holes or pockets which retain water.

Rubbish means combustible or noncombustible waste materials except garbage, including but not limited to, the residue from the burning of wood, coal, coke and other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust, and discarded appliances.

Story means that part of a building between one (1) floor and the floor or roof next above.



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

Substandard means any condition existing in any housing or structure which does not meet the standards of fitness of this article.

Supplied means paid for, furnished or provided by, or under the contract of, the owner or operator.

Temporary housing means any tent, trailer or other structure used for human shelter which is designed to be transportable (i.e. Motor home) and which is not attached to the ground, to another structure or to any utilities system on the same premises legally for more than sixty (60) consecutive days.

Unfit for human habitation means that conditions exist in a dwelling which violate or do not comply with one (1) or more of the minimum standards of fitness established by this article.

Ventilation means the insufflation and the exsufflation of air by natural means to and from housing.

Ventilation, mechanical means ventilation by power-driven devices.

Ventilation, natural means ventilation by opening to outer air through windows, sky-lights, doors, louvers or stacks with or without wind-driven devices.

Sec.9-1062. - Findings; purpose.

The Town Council finds and declares that there now exists in the Town and its one-mile jurisdiction and may reasonably be expected to exist in the future, housing which is unfit for human habitation because of dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, adequate lighting or sanitary facilities; or because of conditions rendering such housing unsafe or unsanitary, or dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of the residents of the Town and its area of jurisdiction; and that a public necessity exists to exercise police powers of the Town pursuant to G.S. § Ch. 160A, art. 19, and other applicable laws, as now or hereafter amended, to cause the repair and rehabilitation, closing or demolishing of such housing in the manner provided in this article; and pursuant to the exercise for the police power, the Town Council finds as fact and so declares that the ensuing sections of this article are necessary to the implementation of its purposes hereinabove declared in this section and that, specifically, but without limitation, the minimum standards of fitness for dwellings and dwelling units, as enacted in this article are reasonable and necessary for this community and are all reasonable and necessary criteria for determining whether dwellings and dwelling units in this Town are fit for human habitation.

State Law reference— Similar provisions, G.S. § 160A-441.

Sec. 9-1063. - Conflicts.

The provisions of this article shall not be construed to conflict with any other applicable laws, codes or ordinances pertaining to housing, but are supplemental thereto and where the provisions of this article are similar to provisions of other applicable codes or ordinances, the more stringent provisions shall apply.

Sec. 9-1064. - Scope.

(a) Every building used in whole or in part as a dwelling unit or as two (2) or more dwelling units, or as a rooming house or boardinghouse, shall conform to the requirements of this article irrespective of the primary use of such building, and irrespective of when such building may have been constructed, altered or repaired.

(b) This article establishes minimum standards for occupancy and does not replace or modify standards otherwise established for construction, replacement or repair of buildings except such as are contrary to the provisions of this article.

(c) In addition to the exercise of police power authorized in this article with respect to dwellings, the Town shall cause to be repaired, closed or demolished any abandoned structure which the Council finds to be a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous condition constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities. The repair, closing or demolition of such structures shall be pursuant to the same provisions and procedures as are prescribed in this article for the repair, closing or demolition of dwelling found to be unfit for human habitation.

Sec. 9-1065. - Alternative remedies.

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the Town to define and declare nuisances and to cause their abatement by summary action, or otherwise, or to enforce this article by criminal process or otherwise, and the enforcement of any remedy provided in this article shall not prevent the enforcement of any other remedy or remedies provided in this Code or in other ordinances or laws.

State Law reference— Similar provisions, G.S. § 160A-450.

Sec. 9-1066. - Right of access.

(a) For the purpose of making inspections, the code enforcement officer is hereby authorized to enter, examine, and survey at all reasonable times all dwellings, dwelling units, rooming units and premises. The owner or occupant of every dwelling, dwelling unit, or rooming unit, or the person in charge thereof, shall give the official free access to such dwelling, dwelling unit, or rooming unit and its premises at all reasonable times for the purposes of such inspection, examination, and survey.

(b) Every occupant of a dwelling or dwelling unit shall give the owner thereof, or agent or employee, access to any part of such dwelling or dwelling unit, and its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this chapter.

State Law reference— Power to inspect, G.S. § 160A-412, 160A-424, 160A-448.

Sec. 9-1067. - Methods of service of complaints and orders.

Complaints or orders issued by the official shall be served upon persons either personally or by registered or certified mail, but if the whereabouts of such persons are unknown and the same cannot be ascertained by the official, he shall make an affidavit to that effect, and the serving of such complaint or order upon such person may be made by publishing the same once each week for two successive weeks in a newspaper, printed and published in the Town. Where service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected by the complaint or order.

Sec. 9-1068. - Compliance.

Every dwelling and dwelling unit used as a human habitation or held out for use as a human habitation shall comply with all of the requirements of this article. No person shall occupy as a human habitation any dwelling or dwelling unit which does not comply with all of the requirements of this article.

Sec. 9-1069. - Space use.

The minimum standards for space use are as follows:

- (1) A principal area shall not have less than one hundred fifty (150) square feet.
- (2) A kitchen-dining room combination, if any, shall have not less than one hundred (100) square feet.
- (3) A first bedroom, if any, shall have not less than one hundred (100) square feet.
- (4) A second bedroom, if any, shall have not less than seventy (70) square feet.
- (5) Each habitable room shall have at least seventy (70) square feet.
- (6) At least one hundred fifty (150) square feet of floor space in habitable rooms shall be provided for the first occupant in each dwelling unit; at least one hundred (100) square feet of additional floor space shall be provided for each of the next three (3) occupants; and at least seventy-five (75) square feet of additional floor space shall be provided for each additional occupant over the number of four (4) (children one (1) year of age and under shall not be counted).
- (7) At least seventy (70) square feet of bedroom floor space shall be provided for the first occupant; at least twenty (20) square feet of additional bedroom floor space shall be provided for the second occupant; and at least thirty (30) square feet of additional bedroom floor space shall be provided for each occupant over the number of two (2) (children one (1) year of age and under shall not be counted).
- (8) Those habitable rooms which must be included to meet the foregoing minimum space standards shall be at least seven (7) feet wide in any part with at least one-half of the floor area having a ceiling height of at least seven (7) feet. That portion of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area.
- (9) No basement space shall be used as a habitable room or dwelling unit unless:
  - (a) The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness.

- (b) The total of window area in each room is equal to at least the window area sizes prescribed in the following section for habitable rooms.
- (c) The total of functionally opening window area in each room is equal to at least the room area prescribed in the following section for habitable rooms, except where there is supplied some other device affording adequate ventilation approved by the director of inspections.
- (10) Toilet and bathing facilities shall be structurally enclosed and shall be located so as not to require passage through an openable area.
- (11) Bathroom walls, toilet room walls and bedroom walls shall have no holes or excessive cracks.
- (12) Access shall be provided to all rooms within a dwelling unit without passing through a public space or another dwelling unit.
- (13) Doors shall be provided at all doorways leading to bedrooms, toilet rooms, bathrooms and at all rooms adjoining a public space.
- (14) Each living unit shall have a specific kitchen space, which contains a sink with counter workspace and has hot and cold running water and adequate space for storing cooking utensils.
- (15) Electric, water and sewer must be in working order.

Sec. 9-1070. - Light and ventilation.

The minimum standards for light and ventilation are as follows:

- (1) Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window area measured between stops for every habitable room shall be eight (8) percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light obstruction structures are located less than five (5) feet from the window and extend to a level above that of the ceiling of the room, they shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15) percent of the total floor area of such room.
- (2) Every room in a dwelling unit and means of egress shall be sufficiently illuminated so as to provide safe and satisfactory uses.
- (3) Year-round mechanically ventilating systems may be substituted for windows, as required herein, but must be approved by the code enforcement officer, in rooms other than rooms used for sleeping purposes.
- (4) All outside windows and doors used for ventilation shall be screened.
- (5) All windows and doors shall be made weather tight.
- (6) Windows and doors shall have no broken glass and shall have adequate operable locks and hardware.
- (7) Openable window area in each toilet room shall be at least two (2) square feet, unless served by mechanical ventilation.
- (8) Natural ventilation of spaces such as attics and enclosed non-basement space shall be provided by openings of sufficient size to overcome dampness and to minimize the effect of conditions conducive to decay and deterioration of the structure, and to prevent excessive heat in attics.
- (9) Utility spaces containing heat-producing, air-conditioning and other equipment shall be ventilated according to manufacturer's requirements.
- (10) Mechanical ventilation shall be of sufficient size to eliminate dampness and odors of the area it is serving.

Sec. 9-1071. - Exits.

- (a) Two (2) main exits, each at least thirty (30) inches wide and six (6) feet eight (8) inches high, easily accessible to the occupants of each housing unit, shall be provided, unless a single exit is permitted as an exception by provisions of the state building code, as from time to time amended. All exit doors shall be easily operable.
- (b) Platforms, steps and/or handrails shall be provided to serve exits and maintained in a safe condition.

Sec. 9-1072. - Plumbing.

The minimum plumbing standards are as follows:



- (1) The plumbing systems shall be connected to the Town sanitary sewer system, where available; otherwise, the plumbing system shall be connected onto an approved septic tank.
  - (2) All plumbing fixtures shall meet the standards of the Town plumbing code and shall be maintained in a state of good repair and in good working order.
  - (3) There shall be provided a hot water heater (minimum thirty-gallon capacity) furnishing hot water to each tub or shower, lavatory and kitchen sink.
  - (4) Installed water supply inside the building shall be provided for each housing unit.
  - (5) Installed water closet, tub or shower, lavatory and sink shall be provided for each dwelling unit.
  - (6) Separate toilet facilities shall be provided for each dwelling unit.
  - (7) Toilet and bathing facilities shall be structurally protected from the weather.
  - (8) All water piping shall be protected from freezing by proper installation in protected space.
  - (9) At least one (1) main vent of a minimum diameter of two (2) inches shall be properly installed for each building.
  - (10) Sewer and water lines shall be properly supported with no broken or leaking lines.
- Sec. 9-1073. - Heating.

The minimum heating standards are as follows:

- (1) Reserved.
- (2) Every dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms and bathrooms in every dwelling unit located therein to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance three (3) feet above floor level, under ordinary minimum winter conditions.
- (3) All gas-heating and oil-heating equipment installed on the premises shall be of a type approved by Underwriters' Laboratories or by the American Gas Association and shall be installed in accordance with the provisions of the state building code.
- (4) Liquid fuel stored on the premises shall be stored in accordance with the provisions of the National Fire Prevention Association standards.
- (5) Chimneys and fireplaces shall have no loose bricks.
- (6) Flues shall have no holes.
- (7) There shall be no hanging masonry chimneys.
- (8) Thimbles shall be grouted in tight.
- (9) Thimbles shall be installed high enough for stovepipe to rise one-fourth inch per foot minimum.
- (10) Hearths shall be at least twenty (20) inches deep and seven (7) inches beyond each side of the fireplace opening.
- (11) No combustible materials shall be within seven (7) inches beyond each side of the fireplace opening.
- (12) If the fireplace opening is closed because of hazardous conditions, the closure shall be of masonry or other approved material as determined by the code enforcement officer.
- (13) Any stove shall be within six (6) feet of the thimble serving it.
- (14) Stovepipes and vents shall comply with volume 3 of the state building code.
- (15) No unvented combustible space heaters shall be used.

State Law reference - G.S. §136-443.1

Sec. 9-1074. - Electricity.

The minimum electrical standards are as follows:

- (1) Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles, which shall be connected in such manner as determined by the National Electric Code, as adopted by the Town.
- (2) No receptacles, ceiling fixtures or other fixtures shall be broken or hanging loose.
- (3) All toggle switches and fixtures shall be safely operable.
- (4) At least two (2) duplex convenience outlets, as remote from each other as practicable, shall be provided per habitable room.
- (5) At least one (1) light outlet in each bathroom, hall, kitchen and porch, and over exterior steps to the second floor shall be provided.

- (6) There shall be no bare wires, open joints or spliced cables.
  - (7) Flexible cords shall not be used as a substitute for the fixed wiring of a structure, nor shall flexible cords be run through holes in walls, ceilings or floors, through doorways, windows, or similar openings, or be attached to building surfaces or concealed behind building walls, ceilings or floors.
  - (8) No branch circuits shall be overloaded.
  - (9) A minimum of three (3) branch circuits, plus separate circuits for each fixed appliance, shall be provided in each dwelling unit.
  - (10) There shall be provided service equipment and a lighting panel of adequate capacity and size (minimum of sixty-ampere capacity) to accommodate the existing or the required number of branch circuits, and the equipment shall be properly grounded.
  - (11) Outlets in kitchens and bathrooms shall be ground-fault interrupter device protected.
  - (12) All residences shall have a smoke detector on each livable floor. The property owner shall be responsible for installing a fresh battery with change in tenants; the tenant shall be responsible for maintaining the unit and shall not commit any act that shall render the unit inactive.
  - (13) All rental dwelling units having a fossil fuel burning heater or appliance or fireplace shall provide a minimum of one operable carbon monoxide detector per unit per level. A carbon monoxide detector is also required for an attached garage. The landlord shall install, replace or repair the carbon monoxide monitor(s) unless the landlord and tenant have a written agreement to the contrary.
- Sec. 9-1075. - Structural requirements.

The minimum structural standards shall be as follows:

- (1) Foundation:
  - a. A foundation shall support the building at all points and shall be free of holes and cracks which admit rodents, water or dampness to the interior of the building or which lessen the capability of the foundation to support the building.
  - b. The foundation shall be on firm, reasonably dry ground, and there shall be no water standing or running under the building.
  - c. Footings shall be sound and have adequate bearing capacity.
  - d. Piers shall be sound.
  - e. No wood stiff knees or other improper piers shall be allowed.
  - f. All structures shall be underpinned or enclosed in an approved manner, such as aluminum, galvanized, asbestos or masonry.
- (2) Floors:
  - a. No rotted or termite-damaged sills shall be allowed.
  - b. No broken, overloaded or sagging sills shall be allowed.
  - c. Sills shall be reasonably level.
  - d. Sills shall be properly and sufficiently supported.
  - e. Sills shall clear the ground by at least eighteen (18) inches.
  - f. No rotted or termite-damaged joists shall be allowed.
  - g. No broken or sagging joists shall be allowed.
  - h. Flooring shall be weather tight without holes or cracks which permit air to excessively penetrate rooms.
  - i. Flooring shall be reasonably smooth, not rotten or worn through.
  - j. No loose flooring shall be allowed.
  - k. Floors shall be reasonably level.
- (3) Walls, exterior:
  - a. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.
  - b. No studs which are rotted or termite-damaged shall be allowed.
  - c. No broken or cracked structural members shall be allowed.
  - d. No loose siding shall be allowed.
  - e. Walls used as partitions shall not lean or buckle.
  - f. No deteriorated siding or covering shall be allowed.
- (4) Walls, interior:
  - a. The interior finish shall be free of holes and cracks, which permit air to excessively penetrate rooms.

- b. No loose plaster, loose boards or other loose wall materials shall be allowed.
  - c. There shall be no cardboard, newspaper or other highly combustible material allowed as a wall finish.
  - d. No studs shall be rotted or termite-damaged.
  - e. No broken or cracked studs or other broken or cracked structural members shall be allowed.
  - (5) Ceilings:
    - a. No joists shall be rotted, broken or sagging or have improperly supported ends.
    - b. There shall be allowed no holes or cracks, which permit air to excessively penetrate rooms.
    - c. No loose plaster, loose boards, loose sheetrock or other loose ceiling finish shall be allowed.
    - d. There shall be allowed as ceiling finishes no cardboard or other highly combustible material.
  - (6) Roofs:
    - a. Rafters shall not be rotted, broken or sagging or have improperly supported ends.
    - b. No rafters seriously fire-damaged shall be allowed.
    - c. Attics shall be properly vented.
    - d. No rotted, loose, or sagging sheathing shall be allowed.
    - e. No loose roof covering shall be allowed nor shall there be allowed any holes or leaks, which could cause damage to the structure or rooms.
    - f. Walls and chimneys shall have proper flashing.
  - (7) Stairs and steps:
    - a. Stairs and steps shall be free of holes, grooves and cracks large enough to constitute accident hazards.
    - b. Stairwells and flights of stairs more than four (4) risers or having risers more than thirty (30) inches high shall have rails not less than two (2) feet six (6) inches measured vertically from the nose of the treads to the top of the rail.
    - c. Every rail shall be firmly fastened and maintained in good condition.
    - d. No flight of stairs settled more than one (1) inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.
    - e. No rotting, sagging or deteriorated supports shall be allowed.
  - (8) Porches and appurtenances:
    - a. Every outside and inside porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be kept in sound condition and good repair.
    - b. Protective railings shall be required on any unenclosed structure over three (3) feet from the ground level.
  - (9) Accessory structures: All accessory buildings and structures, including detached garages, shall be maintained structurally sound and in good repair or shall be raised to grade level and the debris therefrom removed from the premises.
  - (10) Supplied facilities: Every supplied facility, piece of equipment or utility which is required under this article shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.
- Sec. 9-1076. - Property maintenance.

The minimum property maintenance standards are as follows:

- (1) Buildings and structures:
  - a. Exterior wood surfaces not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative, with sufficient frequency to prevent deterioration.
  - b. Floors, walls, ceilings and fixtures shall be maintained in a clean and sanitary condition.
- (2) Public areas: Every owner of a structure containing two (2) or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the structure and premises thereof.
- (3) Rubbish and garbage: Every person who occupies and controls a dwelling unit shall dispose of all rubbish and garbage in a clean and sanitary manner by placing it in proper storage facilities.
- (4) Premises:
  - a. Fences and other minor structures shall be maintained in safe and substantial condition.
  - b. Yards and courts shall be kept clean and free of physical hazards, rubbish, trash and garbage.

- c. No heavy undergrowth or accumulations of plant growth which are noxious or detrimental to health shall be allowed.
- d. Every premises shall be provided with all-weather vehicular access to and from the premises at all times by an abutting public or private street.
- e. Walks and steps, constructed so as to provide safety, reasonable durability and economy of maintenance, should be provided for convenient all-weather access to the structure.
- f. Access to the rear yard from each dwelling unit shall be required. Such access is not, however, acceptable where it is dependent upon passage through another dwelling unit. Each building shall be provided with access to the rear yard. This access for a detached dwelling shall be directly from a street.
- g. Any nonresidential use of the premises shall be subordinate to its residential use and character.
- (5) Infestation:
  - a. Premises, buildings and structures shall, by generally accepted methods of extermination, be maintained free of vermination and rodent harborage and infestation.
  - b. Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement or cellar, which might provide an entry for rodents, shall be supplied with screens installed or with such other approved devices as will effectively prevent entrance by rodents.
  - c. Every head-of-household occupant of a structure containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every head-of-household occupant of a dwelling unit in a structure containing more than one (1) dwelling unit shall be responsible for such extermination whenever the dwelling unit is the only one infested. Whenever infestation is caused by failure of the owner to maintain a structure in a rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the dwelling units in any structure or in the shared or public parts of any structure containing two (2) or more dwelling units, extermination shall be the responsibility of the owner.
- (6) Cleanliness: Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.
- (7) Supplied plumbing fixtures: Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same.
- (8) Care of facilities, equipment and structure: No occupant shall willfully destroy, deface or impair any of the facilities or equipment of any part of the structure of a dwelling or dwelling unit.
- (9) Lead Paint per North Carolina G.S. 130A-131.7 All property owners shall comply with lead paint provisions and abatement. Property owner assumes all costs of abatement and repairs. All homes constructed before the year 1978 will be subject to lead paint testing.

Sec. 9-1077. – Rooming/Boarding houses.

All of the provisions of this article, and all of the minimum standards and requirements of this article shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following subsections:

- (1) At least one (1) flush water closet, lavatory basin and bathtub or shower, properly connected to a water and sewer system and in good working condition, shall be supplied for each four (4) rooms within a rooming house whenever such facilities are shared. All such facilities shall be located on the floor they serve within the dwelling so as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities.
- (2) Every lavatory basin and bathtub or shower shall be supplied with hot water at all times.
- (3) Every room occupied for sleeping purposes by one (1) person shall contain at least seventy (50) square feet of floor space and every room occupied for sleeping purposes by more than one (1) person shall contain at least fifty (70) square feet of floor space for each occupant thereof.
- (4) Every rooming unit shall have safe, unobstructed means of egress leading to safe and open space at ground level, as required by the laws of the governed area or of the state.
- (5) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every part of the rooming house. He shall

be further responsible for the sanitary maintenance of the entire premises when the entire structure or building is leased or occupied by the operator.

(6) No person shall operate a rooming house unless he holds a valid rooming house license and keeps same posted on the premises.

(7) The Town Council on a quarterly basis shall inspect rooming houses, according to G.S. 160A-424. Sec. 9-1078. - Inspections; duty of owner and occupants.

Every occupant of a dwelling or dwelling unit shall give the owner thereof, or agent or employee, access to any part of such dwelling or dwelling unit, and its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.

Sec. 9-1079. - Refusal to permit entry for inspection.

It shall be unlawful for any owner or person in possession of premises on which housing is located in the Town to refuse, after being presented with a warrant, as issued in accordance with state law, to permit the code enforcement officer or duly appointed agents to enter upon the premises for the purpose of making examinations as authorized by this article. Violation of this section shall subject the offender to a civil penalty.

State Law reference— Similar provisions, G.S. §15-27.2

## DIVISION 2. - ADMINISTRATION AND ENFORCEMENT

Sec. 9-1080. - Method of serving complaints, orders.

Complaints or orders issued by the code enforcement officer or designee under this article shall be served upon persons either personally or by registered or certified mail. When service is made by registered or certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected. If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the public official in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by registered or certified mail, and the public official makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the Town at least once no later than the time at which personal service would be required under the provisions of the part. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

State Law reference— Similar provisions, G.S. § 160A-445.

Sec. 9-1081. - Dwellings in violation; preventive action or proceeding.

If any dwelling is erected, constructed, altered, repaired, converted, maintained or used in violation of this article or any valid order or decision of the official made pursuant to this article, the official may institute any appropriate action or proceeding to prevent the unlawful erection, construction, reconstruction, alteration or use, to restrain, correct or abate the violation, to prevent the occupancy of the dwelling or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

State Law reference— Similar provisions, G.S. § 160A-446(g).

Sec. 9-1082. - Petition for temporary injunction.

Any person aggrieved by an order issued by the official may petition the superior court for an injunction restraining the official from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the official pending a final disposition of the case. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. Hearings shall be had by the court on a petition with twenty (20) days, and shall be given preference over other matters on the court calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It shall not be necessary to file bond in any amount before obtaining a temporary injunction.

State Law reference— Similar provisions, G.S. § 160A-446(f).



Sec. 9-1083. - Enforcement by Code Official/Code Enforcement Officer; assistance from Town agencies, departments.

- (a) The code enforcement officer shall be responsible for the enforcement of this article.
- (b) The code enforcement officer shall have authority to request the advice and assistance of the Town planning board, the housing authority, the fire department, the health department, and any other public authority may be deemed appropriate, in determining those areas of the Town in which substandard housing may be prevalent, and designate and schedule such areas for comprehensive inspection under this article. This procedure shall be in addition to regular, Town wide inspections under this article.

Sec. 9-1084. - Powers of Code Official/Code Enforcement Officer.

The code enforcement officer is authorized to exercise any powers necessary or convenient to carry out and effectuate the purpose and provisions of this article, including the following powers in addition to others granted:

- (1) To investigate the dwelling conditions in the Town in order to determine which dwellings therein are unfit for human habitation;
  - (2) To administer oaths; affirmations, examine witnesses and receive evidence;
  - (3) To enter upon premises for the purpose of making examinations in a manner that will do the least possible inconvenience to the persons in possession;
  - (4) To appoint and fix the duties of officials, agents and employees necessary to carry out the purposes of the ordinances;
  - (5) To delegate any of the functions and powers under the ordinance to other officials and other agents.
- State Law reference— Similar provisions, G.S. § 160A-448.

Sec. 9-85 - Issue of complaint; hearing; determination of unfit dwelling; abatement procedure.

(a) Whenever a petition is filed with the code enforcement officer by a public authority or by at least five (5) residents of the Town charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the official that any dwelling or dwelling unit is unfit for human habitation, the code enforcement officer shall, if the preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such dwelling or dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the official, at a place within the county, not less than ten (10) nor more than thirty (30) days after the serving of the complaint. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. Notice of such hearing shall also be given to at least one (1) of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the official.

(b) If after such notice and hearing the official determines that the dwelling under consideration is unfit for human habitation, the code enforcement officer shall state in writing the findings of fact in support of such determination and shall issue and cause to be served upon the owners an order as follows:

- (1) If the repair, alteration or improvement of the dwelling can be made at a cost not to exceed fifty (50) percent of the value of the dwelling, requiring the owner, within the time specified, to repair, alter or improve the dwelling in order to render it fit for human habitation or to vacate and close the dwelling as a human habitation;
- (2) If the repair, alteration or improvement of the dwelling cannot be made at a cost not to exceed (50) percent of the value of the dwelling, requiring the owner, within the time specified in the order, to remove or demolish such dwelling.
- (3) If a house has been closed and/or boarded, for a period of one year or longer, after being closed following proceedings under the substandard housing regulations and Town Council determines that the owner has abandoned the intent and purpose to render it fit for human habitation and that continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of the community in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would cause or contribute to blight and deterioration of property values in the area, then in such circumstances, the Town Council may, after the expiration of such one year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

- a. If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty (50) percent of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within ninety (90) days; or,
- b. If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty (50) percent of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within ninety (90) days.
- (c) The official is authorized to fix the reasonable value of any housing and to estimate the cost of repairs, alterations or improvements for the purposes of this section.
- (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 constitute a misdemeanor.
- (e) If the owner fails to comply with an order to remove or demolish the dwelling, the official may cause such dwelling to be removed or demolished; provided, however, that the powers of the official set forth in subsection (d) and this subsection shall not be exercised until the Town Council has, by ordinance, ordered the official to proceed to effectuate the purpose of this article with respect to the particular property or properties, which the official has found to be unfit for human habitation and which shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the housing code. Such ordinance shall be recorded in the office of the register of deeds of the county and shall be indexed in the name of the property owner in the grantor index.
- (f) The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the official, shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in G.S. § Ch. 160A, art. 10. If the dwelling is removed or demolished by the official, he shall sell the materials of such dwelling, any personal property, fixtures or appurtenances found in or attached to the dwelling, and shall credit the proceeds of such sale against the cost of the removal or demolition and any balance remaining shall be deposited in the superior court by the official, shall be secured in such manner as may be directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.
- (g) If any occupant fails to comply with an order to vacate a dwelling, the public official may file a civil action in the name of the Town to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the public official produces a certified copy of an ordinance adopted by the governing body pursuant to subdivision (e), authorizing the official to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of such judgment may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the governing body has ordered the public official to proceed to exercise duties under paragraphs (d) and (e) of this section to vacate and close or remove and demolish the dwelling.
- (h) Any violation of this section shall additionally subject the offender to a civil penalty to be recovered by the Town pursuant to section 1-7.
- State Law reference— Abatement procedures, G.S. § 160A-443.
- Sec. 9-1086 Appeals from orders of Code Official/Code Enforcement Officer.

(a) An appeal from any decision or order of the code enforcement officer may be taken by any person who is the subject of the decision or order. Any appeal from the official shall be taken within ten days from the rendering of the decision or notice of the order, and shall be taken by filing a notice of appeal with the planning department which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the official shall forthwith transmit to the board of adjustment all papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the code enforcement officer refusing to allow the person aggrieved thereby to do any act, the decision shall remain in force until modified or reversed. When any appeal is from a decision of the code enforcement officer requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing of the board of adjustment, unless the official certifies to the board of adjustment, after the notice of appeal is filed with him, that by reason of the facts stated in the certificate, a copy of which shall be furnished the appellant, a suspension of the requirement would cause imminent peril to life or property, in which case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the code enforcement officer, by the board of adjustment, or by a court of record upon petition made pursuant to G.S. 160A-446(f) and the provisions of this article.

(b) The board of adjustment shall fix a reasonable time for the hearing of all appeals, shall give due notice to all the parties, and render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make such decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the official, but the concurring vote of four members of the board shall be necessary to reverse or modify any decision or order of the official. The board shall have power also in passing upon appeals, in any case where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.

State Law reference— Similar provisions, G.S. § 160A-446(c), (d), (e).

Sec. 9-1087. - Petition to superior court.

Any person aggrieved by an order issued by the official or a decision rendered by the board shall have the right, within 30 days after issuance of the order or rendering of the decision, to petition the superior court for a temporary injunction restraining the official pending a final disposition of the cause.

State Law reference— Similar provisions, G.S. § 160A-446(f).

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

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 violating or failing to comply with the provisions of this section shall be guilty of a misdemeanor.

Sec. 9-1089. - Renting unfit dwelling after notice.

When the official finds that a dwelling is unfit for human habitation within the meaning of this article and has notified the owner to such effect and the time limit set by the official for the repair, alteration, improvement, removal, demolition or vacating and closing the same has expired, no person shall receive rentals or offer for rent or occupancy such dwelling or dwelling unit as a human habitation until such time as the order of the official is obeyed or reversed by a court of competent jurisdiction in accordance with the law. Each day such offense continues shall be deemed separate offense. Any violation of this section shall subject the offender to a civil penalty.

Sec. 9-1090. - Certificate of occupancy.

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

(b) No certificate of occupancy may be issued for any single-family or multi-family residential building on which construction is begun on or after January 1, 1978, until it has been certified as being in compliance



by the energy and insulation official with the minimum insulation standards for residential construction, as prescribed in the state building code.

For structures built prior to 1978 and no insulation exists, the attic shall be insulated to an R-30 value. If insulation exists in a structure built before 1978, it must have an R-19 value.

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

Section 9-1091 Changes in work after permit issued.

After a permit has been issued, no changes or deviations from the terms of the application and permit or changes or deviations from the plans or specifications involving any work under the jurisdiction of this chapter shall be made until specific written approval of such changes or deviations has been obtained from the appropriate official.

Sec. 9-1092. - Violations; penalty.

