

**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, May 7, 2018
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 and Closed Session Minutes of April 2, 2018
- B. Approval of Budget Workshop Minutes of April 23, 2018
- C. Approval of Special Meeting Minutes of May 1, 2018
- D. Requests from FVR, Waldensian Heritage Wines, Waldensian Style Wines, and American Legion Post 234 to Sell Beer, Wine and/or Malt Beverages at Town Events
- E. Renewal of Lease Agreement at Old Rock School with Still Waters Counseling, Inc.

7. New Business

- A. Appointment of Apryl Hardin as Tax Collector
- B. Adoption of Town of Valdese Employee Safety Handbook
- C. Revised Memorandum of Understanding with Valdese Water Recycling
- D. Continuation of Second CDBG Public Hearing-Demolition Grant to Remove Old Alba Waldensian Plant
- E. Authorizing Resolution to Submit an Application for CDBG Funding
- F. CDBG First Public Hearing
- G. Engineering Services Contract for Water Plant MCC Replacement Project
- H. Engineering Services Contract for Water System Improvements
- I. Resolution for Sale of Town-Owned Property Located at Whisnant Street
- J. Ordinance Changing Traffic Control Signals at Intersections of St. Germain Ave and Rodoret St, and Intersection of Massel Ave and Rodoret St.
- K. Discussion of Draft Animal Control Ordinance

8. Mayor and Council Comments

9. Manager's Report

- A. First Family Friday Night was held on May 4, 2018
- B. My Cute Kid Ribbon Cutting Ceremony, Thursday, May 10, 2018, 10:00 a.m.
- C. Valdese Farmers Market, Old Rock School, May 18, 2018 through August 31, 2018, Fridays from 11:00 a.m.-4:00 p.m.

- D. Granville Morrow Memorial Fun Fishing Day at McGalliard Falls Park on Saturday, May 19, 2018, 9:00 a.m.-1:00 p.m. (NOTE: Rain Date – June 2, 2018)
- E. Founders Day Festival, May 26, 2018, 10:00 a.m.-2:00 p.m.
- F. Festival Di Birra, Debut of 125th Beer, at Waldensian Mill on Saturday, May 26, 2018, 3:00 p.m.-7:00 p.m.
- G. Town Offices will be Closed on Monday, May 28, 2018, in Observance of Memorial Day
- H. Valdese Lakeside Park Public Input Meetings, Thursday, May 31, 2018 at 6:30 p.m. and Tuesday, June 12, 2018 at 6:30 p.m. at Valdese Town Hall, Community Room
- I. Next Regular Council meeting scheduled for Monday, June 4, 2018, 6:00 p.m.

10. Closed Session Pursuant to NC General Statute 143-318.11 (a) (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

11. Adjournment

COMMUNICATION NOTES

To: Mayor Pro Tem Stevenson
Town Council

From: Seth Eckard, Town Manager

Date: May 2, 2018

Subject: Monday, May 7, 2018 Council Meeting

1. Consent Agenda

- A. Approval of Regular Meeting and Closed Session Minutes of April 2, 2018**
- B. Approval of Budget Workshop Minutes of April 23, 2018**
- C. Approval of Special Meeting Minutes of May 1, 2018**
- D. Requests from FVR, Waldensian Heritage Wines, Waldensian Style Wines, and American Legion Post 234 to Sell Beer, Wine and/or Malt Beverages at Town Events**

Staff received the following requests for beer and wine sales:

Friends of the Valdese Rec – sell beer in Town parking Lot during the Waldensian Festival on Friday, August 10, 2018, 5:00 p.m.-11:00 p.m. and Saturday, August 11, 2018, 5:00 p.m.-11:00 p.m.

Waldensian Heritage Wines – sell wine in the Town parking lot during the Independence Day Celebration, Friday, June 29, 2018, 5:00 p.m.-11:00 p.m. and the Waldensian Festival, Friday August 10, 2018, 5:00p.m.-11:00 p.m. and Saturday, August 11, 2018, Noon-11:00 p.m.

Waldensian Style Wines - sell wine in the Town parking lot during the Independence Day Celebration, Friday, June 29, 2018, 5:00 p.m.-11:00 p.m. and the Waldensian Festival, Friday August 10, 2018, 5:00p.m.-11:00 p.m. and Saturday, August 11, 2018, Noon-11:00 p.m.

American Legion Post 234 – sell beer and malt beverages at the Beer Garden, 101 W Main Street, Wells Fargo Parking Lot during the Independence Day Festival, Friday, June 29, 2018, 5:00 p.m.-11:00 p.m.

E. Renewal of Lease Agreement at Old Rock School with Still Waters Counseling, Inc.

Enclosed in your packet is an Annual Lease Agreement at the Old Rock School with Still Waters Counseling, Inc. in the amount of \$283 per month.

2. New Business

A. Appointment of Apryl Hardin as Tax Collector

Deputy Town Clerk Courtney Kennedy will administer the oath of office to Ms. Hardin.

B. Adoption of Town of Valdese Employee Safety Handbook

Enclosed in the agenda packet is a copy of the Town of Valdese Employee Safety Handbook. Fire Chief Charlie Watts is requesting that Council adopt this handbook as it serves as the Town's safety program.

Requested Action: Staff recommends that Council adopt the Town of Valdese Employee Safety Handbook as presented.

C. Revised Memorandum of Understanding with Valdese Water Recycling

Enclosed in the agenda packet is a revised memorandum of understanding between the Town of Valdese and Valdese Water Recycling. This item was approved at the March Council meeting but has been revised to include the acquisition of private streets that will help improve downtown connectivity and increase public parking.

Requested Action: Staff recommends that Council approve the revised Memorandum of Understanding with Valdese Water Recycling, as presented.

D. Continuation of Second CDBG Public Hearing-Demolition Grant to Remove Old Alba Waldensian Plant

Enclosed in the agenda packet is a copy of the notice calling for a second public hearing on April 2, 2018, for the discussion of a CDBG grant request. The public hearing was opened and continued to the May Council meeting. Assistant WPCOG Director Sherry Long will be at the meeting to discuss the purpose of the Second CDBG Public Hearing.

Requested Action: Mayor Pro Tem Stevenson will need to accept public comment; after which, Council would need to adopt the authorizing resolution to submit an application for CDBG funding.

E. Authorizing Resolution to Submit an Application for CDBG Funding

Through the pre-application process, \$500,000 in CDBG grant funds has been set aside for demolition of the Alba Waldensian Mill located at 408 Praley Street, SW. The 61,739 square foot facility was constructed in 1927, has been vacant for over five years and has exceeded its useful life. The property was purchased in December 2016 by Valdese Water Recycling, LLC, a subsidiary of Leonhardt Environmental, and the company has committed to invest monies up to 25% of the project costs or match of the grant.

Requested Action: Staff recommends that Council approve the resolution and authorize Town Manager Seth Eckard to execute and file an application on behalf of the Town of Valdese with NC Department of Commerce for CDBG funding.

F. CDBG First Public Hearing

The Town of Valdese is holding a Public Hearing in order to receive citizen input in the development of Community Development Block Grant (CDBG) applications for the upcoming year. CDBG funds may be used for a variety of different activities including: Neighborhood Revitalization (NC Neighborhood), Economic Development (ED), and Demolition projects. Applications are to be submitted to the North Carolina Department of Commerce. Programs are designed to provide grants to local unit of governments for housing, housing related activities, and public facilities that support housing activities for low-to-moderate-income persons, job creation or the elimination of slum and blighted conditions.

Requested Action: Mayor Pro Tem Susan Stevenson will open the public hearing to receive public input.

G. Engineering Services Contract for Water Plant MCC Replacement Project

Enclosed in the agenda packet is an agreement for engineering services with McGill Associates, P.A. related to the preliminary engineering report, design, bidding & award, and construction administration of the Water Treatment Plant Motor Control Centers Replacement Project. This project was recently awarded funding by NC DEQ Division of Water Infrastructure including \$632,078 in zero percent loan and \$210,692 in principal forgiveness. The total project cost is currently estimated to be \$842,770 including the \$98,000 value of the contract for the subject engineering services.

Requested Action: Staff recommends that Council authorize Town Manager Seth Eckard to execute this agreement, as presented.

H. Engineering Services Contract for Water System Improvements

Enclosed in the agenda packet is an agreement for engineering services with West Consultants, LLC., related to the preliminary engineering report, design, bidding & award, and construction administration of the Water System Improvement Project. This project was recently awarded funding by NC DEQ Division of Water Infrastructure including \$1,181,700 loan at zero percent with up to a maximum \$500,000 in principal forgiveness. The total project cost is currently estimated to be

\$1,181,700 including the \$130,000 value of the contract for the subject engineering services.

Requested Action: Staff recommends that Council authorize Town Manager Seth Eckard to execute this agreement, as presented.

I. Resolution for Sale of Town-Owned Property Located at Whisnant Street

At the April 2nd meeting, Council adopted a resolution proposing the acceptance of an offer to purchase a portion of Whisnant Street SE, Valdese. In accordance with G.S. 160A-269, a notice was published detailing Council's intent to accept the offer and also informed the public that any person could raise the bid. No additional bids were received

Requested Action: Staff recommends that Council approve the sale of the property located at Whisnant Street, Valdese to Roger Neil Shatley, for the purchase price of \$61,490.00.

J. Ordinance Changing Traffic Control Signals at Intersections of St. Germain Ave and Rodoret St, and Intersection of Massel Ave and Rodoret St.

Enclosed in the agenda packet is an ordinance authorizing traffic control changes to the intersection of St. Germain Ave and Rodoret St, and the intersection of Massel Ave and Rodoret Street as recommended by J.M.Teague Engineering and Planning.

Requested Action: Staff recommends that Council approve the ordinance and recommendations of J.M. Teague Engineering and Planning for changes to the aforementioned intersections.

K. Discussion of Draft Animal Control Ordinance

Staff will present the proposed ordinance for review and discussion. The proposed ordinance is a complete rewrite of the existing animal control ordinance. Major points to note are: an appeal process, comprehensive definitions list, and prohibition of animals at festivals except service animals.

Requested Action: Staff is not seeking any action on the animal control ordinance at this meeting. After receiving input from Council, staff will seek adoption at the June Council meeting.

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**February 1st-28th, 2018**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF FEBRUARY, 2018. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>TOTAL HOURS</u>
STATION DUTY	193 HOURS
VEHICLE DUTY	111 HOURS
EQUIPMENT DUTY	37 HOURS
FIRE ADMINISTRATION	168 HOURS
TRAINING ADMINISTRATION	10 HOURS
MEETINGS	27 HOURS
FIRE PREVENTION ADMINISTRATION	70 HOURS
FIRE PREVENTION INSPECTIONS	4 HOURS
<u>TYPE / NUMBER OF INSPECTIONS:</u>	
ASSEMBLY	0
BUSINESS	0
DAYCARE	1
FACTORY	2
FOSTER HOME	0
MERCANTILE	1
RESIDENTIAL	0
STORAGE	0
TOTAL INSPECTIONS:	4
<u>VIOLATIONS NOTED:</u>	1
SAFE KIDS ADMIN/CRS INSPECTIONS	3 HOURS
PUBLIC RELATIONS	7 HOURS
HYDRANT MAINTENANCE	0 HOURS
SAFETY ADMINISTRATION	10 HOURS
PHYSICAL TRAINING	16 HOURS
TRAINING	126 HOURS
ON-DUTY EMERGENCY RESPONSES	62 HOURS
OFF-DUTY EMERGENCY RESPONSES	89 HOURS
FIRE/MEDICAL STANDBY	0 HOURS
OFF-DUTY TRAINING	38 HOURS
TOTAL TRAINING MANHOURS: (INCLUDES VOLUNTEER FIREFIGHTERS)	253 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:**FIRE:**

ALARM	6
GAS ODOR/LEAK	0
SMOKE	0
TREE/LINE DOWN	3
GOOD INTENT	1
MUTUAL AID TO STATION 67	1
MUTUAL AID TO STATION 64	1
SERVICE	2
STRUCTURE	<u>0</u>
	14

MEDICAL:

ABDOMINAL PAIN	2
ALLERGIC REACTION	0
ASSAULT	0
ASSIST EMS	3
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	0
CHEST PAIN	0
CHOKING	0
CODE BLUE	1
DIABETIC	2
DOA	1
FAINTING	0
FALL	8
HEADACHE	0
LACERATION/HEMORRAGE	1
MOTOR VEHICLE ACCIDENT	5
OTHER	0
OVERDOSE/INTOXICATED	2
PREGNACY	0
PSYCHIATRIC	2
RESPIRATORY	4
SEIZURE	1
SICK	1
STABBING	0
STROKE	0
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>1</u>
	38

FIRE AND MEDICAL:

HAZMAT	1
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TOTAL: 53 RESPONSES

Respectfully Submitted,
Charles Watts, Chief
Valdese Fire Department

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**March 1st-31st, 2018**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF MARCH, 2018. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>TOTAL HOURS</u>
STATION DUTY	201 HOURS
VEHICLE DUTY	94 HOURS
EQUIPMENT DUTY	48 HOURS
FIRE ADMINISTRATION	206 HOURS
TRAINING ADMINISTRATION	19 HOURS
MEETINGS	16 HOURS
FIRE PREVENTION ADMINISTRATION	93 HOURS
FIRE PREVENTION INSPECTIONS	15 HOURS
<u>TYPE / NUMBER OF INSPECTIONS:</u>	
ASSEMBLY	2
BUSINESS	0
EDUCATIONAL	3
FACTORY	0
FOSTER HOME	0
MERCANTILE	0
RESIDENTIAL	1
STORAGE	0
TOTAL INSPECTIONS:	6
<u>VIOLATIONS NOTED:</u>	18
SAFE KIDS ADMIN/CRS INSPECTIONS	12 HOURS
PUBLIC RELATIONS	8 HOURS
HYDRANT MAINTENANCE	0 HOURS
SAFETY ADMINISTRATION	25 HOURS
PHYSICAL TRAINING	22 HOURS
TRAINING	56 HOURS
ON-DUTY EMERGENCY RESPONSES	48 HOURS
OFF-DUTY EMERGENCY RESPONSES	84 HOURS
FIRE/MEDICAL STANDBY	0 HOURS
OFF-DUTY TRAINING	61 HOURS
TOTAL TRAINING MANHOURS: (INCLUDES VOLUNTEER FIREFIGHTERS)	285 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:**FIRE:**

ALARM	3
GAS ODOR/LEAK	1
SMOKE	1
TREE/LINE DOWN	2
GOOD INTENT	0
MUTUAL AID TO STATION 63	4
LOCK-IN	1
VEHICLE	1
STRUCTURE	<u>2</u>
	15

MEDICAL:

ABDOMINAL PAIN	3
ALLERGIC REACTION	1
ASSAULT	0
ASSIST EMS	2
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	1
CHEST PAIN	2
CHOKING	0
CODE BLUE	0
DIABETIC	0
DOA	0
FAINTING	0
FALL	12
HEADACHE	0
LACERATION/HEMORRAGE	1
MOTOR VEHICLE ACCIDENT	1
OTHER	1
OVERDOSE/INTOXICATED	1
PREGNACY	0
PSYCHIATRIC	2
RESPIRATORY	3
SEIZURE	0
SICK	5
STABBING	0
STROKE	0
TRAUMATIC INJURY	2
UNCONSCIOUS	<u>2</u>
	39

<u>FIRE AND MEDICAL:</u>	0
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TOTAL:	54 RESPONSES
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Respectfully Submitted,
Charles Watts, Chief
Valdese Fire Department

**TOWN OF VALDESE
TOWN COUNCIL MEETING
APRIL 2, 2018**

The Town of Valdese Town Council met on Monday, April 2, 2018, 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 Gary L. Delp and Councilman Roy F. Sweezy. Also present were: Town Manager Seth Eckard, Town Attorney Marc Mitchell, 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 the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT:

VALDESE LAKESIDE PARK-DEBBIE BRADLEY 119 MORGAN TRACE, VALDESE Ms. Bradley expressed her gratitude to Council for giving her the opportunity to speak about the town's new park. Ms. Bradley informed Council that she has been reading about emerging trends in parks. The two trends she would like to suggest that Council consider are a dog park and senior park, or playground. Ms. Bradley feels that there is a need for a dog park in Valdese as many dog owners have to travel to other municipalities for this amenity. Ms. Bradley also shared that there are only 15 senior parks in the United States, one is in Charlotte. Ms. Bradley finished by offering her assistance with promoting the park and seeking grant opportunities.

HISTORY MUSEUM OF BURKE COUNTY-JOHN HOWARD & CLAUDE SITTON, 201 WEST MEETING ST, MORGANTON Mr. Howard provided an overview of the museum's budget and explained that the museum is seeking financial support from surrounding municipalities to continue delivering high quality services to the community. Mr. Howard provided a list of facts and accomplishments. Mr. Sitton invited Council to visit the museum for a tour.

RECREATION FEES AND TAX INCREASE-JEAN-MARIE COLE, 705 BERTIS STREET SW, VALDESE Ms. Cole informed Council that she is concerned with the increase in recreation fees as she is worried that users will stop coming here if our rates are not competitive with the surrounding area. Ms. Cole stated that she is in favor of developing the lakeside park but is not in favor of a tax increase for this as she feels there is other needs for tax dollars at this time.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MINUTES OF MARCH 5, 2018

APPROVED BUDGET RETREAT MINUTES OF MARCH 19, 2018

SPRING LITTER SWEEP, APRIL 14-28, 2018 The Town will be participating in the North Carolina Department of Transportation's Biannual Cleanup Drive that will be held April 14-28, 2018.

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.

APPROVED TOWN OF VALDESE MISSION STATEMENT

Mission Statement

The Town of Valdese welcomes growth and diversity to enhance, while preserving, our existing neighborhoods, natural amenities and rich history for current residents and future generations.

Vision

The Town of Valdese will be a modern and innovative town in Western North Carolina, focused on cultural, economic and environmental sustainability.

Our Values

Community	We strive to maintain the town as a safe place to live, work, and raise a family. Our community is full of diverse individuals that have different opinions and beliefs; we value and respect the rights and differences of everyone. Our community becomes stronger when we unite with our merchants and business owners by supporting their goals and celebrating their successes.
Leadership	We believe that government should be accountable, transparent in all engagements, and fiscally responsible stewards of the town's assets. We will provide and encourage an atmosphere that supports job satisfaction and professional growth for all town staff. Management will identify programs and opportunities to engage future leaders.
Service	We are responsive and service-oriented to meet the needs of our citizens. We recruit the best and highest qualified candidates and train a team with the knowledge and skills to carry out the mission of the town through transparent civic engagement and by providing the very best services to our citizens.
Heritage	We will encourage growth and rehabilitation of our town through careful planning to provide an improved quality of life and standard of living for our citizens that reflects the town's unique heritage and culture.
Integrity	Our personal and professional conduct is guided by high ethical and honest standards. We are open, reliable and consistent in all activities.

Councilman Ogle made a motion to approve the aforementioned mission statement, seconded by Councilwoman Hildebran. The vote was unanimous.

ADOPTED TOWN OF VALDESE ACTION PLAN The Town of Valdese Action Plan was created based on the findings of the January 8, 2018 strategic planning session held at the Western Piedmont Council of Governments' office. A copy of the Action Plan is available for inspection on the Town's website and in the clerk's office.

Councilwoman Hildebran made a motion to approve the Town of Valdese Action Plan, seconded by Councilman Ogle. The vote was unanimous.

REVISED MEMORANDUM OF UNDERSTANDING WITH VALDESE WATER RECYCLING Mayor Black removed this item from the agenda. This item may be presented at a future meeting.

SECOND CDBG PUBLIC HEARING-DEMOLITION GRANT TO REMOVE OLD ALBA WALDENSIAN PLANT Mayor Black opened the public hearing and requested permission to continue the public hearing at the May 7, 2018 meeting.

Councilwoman Stevenson made a motion to continue the public hearing at the May 7, 2018 Council meeting, seconded by Councilman Ogle. The vote was unanimous.

AUTHORIZING RESOLUTION TO SUBMIT APPLICATION FOR FUNDING FROM CDBG Mayor Black removed this item from the agenda. This item may be presented at a future meeting.

AUTHORIZING RESOLUTION APPLICATION FOR FUNDING FROM NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR A MAIN STREET WATERLINE PROJECT

APPLICATION FOR FUNDING FROM NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR A DRINKING WATER IMPROVEMENT PROJECT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater or drinking water system improvements, and

WHEREAS, The Town of Valdese has need for and intends to construct a drinking water system project described as the Main Street Water Line Replacement Project; and

WHEREAS, The Town of Valdese intends to request State and/or Federal (loan, forgivable principal or grant) funding assistance for the project,

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

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

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

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

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

That Seth Eckard, Town Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a (loan or 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 for 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 2nd day of April of 2018 at Valdese, North Carolina.

