



**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Tuesday, September 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 August 5, 2019
- B. Ordinance for Street Closure – Draughn High School Homecoming Parade on Tuesday, October 1, 2019
- C. Lease Agreement at Old Rock School with P&W Railroad Club
- D. Resolution Adopting FY19-20 Utility Capital Improvements Plan
- E. Set Date and Time for CDBG Public Hearing Date for Jacumin Road Waterline Improvements Project on Monday, September 23, 2019, 6:00 p.m., Valdese Town Hall
- F. Budget Amendment

7. New Business

- A. Introduction of New Assistant Fire Chief
- B. Resolution Amending Animal Control Ordinance
- C. Assistance Policy for CDBG- NR Scattered Site Housing Rehabilitation Program
- D. Presentation of Fiscal Year Ending June 30, 2019 Financial Update
- E. Annual Property Tax Collection Report

8. Manager's Report

- A. Coffee & Conversation with Mayor and Manager, Friday, September 13, 2019, 7:30 a.m.- 9:00 a.m., at Old Rock School
- B. Old Colony Players Productions Murder at Howard Johnson's, September 13-14 and 20-21, 2019. Visit www.oldcolonyplayers.com for location information and to purchase tickets.
- C. Next WNC Rail Committee Meeting is scheduled for Monday, September 16, 2019, 11:30 a.m., in Asheville
- D. Fall Litter Sweep, September 14-28, 2019
- E. Draughn High School Homecoming Parade, Tuesday, October 1, 2019 at 6:30 p.m. (Council meet at Fire Department at 6:00 p.m.)
- F. Next Regular Council meeting scheduled for Monday, October 7, 2019, 6 p.m.

9. Mayor and Council Comments

10. Adjournment

The Town of Valdese holds all public meetings in accessible rooms. Special requests for accommodation should be submitted by individuals with disabilities at least 48 hours before the scheduled meeting time. Contact Town Hall at 828-879-2120 or TDD Phone Line (hearing impaired) 1-800-735-2962.

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: August 30, 2019

Subject: Tuesday, September 3, 2019 Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting Minutes of August 5, 2019

B. Ordinance for Street Closure – Draughn High School Homecoming Parade on Tuesday, October 1, 2019

NC General Statute requires that Council approve an ordinance and submit to the NC Department of Transportation any time a state maintained street is proposed to be closed. Draughn High School has requested Main Street from Hoyle Street to Eldred Street be closed on Tuesday, October 1, 2019 from 6:30 p.m. until 7:30 p.m., for the annual Draughn High School Homecoming Parade.

C. Lease Agreement at Old Rock School with P&W Railroad Club

Enclosed in the agenda packet is an annual lease agreement at Old Rock School with P&W Railroad Club. As per the lease agreement, payment in the amount of \$230 is due monthly. The monthly rate for the prior year was \$210 per month.

D. Resolution Adopting FY19-20 Utility Capital Improvements Plan

Enclosed in the agenda packet is the FY 19-20 Utility Capital Improvements Plan and Resolution Acknowledging and Accepting Updates to the Town of Valdese Water and Sewer Enterprise Fund Capital Improvements Plan. The Capital Improvements Plan-2019 Update identifies \$2,005,000 for the Jacumin Road Water System Replacement Project, which will be funded with only grant funds, if awarded. If the Town does not receive grant funds, the project will be delayed until another fiscal year.

Requested Action: Staff requests that Council adopt the Resolution Acknowledging and Accepting Updates to the Town of Valdese Water and Sewer Enterprise Fund Capital Improvements Plan, as presented.

E. Set Date and Time for CDBG Public Hearing Date for Jacumin Road Waterline Improvements Project on Monday, September 23, 2019, 6:00 p.m., Valdese Town Hall

Staff requests Council set the aforementioned date to hold a required public hearing for the CDBG Grant Application for the Jacumin Road Waterline Improvements Project.

F. Budget Amendment

Enclosed in the agenda packet is a budget amendment prepared by Finance Director Bo Weichel. The amendment will recognize insurance reimbursement for repairs to Engine 3 and allocate funds to appropriate accounts.

7. New Business

A. Introduction of New Assistant Fire Chief

Fire Chief Greg Stafford will introduce Assistant Fire Chief Michael “Truman” Walton.

B. Resolution Amending Animal Control Ordinance

Enclosed in the agenda packet is a memo from Public Works Director Bryan Duckworth and a resolution amending Chapter 2 Part 8 of the Animal Control Ordinance. The amendment will ensure the ordinance is consistent with Burke County’s ordinance and will better define the term “structure.” Mr. Duckworth will be at the meeting to discuss the amendment.

Requested Action: Staff requests that Council approve the Resolution Adopting Amendment to Section 8-2043 of the Valdese Code of Ordinance.

C. Assistance Policy for CDBG- NR Scattered Site Housing Rehabilitation Program

Enclosed in the agenda packet is a memo from Planning Director Larry Johnson and Lisa Helton of WPCOG, and the Town of Valdese Assistance Policy. The Town was recently awarded grant funding from the North Carolina Department of Commerce for the Neighborhood Revitalization Scattered Site Housing Rehabilitation Program. Council adoption of the Assistance Policy is required through this program. Staff will be present at the meeting to discuss the policy and answer questions.

Requested Action: Staff requests that Council approve the required Town of Valdese Assistance Policy for the 2018 CDBG-NR-NR Scattered Site Housing Rehabilitation Program, as presented.

D. Presentation of Fiscal Year Ending June 30, 2019 Financial Update

Finance Director Bo Weichel will provide a presentation on fund balance terminology and the Town’s fund balance history. Phil Church and Rick Hammer of Lowdermilk Church, & Co. will be at the meeting to provide an update on the Town’s finances for the fiscal year ending June 30, 2019; the official audit will be presented later in the year.

E. Annual Property Tax Collection Report

Enclosed in the agenda packet is a memo and report from Tax Collector Kimberly Cline concerning property tax collection for the previous fiscal year. Ms. Cline will be at the meeting to present this report to Council.