It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close and remove or demolish the same, upon order of the official duly made and served as provided in this article, within the time specified in the order. Each day that any such failure, neglect or refusal to comply with such order continues shall constitute a separate and distinct offense. It shall be unlawful for the owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to this division, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration or improvement, or its vacation and closing, or removal or demolition. Each day that such occupancy continues after the prescribed time shall constitute a separate and distinct offense.

#### ARTICLE E. – MINIMUM STANDARDS FOR NON-RESIDENTIAL BUILDINGS

Sec. 9-1093. - Exercise of police powers; authority.

The Town Council hereby finds and declares that there exists within the Town limits and its environs unsafe structures which are a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities. In order to alleviate these unsafe and dangerous conditions for the health, safety, and welfare of the citizens and its environs, a public necessity exists to exercise the police powers conferred upon the Town for the repair, closing or demolition of such structures.

Sec. 9-1094. - Definition of abandoned and/or unsafe structure.

An abandoned and/or unsafe structure is defined as a nonresidential building or structure which has not been occupied by authorized persons for at least six (6) months and which persistently or repeatedly becomes unprotected or unsecured, or which has been occupied by unauthorized persons, or which presents a danger of structural collapse, fire, disease, or a threat to children.

Sec. 9-1095. - Procedure for enforcement.

(a) Duty of code official/code enforcement officer. It shall be the duty of the code official or code enforcement officer to examine non-residential structures located in the Town and its environs where conditions described in section 4-101 exist for the purpose of locating and taking action with respect to such structures as appear to be a health or safety hazard. In exercising this power, department members shall have the right to enter on any premises within the jurisdiction of the department at all reasonable hours for purposes of inspection or other enforcement action, upon presentation of proper credentials.

(b) Notice of complaint. If the inspection discloses health or safety hazards as described in this article, the official shall affix a notice of unsafe character in a conspicuous place on the exterior wall of the structure giving notice of its unsafe or dangerous conditions and cause to be served upon the owner of and parties in interest to the structure a complaint stating the charges and containing a notice. If the owner of a building or structure that has been condemned as unsafe pursuant to G.S. §160A-426 shall fail to take prompt corrective measures, the official shall give him written notice, by certified or registered mail to the last known address or by personal service, that the building or structure is in a condition that appears to meet one or more of the following conditions:

- (1) Constitutes a fire and safety hazard;
- (2) Is dangerous to life, health, or other property;
- (3) Is likely to cause or contribute to blight, disease, vagrancy or danger to children; or
- (4) Has a tendency to attract person/s intent on criminal activities or other activities which would constitute a public nuisance.

A hearing will be held before the official at a designated place therein fixed, not less than ten (10) nor more than thirty (30) days after serving of said complaint. If the name or whereabouts of the owner cannot, after due diligence, be discovered, the notice shall be considered properly and adequately served if a copy thereof is posted on the outside of the building or structure in question at least ten days prior to the hearing and a notice of the hearing is published in a newspaper having general circulation in the Town at least once, not later than one week prior to the hearing.

No oversight or dereliction of duty on the part of any official or employee of the Town shall be deemed to legalize the violation of any provision of this chapter or any provision of any regulatory code adopted in this chapter.

(c) Hearing. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person or otherwise, and give testimony at the place and time fixed in the complaint. Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the official.

(d) Procedure after hearing. After such hearing, if the official finds that a structure constitutes a health or safety hazard, the code enforcement officer shall state in writing the findings of fact in support of such determination. In such case, the official shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, close, vacate or demolish the structure as necessary to correct the health or safety hazard within a specified period of time.

Sec. 9-1096. - Appeal; finality of order if not appealed.

Any owner who has received an order under G.S. § 160A-429 may appeal from the order to the Board of Adjustment by giving notice of appeal in writing to the official and to the Town clerk within ten days following issuance of the order. In the absence of an appeal, the order of the official shall be final. The Board of Adjustment shall hear and render a decision in an appeal within a reasonable time. The Board of Adjustment may affirm, modify and affirm, or revoke the order.

Sec. 9-1097. - Securing, closing and demolition by the Town.

If the owner fails to comply with an order of the official to repair, secure and close, vacate or demolish, the official shall take one (1) or more of the following actions as necessary:

- (a) Secure the issuance of a warrant charging such owner with violation of this article;
- (b) Secure and close said structure;
- (c) Cause such structure to be repaired, altered or improved; or
- (d) Cause such structure to be demolished.

State Law reference— Similar provisions, G.S. § 15-27.2

Sec. 9-1098. - Actions by Town Council.

(a) The powers of the official as set forth in section 4-103(c) and (d) shall not be exercised until the Town Council has by ordinance ordered the official to proceed to effectuate the purpose of this article with respect to the particular property or properties, which the official has found to be a health or safety hazard and which shall be described in the ordinance. Such ordinance shall be recorded in the office of the register of deeds of the county and shall be indexed in the name of the property owner in the grantor index.

(b) The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the official, shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in G.S. § Ch. 160A, Art. 10. If the structure is removed or demolished by the official, he shall sell the materials of such structure, any personal property, fixtures or appurtenances found in or attached to the structure, and shall credit the proceeds of such sale against the cost of the removal or demolition and any balance remaining shall be deposited in the superior court by the official, shall be secured in such manner as may be directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

Sec. 9-1099. - Failure to comply with order.

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 shall be guilty of a Class 1 misdemeanor, additionally subject the offender to civil penalty to be recover by the Town pursuant article 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.

Sec. 9-1100. - Lien on property.

The amount of the cost of such repair, alterations, improvements, vacating and closing, or demolition ordered by the Town Council or by the official shall be a lien against the real property upon which such cost was incurred; said lien shall be filed, have the same priority and be collected or foreclosed upon in the same manner as is provided for assessments pursuant to G.S. § Ch. 160A, Art. 10.

Sec. 9-1101. - Other unlawful actions.

(a) No person shall remove or permit the removal of any complaint, notice or order posted in accordance with the provisions of section 4-103 of this article.

(b) It shall be unlawful for the owner of any building upon whom a notice, complaint or order has been served, to sell, transfer, mortgage, lease or otherwise dispose of said building unless one of the following actions have been taken:

(1) Compliance with the provisions of the notice, complaint or order; or

(2) Furnish a copy of any notice, complaint or order to the transferee, lessee, or mortgagee, and give written notice to the official of said action.

Sec. 9-1102. - Alternative remedies.

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the Town to define and declare nuisance and to cause their abatement by summary action or otherwise, or the enforcement of any other remedy or remedies provided or in other ordinances of laws.

Sec. 9-1103. - Conflicts with other provisions.

In the event any provision, standard or requirement of this article is found to be in conflict with a provision of any other ordinance or code of the Town, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the Town and environs shall prevail.

Sec. 9-1104. - Unsafe buildings condemned.

An official may declare a nonresidential building or structure within a community development target area designated by the Town Council, or within a development zone authorized by G.S. § 105-129.3.A or G.S. §160A-503(10) to be unsafe if it meets both of the following conditions:

(1) It appears to the official to be vacant or abandoned; and

(2) It appears to the official to be in such dilapidated condition as to cause or contribute to blight, disease, vagrancy, fire or safety hazard, to be a danger to children, or tend to attract persons intent on criminal activities or other activities which would constitute a public nuisance.

Sec. 9-1105. - Appeals in general.

Unless otherwise provided by law, appeals from any order, decision or determination by a member of a local inspection department pertaining to the state building code or other state building laws shall be taken to the commissioner of insurance or appointed designee or other official specified in G.S. § 143-139, by filing a written notice with him and with the inspection department within a period of ten days after the order, decision or determination. Further appeals may be taken to the state building code council or the courts as provided by law.

Sec. 9-1106. - Changes in work after permit issued.

After a permit has been issued, no changes or deviations from the terms of the application and permit or changes or deviations from the plans or specifications involving any work under the jurisdiction of this chapter shall be made until specific written approval of such changes or deviations has been obtained from the appropriate official.

Sec. 9-1107. - Report of owner's failure to comply with Code Official's/Code Enforcement Officer's order.

If the owner does not appeal from the final order or direction of the code enforcement officer requiring that the building or structure be demolished and removed or the taking of such other steps as may be required to abate the nuisance and remove the hazards, and fails or refuses to comply with such order and direction, it shall be the duty of the official to file a written report thereof with the Town manager, who shall cause such report to be placed on the agenda for action by the Town Council at its next ensuing regular meeting or at some subsequent meeting to which the Town Council may continue the same. The code enforcement officer shall mail a copy of such report by certified or registered mail to the owners last known address or have a copy of such report delivered to such owner. Such report shall specify the date of the meeting of the Town Council for which the matter will be docketed for action.

#### ARTICLE F. – ABANDONED MANUFACTURED HOMES

##### Sec. 9-1108 - Intent

(a) The intent of this article is to protect the public health and environment through the deconstruction of abandoned manufactured homes to reduce blight and unattractive nuisances.

(b) It is a policy of the town to promote the removal of reusable or recyclable materials to reduce the impact of such solid wastes and production of said materials on the environment.

##### Sec. 9-1109 - Abandoned, Nuisance and Junked Mobile Homes Unlawful

(a) It shall be unlawful for the registered owner or person entitled to possession of a manufactured home and for the owner, lessee or occupant of the real property upon which the manufactured home is located to leave, allow, or suffer the manufactured home to remain on the property after it has been declared an abandoned manufactured home or a public nuisance.

(b) A manufactured home shall be deemed to be an abandoned manufactured home for the purposes of this article in the following circumstances: any manufactured home that is either vacant or in need of extensive repair; and an unreasonable danger to public health, safety, welfare or the environment.

(c) A manufactured home shall be considered abandoned when it has not been occupied for at least 120 days and meets any of the following criteria:

- (1) Provides a location for loitering, vagrancy, unauthorized entry or other criminal activity;
- (2) Has been boarded up for at least 30 days;
- (3) Has taxes in arrears for a period of time exceeding 365 days;
- (4) Has all utilities disconnected or not in use

##### Sec. 9-1110 - Notice Requirements for Abandoned Manufactured Homes

The Town shall notify the responsible party and the land owner for each identified abandoned manufactured home in writing and shall be sent to the person in the form of certified mail.

##### Sec. 9-1111 - Removal of Abandoned Manufactured Homes

- (a) The owner or responsible party shall be given 60 days from receipt of the written notice to dispose of the abandoned manufactured home in a legal manner.
- (b) If the owner or responsible party fails to comply with this order, the town shall take any action it deems reasonably necessary to dispose of the abandoned manufactured home, including entering the property where the abandoned manufactured home is located and arranging to have the home deconstructed and disposed of in a manner consistent with the Town's garbage collection and disposal provisions.
- (c) The property owner does not remove said abandoned manufactured home a lien will be placed against the real property, if not paid within 30 days and shall be collected as unpaid taxes.

#### Sec. 9-1112 - Protection Against Criminal or Civil Liability

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned, nuisance or junked manufactured home, for disposing of such manufactured home as provided in this article.

#### Sec. 9-1113 - Appeals

- (a) Within the 60-day period mentioned in Sec. 5.04, the owner of the property where the nuisance exists may appeal the findings of the enforcement official to the Board of Adjustment by giving written notice of appeal to the enforcement official, the appeal to stay the abatement of the nuisances by the enforcement official until a final determination by the Board of Adjustment. In the event no appeal is taken, the enforcement official may proceed to abate the nuisance.
- (b) The Board of Adjustment, in the event an appeal is taken as provided in division (a) above, may, after hearing all interested persons and reviewing the findings of the enforcement official, reverse the finding made pursuant to Sec. 5.04, but if the Board of Adjustment shall determine that the findings of the enforcement official pursuant to Sec. 6.04 are correct and proper, it shall declare the condition existing on the property to be a danger and hazard to the health, safety, morals, and general welfare of the inhabitants of the Town and public nuisance, and direct the enforcement official to cause the conditions to be abated.

Secs. 9-1114—9-1070. - Reserved.”

ADOPTED THIS, THE 6TH DAY OF MAY, 2019.

/s/ JOHN F. BLACK, JR., Mayor

ATTEST: /s/ Town Clerk

### **RESOLUTION AMENDING CHAPTER 3 OF PART 8 OF THE CODE OF ORDINANCES OF THE TOWN OF VALDESE**

IT IS HEREBY RESOLVED that Chapter 3 of Part 8 of the Code of Ordinances is amended to read as follows:

“CHAPTER 3 – ABANDONED, NUISANCE AND JUNKED MOTOR VEHICLES  
Sec. 8-3001. - Administration.

The police department, fire department, and code enforcement officer of the Town shall be responsible for the administration and enforcement of this article. The police department shall be responsible for administering the removal and disposition of vehicles determined to be "abandoned" on the public streets and highways within the Town and on property owned by the Town. The Town Council, with the assistance of the code enforcement officer, Town planner, or fire department, shall be responsible for administering the removal and disposition of "abandoned," "nuisance" or "junked motor vehicles" located on private property. The Town may, on an annual basis, contract with private tow truck operators or towing businesses



to remove, store, and dispose of abandoned vehicles, nuisance vehicles and junked motor vehicles in compliance with this article and applicable state laws. Nothing in this article shall be construed to limit the legal authority or powers of the Town police department and fire department in enforcing other laws or in otherwise carrying out their duties.

Sec. 8-3002. - Definitions.

For the purpose of this article, certain words and terms are defined as herein indicated:

Abandoned vehicle: As authorized and defined in G.S. §160A-303, an abandoned motor vehicle is one (1) that:

- (1) Is left upon a public street or highway in violation of a law or ordinance prohibiting parking; or
- (2) Is left on a public street or highway for longer than seven (7) days; or
- (3) Is left on property owned or operated by the Town for longer than twenty-four (24) hours; or
- (4) Is left on private property without the consent of the owner, occupant or lessee thereof, for longer than two (2) hours.

Authorizing official: The supervisory employee of the police department or the code enforcement officer, respectively, designated to authorize the removal of vehicles under the provisions of this article.

Motor vehicle or vehicle: All machines designed or intended to travel over land or water by self-propulsion or while attached to any self-propelled vehicle.

Junked motor vehicle: As authorized and defined in G.S. §160A-303.2 the term, junked motor vehicle means a vehicle that does not display a current license plate lawfully upon that vehicle and that:

- (1) Is partially dismantled or wrecked; or
- (2) Cannot be self-propelled or moved in the manner in which it originally was intended to move; or
- (3) Is more than five (5) years old and appears to be worth less than five hundred dollars (\$500.00).

Nuisance vehicle. A vehicle on public or private property that is determined and declared to be a health or safety hazard, or a public nuisance, or unlawful, including a vehicle found to be:

- (1) A breeding ground or harbor for mosquitoes, other insects, rats or other pests; or
- (2) A point of heavy growth of weeds or other noxious vegetation over eight (8) inches in height; or
- (3) A point of collection of pools or ponds of water; or
- (4) A point of concentration of quantities of gasoline, oil or other flammable or explosive materials as evidenced by odor, visible presence; or
- (5) One which has areas of confinement which cannot be operated from the inside, such as trunks, hoods, passenger interior, or other interior sections, etc.; or
- (6) So situated or located that there is a danger of its falling or turning over; or
- (7) One (1) which is a point of collection of garbage, food waste, animal waste, or any other rotten or putrescible matter of any kind; or
- (8) One which has sharp parts thereof which are jagged or contain sharp edges of metal or glass; or
- (9) So offensive to the sight as to damage the community, neighborhood or area appearance; or
- (10) Used by children in play activities; or
- (11) Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Town Council.

Sec. 8-3003. - Abandoned vehicle unlawful; removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to possession of a vehicle to cause or allow such vehicle to be abandoned as the term is defined herein.

(b) Upon investigation, proper authorizing officials of the Town or code enforcement officer may determine that a vehicle is an abandoned vehicle and order the vehicle removed.

Sec. 8-3004. - Nuisance vehicle unlawful; removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle, or for the owner, lessee, or occupant of the real property upon which the vehicle is located to leave or allow the vehicle to remain on the property after it has been declared a nuisance vehicle.

(b) Upon investigation, the code enforcement officer may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed.

Sec. 8-3005. - Junked motor vehicle regulated; removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to the possession of a junked motor vehicle, or for the owner, lessee, or occupant of the real property upon which a junked motor vehicle is located to leave or allow the vehicle to remain on the property after the vehicle has been ordered removed.

(b) Subject to the provisions of subsection (c), upon investigation, the code enforcement officer may order the removal of a junked motor vehicle as defined in this article after finding in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the private property owner. Such finding shall be based on a balancing of the monetary loss of the apparent owner against the corresponding gain to the public by promoting or enhancing community, neighborhood or area appearance. The following among other relevant factors may be considered:

- (1) Protection of property values;
- (2) Promotion of tourism and other economic development opportunities;
- (3) Indirect protection of public health and safety;
- (4) Preservation of the character and integrity of the community, and
- (5) Promotion of the comfort, happiness and emotional stability of area residents.

(c) Permitted concealment or enclosure of junked motor vehicle: Any other junked motor vehicle(s) must be kept in a garage or building structure that provides a complete enclosure so that the junked motor vehicle(s) cannot be seen from a public street or abutting property. A garage or building structure means one which is erected pursuant to the lawful issuance of a zoning permit and a building permit which has been constructed in accordance with all zoning and building code regulations.

Sec. 8-3006. - Declared to be a health or safety hazard.

Any partially dismantled or wrecked vehicle, vehicle which is incapable of self-propulsion or being moved in the manner for which it was originally intended, vehicle left on private property without the consent of the owner, occupant or lessee thereof, or any junk motor vehicle is declared to be an attractive nuisance for children, a breeding place for rats and vermin, and a potential fire hazard. All vehicles abandoned upon privately owned property, which have been abandoned for as long as 30 days are declared to constitute a health and safety hazard.

Sec. 8-3007. - Removal of abandoned, nuisance or junked motor vehicles; pre-towing notice requirements.

Except as set forth in section 2.08 below, an abandoned, nuisance or junked vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle. In the case of a nuisance vehicle or a junked motor vehicle, if the names and mailing addresses of the registered owner, or person entitled to the possession of the vehicle, or the owner, lessee, or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, notice shall be given by first class mail (or any other method authorized for service by North Carolina Rules of Civil Procedure). The person who mails the notice(s) shall retain a written record to show the name(s) and address(es) to whom the notice is mailed, and the date mailed. If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle. The notice shall state that the vehicle will be removed by the Town on a specified date, no sooner than seven (7) days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time.

An order to remove abandoned vehicles on private property, nuisance vehicles and junked motor vehicles to which notice is required to be given, may be appealed by the registered owner or person entitled to possession, does not remove the vehicle, but chooses to appeal, within the time period stated in the notice by appearing before the BOA. Such appeal shall stay the order of removal until final determination by the BOA. The appeal shall consider the determination that the vehicle is abandoned, or in the case of a nuisance vehicle, or in the case of a junked motor vehicle, that the aesthetic benefits of removing the vehicle outweigh the burdens. In the event no appeal is taken within the time period stated in the notice to remove, the code enforcement officer may proceed to remove the vehicle.

Sec. 8-3008. - Exceptions to prior requirement.

The requirement that notice be given prior to the removal of an abandoned, nuisance or junked motor vehicle may, as determined by the authorizing official or code enforcement officer, be omitted in those circumstances where there is a special need for prompt action to eliminate traffic obstructions or to

otherwise maintain and protect the public safety and welfare. Such findings shall, in all cases, be entered by the authorizing official in the appropriate daily records. Circumstances justifying the removal of vehicles without prior notice include:

(1) Vehicles abandoned on the streets within the Town. For vehicles left on the public streets or highways, the Town Council hereby determines that immediate removal of such vehicles therefrom for safekeeping by or under the direction of the police department, the department of planning and community development, or the department of public works, to a storage garage or area may be warranted when they are:

- a. Obstructing traffic;
- b. Parked in violation of an ordinance prohibiting or restricting parking;
- c. Parked in a no-stopping or standing zone;
- d. Parked in loading zones;
- e. Parked in bus zones, or;
- f. Parked in violation of temporary parking restrictions imposed under Code sections.

(2) Other abandoned or nuisance vehicles. With respect to abandoned or nuisance vehicles left on Town-owned property, other than the streets and highways, and on private property, such vehicles may be removed without giving prior notice; only in those circumstances where the authorizing official or code enforcement officer finds a special need for prompt action to protect and maintain the public health, safety and welfare. Therefrom for safekeeping by or under the direction of the police department, the department of planning and community development, or the department of public works, to a storage garage or area. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences, vehicles parked in such a location or manner as to pose a traffic hazard, and vehicles causing damage to public or private property.

Sec. 8-3009. - Removal from private property.

(a) Before any vehicle may be removed by the Town from private property as defined above to be abandon, junk or nuisance, the owner of the real property on which any such vehicle is located must be given at least five days' written notice from the Town of the vehicle removal. The owner may request in writing that the code enforcement officer review the determination that the vehicle to be removed is in violation of the ordinance. No such vehicle shall be removed from privately owned premises without the written request of the owner, lessee or occupant of the premises on which the vehicle is located unless the vehicle has had the status of an abandoned vehicle on such privately owned premises for as long as 30 days and has, therefore, become a health and safety hazard in accordance with the declaration of the Town Council as set out in section 2.06. When a vehicle is removed from privately owned property at the request of a person, the person at whose request such vehicle is moved shall indemnify the Town against loss or expense incurred by reason of removal, storage or sale thereof.

Sec. 8-3010. - Removal of vehicles; post-towing requirements.

Any abandoned, nuisance or junked motor vehicle which has been ordered removed may, as directed by the Town, be removed to a storage garage or area by the tow truck operator or towing business contracting to perform such services for the Town. Whenever such a vehicle is removed, the authorizing official shall immediately notify the last known registered owner of the vehicle, such notice to include the following:

- (1) The description of the removed vehicle;
- (2) The location where the vehicle is stored;
- (3) The violation with which the owner is charged, if any;
- (4) The procedure the owner must follow to redeem the vehicle; and
- (5) The procedure the owner must follow to request a probable cause hearing on the removal.

The Town shall attempt to give notice to the vehicle owner by telephone; however, whether or not the owner is reached by telephone, written notice, including the information set forth in subsections (1) through (5) above, shall also be mailed to the registered owner's last known address, unless this notice is waived in writing by the vehicle owner or agent.

If the vehicle is registered in North Carolina, notice shall be given to the registered owner within twenty-four (24) hours after vehicles is removed. If the vehicle is not registered in the state, notice shall be given to the registered owner within seventy-two (72) hours from the removal of the vehicle.



Whenever an abandoned, nuisance or junked motor vehicle is removed, and such vehicle has no valid registration or registration plates, the authorizing official shall make reasonable efforts, including checking the vehicle identification number, to determine the last known registered owner of the vehicle and to notify him of the information set forth in subsections (1) through (5) above.

Sec. 8-3011. - Right to probable cause hearing before sale or final disposition of vehicle.

After the removal of an abandoned vehicle, nuisance vehicle or junked motor vehicle, the owner or any other person entitled to possession is entitled to a hearing for the purpose of determining if probable cause exists for removing the vehicle. A request for hearing must be filed in writing with the county magistrate designated in G.S. §20-219.11(c) to receive such hearing requests, the magistrate will set the hearing within seventy-two (72) hours of receipt of the request, and the hearing will be conducted in accordance with the provisions of G.S. §20-219.11 as amended.

Sec. 8-3012. - Redemption of vehicle during proceedings.

At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to possession of the vehicle shall not allow or engage in further violations of this article.

Sec. 8-3013. - Sale and disposition of unclaimed vehicle.

Any abandoned, nuisance or junked motor vehicle which is not claimed by the owner or other party entitled to possession, will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such a vehicle shall be carried out in coordination with the Town and in accordance with Article 1 of Chapter 44A of the North Carolina General Statutes, except no probable cause hearing in addition to the hearing provided for in Section 2.11 is required.

State Law reference— Disposal of abandoned, nuisance or junked motor vehicle, by tow truck operator or towing business, G.S. § Art.1, Ch. 44A.

Sec. 8-3014. - General penalty.

(a) Except as set forth in subsection (b), violation of any provision of this Code or any other Town ordinance shall be a misdemeanor as provided by G.S. § 14-4(a).

(b) Violation of any provision of this Code 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.

Sec. 8-3015. - Exceptions.

Nothing in this article shall apply to any vehicle:

(1) Regulated under G.S. § 160A-303.2 which is kept or stored at a bona fide "automobile graveyard" or "junkyard" as defined in G.S. § 136-143, in accordance with the "Junkyard Control Act," G.S. § 136-141, et seq., or the removing or disposing of any motor vehicle that is used on a regular basis for business or personal use; and

(2) Regulated under G.S. § 160A-303 which is in an enclosed building or any vehicle on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise, or to any vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the Town.

Sec. 8-3016. - Unlawful removal of impounded vehicle.

It shall be unlawful for any person to remove or attempt to remove from any storage facility, designated by the Town, any vehicle which has been impounded pursuant to the provisions of this Code, unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid.

State Law reference - Definition of junkyard, G.S. § 136-143, Junkyard Control Act, G.S. Junkyard Control Act, G.S. 136 136-141

Sec. 8-3017. - Protection against criminal or civil liability.

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned, nuisance or junked motor vehicle, for disposing of such vehicle as provided in this article.”

ADOPTED THIS, THE 6TH DAY OF MAY, 2019.

/s/ JOHN F. BLACK, JR., Mayor

ATTEST: /s/ Town Clerk

**RESOLUTION AMENDING CHAPTER 4 OF PART 8  
OF THE CODE OF ORDINANCES OF THE TOWN OF VALDESE**

IT IS HEREBY RESOLVED that Chapter 4 of Part 8 of the Code of Ordinances is amended to read as follows:

**“CHAPTER 4 – NUISANCES RELATED TO PROPERTY**

**Sec. 8-4001. - Definitions**

As used in this chapter, the following terms shall have the meanings ascribed to them in this section unless the context clearly indicates that a different meaning is intended:

Agent means the person who manages or has custody of a business building or the person to whom rent thereon, if any, is paid.

Apartment or apartment house or tenement house means every house, building, or portion thereof which is rented, leased, let or hired out to be occupied or is occupied as the house, home or residence of more than two families, living independently of each other and doing their cooking on the premises, or by more than one family upon a floor, so living and cooking, but having no common right in the halls, stairways, yards, water closets or privies.

Ashes means the residue from the burning of wood, coal, coke or other combustible material. "Ashes" shall not include cremated human remains.

Attached business unit means a structure of two or more business offices constructed as one unit, such as a dental office, medical office, insurance office or any other business in which the major activity is providing a service or is clerical in nature and does not in itself produce a product.

Brushwood means large, heavy yard trimmings resulting from heavy pruning or shrub removal with maximum six-inch diameter at large end;

Building material means lumber, brick, stone, dirt, carpet, plumbing materials, plaster, concrete, floor coverings, roofing material, gutters and other materials or substances accumulated as a result of new construction, repairs, remodeling, or additions to existing structures or accessory structures or demolition of such.

Bulk container means a commercially made metal container designed to store and hold rubbish and solid waste until the same can be collected for disposal, generally having a capacity of not less than four cubic yards nor more than eight cubic yards and capable of being serviced and emptied by automated machinery.

Bulk service means a customer that stores and disposes of rubbish and solid waste in a bulk container.

Business building means any structure, whether public or private, in the Town that is adapted for occupancy for transaction of business, for rendering of professional service, for amusement, for the display, sale or storage of goods, wares or merchandise or for the performance of work or labor, including, but not being limited to, hotels, office buildings, public buildings, stores, theaters, markets, restaurants, grain elevators,

abattoirs, warehouses, workshops, factories in business areas and all outhouses, sheds, barns and other structures on premises used for business purposes.

Collection means the act of removing solid waste from a point of generation to an approved disposal site. Collection on private property means the act of removing solid waste from private developments for an additional fee from a point of generation to an approved disposal site. Collection shall be made at a mutually established location approved by the property manager and the Town manager or appointed designee for automated collection.

Commercial establishment means any structure or location, whether public or private, that is adapted for occupancy for the transaction of business, for the rendering of professional services, for amusement, for the display, sale or storage of goods, wares or merchandise, or for the performance of work or labor, including hotel rooms, rooming houses, office buildings, public buildings, stores, theaters, markets, restaurants, grain elevators, abattoirs, warehouses, workshops, factories and all other houses, sheds, barns and other structures on premises used for business purposes. "Commercial establishment" shall also include churches, houses of worship or other religious or eleemosynary institutions, regardless of size.

Construction and demolition waste means solid waste incident to maintenance, remodeling or new construction, including, but not limited to, mineral matter, wood, sheetrock, shingles and metal, but specifically excluding any substance which is contaminated by asbestos, lead based paint, or any other substance the disposal of which is regulated as a toxic or hazardous material.

Condominium means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

Disabled person means any person who by reason of infirmity, or other physical or mental impairment is incapable of complying with the provisions of this chapter as it relates to the placement of refuse containers curbside. Included in the definition are children 12 years of age and under;

Family living unit means, but is not limited to, single-family residences, single mobile homes, single-family living units in duplexes, apartments, and other multifamily dwellings, but shall not include hotels or motels;

Fee means that charge by the Town associated with a good or service provided to or for the benefit of a customer.

Garbage means all putrescible wastes except sewage and body wastes, including all meat, vegetables and fruit refuse commonly resulting from the handling, preparation, cooking and consumption of food, from or on any premises within the Town limits.

Graffiti shall mean writings, drawings, inscriptions, figures, or marks of paint, ink, chalk, dye, or other similar substances on public or private buildings, sidewalks, streets, structures, or places which such marking are not authorized or permitted by the property owner or possessor. For the purpose of this chapter, graffiti shall include drawings, writings, markings, or inscriptions regardless of the content or the nature of the materials used in the act.

Nothing in this chapter shall be construed to prevent temporary, easily removable chalk or other water soluble markings on public or private sidewalks, streets or other paved surfaces which are used in connection with typical children's activities, such as drawings, or bases for stick ball, kickball, handball, hopscotch or other similar activities. Nothing in this chapter shall be construed to prohibit temporary, easily removable chalk or other water soluble markings used in connections with any lawful business or public purpose or activity.