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

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

AUTHORIZING RESOLUTION APPLICATION FOR FUNDING FROM NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR WATER TREATMENT PLANT BLEACH CONVERSION PROJECT

**APPLICATION FOR FUNDING FROM
NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR A
DRINKING WATER IMPROVEMENT PROJECT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater or drinking water system improvements, and

WHEREAS, The Town of Valdese has need for and intends to construct a drinking water system project described as the Water Treatment Plant Bleach Conversion Project; and

WHEREAS, The Town of Valdese intends to request State and/or Federal (loan, forgivable principal or grant) funding assistance for the project,

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

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

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

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

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

That Seth Eckard, Town Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a (loan or 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 for 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 2nd day of April of 2018 at 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.

RESOLUTION ADOPTING WATER RESOURCES CAPITAL IMPROVEMENT PLAN

**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, March 2018, 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 2nd day of April, 2018.

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

ATTEST: /s/ Frances Hildebran, Town Clerk

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

UPDATE ON STUDY OF INTERSECTIONS AT ST. GERMAIN AVE, RODORET ST, AND MASSEL AVE Public Works Director Bryan Duckworth provided an update on the traffic signal control panel issue at the intersection of St Germain Ave and Rodoret Street. J.M. Teague Engineering and Planning studied the intersection to determine whether or not a traffic signal is necessary at this intersection. During this study, traffic at the intersection of Rodoret Street and Massel Ave was also analyzed. Mr. Duckworth stated that normal traffic in this section of Valdese has traffic flowing east /west and stopping north/south; the intersection of Rodoret St and Massel Ave is the exception. Staff recommendation that Council follow J.M. Teague’s advice and make changes to the intersection of St. Germain Ave and Rodoret St, and Rodoret St. and Massel Ave. A resolution will be presented, for adoption, at the next meeting.

RESOLUTION FOR OFFER TO PURCHASE TOWN-OWNED PROPERTY LOCATED AT WHISNANT STREET Public Works Director

RESOLUTION OF INTENT TO SELL REAL PROPERTY

WHEREAS, Roger Neil Shatley (Shatley) has offered to purchase from the Town of Valdese for the sum of \$61,490 that parcel containing approximately 4,116 square feet, which is identified as “Portion of Town of Valdese Property to be Recombined with PIN 2743346272” in that map prepared by West Consultants, PLLC titled, “Town of Valdese (Whisnant Street SE Relocation)”, which is on file at the Valdese Town Hall (the Map), together with that part of the adjoining parcel identified on the Map as “Portion of Whisnant Street SE to be Closed and Recombined”, that is owned by the Town (both adjoining parcels are referred to as “the Property”); and

WHEREAS, the Property is located near the Alray Tire facility; and WHEREAS, the town council proposes to accept Shatley’s offer; and

WHEREAS, pursuant to G.S. 160A-269, Shatley has deposited an amount equal to 5% of his bid; and

WHEREAS, the town council is required to publish a notice containing a general description of the Property, the amount and terms of the offer and notice that within ten (10) days any person may raise the bid as provided by G.S. 160A-269;

IT IS THEREFORE RESOLVED AS FOLLOWS:

1. The town council intends to accept Shatley’s offer to purchase the Property for the sum of \$61,490.
2. Shatley shall be required to deposit with the town clerk the sum of at least 5% his bid as required by G.S. 160A-269.
3. A notice of this offer shall be published as required by G.S. 160A-269.

This resolution was adopted April 2, 2018.

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

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

BUDGET AMENDMENTS

Budget Amendment No. 13

Subject: Fire Truck Purchase

Memorandum:

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

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2018:

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

Acct. No.	<u>Debit</u>	<u>Credit</u>
10.5300.740 Capital Equipment		851,097
	-----	-----
Total	\$	\$851,097
	=====	=====

This will result in a net increase of \$851,097 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Acct. No.	<u>Debit</u>	<u>Credit</u>
10.3970.762 Loan Proceeds	851,097	
	-----	-----
Total	\$851,097	
	=====	=====

Section 2. 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, April 02, 2018

Budget Amendment No. 14

Subject: Transfers From Capital Project Funds

Memorandum:

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

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2018:

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

Acct. No.	<u>Debit</u>	<u>Credit</u>
--------------	--------------	---------------

10.5100.021	Police Over Time	4,000	
10.5100.330	Mobile Phone Analyzer	1,000	
		-----	-----
Total		\$ 5,000	\$ 0
		=====	=====

This will result in a net increase of \$ 5,000 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Acct.			
<u>No.</u>			
10.3970.302	Capital Project Fund		4,000
10.5300.912	Fire Truck Debt Service		1,000
		-----	-----
Total		\$	\$ 5,000
		=====	=====

Section 2. 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, April 02, 2018

Budget Amendment No. 15

Subject: Public Art Donation

Memorandum:

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

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2018:

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

Acct.			
<u>No.</u>			
10.6250.926	Public Art	<u>Debit</u>	<u>Credit</u>
		25,000	
		-----	-----
Total		\$ 25,000	
		=====	=====

This will result in a net increase of \$ 25,000 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Acct.			
<u>No.</u>			
10.3350.002	Donation - Art		25,000
		-----	-----
Total		\$	\$ 25,000
		=====	=====

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

Councilwoman Hildebran made a motion to approve the aforementioned budget amendments, seconded by Councilman Ogle. The vote was unanimous.

MAYOR AND COUNCIL COMMENTS: Councilman Delp shared that the residents on Laurel Street have noticed that traffic speeds had been slower for some time but appear to be increasing in the recently changed zone. Police Chief Jack Moss asked if there was a specific time period where this issue is most notable. Mr. Delp indicated that it happens throughout the day, with no time more significant than another. Chief Moss offered to monitor this area closer.

Councilwoman Stevenson mentioned the increase in activity near the property for the proposed lakeside park, sharing that she was recently out there and noticed a lot of people walking. Ms. Stevenson expressed concern regarding vehicles not abiding to the posted speed limit. Ms. Stevenson requested that department heads encourage their staff to be cautious while driving in the area, as there are more people using this road now.

Councilman Ogle thanked the Valdese Police Department for their quick response to a recent issue. Mr. Ogle hoped that the department will be able to continue to resolve these types of issues as quickly and efficiently as possible.

Councilwoman Hildebran shared the following update on the library: Burke County Public Library Director Jim Wilson informed Ms. Hildebran that surveying work has started and meetings have been held with the architect to discuss preliminary drawings. The size of the addition is almost 3,000 sq. ft. and will include a large programming room that will be the largest program area the county has, a sliding partition between the large program room and the demonstration kitchen, as many as four areas for programs and/or activities, additional office/workspace for staff, more storage and additional restrooms for the public. The current plans include approximately 12 parking places adjacent to the expansion and a small concrete plaza in front of the expansion that could be used for outdoor programs and activities. This plan should allow enough funds to make the following renovations to the existing building: redo interior finishes, some new flooring, replace lights and ceiling tiles/grids, exterior paint, window coverings, sidewalk replacement and restroom alterations.

Mayor Black informed Council that the park dedication that was held on Thursday, March 29, 2018, was well attended by a lot of excited people. Mr. Black recognized the volunteers for their hard work to clean the site. Mr. Black expressed his appreciation to North Carolina Department of Transportation for recent modifications to some downtown sidewalks to meet ADA compliance for handicap access, at no cost to the town. Planning Director Larry Johnson shared that staff has submitted an application for additional sidewalks.

MANAGER'S REPORT: Town Manager Seth Eckard commended Public Works for their litter clean-up efforts around town. Mr. Eckard shared that he has received a lot of positive feedback as a result of their hard work. Mr. Eckard informed Council of the following upcoming events:

Valdese Lakeside Park Public Input Meeting, Tuesday, April 3, 2018, Old Rock School, 6:30 p.m.-7:30 p.m.

Movies at the Rock, "Wonder", Friday, April 6, 2018, 7 p.m.

April Craft Market-Saturday, April 14, 2018, Old Rock School, 9 a.m.-4 p.m.

Emerge Valdese Social, Tuesday, April 17, 2018, 100 Main, 6 p.m.-8 p.m.

Budget Workshop Dinner Meeting, Monday, April 23, 2018, Valdese Town Hall Community Room, 6:00 p.m.

WPCOG Annual Meeting, Thursday, April 26, 2018, 6:30 p.m., Crowne Plaza, Hickory

Special Council Workshop scheduled for Tuesday, May 1, 2018, 6:00 p.m., Town Hall Community Room

Next Regular Council meeting scheduled for Monday, May 7, 2018, 6 p.m.

Family Friday Nights begin May 4, 2018.

CLOSED SESSION PURSUANT TO NC GENERAL STATUTE 143-318.11 (a)(5) To instruct the public body's staff concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

At 6:47 p.m., Councilwoman Stevenson made a motion to recess into Closed Session Pursuant to NC General Statute 143-318.11 (a)(5) to instruct the public body's staff concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease. The motion was seconded by Councilman Ogle. The vote was unanimous.

Mayor Black said the Closed Session was only an informational item and there would be no action taken afterwards.

At 7:13 p.m., Councilman Delp made a motion to return to Open Session, seconded by Councilman Sweezy. The vote was unanimous.

ADJOURNMENT At 7:14 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

Town Clerk

ck

Mayor

**TOWN OF VALDESE
TOWN COUNCIL MEETING - BUDGET WORKSHOP
APRIL 23, 2018**

The Town of Valdese Town Council met on Monday, April 23, 2018, at 6:00 p.m., in the Community Room 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 Gary L. Delp, and Councilman Roy F. Sweezy. Also present were Town Manager Seth Eckard, Deputy Town Clerk Courtney Kennedy, Planning Director Larry Johnson and Finance Director Jerry LaMaster.

Absent: None.

A quorum was present.

Others present: Dwayne Wilson and Nancy Walsh with Dwayne Wilson Insurance & Financial Services.

Mayor Black called the meeting to order at 6:00 p.m., and invited members of Council to enjoy dinner catered by Old World Baking Company.

SET TIME AND DATE FOR CDBG FIRST PUBLIC HEARING FOR MONDAY, MAY 7, 2018, 6:00 PM, VALDESE TOWN HALL Planning Director Larry Johnson informed Council that North Carolina Department of Commerce is accepting grant applications for housing revitalization funds through the Neighborhood Revitalization Program. This program provides local governments with funding for housing, housing related activities, and public facilities that support housing activities for low-to-moderate income persons. Mr. Johnson stated that this program could be beneficial for the town and requested that Council hold a first public hearing to solicit citizen input.

Councilman Sweezy made a motion to set the date for the first CDBG public hearing for Monday, May 7, 2018 at 6:00 p.m., Valdese Town Hall, seconded by Councilwoman Stevenson. The vote was unanimous.

VALDESE BUILDING REUSE PROGRAM The proposed Building Reuse Program was discussed with Council at the budget retreat held on Monday, March 19, 2018. Town Manager Seth Eckard informed Council that staff is recommending that this program not be developed; wishing to allocate additional funds to the current Façade Grant program. Mr. Eckard stated that this program currently receives \$10,000 annually, he would like to increase that to \$20,000 in the FY 18-19 budget.

EMPLOYEE HEALTH INSURANCE UPDATE Mr. Wilson and Ms. Walsh discussed United Healthcare's renewal quote, provided an overview of their experience with UHC over the past year, and informed Council that our coverage is being discussed with other providers. Mr. Wilson shared that our renewal rate last year was 42%. During FY 17-18, claims totaled \$700,000. Mr. Wilson expects to obtain rates within a range of 5-10% and will update staff as soon as the quotes are received.

SPECIAL PROJECTS BUDGET Town Manager Seth Eckard offered an update on Town projects.

PROPOSED BUDGET AND HIGHLIGHTS - FY 18-19 Town Manager Seth Eckard and Finance Director Jerry LaMaster presented the proposed budget for FY 18-19. They reviewed the General and Utility Funds Revenues and Expenditures.

PROPOSED RATE STRUCTURE FY 18-19 Town Manager Seth Eckard briefly reviewed the proposed rate structure which was also presented at the budget retreat.

ADJOURNMENT At 7:37 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 7, 2018, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL MEETING
MAY 1, 2018**

The Town of Valdese Town Council met on Monday, May 1, 2018, at 6:00 p.m., in the Community Room 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 Gary L. Delp, and Councilman Roy F. Sweezy. Also present were: Town Manager Seth Eckard, Deputy, 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. Mr. Black stated that this was a Special Called Council Meeting to meet with representatives from Destination by Design to discuss the Valdese Lakeside Park Master Plan. Mr. Black informed the audience that no public comments would be taken at this meeting.

VALDESE LAKESIDE PARK: Eric Woolridge of Destination by Design presented the Valdese Lakeside Park Master Plan to Council. Mr. Woolridge's presentation highlighted opportunities and constraints, key features, a proposed budget, and economic impact of Valdese Lakeside Park. Mr. Woolridge also shared findings from the first public input meeting that was held on Tuesday, April 3, 2018.

Town Manager Seth Eckard provided a presentation to Council, where he shared the accomplishments that have been made over the last three years, current plans and procedures that are in place now to ensure proper upkeep and maintenance of existing facilities, and plans for the future. Mr. Eckard also identified the benefits of developing Valdese Lakeside Park, how this park would be different than surrounding parks, and financing options for the park. Mr. Eckard informed Council of a timeline for the project which will be approximately two years, and informed Council that the next step is to receive public input. Two public input meetings have been scheduled at Valdese Town Hall: Thursday, May 31, 2018 at 6:30 p.m. and Tuesday, June 12, 2018 at 6:30 p.m.

Town Manager Seth Eckard shared that a website for Valdese Lakeside Park (www.valdeselakesidepark.com) has been developed and will be live tomorrow, Wednesday, May 3, 2018. A recording of this meeting, a copy of the master plan, the town manager's presentation, and other valuable information will be available on the website.

ADJOURNMENT: At 7:44 p.m., there being no further business to come before Council, Mayor Black declared the meeting adjourned.

Town Clerk

Mayor

ck

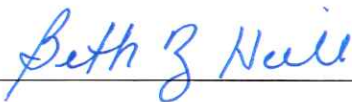


Friends of the Valdese Rec
Beth Heile
PO Box 994
Valdese NC 28690

Town of Valdese,

Friends of the Valdese Rec respectfully request to sell beer at the Waldensian Festival event held on August 10, 2018 from 5:00pm until 11:00pm and August 12, 2018 from Noon until 11:00pm in town parking lot located adjacent to the 100 block of West Main Street in Downtown Valdese. Friends of the Valdese Rec is an all-volunteer, 501(c)(3) tax-exempt nonprofit corporation and does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Sincerely,



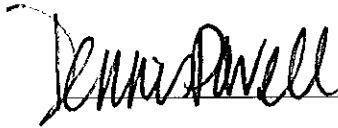
Beth Heile
President

Waldensian Heritage Wines
Dennis Powell
4940 Villar Lane NE
Valdese NC 28690

Town of Valdese,

Respectfully request to sell wine at the Independence Day Celebration on June 29th from 5:00pm until 11:00pm and the Waldensian Festival event held on August 10, 2018 from 5:00pm until 11:00pm and August 11, 2018 from Noon until 11:00pm in town parking lot. All our wines are listed as North Carolina wines. Waldensian Heritage Wines does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Sincerely,



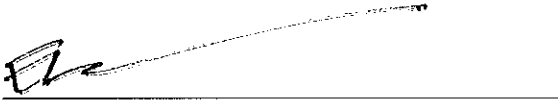
Dennis Powell
Waldensian Heritage Wines Board Chair

Eddie & Brenda Zimmerman
Waldensian Style Wines
2340 Quail Run
Connelly Springs, NC 28612

Town of Valdese,

Respectfully request to sell wine at the Independence Day Celebration on June 29th from 5:00pm until 11:00pm and the Waldensian Festival event held on August 10, 2018 from 5:00pm until 11:00pm and August 11, 2018 from Noon until 11:00pm in town parking lot. All our wines are listed as North Carolina wines. Waldensian Style Wines does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eddie', is written above a solid horizontal line.

Eddie Zimmerman
Waldensian Style Wines Owner



**American Legion Post 234
709 Church Street NW PO Box 987
Valdese, NC 28690**

May 1, 2018,
Valdese Town Council,

Strategic planning for our annual fundraising efforts for the American Legion Post 234 in Valdese has begun. With this being said I, Phil Ramsey Commander of Post 234, would like to formally request permission for our Ladies Auxillary to set up a Beer Garden at the below listed locations during the below listed times for the purpose of selling Beer and Malt Beverages during these listed Valdese Events.

VALDESE EVENT	LOCATION	DATE	TIME (p.m.)
Independence Day Festival	Main Street adjacent to Wells Fargo Parking Lot 101 Main St W	Friday, June 29	5:00-11:00

The American Legion was founded in 1919 in Paris, France, at the close of World War I. The organization now includes veterans of World War II, Korea, Vietnam, Lebanon/Grenada periods, Operation Just Cause in Panama, Desert Storm, Enduring Freedom, Operation Iraqi Freedom and Global War On Terror. The American Legion Post 234 in Valdese, North Carolina provides local outreach to veterans, provides support to local schools, and serves community needs.

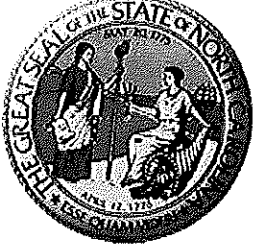
It is our mission to support the community, provide for local veterans of all ages, and raise awareness and engage in fundraisers for veterans concerns both nationally and within the city of Valdese, NC. In order to meet our mission and provide these services in our community, we rely on these fundraisers and the generosity of individuals and businesses for support. Without the assistance of community-minded individuals just like you, we wouldn't be able to serve veterans and their families both locally and abroad as well as contribute to needs within our community each year.

Thank you for considering our request.

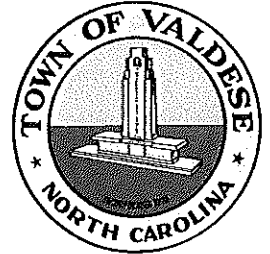
Sincerely,

Phil Ramsey
Post Commander
American Legion Post 234
Phone: 828-879-8982 or 828-522-1511(Cell) with any questions.

Tax Classifications: 501(c)19 Not for profit military organization
FIN: 56-1881998



State of North Carolina – County of Burke
Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this First day of July, 2018, by and between the TOWN OF VALDESE, hereinafter called "Lessor" and Still Waters Counseling, Inc. 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) 35 as described on the attached Exhibit "A," together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the First day of July, 2018 and extending to the 30th day of June, 2019; provided, however, because the Lessee may be required to move to a new facility during the one year term of this lease, the Lessee shall have the right to terminate this lease at any time during the one year lease term by providing to the Lessor at least 30 days prior written notice of termination.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of \$283.00. The first month's rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month's rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor's sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.

- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.
- 1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:
- 1.01.1 All zoning regulations affecting the premises now or hereafter in force.
 - 1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.
 - 1.01.3 The existing condition and state of repair of the premises.

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

- 2.01.1 The premises shall be used by the Lessee for an Office Space and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.
- 2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants and agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

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

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

ARTICLE 3.00

Condition of Premises

- 3.01 ACCEPTANCE OF PREMISES:** Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.
- 3.02 MAINTENANCE:** Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee's own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.
- In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.
- 3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.
- 3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.
- 3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee's obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

ARTICLE 4.00

Insurance, Liability of Parties

- 4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.
- 4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.
- 4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors,

servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.

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

ARTICLE 5.00

Termination, Default, Remedies

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

ARTICLE 6.00

Destruction of Taking of Premises

6.01 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 _____

Lessor

Seth Eckard, Town of Valdese (Town Manager)

X _____

Lessee

Beth Brannon, Still Waters Counseling, Inc.

X _____

Witness (Attest)

X _____

Witness

**STATE OF NORTH CAROLINA
BURKE COUNTY
TOWN OF VALDESE**

OATH OF TAX COLLECTOR

I, **APRYL HARDIN**, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Tax Collector, so help me God.

I, **APRYL HARDIN**, will not allow my actions as tax collector to be influenced by personal or political friendships or obligations.

Witness my hand and official seal this 7th day of May 2018.

APRYL HARDIN

SWORN AND SUBSCRIBED BEFORE ME THIS 7TH DAY OF MAY, 2018

**COURTNEY KENNEDY
DEPUTY TOWN CLERK**



Town of Valdese

Employee

Safety Handbook

Adopted: May 7, 2018

Safety and Health Program

General Policy Statement / Purpose

The Town of Valdese considers the safety of its employees a major responsibility. Constant endeavors shall be made to provide a safe working environment for employees and to promote a positive attitude toward safety among our employees. We value human life and well-being above all else and will take action accordingly to protect same.

The safety of employees is addressed by promoting joint administrative and employee responsibility for ongoing education and training related to personnel, department operations and environmental and medical emergency safety issues.

This document is provided as a compliance aid, but does not constitute a legal interpretation of OSHA Standards, nor does it replace the need to be familiar with, and follow, the actual OSHA Standards. Though this document is intended to be consistent with OSHA Standards, if an area is considered by the reader to be inconsistent, the OSHA Standard should be followed.

This document does not contain each and every safety related program that is required by OSHA or that governs the operations of the various Town of Valdese Departments and Facilities. It is the department head's, supervisor's and employee's responsibilities to ensure each of us are familiar with all programs, polices, SOGs and other guidelines that provides all employees with a safe working environment.