READING MATERIAL

LITTER SWEEP

NORTH CAROLINA

SEPT. 14-28, 2019

Volunteer Locally

**North Carolina Department of
Transportation Biannual Cleanup Drive**
*Forms, posters and telephone listings
are available on our website.*

ncdot.gov/littersweep

Share your clean-up images at:
#LitterSweepNC



ADOPT-A-HIGHWAY
*Learn how you can help keep
North Carolina beautiful.*
apps.ncdot.gov/LM



SWAT-A-LITTERBUG
Littering is illegal and a fineable offense upon conviction.
G.S. 14-199. Let us know when a person is littering by
contacting Litter Management through the Online Swat-A-
Litterbug process or by calling the NC State Highway Patrol
at *HP or NCDOT Customer Service at **877-DOT-4YOU**
(877-368-4968). Find out more at ncdot.gov/litterbug.

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
AUGUST 5, 2019**

The Town of Valdese Town Council met on Monday, August 5, 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:

TROOP 192 EAGLE SCOUT PROJECT-BEN TEFFETELLER, 308 HILL STREET SE, VALDESE: Mr. Teffeteller informed Council that he is completing his Eagle Scout project on Main Street. Mr. Teffeteller shared that he would like to clean out the flag pole holes in the sidewalk, and create a permanent solution to keep them clean, to assist the Boy Scouts with placing 80 American flags throughout downtown each year. Mr. Teffeteller shared that he will also fix damaged flags and flag poles as part of this project and has secured funding through a private donor.

WILDERNESS GATEWAY STATE TRAIL-BETH HEILE, 5291 MINERAL SPRINGS MOUNTAIN AVE, VALDESE: Ms. Heile provided an update on the Wilderness Gateway State Trail which will connect South Mountains to Valdese Lakeside Park, and other state parks. Ms. Heile shared that, on June 3, 2019, the Wilderness Gateway State Trail was signed into law. Ms. Heile expressed her appreciation for Representative Hugh Blackwell and Mayor Black for their efforts to assist with making this trail happen.

ARTIMUS PYLE MEET AND GREET-TERESA CARSWELL, 812 MAIN STREET W, VALDESE: Ms. Carswell shared that she is speaking on behalf of Myra's. Myra's held a meet and greet with Artimus Pyle over the weekend, and with assistance from the Town, had a very successful event. Ms. Carswell shared that a last minute request was submitted to staff on Thursday before the event, and everyone was helpful and provided assistance to accommodate their request. Ms. Carswell finished by stating how appreciative she and Myra's are for everything the Town did to help.

ANIMAL CONTROL ORDINANCE-RICHARD MOORE, 1040 ORCHARD STREET, VALDESE: Mr. Moore informed Council that he has been an advocate for dogs in the town and expressed frustration with the amount of time that has passed since an issue was first brought to the attention of Town staff. Mr. Moore requested additional language and regulations in the Town's animal control ordinance to require dog owners to provide housing that is adequate and appropriate for the dog's size and breed.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING AND CLOSED SESSION MINUTES OF JUNE 24, 2019

APPROVED BURKE THEATER GUILD, INC. REQUEST TO SELL ALCOHOL AT OLD ROCK SCHOOL: Request from Burke Theater Guild, Inc. to sell beer and wine at the Marty Burns Experience on Saturday, September 14, 2019 at the Old Rock School.

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: None.

INTRODUCTION OF FIRE CHIEF AND NEW EMPLOYEE: Town Manager Seth Eckard announced the promotion of Fire Chief Greg Stafford. Fire Chief Greg Stafford introduced Fire Engineer Reed Bowman.

WPCOG CODE ENFORCEMENT UPDATE: Code Enforcement Officer Billy Rickles informed Council that a majority of the code issues he has enforced are related to abandoned vehicles, junk, and tall grass. Through the enforcement process, Mr. Rickles provides a timeline to property owners with violations and provides guidance on how to address each issue. Mr. Rickles provided Council with an updated report of code enforcement cases and encouraged Council to review the list and call him with any questions about any property that is on the list. Mr. Rickles introduced Code Enforcement Officer Brad Moody; Mr. Moody will be assisting with code enforcement efforts.

Councilwoman Hildebran expressed concerns with the website and form to submit a complaint. Mr. Rickles informed Ms. Hildebran that the issue occurred due to staffing changes and technology issues. Ms. Hildebran shared that many citizens are unable to, or do not feel comfortable, filing a complaint through the website and asked what the best way would be to get the information to the appropriate individuals. Mr. Rickles shared that Ms. Hildebran and citizens can send an email to him or call him directly if they prefer. Ms. Hildebran shared that she was confused about the process as she thought WPCOG would survey the entire town to identify areas that needed to be addressed and after that, enforcement would be on a complaint basis. Mr. Rickles shared that because the Town selected reactive enforcement instead of proactive, he is not authorized to identify and enforce issues if the issue is not identified in North Carolina General Statutes. Mr. Rickles shared that he is available to hold additional public meetings to educate citizens on the services he provides.

Councilman Ogle explained that he understands the process takes time and enforcement issues cannot be corrected overnight. Mr. Ogle shared that numerous properties requiring enforcement have been identified and need to be addressed. Mr. Ogle requested permission to drive through town with Mr. Rickles to make him aware of the nuisances.

RESOLUTION APPROVING FINANCING TERMS FOR POLICE CARS: Finance Director Bo Weichel informed Council that funds for the purchase of police vehicles were identified in the FY 19-20 Budget. Mr. Weichel shared that BB&T was the only bank that submitted a proposal for the financing of three patrol vehicles. Mr. Weichel informed Council that borrowing will not exceed \$85,000 and will be financed over a term of 60-months with an annual interest rate of 2.83%.

Councilman Ogle asked if the purchase of three patrol cars was identified in the budget. Finance Director Bo Weichel said the funds were identified under "Debt Service-Cars." Town Manager Seth Eckard shared that two cars were budgeted but due to purchasing the cars at a cheaper price and receiving a lower than expected interest rate, the Town has an opportunity to purchase three vehicles, instead of only two. This will change the purchasing cycle from buying two cars, every two years to buying three cars, every three years.