Hazardous household waste means any of the following materials, existing in a home because of their use in that home: pesticides; herbicides; petroleum products (epoxy resins, coal tar, polishes, thinners, mineral spirits, varnish, grease, caulking materials); solvents; acids (muriatic, hydrochloric, sulfuric, phosphoric); poisons (arsenic, lead, chrome and warfarin compounds); alkaline material (photo developers, sodium hydroxide, bleaches); oil based paints and stains, but not latex paints; batteries of all kinds, for cars, flashlights, smoke detectors, hearing aids, toys, watches and similar batteries; antifreeze; and used motor oil.

Hazardous material or hazardous waste. The following is an explanation of hazardous waste as published in the North Carolina Hazardous Waste Management Law adopted for the Federal Environmental Protection Agency (EPA). For the purposes of this chapter, the definition "hazardous waste" has been condensed. The terms defined are not inclusive of all items specified by the EPA regulations. Hazardous waste is defined as potentially dangerous byproducts of our highly industrialized society which cannot be handled, treated or disposed of without special precautions. It includes ignitable, corrosive, reactive and

toxic waste such as acetone, gasoline and industrial alcohol, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected material, offal, fecal matter (human and animal), and explosives.

Health official means the chief health official of the County Health Department or any health department including County or any person whom he has authorized to perform any of the powers or duties conferred upon him by this article.

Hotels and motels mean places of business whose primary business and the one in which they are normally and customarily engaged in supplying temporary living quarters with limited family living facilities for short periods of time.

Household sharp medical waste means any type of product capable of puncturing or lacerating the skin that is designed or used to treat, diagnose, or prevent a disease or medical condition, including, but not limited to, scalpels and hypodermic needles.

Industrial and commercial waste means those wastes, including solids, semisolids, sludge and liquids generated by an industry, commercial establishment or other manufacturing enterprise that is not classified as a hazardous waste or requires special handling such as oils, acids, etc.

Infectious waste means a solid waste capable of producing an infectious disease. Examples of waste designated as infectious are: micro-biological waste, pathological waste, blood products, improperly packaged sharps and all other waste as defined in the medical waste management regulation under 15A NCAC 13B.1200 in North Carolina Solid Waste Management rules.

Liquid waste means any waste material that is determined to contain free liquid as defined in Method 9095, Paint Filter Liquid Test, as described in Test Methods for Evaluating Solid Waste, Physical/Chemical Method, as published in the Environmental Protection Agency Publication No. SW-846 or any successor or equivalent publication.

Litter means any discarded man-made materials including, but not limited to, solid waste materials, industrial materials, household trash, business trash, building materials, scrap materials and hazardous waste as such terms are defined in this chapter and not properly containerized or prepared for collection and disposal.

Multifamily residential unit means two or more single-family dwellings constructed as one unit, such as apartment houses, motels, mobile home parks, townhouses, patio houses, or condominiums. Duplexes/triplexes built on public streets are not considered multifamily residential units.

Nuisance means any condition or use of property, or any act or omission affecting the condition or use of property, which directly threatens the safety of citizens; adversely affects the general health, happiness, security and welfare of others; or is detrimental to the rights of others to the full use of their own property and their own comfort, and happiness because of decreased property values and the unattractiveness and livability of neighborhoods. Further, the Town Council finds and declares that the following specific conditions are prejudicial to the general health, safety and welfare of the Town and its citizens; lessen the attractiveness and livability of the Town; and, when located on any lot or parcel of land within the Town limits, are a nuisance.

Occupant means the individual, firm, partnership or corporation that has the use of, controls or occupies any business building, apartment house or tenement house, or any portion thereof, whether owner or tenant. In the case of vacant business buildings, apartment houses or tenement houses, or any vacant portion of a business building, apartment house or tenement house, the owner, agent or other person having custody of the building shall have the responsibilities of an occupant of a building.

Occupant means the person who has the use of or occupies any business building or any part thereof, or who has the use or possession, actual or constructive, of the premises, whether the actual owner or tenant. In the case of vacant business buildings or any vacant portion of a business building, or in case of occupancy in whole or in part by the owner and agent of the building, such owner or agent shall be deemed to be and shall have the responsibility of an occupant of such building.

Opening means any opening in foundation, sides or walls, ground or first floor or basement, including chimneys, eaves, grills, windows, ventilators, walk grates, elevators and any pipes, wires or other installations through which a rat may enter.

Open place shall constitute any portion or area of a property not enclosed by walls, this shall include, but not be limited to, carports, patios, porches, decks, terraces, lean-tos, outbuildings, and the like, which are exposed to the exterior and/or public view, including, but not limited to, front, side, and/or rear yards. Tarps, plastic sheeting, canvas sheeting, unfinished building materials or the like shall not constitute walls.

Owner means the person owning the business building or premises, or agent of the building or premises, or the person to whom rent is paid; whether an individual, firm, partnership or corporation. In the case of business buildings leased or rented with a covenant in the lease or other agreement under which the lessee is responsible for maintenance and repairs, the lessee shall also be considered in such cases as the owner for the purpose of this chapter.

Physical disability means a medical condition, verified by a registered physician, that makes an individual physically unable to bring the automated refuse/automated recycling container to the curbside for collection and where there is no one else residing in the household capable of taking the containers to the curbside.

Premises means business houses, boardinghouses, rooming houses, offices, theaters, hotels, tourist camps, apartments, restaurants, cafes, bars, eating houses, hospitals, schools, private residences, mobile home parks, vacant lots and other places where garbage, trash or rubbish accumulates.

Private street means a street not open to public use, on private property, and not maintained by any governmental agency.

Private property means all of that property as described and set out in an owner's deed including, but not limited to, yards, grounds, driveways, entrances or passageways, parking areas, storage areas, vacant land, bodies of water and including sidewalks, grass strips, one-half of alleys, curbs or rights-of-way up to the edge of the pavement of any public street.

Public street means the entire width between property lines, whatever nature, when any part thereof is dedicated or open to the use of the public as a matter of right for the purpose of vehicular or pedestrian traffic.

Public property means all that property except private property as herein defined, including but not limited to highways, streets, parks, recreation areas, sidewalks, grass strips, medians, curbs or rights-of-way up to the edge of the pavement of any public street or body of water.

Qualifying customer means a single-family detached home, duplex, or condominium regardless of the size of complex, or an apartment, tenement house or townhome which, when combined with all other units located on the premises, is comprised of not more than six family living units.

Rat eradication means the removal, killing, destruction and extermination of rats by systematic use of traps or by poisons and by other methods.

Rat harborage means any condition which provides shelter or protection for rats, thus favoring their multiplication and continued existence in, under or outside of a structure of any kind, including, but not limited to, conditions on vacant lots, creeks, branches, ditches, rubbish heaps, junkyards and any other places inside or outside of structures which afford shelter or provide a place or situation favoring the breeding, multiplication or continued existence of rats.

Rat stoppage or rat-proofing means a form of construction to prevent ingress of rats into business buildings from the exterior or from one building to another; it consists essentially of the closing, with material impervious to rat gnawing, of all openings in the exterior walls, ground or first floors, basements, roofs and foundations, that may be reached by rats from the ground, by climbing or by burrowing.

Refuse means all solid wastes, including garbage, rubbish and trash.

Rollout container means a plastic or fiberglass container, having wheels for ease of movement and a lid which securely covers the bin designed to keep flies and other vermin from refuse, which is approximately 95 gallons in size and designed for the automatic collection of refuse by Town machinery.

Rubbish or trash means matter that is worthless or useless or of no substantial, practical value or matter that is of value only when it has decayed or has been recycled. Rubbish is solid waste, exclusive of garbage or ashes, including, but not limited to, leaves, pine needles, twigs, limbs and other such parts of trees not useful as timber and shall include the trunks and limbs of trees, even though useful for timber, when the same have been blown down or felled, either partially or totally, and which have become dried and flammable; tin or aluminum cans, bottles, papers, paper boxes or cartons, small light wood or crafting materials, rags, excelsior, rubber, leather, metals, wire or wire scraps, glass and crockery, but shall not include salvage automobiles, buses, or other items which in the judgment of the Town is likely to cause damage to equipment of the Town or injury to employees of the Town, or is likely because of the nature, size or weight of the material, to handicap or overburden the automated equipment.

Sharps container means a container specifically manufactured for the disposal of sharp medical waste.

Single business unit means any single nonresidential unit that generates no more garbage per week than can be placed or stored in a maximum of one rollout container with a total capacity of no more than 95 gallons when accumulated between collections, such as a dental office, medical office, insurance office or another



business in which the major activity is providing a service or is clerical in nature and does not in itself produce a product.

Single-family residential unit means any dwelling place occupied by one family and not defined as a multifamily residential unit.

Solid waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including by way of example and not by limitation, rubbish, garbage, commercial and industrial waste, scrap materials, junk, refuse, demolition and construction debris and landscape refuse, but shall not include sludge from air or water pollution control facilities, septic tank sludge or agricultural or unacceptable waste.

Solid waste disposal facility means any land or structure or combination of land area and structures, including dumps, landfills and transfer stations used for storing, transferring, collecting, separating, processing, recycling, recovering, treating, salvaging, reducing, incinerating or disposing of solid wastes.

Stationary bulk compactor means any Town approved container made of watertight construction that contains a packing mechanism and an internal or external power unit, and constructed so that the container can be emptied mechanically by means of automated equipment for the purpose of collection of solid waste.

Town home or town house means an apartment or other family living unit which is capable of ownership separate and apart from other portions of the structure to which it is conjoined or of which it may be a part, but of which there is no ownership interest in the common areas of the facility in the owner of the individual dwelling unit.

Unacceptable waste means items which are not appropriate for disposal through this means and includes, but is not limited to, sewage and its derivatives, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, and hazardous waste.

Unit means one single-family residence or an individual apartment, motel room or suite, mobile home, townhouse, patio house, condominium, cluster home in a multifamily residence, unless otherwise specified by the Town.

Waste means all useless, unwanted, or discarded materials resulting from industrial, commercial, agricultural and residential activities.

White goods mean large household appliances, regardless of actual color, including, but not limited to, refrigerators, stoves, washers, dryers, etc.

Yard waste means vegetative matter and other materials generated while providing normal maintenance to the yard areas adjacent to a single-family residential unit without earth, soil or other mineral matter attached thereto, including, but not limited to, leaves, grass, twigs, limbs, hedge trimmings, plant trimmings, and shrubs. This shall not include plastic or synthetic fibers, lumber, rocks, gravel, dirt or tree or shrubbery remains except as specifically authorized herein, or soil contaminated with hazardous waste.

#### Section 8-4002. – Nuisance

Any condition specifically declared to be a danger to the public health, safety, morals and general welfare of inhabitants of the Town and a public nuisance by the Town Council or is in violation of any Town, county or state health regulation is considered to be a nuisance, as follows, but not limited to:

##### (1) Unfit Habitat

- (a) Whatever renders the air, food or water unwholesome.
- (b) Whatever building, erection, structure or part of cellar thereof is overcrowded or not provided with adequate means of ingress and egress or is not sufficiently supported, ventilated, drained, cleaned or lighted.
- (c) An occupied or used improvement thereon without utility services resulting in conditions which are detrimental to the health, safety or welfare of citizens and the peace and dignity of the Town.

##### (2) Unsanitary, stagnant, or inhibited water

- (a) Any stagnant water, to include all cellars and foundations of houses whose bottoms contain stagnant or putrid water.
- (b) Disease vectors. An open place of collection of water where insects tend to breed; permitting of any stagnant water, filth or any other matter harmful to health or comfort to remain on the premises of the owner or premises under control by the owner or person in control within the corporate limits after twenty-four (24) hours' notice of such condition;
- (c) All business organizations, such as public motor vehicle garages, service stations, dry cleaning establishments, and any other businesses or industrial organizations which shall discharge any petroleum products, chemicals or other such substances which would or could pollute any creek or stream within the zoning jurisdiction of the Town.



(d) It shall be unlawful for any person to obstruct the flow of water in any stream or drainage way within the Town by throwing or placing stumps, brush, rubbish, litter or other material within or along the banks of any such stream or natural drainage way.

(e) Any improper or inadequate drainage on private property which causes flooding, interferes with the use of, or endangers in any way the streets, sidewalks, parks or other Town-owned property of any kind; provided, that the notices required and powers conferred by this chapter by and on the public official in abating the nuisances defined by this paragraph shall be given and exercised by the Town manager or the director of public works;

(3) Rats, snakes, carcass and feral animals:

(a) Any building or premises which is constructed or maintained in such a manner so as to provide food, shelter or protection for rats.

(b) Firewood, if stored outdoors, shall be stacked orderly to prevent wildlife habitat.

(c) Hides, dried or green, provided the same may be kept for sale in the Town when thoroughly cured and odorless;

(4) Junk:

(a) Any furniture originally intended for indoor or interior use, outdoor furniture in disuse or disrepair,

(b) Seating removed from motor vehicles,

(c) Storage containers,

(d) Automotive parts and/or supplies,

(e) Inoperable appliances, exercise equipment.

(f) Other metal products of any kind or nature kept within an open place which have jagged edges of metal or glass, or areas of confinement.

(g) Junked motor vehicles on public grounds and private property (Reference Section 2: Abandoned, Junk and Nuisance Motor Vehicles).

(5) Plant Overgrowth

(a) Weeds, grasses and/or other vegetation on one's residential, business, or vacant lot which is over 8 inches in height on the average or to permit such lot to serve as a breeding place for mosquitoes, as a refuge for rats and snakes, as a collecting place for trash and litter or as a fire hazard.. It will be the responsibility of the owner to cut and remove all weeds and other overgrown vegetation as often as necessary so as to comply with the provisions of this section. This provision shall not apply to lots greater than one acre, but shall be maintained in accordance with this provision to a depth of 20 feet from its property lines if and only if the adjacent property is occupied by a dwelling or other structure located within 50 feet of such property. This provision will not apply to wooded vacant lots that are more than 75 percent covered with mature trees, or property that consist of ravines, creek banks, or severe slopes which may cause the maintenance dangerous or unsafe. Furthermore this provision will not apply to vacant lots that are larger than three acres in size (i.e. Golf courses, farmland, vineyards, etc...). Natural means of plant removal is permitted on parcels of land greater than 200 acres;

(b) A place of vines, shrubs or other vegetation over eight inches in height when such vines, shrubs or vegetation are a focal point for any other nuisance enumerated in this Code; provided, the nuisance herein defined by this subsection shall be cleared and cut only when it is necessary to abate any other nuisance described in this section;

(c) A place of growth of noxious vegetation, including poison sumac (*Rhus vernix*), poison ivy (*Rhus radicans*) or poison oak (*Rhus Toxicodendron*), in a location likely to be accessible to the general public;

(d) Any hedge, shrubbery, tree or plant along any street, alley or sidewalk planted closer than 18 inches or extending closer than 12 inches or lower than 14.5 feet to such street, alley or sidewalk, or any of the above-mentioned vegetation that obscures clear vision as located within the protected sight distance triangle.

(6) Trash and waste.

The storage of garbage and trash in containers as prescribed by this chapter and the regular collection thereof by the Town upon payment of fees and charges as provided in this chapter are hereby declared to be essential to the efficient operation of the Town and to the prevention of disease and protection to the public health. Any accumulation of rubbish or trash causing or threatening to cause the inhabitation therein of rats, mice, snakes or vermin of any kind.

(1) Scattering of garbage or trash, storage of garbage or trash except in containers as provided by this chapter, or the accumulation of trash by reason of nonpayment of fees or charges for its removal is hereby declared to be a nuisance and a violation of this chapter.

(2) Under no circumstances shall trash or garbage be allowed to accumulate or be stored for a period longer than 30 days.

(3) Under no circumstances shall trash or garbage be dumped or stored on any right of way or in any alley or on any lot without being placed in proper containers as prescribed herein.

(4) No industrial wastes, manure, debris from construction or repair work, leaves, trees or tree trimmings may be dumped or stored on any within any right of way or in any alley.

(5) No owner or occupant of any premises shall prohibit or prevent weekly solid waste collection services at the premises.

(6) An open place of collection of garbage, food waste, animal waste or any other rotten or putrescible matter of any kind.

(7) Public streets maintenance

(a) Failure to clean or clear a public street, property, and adjoining sidewalks of any earth, sand or mud and debris related to a construction, timbering, or other similar land use project within 12 hours after notification by the Town for major and minor thoroughfares or within 24 hours after such notification for collector and local streets; however, if it is found by the Town that the situation is causing a clear and present danger or hazard to traffic or the general public, such cleaning or clearing may be required to take place as soon after notification as practicable. This provision does not preempt any applicable federal, state, or county regulations applicable to said events.

(b) Property owners are required to maintain any area of their property which is located between a public sidewalk and the curb of a paved street in accordance with the guidelines set forth in this section.

(8) Odor

(a) Unsightly litter, foul or offensive odors which remain upon or emanate from a property.

(b) Maintaining animals in an unsanitary environment which results in unsightly or offensive animal waste, litter, or odor which would disturb a reasonable person.

(9) Construction materials: Lumber and building supplies, earth, sand and/or gravel on construction sites where the work is discontinued for a period of 60 days

(10) Graffiti. It shall be unlawful for any person owning property, acting as manager or agent for the owner of property, or in possession or control of property to fail to remove or effectively obscure any graffiti.

(11) Animals sanitation:

(a) Any person owning, harboring, walking, in possession of or in charge of a dog, which defecates on public property, public park property, public right-of-way property or any private property without the permission of the private property owners, shall remove all feces immediately after it is deposited by the dog. All feces removed in accordance with this section shall be placed in a suitable bag or other container that closes and disposed of in a lawful manner.

(b) Any person, while harboring, walking, in possession of or in charge of a dog on public property, public park property, public right-of-way or any private property without the permission of the private property owner, shall have in possession a bag or other container that closes, which is suitable for removing feces deposited by the dog.

(c) The provisions of this Section shall not apply to visually impaired persons using dogs as guides.

(12) Abandoned Manufactured Homes, reference Article 5

State Law reference— Similar provisions, G.S. § 160A-193

Section 8-4003. – Exceptions

Exceptions. The provisions contained in subsection 1.02. 4: Junk and 6: Trash and debris, shall not apply to commercial property owners, including, but not limited to, junk yard dealers, salvage companies, yard waste recycling operations, cement, quarry or other mining type businesses, whose operations include the accumulation, storage, sale, repair, or maintenance of such materials or objects and who have obtained all applicable zoning and operating permits and are following all applicable ordinances contained within the Code of Ordinances and the Zoning Ordinance. In addition, the provision contained in subsection 1.02.7.a. shall not apply to stockpiled rock, stone, gravel, sand, earth, or other similar materials on sites utilized and maintained by the North Carolina Department of Transportation or the municipality.

Section 8-4004. – Notice.

(a) Whenever the code enforcement officer or appointed designee has determined that the conditions on a particular lot or parcel of land are a nuisance and should be abated or otherwise corrected, the code enforcement officer or appointed designee shall give notice to the owner, lessee or other person in possession of the premises in writing setting forth the findings and describing the appropriate corrective action. The code enforcement officer or appointed designee may establish a deadline, not to exceed sixty (60) days, for the abatement of the nuisance.

(b) The notice may be served upon the owner, occupant or person in possession of the premises by at least one (1) of the following methods:

(1) By delivering a copy of the notice to the person or by leaving copies of the notice at the person's residence; or

(2) By mailing a copy of the notice by registered or certified mail, return receipt requested, addressed to the person to be served and delivered to the addressee; or

(3) By delivering a copy of the notice to any official, employee or agent of a corporation, partnership or business; or

(4) If, after a due and diligent effort, the person cannot be located, by posting a copy of the written notice in a prominent place upon the real property.

Sec. 8-4005. - Removal or abatement of nuisances.

Upon investigation and discovery of any of the conditions deemed a nuisance, the code enforcement officer or appointed designee shall make a written report of his findings and may order that appropriate corrective action be taken, including the removal or abatement of such conditions by the person creating the nuisance or by the owner, occupant or other person in possession of the premises on which the nuisance is located. Prompt abatement is required within 10 days from the receipt of such written notice.

Sec 8-4006. – Chronic Violator

The Town may notify a chronic violator of the Town's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the Town shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The notice shall be sent by certified mail. A chronic violator is a person who owns property whereupon, in the previous calendar year, the Town gave notice of violation at least three times under any provision of the public nuisance ordinance.

State Law reference— Similar provisions, G.S. § 160A-200.1

Sec. 8-4007. - Removal or abatement of other conditions.

Prior to ordering the removal of conditions which do not threaten the public safety or pose a general threat to the health, safety and general welfare of the citizens of the Town, the code official or appointed designee shall first determine that such conditions are visible from adjacent property or from a nearby street or highway and that the benefits of removing or correcting the conditions outweigh the burdens imposed upon the private property owner. Such findings shall be based upon a balancing of the monetary loss of the owner against the corresponding gain to the public by promoting or enhancing the community, neighborhood or area appearance, including protection of property values, indirect protection of public health and safety, preservation of the character and integrity of the community and the promotion of comfort and quality of life of area residents.

Sec. 8-4008. - Appeal.

Within the time period stated in the notice to abate, the owner or occupant of the property where the nuisance exists may appeal the findings of the code enforcement officer to the Board of Adjustment (BOA) by appearing before the BOA at the appeal hearing date and time given on said notice. The abatement of the nuisance will be postponed by the code enforcement officer until the final determination for the appeal is made by the BOA. The BOA will need to make a 4/5 finding to overturn the code enforcement officer's ruling. In the event no appeal is taken within the time period stated to abate, the code enforcement officer may proceed to abate the nuisance.

Sec. 8-4009. - Removal by Town.

If any person, having been ordered to abate a public nuisance pursuant to this chapter, fails, neglects or refuses to abate or remove the condition constituting the nuisance within 15 days from receipt of such order, the designee may cause such condition to be removed or otherwise remedied by having employees of the Town or contracted work go upon such premises and remove or otherwise abate such nuisance under the supervision of an official or employee designated by the code enforcement officer. Any person who has been ordered to abate a public nuisance may, within the time allowed by this chapter, request the Town, in

writing, to remove such condition, the cost of which shall be paid by the person making such request. The Town may require such requestor to deposit some or all of the estimated cost of such removal, prior to doing the work, or may require the requestor to execute an agreement giving security for the payment of such costs.

Sec. 8-4010. - Emergency action.

Notwithstanding the provisions of section 1.09, the code enforcement officer or appointed designee shall have authority to summarily remove, abate or remedy or cause to be removed, abated or remedied, any condition that is dangerous or prejudicial to the public health or public safety.

Sec. 8-4011. - Penalties.

(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). Violators shall be issued a written citation which must be paid within seventy-two (72) hours of receipt. 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.

(d) In addition to or in lieu of remedies authorized in subsections (a) and (c), violations of any articles of this chapter may be prosecuted as a misdemeanor or otherwise in accordance with G.S. §160A-175.

Sec. 8-4012. - Right of entry.

The code official or appointed designee is hereby given full power and authority to enter upon the premises upon which a nuisance is found to exist under the provisions of this chapter for the purpose of abating the nuisance as provided in this chapter.

Sec. 8-4013. - Cost of abatement declared lien.

(a) The actual cost incurred by the Town in removing or otherwise remedying a public nuisance shall be charged to the owner of such lot or parcel of land, and it shall be the duty of the finance department or public services department to mail a statement of such charges to the owner or other person in possession of such premises, with instructions that such charges are due and payable within 30 days from the receipt thereof.

(b) If charges for the removal or abatement of a public nuisance are not paid within 30 days after the receipt of a statement of charges, such charges shall become a lien upon the land or premises where the public nuisance existed and shall be collected as unpaid taxes

(c) The procedure set forth in this chapter shall be in addition to any other remedies that may exist under law for the abatement of public nuisances, and this chapter shall not prevent the Town from proceeding in a criminal action against any person violating the provisions of this chapter.

(d) All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. If any part of this ordinance shall be adjudged invalid, such adjudication shall apply only to such part so adjudged and the remainder of the ordinance shall be deemed valid and effective.

State Law reference— Authority for abatement of public nuisances, G.S. § 160A-193.”

ADOPTED THIS, THE 6TH DAY OF MAY, 2019.

/s/ JOHN F. BLACK, JR., Mayor

ATTEST: /s/ Town Clerk

### **RESOLUTION AMENDING CHAPTER 6 OF PART 8 OF THE CODE OF ORDINANCES OF THE TOWN OF VALDESE**

IT IS HEREBY RESOLVED that Chapter 6 of Part 8 of the Code of Ordinances is amended to read as follows:

“PART 8 – OFFENSES

CHAPTER 6 – OTHER GENERAL NUISANCES

Sec. 8-6021. Storage and removal of junk.

(a) No junk or any vehicle, including automobiles and trucks, shall be burned in or on any premises occupied as a junkyard.

(b) The maintenance of wrecked or unusable automobiles and other junk items as described herein shall be allowed by auto wrecking yards, salvage yards or junkyards; provided that such business is a properly licensed business, and provided also that all open storage of such items must be completely screened from public view by topography, by pregrown planted screens, or by a fence maintained in good repair, which shall not be used as a signboard or signboards or used for advertising purposes. (Ord. Of 10-9-78).”

ADOPTED THIS, THE 6TH DAY OF MAY, 2019.

/s/ JOHN F. BLACK, JR., Mayor

ATTEST: /s/ Town Clerk

Councilman Ogle made a motion to approve the four aforementioned resolutions, seconded by Councilman Sweezy. The vote was unanimous.

**PUBLIC HEARING FOR CONDITIONAL USE PERMIT #1-4-19** Mayor Black introduced the Conditional Use Public Hearing and asked if anyone wished to speak either for or against to please come forward and be sworn in by Deputy Town Clerk Courtney Kennedy. Ms. Kennedy administered oaths to Planning Director Larry Johnson, Adam McCurry, David Case, and Robert Dunn.

Mayor Black declared the public hearing open.

Planning Director Larry Johnson briefly reviewed highlights of the following report:

Permit for Multi-family Development in B-2 General Business District, Conditional Use Permit 1-4-19:

**APPLICANT AND PROPERTY OWNER:**  
Striker Properties, LLC

**REQUEST:**  
Applicant requests a Conditional Use Permit to allow a 60-unit multi-family project in the B-2 General Business District.

**LOCATION:**  
108 Praley St SW and Waldo St (Adjacent Parking Lot).

**LAND USE AND ZONING:**  
The property in question is comprised of two parcels totaling 1.53 acres. These properties were recently rezoned to B-2 General Business from M-1 Manufacturing.

**SURROUNDING ZONING:**  
North: B-1 Central Business  
South: M-1 Manufacturing  
East: B-1 Central Business and M-1 Manufacturing  
West: B-1 Central Business

**SURROUNDING LAND USES:**  
North: Commercial - BP Gas Station and Family Dollar (Dollar Tree)  
South: Manufacturing – Valdese Packaging & Label, Incorporated  
East: Retail and Residential – Debbie Huffman Dance Studio, Single Family Dwelling  
West: Retail – AutoZone Automotive parts

**TRANSPORTATION:**  
Traffic counts provided by NCDOT show an average daily count of 11,000 cars on Main Street SW, from Praley St. to Church Street, and an average of 1,000 cars on Praley Street from the intersection of Praley Street SW and Saint Germain Avenue SW.



To obtain a Drive Way Permit for the property, NCDOT will require the developer or property owner to: (1) conduct a TIA (Transportation Improvement Analysis) study to determine the impact of a 60-unit multifamily complex on the NCDOT road system, and (2) submit a Drive Way Permit Application and have that application approved.

#### **UTILITIES:**

The Town of Valdese has the capacity and will provide water and sewer services. This area is being served with a 6-inch water line and an 8-inch sewer line. One master meter is being proposed in lieu of 60 individual meters.

#### **LAND USE PLAN:**

The Valdese Vision – A Land Use Action Plan for the Future identifies the future use of this property as residential.

#### **CONDITIONAL USE REQUEST HISTORY:**

There is no conditional use history on these parcels.

#### **APPLICABLE CODE SECTIONS:**

##### **Section 9-3056 General Business District (B-2)**

- 1) The intent of the General Business District is to encourage the establishment of areas for general business that do not require a central location. These districts are normally located along major radial highways leading out of town where they provide retailing goods and services to the traveling public and local residents.
- 2) Uses permitted with a conditional use permit: Multi-family building.

##### **Article F Off-Street Parking Requirements**

- 1) 9-3071 Parking Spaces to be Required and Permanent
  - i) Off-street parking space shall be provided in accordance with Article F in all districts except B-1 Central Business District.
  - ii) The off-street parking space required shall be permanent spaces and shall not be used for any other purpose.
  - iii) Each parking space shall be 30 degrees, 60 degrees, or 90 degrees and a minimum of nine (9) feet by eighteen (18) feet if angled. If paralleled, the parking space must be a minimum of seven (7) feet by twenty-two (22) feet.
  - iv) Required off-street parking spaces for any use shall not be located more than 400 feet from the use they are intended to serve.
- 2) Section 9-3074 Schedule of Parking Spaces
  - i) Off-street parking spaces shall be provided and permanently maintained by the owners and occupants of the following use classifications: Residential – two (2) spaces for each dwelling unit.
- 3) Section 9-3076 Parking Lot Design Requirements
  - i) Off-street parking areas should be designed to create a safe and comfortable passage for the pedestrians. All off-street parking lots, including exits, entrances, drives and parking areas shall
    - a) Allow for traffic movement in accordance with generally accepted design principles.
    - b) Have physical access to a public street.
    - c) Be designed so that storm water runoff from the parking area does not create erosion, flooding, or other nuisance conditions.
    - d) Off-street parking areas, loading, egresses and ingresses, shall be paved with asphalt or concrete.
    - e) Be maintained as long as the use, which it serves exist. Each parking space shall be marked and maintained.
    - f) Unless otherwise required, all off-street parking with more than ten (10) automotive vehicles that adjoins any plot of land zoned or used for single family residential purposes, shall be screened with landscaped devices.
- 4) Section 9-3077 Landscaping of Parking Area
  - a) Landscaping shall not obstruct the view of motorists using any street, private driveway, parking aisles or the approach to any street intersection so as to constitute a traffic hazard.
  - b) Meet landscaping requirements for interior areas of parking areas. Interior areas are defined as the areas within the property used for vehicular storage, parking or movement.