Suggested Procedures

1. Employees shall be oriented to all policies and procedures identified for safety and health management at the time of initial employment. Continued training and in-service shall be provided on a regular schedule in accordance with the employee's work site and job responsibilities. In-service training such as toolbox talks or tailgate sessions are an excellent way to ensure employees stay current to new or existing safety issues, change in operations or the introduction of new hazards into the workplace.

Toolbox talks or meetings are probably the ideal way to recap and supplement the safety training efforts of the organization. A tool box meeting is a safety meeting on which a certain theme is discussed and used to generate awareness of workplace hazards and how to prevent them. In-service safety training shall be held regularly on a weekly or monthly basis. All training shall be documented.

2. The Town should identify a responsible person in each Department for ensuring that each referenced policy is current, reviewed at least annually, and revised as needed and appropriately distributed.
3. Documentation that the employee has completed the orientation review and documentation of the employee's in-service training attendance shall be maintained in an employee training file and is the responsibility of the Department Head.

Safety and Health Responsibilities

Town Manager Responsibilities

1. Insure that a safety committee is formed and is carrying out its responsibilities as described.
2. Insure that sufficient employee time, supervisor support, and funds are budgeted for safety equipment, training and to carry out the safety program.
3. Evaluate supervisors each year to make sure that are carrying out their responsibilities as described in this program.
4. Insure that incidents are fully investigated and corrective action taken to prevent the hazardous conditions or behaviors from happening again.
5. Insure that a record of injuries and illnesses is maintained and posted as required by OSHA.
6. Set a good example by following established safety rules and attending required training.
7. Report unsafe practices or conditions to the supervisor of the area where the hazard is observed.

Safety Director Responsibilities

The Safety Director reports directly to the Town Manager and is responsible for the direction and administration of the Town of Valdese Safety Program. Specifically, the Safety Director will:

1. Provide technical assistance and direction to personnel and all levels of management regarding the implementation of the Safety Program.
2. Provide an agenda and conduct Safety Committee meetings as necessary.
3. Consult with departments on design and use of equipment, facilities and safety standards.
4. Inspect facilities to detect existing or potential safety and health hazards and recommend the corrective or preventive measures needed.
5. Participate in the investigation of accidents and injuries and assist with the preparation of required reports.
6. Provide management with statistical studies and reports of accident data for use in promoting employee injury and property damage prevention programs.
7. Assure that adequate personnel protective equipment is available for use by employees when needed or required by the task at hand.
8. Coordinate safety programs and seek guidance and direction from NCLM Risk Management Group, OSHA Consultative Services and other safety, health and environmental agencies.

Safety Director Responsibilities (cont.)

9. Stop hazardous jobs or tasks when prescribed safety precautions are not being enforced.
10. Maintain a program to incorporate the current practices and philosophies adopted by safety professionals and organizations as most effective in preventing injuries, occupational disease,

motor vehicle accidents, liabilities to the Town, and damage to facilities and equipment.

11. Evaluate compliance with the program by all Town departments
12. Attend staff meetings to promote the maximum understanding of program objectives.
13. Maintain complete records on accidents and injuries and provide information to inform management and employees of trends which call for stronger corrective measures.
14. Properly report all accidents to required agencies; OSHA, Workman's Compensation Insurance, the Town's insurance carrier.
15. Ensure implementation of action(s) taken by the Safety Committee.
16. Ensure that injured employees receive the necessary medical treatment.
17. Make recommendation to management for punitive action to be taken when an employee has committed an unsafe act.

Supervisor's Responsibilities

1. Insure that each employee you supervise has received an initial orientation before beginning work in your department.
2. Insure that each employee you supervise is competent or receives training on safe operation of equipment or tasks before starting work on the equipment or project.
3. Insure that each employee receives required personal protective equipment (PPE) before starting work on a project requiring PPE.
4. Do a daily walk-around safety check of the work area. Promptly correct any hazards you find.
5. Observe the employees you supervise working. Promptly correct any unsafe behavior. Provide training and take corrective action as necessary. Document employee evaluations.
6. Set a good example for employees by following safety rules and attending required training.
7. Investigate all incidents in you department and complete the Supervisor Accident/Incident Investigation Form.
8. Talk to management about changes to work practices or equipment that will improve employee safety.

Employee Responsibilities

1. Follow the Town of Valdese safety rules described in this program, OSHA safety standards and training you receive.
2. Report unsafe conditions or actions to your Supervisor or the Safety Director promptly.

3. Report all injuries to your Supervisor immediately regardless of how serious the injury may or may not be.
4. Report all near miss incidents to your Supervisor promptly.
5. Always use personal protective equipment (PPE) where it is required. Ensure that all of your PPE is in good working order prior to use.
6. Do not remove or disengage any safety device or safeguard provided for employee protection.
7. Encourage co-workers by your words and example to use safe work practices on the job.
Lead by example
8. Make suggestions to your Supervisor, the Safety Director or management about changes you believe will improve employee safety.
9. We are personally accountable for our own – and collectively responsible for each other's safety.

Employees are expected to use good judgement when doing their work and to follow established safety rules. Violations of the Town of Valdese Safety Policy shall be subject to disciplinary action as prescribed in the Town of Valdese Personnel Policy.

An employee may be subject to termination if a Department Head determines a safety violation placed an employee or co-worker at risk of injury, permanent disability or death.

Safety Committee

We have formed a **Safety Committee** to assist management in identifying safety related issues, develop solutions, review incident/accident reports and evaluate the effectiveness of our safety program. Currently, The Safety Committee consists of the Department Head from each Town of Valdese facility. The **Safety Director** shall document all activities of the Safety Committee.

The members of the Safety Committee should strive to encourage safe work practices among all employees. Communicating with their employees on safety issues and seeking input from those who do the work.

Safety Policy

The Town of Valdese places a high value on the safety of its employees.

The Town is committed to providing a safe workplace for all employees and has developed this program for the purpose of injury prevention and to involve management, supervisors, and employees in identifying and eliminating any hazards that may develop during our work process.

It is the basic safety policy of the Town of Valdese that no task is so important than an employee must violate a safety rule or take a risk of injury or illness in order to get the job done.

The time during which employees are participating in training and education activities shall be considered as hours worked for the purpose of wages, benefits, and other terms and conditions of employment. The training and education shall be provided at no cost to the employees. Members of the Safety Committee shall be allowed reasonable time to exercise the rights of the committee without any loss of pay or benefits.

Employees are required to comply with all Town of Valdese safety rules and are encouraged to actively participate in identifying ways to make the Town a safer place to work.

Supervisors are responsible for the safety of their employees and as a part of their daily duties must check the workplace for unsafe conditions, watch employees for unsafe actions and take prompt action to eliminate any hazards.

Management will do its part by devoting the resources necessary to form a Safety Committee composed of management and Department Heads. We will develop a system for identifying and correcting hazards. We will plan for foreseeable emergencies. And, we will follow the disciplinary action as prescribed in the Town of Valdese Personnel Ordinance.

Eliminating Workplace Hazards

The Town of Valdese is committed to eliminating or controlling workplace hazards that could cause injury or illness to our employees. We will meet the requirements of OSHA safety standards when there are specific rules about a hazard or potential hazard in the workplace. Whenever possible we will design our facilities and equipment to eliminate employee exposure to hazards. Where these engineering controls are not possible, we will develop rules and guidelines that effectively prevent employee exposure to the hazard. When the above methods of control are not possible or are not fully effective, we will require employees to use personal protective equipment (PPE) such as safety glasses, hearing protection, safety vest, foot protection, etc.

Basic Safety Rules and Guidelines

The following basic safety rules have been established to help make our organization a safe and efficient place to work. These rules are in addition to safety standards that must be followed when doing particular jobs or operating certain equipment that present their own special types of hazards. These additional rules are listed elsewhere in specific department standard operating procedures or other policies and guidelines. Failure to comply with these and all safety rules, guidelines and procedures will result in disciplinary action.

- ❖ Safety guidelines, procedures and policies apply to **ALL** employees; full-time and part-time; as well as contractors onsite at Town facilities. **Safety at work is every employee's responsibility.**
- ❖ Never do anything that is unsafe in order to get the job done. If a job is unsafe, report it to your Supervisor, Department Head or Safety Director. Short cuts on the job only lead to employee accidents and injuries. We will find a way to complete the job safely.
- ❖ Do not remove or disable any safety device! Keep guards in place at all times when operating equipment or machinery. Pay attention to warning signs.
- ❖ Never operate a piece of equipment unless you have been trained and authorized to do so.
- ❖ Obey all safety warning signs and directions.
- ❖ Fire extinguishers, emergency lighting, emergency eye wash stations and other safety related equipment **SHALL** be inspected on a monthly basis. Inspections must be documented.
- ❖ Use your personal protective equipment (PPE) whenever it is required. There is no excuse for not using personal protective equipment.
- ❖ Working under the influence of alcohol, controlled or illegal substances is prohibited.
- ❖ Horseplay, running and fighting are prohibited.
- ❖ Ask for help when lifting or moving heavy objects. Lift with your legs, not your back.
- ❖ Loose clothing, jewelry and hair longer than shoulder length shall not be worn around moving machinery.
- ❖ Clean up spills immediately. Replace all tools and supplies after use. Do not allow scraps and combustibles to accumulate where they will become a hazard.
- ❖ Always practice good housekeeping in the workplace. Keep exits clear at all times.
- ❖ Report all unsafe practices or conditions to your Department Head or the Safety Director.
- ❖ Never perform a task that exceeds your level of training.
- ❖ Drivers will obey traffic laws at all times.
- ❖ Vehicle occupants **shall** wear seat belts whenever the vehicle is in motion. **It's the law.**
- ❖ All containers of materials used in the workplace shall be labeled, indicating the contents and content hazards, per OSHA guidelines.
- ❖ Employees **shall** have access to the chemical inventory and Safety Data Sheets of products used in their workplace.
- ❖ The Town of Valdese provides first aid and CPR classes; employees are encouraged to participate in these classes.
- ❖ Department Heads and Supervisors should do a "walk around" inspection of their facilities, work areas and equipment at least weekly. This will help to eliminate hazards, identify needed repairs and deficiencies.
- ❖ All accidents / injuries shall be reported to your Supervisor, Department Head or the Safety Director; regardless of how minor the accident may seem.

Basic Safety Rules and Guidelines

- ❖ Know how to report workplace emergencies (Dial 911)
- ❖ Do not block EXITS or access to fire extinguishers and electrical breaker panels.
- ❖ If you need a ladder, get a ladder. Not a chair or other substitute.
- ❖ Hazard Communications training **shall** be provided annually to all employees.
- ❖ Department Heads, with the assistance of the Safety Director shall ensure compliance with OSHA and other safety standards as related to their facilities.

Working with Ladders

- ❖ You must wear a full body harness when working at heights greater than 25 ft. and both hands are used to complete your given task.
- ❖ Before you use a ladder check it for defects such as loose joints, grease on the steps, or missing rubber feet.
- ❖ Do not paint a ladder, it may hide defects
- ❖ Do not use a ladder for any other purpose than climbing.
- ❖ Do not carry objects up or down a ladder if it will prevent you from using both hands to climb.
- ❖ Always face the ladder when climbing up or down.
- ❖ If you must place a ladder in a doorway, barricade the door to prevent its use and post a sign.
- ❖ Only one person is allowed on the ladder at a time.
- ❖ Always keep both feet on the ladder rungs except when climbing up or down. Do not step sideways from an unsecured ladder onto another object.
- ❖ Do not lean a step ladder against a wall and use it for a single ladder. Always unfold the ladder and lock the spreaders.
- ❖ If you use a ladder to get to a roof or platform, the ladder must extend at least three feet above the landing and be secured at the top and bottom.
- ❖ Do not stand on the top step of a step ladder or on the step immediately below.
- ❖ Set a single extension ladder with the base ¼ of the working ladder length away from the support.

Workplace Violence

- ❖ Be prepared / Plan your actions before an incident happens
 - Who is in the building besides you?
 - Where are the EXITS?
 - Where are my hiding places?
 - What can I use for a weapon?
- ❖ Practice situational awareness
- ❖ Be aware of your surroundings and the people around you
- ❖ Be aware of suspicious or agitated person(s)
- ❖ Immediately call 911 to report suspicious person(s) or activities
- ❖ Review your Emergency Action Plan regularly
- ❖ Stay calm
- ❖ Remember: RUN – HIDE – FIGHT

Reporting of Accidents / Record Keeping and Review

Employees are required to report any injury or work related illness to their immediate Supervisor or Department Head regardless of how serious. The Department Head must complete a Supervisor Accident/Injury Investigation Form to report all injuries within 24 hours of the incident.

The Department Head will:

- ❖ Investigate a serious injury or illness with assistance from the Safety Director.
- ❖ Complete the Supervisor Accident/Injury Investigation Form no more than 24 hour after the incident.
- ❖ Forward the Accident/Injury Investigation Form to the Safety Director.

The Safety Director shall:

- ❖ Assist with all accident/injury investigations
- ❖ Complete all necessary reporting forms (OSHA 300 / OSHA 301)
- ❖ Provide copies of OSHA reports to the HR Director for reporting to Workman's Compensation.
- ❖ Maintain all required OSHA reporting forms, including an annual log of all employee involved accidents.
- ❖ Provide to the Safety Committee a report (verbal or written) on all employee involved accidents.
- ❖ Shall provide a signed copy of the OSHA 300A Log Summary for the previous year for all Department Heads to post within their departments between February 1 and April 30.

The Safety Committee **shall** review all employee involved accidents to determine if any corrective action is necessary to prevent future occurrences of the accident.

HAZARD RECOGNITION AND EMERGENCY PLANNING

In Case of Fire

- ❖ If you discover a fire: Call 911 immediately and evacuate the area.
- ❖ Tell other employees to evacuate the building if you can do so safely.
- ❖ Report to your designated meeting area outside the building.
- ❖ Supervisors should tell employees to evacuate and report to the designated meeting area.
- ❖ While exiting the building Supervisors should check that all employees have evacuated the building, if he/she can do so safely.
- ❖ No employees should remain in the building.
- ❖ Supervisors should verify that 911 has been called.

- ❖ Supervisors should account for all employees at the designated meeting area. If an employee is missing, **DO NOT RE-ENTER THE BUILDING**. Notify responding fire department personnel that an employee is missing and may be in the building.

In Case of Injury

- ❖ A first aid cabinet is maintained in all departments. Also, most Town vehicles are equipped with first aid kits. These kits should be inspected regularly by a Supervisor or the employee to whom the vehicle is assigned; to ensure each kit is fully stocked. An inventory of the kit should be taped to the inside cover of the box.
- ❖ Promptly report all injuries to your Supervisor.
- ❖ In case of serious injury, do not move the injured person unless absolutely necessary.
- ❖ Only provide care that is equal to your level of training.
- ❖ Call for help from other employees.
- ❖ **If the injury is serious, call 911.**
- ❖ AIDS/HIV and Hepatitis B are the primary infectious diseases of concern in the blood. *All blood and body fluids should be assumed to be infectious.* In the event of a bleeding injury where first aid is needed, **use protective latex or nitrile gloves** if possible to prevent exposure to blood or other potentially infectious substances. Gloves and CPR mask for rescue breathing are available in the first aid cabinets and kits. If you are exposed to blood or other body fluids, wash the area immediately with soap and water, or a suitable substitute. **All exposures to blood and body fluids should be reported to a Supervisor and the Safety Director immediately.** *For additional information refer to the Department's Bloodborne Pathogens Policy.*

Treatment of Injuries

- ❖ First Aid Cabinets and First Aid Kits are maintained in all Town Departments and most Town vehicles. These should be utilized for the treatment of minor injuries (i.e. cuts /scraps).
- ❖ If an employee is injured during normal business hours and the injury is not life threatening, but still requires medical treatment, the employee will report to Burke Occupational Health for care.
- ❖ If an employee is injured outside of normal business hours or the injury is severe or life threatening, the employee will be transported to a local hospital emergency department.
- ❖ **Employees being treated in medical facilities must take a Medical Authorization and Attending Physician's Report Form for Worker's Compensation Insurance claims.**

HAZARD PREVENTION MEASURES

Safety Inspections

Department Heads should make monthly safety inspections of their respective department's buildings, work activities, work areas and equipment.

The purpose of the safety inspections is to identify, then eliminate or control physical hazards and unsafe conditions or practices in the work place.

The Safety Director will conduct safety inspections of all Town facilities at least annually (preferably quarterly) or whenever conditions warrant more frequent inspections. All inspection

findings shall be documented. Staff will be given a specific amount of time to correct any deficiencies or hazards noted during the inspection.

Attention should be given to the following during inspections:

- ❖ General housekeeping
- ❖ Unsafe work practices
- ❖ Use of electrical extension cords
- ❖ Housekeeping and general physical conditions
- ❖ Machine guarding
- ❖ Blocked EXITS
- ❖ Waste collection and disposal
- ❖ Fixed and mobile equipment
- ❖ Storage of flammable liquids or gases
- ❖ Use and storage of oxygen / acetylene
- ❖ Storage and handling of hazardous materials
- ❖ Proper labeling of containers
- ❖ Safety Data Sheets / Chemical inventory
- ❖ Electrical equipment
- ❖ Ungrounded electrical appliances and tools
- ❖ Access to fire extinguishers
- ❖ Monthly inspection of fire extinguishers
- ❖ Proper use, storage and condition of personal protective equipment (PPE)
- ❖ Safety signage (Danger/Warning signs, etc.)
- ❖ First aid supplies
- ❖ Employee training
- ❖ Compliance with OSHA regulations

DEPARTMENT SPECIFIC SAFETY GUIDELINES

The following guidelines are department specific, meaning they are based on the operations within a particular Town department. These guidelines are not all inclusive. There are numerous programs and policies that employees must become familiar with and follow which apply to special operations, situations or incidents such as confined space operations, hazard communications and bloodborne pathogens.

It is the employee's responsibilities to be familiar with and abide by all Town of Valdese safety policies, procedures, practices and guidelines. Department Heads should lead by example; following the same safety policies, procedures, practices and guidelines as our employees and enforcing these policies, procedures, practices and guidelines to order to maintain a safe working environment for all.

Administration: Town Hall / Triple Community Water Office / Community Affairs

Housekeeping

- ❖ Maintain good housekeeping practices.
- ❖ Keep floors clean from spills / clean-up wet surfaces.
- ❖ Maintain unobstructed pathways of travel.
- ❖ Don't let trash or unnecessary clutter collect in offices and storage areas.
- ❖ Keep your work area clean and free of debris and other combustible material.
- ❖ Storage of supplies should be kept orderly and accessible.

General Safety Guidelines

- ❖ Drawers from desks and file cabinets should never be left open.
- ❖ Never use electrical extension cords.
- ❖ Ensure all electrical appliances and office machines are properly grounded.
- ❖ Access to fire extinguishers **shall** not to be blocked or impeded in any way.

- ❖ Fire extinguishers and emergency lights **shall** be inspected monthly and annually.
- ❖ EXIT pathways must be maintain and not compromised in any way.
- ❖ LIFT with your LEGS, not your BACK.
- ❖ Use hand rails when ascending and descending ladder to attic storage area.
- ❖ Always be aware of impending weather conditions.
- ❖ Become familiar with your work area and building.
- ❖ Pay attention to the location of EXITS, fire extinguishers and fire alarm pull stations.
- ❖ CAN YOU FIND YOUR WAY OUT OF THE BUILDING BLINDFOLDED???

Hazard Communications

- ❖ Safety Data Sheets must be kept current
- ❖ Chemical Inventory must be kept current
- ❖ All containers must be properly labeled
- ❖ Complete annual refresher training

Workplace Violence

- ❖ Be prepared / Plan your actions before an incident happens
 - Who is in the building besides you?
 - Where are the EXITS?
 - Where are my hiding places?
 - What can I use for a weapon?
- ❖ Practice situational awareness
- ❖ Be aware of your surroundings and the people around you
- ❖ Be aware of suspicious or agitated person(s)
- ❖ Immediately call 911 to report suspicious person(s) or activities
- ❖ Review your Emergency Action Plan regularly
- ❖ Stay calm
- ❖ Remember: RUN – HIDE – FIGHT

FIRE DEPARTMENT

Housekeeping

- ❖ Maintain good housekeeping practices.
- ❖ Keep floors clean from spills / clean-up wet surfaces.
- ❖ Maintain unobstructed pathways of travel.
- ❖ Don't let trash or unnecessary clutter collect in offices and storage areas.
- ❖ Keep your work area clean and free of debris and other combustible material.
- ❖ Storage of supplies should be kept orderly and accessible.
- ❖ Keep Engine Bay floors clean and free of obstructions / mop-up wet spots.

General Safety Guidelines

- ❖ Drawers from desks and file cabinets should never be left open.
- ❖ Never use electrical extension cords.
- ❖ Ensure all electrical appliances, tools and office machines are properly grounded.
- ❖ No **Horseplay** while on duty.
- ❖ Access to fire extinguishers **shall** not to be blocked or impeded in any way.