Mr. Weichel presented the following resolution:

Resolution Approving Financing Terms

WHEREAS: The TOWN OF VALDESE, NC ("City") has previously determined to undertake a project for the financing of police vehicles, and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated July 1, 2019. The amount financed shall not exceed \$85,000 the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.83%, and the financing term shall not exceed five (5) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers.

The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 5th day of August, 2019

By: /s/ Mayor

By: /s/ Town Clerk

Councilman Sweezy made a motion to approve the aforementioned resolution, seconded by Councilwoman Stevenson. The motion passed, with voting as follows: Ayes-Hildebran, Stevenson, Thompson, and Sweezy; Nays-Ogle.

POLICE DEPARTMENT REQUEST TO PURCHASE TASERS: Police Chief Jack Moss informed Council that tasers have been needed at the Police Department for many years, but have not been included in the departmental Capital Improvements Plan due to higher priority items. Mr. Moss shared that the new financing terms and purchasing cycle for police vehicles, and adjustment of department supplies, has identified additional funds in the department's budget. Mr. Moss informed Council that Axon Enterprise, Inc. has provided a contract for the purchase of ten tasers at a cost of \$13,310, to be financed over five years, with zero percent interest.

After discussion, Councilwoman Stevenson made a motion to approve the contract with Axon Enterprise, Inc., in the amount of \$13,310 for the purchase of ten tasers, seconded by Councilman Sweezy. The motion passed, with voting as follows: Ayes-Hildebran, Stevenson, Thompson, and Sweezy; Nays-Ogle.

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

Valdese Town Council Meeting Monday, August 05, 2019

Budget Amendment # 1

Subject: To roll Abatement revenues from FY 18-19 into the new budget year, increasing the available funds for abatement purposes.

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

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

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	Fund Balance Appropriated		195
	Total	\$0	\$195

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4900.451	Abatements	195	
	Total	\$195	\$0

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

Valdese Town Council Meeting

Monday, August 05, 2019

Budget Amendment # 2

Subject: Installment loan from BB&T for patrol vehicles

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

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

Account	Description	Decrease/ Debit	Increase/ Credit
10.3995.001	Proceeds from Financing		85,000
	Total	\$0	\$85,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5100.740	Capital Outlay	85,000	
	Total	\$85,000	\$0

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

Valdese Town Council Meeting

Monday, August 05, 2019

Budget Amendment #

4

Subject:

Old Rock School painting of Auditorium
(approved in FY 19-20 general fund CIP)

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3970.302	From Old Debt Service		40,000
Total		\$0	\$40,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6250.150	Maint & Repair Buildings	40,000	
Total		\$40,000	\$0

Section II:

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

Valdese Town Council Meeting

Monday, August 05, 2019

Budget Amendment #

5

Subject:

Recreation - Pool Resurfacing
(approved in FY 19-20 general fund CIP)

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3970.302	From Old Debt Service		73,200
Total		\$0	\$73,200

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.150	Maint & Repair Buildings	73,200	
Total		\$73,200	\$0

Section II:

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

Valdese Town Council Meeting

Monday, August 05, 2019

Budget Amendment #

6

Subject:

Recreation - Pool Decking Repair
(approved in FY 19-20 general fund CIP)

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3970.302	From Old Debt Service		4,235
Total		\$0	\$4,235

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.150	Maint & Repair Buildings	4,235	
Total		\$4,235	\$0

Section II:

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

Councilman Ogle made a motion to approve Budget Amendment #1, seconded by Councilwoman Stevenson. The vote was unanimous.

Councilman Sweezy made a motion to approve Budget Amendment #2, 4, 5, 6, seconded by Councilwoman Stevenson. The vote was unanimous.

RESOLUTION ACCEPTING FUNDS FOR WATER PLANT UPGRADES-MCC REPLACEMENT PROJECT: Water Resources Director Greg Padgett informed Council that this project has been identified in the CIP, with funding being secured through a grant and loan.

**TOWN OF VALDESE
WATER TREATMENT PLANT UPGRADES
MCC RAW AND FINISHED WATER (H-SRP-D-17-0151)
RESOLUTION ACCEPTING FUNDS**

WHEREAS,

the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$210,692, and a State Reserve Loan in the amount of \$632,078 for the replacement of the existing motor control centers (MCC) at the Raw Water and Finished Water pumping stations, including replacement of motor feeders and related appurtenances, and reconfiguration of electric conduits and junction boxes to protect against flooding

WHEREAS, the Town of Valdese intends to construct said project in accordance with the approved plans and specifications,

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

That the Town of Valdese does hereby accept the State Reserve Grant offer of \$210,692 and accepts the State Reserve Loan offer of \$632,078.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant and loan offer, Section II - Assurances will be adhered to.

That Mr. Seth Eckard, Valdese Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted the 5th day of August, 2019.

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

/s/ Frances Hildebran, Town Clerk

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

RESOLUTION ACCEPTING FUNDS FOR WATER TREATMENT PLANT DISINFECTION CONVERSION PROJECT: Water Resources Director Greg Padgett informed Council that this project has been identified in the CIP, with funding being secured through a grant and loan.

**TOWN OF VALDESE
WATER TREATMENT PLANT DISINFECTION CONVERSION PROJECT
DWI PROJECT NO.: H-SRP-D-18-0163
RESOLUTION ACCEPTING FUNDS**

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$164,575, and a State Reserve Loan in the amount of \$493,725 for the removal of existing gaseous chlorine disinfection equipment and replacement with sodium hypochlorite ('bleach') disinfection equipment including: a chemical storage building with overhead door, a fill station, bulk storage tanks and day tanks with appropriate secondary containment, transfer and

metered-dose chemical feed pumps and related HVAC, instrumentation and control equipment.