- c) Meet landscaping requirements for street yards of parking areas. Street yards are **defined** as the area between the public right-of-way and interior areas.
- d) Adhere to Tree and Shrub specifications.
- e) Meet the abutting property landscaping requirements.
- 5) Section 9-3147 Conditional Uses
  - i) The Valdese Town Council shall grant in particular cases and subject to appropriate conditions and safeguards, permits for conditional uses as authorized by this Valdese Zoning Ordinance and set forth as Conditional Uses under various use districts.

**POSSIBLE FINDINGS AS RELATED TO THE GENERAL STANDARDS FOUND IN SECTION 9-3147**

- 1) The use will not adversely affect the health, or safety of persons residing or working in the neighborhood of the proposed use.  
**Applicant complies. (9-147.4)**
- 2) The use will not be detrimental to the public welfare or injurious to property or public improvements in the neighborhood.  
**Applicant complies. (9-3147)**
- 3) The use, which is listed as a conditional use in the district in which it is proposed to be located, complies with all required zoning standards.  
**Applicant complies or agrees to comply. (9-3147)**

**TO ASSURE THAT THE PROPOSED USE WILL CONFORM TO THE REQUIREMENTS AND SPIRIT OF THE CONDITIONAL USE ORDINANCE, THE FOLLOWING SPECIFIC CONDITIONS ARE SUGGESTED:**

- 1) Applicant shall secure and maintain two (2) permanent parking spaces for each dwelling unit. Required off-street parking spaces for any use shall be located no more than 400 feet from the use they are intended to serve.  
**Applicant is attempting to comply. The project consists of sixty (60) units. Applicant has sixty-two (62) parking spaces on site and has leased fifty-eight (58) parking spaces at the vacant Alba Waldensian office (less than 400 feet from property site).**
- 2) Off-street parking areas should be designed to create a safe and comfortable passage for pedestrians.  
**Applicant agrees to comply. See 9-3076 Parking Lot Design Requirements**
- 3) The landscaping requirements shall comply with multi-family developments.  
**Applicant agrees to comply. See 9-3077 Landscaping of Parking Area**
- 4) One master meter will service the apartment units.  
**Applicant agrees to comply.**
- 5) The applicant must seek approval from the North Carolina Department of Transportation.  
**Applicant agrees to comply. The applicant agrees to secure from NCDOT a driveway permit and conduct a Transportation Improvement Analysis Study.**
- 6) Public Works shall not be responsible for any garbage pick-up or rough trash services.  
**Applicant agrees to comply. The applicant agrees to contract with a private contractor for the garbage and rough trash services.**
- 7) A management office will be located onsite.  
**Applicant agrees to comply.**

**REVIEW/DISCUSSION:**

The Valdese Town Council is required make findings based upon substantial evidence presented at the hearing. The Town Council may refer to staff's report to aid in its deliberations. It is the responsibility of the applicant to present such evidence in the form of testimony, exhibits, documents, models, plans, and the like that applicant desires to present in support of the application for a conditional use permit. The Town Council may designate such conditions which in its opinion will conform to the requirements and spirit of the conditional use ordinance.

If at any time after a conditional use permit has been issued the Town Council finds that the conditions imposed and agreements made have not been or are not being fulfilled by the holder of a conditional use permit, the permit shall be terminated, and the operation of such use discontinued. If a conditional use permit is terminated for any reason, it may be reinstated only after a public hearing is held.

The project will include 60 housing units in the building located on the property. The proposed development is permitted with conditional use approval from Valdese Town Council.

The project must meet or exceed all zoning requirements of the B-2 General Business District and Article F Off-Street Parking. Based upon the projection of 60 units, two parking spaces must be made available for each apartment, a total of 120 parking spaces. This parking area requirement can include off-street parking located no more than 400 feet of the project. The minimum area for each parking space shall be 9ft x 18ft.

Traffic counts show an average daily count of 11,000 cars on Main Street West and an average daily count of 1,000 cars on Praley Street SW. The North Carolina Department of Transportation will require the applicant to seek a driveway permit and conduct a traffic analysis study.

The Town of Valdese Public Works Department has stated that the property is served by a 6-inch water line and a 3-inch meter. Public Works agrees to one master meter serving the building in lieu of sixty (60) individual meters. If additional utility upgrades are required, the expense will be the responsibility of the developer.

The proposed project is consistent with Valdese's Master Land Use Plan for added residential property along Main Street that would provide downtown residential housing within walking distance of food and retail businesses along the Main Street corridor.

Finally, other elements related to this project, including appearance, density, tenure type, etc. are outside to the scope of zoning.

**PLANNING BOARD RECOMMENDATION:**

The Planning Board reviewed the Conditional Use Permit Application on Tuesday April 23<sup>rd</sup>. The Planning Board recommended approval with conditions as set forth by planning staff.

**PROPOSED FINDINGS OF FACT:**

- 1) That on April 11, 2019, the applicant applied for a Conditional Use Permit to allow a 60-unit Multi-family Residential development.
- 2) The parcels on which the development is proposed total 1.53 acres and can be further identified by Burke County Record Numbers 31001 and 30876. The parcels are located at 108 Praley Street SW and Waldo Street.
- 3) The Valdese Town Council has heard sworn testimony including testimony by staff and the applicant.
- 4) The Valdese Planning Board reviewed the application on April 23, 2019 and recommends approval by the Valdese Town Council with conditions.
- 5) The B-2 General Business District allows Multi-family Building as a conditional use.
- 6) The use will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use.
- 7) The use will not be detrimental to the public welfare or injurious to property or public improvements in the neighborhood.
- 8) The proposed residential use is consistent with the Valdese Vision Land Use Action Plan, which identifies the future use of this property as residential.
- 9) The area in question is served by a 6-inch water line and an 8-inch sewer line.
- 10) The Town of Valdese has the capacity to provide the water and sewer services required by the project.
- 11) One master meter is proposed in lieu of 60 individual meters. Valdese Public Works agrees with the use of one meter provided that any utility upgrades are the responsibility of the developer or property owner.
- 12) Traffic counts in the area show an average daily count of 11,000 cars for Main Street West, and an average daily count of 1,000 cars on Parley Street SW.

**PROPOSED CONDITIONS:**

- 1) Two permanent parking spaces shall be secured and maintained for each dwelling unit as required by Section 9-3074 of the Code of Ordinances.
- 2) The development shall comply with all Off-Street Parking Requirements as outlined in Article F of Part 9 of the Code of Ordinances and with all other applicable parking requirement set forth in the Code of Ordinances.
- 3) The developer shall seek and obtain all approvals required by the North Carolina Department of Transportation.
- 4) Valdese Public Works shall not be responsible for any garbage pick-up or rough trash services.
- 5) The developer shall provide one master meter for the building.
- 6) All utility upgrades shall be responsibility of the developer or property owner.

- 7) A property management office shall be maintained onsite.

Mr. Adam McCurry provided an overview of the 60-unit multi-family project; which will have a total number of 100-150 inhabitants. Mr. McCurry shared the ways that the historical features of the property will be preserved and highlighted as part of the project, and provided images of preliminary apartment layouts.

Mr. David Case informed Council that he has been developing properties for over 40 years and will be assisting with this project. Mr. Case shared that the developers have been able to secure the required parking spaces through a lease agreement, but have also placed an offer to purchase property for permanent parking, both properties are within the required boundaries.

Mayor Black asked if there were additional comments or if anyone wished to speak either for or against the conditional use hearing. There being no one wishing to speak, Mayor Black closed the public hearing.

Councilman Ogle made a motion to approve the Conditional Use Permit, including the General Standards; Proposed Findings of Fact on pages 6-7; and Proposed Conditions on pages 7-8; in this case, seconded by Councilman Sweezy. The vote was unanimous.

**AMENDMENT TO INTERLOCAL ECONOMIC DEVELOPMENT AGREEMENT FOR BURKE BUSINESS PARK** Mayor Black informed Council that the Burke Business Park receives water through a 16 inch water line but there is insufficient flow to handle fire suppression for any industries that would be located in the park. BDI has been successful in procuring grant funding from the Industrial Development Fund (IDF) to install a 500,000 gallon water tank. The project cost is approximately \$2.5 million. Burke County and the City of Morganton will cover the 25% match that is required for the grant. The proposed amendment will allow Burke County and City of Morganton to recoup the match funds from new tax revenues when a new industry is located on the property. After all match funds have been repaid, the revenue sharing agreement that currently exists will resume. The following amendment was presented:

NORTH CAROLINA

BURKE COUNTY

AMENDMENT TO INTERLOCAL ECONOMIC  
DEVELOPMENT AGREEMENT FOR BURKE  
BUSINESS PARK

That Interlocal Economic Development and Project Financing Agreement dated May 1, 2005, among Burke County, the City of Morganton, the Town of Valdese, the Town of Rutherford College, the Town of Drexel and the Burke Partnership for Economic Development, Inc. is hereby amended by adding to Article II thereof a new Section 6 to read as follows:

6. Reimbursement to Governmental Partners for Utility Construction.

Notwithstanding any other provisions herein to the contrary, if one or more of the Governmental Partners pays for all or part of the design, construction or installation of any water tanks, pump stations, water or sanitary sewer lines or other utility infrastructure required to provide service to potential industrial users within the Burke Business Park, then upon the subsequent sale of any tract or parcel within the Business Park, after the direct costs of sale have been satisfied, then from the net proceeds of such sale, such Governmental Partner(s) shall be reimbursed for the full costs incurred by such Governmental Partner(s) for such infrastructure, including, but not limited to, any "local match" required to obtain any federal or state grants for the financing of such projects. If the net sale proceeds from the sale of any tract(s) of the Business Park are insufficient to fully reimburse the paying Governmental Partner(s), then further payments shall be made from the net proceeds of any subsequent sales, until such costs are fully reimbursed. Once the paying General Partner(s) are fully reimbursed, any additional net proceeds from the sale of any tract(s) of the Business Park shall be held or disbursed as otherwise provided in this Article II.

Except as hereby amended, the Agreement of May 2, 2005 remains in full force and effect.

This the 6<sup>th</sup> day of May, 2019.

TOWN OF VALDESE

By: /s/ Mayor

Attest: /s/ Clerk

Councilwoman Stevenson made a motion to approve the Amendment to Interlocal Economic Development Agreement for Burke Business Park as presented, seconded by Councilwoman Hildebran. The vote was unanimous.

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

Family Friday Nights begin May 24, 2019.

Valdese Farmers Market opens Friday, May 24, 2019 at 11:00 a.m. at Old Rock School

Granville Morrow Memorial Fun Fishing Day at McGalliard Falls Park is scheduled for May 18, 2019, 9:00 a.m.-1:00 p.m. (NOTE: Rain Date-June 1, 2019)

Town Offices will be closed on Monday, May 27, 2019, in observance of Memorial Day.

Special Meeting to finalize the budgeting process has been called for Thursday, May 9, 2019, 6:00 p.m. in the Community Room at Valdese Town Hall.

**MAYOR AND COUNCIL COMMENTS:** Mayor Black read the letter dated May 3, 2019; announcing that the Town of Valdese has been awarded a \$200,000 grant from NCDEQ Department of Water Resources for Valdese Lakeside Park. The grant monies will be used to start a 10 foot wide crushed cinder greenway along Lake Rhodhiss and McGalliard Creek.

Councilwoman Hildebran provided the following update on the library project: the expansion and renovation is moving along, the completion should be late fall, the exterior is mostly complete, interior walls are up, and sheetrock will be up by the end of May.

Councilman Sweezy informed Council that he has received requests to rename the Fun Fishing Day to include Mr. Williard Church's name. Mr. Sweezy asked if this could be accomplished. Staff will look into this matter.

**ADJOURNMENT:** At 7:38 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, June 3, 2019, 6:00 p.m., Valdese Town Hall.

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Town Clerk

ck

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Mayor

**TOWN OF VALDESE  
TOWN COUNCIL SPECIAL CALLED MEETING  
THURSDAY, MAY 9, 2019, 6:00 P.M.**

The Town of Valdese Town Council met on Thursday, May 9, 2019, at 6:00 p.m., to review the proposed budget for Fiscal Year 2019-2020. Members of Council met at Valdese Town Hall Community Room, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, Councilman Roy Sweezy, Town Manager Seth Eckard and various department heads.

Absent: None.

A quorum was present and no action was taken.

Mayor Black called the meeting to order at 6:00 p.m. He said this was a Special Called Council Meeting to discuss the Fiscal Year 2019-2020 Proposed Budget.

**DISCUSSION OF FISCAL YEAR 2019-2020 PROPOSED BUDGET:** Town Manager Seth Eckard informed Council that the meeting was being held to discuss health insurance, recycling, fund balance, and the pay study.

Dwayne Wilson of Dwayne Wilson Insurance informed Council that Aetna, Cigna, and UHC declined to provide a quote for the Town's health insurance for FY 19-20. Mr. Wilson shared that BCBS has provided a quote, identifying a 15.9% premium increase. The plan quoted will reduce the employee's maximum out of pocket to \$3,000 (currently \$3,500) and increase the family out of pocket maximum to \$6,000 (currently \$5,000). Mr. Wilson discussed ways that staff has changed the Town's Wellness Program to incentivize and encourage employees to be proactive with their health care.

Public Works Director Bryan Duckworth provided a presentation of the cost of services that his department oversees. Mr. Duckworth informed Council that Republic Services has increased the contract price to provide recycling services to residents. The increase is due to China no longer accepting recycled material from the United States and domestic outlets not having capacity to accept materials. The increase in the FY 19-20 contract is \$24,000.

Finance Director Bo Weichel provided a presentation on the current status of the Town's fund balance and identified ways to increase the fund balance each year. Mr. Weichel shared that eliminating the tax discount would increase revenues which could be used to build fund balance or to continue recycling services.

Town Manager Seth Eckard discussed the proposed pay study. Mr. Eckard identified the constraints the Town faces and is not recommending implementation of the full pay study, as recommend by David Hill. Mr. Eckard recommends partial implementation in the amount of \$277,169.

At 7:39 p.m., Councilman Sweezy made a motion to adjourn the meeting, seconded by Councilman Ogle. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, June 3, 2019, 6:00 p.m., Valdese Town Hall.

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Town Clerk

ck

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Mayor

# VALDESE ABC BOARD

1018 MAIN STREET WEST • VALDESE, NC 28690 • PHONE 828-879-2227 • FAX 828-874-0332

## TRAVEL POLICY

Date: May 31, 2019

Re: Adoption of Town of Valdese Travel Policy  
JULY 01, 2000, "Revised"

The following guidelines will be used as a travel policy for all employees traveling on Valdese ABC Board business:

1. Reimbursement of travel expenses-

Meals will be covered on a per day rate. (Based on the current Federal Per Diem Rate) The Federal Per Diem Rates listing (found online at [www.gsa.gov](http://www.gsa.gov)) is updated on an annual basis in October. If the traveler's destination is not listed on the website, the standard rate is used.

When traveling to attend a conference, where some meals are provided by the conference, remaining meals not provided by the conference will be eligible for reimbursement on a reasonable and actual basis (receipts required).

When on a trip not involving an over-night stay, expenses (i.e. mileage, meals) will be eligible for reimbursement on a reasonable and actual basis (receipts required).

Lodging will be covered for reasonable and actual cost (receipt required). Unless attending a conference, the Federal Per Diem Listing should be used as a guideline in determining reasonable cost.

2. Board credit cards may be used to reserve lodging. Travel related cost however, should not be charged to the credit cards. All travel expenses will be covered through travel advances and / or reimbursements.

3. It is the responsibility of the General Manager to determine which meal allowances are eligible for reimbursement to employees for partial day travel. Reimbursement will be for reasonable and actual cost (receipt required).



4. All requests for travel expense reimbursement (i.e. meals, lodging, mileage, etc.) must be accompanied by a travel expense report.
5. Other issues-
  - Transportation: As a general rule, it is the Board's policy that an employee is authorized to use a private vehicle and be reimbursed at the current standard mileage rate. The current standard rate shall be the same as paid by the Town of Valdese following the IRS rate.
  - Telephone: Any employee traveling out of town and staying overnight will be allowed a personal telephone call up to \$4 per night. Board business related calls will be paid by the Board.
  - Registration: Registration fees are generally paid in advance directly to the vendor, not from travel advance.
  - Advances: The Board does permit employees to request advances whenever an estimated trip cost exceed \$25. If the cost is less than \$25, employee must seek reimbursement when the trip is completed.

Adopted this the 21<sup>st</sup> day of May, 2018

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Chairman

Attest:

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Secretary/Treasurer

# Memo

**To:** Seth Eckard, Town Manager  
**From:** Kerri Poteat, VEDIC Executive Director  
**Date:** May 31, 2019  
**Re:** VEDIC Board of Directors Appointments

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Staff recommends the following reappointment to the Valdese Economic Development Investment Corporation (VEDIC) Board of Directors:

TR Robinson

Staff also recommends the following appointment to the VEDIC Board of Directors:

Forrest Fleming

Each member will serve a three-year-term that will expire July 1, 2022.

ck



State of North Carolina – County of Burke

# Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this **First** day of **July 2019**, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **Dream Connections** hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

## ARTICLE 1.00

### **Creation of Tenancy, Term and General Conditions**

- 1.01 **DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) **10, 16, 17, 18, 19, 20** as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the **First** day of **July 2019** and extending to the **30<sup>th</sup>** day of **June 2020**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$1045.00**. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.
- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.

1.06 <sup>58 of 132</sup> **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

1.01.1 All zoning regulations affecting the premises now or hereafter in force.

1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.

1.01.3 The existing condition and state of repair of the premises.

## **ARTICLE 2.00**

### **Use of Premises**

#### **2.01 CHARACTER OF USE:**

2.01.1 The premises shall be used by the Lessee for an **Office Space** and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.

2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants and agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

**2.02 IMPROVEMENT AND ALTERATION OF PREMISES:** Lessee shall not make, and shall not have the right to make any alterations, changes or improvements, structural, or otherwise in or to the premises without Lessor's prior written consent, provided, that if such consent is given, all such alterations, changes, and improvements shall be at Lessee's expense and shall become the property of Lessor at the termination of the Lease. The granting or denial of consent as provided for in this section shall be the subject of Lessor's sole and absolute discretion.

**2.03 TRADE FIXTURES:** Lessee will be permitted to install trade fixtures on the premises without necessity of written consent by Lessor, and shall be permitted to remove such fixtures upon the expiration of the Lease term, provided that the removal of such fixtures will not permanently damage the premises, and provided that Lessee shall return the premises to their condition at the commencement of this Lease.

## **ARTICLE 3.00**

### **Condition of Premises**

**3.01 ACCEPTANCE OF PREMISES:** Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.

**3.02 MAINTENANCE:** Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee’s own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.

In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.

**3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.

**3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.

**3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee’s obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

## ARTICLE 4.00

### Insurance, Liability of Parties

**4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor’s expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee’s personal property on the premises.

**4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee’s sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.

**4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors, servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.

**4.04 WAIVERS:** Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim

(including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

## **ARTICLE 5.00**

### **Termination, Default, Remedies**

- 5.01 HOLDOVER TENANCY:** In the event that Lessee remains in possession after the expiration of the term hereof or the validly commenced extension thereof and without the execution of a new Lease, Lessee shall not acquire any right, title or interest in or to the premises and in such event Lessee shall occupy the premises as Lessee from month to month and be subject to all conditions, provisions, and obligations of this Lease in so far as the same shall be applicable.
- 5.02 DEFAULT OR BREACH OF COVENANT:** If Lessee shall fail to timely make any payment of rent herein provided for, or promptly perform any other covenant or obligation imposed upon it hereunder and shall fail to make good such Default within ten (10) days after written notice from the Lessor to Lessee, Lessor may enter the premises and expel Lessee therefrom without prejudice to any and all other remedies that may be available to Lessor under the laws.
- 5.03 REMEDIES ARE CUMULATIVE:** To the extent that the remedies provided for under this Lease are not clearly inconsistent, they shall be cumulative, and Lessor shall be entitled to pursue all or any part of the remedies provided herein. The remedies specified in this Lease are in addition to, and not in lieu of any remedies otherwise available to Lessor by law or in equity. Pursuit of any remedy by Lessor shall not constitute a binding election of such remedy or prevent Lessor from seeking other relief.
- 5.04 COSTS AND ATTORNEYS FEES:** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys' fees and costs incurred in pursuit of Lessor's remedies.
- 5.05 ACCEPTANCE OF SURRENDER:** No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Lessor before the expiration of the term. Only a Notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

## **ARTICLE 6.00**

### **Destruction of Taking of Premises**



**6.01** <sup>61 of 122</sup> **DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

The Lessor may, following damage as above provided, elect to terminate this Lease by providing the Lessee with written notice of its election within ninety (90) days of the occurrence of the damage.

## **ARTICLE 7.00**

### **Additional Provisions**

- 7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.
- 7.02 RIGHT OF ENTRY:** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

## **ARTICLE 8.00**

### **Special Provisions**

- 8.01 RELATIONSHIP OF PARTIES:** It is specifically understood that the parties hereto have created a Lessor-Lessee relationship with respect to the demised premises and that the Lessor shall in no way control or be responsible for the acts of the Lessee with respect to the operations carried out on the demised premises. The Lessee specifically agrees to indemnify and hold harmless the Lessor from any loss by reason of operation on the premises and it is further agreed to erect a suitable sign to be placed in a visible located on the demised premises indicating the name and ownership of the business being rented upon the property and further the Lessee agrees not to take any action that might in any way indicate any involvement by Lessor in the Lessee's business except as hereinafter set out.

## **ARTICLE 9.00**

### **Interpretation, Execution**

- 9.01 GOVERNING LAW:** The laws and decisions of the State of North Carolina will govern and control the construction, enforceability, validity, and interpretation of this Lease and of all agreements, instruments and documents heretofore, now or hereafter executed by Lessee and delivered to Lessor pertaining or relating to this Lease or the transaction contemplated herein.
- 9.02 MODIFICATION:** This Lease, together with the schedules and exhibits attached hereto, contains the full, final and exclusive statement of the Lease between Lessor and Lessee relating to the leasing of the premises and cannot be amended, altered, modified or terminated except by a written agreement signed by both Lessor and Lessee. The parties hereto specifically relinquish any rights they may have to orally rescind or otherwise terminate this Lease and acknowledge that they will not rely upon any such oral agreements.
- 9.03 SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of extensions thereof, in that event it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby.
- 9.04 CAPTIONS:** The caption of each Section is added as a matter of convenience only, and shall be considered of no effect in the construction of any provision of this Lease.
- 9.05 WORD USAGE:** Throughout this Lease, the masculine gender shall include the plural and vice versa, wherever the context requires such construction.
- 9.06 EFFECT UPON SUCCESSORS:** This Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, conservators, guardians, or other legal representatives and assigns of each party.
- 9.07 MULTIPLE SIGNATURES:** If there is more than one signer (exclusive of Lessor) of this Lease, whether as Lessee or a co-signer, their obligations will joint and several, and term “Lessee” will include each such party, jointly and severally.
- 9.08 QUIET ENJOYMENT:** The Lessor agrees that Lessee on paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the premises for the term aforesaid, subject however to the terms of this Lease, and further warrants that the use of the premises called for herein do not violate the terms of any zoning affecting the premises.

X\_\_\_\_\_

*Town of Valdese*

Seth Eckard, Town Manager

Lessor

X\_\_\_\_\_

Witness (Attest)

X\_\_\_\_\_

*Dream Connections, INC.*

John Morrison, President or Carolyn Miller

Lessee

X\_\_\_\_\_

Witness9

**COUNCIL AGENDA MEMO**

**To:** Town Clerk  
**From:** Bo D. Weichel, Finance Director  
**Date:** June 3, 2019  
**Re:** Eliminate early payment ad valorem tax discounts

**REQUEST**

Eliminate the tax discounts offered for early payment.

**BACKGROUND**

Currently the Town offers a 2% July and 1% August early payment discount on ad valorem taxes.

**ANALYSIS**

The Town desires to end the discount to allow continuation with the recycling contract that has increased in cost for the upcoming fiscal year.

**RECOMMENDATION**

Staff respectfully recommends that Council approve the resolution to end the tax discounts.

**BUDGET ANALYSIS:*****Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒**LIST THE EXPENDITURE CODE:**

**TOWN of VALDESE**  
RESOLUTION  
Eliminating Schedule of Discounts Applied to Taxes

**WHEREAS**, G.S. 105-360(c) states any county or municipality levying taxes under the provisions of this Subchapter shall have authority to establish a schedule of discounts to be applied to taxes paid prior to the due date;

**WHEREAS**, the Town of Valdese has previously extended an early payment discount of 2% in July and 1% in August;

**WHEREAS**, it is the desire of the Town Council that all tax discounts be eliminated effective for the 2019 tax year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Town of Valdese, North Carolina that early pay tax discounts are eliminated effective for the 2019 tax year and subsequent years.

THE FOREGOING RESOLUTION IS ADOPTED THIS 3<sup>rd</sup> DAY OF JUNE, 2019.

\_\_\_\_\_  
John F. Black, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

(corporate seal)

## Town of Valdese New Hires

[illegible]

**COUNCIL AGENDA MEMO**

**To:** Town Clerk  
**From:** Bo D. Weichel, Finance Director  
**Date:** June 3, 2019  
**Re:** Appointment of Town Tax Collector

**REQUEST**

Staff requests approval to appoint Kimberly Cline as Town of Valdese Tax Collector.

**BACKGROUND**

The Town's Finance Department is responsible for the billing and collecting of all Town tax. This also includes discoveries, releases, interest, research requests, and coordination with Burke County for 6,664 tax accounts.

**ANALYSIS**

In order to comply with Chapter 105 of the North Carolina General Statutes, which is commonly known as the Machinery Act, the Town should appoint a designated Tax Collector for the municipality to cover tax duties at the Town level.

**RECOMMENDATION**

Staff recommends approval to appoint Kimberly Cline as Town of Valdese Tax Collector for a two-year term and may be renewed in June 2021.

**BUDGET ANALYSIS:*****Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒

**LIST THE EXPENDITURE CODE:**



**State of North Carolina**  
**County of Burke**

To the Tax Collector of the Town of Valdese,

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records and in the tax receipts herewith delivered to you, in the amount and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Valdese and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law. This term shall expire after June 2021.

Oath of Office:

I, Kimberly Cline, do solemnly swear that I will support, uphold and defend the Constitution and laws of the United States of America; that I will support, uphold and defend the Constitution and laws of the State of North Carolina, not inconsistent therewith; that I will observe and obey the laws and ordinances of the Town of Valdese, North Carolina; and that I will faithfully perform and discharge the duties incumbent upon me as Tax Collector of the Town of Valdese, North Carolina, fairly and honestly and to the best of my skill and ability, so help me God.

I, Kimberly Cline, will not allow my actions as Tax Collector to be influenced by personal or political friendships or obligations.

Witness my hand and official seal this 3<sup>rd</sup> day of June, 2019.

---

Kimberly Cline, Tax Collector

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Courtney Kennedy, Deputy Town Clerk



# Fiscal Year 2019-2020 PROPOSED BUDGET



## TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (828) 879-2139 | TOWNOFVALDESE.COM

### **TOWN OF VALDESE FY 2019 – 2020 BUDGET**

Town Manager's Budget Message

FY 2019-2020 General Fund

FY 2019-2020 Utility Fund

Proposed Fee Schedules

Water and Wastewater System Capital Improvements Plan and Sewer Rate Study

**TOWN OF VALDESE  
BUDGET MESSAGE  
2019 – 2020**

**TO:** Mayor John F. “Chip” Black, Jr.  
Councilman Andy Thompson – Ward 1  
Councilwoman Susan Stevenson – Ward 2  
Councilman Roy Sweezy – Ward 3  
Councilwoman Frances Hildebran – Ward 4  
Councilman Keith Ogle – Ward 5

**FROM:** Seth Eckard, Town Manager

**DATE:** May 24, 2019

**SUBJECT:** Proposed 2019 – 2020 Town of Valdese Budget

**Honorable Mayor Black and Members of the Valdese Town Council:**

Three years ago Council challenged staff to be innovative and identify ways to reduce operational costs, create efficiencies, and receive a high return on investments. Through careful planning and engagement with our citizens, we have been able to prepare a balanced budget that addresses current and future goals, without jeopardizing services to our residents.

The proposed budget fulfills Council’s vision to increase funding for street resurfacing, enhance the Town’s code enforcement service, and set aside funds for the future needs of the Public Safety Building. The proposed budget also identifies new goals: enhancing beautification by continuing town-wide, curb-side recycling service; preserving and building the Town’s fund balance; and continuing efforts to maintain the Town as a competitive organization to recruit and retain talented employees.

It is my pleasure to submit to you, the proposed budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020. The proposed total of the FY 2019-2020 budget is \$10,913,221. The proposed budget includes a total General Fund budget of \$6,020,797 and a total Utility Fund budget of \$4,892,424. The proposed budget includes a property tax rate of 54.5 cents per \$100 valuation.

**Economic Improvements and Constraints**

The Fiscal Year 2019-2020 proposed budget continues existing service levels while striving for a balanced financial foundation. This is an exciting time for Valdese! The Town of Valdese is Showing signs of significant economic growth as is evident by thriving industries, low unemployment numbers, a booming housing market. Exciting new businesses are slated to open this coming fiscal year, such as a new artisan butcher shop located in the old post office.

An Asheville developer is planning to invest nearly \$10,000,000 to revitalize the former Houston Hosiery Mill into a 60-unit apartment complex. After nearly a decade of stagnation The Settings subdivision at Lake Rhodhiss is moving forward. The developer of the Settings has completed all required infrastructure and most of the remaining unsold lots have been purchased.

The anticipated state-collected local revenues have been calculated utilizing data supplied by the North Carolina League of Municipalities and local economic data. The Town is anticipating modest increases in most of these revenue sources as a result of an improving local, state, and national economy.

The only unoccupied manufacturing building, of quality, left in Valdese is the Valdese Textiles building located on HWY 70. The Town of Valdese is working diligently with the property owner to find a suitable business that will create a significant number of jobs and proposes to make a substantial capital investment.

### **General Fund**

The fiscal year 2019-2020 property tax revenue numbers reflect a revenue-neutral tax rate of 51.175 cents per \$100 valuation. Valdese outpaced Burke County and all other municipalities in the county with an average increase in property valuation of a little more than ten percent. Maintaining the current tax rate of 54.5 cents per \$100 of valuation will result in an additional \$125,000 of new property tax revenue for the Town of Valdese.