- ❖ Fire extinguishers **shall** be inspected monthly.
- ❖ EXIT pathways must be maintain and not compromised in any way.
- ❖ LIFT with your LEGS, not your BACK.
- ❖ Use hand rails when ascending and descending ladders.
- ❖ Always be aware of impending weather conditions.
- ❖ Maintain your PPE (bunker gear) in good order / keep it CLEAN.
- ❖ Pay attention to the location of EXITS and fire extinguishers.
- ❖ CAN YOU FIND YOUR WAY OUT OF THE BUILDING BLINDFOLDED???

❖ **KNOW YOUR FIRE DEPARTMENT STANDARD OPERATING GUIDELINES**

Fire Apparatus and Responding to Emergencies

- ❖ Seat belts **shall** be worn by all personnel driving or riding fire department vehicles.
- ❖ Traffic laws **shall** be obeyed at all times (exceptions covered in Fire SOG's).
- ❖ Apparatus must be at a complete stop before personnel dismount.
- ❖ Personnel entering the street from fire apparatus must be aware of oncoming traffic.
- ❖ Personnel working in or near the street **shall** wear reflective safety vest or bunker gear.
- ❖ Work in pairs if at all possible at an emergency incident scene.
- ❖ Apparatus driver/operators **shall** remain with their apparatus unless directed differently by the Officer in Charge.
- ❖ When establishing an LZ for HELO landings, personnel **shall** wear, at a minimum, reflective safety vest or bunker coat and helmet with eye protection.

Response to Medical Emergencies

- ❖ Remember SCENE SAFETY
- ❖ Do not develop tunnel vision
- ❖ Always wear personal protective equipment (PPE)
- ❖ Follow treatment PROTOCOLS
- ❖ DO NO HARM

Police Department

Housekeeping

- ❖ Maintain good housekeeping practices.
- ❖ Keep floors clean from spills / clean-up wet surfaces.
- ❖ Maintain unobstructed pathways of travel.
- ❖ Don't let trash or unnecessary clutter collect in offices and storage areas.
- ❖ Keep your work area clean and free of debris and other combustible material.
- ❖ Storage of supplies should be kept orderly and accessible.

General Safety Guidelines

- ❖ Drawers from desks and file cabinets should never be left open.
- ❖ Never use electrical extension cords.
- ❖ Ensure all electrical appliances and office machines are properly grounded.
- ❖ No **Horseplay** while on duty.
- ❖ Access to fire extinguishers **shall** not to be blocked or impeded in any way.
- ❖ Fire extinguishers **shall** be inspected monthly / Inspection must be documented.
- ❖ EXIT pathways must be maintain and not compromised in any way.
- ❖ LIFT with your LEGS, not your BACK.

- ❖ Always be aware of impending weather conditions.
- ❖ Be aware of your surroundings.
- ❖ Never leave your firearm unattended.
- ❖ Personnel working in or near the street **shall** wear reflective safety vest.
- ❖ Annual training in bloodborne pathogens and hazardous materials must be provided annually to all Police employees.
- ❖ Report all injuries no matter how minor.

Hazard Communications

- ❖ Safety Data Sheets **shall** be kept current
- ❖ Chemical Inventory **shall** be kept current
- ❖ All containers **shall** be properly labeled
- ❖ Employees **shall** complete annual refresher training

Police Department employees shall be familiar with the Police Department Standard Operating Procedures.

Public Works Department

Housekeeping

- ❖ Maintain good housekeeping practices / Garage should be clean at all times.
- ❖ Trip hazards should be removed from the floor.
- ❖ Keep floors clean from spills / clean-up wet surfaces.
- ❖ Maintain unobstructed pathways of travel.
- ❖ Don't let trash or unnecessary clutter collect in offices and storage areas.
- ❖ Keep your work area clean and free of debris and other combustible material.
- ❖ Storage of supplies should be kept orderly and accessible.

General Safety Guidelines

- ❖ Drawers from desks and file cabinets should never be left open.
- ❖ Never use electrical extension cords.
- ❖ Ensure all electrical appliances, tools and office machines are properly grounded.
- ❖ No **Horseplay** while on duty.
- ❖ Access to fire extinguishers **shall** not to be blocked or impeded in any way.
- ❖ Fire extinguishers **shall** be inspected monthly.
- ❖ EXIT pathways must be maintain and not compromised in any way.
- ❖ LIFT with your LEGS, not your BACK.
- ❖ Use hand rails when ascending and descending ladders.

- ❖ Always be aware of impending weather conditions
- ❖ Become familiar with your work area and building.
- ❖ Pay attention to the location of EXITS, fire extinguishers and fire alarm pull stations.
- ❖ CAN YOU FIND YOUR WAY OUT OF THE BUILDING BLINDFOLDED???

Workplace Violence

- ❖ Be prepared / Plan your actions before an incident happens
 - Who is in the building besides you?
 - Where are the EXITS?
 - Where are my hiding places?
 - What can I use for a weapon?
- ❖ Practice situational awareness
- ❖ Be aware of your surroundings and the people around you
- ❖ Be aware of suspicious or agitated person(s)
- ❖ Immediately call 911 to report suspicious person(s) or activities
- ❖ Review your Emergency Action Plan regularly
- ❖ Stay calm
- ❖ Remember: RUN – HIDE – FIGHT

Town Garage

- ❖ Keep bay floors clean and free of obstructions / mop-up wet spots.
- ❖ Outside of garage should be clean.
- ❖ Equipment should be properly stored.
- ❖ Flammable liquids **shall** be kept in approved OSHA safety cans.
- ❖ Tools should be properly stored when not in use.
- ❖ Oxygen and Acetylene tanks shall be properly stored and secured.
- ❖ Lifting equipment **shall** be maintained as recommended by manufacturer.
- ❖ Lifting equipment **shall** be inspected as required by OSHA regulations.
- ❖ Unauthorized personnel should not be allowed in work area.
- ❖ “**NO SMOKING**” allowed in area of fuel pumps.
- ❖ Personal protective equipment (safety glasses) **shall** be worn when using the grinder, when welding or in any situation which creates flying debris.
- ❖ All vehicles shall be inspected to ensure that warning equipment, lights, horn, brakes, turn signals and windshield wipers are in proper working order (recommend weekly).
- ❖ Oily/greasy rags **shall** be stored in approved containers.
- ❖ When working with bench grinders wear required eye protection / ensure that the gap between the tool rest and the wheel is no more than 1/8 of an inch / ensure that the upper wheel tongue guard has a gap of no more than 1/4 inch.

Water Sewer Construction

- ❖ Maintain all equipment assigned to the crew in proper working order

- ❖ Properly clean contaminated equipment
- ❖ Be sure the driver/operator of trucks and equipment can see you at all times
- ❖ Do not operate equipment that you have not been trained to operate
- ❖ Do not stand under objects being lifted or lowered
- ❖ Employees **shall** be trained in trenching operations per OSHA regulations
- ❖ A COMPETENT PERSON **shall** be on site during trench and confined space operations
- ❖ Follow proper TRENCHING and CONFINED SPACE procedures
- ❖ If a ditch or opening looks unsafe, **DO NOT** get in
- ❖ Always check for loose dirt, rocks, tools, etc. prior to entering a ditch or opening
- ❖ Use DOT guidelines when creating “Work Zones” in streets and roadways
- ❖ Should a natural gas line be damaged during excavations, call 911 immediately
- ❖ Personal protective equipment (safety glasses/hearing protection/safety vest/hard hats) shall be worn when deemed necessary by the task at hand; such as working with jack hammers, working in vehicular traffic, in the presence of flying debris, etc.
- ❖ Employees are recommended to have received the Hepatitis A / Hepatitis B vaccinations and have a current tetanus immunization
- ❖ When working with bench grinders wear required eye protection / ensure that the gap between the tool rest and the wheel is no more than 1/8 of an inch / ensure that the upper wheel tongue guard has a gap of no more than ¼ inch.

Street Department

- ❖ Personal protective equipment (safety glasses/hearing protection/safety vest/hard hats) **shall** be worn when deemed necessary by the task at hand; such as working in vehicular traffic, loading of brush truck, in the presence of flying debris or other hazards.
- ❖ Extra effort must be made to ensure employee safety when working in vehicular traffic.
- ❖ Personnel entering the street from Town vehicles must be aware of oncoming traffic.
- ❖ When there are two or more personnel on a truck, one should serve as a guide for the driver when backing the vehicle or when clearance is questionable.
- ❖ Be sure the driver/operator of trucks and equipment can see you at all times.
- ❖ Personnel should not exit a vehicle until it has come to a complete stop.
- ❖ Trucks **shall** be loaded so that brush or tree limbs do not hang from the side of the truck.
- ❖ Do not stand under objects being lifted or lowered.
- ❖ Use DOT guidelines when creating “Work Zones” in streets and roadways.
- ❖ Maintain all equipment assigned to the crew in proper working order.
- ❖ Do not operate equipment that you have not been trained to operate.
- ❖ When working with bench grinders wear required eye protection / ensure that the gap between the tool rest and the wheel is no more than 1/8 of an inch / ensure that the upper wheel tongue guard has a gap of no more than ¼ inch.

Landscaping Department

- ❖ Personal protective equipment (safety glasses/hearing protection/safety vest/hard hats) **shall** be worn when deemed necessary by the task at hand; such as working with weed eaters, lawnmowers, working in vehicular traffic, or in the presence of flying debris, etc.

- ❖ Employees **shall** receive training prior to operating any equipment.
- ❖ Be aware of your surroundings; people, topography, vehicles, other workers and equipment. Use extra caution when operating in congested areas. Watch for trip hazards, insect nest, poisonous plants, etc.
- ❖ Upon arriving at a job site and determining that the work cannot be done safely, endangering you or the general public, immediately contact your supervisor.
- ❖ Horseplay will not be tolerated.
- ❖ Report all injuries to your supervisor immediately.
- ❖ At no time will a passenger be allowed on a piece of equipment with the operator.
- ❖ Repairs to equipment will only be done by qualified personnel.
- ❖ When working with bench grinders wear required eye protection / ensure that the gap between the tool rest and the wheel is no more than 1/8 of an inch / ensure that the upper wheel tongue guard has a gap of no more than 1/4 inch.

Parks and Recreation

- ❖ All employees **shall** receive training and instruction in safe work practices as related to the employee's job assignment and responsibilities. Employees should receive some form of safety related training monthly.
- ❖ All training must be documented.
- ❖ All containers of materials used in the workplace **shall** be labeled, indicating the contents and content hazards, per OSHA guidelines.
- ❖ Safety Data Sheet inventory **SHALL** be kept current.
- ❖ Whenever buildings are occupied, ALL EXITS must be unlocked and accessible.
- ❖ Safety related equipment **shall** be inspected at least monthly i.e. chlorine exhaust fan, emergency lighting, EXIT lights, and fire extinguishers. Inspection must be documented.
- ❖ Good housekeeping practices must be followed to ensure the safety of the general public as well as employees.
- ❖ All employees **shall** receive annual training in following areas:
 - Hazard Communications
 - Bloodborne Pathogens
- ❖ Drawers from desks and file cabinets should never be left open.
- ❖ Never use electrical extension cords.
- ❖ Ensure all electrical appliances, tools and office machines are properly grounded.
- ❖ No **Horseplay** while on duty.
- ❖ Access to fire extinguishers **shall** not to be blocked or impeded in any way.
- ❖ Fire extinguishers **shall** be inspected monthly and inspection must be documented.
- ❖ EXIT pathways must be maintain and not compromised in any way.
- ❖ LIFT with your LEGS, not your BACK.
- ❖ Use hand rails when ascending and descending ladders and stairs.
- ❖ Always be aware of impending weather conditions
- ❖ Become familiar with your work area and building.
- ❖ Pay attention to the location of EXITS, fire extinguishers and fire alarm pull stations.

❖ CAN YOU FIND YOUR WAY OUT OF THE BUILDING BLINDFOLDED???

Workplace Violence

- ❖ Be prepared / Plan your actions before an incident happens
 - Who is in the building besides you?
 - Where are the EXITS?
 - Where are my hiding places?
 - What can I use for a weapon?
- ❖ Practice situational awareness Be aware of your surroundings and the people around you
- ❖ Be aware of suspicious or agitated person(s)
- ❖ Immediately call 911 to report suspicious person(s) or activities
- ❖ Review your Emergency Action Plan regularly
- ❖ Stay calm
- ❖ Remember: RUN – HIDE – FIGHT

Wastewater Treatment Facility

- ❖ Employees shall be provided the opportunity to receive the Combo-Immunization which vaccinates against Hepatitis A and Hepatitis B; the tetanus immunization shall also be provided to Wastewater employees.
- ❖ All employees shall receive annual training in following areas:
 - Hazard Communications
 - Process Safety Management
 - Bloodborne Pathogens
 - Chlorine / Hydrogen Sulfide safety
 - Confined Space Operations
 - Lock-Out / Tag-Out Procedures
- ❖ Written programs and procedures **SHALL** be in place to address the above listed operations. All training shall be documented.
- ❖ Never do anything that is unsafe in order to get the job done. If a job is unsafe, report it to your Supervisor, Department Head or Safety Director. Short cuts on the job only led to employee accidents and injuries. We will find a way to complete the job safely.
- ❖ No employee should attempt to perform a task which he/she has not been properly trained to perform. Ask for assistance.
- ❖ LIFT with your legs, NOT your back.
- ❖ Confined space operations present unique and highly dangerous risks to employees. Operations in confine spaces must follow proper procedures to ensure employee safety.
- ❖ Good housekeeping practices must be followed at all times to prevent tripping hazards and the collection of combustibles around the facility.
- ❖ Cranes and other lifting equipment **SHALL** meet OSHA inspection requirements.
- ❖ Machine guards **MUST** be maintained in proper working order to prevent injuries.
- ❖ Loose clothing, long hair and jewelry should not be worn around moving equipment such as chain driven equipment, motor couplings and pulleys.
- ❖ Be aware of hazards presented by moving equipment such chains, motor couplings and mechanical gears.
- ❖ When checking pump motors keep hands free from shafts and gears.

- ❖ Use handrails when traveling up and down stairs.
- ❖ All spills and trip hazards on walking surfaces should be cleaned immediately.
- ❖ Personal protective equipment (safety glasses/hearing protection/safety vest/hard hats) shall be worn when deemed necessary by the task at hand; such as working with weed eaters, lawnmowers, working in vehicular traffic, in the presence of flying debris, etc.
- ❖ All safety devices such as automatic kill switches, machine guards, warning alarms, warning signage or other safety related devices shall be maintained in good working order and shall not be tampered with, disengaged or by-passed for any reason.
- ❖ Observe and follow all lab safety rules and guidelines.
- ❖ If at all possible, never work alone. At the very least make sure your supervisor knows your location, the task at hand and an estimated completion time.
- ❖ All employees shall be familiar with the Process Safety Management Program for their assigned facility.
- ❖ When working with bench grinders wear required eye protection / ensure that the gap between the tool rest and the wheel is no more than 1/8 of an inch / ensure that the upper wheel tongue guard has a gap of no more than 1/4 inch.

Water Treatment Facility

- ❖ All employees shall receive annual training in following areas:
 - Hazard Communications
 - Process Safety Management
 - Chlorine
 - Confined Space Operations
 - Lock-Out / Tag-Out Procedures
- ❖ Written programs and procedures **SHALL** be in place to address the above listed operations. All training shall be documented.
- ❖ Never do anything that is unsafe in order to get the job done. If a job is unsafe, report it to your Supervisor, Department Head or Safety Director. Short cuts on the job only led to employee accidents and injuries. We will find a way to complete the job safely.
- ❖ No employee should attempt to perform a task which he/she has not been properly trained to perform. Ask for assistance.
- ❖ LIFT with your legs, NOT your back.
- ❖ Confined space operations present unique and highly dangerous risks to employees. Operations in confine spaces must follow proper procedures to ensure employee safety.
- ❖ Good housekeeping practices must be followed at all times to prevent tripping hazards and the collection of combustibles around the facility.
- ❖ Cranes and other lifting equipment **SHALL** meet OSHA inspection requirements.
- ❖ Machine guards **MUST** be maintained in proper working order to prevent injuries.
- ❖ Loose clothing, long hair and jewelry should not be worn around moving equipment such as chain driven equipment, motor couplings and pulleys.
- ❖ Be aware of hazards presented by moving equipment such chains, motor couplings and mechanical gears.
- ❖ When checking pump motors keep hands free from shafts and gears.
- ❖ Use handrails when traveling up and down stairs
- ❖ All spills and trip hazards on walking surfaces should be cleaned immediately.
- ❖ Personal protective equipment (safety glasses/hearing protection/safety vest/hard hats) shall be worn when deemed necessary by the task at hand; such as working with weed eaters, lawnmowers, working in vehicular traffic, in the presence of flying debris, etc.

- ❖ All safety devices such as automatic kill switches, machine guards, warning alarms, warning signage or other safety related devices shall be maintained in good working order and shall not be tampered with, disengaged or by-passed for any reason.
- ❖ Observe and follow all lab safety rules and guidelines.
- ❖ If at all possible, never work alone. At the very least make sure your supervisor knows your location, the task at hand and an estimated completion time.
- ❖ All employees shall be familiar with the Process Safety Management Program for their assigned facility.
- ❖ When working with bench grinders wear required eye protection / ensure that the gap between the tool rest and the wheel is no more than 1/8 of an inch / ensure that the upper wheel tongue guard has a gap of no more than 1/4 inch.

SAFETY TRAINING AND EDUCATION

Safety Training

Training is an essential part of our plan to provide a safe work place for all Town of Valdese employees. The Department Head shall insure that all employees are trained *before* they start a task or operate a piece of equipment or tool.

It is the Department Head's responsibility to see that each new employee receives an initial orientation based on their job functions, and receives all training required by the Occupational Safety and Health Administration to perform in the employee's assigned area or assigned task safely; and that all training has been documented in the employee's file. Documentation shall include an outline and materials list of topics covered during the employee's training. Documentation should also contain the signature of the person providing the training and the employee who received the training.

The Department Head **shall** provide employee safety training on a monthly basis, preferably weekly for high risk operations.

Examples of training programs are listed by Town Department on the following pages: Although not all of the training is mandatory, each subject plays an important role in keeping our employees safe and creating a safe working environment for all. Department Heads are encouraged to use the North Carolina League of Municipalities web-based safety training program, **Safety Catch**.

Please keep in mind that the following list is not all inclusive of training requirements for the various departments. Many departments have specialized training that employees must complete due to the nature of the department's operations and assigned tasks.

Administration (includes Town Hall, Community Affairs, Triple Community Water Office
And all employees who perform strictly administrative tasks)

- ❖ Workplace Violence / Active Shooter
- ❖ Back Safety / Proper Lifting Techniques
- ❖ Bloodborne Pathogens
- ❖ Emergency Evacuation and Egress Safety
- ❖ Drug Free Workplace
- ❖ Disaster Preparedness
- ❖ Fire prevention
- ❖ Hazard Communications (if applicable)
- ❖ General Office Safety
- ❖ Employee Safety Awareness
- ❖ First Aid / CPR

Fire Department

- ❖ Back Safety / Proper Lifting Techniques
- ❖ Workplace Violence / Active Shooter
- ❖ Confined Space Operations
- ❖ Trenching Operations
- ❖ Defensive Driving
- ❖ Drug Free Workplace
- ❖ Ladder Safety
- ❖ Fall Protection
- ❖ Electrical safety
- ❖ Lockout / Tag Out Operations
- ❖ Hazardous Materials Operations
- ❖ Hazard Communications
- ❖ Personal Protective Equipment (PPE)
- ❖ Respiratory Protection
- ❖ Bloodborne Pathogens

Police Department

- ❖ Bloodborne Pathogens
- ❖ Defensive Driving
- ❖ Hazard Communications
- ❖ Hazardous Materials
- ❖ Fire Prevention
- ❖ Personal Protective Equipment (PPE)
- ❖ Workplace Violence
- ❖ Back Safety / Proper Lifting Techniques

Indicates OSHA Required Training

Public Works

- ❖ Bloodborne Pathogens
- ❖ Confined Space Operations
- ❖ Trenching and Excavation Operations
- ❖ Hazard Communications
- ❖ Drug Free Workplace
- ❖ Workplace Violence / Active Shooter
- ❖ Fall Protection
- ❖ Lockout / Tag Out
- ❖ Electrical Safety
- ❖ Arc Flash Safety
- ❖ Personal Protective Equipment (PPE)
- ❖ Fire Prevention
- ❖ Flagger Safety
- ❖ Welding Safety
- ❖ Back Safety / Proper Lifting Techniques

Parks and Recreation Department

- ❖ Aquatic Safety
- ❖ Back Safety / Proper Lifting Techniques
- ❖ Bloodborne Pathogens
- ❖ Emergency Evacuation and Egress
- ❖ Hazard Communications
- ❖ Personal Protective Equipment (PPE)
- ❖ First Aid / CPR
- ❖ Workplace Violence / Active Shooter

Water / Wastewater / Utilities

- ❖ Bloodborne Pathogens
- ❖ Process Safety Management
- ❖ Arc Flash Safety
- ❖ Lockout / Tag Out
- ❖ Electrical Safety
- ❖ Confine Space Operations

- ❖ Defensive Driving
- ❖ Emergency and Disaster Preparedness
- ❖ Hazard Communications
- ❖ Sulfur Dioxide / Chlorine Safety
- ❖ Personal Protective Equipment (PPE)
- ❖ Fire Prevention
- ❖ Fall Protection
- ❖ Ladder Safety
- ❖ First Aid / CPR

Indicates OSHA Required Training

Town of Valdese – Contact Numbers

To Report an Emergency – Dial 911

If calling from a Town facility telephone (landline) you must dial 9-911

Community Affairs	-	879-2129
Fire Department	-	879-2103
Police Department	-	879-2100
Public Works	-	879-2128
Recreation Center	-	879-2132
Town Hall	-	879-2120
Triple Community Water	-	874-2051
Waste Water Department	-	879-2131
Water Department	-	879-2127

Address Information

Town of Valdese
Post Office Box 339
Valdese, North Carolina 28690

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the TOWN OF VALDESE (“Town”) and VALDESE WATER RECYCLING, LLC (“Recycling”) as of the ____ day of _____, 2018. The purpose of this MOU is to reflect the understanding and intent of the parties and to provide a general description of the activities and transactions necessary to achieve the purposes and goals of the Project described below.