WHEREAS, the Town of Valdese intends to construct said project in accordance with the approved plans and specifications,

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

That the Town of Valdese does hereby accept the State Reserve Grant offer of \$164,575 and accepts the State Reserve Loan offer of \$493,725.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant and loan offer, Section II - Assurances will be adhered to.

That Mr. Seth Eckard, Valdese Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted the 5th day of August, 2019.

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

/s/ Frances Hildebran, Town Clerk

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

AIA STATE FUNDING RESOLUTION – WATER DISTRIBUTION SYSTEM ASSESSMENT PROJECT:

RESOLUTION BY TOWN OF VALDESE

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of (state whether a wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, drinking water treatment works, and/or drinking water distribution system or other “green” project), and

WHEREAS, The Town of Valdese has need for and intends to conduct an Asset Inventory Assessment of the Town’s Drinking Water Distribution System project described as to develop asset inventories, condition assessment of critical assets, and other components of a comprehensive asset management program for water, and

WHEREAS, The Town of Valdese intends to request state AIA grant funding assistance for the project,

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

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

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

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

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

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

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

Adopted this the 5th day of August, 2019 at Valdese Town Hall, 102 Massel Avenue SW, Valdese, North Carolina.

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

Councilwoman Stevenson made a motion to approve the aforementioned resolution, seconded by Councilwoman Hildebran. The vote was unanimous.

AWARD OF BID FOR 2018 WATER SYSTEM IMPROVEMENTS PROJECT (WIF-1933): Water Resources Director Greg Padgett presented a bid tabulation prepared by West Consultants for the 2018 Water System Improvements Project (WIF-1933). The lowest bidder was Classic City Mechanical, Inc., in the amount of \$731,481.00. (Other bids: Piedmont Utility Group, Inc.-\$782,240.88; Apple Tuck & Associates, Inc.-\$814,435.00; Fuller & Co. Construction, LLC-\$817,976.77; Iron Mountain Construction-\$1,135,853.50)

Councilman Sweezy made a motion to award the bid for the 2018 Water System Improvements Project (WIF-1933) to Classic City Mechanical, Inc. in the amount of \$731,481.00, seconded by Councilwoman Stevenson. The vote was unanimous.

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

The 44th Annual Waldensian Festival and Footrace is scheduled for August 9 & 10, 2019.

The Family Friday Nights Summer Concert Series Finale is scheduled for Friday, August 30, 2019 at 7:00 p.m.

Town offices will be closed on Monday, September 2, 2019 in Observance of Labor Day.

MAYOR AND COUNCIL COMMENTS: Councilwoman Hildebran expressed her appreciation for Fire Chief Greg Stafford's assistance with an issue she recently experienced and for the service the Fire Department continues to provide to citizens.

Councilman Sweezy shared that he expressed his concerns to Burke County Public Library Director Jim Wilson, regarding the budget reduction being applied only to the Valdese Library. Mr. Wilson informed Mr. Sweezy that Valdese would see a reduction in the budget totaling \$5,000; instead of the previously discussed \$10,000 reduction.

ADJOURNMENT: At 7:12 p.m., there being no further business to come before Council, Councilwoman Stevenson made a motion to adjourn, seconded by Councilman Sweezy. The vote was unanimous.

The next regular Council meeting scheduled for Tuesday, September 3, 2019, 6 p.m., due to Labor Day Holiday.

Town Clerk

Mayor

ck



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

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ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENT

WHEREAS, for many years the Town of Valdeese has sponsored the Draughn High School Homecoming parade; and

WHEREAS, the Town of Valdeese desires to schedule the Draughn High School Parade on Tuesday, October 1, 2019; and

WHEREAS, part of US 70/Main Street in Valdeese will need to be closed for the parade; 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 Valdeese pursuant to G.S. 20-169 that the following portion of the State Highway System be closed during the times set forth below:

DRAUGHN HIGH SCHOOL HOMECOMING PARADE

DATE: October 1, 2019

TIME: 6:30 pm – 7:30 pm

ROUTE DESCRIPTION: (US-70) Main St from Hoyle St to Eldred St

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

This ordinance shall take effect upon adoption.

THIS, the 3rd day of September, 2019.

JOHN F. BLACK, JR., MAYOR

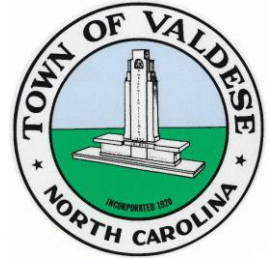
TOWN CLERK

(TOWN SEAL)



State of North Carolina – County of Burke

Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this **First** day of **October 2019**, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **P&W Railroad Club** 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) **23, 26, 30, 27, 28, & Workshop** 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 **October 2019** and extending to the **30th** day of **September 2020**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$230.00**. 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.

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1.06 **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 a **Railroad Museum** 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** ^{16 of 49} **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

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(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 ^{18 of 49} **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_____

P&W RR Museum Representative

Lessee

X_____

Witness (Attest)

X_____

Witness

**A RESOLUTION ACKNOWLEDGING AND ACCEPTING UPDATES TO THE
TOWN OF VALDESE WATER AND SEWER ENTERPRISE FUND
CAPITAL IMPROVEMENTS PLAN**

WHEREAS, the Town of Valdese recognizes the need to plan for the future in all aspects related to delivering quality and efficient public services to the citizens of Valdese; and,

WHEREAS, there is a need to continue efficiently managing Town assets, to reduce cost, protect property and operate in a more proactive fashion; and,

WHEREAS, a Capital Improvements Plan for the Town's water and sewer enterprise fund aids in planning the cost of doing business, improve the level of service, protect the local environment, ensure continued viability of the Town's enterprise fund, and,

WHEREAS, the Town of Valdese is ready to implement an updated Capital Improvements Plan; and,

WHEREAS, the matter has been reviewed by Town Council, Town Manager, and other Town staff.

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

The Town Council acknowledges, accepts, and approves the document entitled Capital Improvements Plan, 2019 Update, Town of Valdese.