### **Projects Paid for by the Additional Revenues Generated from the Revaluation:**

The Burke County revaluation resulted in a net increase of \$125,000 in revenue for the Town. These funds will be allocated each year for two specific ongoing capital projects.

#### **Additional Street Resurfacing:**

The street department spends approximately \$125,000 each year for street resurfacing projects. Twenty-five thousand dollars of the revenues generated by the revaluation are allocated to the street resurfacing budget, bringing the total amount the Town spends for street resurfacing projects to \$150,000 each year.

#### **Fire Department Police Department Building:**

The Town is in the process of securing bids for a temporary repair solution of structural damages of the public safety building. The temporary repairs are scheduled for completion no later than May of 2020. After temporary repairs are complete, the Town will have approximately five-years to carefully consider and implement a long-term solution for the public safety building. One-hundred thousand dollars of the new funds generated from the revaluation will be set-aside each year for a new public safety building.

### **General Fund Capital Projects:**

In the Fiscal Year 2019-2020 budget, the Town plans to make strategic capital investments amongst all departments to ensure efficient and effective service delivery as well as continue to repair our aging infrastructure.

The General Fund Budget reflects expenditures of \$221,000 from the capital projects budget for projects across multiple departments. Highlights include:

#### **Fire Department**

- All-Terrain Vehicle w/Trailer

#### **Community Affairs**

- Paint Auditorium Ceiling and Walls

Parks and Recreation

- Pool Resurfacing
- Pool Decking Repair

Public Works

- Demolition of IA Building / Retaining Wall
- Shop Heater Replacement
- Parking Lot Repair

Other General Fund ItemsRecycling Service:

Late in the budgeting process Republic Services confronted the Town with an increase in our annual recycling contract of \$24,000. If the Town is unwilling to pay for the contract increases, Republic informed us that they would discontinue the recycling service in Valdese. The reason for the increase is due to the national and international markets for recycled materials has collapsed, the domestic market has flooded and driven down the wholesale prices for materials.

Every local government in the nation is facing this issue. Valdese residents have a proud tradition of caring for the environment; therefore, this proposed budget recommends continuing the service, despite increases to the contract. To offset the increase, The Town Valdese will discontinue the early tax payment discount, which will generate approximately the same amount of revenue that the increases in the contract with Republic will cost. Republic Services is the only local company that offers municipal curbside recycling pickup. Even with the increase to the contract, Republic Services can still provide the service cheaper than if the Town tried to provide it in-house.

Employee Classification / Salary Study / Personnel Policy:

A challenge facing the Town of Valdese is the retention and recruitment of talented employees for our organization. As the unemployment rate has plummeted, it has become increasingly more difficult to recruit new employees to the organization based upon the current pay schedule that has been in place for over a decade. Without good employees, service delivery will suffer.

In Fiscal Year 2019-2020, the Town of Valdese partnered with a human resources consultant to revise our employee classifications, salary grades, and personnel policy. The conclusion of the study reveals that the Town of Valdese ranks third from the bottom in average wages compared to ten regional local governments that Valdese competes with for talent. Staff is recommending that the Town Council partially implement the study. To implement the pay study staff has identified budget reductions totaling 2.5%. This implementation will bring Valdese closer to the middle of the market comparison group, thus helping our organization retain and recruit talent that we desperately need.

To pay for this increase in yearly operational expenses, staff identified funds in the existing budget in three areas.

- Savings realized from the difference in recent retirees' salaries and new hires.
- Savings realized from the reduction in force when Town Hall and Triple merged.
- Savings realized from a reduction in the operational budget, most of which are the result of implemented efficiencies by departments over the past three years. These budget cuts will not impact service delivery.



## Utility Fund

The Utility Fund budget for Fiscal Year 2019-2020 is \$4,892,424

In the Fiscal Year 2015-2016 budget, the Town conducted a comprehensive capital improvement plan for the utility system. The study revealed that the Town has pressing needs, which should be addressed to ensure high-quality water and wastewater treatment for our citizens. The Town is heading into implementation year four of our 10-year plan.

The Capital Improvement Plan contains a recommended funding model that restructures our utility rates to ensure that we will be able to pay for all of our capital needs. The Town proposes to restore the utility fund balance to a level that will accommodate future projects; this budget proposes a four percent increase in revenues.

The Town of Valdese Utility Capital Improvement Plan calls for several major investments next fiscal year. Each new project will be presented to the Council for approval once we hear back from various grant funders.

### Utility Fund Capital Projects:

- Water system upgrade project (waterlines)
- Main street waterline replacement
- MCC (raw and finished water) replacement at the water plant
- Chlorine gas to liquid bleach conversion at the water plant
- Sewer I&I assessment project
- Centrifuge Back drive and control replacement
- Smart Meter Project

## Conclusion

I appreciate the dedicated employees of the Town of Valdese for their hard work and good stewardship of the Town's resources. Our team works hard and take pride in carrying out their duties. I also thank Mayor Black and the Town Council for their dedication in carrying out their responsibilities in providing leadership and guidance during the budgeting process.

Respectfully,



Seth Eckard  
Town Manager

# GENERAL FUND SUMMARY

## 2019-2020 Budget General Fund Summary

### OPERATING BUDGET

Department	FY17-18 Budget	FY18-19 Budget	FY19-20 Request
GOVERNING BODY	62,209	52,330	57,592
ADMINISTRATION	1,134,630	1,012,473	1,123,026
PUBLIC WORKS ADMIN	354,463	363,495	382,120
MAINTENANCE & GROUNDS	205,233	215,847	216,744
PLANNING	175,158	108,744	121,781
POLICE	914,508	942,206	1,020,677
FIRE	844,833	799,476	894,289
STREET	628,869	410,404	358,595
POWELL BILL	145,258	144,535	169,685
SANITATION	253,728	259,414	288,958
RECREATION	1,099,163	825,807	826,905
COMMUNITY AFFAIRS	566,635	546,538	560,425
<b>TOTAL</b>	<b>6,384,687</b>	<b>5,681,269</b>	<b>6,020,797</b>

### REVENUE

<b>6,020,797</b>
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# GENERAL FUND REVENUES

**2019-2020 Budget Allocation**  
**GENERAL FUND REVENUES**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	FY17-18 Budget	CY Budget Recommended	
2016 AD VALOREM TAX	10-3010-161	1,695,216	55,988	54,000	0	10,942
2016 MOTOR VEHICLE TAXES	10-3010-162	147,700	15,819	15,000	0	0
2017 AD VALOREM TAXES	10-3010-171	0	1,805,235	1,831,584	40,000	9,244
2017 MOTOR VEHICLE TAXES	10-3010-172	0	140,071	140,000	15,000	0
2018 AD VALOREM TAXES	10-3010-181		0	0	1,854,627	41,768
2018 MOTOR VEHICLE TAXES	10-3010-182		0	0	125,000	0
2019 AD VALOREM TAXES	10-3010-191		0	0	0	1,980,102
2019 MOTOR VEHICLE TAXES	10-3010-192		0	0	0	140,000
TAX DISCOUNTS	10-3110-000	-18,716	-20,788	-17,000	-17,000	0
TAX REFUNDS - WATERSIDE	10-3120-001	-14,635	-14,551	-15,000	-15,000	-14,972
TAX PENALTY & INTEREST	10-3170-000	6,406	15,519	13,000	4,500	10,000
OCCUPANCY TAX	10-3200-000	70,419	49,040	50,000	60,000	65,000
INTEREST EARNED ON INVESTMENTS	10-3290-000	7,292	20,522	10,000	7,000	60,000
ABC LOAN INTEREST	10-3290-001	0	0	6,300	6,300	5,911
RENTS	10-3310-000	63,817	60,894	62,244	62,243	64,602
DONATIONS	10-3350-000	40,000	0	35,000	66,987	0
OTHER	10-3350-030	0	-69,263	2,500	2,500	2,500
UTILITY FRANCHISE TAX	10-3370-000	393,192	403,121	409,128	405,000	457,000
ALCOHOL/BEVERAGE TAX	10-3410-000	20,105	19,365	21,000	21,000	20,000
POWELL BILL ST ALLOCATION	10-3430-000	146,931	146,610	145,258	144,535	144,685
UNRESTRICTED SALES TAX	10-3450-010	1,020,258	1,080,647	1,052,000	1,119,742	1,163,145
ALARM PERMIT FEES	10-3530-010	1,630	1,730	2,500	2,000	2,000
JAIL FEES	10-3580-000	1,105	2,046	1,100	1,200	2,000
REFUSE COLLECTION FEES	10-3590-000	196,680	201,697	196,000	202,000	202,000
RECYCLE FEES	10-3590-010	24,768	24,890	25,000	25,000	25,000
SOLID WASTE DISPOSAL TX	10-3590-020	16,215	2,970	3,167	3,100	3,000
CEMETERY REVENUES	10-3610-000	4,430	5,600	3,000	3,000	5,000
NC SALES TAX REFUNDS	10-3670-000	61,185	107,478	100,000	75,000	75,000
HOUSING AUTHORITY	10-3970-020	19,886	18,471	20,000	20,000	19,000
PARAMOUNT FORD	10-3970-021	1,213	1,176	1,000	1,100	1,100
FLETCHER PONTIAC	10-3970-022	700	679	600	650	650
ROUND UP PROGRAM	10-3970-024	12	0	20	20	0
COMMUNITY AFFAIRS	10-3970-025	15,572	11,976	18,000	15,000	18,600
ROCK SCHOOL - ASSEMBLY HALL	10-3970-026	39,125	37,433	40,000	40,000	37,600
ROCK SCHOOL - OTHER	10-3970-027	19,589	23,466	20,976	21,552	22,620
VALDESE TOURISM COMMISSION	10-3970-028	774	1,811	1,000	1,000	400
YOUTH SPORTS REGISTRATION FEES	10-3970-029	9,910	9,515	11,000	11,000	11,000
COMMUNITY CENTER MEMBERSHIP	10-3970-030	164,400	162,626	173,495	170,000	172,250
COMMUNITY CENTER CONCESSIONS	10-3970-031	40,101	44,651	36,000	42,000	43,250
SUMMER SWIM TEAM	10-3970-032	1,575	1,795	1,500	1,500	1,500
BOWLING	10-3970-033	43,504	49,489	40,000	44,000	54,500
VENDING	10-3970-034	1,237	1,492	1,000	1,200	1,200
RECREATION CREDIT CARD FEES	10-3970-035	0	0	0	0	1,300
WALDENSIAN FOOTRACE	10-3970-036	4,827	2,570	9,000	3,000	3,000
SPECIAL EVENTS/TOURNAMENTS	10-3970-037	0	0	4,000	0	0
MCGALLIARD FALLS CONCESSIONS	10-3970-038	2,256	3,364	4,500	2,500	2,500
RECREATION MISC REV & PARK RENT	10-3970-039	22,144	29,825	24,000	28,000	28,000
ROCK SCHOOL - TICKET SALES	10-3970-126	52	3,423	0	0	900
CONCESSION STAND TRAILER	10-3970-129	0	3,240	2,500	3,000	2,500

FROM UTILITY	10-3970-300	0	0	889,000	889,000	1,100,000
FESTIVAL	10-3970-920	18,470	27,450	21,000	22,000	25,000
FUND BALANCE APPROPRIATED	10-3990-000	0	0	43,675	14,325	0
PROCEEDS FROM FINANCING	10-3995-560	473,308	850,000	354,522	0	0
<b>TOTAL</b>		<b>4,762,652</b>	<b>5,339,091</b>	<b>5,862,569</b>	<b>5,544,581</b>	<b>6,020,797</b>



# GENERAL FUND EXPENDITURES

**2019-2020 Budget Allocation**  
**GOVERNING BODY**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-4100-020	18,300	18,300	18,300	18,300
PROFESSIONAL SERVICES	10-4100-040	344	70	200	200
FICA TAX PAYABLE	10-4100-050	933	866	1,400	1,400
GROUP INSURANCE PAYABLE	10-4100-060	34,863	28,649	27,908	34,592
POSTAGE	10-4100-111	0	0	0	0
PRINTING EXPENSE	10-4100-120	0	0	0	0
TRAVEL EXPENSE	10-4100-140	1,037	151	1,500	1,500
AUTO SUPPLIES GAS	10-4100-311	0	0	0	0
AUTO SUPPLIES OIL	10-4100-314	0	0	0	0
DEPT SUPPLIES	10-4100-330	0	251	100	100
CONTRACTED SERVICES	10-4100-450	0	0	0	0
IT	10-4100-490	0	0	0	0
DUES AND SUBSCRIPTIONS	10-4100-530	0	0	0	0
INSURANCE & BONDS	10-4100-540	3,223	2,849	3,222	0
MISC EXPENSE	10-4100-570	618	112	500	1,500
CAPITAL OUTLAY EQUIPMENT	10-4100-740	0	0	0	0
CONTINGENCY	10-4100-999	0	0	0	0
<b>TOTAL</b>		<b>59,317</b>	<b>51,248</b>	<b>53,130</b>	<b>57,592</b>

**2019-2020 Budget Allocation**  
**ADMINISTRATION**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-4200-020	455,388	452,659	387,700	369,731
OVER TIME PAY	10-4200-021	0	0	0	0
PART TIME PAY	10-4200-022	14,397	27,541	15,000	0
PROFESSIONAL SERVICES	10-4200-040	52,581	66,336	71,589	53,641
FICA TAX PAYABLE	10-4200-050	33,968	33,375	29,500	28,165
GROUP INSURANCE PAYABLE	10-4200-060	67,742	60,229	51,562	57,246
RETIREMENT EXPENSE	10-4200-070	32,748	33,628	28,700	31,965
UNEMPLOYMENT CHARGES	10-4200-080	0	1,638	7,000	4,000
TELEPHONE	10-4200-110	15,002	15,547	15,000	18,132
POSTAGE	10-4200-111	5,810	3,331	4,000	4,000
PRINTING EXPENSE	10-4200-120	4,190	4,711	4,000	7,650
UTILITY EXPENSE - ELECT	10-4200-130	7,253	8,521	8,000	8,460
TRAVEL EXPENSE	10-4200-140	10,009	9,618	11,000	13,668
MAINT & REPAIR BLDG & GROUNDS	10-4200-150	5,746	1,704	26,000	5,540
MAINT & REPAIR - EQUIP	10-4200-160	4,119	4,179	6,500	3,000
MAINT & REPAIR - AUTO	10-4200-170	578	151	500	500
ADVERTISING	10-4200-260	1,522	2,125	2,000	2,850
AUTO SUPPLIES GAS	10-4200-311	123	174	300	300
AUTO SUPPLIES TIRES	10-4200-313	0	0	300	300
AUTO SUPPLIES OIL	10-4200-314	0	0	40	40
DEPT SUPPLIES & MATL	10-4200-330	10,148	20,525	13,000	15,700
N. C. SALES TAX	10-4200-370	0	0	36,000	46,000
COUNTY SALES TAX	10-4200-390	0	0	16,000	22,000
CONTRACTED SERVICES	10-4200-450	25,907	28,109	32,000	48,698
IT	10-4200-490	0	0	4,714	49,725
DUES & SUBSCRIPTIONS	10-4200-530	13,832	14,615	15,000	15,000
INSURANCE & BONDS	10-4200-540	7,707	6,941	10,500	124,294
MISC EXPENSE	10-4200-570	3,957	7,878	16,979	10,650
HISTORIC VALDESE FOUNDATION	10-4200-571	846	0	1,000	0
CAPITAL OUTLAY OTHER IMPROVMT	10-4200-730	0	0	0	4,000
CAPITAL OUTLAY EQUIPMENT	10-4200-740	0	0	7,000	0
BURKE COUNTY LIBRARY	10-4200-930	62,000	50,000	50,000	40,000
INDUSTRIAL DEVELOPMENT	10-4200-961	30,099	30,099	30,100	30,099
DEBT SERVICE	10-4200-962	88,878	88,878	88,878	88,878
CONTINGENCY	10-4200-990	0	0	13,725	18,795
<b>TOTAL</b>		<b>954,549</b>	<b>972,514</b>	<b>1,003,587</b>	<b>1,123,026</b>

**2019-2020 Budget Allocation**  
**PUBLIC WORKS ADMIN**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-4250-020	208,164	204,723	212,083	235,013
OVER TIME PAY	10-4250-021	2,808	2,620	3,400	3,400
PART TIME PAY	10-4250-022	0	0	0	0
PROFESSIONAL SERVICES	10-4250-040	701	2,913	1,200	1,200
FICA TAX PAYABLE	10-4250-050	15,812	15,044	16,484	18,080
GROUP INSURANCE PAYABLE	10-4250-060	43,119	36,004	41,098	42,285
RETIREMENT PAYABLE	10-4250-070	15,488	15,698	16,161	21,365
TELEPHONE	10-4250-110	1,942	1,971	1,980	1,080
POSTAGE	10-4250-111	27	0	0	0
PRINTING EXPENSE	10-4250-120	0	0	0	0
UTILITY EXPENSE ELECT	10-4250-130	6,354	6,360	6,900	6,600
UTILITY EXPENSE GAS	10-4250-131	2,126	2,284	3,600	3,000
TRAVEL	10-4250-140	-150	125	810	0
MAINT & REPAIR BLDGS & GROUND	10-4250-150	14,997	13,824	14,086	15,000
MAINT & REPAIR EQUIP	10-4250-160	1,584	720	3,985	3,985
MAINT & REPAIR AUTO	10-4250-170	240	200	1,949	1,974
AUTO SUPPLIES GAS	10-4250-311	5,307	5,130	5,253	4,635
AUTO SUPPLIES TIRES	10-4250-313	360	16	1,200	1,400
AUTO SUPPLIES OIL	10-4250-314	204	0	343	343
DEPT SUPPLIES & MATERIAL	10-4250-330	14,931	17,032	14,190	14,590
CHEMICALS	10-4250-332	0	0	100	0
UNIFORMS	10-4250-360	2,581	2,883	2,980	2,980
CONTRACTED SERVICES	10-4250-450	9,158	7,944	8,570	4,250
IT	10-4250-490	0	0	0	0
DUES & SUBSCRIPTIONS	10-4250-530	962	1,539	940	940
INSURANCE & BONDS	10-4250-540	8,315	6,183	6,183	0
MISC EXPENSE	10-4250-570	606	-5,044	0	0
CAPITAL OUTLAY BLDGS	10-4250-720	0	0	0	0
CAPITAL OUTLAY EQUIP	10-4250-740	0	0	0	0
<b>TOTAL</b>		<b>355,637</b>	<b>339,349</b>	<b>363,533</b>	<b>382,120</b>

**2019-2020 Budget Allocation**  
**Grounds and Maintenance**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-4350-020	93,686	93,325	91,350	97,843
OVER TIME PAY	10-4350-021	8,265	6,398	10,350	8,750
PART TIME PAY	10-4350-022	10,260	10,488	11,050	11,200
FICA TAX PAYABLE	10-4350-050	8,532	8,087	8,625	8,892
GROUP INSURANCE	10-4350-060	25,549	21,280	22,801	25,193
RETIREMENT	10-4350-070	7,471	7,457	7,729	9,495
TRAVEL	10-4350-140	0	25	230	200
MAINT & REPAIR BLDGS & GROUND	10-4350-150	4,960	5,834	4,950	4,150
MAINT & REPAIR EQUIP	10-4350-160	1,535	3,555	4,080	4,895
MAINT & REPAIR AUTO	10-4350-170	1,475	758	1,556	2,122
AUTO SUPPLIES - GAS	10-4350-311	2,717	4,627	3,913	3,742
AUTO SUPPLIES DIESEL	10-4350-312	325	462	650	1,051
AUTO SUPPLIES - TIRES	10-4350-313	659	916	1,640	1,750
AUTO SUPPLIES - OIL	10-4350-314	411	230	613	693
DEPT SUPPLIES & MATERIAL	10-4350-330	11,860	-6,082	3,700	3,400
CHRISTMAS DECORATIONS-SUPPLIES	10-4350-331	13,085	10,358	13,000	10,000
CHEMICALS	10-4350-332	384	1,636	2,000	2,300
UNIFORMS	10-4350-360	1,865	1,616	1,800	1,800
CONTRACT SERVICES	10-4350-450	1,771	1,497	1,550	1,550
CONT SERVICES - HELPING HANDS	10-4350-451	0	3,128	8,269	8,269
IT	10-4350-490	0	0	0	-
INSURANCE & BONDS	10-4350-540	5,845	6,743	6,541	-
MISC EXPENSE	10-4350-570	0	0	0	-
CAPITAL OUTLAY - EQUIP	10-4350-740	0	0	0	-
ARBOR BEAUTIFICATION	10-4350-927	4,977	4,798	9,450	9,450
<b>TOTAL</b>		<b>205,631</b>	<b>187,386</b>	<b>217,887</b>	<b>216,744</b>

**2019-2020 Budget Allocation**  
**PLANNING**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-4900-020	150	198	150	670
OVER TIME PAY	10-4900-021	0	0	0	0
PART TIME PAY	10-4900-022	32,500	31,693	32,940	33,205
PROFESSIONAL SERVICES	10-4900-040	24,291	26,120	30,060	57,725
PROFESSIONAL SERVICES - CONDEMNATION	10-4900-041	0	0	0	0
PEDESTRIAN PLANNING PROJECT	10-4900-042	0	0	0	0
RADIO STATION	10-4900-043	430	0	0	0
HANDICAPPED PARKING	10-4900-044	5,837	0	0	0
CEMETARY EXPANSION	10-4900-045	967	0	0	0
FICA TAX EXPENSE	10-4900-050	2,289	2,236	2,431	2,591
GROUP INSURANCE EXPENSE	10-4900-060	6,348	5,177	4,976	1,410
RETIREMENT EXPENSE	10-4900-070	0	0	0	0
TELEPHONE	10-4900-110	0	0	0	0
POSTAGE	10-4900-111	0	0	0	0
PRINTING EXPENSE	10-4900-120	0	0	0	0
TRAVEL EXPENSE	10-4900-140	457	232	375	500
MAINT & REPAIR BLDG & GROUNDS	10-4900-150	27,351	0	2,250	750
WHISNANT ST RELOCATION	10-4900-151	0	2,400	0	0
MAINT & REPAIR EQUIP	10-4900-160	0	4,996	3,720	2,720
MAINT & REPAIR AUTO	10-4900-170	246	30	60	0
ADVERTISING	10-4900-260	318	201	1,015	1,125
AUTO SUPPLIES GAS	10-4900-311	84	64	100	0
AUTO SUPPLIES TIRES	10-4900-313	0	0	0	0
AUTO SUPPLIES OIL	10-4900-314	0	0	40	0
DEPT SUPPLIES & MATL	10-4900-330	10,330	2,564	3,585	685
CONTRACTED SERVICES	10-4900-450	75,333	5,880	4,000	4,000
ABATEMENTS	10-4900-451	0	0	9,500	14,000
WHISNANT ST	10-4900-452	0	69,919	0	0
IT	10-4900-490	0	0	0	1,500
DUES & SUBSCRIPTIONS	10-4900-530	0	0	200	200
INSURANCE & BONDS	10-4900-540	1,281	1,587	2,342	0
MISC EXPENSE	10-4900-570	35	119	600	700
PROPERTY AQUISITION	10-4900-720	39,190	0	0	0
IT Projects	10-4900-721	0	0	10,400	0
CAPITAL OUTLAY EQUIP	10-4900-740	0	0	0	0
<b>TOTAL</b>		<b>227,437</b>	<b>153,415</b>	<b>108,744</b>	<b>121,781</b>



**2019-2020 Budget Allocation**  
**POLICE**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-5100-020	510,306	538,339	540,770	588,606
OVER TIME PAY	10-5100-021	0	5,981	7,882	8,387
PART TIME PAY	10-5100-022	35,830	11,677	13,248	16,560
EXTRA DUTY HOURS	10-5100-024	0	0	23,839	24,570
PROFESSIONAL SERVICES	10-5100-040	373	1,972	1,800	830
FICA TAX EXPENSE	10-5100-050	40,855	41,812	41,786	48,309
GROUP INSURANCE EXPENSE	10-5100-060	117,669	92,354	94,030	109,427
DEFERRED COMP 401K	10-5100-065	23,277	24,737	24,505	28,790
RETIREMENT EXPENSE	10-5100-070	42,125	44,210	44,636	59,390
UNEMPLOYMENT	10-5100-080	0	0	0	0
TELEPHONE	10-5100-110	4,091	3,720	4,872	4,285
POSTAGE	10-5100-111	574	114	570	1,090
PRINTING EXPENSE	10-5100-120	375	269	316	685
UTILITY EXPENSE ELECT	10-5100-130	5,919	5,425	5,900	5,900
UTILITY EXPENSE GAS	10-5100-131	544	850	1,550	1,550
TRAVEL EXPENSE	10-5100-140	130	783	1,400	1,400
MAINT & REPAIR BLDG & GROUNDS	10-5100-150	1,927	2,799	3,373	4,034
MAINT & REPAIR EQUIP	10-5100-160	6,871	3,564	5,761	2,603
MAINT & REPAIR AUTO	10-5100-170	6,558	7,857	6,607	10,393
ADVERTISING	10-5100-260	50	0	354	354
AUTO SUPPLIES GAS	10-5100-311	18,352	20,293	23,126	23,130
AUTO SUPPLIES-DIESEL	10-5100-312	0	0	0	0
AUTO SUPPLIES TIRES	10-5100-313	4,347	6,440	7,137	7,647
AUTO SUPPLIES OIL	10-5100-314	1,050	1,293	1,719	1,851
DEPT SUPPLIES & MATL	10-5100-330	10,463	21,192	36,162	15,700
UNIFORMS	10-5100-360	10,496	9,518	10,691	9,422
CONTRACTED SEVICES	10-5100-450	10,519	13,497	19,446	13,156
PROJECT LIFESAVER	10-5100-451	0	0	0	0
IT	10-5100-490	0	0	0	10,208
DUES & SUBSCRIPTIONS	10-5100-530	83	355	200	400
INSURANCE & BONDS	10-5100-540	28,817	21,063	22,444	2,000
MISC EXPENSE	10-5100-570	0	0	0	0
DRUG TASK FORCE	10-5100-572	22,000	0	0	0
CAPITAL OUTLAY BLDGS & GROUNDS	10-5100-720	0	20,000	0	0
CAPITAL OUTLAY OTHER IMPROVE	10-5100-730	0	0	0	0
CAPITAL OUTLAY EQUIP	10-5100-740	105,255	0	22,125	0
DEBT SERVICE - CARS	10-5100-910	36,640	36,000	36,000	20,000
<b>TOTAL</b>		<b>1,045,498</b>	<b>936,113</b>	<b>1,002,249</b>	<b>1,020,677</b>

**2019-2020 Budget Allocation**  
**FIRE**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Request
SALARIES & WAGES	10-5300-020	313,095	308,852	305,039	318,006
OVER TIME PAY	10-5300-021	0	178	1,000	1,000
PART TIME PAY	10-5300-022	37,856	43,515	51,800	67,950
EXTRA DUTY HOURS	10-5300-024	41,390	45,815	43,434	38,974
PROFESSIONAL WAGES	10-5300-040	8,891	5,460	12,770	105,700
FICA TAX EXPENSE	10-5300-050	28,947	29,302	31,417	32,504
GROUP INSURANCE EXPENSE	10-5300-060	60,637	51,579	55,991	70,855
RETIREMENT EXPENSE	10-5300-070	25,446	26,699	27,733	32,267
TELEPHONE	10-5300-110	728	496	996	456
POSTAGE	10-5300-111	0	0	200	200
PRINTING EXPENSE	10-5300-120	130	575	1,600	700
UTILITIES EXPENSE ELECT	10-5300-130	7,909	7,841	9,500	8,500
UTILITIES EXPENSE GAS	10-5300-131	2,221	2,385	3,000	3,000
TRAVEL EXPENSE	10-5300-140	5,163	9,602	13,820	13,640
MAINT & REPAIR BLDGS & GROUNDS	10-5300-150	31,515	48,611	5,680	5,770
MAINT & REPAIR EQUIP	10-5300-160	6,278	7,598	10,847	10,429
MAINT & REPAIR AUTO	10-5300-170	5,886	14,962	5,451	12,025
ADVERTISING	10-5300-260	0	0	500	500
AUTO SUPPLIES GAS	10-5300-311	715	423	549	700
AUTO SUPPLIES DIESEL	10-5300-312	1,838	3,016	3,900	3,900
AUTO SUPPLIES TIRES	10-5300-313	857	600	5,500	1,200
AUTO SUPPLIES OIL	10-5300-314	472	344	642	1,170
DEPT SUPPLIES & MATL	10-5300-330	23,915	37,130	36,700	37,297
UNIFORMS	10-5300-360	7,997	4,202	5,400	7,000
CONTRACTED SERVICES	10-5300-450	3,356	5,918	21,700	3,200
CONTRACT SERVICES - 911	10-5300-451	62,551	60,251	0	0
IT	10-5300-490	0	0	0	8,857
DUES & SUBSCRIPTIONS	10-5300-530	1,971	3,375	2,870	5,660
INSURANCE & BONDS	10-5300-540	32,297	29,867	34,092	16,010
MISC EXPENSE	10-5300-570	0	0	0	0
SAFETY	10-5300-572	4,309	5,822	7,150	7,150
CAPITAL OUTLAY BLDGS & GROUNDS	10-5300-720	0	0	0	0
CAPITAL OUTLAY EQUIP	10-5300-740	0	859,310	12,000	0
DEBT SERVICE - ENG #1	10-5300-910	27,372	26,908	27,224	26,908
DEBT SERVICE - SCBA	10-5300-911	45,210	45,210	45,210	0
DEBT SERVICE LADDER TRK	10-5300-912	54,117	0	52,761	52,761
<b>TOTAL</b>		<b>843,069</b>	<b>1,685,843</b>	<b>836,476</b>	<b>894,289</b>