- 1.0 Introduction. The project (“Project”) is a number of activities to be undertaken by the Town and Recycling to achieve the goals and objectives described below involving a 6.18 tract of land (“the Land”) located in the central business district of the Town located on the west side of Praley Street formerly owned and occupied by Alba-Waldensian, Inc., a textile manufacturing company employing up to 750 persons with a company history beginning in 1901. Alba-Waldensian, Inc. ended textile manufacturing and eventually sold the property in 2004. The property was used for warehousing for a few years and then became and remains vacant. The buildings and grounds have deteriorated and are in dilapidated condition.

- 2.0 Description of Project area. The Project area boundary is located within the central business district of the Town. The Land is composed of two parcels of land with a total land area of 6.18 acres. A 3.16-acre parcel (“3.16 Acre Parcel”) has located upon it an industrial building and other improvements, a private alley known as Arnaud Alley, and a main line of Norfolk Southern Railway. A 3.32-acre parcel (“3.32 Acre Parcel”) adjoining the 3.16 Acre Parcel has located on it part of the Norfolk Southern Railway main line, abandoned buildings and facilities which were fuel oil facilities for the Alba-Waldensian manufacturing plants, a Duke Energy electric substation facility, an abandoned street known as Spring Avenue or Street, and dense vegetative growth. The two parcels are shown and described on a plat of a survey for recycling recorded in Plat Book 45 at Page 236 in the Burke County Register of Deeds office (the “Survey Plat”). Properties surrounding the Project area are industrial, commercial and public utility parcels and the Rora Avenue S.W. public housing development owned by the Valdese Housing Authority. The Project area is zoned M-1 General Manufacturing.

- 3.0 Goals and Objectives of the Project.
 - 3.1 The Project goals are, among other things: economic development; clearance of a dilapidated building and redevelopment of the 3.16 Acre Parcel of the Land upon which the dilapidated industrial building is located; acquisition by the Town of that paved alley referred to and shown as Arnaud Alley on the Survey Plat and a portion of the 3.16 Acre Parcel located east of the western line of that parcel, which land to be acquired by the Town is shown within the heavy dashed markings on the copy of the Survey Plat attached to this MOU as Attachment 12.01; creation of jobs for persons of low and moderate income; addition to the tax base of the Town and Burke County; improvement of the central business district of the Town; the addition of public roads to the Town street system; the improvement of access for public safety functions of the Town; and providing for additional parking needs of properties in the vicinity of the Project.

3.2 The objectives of the Project are set forth in general terms in the following paragraphs.

4.0 Town Obligations.

- 4.1 The Town shall apply for a Community Development Block Grant (“CDBG”) from the North Carolina Department of Commerce in the amount of \$500,000.00 (the “CDGB Funds”) for use in performing the Project. The CDGB Funds together with the Recycling Funds required as grant matching funds as described in Paragraph 5.3 of this MOU constitute the funds (the “Project Fund”) available for payment of the costs of the Project incurred by the Town.
- 4.2 The Town may obtain as part of the Project cost such legal, surveying, engineering, geotechnical, and environmental assessment services as it may deem appropriate, and shall obtain as part of the Project cost such governmental permits and approvals as are required for demolition and disposal of the improvements located on the 3.16 Acre Parcel.
- 4.3 The Town shall work with and through the Western Piedmont Council of Governments for administrative assistance, advice, Project planning and development, and obtaining Project financing.
- 4.4 The Town shall contract for and pay from the Project Fund the costs of the demolition and disposal of the improvements acquired by it located on the 3.16 Acre Parcel and any necessary remediation and/or abatement of environmental conditions as part of the Project cost. The Town will advertise for and receive bids for such work as required by law. The Town will not accept a bid for nor enter into such contract until it has received the Recycling Funds.

5.0 Recycling Obligations.

- 5.1 Recycling shall, immediately upon execution of this MOU, provide the Town with access to and copies of all survey plats, deeds, title insurance policies, environmental assessments, asbestos investigations, and geotechnical reports regarding the Land which it has. Recycling shall also provide the Town with access to and copies of plans and specifications for the industrial building located on the 3.16 Acre Parcel which it may have and above ground and underground utility installation information, and other records, documents, and information relating to existing conditions of the 3.16 Acre Parcel and the improvements thereon and thereunder.
- 5.2 At least 60 days prior to the Town entering into the demolition contract as provided in Paragraph 4.4, Recycling shall provide the Town with a written plan for redevelopment of the 3.16 Acre Parcel, including, but not limited to, engineering and architectural plans, drawings, and specifications, a time schedule for redevelopment activities, financing for the redevelopment, environmental impact of the redevelopment, employment opportunities for persons of low and moderate income, estimated property tax generated by the redevelopment, traffic impact of receiving and disposing of industrial wastewater, and the method of disposing of treated wastewater and residual matter removed from the wastewater.
- 5.3 Recycling shall pay to and deposit with the Town the sum of \$246,000.00 (the “Recycling Funds”) by official bank check or wire transfer for use by the Town in meeting local matching funding requirements for the CDBG grant and for paying for the Project costs incurred by the Town. Recycling shall pay the Recycling Funds to the Town at least 24 hours prior to the Town considering or accepting bids for the work described in Paragraph 4.4 of

this MOU. The initial Project budget will be \$746,000 and the Project Fund shall consist of the CDBG Funds plus the Recycling Funds. Project costs shall be reimbursed to the Town at the rate of 25% from Recycling funds deposited with the Town and 75% from CDBG grant funds. As permitted by the grant management requirements and applicable law, and in the event that the final Project costs do not exhaust the budgeted funds, 25% of any remaining Recycling Funds not expended for the Project shall be refunded to Recycling. Recycling shall be responsible for payment of any and all Project costs in excess of the initial Project budget.

- 5.4 Recycling shall preform all requirements of the CDBG grant agreement which are applicable to it.
- 5.5 Recycling shall sever the improvements on the 3.16 Acre Parcel from the land and shall convey all improvements located on that parcel to the Town free and clear of all liens and encumbrances.
- 5.6 Recycling represents to the Town that it has caused a Phase I Environmental Site Assessment of both the 3.16 Acre Parcel and the 3.32 Acre Parcel and an Asbestos Containing Materials Investigation and Assessment of the structures located on the 3.16 Acre Parcel. Recycling shall provide copies of the reports of the environmental site assessment and the asbestos containing materials investigation and assessment to the Town immediately upon execution of this MOU.
- 5.7 Recycling shall at its own cost, have a survey performed of the Arnaud Alley parcel and the *parcel along the western line of the 3.16 Acre Parcel as described in Paragraph 3.1 and Attachment 12.01* of this MOU and a plat of the survey recorded in the office of the Burke County register of Deeds. Recycling will convey those portions of the 3.16 Acre Parcel so surveyed to the Town for the sum of one dollar by general warranty deed free and clear of all claims and encumbrances except for any private access rights of record.
- 5.8 Recycling shall enter into a ground lease with the Town of the 3.16 Acre Parcel for a period of one year for the sum of one dollar and shall execute a memorandum of the lease for recording in the office of the Register of Deeds of Burke County.
- 5.9 The performance of Recycling's obligations under Paragraphs 5.5, 5.7, 5.58, 5.11 and 5.12 shall occur on a date agreed to by the parties at least 60 days prior to the Town entering into the demolition contract described in Paragraph 4.4.
- 5.10 Recycling shall begin substantial construction of its water treatment facility no later than 90 days after receiving a notice to proceed from the Town and shall complete construction and begin operation of the facility no later than 18 months following the beginning of construction.
- 5.11 Recycling shall execute and record a covenant that it will not change the use of the 3.16 acre tract for a period of 5 years following completion of construction of the facility.
- 5.12 Recycling shall provide the Town with a bond executed by Recycling and a surety company securing the performance of Recycling's Obligations and the continued operation of Recycling's water treatment facility on the 3.16 Acre Parcel for a period of 5 years following completion of construction of the facility.

6.0 Project Conditions and Assurances.

6.1 Performance of the Town Obligations is expressly conditioned upon the occurrence of all of the following:

- 6.1.1 Approval of the Project and this Memorandum by Town Council;
- 6.1.2 Award of a CDBG grant in the amount of \$500,000.00 by the North Carolina Department of commerce;
- 6.1.3 Approvals, if any are required by law, of the North Carolina Department of Natural and Cultural resources regarding the historic matters;
- 6.1.4 Title to the Land and improvements thereon being owned by Recycling free and clear of liens and any easements or restrictions which would interfere substantially with the Project;
- 6.1.5 Reports of title examinations, surveys, environmental and asbestos investigations assessments, geotechnical investigations, surveys and cost estimates of demolition and disposal of the 3.16 Acre Parcel structures being acceptable to the Town;
- 6.1.6 Performance of all of Recycling Obligations satisfactory to the Town;
- 6.1.7 Receipt of the \$246,000.00 sum required by Paragraph 5.3;
- 6.1.8 Receipt of the surety bond required by paragraph 5.8 of this Memorandum.
- 6.1.9 Receipt by Town of an opinion of legal counsel to Recycling that Recycling is an entity in good standing and that those acting on its behalf have the authority to execute and perform all agreements, contracts, and obligations of Recycling.

7.0 Project Time Schedule.

- 7.1 The Town shall apply for the CDBG grant no later than June 1,2018.
- 7.2 A favorable decision by the North Carolina Department of Commerce awarding the CDBG grant must be received on or before November 1, 2018.
- 7.3 If the CDBG grant is approved, grant funds will be received by the Town on a reimbursement basis at the rate of 75% of the eligible cost items. The remaining 25% of cost items shall be paid to the Town from the Recycling Funds.

8.0 Monitoring, Auditing, and Public Records Status.

- 8.1 The Town, the North Carolina Department of Commerce, the United States Department of Housing and Urban Development, and other state and federal authorities shall have the right to monitor and access the books and records of the Town and Recycling for purposes of determining compliance with legal requirements and CDBG grant terms and conditions.
- 8.2 Recycling understands that the Town is required by law to undergo an annual independent audit and may be audited by the North Carolina Local Government Commission and the North Carolina State Auditor, and Recycling agrees that the books and records of Recycling as they relate to this MOU shall be accessible to those auditors.
- 8.3 The Town and Recycling understand and agree that, except for records which are by law made confidential, all records relating to the Project are public records under North Carolina law and are subject to inspection and copying.

9.0 Termination of MOU.

9.1 This MOU shall automatically and immediately terminate if the CDBG grant contemplated for the Project is not awarded to the Town.

9.2 Once any amount of CDBG grant funds have been expended (reimbursed to the Town) neither party may terminate this MOU.

10.0 Contacts and Notices.

10.1 The persons to contact and their contact information regarding this MOU are:

10.1.1 As to the Town:

Seth Eckard, Town Manager
Town of Valdese
P.O. Box 339
Valdese NC 28690
828-879-2116
seckard@valdesenc.gov

10.1.2 As to Recycling:

Henry Derr Leonhardt, II
3208 Twin Leaf Drive
Raleigh, NC 27613

10.2 Notices given in connection with this MOU shall be in writing and, if routine, may be sent by facsimile, email, or first-class U.S. Postal Service mail, but if not routine, shall be hand delivered, sent by certified mail, return receipt requested, or by overnight courier.

11.0 Legal Status of MOU. This MOU is intended to memorialize the current understanding between the parties regarding the basic scope and structure of the Project. It is not intended as, and shall not be considered, a binding obligation of either party, but rather a commitment to continue to work diligently and in good faith toward the goals and objectives outlined herein. If the Project proceeds to a state of being achievable, definitive agreements and documentation will be negotiated and executed by the parties and a final transaction closing date and time will be set.

12.0 Attachments.

12.01 Survey Plat recorded in Plat Book 45 at Page 236 of the Burke County Registry.

12.02 Existing Conditions Photographs.

12.03 Town Zoning Map of project Area.

12.04 Recycling Preliminary Redevelopment Site Plan.

IN WITNESS WHEREOF, the Town has caused this Memorandum to be executed by its Mayor and recycling has caused this Memorandum to be executed by its Member and Manager, all by authority duly give, as of the day and year first above written.

TOWN OF VALDESE

VADESE WATER RECYCLING, LLC

By: _____

By: _____

Mayor

Member and Manager

TOWN OF VALDESE
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
NOTICE OF SECOND PUBLIC HEARING

The Town of Valdese is holding a public hearing to discuss a Community Development Block Grant (CDBG) Economic Development grant request to be submitted to the North Carolina Department of Commerce. The request is for a \$500,000 economic development demolition grant to remove the old Alba Waldensian plant located at 408 Praley Street, SW, Valdese, North Carolina.

The Public Hearing will be held before the Valdese Town Council on Monday, April 2, 2018, at 6:00 p.m., Valdese Town Hall Council Chambers located at 102 Massel Avenue, SW, Valdese, North Carolina. Attendance is encouraged at this Public Hearing to discuss the CDBG program.

The Town of Valdese holds all public meetings in accessible rooms. Special requests for accommodations should be submitted by individuals at least 48 hours before the scheduled meeting time. Contact Thelda Rhoney, Town Clerk at 828 879-2120 or TDD 711 for additional information.

This information is available in Spanish or any other language upon request. Please contact Courtney Kennedy at 828 879-2120 or at P.O. Box 339 (mailing) 102 Massel Avenue, SW, Valdese, NC 28690 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Courtney Kennedy al 828 879-2120 o en Valdese de alojamiento para esta solicitud.

Publish: March 21, 2018

Affidavit Required.
Non-legal block ad.
Fair Housing and HUD logos.

**RESOLUTION
TOWN OF VALDESE
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION
ALBA WALDENSIAN BUILDING DEMOLITION PROJECT**

WHEREAS, the Valdese Town Council has previously indicated its desire to assist in economic development efforts within the Town; and,

WHEREAS, the Valdese Town Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Valdese Water Recycling, LLC; and,

WHEREAS, the Valdese Town Council wishes the Town to pursue a formal application for Community Development Block Grant funding to benefit Valdese Water Recycling, LLC; and will require the property owner to invest monies totaling 25% of the project costs into the project as committed to in the application.

WHEREAS, the Valdese Town Council certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program,

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

That Seth Eckard, Town Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the Town of Valdese with The NC Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit Valdese Water Recycling, LLC.

That Seth Eckard, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as The NC Department of Commerce 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 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 the grants pertaining thereto.

Adopted this the 7th day of May, 2018 at Valdese, North Carolina.

Susan T. Stevenson, Mayor Pro Tem

ATTEST:

Frances Hildebran, Clerk to the Board

Town of Valdese
Neighborhood Revitalization (NC Neighborhood) Program
Notice of First Public Hearing

The Town of Valdese is holding a Public Hearing in order to receive citizen input in the development of Community Development Block Grant (CDBG) applications for the upcoming year. CDBG funds may be used for a variety of different activities including: Neighborhood Revitalization (NC Neighborhood), Economic Development (ED), and Demolition projects. Applications are to be submitted to the North Carolina Department of Commerce. Programs are designed to provide grants to local unit of governments for housing, housing related activities, and public facilities that support housing activities for low-to-moderate-income persons, job creation or the elimination of slum and blighted conditions.

The Public Hearing will be held before the Valdese Town Council on Monday, May 7, 2018 at 6:00 p.m., Valdese Town Hall Council Chambers located at 102 Massel Avenue SW, Valdese, North Carolina. Any interested citizens are encouraged to attend this Public Hearing.

The Town of Valdese holds all public meetings in accessible rooms. Special requests for accommodations should be submitted by individuals at least 48 hours before the scheduled meeting time. Contact Courtney Kennedy, Town Clerk at 828 879-2120 or TDD 1-800-735-2962 for additional information.

This information is available in Spanish or any other language upon request. Please contact Lisa Helton at 828-485-4281 or WPCOG, 1880 2nd Ave., NW, Hickory, NC (PO Box 9026, Hickory, NC 28603) for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma a pedido. Comuníquese con Lisa Helton al 828-485-4281 o WPCOG, 1880 2nd Ave., NW, Hickory, NC (PO Box 9026, Hickory, NC 28603) para obtener los arreglos necesarios para esta solicitud.

Publish: April 25, 2018

Affidavit Required.
Non-legal block ad.
Fair Housing and HUD logos.

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____ 2018, by and between the **Town of Valdese** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the PROJECT entitled **Town of Valdese Water Plant Upgrades – MCC Raw & Finish Water**, which generally consists of the design and construction of the replacement of 40+ year old unrepairable Motor Control Centers (MCCs) at the Raw Water and Finished Water Pump Stations at the Valdese Water Treatment Plant. The project would include the demolition of the existing 4160V MCCs at both pump stations and the 480V MCC at the raw water pump station with new 4160V MCCs and a new 480V MCC to be installed at the raw water pump station. The project will install new motor feeders and other controls and associated accessories as needed.

WHEREAS, the ENGINEER desires to provide professional services in accordance with this Agreement. Financial assistance for this project is to be provided by the North Carolina Department of Environmental Quality, Division of Water Infrastructure (DWI) (hereinafter referred to as “Agency”).

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.

- 1.3 The ENGINEER shall obtain and furnish, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain written authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

ENGINEER shall provide the Basic Services set forth herein. ENGINEER'S Basic Services are identified herein. Services not set forth as Basic Services are considered Additional Services. OWNER shall not be responsible for any Additional Services unless they are mutually agreed to in writing by the OWNER and ENGINEER. Additional Services are not included as Basic Services and, thus, shall be paid for by the OWNER in addition to payment for Basic Services. ENGINEER's Standard Hourly Rates Schedule for additional services is included hereto as Attachment A and incorporated herein by reference as if fully set forth herein.

ENGINEER shall perform the following services under this contract:

2.1 ENGINEERING REPORT PHASE

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.1.2 Review operating reports and data furnished by the City.
- 2.1.3 Prepare an Engineering Report in accordance with guidance prepared by the Division of Water Infrastructure (DWI) as required to maintain eligibility for funding through the State Reserve Program (SRP). This work shall include following:
 - a. Identify and evaluate existing facility components related to the project.
 - b. Perform an alternatives analysis in accordance with DWI guidance.
 - c. Prepare opinions of probable construction costs, operations and maintenance costs, and present worth analysis for each alternative.

- d. Update the project cost estimate provided in the funding application.
 - e. Prepare the Financial Analysis for the selected alternative.
 - f. Conduct a planning session with the OWNER to review findings and proposed improvements.
 - g. Prepare the Engineering Report in accordance with DWI guidance.
 - h. Submit the draft Engineering Report to Town staff for review and comment.
 - i. Incorporate comments from Town staff and then submit the Engineering Report to DWI for review.
 - j. Respond to DWI comments and modify documents as necessary to assist in obtaining approvals.
- 2.1.4 Prepare a conceptual site plan showing the proposed improvements and other pertinent features.

2.2 DESIGN PHASE

- 2.2.1 Perform a site investigation of existing conditions at the water treatment plant.
- 2.2.2 Coordinate and participate in discussions with Town's designated representative regarding specific project objectives.
- 2.2.3 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, and coordination for all construction sequencing of the project as determined in the designated representative. Include all documentation related to the SRP funding requirements.
- 2.2.4 Review all of the design documents as described above with the OWNER for comments and approval throughout the design process. ENGINEER will provide a preliminary and final set of construction documents for review.
- 2.2.5 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof, such as public easements and rights-of-way, sedimentation and erosion control plans, water and sewer system, funding agencies, etc..
- 2.2.6 Coordinate the provision of any subsurface or structural investigations or other types of testing and analysis needed for proper design. Actual performance of the investigations shall be provided as Additional Services in Section 3.
- 2.2.7 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate based on the final design documents.
- 2.2.8 Furnish copies of the final design documents as required to accomplish the design phase.

- 2.2.9 Prepare final drawings and specifications showing the scope, extent and character of the work to be performed and furnished by Contractor.