The Town Manager of the Town of Valdese is hereby directed to cause Town staff to follow the items found in the Capital Improvements Plan as reasonably as possible for the operation and maintenance of the Town of Valdese Water and Sewer Systems.

Adopted and approved this the _____ day of _____ 2019.

John F. Black, Jr., Mayor

ATTEST:

Frances Hildebran, Town Clerk

Table 1

Town of Valdese Water and Sewer Utility Fund
Capital Improvements Plan - 2019 Update

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				
34	Jacumin Road Water System Replacement Project	2,005,000					2,005,000							
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	15,441,174	2,679,024	1,452,000	200,200	3,533,950	2,696,100	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 - 2019 Update

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 Grant	1,000,000	1,000,000											
15	Clearwell 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	Clearwell 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 - 2019 Update

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	24,216,994	4,881,624	3,530,770	1,092,100	3,874,250	3,019,900	1,824,700	680,200	736,650	1,490,700	2,296,000	1,190,100	26,268,000

Budget Amendment #

7

Memo

To recognize insurance reimbursement for repairs to Engine 3. This unit sustained damage after a structure fire call when a Fire Engineer pulled into the bays with a compartment door open, hitting the building. The door broke away from the truck, as the hinges are designed to do, but the door was damaged along with damage to the body and other compartment doors. There was insignificant damage to the building. Staff is looking into ways to make the middle compartment doors on both engines more noticeable in the mirror when open.

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
10.3970.931	Insurance Refund		7,366
Total		\$0	\$7,366

Amounts appropriated for expenditure are hereby amended as follows:

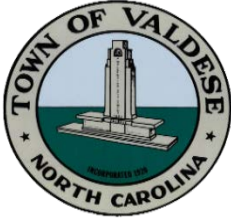
Account Description		Increase/ Debit	Decrease/ Credit
10.5300.170	Maintenace & Repair Auto	7,366	
Total		\$7,366	\$0

Section II:

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

Town of Valdese Personnel Report

<u>Employee Name</u>	<u>Position</u>	<u>Department</u>	<u>Date of Event</u>
<i>Promotions</i>			
Michael "Truman" Walton	Assistant Fire Chief	Fire Department	8/17/2019
<i>New Hires</i>			
<i>Transfers</i>			



Town of Valdese

Agenda Packet

Communication Notes

Submitted by: Bryan Duckworth

Department: Public Works

Contact Number: 828-879-2128

Date Submitted: August 22, 2019

Email: bduckworth@valdesenc.gov

Date of Council Meeting to consider item: September 3, 2019

Council Action Requested: Amendment of Chap 2 Part 8 – Animal Control Ordinance

Funding – N/A

Special Information:

Staff is presenting the proposed text amendment to Chap 2 Part 8 of the Animal Control Ordinance. This revision better defines the term “structure”. Revision is sought to be more consistent with County ordinances. Consistency is vital as County offices provide mutual aid to Valdese animal control officers. Attached is a resolution as well as a copy of the current ordinance language.

Current

Sec. 8-2043. - Pens and pastures.

Pens, pastures, barns, dog houses, coops and other enclosures for the confinement or keeping of an animal (collectively "structure") shall be adequate for the purpose intended, including the humane treatment of the animal confined. At a minimum, all fences, gates and shelters shall be adequately maintained and of sufficient height and size to secure the animal and protect the animal from weather and constructed and maintained in a manner so as to prevent the escape of the animal.

Structures for the confinement of an animal shall generally be located in a manner so that such structures do not become a nuisance to adjacent property owners because of odor, smell, noise or other similar factors or otherwise interfere with the right of the occupants of adjacent property to the full enjoyment of their property. In enforcing the provisions of this section or any other provision relating to the type of structure or its location, the animal control officer shall provide the owner with a reasonable period of time not to exceed three (3) months in which to bring the pen, pasture or other enclosure into compliance.

*** Resolution next Page***

RESOLUTION ADOPTING AMENDMENT TO SECTION 8-2043
OF THE VALDESE CODE OF ORDINANCES

WHEREAS, Section 8-2043 of the Code of Ordinances sets forth certain requirements for enclosures used for the confinement or keeping of animals; and

WHEREAS, the town council desires to amend this section to make these requirements similar to the requirements set forth in the Burke County Animal Control Ordinance;

IT IS THEREFORE RESOLVED that Section 8-2043 of the Code of Ordinances is amended to read as follows:

“Section 8-2043 Adequacy and Location of Shelter.

Adequate Shelter: The shelter in which a nonaquatic animal is confined shall be constructed so that it keeps the animal dry and, within reasonable efforts, keeps the animal out of the direct path of winds, out of the direct sun, and at a temperature level that is reasonable for the current weather. For dogs, cats and other small animals, the shelter shall be a windproof and moisture-proof structure of suitable size to accommodate the animal and allow adequate retention of body heat. The shelter shall be completely enclosed by walls, a roof and a solid floor, and the shelter shall have an opening entrance large enough to allow access to the animal that is placed in such a way as to keep the animal out of the direct path of winds. Metal barrels do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. Shelters shall have adequate drainage and shall be free of accumulated waste, feces, trash, debris and any other elements that the Animal Control Officer deems to be unsafe to the health and well-being of the animal.

Location: Structures for the confinement of an animal shall generally be located in a manner so that such structures do not become a nuisance to adjacent property owners because of odor, smell, noise or other factors that interfere with the right of the occupants of adjacent property to the full enjoyment of their property.”

This resolution shall become effective upon adoption.

ADOPTED THIS, THE 3rd DAY OF SEPTEMBER, 2019.

JOHN F. BLACK, JR., Mayor

ATTEST:

Town Clerk

(corporate seal)



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

Memorandum

To: John Black, Mayor
Town Council Members

From: Larry Johnson, Planning Director
Lisa Helton, WPCOG

Date: August 21, 2019

Subject: NC Department of Commerce
Rural Economic Development Division
CDBG- NR Scattered Site Housing Rehabilitation Program

The Town of Valdese has received funding from the NC Department of Commerce Rural Economic Development Division to rehabilitate twelve (12) homes scattered throughout Valdese. The following item is a requirement for the project.