**2019-2020 Budget Allocation**  
**STREET**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-5600-020	88,554	96,754	98,101	104,180
OVER TIME PAY	10-5600-021	3,218	3,132	3,600	3,600
PART TIME PAY	10-5600-022	0	0	0	0
PROFESSIONAL SERVICES	10-5600-040	7,807	4,416	1,900	1,000
PROF SERV - PAVING	10-5600-041	8,731	10,011	0	0
FICA TAX EXPENSE	10-5600-050	6,908	7,509	7,780	8,126
GROUP INSURANCE EXPENSE	10-5600-060	22,816	19,953	21,644	25,193
RETIREMENT EXPENSE	10-5600-070	6,754	7,581	9,150	9,602
UNEMPLOYMENT CHARGES	10-5600-080	0	0	0	0
UTILITIES EXPENSE ELECT	10-5600-130	370	352	480	1,668
UTILITIES EXPENSE ST LIGHT	10-5600-133	77,554	77,144	79,800	76,980
UTILITY EXPENSE TRAFFIC LIGHTS	10-5600-134	536	573	1,344	1,428
TRAVEL EXPENSE	10-5600-140	100	0	446	350
MAINT & REPAIR BLDGS & GROUNDS	10-5600-150	61,974	115,955	16,100	16,100
PAVING	10-5600-151	3,536	283,390	0	0
MAINT & REPAIR EQUIP	10-5600-160	6,579	-11,771	13,321	12,121
MAINT & REPAIR AUTO	10-5600-170	2,181	9,353	7,035	9,314
AUTO SUPPLIES GAS	10-5600-311	4,139	4,278	4,034	3,031
AUTO SUPPLIES DIESEL	10-5600-312	4,908	7,919	10,865	11,132
AUTO SUPPLIES TIRES	10-5600-313	2,387	1,364	4,536	5,768
AUTO SUPPLIES OIL	10-5600-314	1,106	335	2,826	3,005
DEPT SUPPLIES & MATL	10-5600-330	6,802	7,402	6,950	6,950
CHEMICALS	10-5600-332	1,120	1,573	1,500	1,500
UNIFORMS	10-5600-360	2,436	1,790	2,304	2,304
CONTRACTED SERVICES	10-5600-450	209	139	0	1,500
INSURANCE & BONDS	10-5600-540	11,286	11,512	12,946	0
MISC EXPENSE	10-5600-570	0	0	0	0
CAPITAL OUTLAY BLDGS & GROUND	10-5600-720	0	11,190	25,000	0
CRACK SEALING	10-5600-721	127,227	0	0	0
CAP OUTLAY OTHER IMPROVMT	10-5600-730	0	0	0	0
COTTIAN WAY	10-5600-731	0	0	0	0
CAPITAL OUTLAY EQUIP	10-5600-740	250,002	8,450	25,000	0
DEBT SERVICE	10-5600-910	53,743	53,743	53,742	53,743
CONTRIBUTION TO CAP RES FUN	10-5600-961	0	8,000	0	0
<b>TOTAL</b>		<b>762,984</b>	<b>742,190</b>	<b>417,077</b>	<b>358,595</b>

**2019-2020 Budget Allocation**  
**POWELL BILL**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-5700-020	0	0	0	0
OVER TIME PAY	10-5700-021	0	0	0	0
PROFESSIONAL SERVICES	10-5700-040	-1,539	0	0	0
PROF SERVICES PAVING PROJECT	10-5700-041	7,809	0	0	0
FICA TAX EXPENSE	10-5700-050	0	0	0	0
GROUP INSURANCE EXPENSE	10-5700-060	0	0	0	0
RETIREMENT EXPENSE	10-5700-070	0	0	0	0
MAINT & REPAIR BLDG & GRDS	10-5700-150	148,523	0	12,279	3,000
MAINT & REPAIR - PATCHING	10-5700-151	0	0	0	9,279
RIGHT OF WAY - SUB	10-5700-152	0	0	0	0
RIGHT OF WAY - TOWN	10-5700-153	0	0	0	0
DRAINAGE AND STORM SEWER	10-5700-154	3,450	3,084	3,000	3,000
SNOW AND ICE REMOVAL	10-5700-155	818	2,422	4,000	4,000
MAINT & REPAIR-EQUIP	10-5700-160	0	0	700	850
MAINT & REPAIR VEHICLE	10-5700-170	140	0	200	200
ADVERTISING	10-5700-260	0	0	0	0
DEPT SUPPLIES & MATL	10-5700-330	0	811	2,500	2,500
CONTRACTED SERVICES	10-5700-450	0	0	0	0
CONTRACT SERVICES - HELP	10-5700-451	0	0	0	0
IT	10-5700-490	0	0	0	0
INSURANCE & BONDS	10-5700-540	0	0	0	0
MISC EXPENSE	10-5700-570	0	0	0	0
CAPITAL OUTLAY LAND	10-5700-710	0	0	0	0
CAP OUTLAY OTHER IMPROVMT	10-5700-720	0	0	0	25,000
CRACK SEALING	10-5700-721	8,628	0	0	0
CAPITAL OUTLAY SIDEWALKS	10-5700-730	0	0	0	0
COTTIAN WAY	10-5700-731	0	0	0	0
CAPITAL OUTLAY EQUIP	10-5700-740	0	0	0	0
DEBT SERVICE	10-5700-910	121,856	121,856	121,856	121,856
<b>TOTAL</b>		<b>289,683</b>	<b>128,173</b>	<b>144,535</b>	<b>169,685</b>

**2019-2020 Budget Allocation**  
**SANITATION**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Request
SALARIES & WAGES	10-5800-020	73,654	32,814	27,528	30,359
OVER TIME PAY	10-5800-021	2,246	1,643	1,200	1,000
PART TIME PAY	10-5800-022	3,625	0	0	-
EXTRA DUTY HOURS	10-5800-024	0	0	0	-
PROFESSIONAL SERVICES	10-5800-040	193	873	0	-
FICA EXPENSE	10-5800-050	6,021	2,631	2,198	2,359
GROUP INSURANCE EXPENSE	10-5800-060	25,656	9,979	7,215	8,398
RETIREMENT EXPENSE	10-5800-070	5,586	2,615	2,183	2,788
POSTAGE	10-5800-111	0	0	0	1,000
TRAVEL EXPENSE	10-5800-140	0	0	0	-
MAINT. & REPAIR-EQUIPMENT	10-5800-160	1,840	76	2,000	2,000
MAINT. & REPAIR-AUTO & TRUCK	10-5800-170	10,161	702	2,039	2,039
AUTO SUPPLIES GAS	10-5800-311	939	1,873	3,165	2,588
AUTO SUPPLIES DIESEL	10-5800-312	5,198	1,509	1,950	1,375
AUTO SUPPLIES-TIRES	10-5800-313	4,192	544	2,290	2,290
AUTO SUPPLIES-OIL	10-5800-314	773	0	628	628
DEPT. SUPPLIES & MATERIALS	10-5800-330	3,876	334	900	1,400
CHEMICAL	10-5800-332	0	0	450	200
UNIFORMS	10-5800-360	2,000	999	1,120	945
CONTRACTED SERVICES	10-5800-450	65,728	175,794	198,840	228,840
CONT. SERV. HELPING HANDS	10-5800-451	0	0	0	-
IT	10-5800-490	0	0	0	-
INSURANCE AND BONDS	10-5800-540	8,670	5,609	5,608	-
<b>TOTAL</b>		<b>220,418</b>	<b>255,066</b>	<b>259,314</b>	<b>288,958</b>

**2019-2020 Budget Allocation**  
**RECREATION**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	10-6200-020	166,199	199,913	204,707	223,579
OVER TIME PAY	10-6200-021	417	0	0	0
PART-TIME PAY	10-6200-022	235,564	229,433	219,265	216,925
OFFICIALS & UMPIRES	10-6200-023	0	0	0	0
PROFESSIONAL SERVICES	10-6200-040	4,178	7,615	0	0
FICA TAX EXPENSE	10-6200-050	30,283	32,329	31,601	33,659
GROUP INSURANCE EXPENSE	10-6200-060	47,965	43,891	41,305	54,058
RETIREMENT EXPENSE	10-6200-070	12,800	15,555	15,203	20,165
TELEPHONE	10-6200-110	3,287	3,139	3,250	3,250
POSTAGE	10-6200-111	230	32	500	500
PRINTING EXPENSE	10-6200-120	0	174	1,000	500
UTILITIES EXPENSE-ELECTRIC	10-6200-130	46,122	51,327	48,000	48,000
UTILITY EXPENSE-GAS	10-6200-131	34,590	53,863	42,000	46,000
UTILITIES EXPENSE-FUEL OIL	10-6200-132	0	0	0	0
TRAVEL EXPENSE	10-6200-140	882	868	1,800	1,500
MAINT & REPAIR-BLDGS	10-6200-150	230,004	115,181	29,100	29,100
PARKS REPAIRS	10-6200-151	0	169,000	0	0
MAINT & REPAIR-EQUIPMENT	10-6200-160	16,412	16,741	15,950	15,950
MAINT & REPAIR-AUTO	10-6200-170	791	198	1,700	1,200
MAINT. & REPAIR - GRISTMILL	10-6200-180	0	0	0	0
ADVERTISING	10-6200-260	1,343	676	1,000	700
AUTO SUPPLIES-GAS-REGULAR	10-6200-310	0	0	0	0
AUTO SUPPLIES-GAS-UNLEAD	10-6200-311	430	440	1,526	1,170
AUTO SUPPLIES-TIRES	10-6200-313	367	155	0	0
AUTO SUPPLIES-OIL	10-6200-314	43	0	240	240
DEPT SUPPLIES & MATERIALS	10-6200-330	23,591	28,724	23,200	21,200
FACILITY IMPROVEMENTS	10-6200-331	0	0	0	0
CHEMICALS	10-6200-332	12,588	8,879	12,350	12,350
UNIFORMS	10-6200-360	603	0	1,500	1,500
CONTRACTED SERVICES	10-6200-450	25,390	38,882	38,630	33,376
CONT SERVICES - FOOTHILLS	10-6200-451	10,973	0	0	0
ATHLETIC TOURNAMENTS	10-6200-453	0	0	0	0
WALDENSIAN FOOTRACE	10-6200-454	5,622	1,853	5,000	4,000
YOUTH TRIATHLON	10-6200-455	0	0	0	0
SWIM TEAM	10-6200-480	763	800	2,000	1,500
P F R CONCESSIONS	10-6200-481	23,486	26,119	24,000	24,000
P F R OTHER	10-6200-484	6,959	9,567	7,000	8,000
IT	10-6200-490	0	0	0	0
DUES AND SUBSCRIPTIONS	10-6200-530	4,574	4,841	5,500	5,000
INSURANCE AND BONDS	10-6200-540	17,669	16,200	25,000	0
CAPITAL OUTLAY-LAND	10-6200-710	0	30,000	0	0
CAPITAL OUTLAY-EQUIPMENT	10-6200-740	0	0	0	0
DEBT SERVICE	10-6200-910	11,628	12,268	19,483	19,483
<b>TOTAL</b>		<b>975,753</b>	<b>1,118,661</b>	<b>821,810</b>	<b>826,905</b>

**2019-2020 Budget Allocation**  
**COMMUNITY AFFAIRS**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Request
SALARIES & WAGES	10-6250-020	120,423	123,194	127,340	141,360
OVER TIME PAY	10-6250-021	0	0	0	0
PART-TIME PAY	10-6250-022	11,112	10,946	15,000	20,000
PROFESSIONAL SERVICES	10-6250-040	1,500	2,440	1,500	1,500
FICA TAX EXPENSE 7.65%	10-6250-050	9,957	10,163	10,500	12,264
GROUP INSURANCE EXPENSE	10-6250-060	26,006	20,954	21,645	25,417
RETIREMENT EXPENSE 9.04%	10-6250-070	8,843	9,278	9,272	12,685
TELEPHONE	10-6250-110	4,243	3,626	5,040	5,260
POSTAGE	10-6250-111	2,352	1,750	4,200	4,200
PRINTING EXPENSE	10-6250-120	3,383	4,855	7,500	4,200
UTILITIES EXPENSE-ELECTRIC	10-6250-130	35,829	30,009	30,000	34,000
UTILITIES EXPENSE-GS	10-6250-131	6,512	9,696	10,000	10,000
TRAVEL EXPENSE	10-6250-140	201	43	200	100
MAINT. & REPAIR-BLDGS	10-6250-150	190,582	68,167	49,450	22,000
PARKING LOT - NEW	10-6250-151	0	0	0	0
PARKING LOT - REHAB	10-6250-152	0	0	0	0
MAINT & REPAIR-EQUIPMENT	10-6250-160	1,318	2,358	1,800	2,100
MAINT & REPAIR-AUTO	10-6250-170	30	80	0	0
ADVERTISING	10-6250-260	3,898	4,876	5,100	5,200
AUTO SUPPLIES-GAS-UNLEAD	10-6250-311	29	122	0	0
AUTO SUPPLIES-TIRES	10-6250-313	0	0	0	0
AUTO SUPPLIES-OIL	10-6250-314	0	0	0	0
DEPT SUPPLIES & MATERIAL	10-6250-330	6,784	-3,834	10,000	6,500
CHRISTMAS DECORE SUPPLIES	10-6250-331	259	246	300	300
CONCESSION STAND TRAILER	10-6250-332	1,863	2,716	2,500	2,000
CONTRACTED SERVICES	10-6250-450	36,242	38,065	56,680	40,920
CONT SERVICES-ENTERTAINMENT	10-6250-452	82,700	72,184	95,850	100,500
CONT SERVICES - TOURISM	10-6250-453	709	1,170	1,000	500
IT	10-6250-490	0	0	0	500
DUE AND SUBSCRIPTIONS	10-6250-530	714	904	880	920
INSURANCE AND BONDS	10-6250-540	13,286	11,687	13,286	0
MISCELLANEOUS EXPENSE	10-6250-570	0	34	0	0
WELLNESS	10-6250-572	0	0	7,750	7,000
CAPITAL OUTLAY-LAND	10-6250-710	0	0	0	0
CAPITAL OUTLAY-BLDGS	10-6250-720	0	0	0	0
BUILDING REUSE & FACADE	10-6250-920	9,947	5,025	195,000	10,000
FESTIVAL	10-6250-922	19,963	19,249	21,495	20,000
OLD COLONY PLAYERS	10-6250-923	7,545	4,240	0	0
MAIN STREET PROGRAM	10-6250-924	2,098	2,709	3,550	3,000
VALDESE TOURISM COMMISSION	10-6250-925	39,155	48,558	60,000	65,000
ROCK SCHOOL ARTS FOUNDATION	10-6250-926	3,000	37,675	3,000	3,000
ARBOR BEAUTIFICATION	10-6250-927	0	0	0	0
<b>TOTAL</b>		<b>653,082</b>	<b>544,385</b>	<b>769,838</b>	<b>560,425</b>



# UTILITY FUND SUMMARY

## 2019-2020 Budget Utility Fund Summary

### OPERATING BUDGET

Department	FY17-18 Budget	FY18-19 Budget	FY19-20 Request
WATER PLANT	1,913,842	1,653,823	1,824,064
WASTE WATER PLANT	1,792,086	1,843,766	1,897,375
WATER & SEWER CONSTRUCTION	1,428,443	1,256,478	1,170,985
<b>TOTAL</b>	<b>5,134,371</b>	<b>4,754,067</b>	<b>4,892,424</b>

### REVENUE

<b>4,892,424</b>
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# UTILITY FUND REVENUES

## 2019-2020 Budget Allocation

## UTILITY FUND REVENUES

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	FY17-18 Budget	CY Budget	Recommended
INTEREST EARNED ON INVESTMENTS	30-3290-000	0	0	4,000	0	15,000
RENTS	30-3310-000	1,600	810	1,080	1,080	1,800
OTHERS	30-3350-030	1,421	10,596	2,000	2,000	0
UTILITY BILL PENALTIES	30-3350-040	50,054	49,636	50,250	51,000	48,500
COMPOST SALES	30-3690-000	0	0	0	0	0
WATER CHARGES - RES	30-3710-010	1,961,648	2,063,013	2,084,069	1,980,087	2,110,941
WATER CHARGES - COMM	30-3710-011	227,117	139,412	257,582	222,607	199,000
WATER CHARGES - IND	30-3710-012	585,869	576,223	629,000	591,674	583,783
MUC 1\$	30-3710-014	63,600	63,600	63,600	0	0
WASTE WATER CHARGES	30-3710-020	1,072,150	1,012,082	1,075,296	1,189,932	1,110,000
LONG TERM MONITORING	30-3710-021	12,536	14,399	14,573	14,050	18,500
SPRINKLER SERVICE CHARGES	30-3710-030	650	0	1,005	500	0
FINES	30-3720-000	0	0	0	0	0
TAP & CONNECTIN FEES	30-3730-000	11,050	8,825	20,100	12,000	9,900
RECONNECTIN FEES	30-3750-000	22,171	24,088	27,135	22,500	23,000
SALE OF MATERIALS-OTHER	30-3810-010	0	0	0	0	0
TOWN OF DREXEL	30-3810-020	122,110	164,500	149,550	100,671	158,000
BURKE CNTY-E BURKE SYST-WW	30-3810-030	63,434	101,691	89,617	48,830	93,000
BURKE COUNTY MUC	30-3810-031	-435	0	0	0	0
BURKE COUNTY WATER	30-3810-032	88,332	100,140	90,450	85,080	104,000
RC WATER CORP	30-3810-040	173,528	196,146	187,935	176,780	183,000
RC WATER CORP MUC	30-3810-041	0	0	0	0	0
RC WW	30-3810-042	11,585	11,465	13,065	11,900	13,000
VALDESE GENERAL HOSPITAL	30-3810-050	51,990	52,333	56,160	56,200	55,000
ICARD WATER CORP	30-3810-070	151,124	138,502	167,660	159,176	143,000
CONNELLY SPRINGS MAINT	30-3810-080	28,695	23,000	23,000	24,000	23,000
TRANSFER TO OTHER FUNDS	30-3830-010	0	0	0	0	0
PROCEEDS FROM LOAN	30-3970-812	0	0	8,439	0	0
FUND BALANCE-APPROPRIATED	30-3990-000	0	0	230,981	0	0
<b>TOTAL</b>		<b>4,700,228</b>	<b>4,750,461</b>	<b>5,242,547</b>	<b>4,750,067</b>	<b>4,892,424</b>

# UTILITY FUND EXPENDITURES

**2019-2020 Budget Allocation**  
**WATER PLANT**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	30-8100-020	290,525	280,528	281,477	379,517
OVER TIME PAY	30-8100-021	1,142	431	3,000	3,000
PART-TIME PAY	30-8100-022	0	0	0	0
PROFESSIONAL SERVICES	30-8100-040	9,744	75,671	21,500	21,500
FICA TAX ENPENSE	30-8100-050	-272	20,771	21,080	28,874
GROUP INSURANCE EXPENSE	30-8100-060	64,919	55,700	58,639	81,667
RETIREMENT EXPENSE	30-8100-070	14,968	29,969	20,674	34,120
TELEPHONE	30-8100-110	1,544	1,463	1,400	1,400
UTILITES EXPENSE-ELECTRI	30-8100-130	226,878	222,524	256,925	243,492
UTILITES EXPENSE-FUEL OIL	30-8100-132	0	0	2,500	5,000
TRAVEL EXPENSE	30-8100-140	63	1,145	3,000	3,000
MAINT & REPAIR-BLDGS	30-8100-150	22,117	41,867	36,770	31,770
MAINT. & REPAIR-EQUIPMENT	30-8100-160	36,900	23,136	33,991	29,000
MAINT. & REPAIR-AUTO & TRUCKS	30-8100-170	904	59	684	680
ADVERTISING	30-8100-260	247	0	600	600
AUTO SUPPLIES-GAS-UNLEADED	30-8100-311	704	756	2,000	2,000
AUTO SUPPLIES-DIESEL	30-8100-312	64	2,081	2,500	1,000
AUTO SUPPLIES-TIRES	30-8100-313	0	510	500	625
AUTO SUPPLIES-OIL	30-8100-314	0	0	162	162
DEPT SUPPLIES & MATERIALS	30-8100-330	-2,179	432	3,800	3,800
CHEMICALS	30-8100-332	71,655	60,597	85,000	78,500
LAB SUPPLIES	30-8100-333	11,978	10,046	15,000	18,500
WATER TESTING-PROFESSIONAL	30-8100-334	11,671	13,891	18,000	10,900
UNIFORMS	30-8100-360	2,868	3,068	3,380	3,120
CONTRACTED SERVICES	30-8100-450	4,166	8,113	5,000	5,000
IT	30-8100-490	0	0	0	7,400
DUES AND SUBSCRIPTIONS	30-8100-530	4,329	11,282	12,600	8,500
INSURANCE AND BONDS	30-8100-540	18,108	10,852	24,342	24,342
SAFETY	30-8100-572	1,089	1,848	2,690	3,400
CAPITAL OUTLAY-LAND	30-8100-710	0	0	0	0
CAPITAL OUTLAY- CIP	30-8100-720	0	0	0	0
CAPITAL OUTLAY-OTHER IMPROVEME	30-8100-730	0	0	0	0
CAPITAL OUTLAY-EQUIP - CIP	30-8100-740	0	0	51,000	0
PRO RATA	30-8100-920	444,507	444,507	444,500	550,000
TRANSFER OF MUC	30-8100-922	0	0	0	0
CAPITAL OUTLAY I & I STUDY	30-8100-923	0	0	0	0
VEDIC	30-8100-930	12,500	12,500	12,500	12,500
ECONOMIC DEVEL BPED	30-8100-931	7,319	7,851	7,609	9,695
CONTINGENCY - OLD DEBT SERVICE	30-8100-990	239,000	221,000	221,000	221,000
<b>TOTAL</b>		<b>1,497,459</b>	<b>1,562,599</b>	<b>1,653,823</b>	<b>1,824,064</b>

**2019-2020 Budget Allocation**  
**WASTE WATER PLANT**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	30-8110-020	371,155	398,658	397,933	386,238
OVER TIME PAY	30-8110-021	0	252	0	0
PART-TIME PAY	30-8110-022	0	0	0	0
PROFESSIONAL SERVICES	30-8110-040	133,556	2,403	2,101	2,500
FICA TAX PAYABLE	30-8110-050	27,659	29,765	29,205	29,388
GROUP INSURANCE EXPENSE	30-8110-060	72,277	72,697	72,149	84,493
RETIREMENT EXPENSE	30-8110-070	20,484	36,781	28,455	34,728
TELEPHONE	30-8110-110	4,310	3,593	4,000	4,000
UTILITIES EXPENSE-ELECTRIC	30-8110-130	266,427	242,585	275,000	275,000
UTILITIES EXPENSE-FUEL OIL	30-8110-132	5,355	5,237	7,500	7,500
TRAVEL EXPENSE	30-8110-140	7,188	6,868	9,400	7,350
MAINT. & REPAIR-BLDGS	30-8110-150	530,581	95,133	110,000	110,000
MAINT. & REPAIR-EQUIPMENT	30-8110-160	36,931	9,570	10,000	17,000
MAINT. & REPAIR-AUTO	30-8110-170	796	1,526	2,090	2,090
ADVERTISING	30-8110-260	170	93	100	100
AUTO SUPPLIES-GAS-UNLEAD	30-8110-311	2,377	2,898	4,875	4,050
AUTO SUPPLIES-DIESEL	30-8110-312	0	0	0	0
AUTO SUPPLIES-TIRES	30-8110-313	1,120	1,928	500	5,600
AUTO SUPPLIES-OIL	30-8110-314	18	86	500	750
DEPT. SUPPLIES & MATERIALS	30-8110-330	26,909	9,230	12,000	12,000
CHEMICALS	30-8110-332	53,351	53,156	58,000	60,365
LAB SUPPLIES	30-8110-333	8,417	8,771	8,600	9,000
WOOD CHIPS	30-8110-336	36,855	30,100	35,000	39,000
UNIFORMS	30-8110-360	3,607	3,774	3,500	3,750
CONTRACTED SERVICES	30-8110-450	12,324	18,269	10,195	14,860
IT	30-8110-490	0	0	0	500
LONG TERM MONITORING	30-8110-500	13,066	18,344	17,000	18,500
DUES AND SUBSCRIPTIONS	30-8110-530	11,778	8,153	8,060	7,970
INSURANCE AND BONDS	30-8110-540	23,660	27,912	27,565	28,000
MISCELLANEOUS EXPENSE	30-8110-570	0	0	0	0
SAFETY	30-8110-572	2,351	1,996	2,500	2,500
CAPITAL OUTLAY-EQUIPMENTS	30-8110-740	0	0	77,317	0
DEBT SERVICES	30-8110-910	19,161	15,329	165,612	157,948
PRO RATA	30-8110-920	444,507	444,507	444,500	550,000
VEDIC	30-8110-930	12,500	12,500	12,500	12,500
ECONOMIC DEV BPED	30-8110-931	7,319	7,851	7,609	9,695
<b>TOTAL</b>		<b>2,156,207</b>	<b>1,569,965</b>	<b>1,843,766</b>	<b>1,897,375</b>



**2019-2020 Budget Allocation**  
**WATER and SEWER CONSTRUCTION**

Line Item Description	Account Code	FY16-17 Actual	FY17-18 Actual	CY Budget	Recommended
SALARIES & WAGES	30-8120-020	304,752	298,120	307,458	312,564
OVER TIME PAY	30-8120-021	9,733	8,083	18,030	18,030
PART-TIME PAY	30-8120-022	0	0	0	0
EXTRA DUTY HOURS	30-8120-024	0	0	0	0
PROFESSIONAL SERVICES	30-8120-040	66,268	57,868	64,500	76,456
FICA TAX EXPENSE	30-8120-050	23,513	23,013	24,900	24,972
GROUP INSURANCE EXPENSE	30-8120-060	81,021	55,634	62,694	79,311
RETIREMENT EXPENSE	30-8120-070	17,305	31,999	24,737	29,510
TELEPHONE	30-8120-110	3,784	3,989	4,452	4,452
POSTAGE	30-8120-111	1,136	98	510	510
PRINTING EXPENSE	30-8120-120	7,632	7,994	981	981
UTILITIES EXPENSE-ELECTRIC	30-8120-130	17,086	16,115	21,000	20,856
UTILITY GAS	30-8120-131	3,917	4,394	4,200	4,260
TRAVEL EXPENSE	30-8120-140	1,173	850	2,970	2,970
MAINT. & REPAIR-BLDGS	30-8120-150	70,375	53,105	41,525	43,775
MAINT. & REPAIR EQUIPMENT	30-8120-160	13,060	11,366	29,615	12,550
MAINT & REPAIR-AUTO	30-8120-170	9,807	4,951	6,261	6,473
ADVERTISING	30-8120-260	0	122	100	100
AUTO SUPPLIES-GAS-UNLEAD	30-8120-311	14,401	10,020	18,332	13,553
AUTO SUPPLIES-DIESEL	30-8120-312	1,157	1,714	3,374	2,578
AUTO SUPPLIES-TIRES	30-8120-313	1,409	2,858	5,150	5,600
AUTO SUPPLIES-OIL	30-8120-314	723	1,283	3,999	2,631
DEPT. SUPPLIES & MATERIALS	30-8120-330	75,552	63,451	57,418	57,418
METERS	30-8120-331	11,284	32,320	16,940	10,250
CHEMICALS	30-8120-332	0	0	1,700	1,700
UNIFORMS	30-8120-360	5,633	5,801	6,580	6,380
CONTRACTED SERVICES	30-8120-450	24,820	34,902	58,292	88,144
IT	30-8120-490	0	0	0	500
DUES AND SUBSCRIPTIONS	30-8120-530	2,445	2,260	5,284	5,309
INSURANCE AND BONDS	30-8120-540	32,841	21,642	28,610	28,612
MISCELLANEOUS EXPENSE	30-8120-570	-3,030	-19,150	0	0
SAFETY	30-8120-572	1,978	960	1,400	1,400
CAPITAL OUTLAY - CIP Vehicles	30-8120-731	0	0	0	37,000
CAPITAL OUTLAY EQUIP	30-8120-740	0	0	0	40,000
CAP OUTLAY - CIP Projects	30-8120-741	0	0	0	0
DEBT SERVICE - CHURCH ST	30-8120-910	1,971	20,428	20,428	19,443
DEBT SERVICE - SETTINGS	30-8120-911	49,215	29,500	67,450	66,793
DEBT SERVICE - ST GERMAINE LINE	30-8120-912	507	256	0	8,626
DEBT SERVICE - TCW	30-8120-913	13,827	12,907	36,855	36,856
DEBT SERVICE - I&I	30-8120-914	3,087	4,387	15,933	15,472
DEBT SERVICE - WATER METERS	30-8120-919	61,500	0	0	84,952
<b>TOTAL</b>		<b>929,880</b>	<b>804,207</b>	<b>969,828</b>	<b>1,170,985</b>

## Town of Valdese: Fiscal Year 2019-2020 Schedule of Fees

### OLD ROCK SCHOOL

WALDENSIAN ROOM	UNDER 5 HOURS \$150	EACH ADDITIONAL HOUR \$25	
TEACHERS COTTAGE	UNDER 4 HOURS \$75	EACH ADDITIONAL HOUR \$15	
AUDITORIUM (MONDAY-THURSDAY)	UNDER 4 HOURS	4-6 HOURS	6-12 HOURS
PROFIT	\$350	\$400	\$450
NON-PROFIT	\$250	\$300	\$350
(FRIDAY-SUNDAY)			
PROFIT	\$400	\$450	\$500
NON-PROFIT	\$300	\$350	\$400
	<i>OVER 12 HOURS: EACH ADDITIONAL HOUR IS \$100</i>		
REHEARSAL FEE	\$200		
LOAD IN FEE	\$100		
SOUND & LIGHT EQUIPMENT & SERVICE	\$20 PER HOUR		
ROOM #138 AND #139	\$20 PER DAY		
BOX OFFICE	\$50 PER DAY		
RISER/STAGE PLATFORMS	\$100		
GRAND OR UPRIGHT PIANO	\$50 PER DAY		
OTHER NEEDS	\$50 EACH		

<p style="text-align: center;">Town of Valdese: Fiscal Year 2019-2020 Schedule of Fees</p> <p style="text-align: center;"><b>WATER &amp; SEWER RATES</b></p>
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<i>Inside Water – Residential</i>	
Minimum 3,000 gallons	\$32.80
Volume Charge (per 1,000 gal); 3,001 + gallons	\$3.25
<i>Outside Water – Residential</i>	
Minimum 3,000 gallons	\$51.15
Volume Charge (per 1,000 gal); 3,001 + gallons	\$6.05
<i>Inside Water – Commercial</i>	
Minimum 3,000 gallons	\$32.80
Volume Charge (per 1,000 gal); 3,001 + gallons	\$3.25
<i>Outside Water – Commercial</i>	
Minimum 3,000 gallons	\$65.65
Volume Charge (per 1,000 gal); 3,001 + gallons	\$6.40
<i>Inside Water - Industrial</i>	
Minimum 3,000 gallons	\$12.85
Volume Charge (per 1,000 gal); 3,001 – 300,000 gallons	\$2.45
Volume Charge (per 1,000 gal); 300,000 +	\$1.20
<i>Outside Water - Industrial</i>	
Minimum 3,000 gallons	\$25.65
Volume Charge (per 1,000 gal); 3,001 – 300,000 gallons	\$4.90
Volume Charge (per 1,000 gal); 300,000 +	\$2.40
<i>Inside Sewer – Residential</i>	
Minimum 3,000 gallons	\$6.95
Volume Charge (per 1,000 gal); 3,001 + gallons	\$2.35
<i>Outside Sewer – Residential</i>	
Minimum 3,000 gallons	\$13.00
Volume Charge (per 1,000 gal); 3,001 + gallons	\$4.40
<i>Inside Sewer – Commercial</i>	
Minimum 3,000 gallons	\$7.25
Volume Charge (per 1,000 gal); 3,001 + gallons	\$2.45
<i>Outside Sewer – Commercial</i>	
Minimum 3,000 gallons	\$14.45
Volume Charge (per 1,000 gal); 3,001 + gallons	\$4.90
<i>Inside Sewer - Industrial</i>	
Minimum 0 gallons	\$7.05
Volume Charge (per 1,000 gal)	\$2.35
<i>Outside Sewer - Industrial</i>	
Minimum 0 gallons	\$14.00
Volume Charge (per 1,000 gal)	\$4.70

## Town of Valdese: Fiscal Year 2019-2020 Schedule of Fees

### WATER & SEWER RATES

#### Utility Fees

Non-owner resident deposit	\$100.00
Non-owner commercial deposit	\$100.00
Non-owner industrial deposit	\$100.00
Non-payment fee	\$25.00
Meter Tampering penalty	\$100 plus damages
Late penalty	10% after 15 <sup>th</sup> of month bill is due. Amended policy now included for large users. If the penalty exceeds \$200.00 the amended policy becomes effective.