2.3 Bidding and Awarding Phase:

ENGINEER shall:

- 2.3.1 Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel and other advisors, as appropriate, and assist OWNER in the preparation of other related documents. Submit copies of the Bidding Document and a revised opinion of probable construction cost to OWNER.
- 2.3.2 Prepare the advertisement for bids for the Owner to place in newspapers of local circulation.
- 2.3.3 Maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process Contractor deposits for accessing the Bidding Documents.
- 2.3.4 Issue addenda as appropriate to clarify, correct or change the Bidding documents.
- 2.3.5 Consult with Owner as to the acceptability and responsibility of contractors, subcontractors, vendors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the bidding documents.
- 2.3.6 Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the project or fails to comply with applicable codes.
- 2.3.7 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposal in assembling and awarding contracts for the project
- 2.3.8 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.9 Conduct a preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project. Prepare and distribute minutes of the preconstruction conference to all parties.

2.4 Construction Observation/Construction Administration Phase:

During the active construction phase, ENGINEER shall:

- 2.4.1 Verify that all work and materials are being used and performed in accordance with approved plans and specifications and that all work on the project is being completed according to the plans and specifications.

- 2.4.2 Regularly assess the progress of the project and shall update OWNER monthly of the progress of the work on the project.
- 2.4.3 Issue all instructions from OWNER to the contractors, prepare routine change orders, and act as an interpreter of the requirements of the contract documents and judge of the quality and efficiency of the work being performed by the contractors.
- 2.4.4 Manage payment requests from the contractors to OWNER and recommend the amounts that the contractors are to be paid upon their request for payment.
- 2.4.5 Provide a Construction Field Representative (CFR) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s), and disapprove or reject any work failing to conform to the Contract Documents. As part of this contract, field observation will be provided on a part-time basis, while work is ongoing, by a CFR for the duration of the original construction contract time. In addition to the CFR visits, the Engineer anticipates a monthly site visit during active construction activities for up to a six (6) month period. Field visits by the Engineer shall be limited to dates corresponding to scheduled construction progress meetings as described in Section 2.4.
- 2.4.6 Provide a Construction Administrator (CA) to oversee the activities of the CFR, and coordinate administrative and managerial tasks related to the project's construction phase.
- 2.4.7 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.4.8 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
- 2.4.9 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.
- 2.4.10 Respond to requests to modify project conditions, or citizen complaints about work completed or in progress during active construction.

- 2.4.11 Prepare for the OWNER two (2) sets of full-size paper record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor. Provide OWNER with a full set of record drawings on CD in pdf format.
- 2.4.12 Prepare final engineering certifications required by State and/or local regulatory agencies.
- 2.4.13 Provide or make available all project files and information to effect project close-out.

2.5 Post Construction Phase:

ENGINEER shall:

- 2.5.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon. Only one (1) solicitation of bidding is included. Multiple solicitations for bids or value engineering are not included in the scope.
- 3.4 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.6 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental evaluations necessary for the construction of the project.
- 3.7 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.
- 3.8 Providing services for administration of other agency funds, including, but not limited to Davis Bacon Act employee interviews and funds from other funding agencies.
- 3.9 Coordinate the provision of documents necessary to assist the OWNER in obtaining any right-of-way easements or encroachment agreements from public bodies, entities or persons necessary for satisfactory construction of the project.
- 3.10 Prepare easement maps for use by the OWNER in acquiring right-of-way easements from private property owners required to install the proposed sewer lines.

- 3.11 Providing construction phase and construction progress meeting phase services that extend beyond the timeframe specified above.
- 3.12 Providing report phase services relating to the preparation of an Environmental Information Document (EID) that is related to the project's ER.
- 3.13 Providing report phase services relating to the preparation of an Environmental Document that is associated with any other funding agency's requirements.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to his requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Pay for all reasonable costs incident to obtaining bids or proposals from Contractors.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.10 Furnish copies of all approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.

- 4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

PAYMENT FOR BASIC SERVICES

- 6.1.2 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fees:

<u>Engineering Report Phase</u>	Lump Sum, amount of: \$10,000.00
<u>Design Phase</u>	Lump Sum, amount of: \$41,300.00
<u>Bidding & Award Phase</u>	Lump Sum, amount of: \$6,700.00
<u>Construction Phase</u>	Lump Sum, amount of: \$40,000.00
<u>Post Construction Phase</u>	Hourly Basis per Basic Fee Schedule (Attachment A)
<u>Total Lump Sum Fee</u>	<u>\$98,000.00</u>

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

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

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

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

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

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

7.3 ESTIMATES

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

7.3.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) the ENGINEER will, with additional charge, modify the drawings and specifications as necessary to bring the Project construction cost within the cost limit. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.4 **INSURANCE AND CLAIMS**

7.4.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. **AUTOMOBILE LIABILITY** - Bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- B. **COMMERCIAL GENERAL LIABILITY** - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- C. **PROFESSIONAL LIABILITY** – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
- D. **WORKERS' COMPENSATION** – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits:

Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.5 SUCCESSORS AND ASSIGNS

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

7.6 IRAN DIVESTMENT ACT CERTIFICATION

ENGINEER certifies that, as of the date listed below, it is not on the Final Divestment List or the Iran Parent and Subsidiary Guidance List as created by the State Treasurer pursuant to NCGS 143C-6A-4. In compliance with the requirements of the Iran Divestment Act and NCGS 143C-6A-5(b), ENGINEER shall not utilize, in the performance of the contract, any subcontractor that is identified on the Final Divestment List or the Iran Parent and Subsidiary Guidance List.

7.7 ENTIRE AGREEMENT

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

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

McGILL ASSOCIATES, P.A.

By: _____
Douglas Chapman, PE
Principal – Hickory Office

(SEAL)

TOWN OF VALDESE

ATTEST: _____
Courtney Kennedy
Town Clerk

By: _____
Seth Eckard
Town Manager

PRE-AUDIT CERTIFICATION:

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

By: _____
Jerry LaMaster, Finance Officer
Town of Valdese

APPROVED AS TO LEGAL FORM:

By: _____

Marc Mitchell
Town Attorney

BASIC FEE SCHEDULE

September 2017

PROFESSIONAL FEES	Hourly Rate
Firm Principal	\$190.00
Program Services Manager I	\$150.00
Program Services Manager II	\$160.00
Senior Project Manager I	\$160.00
Senior Project Manager II	\$170.00
Senior Project Manager III	\$175.00
Project Manager I	\$140.00
Project Manager II	\$150.00
Project Engineer I	\$105.00
Project Engineer II	\$115.00
Project Engineer III	\$125.00
Engineering Associate I	\$ 85.00
Engineering Associate II	\$ 90.00
Engineering Technician I	\$ 80.00
Engineering Technician II	\$ 90.00
Engineering Technician III	\$100.00
Environmental Specialist I	\$ 80.00
Environmental Specialist II	\$ 90.00
Electrical Engineer I	\$105.00
Electrical Engineer II	\$115.00
Electrical Engineer III	\$125.00
Electrical Engineering Associate I	\$ 85.00
Electrical Engineering Associate II	\$ 90.00
Electrical Engineering Technician I	\$ 80.00
Electrical Engineering Technician II	\$ 90.00
Electrical Engineering Technician III	\$100.00
Mechanical Engineer I	\$105.00
Mechanical Engineer II	\$115.00
Mechanical Engineer III	\$125.00
Mechanical Engineering Associate I	\$ 85.00
Mechanical Engineering Associate II	\$ 90.00
Mechanical Engineering Technician I	\$ 80.00

Mechanical Engineering Technician II	\$ 90.00
Mechanical Engineering Technician III	\$100.00
CADD Operator I	\$ 75.00
CADD Operator II	\$ 80.00
CADD Operator III	\$ 85.00
Construction Services Manager I	\$120.00
Construction Services Manager II	\$135.00
Construction Administrator I	\$ 90.00
Construction Administrator II	\$100.00
Construction Administrator III	\$110.00
Construction Field Representative I	\$ 75.00
Construction Field Representative II	\$ 80.00
Construction Field Representative III	\$ 85.00
Construction Project Coordinator	\$ 75.00
Planner I	\$ 95.00
Planner II	\$110.00
Planner III	\$125.00
Planner IV	\$135.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 70.00
Survey Technician II	\$ 75.00
Survey Field Technician I	\$ 55.00
Survey Field Technician II	\$ 60.00
Survey Field Technician III	\$ 65.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 75.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

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

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the Town of Valdese (“Owner”) and West Consultants, PLLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2018 Water System Improvements (WIF 1933) (“Project”) consisting of replacing existing 14-inch, 12-inch, 6-inch, and 2-inch waterlines in the Eastwood Subdivision, along Hill Drive, Lakeview Acres Drive, and Logan Drive with approximately 6,070 LF of new 6-inch PVC waterline, 600 LF of new 12-inch PVC waterline, and 3,740 LF of new 2-inch PVC waterline. The existing water services will be reconnected to the new waterlines.

Also included is the installation of two altitude valves – one at the Logan Drive water storage tank, and one at the Drexel Road water storage tank. These altitude valves will allow these tanks to fill and shut off without personnel from the Town having to open and close valves.

Engineer’s Services under this Agreement are generally identified as follows:

Planning Phase:

1. Provide engineering report (ER) and an environmental information document (EID) in conformance with the requirements of the State funding program.

Design Phase:

1. Make engineering field surveys as are necessary in order to perform final design, computations, and contract drawings. This includes locating existing and planned utilities in the project area that are apparent (deed and title research is not included).
2. Prepare final design drawings, specifications, Engineer's quantity and cost estimate, and contract drawings in accordance with applicable regulations.
3. Coordinate and secure all necessary written approvals or permits from all affected local, State and Federal agencies and all affected utility companies that are apparent (deed and title research is not included).
4. Verify any existing public right-of-way in the project area and prepare the necessary plats for securing easements for any additional right-of-way needed.
5. Meet with Owner to discuss any needed changes.
6. Advise Owner of all dates for any meetings, bid opening date and pre-bid meeting.
7. Act for and on behalf of the Owner in advertising for bids in the local media; in making contact with bidders during the bidding interval and bid openings, in analyzing and comparing bids with the contract documents and Engineer's estimates, and recommending of the successful bidder or the rejection of all bids.

Construction Phase:

1. Conduct a preconstruction conference.

2. Review shop drawings and material submittals.
3. Review requests for change orders and prepare and issue any change orders upon approval of Owner.
4. Review all applications for payment submitted by Contractor and recommend to Owner appropriate payment amount based on observation of the Work.
5. Conduct final inspection with Owner and Contractor.
6. Prepare As-Built Drawings, based on data or drawings maintained by Contractor.
7. Attend periodic status meetings with Owner to report progress and discuss any issues.

The Engineer shall employ a qualified, competent construction observer on the project site during the construction phase of the plan implementation. The observation duties shall include, but not be limited to, the following:

1. Prepare observation reports containing all pertinent data as the Owner may require.
2. Verify to the Owner that all materials provided and workmanship performed is in apparent accordance with the Contract Documents.
3. Advise the Owner as to anything that happens outside of the normal construction procedures.

Loan Administration:

1. Prepare documents and correspond with funding agency representatives as may be required by funding agreements (excludes legal or professional accounting services).
2. Complete and submit periodic reimbursement forms.

Paragraph 7.02 “Additional Services” shall apply to the construction observation scope of services.

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: as required to be in compliance with funding agency schedules.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 6 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under

this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- ~~H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.~~
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum and Hourly Rates Plus Reimbursable Expenses*

- A. Planning, Design Phase, and Administration:

Using the procedures set forth in Paragraph 2.01, Owner shall compensate Engineer an amount not to exceed \$110,000.00, such amount being the total for all services identified herein, except for construction observation services.

Design	\$60,000.00
Land Surveying	10,000.00
Loan Administration	15,000.00
ER/EID Preparation	10,000.00
Construction Administration	<u>15,000.00</u>
Total	\$110,000.00

The portion of this amount that will be billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- B. Construction Observation:

Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Construction Observation services and reimbursable expenses is estimated to be \$20,000.00.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Town of Valdese _____

PO Box 339 _____

Valdese, NC 28690 _____

ENGINEER:

By: _____

Title: Principal _____

Date Signed: _____

Engineer License or Firm's Certificate
Number: _____ P-0210

State of: North Carolina

Address for giving notices:

West Consultants, PLLC _____

405 South Sterling Street _____

Morganton, NC 28655 _____



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Professional Engineer	\$90.00
Professional Engineer Construction Inspector	\$90.00
Staff Engineer	\$75.00
Survey Coordinator	\$75.00
Survey: 1-Man Fieldcrew	\$80.00
Survey: 2-Man Fieldcrew	\$100.00
Survey Technician	\$40.00
Construction Administrator	\$50.00
Construction Inspector	\$50.00
CAD Technician/Drafter	\$45.00
Engineer Technician	\$40.00
Clerical	\$40.00
Court Appearance	\$100 per hour with a minimum of \$200.00

RESOLUTION APPROVING SALE OF REAL PROPERTY
(A portion of Whisnant Street SE)

WHEREAS, Roger Neil Shatley (Shatley) offered to purchase from the Town of Valdese for the sum of \$61,490 that parcel containing approximately 4,114 square feet, which is identified as “Portion of Town of Valdese Property to be Recombined with PIN 2743346272” on that map prepared by West Consultants, PLLC titled, “Town of Valdese (Whisnant Street SE Relocation)”, which is on file at the Valdese Town Hall (the Map), together with that part of the adjoining parcel identified on the Map as “Portion of Whisnant Street SE to be Closed and Recombined” that is owned by the Town (both adjoining parcels are more particularly described in the attached Exhibit A and referred to as “the Property”); and

WHEREAS, at its April 2, 2018, regular meeting, the town council adopted a resolution proposing to accept Shatley’s offer; and

WHEREAS, the town council directed town representatives to publish notice of the Town’s intent to accept the offer and notice that any person could raise the bid as required by G.S. 160A-269, and that notice was published; and

WHEREAS, no upset bids were received and Shatley is the high bidder for the property; and

WHEREAS, the Town does not need the Property, and the Town therefore desires to accept the offer made by Shatley and sell the Property on the terms hereafter set forth;

IT IS THEREFORE RESOLVED pursuant to G.S. 160A-269 that the sale of the Property to Shatley for the sum of \$61,490 is approved. This sale shall be made subject to any and all existing easements, if any. The proper officers of the Town are authorized and directed to complete the closing of the sale of this Property and to execute and deliver to Shatley a deed for the Property upon receipt of the purchase price.

This resolution was adopted this 7th day of May, 2018.

Susan T. Stevenson, Mayor Pro Tem

ATTEST:

Town Clerk

(corporate seal)

EXHIBIT A

TRACT I: BEGINNING at a point located in the northeast corner of the Shatley property as described in that deed recorded in Book 960, page 42, Burke County Registry and running thence from said point of BEGINNING South 48° 05' 05" East 21.72 feet to a point; thence South 18° 57' 41" West 130.12 feet to a point; thence with the arc of a circular curve to the left having an arc length of 50.46 feet, a radius of 60.00 feet, a delta angle of 48° 11' 23", a chord bearing of South 43° 03' 22" West and a chord length of 48.99 feet to a rebar set in the east margin of the Shatley property as described in that deed recorded in Book 960, page 42, Burke County Registry; thence with the east margin of said Shatley line North 18° 57' 41" East 160.53 feet to a spike located in the east margin of the Shatley property; thence continuing with the east margin of the Shatley property North 18° 57' 41" East 22.78 feet to the point of BEGINNING and containing 2,962 square feet more or less, and being that parcel designated "Portion of Whisnant Street SE to be Closed and Recombined with PIN 2743346272-2962 SQ FT" as shown on plat of survey prepared for the Town of Valdese by West Consultants, PLLC titled, "Whisnant Street SE Relocation" dated September 12, 2017.

TRACT II: BEGINNING at a point located South 48° 05' 05" East 21.72 feet from a point located in the northeast corner of the Shatley property as described in that deed recorded in Book 960, page 42, Burke County Registry and running thence from said point of BEGINNING South 62° 28' 19" East 34.91 feet to a point; thence South 17° 02' 26" West 87.13 feet to a rebar set; thence with the arc of a circular curve to the right having an arc length of 19.86 feet, a radius of 20.00 feet, a delta angle of 56° 53' 20", a chord bearing of South 45° 29' 06" West and a chord length of 19.05 feet to a point; thence South 73° 55' 46" West 28.54 feet; thence with the arc of a circular curve having an arc length of 7.10 feet, a radius of 60.00 feet, a delta angle of 6° 46' 42", a chord bearing of South 70° 32' 25" West and chord length of 7.09 feet to a point; thence North 18° 57' 41" East 130.12 feet to the point of BEGINNING and being that parcel containing 4,114 square feet more or less, designated "Portion of Town of Valdese property to be recombined with PIN 2743346272 as shown on plat of survey prepared for the Town of Valdese by West Consultants, PLLC titled, "Whisnant Street SE Relocation" dated September 12, 2017.



Town of Valdese

Agenda Packet

Communication Notes

Submitted by: Bryan Duckworth
Public Works Director

Department: Public Works
Street Department

Contact Number: 828-879-2128

Date Submitted: April 27, 2018

Email: bduckworth@valdesenc.gov

Date of Council Meeting to consider item: May 7, 2018

Council Action Requested: Approval of Traffic Pattern Changes – Intersection of St Germain Ave. and Rodoret St, also Massel Ave and Rodoret St.

Funding – Street Department / Powell Bill \$3000.00

Special Information:

Attached in your packet is a resolution approving traffic pattern changes at the intersections of Saint Germain Ave and Rodoret St S, also Massel Ave S and Rodoret St S. Changes will be phased, to include the resurfacing of these intersections as a part of a scheduled waterline replacement project. The signal at St Germain/Rodoret will be eventually be removed and replaced with stop signs and stop bars on Rodoret St. The stop will also be changed at Massel Ave / Rodoret to allow East/West traffic flow, consistent with other intersection throughout town.

ORDINANCE CHANGING TRAFFIC CONTROL SIGNALS AT
THE INTERSECTION OF ST. GERMAIN AVENUE AND RODORET STREET
AND AT THE INTERSECTION OF MASSEL AVENUE AND RODORET STREET

WHEREAS, the intersection of St. Germain Avenue and Rodoret Street has been controlled by a traffic signal; and

WHEREAS, the intersection of Massel Avenue and Rodoret Street has been controlled by stop signs at each Massel Avenue approach, with Rodoret Street being the through street; and

WHEREAS, the town hired J.M. Teague Engineering and Planning to assess these intersections and make recommendations as to whether any safety or operational improvements to the traffic control signals at these intersections should be made; and

WHEREAS, the engineering firm recommended that the traffic signal at the intersection of St. Germain Avenue and Rodoret Street be removed and that that intersection be converted to 2-way stop control by adding two stop signs on both Rodoret Street approaches; and

WHEREAS, the engineering firm recommended that the stop signs on Massel Avenue at its intersection with Rodoret Street be removed and that stop signs be installed on Rodoret Street as it approaches Massel Avenue, making Massel Avenue the through street; and

WHEREAS, the town council has considered these engineering recommendations, which were agreed to by town staff, and the town council is of the opinion that the recommendations made by the engineering firm and town staff should be adopted.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

1. At the intersection of Massel Avenue and Rodoret Street, Massel Avenue is designated as the through street. Stop signs shall be erected on both Rodoret Street approaches to the intersection.

2. Appendix I, Section 108, of the Code of Ordinances is amended by providing that at the intersection of Massel Avenue and Rodoret Street, Massel Avenue is declared to be the through street.

3. The traffic signal at the intersection of Rodoret Street and St. Germain Avenue shall be removed. This intersection shall be converted to an intersection controlled by stop signs with St. Germain Avenue being the through street and stop

signs installed on both Rodoret Street approaches.

4. Appendix I, Section 135 of the Code of Ordinances is amended by removing the intersection of St. Germain Avenue and Rodoret Street as an intersection at which a traffic control signal shall be installed, and Appendix I, Section 108 of the Code of Ordinances is amended by declaring that at the intersection of St. Germain Avenue and Rodoret Street, St. Germain Avenue shall be the through street.

This ordinance shall become effective upon its adoption.

Adopted this 7th day of May, 2018.

TOWN OF VALDESE

By: _____
Susan T. Stevenson, Mayor Pro Tem

ATTEST:

Town Clerk

(town seal)



Town of Valdese

Agend

a

Packet

Notes

Submitted by: Bryan Duckworth / Larry Johnson

Department: Public Works/ Planning

Contact Number: 828-879-2128

Date Submitted: April, 27 2018

Email: bduckworth@valdesenc.gov

Date of Council Meeting to consider item: May 7, 2018

Council Action Requested: Delivery and Discussion of New Animal Control Ordinance

Funding – None

Special Information:

Staff is presenting the proposed ordinance for review and discussion. Staff is not seeking any action on the animal ordinance. The ordinance is a complete rewrite of the existing animal ordinance. The points include 1) dangerous dog ordinance w/ an appeal process, 2) comprehensive definitions list e.g. dangerous dog, 3) prohibit animals at festivals, except service animals, 4) Staff review and retainage of more than 3 dogs application and permit process

After input from Town Council, staff will seek official adoption at the June council meeting.

CHAPTER 2. - ANIMALS

ARTICLE A. - GENERAL

Sec. 8-2001. - Title.