Assistance Policy for the CDBG-NR Scattered Site Housing Rehabilitation Program

The Assistance Policy is a synopsis of the CBDG Scattered Site Housing Rehabilitation Program. Included in the policy is award information, project design information, eligibility requirements, terms of assistance and the administration process. Staff respectfully requests Town Council's approval of this required document related to the CDBG Scattered- Site Neighborhood Housing Rehabilitation Program.

If you have comments or questions, please contact the Planning Department.

Town of Valdese Assistance Policy

2018 CDBG-NR-NR Scattered Site Housing Rehabilitation Program

What is the Community Development Block Grant (CDBG-NR-NR) Scattered Site Housing Rehabilitation Program?

Town of Valdese has been awarded \$350,600 by the North Carolina Department of Commerce, under the 2018 cycle of the Neighborhood Revitalization CDBG-NR-NR Scattered Site Housing Rehabilitation Program, hereinafter referred to as “Program”. This program provides funds to assist with the rehabilitation of deteriorated homes which are owned and occupied by low- and moderate income households. Town of Valdese plans to apply the funds toward the rehabilitation of twelve (12) houses and within the town limits. These houses have been selected. Priority was given to households whose members are elderly, disabled or handicapped, or incomes below 50% of area median income, and a maximum of 80% area median income and homes that can be rehabilitated for less than \$40,000 or \$38 a square foot. The Program is scheduled to last 30 months from the time of funding award to completion.

This Assistance Policy describes who is eligible to apply for assistance under the CDBG-NR-NR program, how applications for assistance will be rated and ranked, what the terms of assistance are and how the rehabilitation process will be managed. Town of Valdese has tried to design this CDBG-NR project to be fair, open, and consistent with Town of Valdese's approved application for funding and with DCA's CDBG-NR Program Guidelines. A Selection Committee has been established which consists of local government officials, Town of Valdese Staff, and the Program Administrator and the Rehabilitation Specialist/Inspector. This Committee will meet as needed during the life of the project determine and select eligible applicants based on the methodology described in this document. This committee helped select the twelve (12) houses that are to be rehabilitated and any other houses chosen at a later date.

Who is eligible to apply?

- Applicants must reside within Town of Valdese.
- Household income must be at or below 80% of area median income.
- Applicants for CDBG-NR rehabilitation assistance must prove that they own and occupy the property to be rehabilitated as their primary residence.
- Applicants must not have any overdue loans or loans in default. If there is an existing lien, it will be determined whether or not the CDBG-NR loan in conjunction with the existing loan(s) will create a situation that causes the loans to equal or exceed the value of the unit.
- Local Municipal and County taxes must be current.
- Homes selected for rehabilitation must be capable of being brought up to standards with the limited funding available.

2019 Income Limits for Town of Valdese's CDBG-NR Scattered-Site Housing Rehabilitation Initiative Program

Number in Household	30% of Median Low Income	80% of Median (Moderate Income)
1	\$12,490	\$30,950
2	\$16,910	\$35,350
3	\$21,330	\$39,750
4	\$25,750	\$44,150
5	\$29,850	\$47,700
6	\$32,050	\$51,250
7	\$34,250	\$54,750
8	\$36,450	\$58,300

What types of houses are eligible?

Properties are eligible only if they meet all of the following requirements:

- The property must be an owner-occupied, single-family house in Town of Valdese.
- The property must require at least \$1,500 worth of non-weatherization improvements in order to meet CDBG-NR program standards.
- The property must be free of environmental hazards and other nuisances as defined by the Town of Valdese Code, or any such hazards or nuisances must be corrected as part of the rehabilitation of the unit. Town of Valdese's Rehabilitation Specialist will determine whether there are environmental hazards/nuisances present on the site and if they can be removed through rehabilitation.
- The property must not currently meet the minimum housing and rehabilitation standards of the Town of Valdese Code and/or the HUD Housing Quality Standards (HQS).
- The property must be economically feasible to rehabilitate. This means that it must be possible to bring the unit into compliance with all Program rehabilitation standards at a cost not exceeding the program limits or \$40,000 or \$38 per square foot of floor space, **unless** this unit requires lead based paint abatement activities. In certain circumstances, homes may be eligible for "Substantial Rehabilitation" or "Clearance and Re-location". These types of treatments would allow expenditures in excess of the \$40,000 or \$38.00 per square foot limits.
- Properties cannot be located in the right-of-way of any impending or planned public improvements. Town of Valdese's Rehabilitation Specialist will assist in making this determination.
- The property cannot be located on a site that is endangered by mudslides, landslides or other natural or environmental hazards. The Rehabilitation Specialist will work with the homeowner to make this determination, if needed.
- The property may not be located in a flood hazard area. *(Town of Valdese will verify whether the home is in the flood plain.)*
- The property cannot have been repaired or rehabilitated in the past with CDBG-NR funds.

The definitions of special needs populations under the Program are:

- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Elderly:* A person who is age 62 or older.
- *Frail/Elderly:* A person who possesses impairments to daily living, such as walking, toileting, bathing, eating and moving from bed to chair without assistance.
- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Substandard Housing Conditions:* Homes which display severely substandard conditions, determined by a preliminary cost estimate performed by the Rehabilitation Specialist, will be awarded points based on the following system:

Recipients of assistance under the CDBG-NR program will be chosen by the above criteria without regard to race, creed, sex, color or national origin.

What are the terms of assistance under the Program?

Town of Valdese will provide assistance to the homeowners whose homes are selected for rehabilitation, with funds provided from DCA. Town of Valdese will determine the scope of work needed to meet CDBG-NR program standards, prepare a work write-up and bid documents, conduct a lead base paint inspection by a certified inspector, solicit competitive bids from approved contractors, provide contract documents, conduct a preconstruction conference, inspect work in progress, and disburse funds to the contractor.