#### Tap fees

##### *Water line located on same side of road*

¾" water tap	\$1,000.00
1" water tap	\$1,420.00
Greater than 1"	Cost plus 10%

##### *Water line located on opposite side of road*

¾" water tap	\$1,200.00
1" water tap	\$1,620.00
Greater than 1"	Cost plus 10%

Meter Relocate (using existing tap- not to exceed 20 feet)	\$300.00
--	----------

##### *Sewer line located on same side of road*

4" sewer tap	\$1,000.00
Larger than 4"	Actual cost plus 10%

##### *Sewer line located on opposite side of road*

4" sewer tap	\$1,200.00
(any other extreme circumstances)	\$1200.00 or cost plus 10% whichever is greater
Larger than 4"	Actual cost plus 10%

Industrial Pretreatment Surcharge	\$18,500.00
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**Town of Valdese: Fiscal Year 2019-2020 Schedule of Fees**  
**JIMMY C. DRAUGHN AQUATIC & FITNESS CENTER**

**INSIDE Valdese City Limits**

	<b>AQUATICS CENTER</b>			<b>FITNESS CENTER</b>			<b>BOTH</b>		
	<u>Monthly</u>	<u>3 month</u>	<u>Annual</u>	<u>Monthly</u>	<u>3 month</u>	<u>Annual</u>	<u>Monthly</u>	<u>3 month</u>	<u>Annual</u>
Individual Student(w/id) / Senior / Military	\$20.00	\$50.00	\$160.00	\$20.00	\$50.00	\$160.00	\$30.00	\$75.00	\$240.00
Individual / Sr. Couple / Military Couple	\$30.00	\$75.00	\$240.00	\$30.00	\$75.00	\$240.00	\$45.00	\$112.50	\$360.00
Couple / Military Family	\$35.00	\$87.50	\$280.00	\$35.00	\$87.50	\$280.00	\$52.50	\$131.25	\$420.00
Family	\$40.00	\$100.00	\$320.00	\$40.00	\$100.00	\$320.00	\$60.00	\$150.00	\$480.00

**OUTSIDE Valdese City Limits**

	<b>AQUATICS CENTER</b>			<b>FITNESS CENTER</b>			<b>BOTH</b>		
	<u>Monthly</u>	<u>3 month</u>	<u>Annual</u>	<u>Monthly</u>	<u>3 month</u>	<u>Annual</u>	<u>Monthly</u>	<u>3 month</u>	<u>Annual</u>
Individual Student(w/id) / Senior / Military	\$25.00	\$62.50	\$200.00	\$25.00	\$62.50	\$200.00	\$37.50	\$93.75	\$300.00
Individual / Sr. Couple / Military Couple	\$37.50	\$93.75	\$300.00	\$37.50	\$93.75	\$300.00	\$56.25	\$140.75	\$450.00
Couple / Military Family	\$43.75	\$109.50	\$350.00	\$43.75	\$109.50	\$350.00	\$65.75	\$164.00	\$525.00
Family	\$50.00	\$125.00	\$400.00	\$50.00	\$125.00	\$400.00	\$75.00	\$187.50	\$600.00

<b>AQUATICS CENTER</b>		
Class Benefit:		
Core Water		
Exercise - Free		
Others:		
	\$2 member	
	\$5 non-member	

<b>FITNESS CENTER</b>		
Class Benefit:		
Core Land		
Exercise - Free		
Others:		
	\$2 member	
	\$5 non-member	

<b>BOTH</b>		
Class Benefit:		
Core Water & Land		
Exercise - Free		
Others:		
	\$2 member	
	\$5 non-member	

Aquatic Members receive 50% off all swim lessons for all persons listed on the membership

<p style="text-align: center;">Town of Valdese: Fiscal Year 2019-2020 Schedule of Fees PUBLIC WORKS</p>
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CEMETERY PLOTS	<u>Each</u>
Inside Valdese Town Limit	\$300
Outside Valdese Town Limit	\$500
Deed Transfer	\$25
SOLID WASTE	<u>Monthly</u>
Residential Trash	\$10.00
Residential Recycling	\$1.30
Small User Fee (small businesses)	\$13.30

<p style="text-align: center;">Town of Valdese: Fiscal Year 2019-2020 Schedule of Fees PLANNING</p>
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	<u>Each</u>
CONDITIONAL USE PERMIT	\$350
REZONING PERMIT	\$350
VARIANCE APPLICATION	\$350





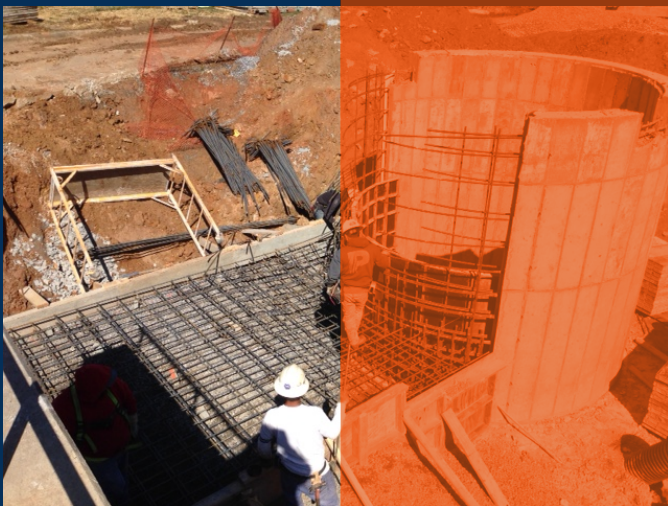
Shaping  
Communities  
Together



## Capital Improvements Plan Water & Sewer Rate Study 2019 Update

**RJ Mozeley, PE**  
Project Manager

**Dale R. Schepers**  
Senior Consultant





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## **APPENDIX**

March 2019 Council Retreat Presentation Materials

**1.0****EXECUTIVE SUMMARY and KEY FINDINGS****1.1 Executive Summary:**

McGill Associates (McGill) was retained by the Town of Valdese to review and update the Water and Sewer Capital Improvement Plan (CIP) and conduct a financial analysis of the water and sewer utility fund, including recommendations for revenue adjustments as necessary. The Capital Plan and Financial Analysis Updates Project will provide the following:

- Review and update the 10-year Capital Improvements Plan (CIP), detailing future water and sewer treatment plant improvements, vehicle and equipment replacement and distribution/collection system rehabilitation.
- Determine the Utility's Revenue Requirements, including funding required to support operations and maintenance, debt service and revenue-financed system renewal and replacements.
- Determine rate adjustments necessary to fully support the financial requirements identified in the above items.

McGill worked closely with the Town's Manager, Water Resources Director, Public Works Director and Finance Director throughout the project to ensure the adequacy of data and accuracy of analyses. Several meetings, phone conversations, and email correspondence allowed the Town's staff to provide direction for the study's efforts and to align deliverables with the expectations of the Town Council.

**1.2 Key Findings:**

- Revenue Requirements Analysis determined rate adjustments (increases) recommended in the 2018 Update Report must be continued to meet the financial obligations of the water and sewer utility over the 10-year planning period. Revenue increases are necessary beginning with 4.0% in years 1 through 5 (FY20 – FY24), and 2.0% increases are necessary for years 6 through 10 (FY25 – FY29).
- These revenue adjustments are driven by several factors including, but not limited to the following:
  - Proposed debt issuances to support projected capital improvements projects, primarily renewal and replacement of aging water and wastewater treatment facilities.
  - Increasing Operations and Maintenance (O&M) expenses, generally due to inflation.
  - Limited new revenue generated by system growth, i.e. new customers and/or increasing consumption patterns.
  - A slight overall decrease in the rate of consumption (gallons per connection) across the customer base.

- Capital Improvements Schedule: Extensive consultation, review, inspection and coordination between McGill engineers and Town staff resulted in refinement of the projected 10-year CIP to \$23.9 million anticipated in the FY20 budget.
  - McGill worked interactively with Town staff to further update the existing water and sewer system asset inventories and condition assessments, reviewed status of current year capital construction projects, and determined anticipated water and sewer system projects to be incorporated into the ten-year (10-yr.) CIP based on the Town's updated priorities including regulatory compliance, work place / work environment safety, operational viability, replacement of obsolete equipment, gain in efficiency, system growth and economic development. Opinions of probable construction costs for recommended projects were also updated.
  - Continued improvement of infrastructure condition assessment accuracy and applied replacement criteria allowed the Town to more accurately predict annual capital outlay and debt service requirements, giving Staff better control of future expenses and potential rate adjustments.
- Revenue adjustments of 4% proposed for FY2020, translate into a combined monthly water and sewer rate charge increase of 4.3%, or \$1.85 per month for a residential customer using 4,000 gallons per month. The monthly bill for water and sewer would increase from \$43.35 to \$45.20. A five-year snapshot of the rate increases on a typical monthly inside residential bill of 4,000 gallons is presented in Table 1.
- Council recognizes the need for the proposed schedule of rate adjustments and will review and consider each potential increase every fiscal year as part of the budget preparation process. This will allow fine tuning as needed using the most accurate and up-to-date data.

**Table 1** – Proposed Rate Adjustments; Residential Customer Combined Water and Sewer Monthly Bill, based on 4,000-gallon consumption.

Monthly Residential Bill 4,000 gallons					
Test Year	5-year Rate Adjustment Projection				
2019	2020	2021	2022	2023	2024
Rate Ajdust	4.3%	4.2%	4.1%	4.3%	4.2%
\$43.35	\$45.20	\$47.10	\$49.05	\$51.15	\$53.30
\$ change	\$1.85	\$1.90	\$1.95	\$2.10	\$2.15

**2.0****BACKGROUND and PURPOSE STATEMENT****2.1 Background:**

The Town of Valdese water and sewer utilities serve a population of approximately 12,700, with an average daily water demand of 2.44 million gallons per day (MGD) based on billing information provided by the Town. Surface water is withdrawn from Lake Rhodhiss and treated through the Town's 12.0 MGD conventional Water Treatment Plant (WTP). Finished water is delivered through approximately 170 miles of water mains ranging in size from 2 to 36 inches in diameter and 5,200 service connections located within the Town's corporate boundaries, Triple Community District and certain areas beyond the Town's corporate limits. Wholesale water service is also provided to the Town of Rutherford College, Icard Water Corporation and Burke County.

Wastewater service is provided to approximately 2,200 connections with an average daily flow of 2.01 MGD. Treatment is provided by the Town's 7.5 MGD extended aeration Wastewater Treatment Plant (WWTP). The collection system consists of 101 miles of sewer mains ranging in size from 4 to 24 inches in diameter and 7 sewer lift stations. Wastewater service is provided to customers located within the Town's corporate boundaries. Wholesale wastewater service is also provided to the Town of Rutherford College, the Town of Drexel and Burke County.

The Town of Valdese continues with this capital planning and financial analysis effort to evaluate the ability of the water and sewer rates to fully recover the costs of water and sewer operations, maintenance and capital improvements.

**2.2 Purpose Statement:**

The Town of Valdese retained McGill Associates to conduct a Capital Improvements Plan Update and cost-of-service based Water and Sewer Fund Financial Analysis Update. The overall objectives of this effort are to determine:

- Capital improvements (CIP) needed to renew and replace the key water and sewer system components.
- Revenue Requirements that will meet ongoing O&M initiatives and fund the capital needs of the water and sewer utility, and
- Identify revenue adjustments and corresponding rate impacts that are necessary to fully support the utility system as an enterprise fund.

**3.0****APPROACH AND METHODOLOGY**

The Town of Valdese continues to advance development and implementation of long-term water and sewer infrastructure management practices that identify and adequately address critical infrastructure needs, focusing on system reliability, operational efficiency, affordability and sustainability. This effort is built upon knowledgeable and experienced staff, supported by competent professionals that together can determine both the physical and financial needs of the utility, along with an implementation strategy and guidance that will result in continued short and long-term stability of water and sewer revenues and user rates.

McGill used the American Water Works Association (AWWA) cash-needs approach to determine the water and sewer utility's revenue requirements. This approach defines revenue requirements as the total amount of revenue that is required to cover all costs of the utility, including O&M, debt service, cash reserves, depreciation (reinvestment in the utility's infrastructure), and transfers to/from other municipal funds. Determining a utility's revenue requirements is the basis for setting rates, which includes providing adequate and sustainable funding levels for all operational costs and capital needs.

Adequacy of revenues is determined by comparing projected expenses required to fully support ongoing needs of the utility (administration, O&M, capital outlay, debt service, etc.) to revenues that are anticipated to be generated under the existing rate structure during the planning period. This comparison identifies potential revenue shortfalls. Corrective action (typically user rate adjustments) can then be applied to accurately address these potential revenue shortfalls as they are anticipated.

Adjustments to user rates must be equitably assigned to the customer base. A review of system demand and customer characteristics will determine the application of rate adjustments among the various customer classes.

**4.0****CAPITAL IMPROVEMENTS PLAN UPDATE**

The Capital Improvements Plan updates were developed interactively with Town Staff. This effort included an update of the CIP inventory and review of each project status and determination of new projects to be incorporated into the 10-year CIP. Priority and scheduling were determined based on regulatory compliance, safety, operational viability, obsolescence, efficiency, system growth and economic development.

This comprehensive capital needs assessment and planning effort focused on maximizing useful life through improved asset management, refining the scope of construction on several proposed projects and reviewing project priorities and scheduling. The result is an updated CIP schedule that represents a more complete understanding of the long-term needs of the utility. Key elements of the CIP update include:

- Water/Wastewater Plant Projects:
  - FY17 to 18 CIP Increase: Potential Biosolids Project – Scope and Cost Identified.
  - FY18 to 19 CIP Decrease: Biosolids Study allows Capital Project to be deferred.
  - FY19 to 20 CIP Decrease: Reflects several Capital Projects reaching conclusion.
- Distribution/Collection System Projects:
  - FY17 to 20 CIP Increase: Additional water/sewer main work, scope and cost determined through Asset Inventory and Assessment (AIA) work.
- Additional effort in AIA work is needed to identify future distribution and collection system improvements and develop a long-term and sustainable balance of overall capital needs.

**Table 2 – Comparison of Capital Investment Projections**

10-Year Capital Investment Projections by Budget Year				
Utility Function	FY17	FY18	FY19	FY20
Plant	\$8,324,900	\$16,496,800	\$8,481,520	\$6,573,220
Dist/Collect	\$1,314,616	\$5,792,156	\$8,834,286	\$10,757,150
Total	\$9,639,516	\$22,288,956	\$17,315,806	\$17,330,370

Key projects and projected CIP investment amounts are included in the March 2019 Council Retreat Presentation Materials in the Appendix.

## 5.0

## FINANCIAL MODEL UPDATE

McGill determined Revenue Requirements sufficient to meet ongoing expenses in O&M, fund capital needs and maintain adequate reserves and contingencies in the water and sewer utility fund. Current financial information was studied, including billing, collections, debt service payments, amortization schedules, budgets and financial statements. The purpose of compilation of these documents was to determine the adequacy of revenues generated from all sources compared against expenses required to sustain the entire utility system for the long-term. A 10-year financial model was then updated to examine these interrelationships and determine the absolute necessity for revenue adjustments and recommended timing to help minimize rate impacts to customers.

### 5.1 Key Assumptions:

The model was constructed using the following general assumptions:

Revenue growth Metered Sales:	0.07%
Revenue growth all other sources:	0.5%
Expenses Salaries and Benefits growth:	3.0%
Expenses all other operations growth:	2.5%
Unrestricted Net Assets Target:	50 to 65%

### 5.2 Findings:

#### *Consumption:*

Water consumption per connection held steady across all customer classes in FY18, following 2 years of decline. Overall, marginal decline is anticipated to continue in the foreseeable future and the metered revenue growth assumption will remain at 0.07% for the financial model update.

#### *Sufficiency of Revenues:*

Sufficiency of revenues above debt requirements remains very strong. Annual debt obligation is 7% for FY19 and projected to be less than 10% for the remaining 9 years of the planning horizon. This falls well within an industry standard value of approximately 35%, and less than the average debt service obligation (29%) of over 115 water utilities reporting to the National Association of Clean Water Agencies.

The Water Research Foundation cites capital funding through equity sources as a performance benchmark measuring financial viability and recommends a minimum 20% of capital funding through equity sources as prudent. The financial model projects capital funding through equity sources to remain well above the industry benchmark, averaging over 50% throughout the 10-year planning period.

#### *Rates:*



Continuation of revenue increases proposed in the 2018 Capital Improvements Update and Rate Study will be necessary to fully support the ongoing O&M costs, debt service obligations and revenue-financed system renewal and replacements of the water and sewer utility over the 10-year planning horizon. New revenue in the amount of 4% per year continuing in years FY20 through FY24 (5-year duration), and 2% per year projected for FY25 through FY28 (5-year duration).

*Customer Equity:*

Water customers continue to generate over 70% of the Utility's overall revenues, while the sewer customers generate less than 30%. With expenses nearly equal and projected to continue to be within 2% of equal through the 10-year planning period, some consideration could be given to adjusting sewer rates more aggressively than water rates to generate a greater percentage of the sewer system's cost-of-service and begin to move toward aligning sewer revenues with expenses. Higher sewer rates would typically move the Town toward better financing terms with funding agencies like NC Department of Water Infrastructure.

**6.0****RECOMMENDATIONS***Rate Adjustments:*

Implement an overall revenue increase of 4 % for FY20, and continue through FY24, with annual review and adjustment(s) as necessary. The proposed Rate Summary Table, in the attached Presentation to the Town Council, provides recommended rate adjustments for the 10-year planning period along with sample water and sewer charges for typical monthly consumption for each customer class.

Unrestricted net assets as a percent of total expenses is a common benchmark for tracking the general health of the utility fund, and a target value of 50% has been determined to be reasonable for the Town. The value calculated from the 2018 Audited Financial Statement is 36%. The projected value for FY20 is 55%, and subsequent values for FY21 through FY29 range from 49% to 67%, averaging 55% throughout the 10-year planning period.

*Customer Equity:*

At present, sewer revenue is 21% of the fund's overall revenue, while expenses are 52%. Recommended rate adjustments provide a little progress to achieve greater alignment between sewer revenues and expenses. Annual sewer revenue projections above water revenues increases very slightly (less than 0.5%) over the planning period. Customer equity will continue to be monitored and adjustments can be made to achieve greater alignment as the Town may determine over time.

*Key Performance Indicators:*

Consider developing financial management objectives to assist with analysis, interpretation and comparison to other utilities. Objectives can be used to set financial goals and facilitate efforts to monitor and track progress. These financial performance indicators may be in the form of formal, Council adopted financial management policies or directives, or informal administrative direction through the Town Manager. Examples for consideration may include:

- Working Capital Reserves
- Capital Improvements Reserve Fund
- Sufficiency of Revenues Above Debt Requirements
- Credit Ratings
- Cash Financing of Capital
- Rate/Revenue Stabilization Fund
- Service Affordability

*Presentation to Town Council:*

McGill presented findings of the cost-of-service based water and sewer rate review to the Town Council and responded to questions concerning approach, methodology and calculations and directed the Manager to include recommended the 5-year rate adjustment schedule in the FY19 budget. A copy of the pertinent presentation information is attached including tables from the financial model summarizing Capital Improvements, Financial Analysis and Proposed Rates.

## **APPENDIX**

March 2019 Council Retreat Presentation Materials

Table 1  
Town of Valdese Water and Sewer Utility Fund  
Capital Improvements Plan

Water Distribution/Sewer Collection Division

Project Number	Project Description	Cost	Current Year FY2019	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	Year 6 FY2025	Year 7 FY2026	Year 8 FY2027	Year 9 FY2028	Year 10 FY2029	Years 11+ FY2030
Vehicles and Equipment														
1	2006 F350 Service Truck	35,000			35,000									
2	2014 Cat Mini Trackhoe	83,600					83,600							
3	2009 Pipe Hunter Jet M 35418	42,000								42,000				
4	2014 Ford F150 Meter Truck	28,000				28,000								
5	Trailer	15,000									15,000			
6	2002 4x4 Classic	28,000							28,000					
7	2011 Ford 4x4 F350	32,000						32,000						
8	2007 Chevy Silverado 4x4	27,300			27,300									
9	1985 Kubota / Tractor Backhoe	72,100			72,100									
10	1985 John Deere Backhoe	90,000					90,000							
11	2006 Chevy Dump Truck 1.5 Ton	50,000						50,000						
12	2004 Chevy 4x4	27,000		27,000										
13	2013 F350 Service Truck	42,000									42,000			
14	2007 Ferris Mower	8,000				8,000								
15	2016 Ford F150 4x4	28,000								28,000				
System Upgrades														
16	Insert In-Line valve 24 Inch Transmission line from Water Plant 100% grant	61,000	61,000											
17	Cross Connection Program	25,000		25,000										
18	Electrical Upgrades to Bridgeport Booster Pump Station	42,500			42,500									
19	Repair Water Line Hangers HWY 70 Bridgeport	40,000		40,000										
20	AMI Meter Replacement 2,265,386 less 566,347 grant	2,265,386	2,265,386											
21	NC 18 South Tank Project													2,026,800
22	Triple District Tank Inspections & Interior Cleaning (Logan St. Drexel Rd., Flat Gap.)	79,800	13,300	13,300	13,300				13,300	13,300	13,300			
23	Meter Replacements	150,000	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	
24	Removal of (2) tanks at cemetery	200,000				200,000								
25	Hydraulic Model Study	45,000		45,000										
26	Billing Software Upgrades	70,000		70,000										
27	Renew Arc-Flash Study	5,500					2,500					3,000		
28	SCADA Upgrades	50,000		40,000						10,000				48,600
29	Harris Avenue PS Gravity Sewer Extension													1,300,000
30	Holly Hills Sewer System Extension													3,300,000
Water/Sewer Main Renewal and Replacement														
31	St Germain Water Line Replacement 396,156 SRF loan with 156,828 forgiveness	329,338	329,338											
32	SRF Funded 2018 Water System Upgrades Project 1,181,700 less 500,000 grant	1,181,700		1,181,700										
32a	Zion Road Control Valve Project													
32b	Logan Drive Water Line Replacement													
32c	Eastwood Subdivision Water Line Replacement													
32d	Hill Drive Water Line Replacement													
32e	Lakeview Acres Road Water Line Replacement													
33	Main St. Water Line Replacement 2,782,950; less 1,000,000 loan forgiveness	2,782,950				2,782,950								
34	Eldred St. Water Line Replacement	400,000								400,000				
35	Water Main Replacement	2,550,000				250,000	250,000	250,000	250,000	50,000		1,000,000	500,000	
36	Sewer Main Rehabilitation	2,550,000				250,000	250,000	250,000	250,000	50,000		1,000,000	500,000	
	Subtotal - Water Distribution/Sewer Collection	13,436,174	2,679,024	1,452,000	200,200	3,533,950	691,100	597,000	556,300	608,300	85,300	2,018,000	1,015,000	6,675,400

Table 1  
Town of Valdese Water and Sewer Utility Fund  
Capital Improvements Plan

Water Treatment Division														
Project Number	Project Description	Cost	Current Year FY2019	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	Year 6 FY2025	Year 7 FY2026	Year 8 FY2027	Year 9 FY2028	Year 10 FY2029	Years 11+ FY2030
1	New Superintendent Vehicle	28,000								28,000				
2	New Maintenance Vehicle	28,000							28,000					
3	New 4-Wheel Drive Lawnmower	16,000								16,000				
4	Roof Replacement - Main Building	40,000				40,000								
5	Roof Replacement - Raw Water PS	25,000					25,000							
6	Roof Replacement - Finished Water PS	20,000						20,000						
7	Roof Replacement - Maintenance Building	20,000				20,000								
8	Replace Chemical Feed Pumps	28,750	5,500	5,700					5,800	5,850	5,900			
9	Raw Water Intake	0												8,000,000
10	Raw Water Pump MCC Replace & Finish Water PS MCCs 842,770 less 210,692 grant	842,770		842,770										
11	Raw Water Pump Replacement	1,000,000						1,000,000						731,100
12	Replace Raw Water Control Valves	91,500						91,500						
13	Pave Raw Water PS Access Road	0												67,600
14	Backup Generator & Electrical Modifications 1,000,000 CDBG Gant	1,000,000	1,000,000											
15	Cleanwell Structural Assessments	50,000				50,000								
16	Filter Effluent Valve Replacement	30,400		6,000	6,000	6,100	6,100	6,200						
17	2019 Undetermined Project	45,500	45,500											
18	Renew Arc-Flash Study	27,125					12,125					15,000		
19	SCADA Upgrades	75,000			15,000					45,000			15,000	48,600
20	Basin Ladders	60,000		15,000	15,000	15,000	15,000							
21	Repair Fence and Add Electric Gate Opener	20,000		20,000										
22	Repair #2 Raw Water Pump Motor	8,000		8,000										
23	Cleanwell Baffle Wall Repair	175,000					175,000							
24	Tank Maintenance	165,000				20,000			20,000		125,000			
25	Convert Disinfection to Sodium Hypochlorite 658,300 less 164,575 grant	658,300		658,300										
26	Water Treatment Plant Equipment Rehabilitation & Replacement	200,000									50,000	75,000	75,000	
	Subtotal - Water Treatment	4,454,345	1,051,000	1,555,770	36,000	151,100	233,225	1,117,700	53,800	94,850	180,900	90,000	90,000	8,847,300

Table 1  
Town of Valdese Water and Sewer Utility Fund  
Capital Improvements Plan

Wastewater Treatment Division														
Project Number	Project Description	Cost	Current Year FY2019	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	Year 6 FY2025	Year 7 FY2026	Year 8 FY2027	Year 9 FY2028	Year 10 FY2029	Years 11+ FY2030
1	1998 Biosolids Truck	59,700					59,700							
2	Sludge Trailer	36,900						36,900						
3	2008 Compost Loader	155,200				155,200								
4	Plant Truck	29,600										29,600		
5	Maint Vehicle 2013	35,000			35,000									
6	Lab Truck	25,000										25,000		
7	Riding Mower (2004)	36,800		18,000		8,700							10,100	10,100
8	Seal Replacement for Influent Pumps 1&2	13,000				6,000						7,000		18,300
9	Seal Replacement for Influent Pumps 3&4	34,800	13,800		6,000					15,000				
10	Seal Replacement for Secondary Waste Pumps	9,300				9,300								
11	Seal Replacement for Sludge Recycle Pumps	10,100							10,100					
12	Polymer System	40,000		40,000										
13	Centrifuge Drive	318,000		318,000										
14	Centrifuge #2 Overhaul	50,000						50,000						
15	Centrifuge #1 Overhaul	50,000							50,000					
16	Roof SO2 Building	12,000			12,000									12,100
17	Admin Building Roof	0												30,000
18	Dewatering Building Roof	0												35,000
19	Sludge Recycle PS Building Roof	20,000										20,000		
20	Influent PS Building Roof	0												20,000
17	Sludge Grinder #1	20,000	20,000											19,100
18	Sludge Grinder #2	11,000		11,000										18,000
19	Aeration Basin	1,234,500	25,000	35,000							1,174,500			
20	Spare Pump Cline Street	10,000			5,000			5,000						
21	Spare Pump Morgan Trace	14,000		4,000		5,000			5,000					
22	Spare Pump High Meadows	14,000		4,000		5,000			5,000					
23	Spare Pump John Berry	0												82,500
24	Spare Pump Seitz	0												42,000
25	Secondary Clarifier #2 Painting	6,000										6,000		
26	Thickener Blower #1	11,600		5,500				6,100						
27	Thickener Blower #2	12,000		5,500						6,500				
28	SCADA	22,000			10,000					12,000				67,200
29	Renew Arc-Flash Study	22,875					10,875					12,000		
30	Grit Removal System Replacement 1,082,300 less 725,141 grant	1,082,300	1,082,300											
31	Dewatering Building Drainage System	20,000					20,000							
32	Dewatering Building Grading, Drainage, Asphalt Modifications	65,000		65,000										
33	Sludge Biosolids Dewatering Improvements	0												3,158,000
34	6" Compound Flow Meter	0												60,000
35	Biosolids Drying Equipment	0												5,873,000
36	Conversion to Ultraviolet Disinfection	787,900			787,900									
37	Concrete Work at Compost Pad	37,400		12,000				12,000				13,400		
38	#2 Recycle Modification	7,000	7,000											
39	#3 Influent Checkvalve	3,500	3,500											1,300,000
40	Camera System - security	5,000		5,000										
41	Wastewater Treatment Plant Equipment Rehabilitation & Replacement	200,000									50,000	75,000	75,000	
	Subtotal - Wastewater Treatment	4,321,475	1,151,600	523,000	855,900	189,200	90,575	110,000	70,100	33,500	1,224,500	188,000	85,100	10,745,300
	Capital Improvements Plan Total	22,211,994	4,881,624	3,530,770	1,092,100	3,874,250	1,014,900	1,824,700	680,200	736,650	1,490,700	2,296,000	1,190,100	26,268,000