This chapter shall be known as the Animal Control Ordinance of the Town of Valdese or simply as the Animal Control Ordinance.

Sec. 8-2002. - Authority.

This chapter is adopted under the authority and provisions of the general ordinance making power set out in G.S. 160A-174 as well as the specific authority granted in G.S. 160A-182, G.S. 160A-186, G.S. 160A-187 and G.S. chapter 67.

Sec. 8-2003. - Jurisdiction.

These regulations and the requirements of this chapter shall apply and be enforceable throughout the corporate limits of the Town of Valdese.

Sec. 8-2004. - Purpose and intent.

The purposes of this chapter are to promote the public health, safety and general welfare of the citizens of the Town of Valdese and to ensure the humane treatment of animals by regulating the care and control of animals within the town.

It is the town's intent to fairly but effectively and diligently enforce the provisions of this chapter.

Sec. 8-2005. - Definitions.

For the purpose of this chapter, the following terms are defined:

Animal. Any live creature, wild or domestic, male or female except humans. Animals include, but are not limited to, dogs, cats, livestock and other mammals, birds, chickens, reptiles, amphibians and fish.

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

Animal shelter. Any facility operated by the town, solely or jointly, or used by the town under a contractual arrangement, for the temporary care, confinement and detention of animals or the humane killing or other disposition of animals when appropriate. The term includes any animal shelter operated by Burke County or any animal shelter operated by any private or public entity, if the services of that shelter are used by the town.

Cat. A domestic feline of either sex.

Cloven hoofed animal. A cloven hoofed animal, equine or other similar livestock such as horse, mule, pony, cow, goat or sheep, including miniature or novelty breeds of such animals. Also called livestock, but it does not include swine.

County rabies ordinance. Any ordinance by whatever title adopted by Burke County for the purpose of controlling rabies.

Dangerous (Vicious) animal. Any animal that because of its aggressive nature, breeding, training or characteristic behavior, presents a risk of serious physical harm or death to human beings or would constitute a danger to human life, physical well-being or property if not kept under the direct control of the owner. The term "dangerous animal" is intended to include the term "dangerous dog" or "potentially dangerous dog" as defined by G.S. 67-4.1(a)(1), but this definition shall not apply to dogs used by law enforcement officers in the performance of their duty.

Dog. A domestic canine of either sex.

Domestic or domesticated animal. Animals that are customarily kept for the company, pleasure, or enjoyment within the home or yard such as domestic dogs, domestic cats, domestic tropical birds, domestic rodents, domestic rabbits, and domestic fish.

Exposed to rabies. Any animal or human that is bitten by or exposed to any animal known or suspected to have been infected with rabies.

Guard or attack dog. A dog trained to attack on command or to protect persons or property and who will cease to attack upon command.

Harboring an animal. An animal shall be deemed to be harbored if it is fed or sheltered for seven (7) days or more unless the animal is being boarded for a fee in a properly licensed kennel.

Health director. The Director of the Burke County Health Department.

Impounded or impoundment. Taking an animal into custody by an animal control officer or any other authorized representative of the Town of Valdese, including any animal captured in a trap placed by or under the direction of an animal control officer.

Inoculation. The vaccination of a dog or cat by a licensed veterinarian or under the supervision of a licensed veterinarian with rabies vaccine approved by the United States Bureau of Animal Industry, the North Carolina Department of Agriculture or the North Carolina State Board of Health.

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling of domestic animals.

Livestock. See *cloven hoofed animal*.

Muzzle. A device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

Neutered male. Any male dog or cat that has been rendered sterile by a surgical procedure.

Owner. Any person having temporary or permanent custody of an animal, including an individual who harbors, has a legal or possessory interest in or actually cares for a particular animal.

Pasture. An auxiliary fenced area with sufficient grass for grazing.

Premises. A particular portion of real estate such as a house and lot, a building or a defined part of a building such as a condominium or an apartment.

Provocation. Any action designed to goad, enflame, instigate or stimulate an aggressive response from an animal; except that the action of a child age seven (7) or under cannot be provocation.

Running-at-large or at large. An animal that is off the premises of its owner and is not on a leash or under physical restraint of a person who is physically capable of restraining the animal.

Service Animal. A dog that been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.

Shelter. See *animal shelter*.

Spayed. A female dog, cat or animal that has been rendered sterile by surgical means.

Stray. Any animal at large without identification of ownership or a readily ascertainable owner.

Swine. Any hog, pig, male or female, regardless of age, breed or size including miniature, novelty or special breeds of any pig or hog.

Wild or exotic animal. Any animal that would ordinarily be confined to a zoo or that can normally be found in the wild state including, but not limited to, monkeys, non-human primates, raccoons, skunks, foxes, lions, leopards, panthers, tigers, wolves, deer, bear, bobcats, etc. The term "wild animal" does not include domestic dogs unless crossbred with a wolf, coyote or jackal or other similar animal or domestic

cats, unless crossbred with a wild cat, fish confined in an aquarium, bird kept indoors in a cage, or an insect.

Sec. 8-2006. - Responsibility.

- (a) *Animal owners.* Every owner of a dog, cat or other animal shall be responsible for its acts and the results of its acts.
- (b) *Conditions.* Every property owner, tenant or occupant of any premises shall be fully responsible for the conditions occurring on their property, including odors, noise or other unsanitary conditions associated with dog lots, animal pens, pastures or other facilities used to house or confine any animal.
- (c) *Negligence.* This chapter is intended to impose a public duty upon the owner of an animal or animals to prevent those animals from attacking or causing injury to other people, other animals and other property. Owners have the duty to promote the health, safety and welfare of other citizens, and a violation of any duty imposed under this chapter shall be considered as negligence which may give rise to damages for personal injuries or damage to personal property in a civil action as permitted by law.

Sec. 8-2007. - Interference.

It shall be unlawful for any person to hinder or interfere with an animal control officer or any other person charged with the enforcement of this chapter in the performance of their official duties.

Sec. 8-2008. - Concealment.

It shall be unlawful for any person to conceal any animal for the purpose of evading the requirements of this chapter, especially the rabies inoculation requirement. Further, it shall be unlawful for the owner of an animal to refuse to show proof of a rabies inoculation upon the request of any animal enforcement officer.

Sec. 8-2009. - Exemptions.

- (a) The prohibition in this chapter on the number of animals or the kinds or species of animals that may be kept or maintained within the town shall not apply under the following circumstances:
 - (1) Lawfully operated and located pet shops; however, once an animal is purchased from a pet shop, the keeping or maintaining of the animal shall be subject to all of the provisions of this chapter unless such animal is immediately removed from the town;
 - (2) A lawfully operated and located zoological garden (zoo) provided such zoo is accredited by the appropriate association normally issuing or establishing the standards for the operation of a zoo;
 - (3) A veterinarian keeping such animals for the purpose of providing professional medical treatment;
 - (4) A lawfully operated and located scientific research laboratory, a circus, a wildlife rehabilitator with the proper permits, or an exhibitor licensed by the United States Department of Agriculture displaying such animals for educational purpose;
 - (5) A food processing plant provided the animals kept or maintained are for the purpose of the operation and provided further that the operation is otherwise lawfully operated;
 - (6) An institution of higher learning that is keeping a limited number of farm animals (pigs, chickens or goats) as an essential part of an animal science educational program in accordance with the adopted curriculum of the State of North Carolina provided such animals are maintained in a fenced pen or enclosure, and at least one thousand (1,000) feet from the nearest residence and provided further that such animals are not maintained for commercial or production purposes.

- (7) Animals boarded in a kennel; or
 - (8) A service animal under the control of the dog's handler.
- (b) The exemptions noted above shall apply only when the animals are maintained in a manner so as to prevent escape and only to the number of animals and the type or species of animals kept or maintained. Provisions of this chapter dealing with animal treatment and abuse, nuisances, the kinds and types of pens, closures and other structures or places where animals are kept, sanitary conditions and other similar provisions shall continue to apply even to exempt activities.

Sec. 8-2010. - Reserved.

ARTICLE B. - ADMINISTRATION

Sec. 8-2011. - Supervision.

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

Sec. 8-2012. - Duties.

In general, the Department of Public Works and the personnel assigned responsibilities under this chapter shall:

- (a) Enforce and carry out not only the provisions of this chapter but also any other ordinance pertaining to animal control matters as well as to all state laws dealing with animals, specifically including G.S. Chapter 67,
- (b) Investigate complaints concerning all matters subject to this chapter,
- (c) Impound dogs or other animals when appropriate,
- (d) Issue civil citations and initiate other proceedings for the purpose of securing compliance with this chapter,
- (e) Assist in preventing the cruelty to animals and protecting animals from unnecessary neglect or abuse, and
- (f) Participate in the management and operation of an animal shelter or other impoundment facility, as directed by the Town Manager of the Town Council or both.

Sec. 8-2013. - Personnel.

The Director of Public Works may appoint animal control officers and assign such personnel as is necessary to effectively administer this chapter.

Sec. 8-2014. - Policies.

The Director of Public Works, with the consent of the Town Manager, may issue and implement policies necessary or convenient for the orderly administration of this chapter including requirements concerning uniforms, the possession and use of weapons, use of vehicles, use of tranquilizer guns, and the manner of impounding animals. Further, the Director of Public Works, with the consent of the Town Manager, may also issue and implement policies concerning the adoption and redemption of animals, the manner and method of destroying or disposing of animals, methods of investigation, the entry into premises with or without search warrants and all other matters pertaining to this chapter. However, all

policies and procedures shall be in writing and shall be consistent with the terms and provisions of this chapter.

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

Sections 8-2015—8-2020. - Reserved.

ARTICLE C. - PROHIBITED ACTS AND CONDITIONS

Sec. 8-2021. - Cruelty to animals.

The abuse of or cruel or inhumane treatment of any animal is prohibited. Without limiting the type of acts, omissions and neglect that may be considered as cruel and inhumane treatment, the acts and conditions set forth in this section shall be unlawful, but other acts or neglect that injures or abuses any animal shall also be prohibited.

- (a) *State law.* Any act, neglect or failure to act that violates any laws set forth in G.S. 14-360 through G.S. 14-363.3, or any amendments thereto or any other law enacted by the State of North Carolina or any regulation issued pursuant to such law that governs cruelty to animals shall be unlawful. It is intended that all such laws shall be incorporated into and made a part of this chapter to the same extent as if such laws were specifically included herein, and any violation of such laws shall likewise be a violation of this chapter.
- (b) *Care.* No owner of an animal shall refuse or fail to provide such animal with sufficient, wholesome and nutritious food, potable water and veterinarian care when needed to prevent suffering, nor shall such person unnecessarily expose an animal to hot, stormy, cold or inclement weather and conditions that are likely to harm the animal.
- (c) *Abandonment.* It shall be unlawful for any owner to abandon an animal within the town.
- (d) *Abuse.* No person shall willfully or maliciously strike, beat, abuse or intentionally run down with a vehicle any animal or otherwise engage in any act to cause or inflict unnecessary pain, injury, suffering or death to an animal except that reasonable force may be used to drive away a trespassing animal and reasonable force (including deadly force) may be used for self-defense from a vicious, menacing or attacking animal.
- (e) *Poison.* No person shall poison any animal or knowingly leave any poisonous substance of any kind or ground glass or other similar material in any place with the intent to injure any animal.
- (f) *Exhibition.* It shall be unlawful for any person to exhibit or to display pets, animals, birds or fowl for sale or entertainment in any manner that endangers the safety of the animal or that causes the animal to act in a manner unnatural for the particular species.

Sec. 8-2022. - Nuisances.

- (a) *Animal waste.* It shall be unlawful for the owner of an animal to allow the animal to defecate or deposit any excretory matter (waste) in any public park, public playground, greenway, ball field or on any public street, sidewalk, public parking area (including islands and landscaped areas) or other public area unless such owner immediately removes the animal waste (feces or solid excretory matter) using a plastic bag or other suitable container and deposits the same in a receptacle suitable for such purpose.
- (b) *Other prohibitions.* The keeping or maintaining of animals on any property located within the corporate limits of the town in such a manner or under such circumstances that the animal or its pen

or enclosure, or both, is a nuisance or becomes a menace to the public health and safety is prohibited. In determining what acts or what conditions may constitute a nuisance, the standard of "a reasonable man or woman under the same or similar circumstances" shall be used. Without limiting the acts and conditions that may be or become a nuisance, the following particular acts, failure to act, neglect or circumstances shall be construed as being in violation of this section and therefore prohibited:

- (1) Any animal that is repeatedly found running at large;
- (2) Any animal found to be in any section of a public park, ball field or recreational facility where the presence of animals is prohibited either by ordinance or by posted rules and regulations (signs) or within any town sponsored public festival or event when the presence of animals is prohibited by ordinance or by posted rules or regulations;
- (3) Any animal in any section of a public park, ball field or public recreation area unless the animal is controlled by a leash or other physical restraint by a person who is physically capable of restraining such animal;
- (4) Any vicious or dangerous animal in any public park, ball field, recreation area or other public area;
- (5) Any animal that damages, soils, defiles or defecates on any property other than that of its owner or other person having its care or custody;
- (6) Any animal that makes loud or disturbing noises, including, but not limited to, continued or repeated howling, barking, whining or other utterances causing unreasonable annoyance, disturbance and discomfort to neighbors or to others in close proximity to the premises where the animal is kept or harbored;
- (7) Any animal that causes fowling of the air by noxious or offensive odors causing unreasonable annoyance, disturbance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (8) Any animal that is in heat and is not confined so as to prevent attraction to or contact with other animals;
- (9) Any animal, whether or not the animal is on the property of the owner, that without provocation attacks, snaps at, bites or attempts to bite another person; however, for purposes of applying this section, a child under seven (7) years of age cannot be guilty of provocation;
- (10) Any animal that repeatedly chases, snaps at, attacks or barks at pedestrians, bicyclists or vehicles of any kind on any public street, sidewalk or other public area;
- (11) Any animal that bites or attacks other domestic animals;
- (12) The keeping of any animal in a manner that causes unsanitary conditions in the pen or enclosure or other surroundings where the animal is kept or harbored;
- (13) Any situation that is offensive or dangerous to the public health, safety and welfare or that interferes with the right of nearby property owners to the use and enjoyment of their property because the number of animals maintained at a single residence or place greater than the single residence or place is capable of maintaining, or because the facilities at the single residence or place is inadequate for the number of animals maintained at such location;
- (14) Any pen, lot, dog run or enclosure where animals are kept or harbored that emits foul odors because of animal waste or other similar conditions;
- (15) Any diseased, injured or suffering animal that is not being properly treated by a veterinarian or other qualified person for such disease or injury;
- (16) The keeping of any wild or exotic animal except as specifically permitted and in strict compliance with the terms and conditions of this chapter; or
- (17) Any animal that repeatedly turns over trash cans on either public or private property.

Sec. 8-2023. - Animal bites.

It shall be unlawful for any owner of an animal to allow or permit that animal to bite another person unless the animal has been subject to provocation or unless the animal is protecting its premises from a trespasser who has wrongfully entered the premises (however, for purposes of applying this section, a child seven (7) years of age or under cannot be guilty of trespass) or unless the animal is defending its owner from an unlawful attack by the victim. Likewise, it shall be unlawful for the owner of an animal that has bitten, attacked or threatened a human or another domestic animal to allow the animal to remain at large.

Sec. 8-2024. - Beekeeping.

It shall be unlawful for any person keeping bees to fail to control the flight path of the bees on their premises so that, as a result, a flight path of the bees interferes with the rights of the owners of adjacent property to the use and enjoyment of their property.

Further, it shall be unlawful for any person to fail to have on their premises an adequate supply of water for their bees. The water supply shall be in the vicinity of the beehives and shall be closer to the beehives than any water on any adjoining property. The water shall be available year-around.

Sec. 8-2025. - Dead animals; burial.

- (a) It shall be unlawful for any person to leave or place the carcass of any dead animal owned by or under the care, custody or control of that person upon any street, alley or lot or to allow such animal to remain unburied. Further, no property owner shall permit the carcass of a dead animal to remain on his or her property without burial for more than twenty-four (24) hours after the property owner learns of the death of the animal.
- (b) Dogs, cats and other small animals shall be buried at least eighteen (18) inches under the surface of the ground and larger animals shall be buried at least three (3) feet under the surface of the ground. Animals shall not be buried within public easements or rights-of-way or near power lines and other underground utilities.
- (c) The Public Works Department is not responsible for the disposal of any dead animal.

Sec. 8-2026. - Festivals.

It shall be unlawful for any owner of an animal to allow the animal to enter into or remain within the boundaries of a town sponsored festival or concert. The festival boundary shall include any area that is a part of the festival and shall include any public street, sidewalk or other publicly owned area within the confines of such festival, except that this section shall not apply to those animals that are part of an authorized exhibit or attraction approved by the promoters of the festival.

Sec. 8-2027. - Strays and at large.

- (a) *Strays.* It shall be unlawful for any person to harbor, feed or keep in possession by confinement or otherwise any animal that does not belong to that person except with the consent of the owner or unless such person has within the next business day notified the Department of Public Works of such stray animal.
- (b) *At large.* It shall be unlawful for an owner of an animal to allow or permit such animal to run or be at large within the town.

Sec. 8-2028. - Wild or exotic animals.

- (a) It shall be unlawful for any person to own, keep, maintain, possess or have under the person's control any venomous reptile or any wild or exotic animal as defined in this Section 8-2005, except that the provisions of this section shall not apply to a lawfully operated zoo, scientific research

laboratory or circus, or to any veterinarian keeping such animals for the purpose of providing professional medical treatment, nor shall it apply to wildlife rehabilitators with proper permits provided that the animals are maintained in quarters constructed to prevent any escape. Any wild or exotic animal so confined must be kept, housed and cared for in facilities that meet the regulations issued by the North Carolina Wildlife Resources Commission, the minimum standards under the Federal Animal Welfare Act, and all applicable rules issued by the United States Department of Agriculture.

Sec. 8-2029. – Animal Keeping.

(a) Purpose and Definitions

- (1) The purpose of this section is to regulate the keeping of a horse, mule, goat, cattle, fowl and other birds that are not part of a bona fide farming operation.
- (2) *“Fowl” and “Birds” include the following:* Chickens, game hens, geese, ducks, swans and other birds typically used as food. This definition for the purpose of animal keeping does not include parrots, parakeets, and other non-food birds.

(b) Prohibitions.

- (1) Horses, mules, goats, cattle, all other types of livestock, fowl and other birds shall not be permitted within the town limits, except as provided in this section.

(c) Exceptions

(1) Horse.

- a. The keeping of horses is permitted in the R-12 Residential District provided the following conditions are met:
 - i. Minimum of three acres of property is available for each horse;
 - ii. The part of the property where the horse is kept shall be completely enclosed by fence; and
 - iii. Any stable, stall, barn or other structure within the town where a horse is kept shall be located at least one hundred (100) feet from the nearest street or sidewalk and at least one hundred (100) feet from any nearby dwelling house or any building used for commercial or other purposes, except that a dwelling house occupied by the owner of the animal or animals and his or her family may be located within one hundred (100) feet of any stable, stall, barn or structure.

(2) Chickens.

- a. The keeping of chickens is permitted in the R-8, R-12, and R-12A Residential Districts, provided the following conditions are met:
 - i. Maximum number of chickens on the property, 10;
 - ii. No Roosters are allowed;
 - iii. Placement of the pen shall be in the rear yard only;
 - iv. No free range (chickens are penned at all times);
 - v. Pens shall be minimum of 100 feet from all adjoining residences;
 - vi. Pens shall be minimum of 50 feet from all property lines; and
 - vii. Comply with all applicable provisions of the Animal Control Ordinance (Ex. cleanliness, odor).

(3) Keeping Domestic Pets.

In all zones where dwelling units are allowed, domestic animals are allowed to be kept as household pets as follows: Up to an aggregate of six domestic animals per dwelling unit is permitted subject to the restrictions set forth in Section 8-2030 of the Animal Control Ordinance; provided, however, birds (canary, parakeet, etc.), amphibian/reptile (turtle, lizard, etc.), rodents (rat, hamster, gerbil, etc.) and tropical fish are excluded from the numerical limitations.

Sec. 8-2030. – Number of Dogs and Cats Allowed.

(a) The keeping of more than six (6) dogs or cats or any combination thereof, 16 weeks old or older, is prohibited. The keeping of more than three (3) but fewer than seven (7) dogs or cats or any combination thereof, 16 weeks old or older, shall be allowed only upon issuance of a written permit by an animal control officer. The procedure for obtaining a permit shall be as follows:

(1) The applicant shall first pay a permit fee in the amount of \$25.

(2) The applicant shall submit an application for a permit that shall contain the following information and documentation:

- a. location and size of the lot where the dogs and/or cats will be kept;
- b. size and nature of the construction of the primary structure or housing facility where the animals will reside;
- c. the breeds of the dogs and the breeds of the cats;
- d. the number of dogs and the number of cats;
- e. purpose of keeping the dogs and/or cats (i.e., pets, breeding, training);
- f. whether the keeping of the dogs and/or cats will be on a temporary (30 days or less) or permanent (excess of 30 days) basis;
- g. whether the dogs and/or cats will be kept primarily indoors or outside;
- h. the sex of the dogs and/or cats and whether they are spayed or neutered;
- i. the name and address of the owner of the animals, the person in charge of keeping the animals and the owner of the property where the animals will be kept.