To pay for the rehabilitation work, Town of Valdese will provide Program funds in the form of an interest-free, deferred-payment loan to the homeowner. As long as the borrower lives in the home, no payments on the loan will be required. Furthermore, no payment will be required as long as the house continues to be both owned and occupied by a household whose income is less than 50% of the median income. If the property is sold or the recipient owner no longer occupies the home the deferred forgivable loan will become payable.

The deferred-payment loan has a "term" of 5 to 8 years depending on the amount of assistance provided (see Recapture Provisions below), which means that payment may be due at any time during the life of the loan if the property is transferred to a non-income-eligible recipient. (See specific terms in the Deferred Loan Agreement and Deed of Trust).

CDBG-NR Assistance

Less than \$12,000
\$12,001-16,000
\$16,001-20,000
\$20,001 or more

Recapture Terms

5 Years
6 Years
7 Years
8 Years

What kinds of work will be done?

Each house selected for assistance will be rehabilitated to meet all Program rehabilitation standards. That means every house must, upon completion of the rehabilitation:

- Meet the US Department of Housing and Urban Development ("HUD") Section 8 Housing Quality Standards and the County of Caldwell's Minimum Housing Code. (These are so-called "habitability standards" which set minimum standards for decent, safe and sanitary living conditions.)
- Meet or exceed N.C. Small Cities CDBG-NR Housing Rehabilitation Standards.
- Retain no "imminent threats" to the house's "structural integrity". (This means that the homeowner has performed reasonable maintenance over the years to their house then the house should be capable of lasting at least 30 or 40 more years after rehabilitation. One good example of an imminent threat to structural integrity is a crawlspace that is too damp. In time it might promote damage to your framing through termites or fungi.)
- Housing units of potential historical significance may be required to meet the Secretary of the Interior's standards for historic preservation.

In addition to the above items that must be done to satisfy Program requirements, the scope of work may also include certain items meant to enhance or protect neighborhood and unit property values, and/or home modifications designed to enable frail or disabled household members to function more independently. Generally, Town of Valdese will specify that rehabilitation tasks be accomplished in the least expensive method that is deemed adequate to meet program standards. The CDBG-NR assistance cannot be used for luxury or non-essential work.

Contractors performing work funded under the Program are responsible for meeting all local requirements for permits and inspections. All work done under the program must be performed to NC State Building Code Volume VII standards. (This does not mean, however, that the whole house must be brought up to Building Code Standards.)

What about lead-based paint? All units constructed prior to 1978 will have a risk assessment and lead based paint inspection by a certified risk assessor. All units will be cleared by a certified inspector or risk assessor who will be a third party entity. Town of Valdese will use contractors trained in Safe Work Practices. If Town of Valdese undertakes temporary relocation, then it will develop, adopt and follow an Optional Temporary Relocation Policy. If lead based paint is identified in a unit being rehabilitated, the lead based paint will be abated. The Housing Inspector will decide the best procedure for lead-based paint abatement based on the risk assessor's report. Cost for the abatement will be charged to the rehabilitation unit. If homeowners and occupants must be relocated, then they will be moved to a lead safe environment.

A copy of the new DHUD Lead Based Paint regulations (found in the Federal Register at 24CFR Part 35 and N.C. General Statute 130A-453.01-453.11) is available for review upon request at reasonable times, at the Town of Valdese Community Development Office.

Who will do the work on the homes? Town of Valdese is obligated under the Program to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, Town of Valdese will invite bids only from contractors who are part of an Approved Contractors Roster.

To be on the roster, contractors must (1) fill out an application form, listing several references and recent jobs completed, (including any past rehabilitation experience with state or federally funded housing programs such as, but not limited to CDBG-NR, SFR, URP or HELP), and (2) receive the "conditional approval" of Town of Valdese. All approved contractors must have Liability insurance of at least \$300,000 personal injury and \$100,000 property damage. In addition, Workman's Compensation may be required depending on the number of employees. Once a contractor who has been conditionally approved has successfully completed one job for Town of Valdese, his or her status is upgraded to "regular approval", meaning that they will be allowed to bid on a regular rotation as long as they remain in good standing. (Homeowners who know of quality rehabilitation contractors that are not on Town of Valdese's Approved Contractors Roster are welcome to invite them to apply.)

Contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" means the contractor (1) is deemed able to complete the work in a timely fashion, and (2) that the bid is within 10% (in either direction) of Town of Valdese's cost estimate.

What are the steps in the process, from application to completion? Now that a homeowner has the information about how to qualify for the Town of Valdese 2018 CDBG-NR Scattered Site Housing Rehabilitation Program, what work can be done, and who will do it, here are all the major steps in the process:

1. **Completing an Application form:** Apply by contacting Lisa Helton at 828-322-9191 ext. 281 . Proof of ownership and income will be required. Those who have applied for housing assistance from Town of Valdese in the past will not automatically be reconsidered. A new application will need to be submitted. Applications will be accepted until a pre-determined date.
2. **Preliminary inspection:** Town of Valdese's Rehabilitation Specialist will visit the homes of potential recipients to determine the need and feasibility of the home for rehabilitation.
3. **Screening of applicants:** Applications will be rated and ranked by Town of Valdese based on need factors and the feasibility of the house for rehabilitation. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the twelve (12) most qualified applicants will be chosen. There will be a list of alternates. At this time the twelve (12) applicants will be taken to the Selection Housing Committee for approval.
4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, lead hazards, program rehabilitation standards and the contracting procedures associated with their project at this informational interview. Before proceeding with the rehabilitation of their home, the applicant will be given five (5) days in which to decide whether to accept the loan and participate

in the CDBG-NR program or not. Applicants will be encouraged to consult with family members and legal professionals in order to determine the best course of action for them.