2019-A Debt Issue	2020-A Debt Issue
329,338	318,000

2019-B Debt Issue	2020-B Debt Issue	2021 Debt Issue 5%	2022 Debt Issue
2,265,386	658,300	787,900	2,782,950

2020-C Debt Issue
2,024,470

2024 Debt Issue 5%
1,091,500

2027 Debt Issue 5%	2028 Debt Issue 5%
1,174,500	2,000,000

Table 2  
Town of Valdese Water and Sewer Utility Fund  
Summary Financial Analysis

Recommended Rate Adjustment: 4% years 1-5; 2% years 6-10

Revenue												
Description	Budget FY2019	Estimated FY2019	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	Year 6 FY2025	Year 7 FY2026	Year 8 FY2027	Year 9 FY2028	Year 10 FY2029
1 Metered Water Sales	3,215,000	3,215,000	3,245,000	3,249,000	3,253,000	3,256,000	3,260,000	3,264,000	3,268,000	3,272,000	3,276,000	3,280,000
2 Meterd Sewer Sales	1,432,000	1,432,000	1,433,000	1,434,000	1,435,000	1,436,000	1,437,000	1,438,000	1,439,000	1,440,000	1,441,000	1,442,000
3 Total Metered Sales	4,647,000	4,647,000	4,678,000	4,683,000	4,688,000	4,692,000	4,697,000	4,702,000	4,707,000	4,712,000	4,717,000	4,722,000
4 Non-Metered Revenue	107,000	2,614,000	981,000	106,000	1,107,000	107,000	108,000	108,000	109,000	109,000	110,000	110,000
5 Total Revenue (Existing Rates)	4,754,000	7,261,000	5,659,000	4,789,000	5,795,000	4,799,000	4,805,000	4,810,000	4,816,000	4,821,000	4,827,000	4,832,000
6 Projected New Revenue (Assumes Rate Adjustment per Financial Analysis)		-	187,000	382,000	585,000	796,000	1,015,000	1,130,000	1,246,000	1,366,000	1,487,000	1,611,000
7 Total Revenue Including Adjustments		7,261,000	5,846,000	5,170,000	6,379,000	5,595,000	5,820,000	5,940,000	6,062,000	6,186,000	6,313,000	6,443,000

Expenses												
Description	Budget FY2019	Estimated FY2019	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	Year 6 FY2025	Year 7 FY2026	Year 8 FY2027	Year 9 FY2028	Year 10 FY2029
1 Administration	1,055,000	900,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
2 Water Supply & Treatment	893,000	893,000	917,000	942,000	968,000	994,000	1,021,000	1,049,000	1,078,000	1,107,000	1,138,000	1,169,000
3 Wastewater Treatment	1,136,000	1,136,000	1,167,000	1,199,000	1,232,000	1,266,000	1,300,000	1,336,000	1,372,000	1,410,000	1,449,000	1,488,000
4 Water and Sewer Maintenance	780,000	780,000	802,000	824,000	848,000	871,000	896,000	921,000	946,000	973,000	1,000,000	1,028,000
5 Non Operating Expenses		432,000	414,000	374,000	272,000	221,000	243,000	221,000	221,000	244,000	261,000	221,000
6 Capital Outlay		2,287,000	530,000	304,000	1,091,000	1,015,000	733,000	680,000	737,000	316,000	296,000	1,190,000
7 Existing Debt Service		302,000	297,000	273,000	119,000	119,000	288,000	118,000	118,000	118,000	117,000	80,000
8 New Debt Service		-	94,000	203,000	265,000	372,000	369,000	449,000	471,000	466,000	549,000	721,000
9 Total Expenses		6,730,000	5,321,000	5,219,000	5,895,000	5,958,000	5,950,000	5,874,000	6,043,000	5,734,000	5,910,000	6,997,000

Financial Position Summary												
Description		Estimated FY2019	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	Year 6 FY2025	Year 7 FY2026	Year 8 FY2027	Year 9 FY2028	Year 10 FY2029
1 Net Income		531,000	525,000	-49,000	484,000	-363,000	-130,000	66,000	19,000	452,000	403,000	-554,000
2 Unrestricted Net Assets		2,427,497	2,952,116	2,902,601	3,386,903	3,024,471	2,893,609	2,959,183	2,977,484	3,429,076	3,832,766	3,278,913
3 Unrestricted Net Assets: Balance / Total Expenses (%)	Min 50%	36%	55%	56%	57%	51%	49%	50%	49%	60%	65%	47%



Town of Valdese  
Water and Sewer Utility Fund

Rate Adjustment: 4% years 1 - 5; 2% years 6 - 10

Current and Proposed Water Rates

	Current Rate	Projected					Extended				
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Inside Water Residential</b>											
Minimum 3,000 gallons	31.50	32.80	34.15	35.55	37.00	38.50	39.30	40.10	40.95	41.80	42.65
Volume Charge (per 1,000 gal); 3,001+ gallons	3.10	3.25	3.40	3.55	3.70	3.85	3.95	4.05	4.15	4.25	4.35
<b>Outside Water Residential</b>											
Minimum 3,000 gallons	49.85	51.15	52.50	53.90	55.35	56.85	57.65	58.45	59.30	60.15	61.00
Volume Charge (per 1,000 gal); 3,001+ gallons	5.90	6.05	6.20	6.35	6.50	6.65	6.75	6.85	6.95	7.05	7.15
<b>Inside Water Commercial</b>											
Minimum 3,000 gallons	31.50	32.80	34.15	35.55	37.00	38.50	39.30	40.10	40.95	41.80	42.65
Volume Charge (per 1,000 gal); 3,001+ gallons	3.10	3.25	3.40	3.55	3.70	3.85	3.95	4.05	4.15	4.25	4.35
<b>Outside Water Commercial</b>											
Minimum 3,000 gallons	63.10	65.65	68.30	71.05	73.90	76.90	78.45	80.05	81.70	83.35	85.05
Volume Charge (per 1,000 gal); 3,001+ gallons	6.15	6.40	6.70	7.00	7.30	7.60	7.80	8.00	8.20	8.40	8.60
<b>Inside Water Industrial</b>											
Minimum 3,000 gallons	12.35	12.85	13.40	13.95	14.55	15.15	15.10	15.45	15.80	16.15	16.50
Volume Charge (per 1,000 gal); 3,001 - 3,000,000 gallons	2.35	2.45	2.55	2.70	2.85	3.00	3.10	3.20	3.30	3.40	3.50
Volume Charge (per 1,000 gal); 3,000,000+ gal	1.15	1.20	1.25	1.30	1.40	1.50	1.55	1.60	1.65	1.70	1.75
<b>Outside Water Industrial</b>											
Minimum 3,000 gallons	24.65	25.65	26.70	27.80	28.95	30.15	30.80	31.45	32.10	32.75	33.45
Volume Charge (per 1,000 gal); 3,001 - 300,000 gallons	4.70	4.90	5.10	5.35	5.60	5.85	6.00	6.15	6.30	6.45	6.60
Volume Charge (per 1,000 gal); 300,000+ gal	2.30	2.40	2.50	2.60	2.75	2.90	3.00	3.10	3.20	3.30	3.40
<b>Burke County &amp; Rutherford College</b>											
Volume Charge (per 1,000 gal); 3,001+ gallons	3.55	3.70	3.85	4.05	4.25	4.45	4.55	4.65	4.75	4.85	4.95
<b>Icard</b>											
Minimum 10,000,000 gal	10,400.00	10,500.00	10,600.00	10,700.00	10,800.00	10,900.00	11,000.00	11,100.00	11,200.00	11,300.00	11,400.00
Volume Charge (per 1,000 gal) 10,000,000+ gal	1.28	increases per Hickory Rates									

Sample Monthly Water Charges

Sample Monthly Water Charges			Current Rate	Projected					Extended				
			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Residential Inside	4,000	gal	34.60	36.05	37.55	39.10	40.70	42.35	43.25	44.15	45.10	46.05	47.00
Residential Outside	4,000	gal	55.75	57.20	58.70	60.25	61.85	63.50	64.40	65.30	66.25	67.20	68.15
Commercial Inside	10,000	gal	53.20	55.55	57.95	60.40	62.90	65.45	66.95	68.45	70.00	71.55	73.10
Commercial Outside	10,000	gal	106.15	110.45	115.20	120.05	125.00	130.10	133.05	136.05	139.10	142.15	145.25
Commercial Inside	50,000	gal	177.20	185.55	193.95	202.40	210.90	219.45	224.95	230.45	236.00	241.55	247.10
Commercial Outside	50,000	gal	352.15	366.45	383.20	400.05	417.00	434.10	445.05	456.05	467.10	478.15	489.25
Industrial Inside	500,000	gal	940.30	980.50	1,020.75	1,075.85	1,141.00	1,206.15	1,245.80	1,285.85	1,325.90	1,365.95	1,406.00

Town of Valdese  
Water and Sewer Utility Fund

Rate Adjustment: 4% years 1 - 5; 2% years 6 - 10

Current and Proposed Sewer Rates

	Current Rate	Projected					Extended				
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Inside Sewer Residential</b>											
Minimum 3,000 gallons	6.65	6.95	7.25	7.55	7.90	8.25	8.45	8.65	8.85	9.05	9.25
Volume Charge (per 1,000 gal); 3,001+ gallons	2.25	2.35	2.45	2.55	2.70	2.85	2.95	3.05	3.15	3.25	3.35
<b>Outside Sewer Residential</b>											
Minimum 3,000 gallons	12.70	13.00	13.30	13.60	13.95	14.30	14.50	14.30	14.90	15.10	15.30
Volume Charge (per 1,000 gal); 3,001+ gallons	4.30	4.40	4.50	4.60	4.75	4.90	5.00	5.10	5.20	5.30	5.40
<b>Inside Sewer Commercial</b>											
Minimum 3,000 gallons	6.95	7.25	7.55	7.90	8.25	8.60	8.80	9.00	9.20	9.40	9.60
Volume Charge (per 1,000 gal); 3,001+ gallons	2.35	2.45	2.55	2.70	2.85	3.00	3.10	3.20	3.30	3.40	3.50
<b>Outside Sewer Commercial</b>											
Minimum 3,000 gallons	13.85	14.45	15.05	15.70	16.35	17.05	17.40	17.75	18.15	18.55	18.95
Volume Charge (per 1,000 gal); 3,001+ gallons	4.70	4.90	5.10	5.35	5.60	5.85	6.00	6.15	6.30	6.45	6.60
<b>Inside Sewer Industrial</b>											
Minimum 0 gallons	6.75	7.05	7.35	7.65	8.00	8.35	8.55	8.75	8.95	9.15	9.35
Volume Charge (per 1,000 gal)	2.25	2.35	2.45	2.55	2.70	2.85	2.95	3.05	3.15	3.25	3.35
<b>Outside Sewer Industrial</b>											
Minimum 0 gallons	13.45	14.00	14.60	15.20	15.85	16.50	16.85	17.20	17.55	17.95	18.35
Volume Charge (per 1,000 gal)	4.50	4.70	4.90	5.10	5.35	5.60	5.75	5.90	6.05	6.20	6.35
<b>Burke County</b>											
Volume Charge (per 1,000 gal)	2.45	2.55	2.70	2.85	3.00	3.15	3.25	3.35	3.45	3.55	3.65
<b>Drexel</b>											
Volume Charge (per 1,000 gal)	2.45	2.55	2.70	2.85	3.00	3.15	3.25	3.35	3.45	3.55	3.65
<b>Rutherford College</b>											
Volume Charge (per 1,000 gal)	2.05	2.15	2.25	2.35	2.45	2.55	2.65	2.75	2.85	2.95	3.05

Sample Monthly Sewer Charges

			Current Rate	Projected					Extended				
			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Residential Inside	4,000	gal	8.90	9.30	9.70	10.10	10.60	11.10	11.40	11.70	12.00	12.30	12.60
Residential Outside	4,000	gal	17.00	17.40	17.80	18.20	18.70	19.20	19.50	19.40	20.10	20.40	20.70
Commercial Inside	10,000	gal	23.40	24.40	25.40	26.80	28.20	29.60	30.50	31.40	32.30	33.20	34.10
Commercial Outside	10,000	gal	46.75	48.75	50.75	53.15	55.55	58.00	59.40	60.80	62.25	63.70	65.15
Commercial Inside	50,000	gal	117.40	122.40	127.40	134.80	142.20	149.60	154.50	159.40	164.30	169.20	174.10
Commercial Outside	50,000	gal	234.75	244.75	254.75	267.15	279.55	292.00	299.40	306.80	314.25	321.70	329.15
Industrial Inside	500,000	gal	1,131.75	1,182.05	1,232.35	1,282.65	1,358.00	1,433.35	1,483.55	1,533.75	1,583.95	1,634.15	1,684.35

Town of Valdese  
Water and Sewer Utility Fund

Current and Proposed Combined Water and Sewer Rates

	Current Rate	Projected					Extended				
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Inside Combined Residential</b>											
Minimum 3,000 gallons	38.15	39.75	41.40	43.10	44.90	46.75	47.75	48.75	49.80	50.85	51.90
Volume Charge (per 1,000 gal); 3,001+ gallons	5.35	5.60	5.85	6.10	6.40	6.70	6.90	7.10	7.30	7.50	7.70
<b>Outside Combined Residential</b>											
Minimum 3,000 gallons	62.55	64.15	65.80	67.50	69.30	71.15	72.15	72.75	74.20	75.25	76.30
Volume Charge (per 1,000 gal); 3,001+ gallons	10.20	10.45	10.70	10.95	11.25	11.55	11.75	11.95	12.15	12.35	12.55
<b>Inside Combined Commercial</b>											
Minimum 3,000 gallons	38.45	40.05	41.70	43.45	45.25	47.10	48.10	49.10	50.15	51.20	52.25
Volume Charge (per 1,000 gal); 3,001+ gallons	5.45	5.70	5.95	6.25	6.55	6.85	7.05	7.25	7.45	7.65	7.85
<b>Outside Combined Commercial</b>											
Minimum 3,000 gallons	76.95	80.10	83.35	86.75	90.25	93.95	95.85	97.80	99.85	101.90	104.00
Volume Charge (per 1,000 gal); 3,001+ gallons	10.85	11.30	11.80	12.35	12.90	13.45	13.80	14.15	14.50	14.85	15.20
<b>Inside Combined Industrial</b>											
Water Minimum 3,000 Gallons, Sewer Minimum 0 gallons	19.10	19.90	20.75	21.60	22.55	23.50	23.65	24.20	24.75	25.30	25.85
Water Volume Charge (per 1,000 gal); 3,001 - 3,000,000 gallons	2.35	2.45	2.55	2.70	2.85	3.00	3.10	3.20	3.30	3.40	3.50
Water Volume Charge (per 1,000 gal); 3,000,000+ gallons	1.15	1.20	1.25	1.30	1.40	1.50	1.55	1.60	1.65	1.70	1.75
Sewer Volume Charge (per 1,000 gal)	2.25	2.35	2.45	2.55	2.70	2.85	2.95	3.05	3.15	3.25	3.35
<b>Outside Combined Industrial</b>											
Water Minimum 3,000 Gallons, Sewer Minimum 0 gallons	38.10	30.35	31.60	32.90	34.30	35.75	36.55	37.35	38.15	38.95	39.80
Water Volume Charge (per 1,000 gal); 3,001 - 3,000,000 gallons	4.70	4.90	5.10	5.35	5.60	5.85	6.00	6.15	6.30	6.45	6.60
Water Volume Charge (per 1,000 gal); 3,000,000+ gallons	2.30	2.40	2.50	2.60	2.75	2.90	3.00	3.10	3.20	3.30	3.40
Sewer Volume Charge (per 1,000 gal)	4.50	4.70	4.90	5.10	5.35	5.60	5.75	5.90	6.05	6.20	6.35
<b>Burke County</b>											
Water Volume Charge (per 1,000 gal); 3,001+ gallons	3.55	3.70	3.85	4.05	4.25	4.45	4.55	4.65	4.75	4.85	4.95
Sewer Volume Charge (per 1,000 gal)	2.45	2.55	2.70	2.85	3.00	3.15	3.25	3.35	3.45	3.55	3.65
<b>Drexel</b>											
Volume Charge (per 1,000 gal)	2.45	2.55	2.70	2.85	3.00	3.15	3.25	3.35	3.45	3.55	3.65
<b>Rutherford College</b>											
Water Volume Charge (per 1,000 gal); 3,001+ gallons	3.55	3.70	3.85	4.05	4.25	4.45	4.55	4.65	4.75	4.85	4.95
Sewer Volume Charge (per 1,000 gal)	2.05	2.15	2.25	2.35	2.45	2.55	2.65	2.75	2.85	2.95	3.05

Sample Monthly Combined Water and Sewer Charges			Current Rate	Projected					Extended				
			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Residential Inside	4,000	gal	43.50	45.35	47.25	49.20	51.30	53.45	54.65	55.85	57.10	58.35	59.60
Residential Outside	4,000	gal	72.75	74.60	76.50	78.45	80.55	82.70	83.90	84.70	86.35	87.60	88.85
Commercial Inside	10,000	gal	76.60	79.95	83.35	87.20	91.10	95.05	97.45	99.85	102.30	104.75	107.20
Commercial Outside	10,000	gal	152.90	159.20	165.95	173.20	180.55	188.10	192.45	196.85	201.35	205.85	210.40
Commercial Inside	50,000	gal	294.60	307.95	321.35	337.20	353.10	369.05	379.45	389.85	400.30	410.75	421.20
Commercial Outside	50,000	gal	586.90	611.20	637.95	667.20	696.55	726.10	744.45	762.85	781.35	799.85	818.40
Industrial Inside	500,000	gal	2,072.05	2,162.55	2,253.10	2,358.50	2,499.00	2,639.50	2,729.35	2,819.60	2,909.85	3,000.10	3,090.35

## Memorandum

**TO:** John “Chip” Black, Mayor  
Valdese Town Council

**FROM:** Larry Johnson, Planning Director

**DATE:** May 29, 2019

**SUBJECT:** Preliminary Plat Approval Request  
Edelweiss Subdivision

The Valdese Subdivision Regulations outline a process for approval of subdivisions by Town Council; approval of the preliminary plat represents the first step. The Edelweiss Subdivision Preliminary Plat presented by Campsite Homes, LLC consists of 11 lots, with future expansion possible. The average lot size is approximately 18,000 square feet or .43 acres. The expected square footage of the homes in the proposed subdivision will range from 1,300 to 1,500 square feet in size. The price range of the homes will be approximately \$175,000.00 to \$200,000.00.

Additional development of the subdivision will be determined later as the developers decide on how to address remnants of the property’s former use. Located at the end of Harris Avenue NW, this property was once owned by the Town of Valdese and was the location of what is known as the Harris Avenue Wastewater Treatment Facility.

The preliminary plat meets all applicable requirements outlined in Article E General Requirements and Minimum Standards of Design of the Town of Valdese Subdivision Regulations. In addition, the Valdese Planning Board voted without any dissent to recommend Town Council approval of the preliminary plat presented by Campsite Homes.

If Town Council accepts the recommendation of the Planning Board, the final step in approval of the Edelweiss Subdivision will be the submittal of a final plat to Town Council for approval, following review by staff and a review and recommendation the Planning Board.

The Edelweiss Preliminary Plat is enclosed for your review.







## Community Affairs

# Memo

To: Mayor & Town Council

From: Morrissa Angi

cc: Seth Eckard

Date: 5/23/19

Re: Façade Grant Request

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Please find attached façade grant request for The Valdese Stitchery in the amount of \$5,000. The business owner is the owner of the building and plans to implement the design specified in the rendering from NC Main Street & Rural Planning Center in phases. The owner is in the process of getting cost estimate to complete the painting, window replacements, and renovations in phases. Currently, the windows on the front façade are plexi-glass in some areas. The main entrance door is also not ADA compliant so both of these issues will be addressed in the included quote from All-Glass in the amount of \$16,265.07. This estimate does not include framing, paint, signage, or awnings. The total cost for the renovation of this façade is estimated at close to \$30,000.

The Valdese Stitchery is a thriving business in downtown Valdese that offers gifts, apparel, custom screen printing and embroidery.



# Historic VALDESE

north carolina

## Main Street Façade Improvement Program Application

This program is financed by the Town of Valdese and administered by the Small Town Main Street Design Committee. Each grant application will be evaluated by the committee for eligibility and merit according to the procedures set forth in the program guidelines. Grant awards are distributed after work on the project is completed, reviewed, and paid project bills submitted.

Applicant's Name: Cheryl Goossens

Mailing Address: (Street or P.O. Box) 1000 Church St

City: Valdese State: NC Zip: 28690

Telephone: Day: 828 443-6270 Evening: \_\_\_\_\_ Email: valdesestitchery@gmail.com

I am the ☒ Business Owner and/or ☒ Property Owner.

Applicant's Signature: Cheryl Goossens Date: 2/27/19

If the applicant is NOT the owner of the property, the section below must be completed and the application must be signed and dated by the owner to verify the owner's approval of the application and proposed work.

Owner's Name: N/A

Mailing Address: (Street or P. O. Box) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: Day: \_\_\_\_\_ Evening: \_\_\_\_\_ Email: \_\_\_\_\_

As Property Owner, I approve of this application which is submitted by my tenant.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Project Description: Framing replacement for windows (front) move front door forward to accomodate 36" ADA compliant door.

Property Address: 112 Main St W. Estimated Project Cost \$: 18,000 (min) Estimated Project Completion Date: \_\_\_\_\_ Grant Request Amount \$: 5,000



**Attachments:**

- Deed to property
- Lease to property, if applicable. If not applicable, initial here: \_\_\_\_\_
- Color photograph of the existing condition of the building or project area.

(Be sure to include enough detail of the proposed work area to enable the Design Committee to evaluate your application.)

- Sketch or other depiction of the proposed work to be done.
- Project plans and specifications (if applicable).
- Company or person to perform work proposed. Attach required bids.

I have attached the items requested above. I understand the requirements of this grant (including eligible and ineligible activities) and the process for review of my application. I understand that the façade improvement grant must be used for the project described in this application and that all work must be completed before any grant proceeds are disbursed. I understand that the grant must be approved prior to commencement of work. I understand that any improvements made through the grant may not be removed for a minimum of five years without the permission of the Design Committee.

Applicant Signature: Cheryl Doossens Date: 2/27/19

Approved as submitted: Sandy Phay  
 1. Planning Department Planning Director Date: 5/6/19

- Approved with modifications or conditions (attached): \_\_\_\_\_
- Rejected (Reasons for rejection attached): \_\_\_\_\_

2. Fire Marshall Charles Watts Date: 5/6/19

- Approved with modifications or conditions (attached): \_\_\_\_\_
- Rejected (Reasons for rejection attached): \_\_\_\_\_

3. Design Committee Carla Bery Date: 4/25/2019

- Approved with modifications or conditions (attached): \_\_\_\_\_
- Rejected (Reasons for rejection attached): \_\_\_\_\_
- Dollar amount approved for Reimbursement \_\_\_\_\_

4. Town Council/Town Manager \_\_\_\_\_ Date: \_\_\_\_\_

- Approved with modifications or conditions (attached): \_\_\_\_\_
- Rejected (Reasons for rejection attached): \_\_\_\_\_
- Dollar amount approved for Reimbursement \_\_\_\_\_

**Payment Info:**      Approved for Reimbursement      Rejected for Reimbursement (see attached)

Community Affairs Director: \_\_\_\_\_ Date: \_\_\_\_\_

Documented Cost of Façade Improvement: \$ \_\_\_\_\_

(All documentation stating that work has been paid for must be attached for reimbursement. No Reimbursement can be given without documentation.)



## Contents

Work Description  
Archival Information  
Facade Renderings

**April 8, 2019**

### North Carolina Main Street

301 North Wilmington St.  
4346 Mail Service Center  
Raleigh, NC 27699-4346  
Phone: 919-814-4658

### Western Regional Office

48 Grove Street  
Asheville, NC 28801  
Phone: 828-747-8218

Design prepared by:

Main Street Fellows  
UNCG Department of  
Interior Architecture  
jrleimen@uncg.edu

**CC-ED**

Center for Community-Engaged Design  
The University of North Carolina at Greensboro • Department of Interior Architecture

# Design Proposal



Existing Front Facade



Without Street Level Awning



With Street Level Awning

Proposed Front Facade

**112 Main St. W.  
Valdese, NC 28690**





Recessed Can Light



Business logo

medium-grit sandpaper. This provides the ideal surface for the primer and paint to adhere to. For more information please refer to this brief: <https://www.nps.gov/tps/how-to-preserve/briefs/27-cast-iron.htm>

- If it is possible to maintain existing aluminum storefront, clean the aluminum storefront by starting with a sponge and soft soap to remove dirt and stains. For a deeper more thorough clean, use an aluminum or metal scrubbing pad with a non-scratching powder. Keep the surface wet and work lightly. For more information refer to this brief: <https://www.nps.gov/tps/how-to-preserve/briefs/11-storefronts.htm>

- Repair recessed entry mosaic floor tile and bulkhead tiling. Replace any damaged or missing tiles in kind. Clean ceramic tiles. Begin by sweeping tile area. Cleaning should always begin with the gentlest means possible, which may be as simple as warm water. All cleaning and stain-removal products should always be tested on a small, inconspicuous area before using. Abrasive cleaners (including powdered cleansers and even "mildly" abrasive creams) and mechanical equipment can damage and wear away the protective surface, as well as the decorative design on the tiles, and should not be used on ceramic tiles. Organic growth, such as mold or mildew, can be eliminated with a dilute solution of household bleach and a neutral household detergent, or a dilute (5-10%) solution of tri-sodium phosphate (TSP). After applying either of these solutions, it may be necessary to scrub the tiles with a natural bristle or nylon brush, and then rinse with clear water. For more information, please refer to this brief: <https://www.nps.gov/tps/how-to-preserve/briefs/40-ceramic-tile-floors.htm>

- Prepare, prime and repaint the brick facade, window sills, recessed area around windows, parapet, and molding on transom surround as shown in the conceptual renderings. Prime with appropriate primer and two top coats. Use semi-gloss for masonry surfaces and high gloss finish for wood and metal surfaces. Use top quality coating materials. Prepare and prime the iron rod gate and decorative upper-story balconies with a rust inhibiting primer. Repaint with an exterior grade enamel based paint and two top coats of a high gloss finish. Follow manufacturer's recommendations for application of coatings, including temperature parameters for paint application. Generally, paint when the sun is not shining directly onto surfaces to be painted.

Paint Colors to be Sherwin Williams or equal quality exterior paint:

- SW 0050 Classic Light Buff:
  - Window Sills, Parapet, Molding on Transom Surround, and recessed ceiling entry
- SW 7613 Aqua-Sphere:
  - Brick Facade and Recessed Area around Windows
- SW 6993 Black of Night:
  - Iron Rod Gate and Decorative Railings

- Install five single fire retardant cloth awnings above the upper story windows as shown in the rendering. If desired, install a single awning above the storefront as illustrated in the rendering. Awnings shall have a 45-degree slope, closed side ends, and an 8" valance. Recommended awning fabric is Beaufort Black/White 6 Bar from Sunbrella, or similar, can be found at <https://www.sunbrella.com/en-us/fabrics/item/42/5704-0000/Beaufort-Black-White-6-Bar>

**112 Main St. W.**  
**Valdese, NC 28690**





## Conceptual Rendering with Street Level Awning

112 Main St., W Valdese, NC



This building is located in downtown Valdese but not in a National Register District.



Building shown with street level awnings and blade sign.  
Date: 1958



Building shown with Street level striped awning.  
Date: Unknown



Building shown with painted brick facade and street level awnings.  
Date: Unknown



Building shown with street level awnings and blade sign.  
Date: Unknown

Photos courtesy of Marissa W. Angi, Director of Community Affairs and Tourism in Valdese

## Archival Information

112 Main St. W. Valdese, NC 28690

**All Glass Company of Hickory**

1125 S Center St.  
 Hickory, NC 28602  
 828-324-8609  
 828-324-8659 (fax)

Date: 5.2.19

**The Stitchery**

112 Main Street  
 Valdese, NC

828-443-6270

Quote #: 50219

Scope of Work:

At The Stitchery business location fabricate and install: 1) Seven various size lower windows, 2) Seven various size transom windows, 3) One 36" door and transom, frame, closer and door sweep. 4) Install various pieces of break metal flashing. 5) Set glass, 1" insulated units, tempered, Low E over clear, 1/4 X 1/4.

**Project Cost:**

Glass, metal, anchors, sealants, and installation labor:

	\$	15,201.00
Tax @ 7%:	\$	1,064.07
<b>Total Project:</b>	<b>\$</b>	<b>16,265.07</b>

**Notes and Customer Responsibilities:**

Customer is responsible for fabricating framing to fit storefront metal.
Customer is responsible for any touch up painting , staining etc..
Customer would need to be prepared to board up windows for 2 weeks waiting out lead time on glass after measuring.
Quote includes (4) sheets of silver appearance break metal for flashing purposes.

**Terms & Conditions:**

35% Deposit required on day the first final measurements are taken and materials are ordered for the first section of work. 45% Required at mi
Project scope changes will increase or decrease the cost of the total project.
This quote valid for 30 days.

**Contacts:**

Christie Hamby, Office Manager 828-324-8609  
 Ted Karre 828-308-4474  
[www.allglasscompany.com](http://www.allglasscompany.com)  
[allglassinc@yahoo.com](mailto:allglassinc@yahoo.com)