(3) Upon receipt of an application, an animal control officer shall make an inspection of the subject premises. The animal control officer may solicit comments from other interested parties, including adjoining property owners. The animal control officer shall grant a permit only if the animal control officer makes the following findings:

- a. Barking, howling or other noise from the dogs or noise from the cats will neither disrupt the peace and quiet of the neighborhood nor otherwise interfere with the adjacent property owners' reasonable use and occupancy of their property and the peaceful enjoyment thereof.
- b. Any smell, odor or unsanitary condition caused by the dogs or cats will not unreasonably interfere with the adjacent property owners' use and peaceful enjoyment of their property.
- c. There is no reason to believe that the dogs or cats are carriers of any disease or pose any health problem or exposure to disease for occupants of adjacent property or to pets maintained on adjacent property.
- d. The keeping of the dogs and/or cats is not likely to become a nuisance.
- e. The lots, pens, runs or other structures in which the animals are to be kept are located in a place that is not unsightly to the neighbors and unlikely to result in odors or unreasonably loud noises that interfere with the right of the neighbors to the peaceful use and enjoyment of their property.

In making the findings required above and in determining whether the keeping or maintaining of dogs and/or cats will constitute a violation of this chapter or any other ordinance, the standard of "a reasonable man or woman under the same or similar circumstances" shall be applied.

(4) Each permit shall require the signed authorized consent of the permittee and any other persons whose consent is required in order to authorize an animal control officer's inspection of the premises at which the animals are kept at reasonable times. The permit shall specify the number of dogs or cats or combination thereof, sixteen (16) weeks old or older, permitted to be kept on the property. The permit may have additional conditions attached to it to ensure the continuing compliance with this chapter and the required findings set out above. Such conditions may include, but are not limited to:

- a. Requiring dog houses, lots, pens and other similar enclosures for cats to be set back from the property line for a distance not to exceed fifty (50) feet to ensure that such enclosures are located in an area least likely to adversely affect adjacent properties.
- b. Requiring fences, screening devices or other buffer areas, including natural vegetative screening (shrubbery and low growing trees), to ensure that unsightly conditions are not visible from adjacent property or from the nearest street.
- c. Requiring that dilapidated and unsightly pens, enclosures and structures be repaired and maintained and that such structures be built of materials normally associated with the keeping or maintenance of animals.
- d. Requiring routine cleaning and appropriate offsite disposal of litter, excrement and other objectionable material created by the keeping of dogs and cats.

Persons issued a permit shall be given a reasonable period of time, not to exceed ninety (90) days, within which to comply with any special conditions imposed in the permit, depending on how extensive the repairs and construction of enclosures will be and the expense of compliance.

(5) The permit issued pursuant to this section shall be a one-time permit which shall remain in full force and effect so long as the applicant and holder of the permit shall remain in compliance with the requirements of the permit, this chapter and the Town Code.

(6) No permit issued pursuant to this section shall be a defense to any action brought pursuant to Section 8-2022. The animal control officer may refuse to issue a permit, and after having issued a permit, may revoke the permit upon finding any of the following:

- a. Any material misrepresentation in the application for a permit.
- b. Any willful violation by the applicant or permittee of this chapter or of the Animal Welfare Act, G.S. 19A-20 et. seq.
- c. Any violation of the terms and conditions of the permit issued pursuant to the terms of this chapter.
- d. Any violation of federal, state or local laws that relate to animals, zoning, nuisances or the condition of the property.

(7) Upon revocation of a permit, the dogs and/or cats in violation of this section must be removed for the lot within seven (7) days from the date the permittee is notified of the revocation.

(8) Any denial of an application for a permit shall be in writing and shall specify in detail the reasons for the denial and, if appropriate, how any deficiencies may be remedied.

ARTICLE D. - LICENSE AND PERMITS

Sec. 8-2031. – 8-2033 Reserved

Sec. 8-2034. - Rabies.

It shall be unlawful for any person to own, harbor, possess or have in their care, custody or control any dog or cat, or any other animal that is over four (4) months of age that is required by law to be

vaccinated and that has not been vaccinated against rabies in accordance with the requirements of the county rabies ordinance. The inoculation tag issued at the time of the inoculation shall be worn or displayed on the animal at all times or be immediately available to and promptly displayed by the owner or the person having the care, custody or control of such animal. Impounded animals or other animals in the custody or control of the animal shelter or animal enforcement officers that have not been inoculated or are not wearing the required rabies tag shall be inoculated as required by law.

Sections 8-2035—8-2040. - Reserved.

ARTICLE E. - MISCELLANEOUS REGULATIONS

Sec. 8-2041. - Dangerous animals.

- (a) *Purpose.* The purpose of this section is to protect people, especially the elderly and the young, from the injury caused by dangerous animals. This section is intended primarily to apply to dogs that bite or menace people but under appropriate circumstances can apply to an aggressive cat or any other animal that exhibits vicious characteristics.
- (b) *Prohibited.* It shall be unlawful for any person to own, harbor, keep or possess within the town, any animal that has been declared to be dangerous in accordance with the procedures of this section unless such animal is being kept in strict compliance with the conditions of release, if any, issued as a part of the order of the animal control officer declaring the animal to be dangerous.
- (c) *Construction.* This section is intended to establish a procedure for dealing with particularly dangerous dogs or other animals. Nothing in this section shall be construed to create a presumption that a dog or other animal that bites other people is permitted just because it has not been declared to be a dangerous or a potentially dangerous animal. Instead, this section is intended to set up special procedures and safeguards for animals that are especially dangerous.
- (d) *Initiation of proceedings.* An animal control officer or any other adult person may request that an animal be classified as dangerous or as potentially dangerous as defined in this chapter by submitting a written complaint on the form issued by the Public Works Director. Upon receipt of the complaint, the owner shall be notified that a complaint has been filed and that an investigation into the allegations set forth in the complaint will be conducted.
- (e) *Summary impoundment.* If during the initial investigation the animal control officer or other person conducting the investigation has credible evidence to believe that the animal is a dangerous or potentially dangerous animal and that the animal is not or cannot be adequately confined by the owner, then the animal control officer may impound such animal pending further proceedings. It shall be unlawful for any owner to conceal such animal or to refuse to permit such animal to be impounded pending further proceedings.
- (f) *Initial order.* At the conclusion of the investigation, the Director of Public Works or the person designated to decide such issues shall review the investigative report and may:
 - (1) Determine that the animal is not dangerous and if the animal has been impounded, waive any impoundment fees incurred and release the animal; or
 - (2) Determine that the animal is dangerous or potentially dangerous as defined herein and enter an order:
 - a. Establishing the terms and conditions under which the animal may be returned to its owner after all impoundment fees have been paid, or
 - b. Require that the animal be removed from the town, after impoundment fees have been paid, or
 - c. Require the humane destruction of the animal because of the species or breed of animal, the number of incidences, the severity of injuries caused, inappropriateness of or lack of

training of the animal, or the inability to restrain the animal, the safety of others and the protection of property cannot be assured.

- (g) *Service.* An order, a notice or other document required to be served on an individual may be served as follows:
- (1) The document may be served by the animal control officer, the Public Works Director, a Valdese Police Officer, the Town Manager, or any other person designated by the Town Manager to serve the document.
 - (2) An individual may be served by doing any of the following:
 - a. delivering a copy of the document to the individual;
 - b. leaving a copy of the document at the individual's dwelling or usual place of abode with someone of suitable age and discretion who resides there;
 - c. by registered or certified mail, return receipt requested;
 - d. by depositing with a designated delivery service authorized pursuant to 26 USC § 7502(F)(2) a copy of the document, addressed to the individual to be served, delivering to the addressee, and obtaining a delivery receipt. A "delivery receipt" includes an electronic or facsimile receipt; or
 - e. by mailing a copy of the document by signature confirmation as provided by the United States Postal Service, addressed to the individual to be served, and delivering to the addressee.
- (h) *Hearing.* At any time after notification that a complaint has been filed and that an investigation will be conducted, but not later than five (5) days after the service of the initial order, an owner may request in writing a hearing before the Valdese Town Manager. The request for a hearing shall be filed with the office of the Deputy Town Clerk. The hearing shall then be scheduled as soon as reasonably possible and notice of the hearing shall be issued to the person requesting the hearing. The owner shall have the right to appear and to offer such proof as may be relevant.

At the hearing, among other things, the following matters may be considered:

- (1) Investigative report and recommendation from the investigative officer.
 - (2) Provocation.
 - (3) Severity of attack or injury to a person or domestic animal.
 - (4) Previous aggressive history of the animal.
 - (5) Observable behavior of the animal.
 - (6) Site and circumstances of any incident.
 - (7) Written statements from interested parties.
- (i) *Decision.* The Town Manager shall render his or her decision within five (5) days after the hearing. The decision shall be in writing and may affirm, vacate or modify any prior orders entered. A copy of the decision shall be provided to the owner in the same manner provided by paragraph (g) above.
- (i) *Appeal.* Within ten (10) days after a copy of the decision is served upon the owner, the owner may appeal the decision to the Superior Court of Burke County by filing notice of appeal and petition for review. The appeal shall be heard "de novo" before a superior court judge.

An appeal shall not stay the impoundment of any animal pending such appeal but shall stay any order that an animal be destroyed.

Sec. 8-2042. - Restraint and confinement.

- (a) *Purpose.* Some animals, especially dogs and cats, are dangerous or become a nuisance or are regularly at large in violation of this chapter because of the lack of concern by the owner or because the lot, pen or other enclosure is inadequate. In some instances, the animal simply has a propensity to escape from confinement. Under those circumstances, it is the purpose of this section to authorize animal control officers and other individuals charged with the responsibility of enforcing this chapter to recommend and if necessary to require that special preventive measures be taken by the owner to securely restrain or confine such animals. The owner may be required to install special fencing, provide better housing or take other measures reasonably intended to prevent such animals from escaping.
- (b) *Compliance required.* It shall be unlawful for an owner of an animal to refuse or otherwise fail to comply with a written order issued in accordance with the requirements of this section.
- (c) *Investigation.* After reasonable inquiry and investigation if it is determined that any animal is not adequately confined or is likely to escape from its house, pen, lot, pasture, enclosure or other place of confinement, an animal control officer may order the owner to comply with specific preventive measures as further set forth herein.

Prior to entering an order under this section, the animal control officer may consider, among other things, the following matters:

- (1) The propensity of the animal to inflict injury including the animal's behavior, size and temperament,
 - (2) The likelihood that the conditions pertaining to the particular animals' confinement is detrimental to the safety and welfare of the citizens or the peace and tranquility of the immediate surrounding area, especially the presence of children under age seven (7), and
 - (3) The history of the animal for being aggressive and whether the animal has been trained for aggressive attacks.
- (d) *Order.* If, after considering the factors specified above and any other relevant information, the animal control officer determines that the circumstances require special preventive measures, the animal control officer shall issue an order in writing making the appropriate findings and may require that one (1) or more of the following preventive measures be implemented by the owner:
 - (1) Repairs may be required to any fence, pasture, pen or enclosure.
 - (2) The height of any fence may be increased.
 - (3) Installation of anti-climb devices may be required.
 - (4) The fence may be required to be installed into the ground.
 - (5) The installation of a floor or a bottom to the enclosure and/or a top to the enclosure may be required.
 - (6) Special chains, leashes and/or muzzles may be required.
 - (7) The installation and use of special warning devices may be required.
 - (8) The owner may be required to give immediate notice to the department of public safety in the event the animal escapes from its enclosure.
 - (9) Use of special markings on the animal tags, an animal collar or a tattoo may be required to identify the animal for future investigative or enforcement purposes.
 - (10) The purchase of special liability insurance in an amount not exceeding one hundred thousand dollars (\$100,000.00) at the owner's expense may be required.
 - (e) *Service.* An order issued under this section shall be served on the owner in the manner provided in Section 8-2041(g)
 - (f) *Appeal.* At any time after serve of the order, but not later than five (5) day after service of the order, the owner may request in writing a hearing before the Valdese Town Manager. The request for a

hearing shall be filed with the office of the Deputy Town Clerk. The hearing shall then be scheduled as soon as reasonably possible and notice of the hearing shall be issue to the person requesting the hearing. The owner shall have the right to appear, to make any statements, to provide affidavits and offer such other evidence as may be relevant. An appeal from the decision of the Town Manager shall be taken to the Superior Court of Burke County by filing notice of appeal and petition for review within ten (10) days of service of the Town Manager's order. The appeal shall be heard "de novo" before a superior court judge.

It shall be unlawful for any owner to fail or refuse to comply with any order issued under this section.

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.

Sec. 8-2044. - Bird sanctuary; protection of bird life.

- (a) *Established.* The area included within the corporate limits of the Town, as extended from time to time, and all lands owned or leased by the Town outside the corporate limits is hereby designated as a bird sanctuary.
- (b) *Protected.* It shall be unlawful to trap, hunt, shoot or otherwise kill any native wild bird within the territory described in paragraph (a) except when such birds or fowl are found to be congregating in such numbers in a particular location that they constitute a nuisance or a menace to health or property and only then if the consent of the department of public safety is first obtained, or (b) except as otherwise permitted by law.

Sec. 8-2045. - Zoning rules applicable.

The keeping of animals within the town shall at all times be in full compliance with the town zoning ordinance. The breeding and raising of animals shall be in compliance with the rules and regulations of the zoning district in which the activity takes place.

Secs. 8-2046—2050. - Reserved.

ARTICLE F. - ENFORCEMENT

Sec. 8-2051. - Impoundment.

- (a) In addition to any other remedies provided in this chapter, an animal control officer may seize, impound and humanely confine to an animal shelter or to a veterinarian hospital any of the following animals:
 - (1) Any dog, cat or other animal that is required to be inoculated and have a rabies tag that either has not been inoculated or does not display a rabies tag;
 - (2) Any animal at large;

- (3) Any animal constituting a public nuisance or considered a danger to the public;
 - (4) Any animal that is in violation of any quarantine or confinement order;
 - (5) Any unattended animal that is injured, diseased, obviously ill or otherwise in need of immediate veterinary care;
 - (6) Any animal that is reasonably believed to have been abused or neglected
 - (7) Any animal that is reasonably suspected of having rabies or any other disease that is communicable;
 - (8) Any animal that is charged with being potentially dangerous or dangerous where an animal control officer of the Town Manager determines that there is a threat to public health and safety;
 - (9) Any animal that a court of competent jurisdiction has ordered impounded or destroyed;
 - (10) Any animal that is reasonably believed to be unattended or abandoned, as in situations where the owner is deceased, has been arrested or has been evicted from his residence;
 - (11) Any wild or exotic animal except as may be specifically permitted in this chapter;
 - (12) Any guard dog, attack dog or dog that has been trained to be aggressive that has not been registered in accordance with the provisions of this chapter;
 - (13) Any animal that does not have a permit required by this chapter;
 - (14) The animal of any owner who refuses to comply with a preventive order issued under the provisions of this chapter; or
 - (15) Any animal that has recently bitten any person.
- (b) *Custody.* Any animal impounded hereunder shall be kept and shall remain in the custody of the animal shelter until:
- (1) The animal is redeemed in accordance with the provision of this section;
 - (2) The animal is released pursuant to an order by any appropriate official or judicial officer;
 - (3) The animal is adopted in accordance with the provisions of this section; or
 - (4) The animal is humanely destroyed (euthanized) in accordance with the provisions of this section.

If not previously notified and if the owner can be reasonably identified, the owner of an impounded animal shall be notified by any reasonable means that his or her animal has been seized and that the animal can be claimed or redeemed in accordance with the terms of this section.

Animals seized for violations of the provisions of this chapter dealing with rabies shall be held for observation for ten (10) days. Any other animal seized pursuant to this chapter shall be held for a minimum of five (5) working days (days during which the animal control shelter is open for business). In the event the animal has been impounded pursuant to the terms of an impoundment order issued under the provisions of this chapter or by order of any court, the animal shall be retained by the animal shelter for the period set forth in such order.

- (c) *Redemption.* At the end of any required period of impoundment, an owner may redeem his or her animal upon compliance with the following conditions:
- (1) The owner shall pay all impoundment fees, boarding fees, veterinarian fees, inoculation fees and other similar charges.
 - (2) The person redeeming the animal shall provide credible evidence that he or she is the owner.
 - (3) The person redeeming the animal is, in the opinion of the animal control officer, qualified to own an animal, is not under eighteen (18) years of age and does not have a record of abuse and cruelty to animals.

- (4) The person agrees to abide by the terms and conditions of release set forth in any order of impoundment.
 - (5) The person complies with the other procedures established by the animal control officer for the release of animals including an acknowledgment of ownership, a receipt and proof of identity.
- (d) *Adoption or euthanasia.* After the redemption period has expired, all ownership rights to the impounded animal shall be forfeited. In the discretion of the Animal Control Officer, such animals may:
- (1) Continue to be held for a reasonable period of time for adoption in accordance with the policies and procedures established by the Director of Public Works including the payment of all required fees;
 - (2) The animal control officer may place the animal with a local humane society for future adoption; or
 - (3) May cause the animal to be destroyed in a humane manner approved by the Director of Public Works.
- (e) *Fees.* In connection with the impoundment and subsequent release of any animal, the town may require reimbursement for any inoculation or veterinarian charges or similar expense incurred and may impose a reasonable boarding fee, adoption fee, redemption fee or other administrative fee as may be set forth in the published schedule of fees and charges adopted by the Town Council from time to time.
- (f) *County shelter.* The impoundment, adoption, redemption or euthanasia procedures of this section are intended to apply to any animal shelter that is operated by or subject to the control of the town. Those procedures are not intended to be binding upon any county operated shelter or any other private shelter operated by any public or private entity. For animals that are impounded in those shelters, both the owner of the animal and the animals shall be subject to the rules, regulations and fees concerning impoundment, adoption, redemption or euthanasia procedures that are issued by the governing body of that facility.

Sec. 8-2052. - Powers.

It is intended that animal control officers and other personnel assigned to enforce this chapter shall have a broad range of power to carry out the provisions of this chapter and discretion in the use of an appropriate remedy for violations. Animal control officers shall have the power to initiate investigations, not only when complaints are received, but also as a result of their own knowledge and observation of facts and circumstances.

Animal control officers may take notice of facts and information in plain view in automobiles, in the yards surrounding houses and in other areas that can be readily observed without intrusive investigations, and as a result of those observations may take appropriate enforcement action including the impoundment of animals when violations are observed or the issuance of any other order permitted hereunder.

With the consent of property owners and individuals apparently in charge of the premises, animal control officers may investigate the conditions and circumstances inside of locked fences, outbuildings, houses, apartment units, condominium units or other buildings and as a result of such investigations may impound animals or take other appropriate enforcement action.

In the event circumstances are not plainly observable or in the event access to enclosed premises is denied, animal control officers may seek the assistance of police officers and other sworn personnel, may obtain search warrants and may conduct other lawful searches of such premises.

Sec. 8-2053. - Conflicts.

This chapter anticipates that the town will not operate its own animal control shelter. However, the town reserves the right to use the impoundment services of a county operated shelter or a shelter operated by some other public or private entity. In that event, the procedures concerning the confinement of animals, the adoption or redemption of animals, the humane destruction of animals and the fees associated with each of those services may be different and in conflict with this chapter and the policies and procedures issued pursuant to the authority of this chapter. If the town elects to use the services of a separate county or private animal shelter, then, and in that event, the policies, rules and regulations and other conditions issued by that facility shall be controlling and take precedence over this chapter and any rules and regulations issued under this chapter. The owner of any animal impounded or confined to such facility shall likewise be subject to the policies, rules, regulations and conditions imposed by that shelter and that facility is hereby granted jurisdiction to hold, adopt, redeem, release or destroy such animals in the manner prescribed by that facility as if the same were required under this chapter.

Sec. 8-2054. - Remedies.

Consistent with the general law of the State of North Carolina, it is intended that the town shall have broad powers to enforce this chapter, including the power to impose criminal fines and penalties as well as civil penalties for the violation of this chapter. The town may also secure injunctions or abatement orders, or may pursue any other legal or equitable remedy.

Sec. 8-2055. - Penalties.

- (a) *Misdemeanor.* A violation of this chapter is a misdemeanor or infraction as provided by G.S. 14-4 and is punishable by a maximum fine, term of imprisonment or infraction penalty, all as imposed and set forth in G.S. 14-4, which is incorporated herein by reference.
- (b) *Civil citations.* In addition to the criminal penalties imposed in subsection (a) above, a violation of this chapter shall also be a civil offense and shall subject the offender to a civil penalty. Each day's offense shall be a separate offense for which a separate civil citation may be issued. Unless otherwise specifically provided in the schedule of fees and charges adopted annually by the Town Council, the penalty shall be fifty dollars (\$50.00) for the first offense, one hundred dollars (\$100.00) for the second offense, two hundred dollars (\$200.00) for the third offense and three hundred dollars (\$300.00) for the fourth and any subsequent offense.