5. **Work write-up:** Town of Valdese's Rehabilitation Specialist Joel Herman will visit the home again for a more thorough inspection. This inspection may include a sophisticated "blower door" test to diagnose energy loss and combustion appliance safety. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up". Mr. Herman will prepare a final cost estimate which will be held in confidence until bidding is completed).
6. **Bidding:** The work write-up and bid documents will be mailed to contractors on the Approved Contractors Registry. They will be given two to three weeks in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to all parts of the house in order to prepare a bid. A bid opening will be conducted at Town of Valdese Administrative Offices or the Western Piedmont Council of Governments at a specified date and time, with all bidders and the homeowner invited to attend.
8. **Contractor selection:** Within 48 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of Town of Valdese's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection. Contractors must submit proof of liability insurance.
9. **Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old cabinets, etc.). A contract will be signed between the contractor and the homeowner, with Town of Valdese signing as an interested third party. Within 24 hours of the pre-construction conference, Town of Valdese will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date. A Deferred Loan Agreement and Deed of Trust will be executed and will bind all parties and make the project official. A Notice of the Right to Cancel and a Truth-in-Lending State will accompany every Deed of Trust and be provided to each owner at this time. The Deed of Trust will be recorded with the Town of Valdese Register of Deeds prior to commencing rehabilitation.
10. **Construction:** The contractor will be responsible for obtaining a building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Town of Valdese Building Inspectors will inspect new work for compliance with the State Building Code, as with any other job. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
11. **Change Orders:** All changes to the scope of work must be approved by the owner and Town of Valdese Rehabilitation Specialist, and reduced to writing as a contract amendment ("change

order"). If the changes require an adjustment in the loan amount, the change must be specified in the change order. Also, a modification agreement stating these changes in the contract amount must be completed by Town of Valdese, and executed by the owner.

- 12. Progress payments:** The contractor is entitled to request partial payments during construction. When a payment is requested, the Rehabilitation Specialist will inspect the work within three days, list all items deemed 100% complete, and calculate a payment.
- 13. Closeout:** When the contractor declares the work complete, program staff will thoroughly inspect work. If deficiencies are observed, the contractor will be required to correct them. When the Rehabilitation Specialist and the homeowner are satisfied that the contract has been fulfilled, each will sign off and, after receipt of the contractor's final invoice, the final payment will be ordered. The contractor will submit all lien releases prior to release of the final payment. All material and workmanship will be guaranteed for a one-year period after the date of project completion.
- 14. Post-construction conference:** Following construction the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this conference the contractor will hand over all owners' manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for the new equipment and appliances and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about work.
- 15. The warranty period:** It is extremely important that any problems with the work that was performed be reported to the Rehabilitation Specialist as soon as possible. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected free of charge.

Can I learn about other programs which may help me?

Town of Valdese will make referrals as appropriate to other service agencies such as the, Independent Living Rehabilitation Program, Town of Valdese Social Services, Blue Ridge Community Action, etc.

How do I request an application?

Just contact: Lisa Helton, 828-322-9191 ext. 281.

Is there a procedure for dealing with complaints, disputes and appeals?

Although the application process and rehabilitation guidelines are meant to be as fair as possible, Town of Valdese realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact CDBG-NR Program Administrator within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.

2. A written appeal must be made within 10 business days of the initial decision on an application.
3. The Scattered Site Housing Selection Committee of Town of Valdese will respond in writing to any complaints or appeals within 10 business days of receiving written comments. This decision shall be final.
4. If the applicant is not satisfied then the Town of Valdese Board of Commissioners will respond in writing to any complaints or appeals within 10 business days of receiving written comments. This decision shall be final.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Town of Valdese CDBG-NR Program Administrator.
5. Should the mediation conference fail to resolve the dispute, the CDBG-NR Program Administrator will render a written final decision.
6. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Will the personal information provided remain confidential?

Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Town of Valdese employees who are directly involved in the program, the North Carolina Department of Commerce, Rural Economic Development, the US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest?

No officer, employee or other public official of Town of Valdese, or entity contracting with Town of Valdese, who exercises any functions or responsibilities with respect to the CDBG-NR program shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Town of Valdese employees, and others closely identified with Town of Valdese, may be approved for rehabilitation assistance only upon public disclosure before the Town of Valdese CDBG-NR Selection Committee and written permission from Rural Economic Development.

What about favoritism?

All activities under the Program, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

This Assistance Policy is adopted this _____ day of _____, 2019.

Mayor, Town of Valdese

Town Clerk

COUNCIL AGENDA MEMO

To: Town Clerk
From: Kim Cline, Tax Collector
Date: September 2, 2019
Re: 2018 Tax Collection

REQUEST

No action requested. Informational item only.

BACKGROUND

Each September, the Town's Tax Collector reports to the board tax collection figures of Real and Personal property for the most recent ending fiscal year.

In FY17 and FY18, the town saw a collection percentage of 93.73% and 96.09% respectively.

Entering the prior fiscal year (FY19) the Town had \$548,250 of outstanding taxes owed cumulatively across the previous 10 years.

ANALYSIS

As shown on the supporting Tax Collector report, the FY19 collection rate increased to 96.98% for Real and Personal property.

The Tax Collector is putting forth a concerted effort and instituting additional collection methods with the goal to once again increase the collection rate for FY20.

The large amount of outstanding taxes was actively addressed over the prior year and continues to be on staff's radar. During the prior year, staff is proud to report that \$188,296 of back taxes have been collected which is over 34% of the stated outstanding amount entering FY19.

With this large chunk of back tax collected, entering the current year, the Town now has an outstanding tax amount of \$359,954. This amount will continue to be actively pursued by the Tax Collector.

RECOMMENDATION

No action requested. Informational item only.

BUDGET ANALYSIS:***Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒**LIST THE EXPENDITURE CODE:**

Tax Year 2018**Property Tax Statement Annual Settlement****Property Valuations**

Real Estate	271,305,224
Personal	88,041,216
Senior Citizen Exemptions	<u>(4,643,086)</u>
Total Property Valuation Subject to Tax Rate	354,703,354

Levy

	1,873,324
Discoveries	58,878
Late List Penalties	<u>1,659</u>
Total Levy	1,933,861

Less Collected as of 6/30/2019	1,842,326
Releases	33,203
Uncollected 2018	58,332
Ratio of Taxes Collected to Total Levy	96.98%